



It's been a busy month in *PC Advisor's* online ConsumerWatch forum. First up – and some of you won't see this as a problem –

Celine Dion won't play on PCs, there's more belated goodwill from PC World and Iomega manages to get it right

We've revamped the ConsumerWatch pages this month, with an extra page of tips & tricks taken from the highly successful ConsumerWatch forum on our website, www.pcadvisor.co.uk/consumerwatch and the start of a regular column by our forum editor, Peter Thomas.

While we're still happy to receive letters from readers on consumer-related issues, the quickest and most efficient way to receive constructive help is to make a posting in the ConsumerWatch forum. Not only are our editors monitoring this support resource on an hourly basis, but the UK's leading vendors – including Evesham, Mesh, Time and Multivision – have established official presences with staff constantly checking for customer service complaints.

Celine Dion: just not PC these days

Reader Rodney Gray was looking forward to listening to *A New Day Has Come* – Celine Dion's first studio outing for five years. Having placed his order through Amazon.co.uk, the CD arrived, via his

letterbox, safe and sound. But as he peeled back the cellophane from the jewelcase his heart skipped a beat. A warning on the cover read: 'This will not play on a PC or Mac'.

Like a lot of our readers Mr Gray runs his hi-fi from the CD unit in his computer. Feeling misled, he sent the CD back to Amazon. "I accept record companies may have problems with piracy, but why should that entitle them to restrict the use of something I have paid the full price for?" he explained to sympathetic visitors to the *PC Advisor* ConsumerWatch forum.

Published by Sony, *A New Day Has Come* is the first copy-protected release by the music giant. In the wake of popular music-swapping sites like Napster, music publishers are terrified that customers are going to copy their favourite CDs into MP3 format and then distribute them to the rest of the world for free. Sony believes the loss of sales is less of a threat to its business than the dangers of piracy.

Amazon, to its credit, was happy to reimburse Mr Gray. The online retailer not only refunded the full cost of the disc and

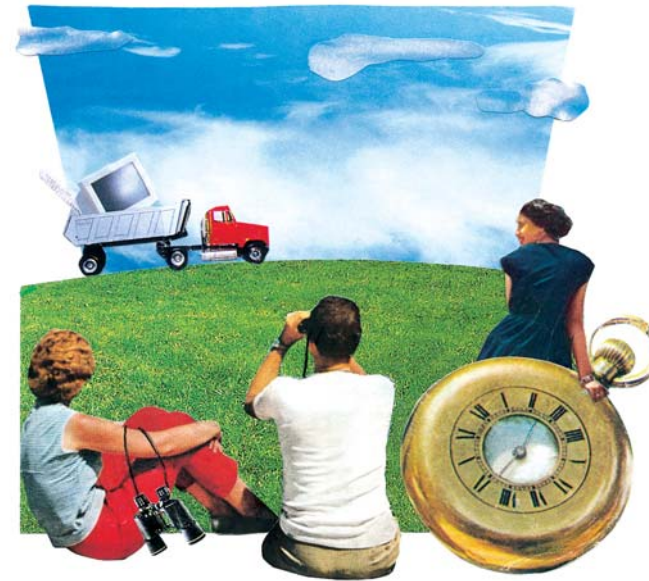
postage, it also provided a freepost address to allow our reader to return his Celine Dion disc free of charge. "I feel they have looked after me in a first-class way throughout. They have made no difficulty for me and have accepted the reason for return without any argument," said a happy Mr Gray.

To find out the legal position we spoke to Alan Stevens, head of digital services at the Consumers Association. According to Stevens, under the Sale of Goods Act (1979), such cases hinge on whether goods are 'fit for purpose'. "It's perfectly reasonable that if you buy an audio CD with the intention of legally playing it on a device capable of playing CDs, such as a notebook or PC, then you're entitled to expect it to work," he says.

This notion has yet to be tested in a court of law. In the meantime, assume you have the right to a full refund from your retailer if you bought your CD with the intention of playing it through your PC's CD drive. To read this original thread, and learn about other MP3 copyright issues, visit www.pcadvisor.co.uk/consumerwatch and search under Celine Dion.

PC World feels Kodak after-effects

In our April 02 issue we described how courageous *PC Advisor* readers emerged victorious after a battle with the mighty Kodak. The camera giant was forced to supply its £329 DX3700 digital camera for £229 less than its suggested retail price



As far as PC World was concerned the contract between buyer and seller had not been established

had agreed to supply the product for the original £34.99, as far as PC World was concerned the contract between buyer and seller had clearly never actually been

established. Retailers, of course, are under no obligation to sell a product for the advertised price.

However, Mr Stedman and visitors to the *PC Advisor* ConsumerWatch forum felt that the length of time taken – five days – for PC World to inform our reader of the company's mistake, obliged the retailer to sell the product for the original price as an act of goodwill. Refusing to give up, he wrote to the Group Marketing Services Director of DSG (Dixons Stores Group) in Hemel Hempstead asking PC World to sell him the original product at the original price. A week later, Mr Stedman still had nothing from PC World.

Easter came, and still no response. He sent another copy of the letter again – this time special, rather than recorded delivery. For good measure he sent details of his complaints in the *PC Advisor* ConsumerWatch forum to John Clare, DSG chief executive, and to Simon Turner, managing director of PC World.

Finally, more than a month after placing his original order and four letters later, Mr Stedman got a positive result. Tracey, from PC World customer services, called to confirm that the company was happy to sell him Adobe Photoshop Elements at the original price. Which just goes to show, persistence pays off.

Iomega gets it right

Never let it be said that we don't offer praise where it is due. Reader Paul Robinson was so impressed by Iomega's service he felt he had to post a message

saying so in the ConsumerWatch forum and we think it is worth repeating here. His five-year-old Zip drive was no longer enjoying the rude health it had once displayed in the late 1990s. He rang Iomega's technical support and informed them he had a sickly Zip drive that was making a strange clicking noise.

The company's only requirement before arranging a replacement drive to be sent was to hear the telltale 'click of death' over the phone. Once confirmed, there was no argument. The replacement drive arrived (from Belgium) three days later. The box it came in even contained a postage-paid return address label for the old unit, which he had to send back within 10 days. So, well done Iomega. ■

Top 10 PC posers

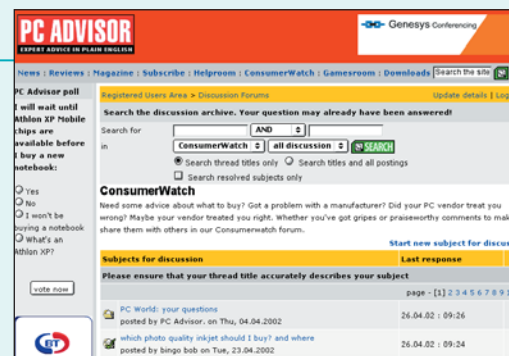
We asked our visitors to come up with their favourite questions to ask the salesman when buying a PC.

1. What are the precise upgrade capabilities of this PC, particularly memory and card slots?
2. Will I receive a Windows XP CD?
3. Will I receive CDs for all bundled software applications?
4. Can I have a copy of your warranty before I place my order?
5. Can you guarantee a delivery date in writing for me?
6. Have you won any *PC Advisor* awards? If not, why not?
7. Do you supply to any companies, schools, councils or corporate establishments that I might have heard of?
8. Do you advertise extensively across the PC press? If not, why not?
9. If I open the casing on my PC does it automatically invalidate my warranty?
10. Exactly what do you mean by an onsite warranty?

How to contact us

Got a problem with a manufacturer or vendor? Unsure of your consumer rights? Interested in a company's reputation? Get yourself to the ConsumerWatch forum:

www.pcadvisor.co.uk/consumerwatch



consumer tips & tricks

Here, for our reader's delectation, is a selection of choice cuts from the live clinic in PCAdvisor.co.uk's ConsumerWatch forum.

The forum is packed with nearly 20,000 similar Q&As, offering advice on the legal and service issues faced by PC buyers



usually invites the aggrieved customer to bring their blemished monitor into a local showroom, where it'll do a swap (all you have to do is phone ahead to check stock). Pure direct vendors don't have the luxury of a retail presence and operate on a case-by-case basis. For greater coverage on this issue read *Class monitor* on page 46.

While most manufacturers built to order, they have differing component inventory policies, depending on the number of PCs they sell a month. For example, the world's biggest PC maker, Dell, gets preferential treatment. Suppliers hold stock in Dell's own warehouse or are close enough to ensure two-hour delivery. Smaller PC makers who don't have Dell's clout, such as Evesham and Mesh, have to wait longer for special components to be delivered from the suppliers' warehouses.

If you're buying from a tier two company, and need a PC or notebook in a matter of days rather than weeks, you will have to opt for a standard model, restrict your specification modifications and clarify how quickly the system will be built. Otherwise you're looking at the two- to three-week lead times quoted on the majority of PC makers' websites.

Q I ordered a TFT (thin-film transistor) flat-panel display with my PC. When it arrived I was shocked to find a bright red dot in the centre of the screen. Surely I can claim against the supplier under the Sale of Goods Act?

A This issue is a complicated one. Flat-panels are sold in accordance with the ISO 13406-2 standard, but this requires a PhD in gobbledegook to fully understand. The manufacturing process for TFTs is complex and a small number of irregularities in the glass can occur, resulting in minor blemishes. Many customers think they can claim under the Sale of Goods Act, citing the screen is not 'fit for purpose', if their TFT monitor is blemished. After all, a bright red dead pixel can be extremely irritating if it's right in the centre of the display.

As far as we know nobody has ever pushed such a case through the small claims track. Furthermore, we think that victory would be far from guaranteed. The issue is complicated further by the varying policies operated by different PC manufacturers. Evesham, for example,

Q If I take action through the Small Claims Court, should I claim against my credit card company or the manufacturer?

A You should name both the vendor and credit card company on your claim as joint defendants. This saves time if the vendor won't – or can't – pay up after a judgement, and you won't have to go through the whole procedure again.

Q What is it with lead times for PCs and notebooks? They seem to vary greatly from model to model and company to company. What's going on?

A When ordering new computers, customers are increasingly prone to demand a change in the advertised specification (additional memory, different CD/RW, graphics card and so on). And that's the way it should be – modern business practices delivering greater choice to customers. However, add all these system changes together across all of the branches/warehouses and the numbers soon start sky-rocketing.

Q If I open the case on my PC will this invalidate my warranty?

A This is worth checking with your vendor prior to purchase. Some makers operate an 'open case' policy, which lets you modify your PC providing no damage is made to any of the components in the process. Other manufacturers don't have such a policy and once you make a hardware change to your system – such as installing a cable modem or graphics card – your warranty becomes invalid. It is your responsibility to check that third-party products are suitable for your PC. If things do go pear-shaped you'll be left appealing to the goodwill of the manufacturer.

Q I've repeatedly tried to get through to my PC manufacturer, but to no avail. What should I do?

A Try posting in the ConsumerWatch forum at www.pcadvisor.co.uk. The UK's leading PC vendors have official presences there and have staff monitoring the forum on a daily basis. Names include Mesh, Evesham, Time and Multivision. ■

class monitor

As they become more affordable, flat-panel displays are fast turning into the monitor of choice for plenty of small firms. However, TFT manufacturers are struggling with the surge in demand. Peter Thomas, the *PC Advisor* forum editor, finds out more

Tumbling prices and improved quality have catapulted TFT (thin-film transistor) displays to the top of the typical small business' shopping list. In the face of such demand, manufacturers have been struggling to meet delivery times, after under-ordering from their suppliers. The sudden explosion in the popularity of these displays has given rise to concerns about quality expectations from both customers and suppliers. For a generation of PC users brought up on bulky but consistently excellent CRT (cathode-ray tube) technology, to find a red dot staring out from the centre of a brand-new TFT monitor seems nothing short of scandalous.

Imperfect pixels

Increasingly it's the PC manufacturers who get it in the neck when outraged customers demand a replacement. Even the most skillful customer service rep finds it difficult to placate incandescent punters when it comes to explaining when and where dead pixels are deemed 'acceptable' and justifying this seemingly arbitrary rule. The issue is clouded by its technical complexity. Each screen pixel is

composed of three subpixels, and a screen with a resolution of 1,024x768 will have almost 2.4 million of these 'dots'. The pixel is defined as defective if one or more of the dots can't be controlled – which in practice means that the dot stays the same colour, whatever the colour of the pixels around it – and it is visible at a distance of 30cm from the screen's surface. Typically such defective dots can be clearly seen as brightly coloured or white spots when viewed on dark backgrounds.

If the last paragraph has lost you, simply focus on this: each subpixel has its own transistor and, while it is perfectly possible to build screens in which all the pixels work perfectly, it is impossible to guarantee 100 percent perfection in any one screen. Because PC manufacturers have no control over screen quality, and know that there is a likelihood of a screen having one or two dud pixels, they therefore aren't prepared to accept liability.

Class act

Then there's the issue of TFT monitor classifications.

Because of the difficulty of manufacturing perfect flat-panel screens, there's an international standard – the snappily titled ISO 13406-2 – issued by the International Standards Organisation. Three classes of TFT display are defined.

- Class 1 There are currently no screens advertised in the UK as Class 1. This classification allows for absolutely no pixel faults at all.
- Class 2 Four complete pixels

Computer manufacturers know that there is a likelihood of a screen having one or two dud pixels, so they aren't prepared to accept liability

(each composed of three subpixels) and five subpixels may be defective – that is, a maximum total of 17 faulty dots. Only two manufacturers currently make screens to this standard for the UK market.

- Class 3 Most TFT monitors sold in the UK are to this standard

Why is there such a fantastic variation in price?

With your average CRT (cathode ray tube) monitor, you wouldn't dream of using a refresh rate any slower than 85Hz. In an LCD monitor, the image isn't created by an electron beam, but by pixel 'triads', each consisting of a red, green and blue subpixel. The image quality depends on how rapidly these subpixels can be turned on and off again. This is known as the response time, and it is this rapid switching of the subpixels that determines the screen's quality and therefore its price.

What's happening with standards?

Not very much at all just at the moment. The ISO 13406-2 standard fills over 30 pages, and is unavoidably full of technical detail. What customers and computer manufacturers need is a clearly defined and easily understood set of standards that can be adopted by all vendors, and used by buyers when comparing products and prices. At the very least buyers should be made aware, prior to purchase, what constitutes an 'acceptable' level of dead pixels. ■



legal advisor

Does the internet really offer equality for all, or is it a myth? The Disability Discrimination Act 1995 states that disabled people must be able to access services regardless of their disability, but not all service providers are taking heed



Until relatively recently, there was no legislation which prevented discrimination against disabled people. While you think it abhorrent that a disabled person could be turned away from a shop, refused service in a restaurant or denied a job purely because of their disability, there was nothing which would legally prevent it.

With the implementation of the Disability Discrimination Act 1995, however, disabled people now have the right to be employed and to access services regardless of their disability.

Unlimited access

So how does this affect technology, and particularly websites? In the employment sphere, employers have to make 'reasonable adjustments' for disabled employees and prospective employees. This means that things such as PCs and software have to be usable by, for example, people who are blind and partially sighted. In addition, any intranets should be usable by all employees – again, meaning that accessibility must be built into the site.

Services providers, such as banks, retail outlets and local authorities, must also provide their services to all

customers, regardless of disability.

In addition, they have a duty to make 'reasonable adjustments' to all aspects of their service, to ensure that disabled people can use it. This duty is an anticipatory one: they can't wait until a disabled person turns up at the door or logs on to their website – they have to make the changes in advance of an approach by a disabled person. And the duty is continuous: they need

to ensure that they are monitoring their service in relation to its accessibility and looking at any new solutions – including technological ones – where barriers for disabled people exist.

Service for all

'Service provider' doesn't just include those providing services from a building, it includes those providing services on the internet. The Code of Practice, which provides guidance on this part of the law, specifically gives an example of a service provider as an airline providing ticket-booking facilities online. Making reasonable adjustments doesn't just mean – as many people think – ensuring that

wheelchairs can get through the door. It means checking policies, practices and procedures used by service providers to make sure that they don't discriminate.

For example, a service provider might insist that all documentation is completed in handwriting. It might also fail to have 'alternative text' for the image tag, which is needed by people with visual impairment or reading difficulty accessing the site via speech synthesis software.

Open code?

RNIB found in its survey of 17 store and bank sites in August 2000 that no firm achieved a 100 percent pass rate against the five accessibility criteria used. The most common complaint was image files that were not supported by alternative text, poor implementation of frames and a failure to provide a screen design that was easy to read. This rendered the pages useless for blind web users and would enable them to bring a case against those companies under the Disability Discrimination Act.

Everybody should be talking

You can get more details on the Disability Discrimination Act from the Disability Rights Commission website (www.drc-gb.org) and in the Code of Practice (Rights of Access, Goods Facilities Services and Premises), available on the site. ■

*C Casserley, Barrister-at-Law,
RNIB Legal Officer*

Need help with a legal matter?

While we try to do what we can to help our readers, there are times when matters can't be resolved without legal intervention. PC Advisor's Consumer Hotline can help you with all your legal problems, taking away the cost of visiting a solicitor and letting you know when it's time to take court action. Call our fully trained experts on our Consumer Hotline number below:

Consumer Hotline 0906 906 0276

The PC Advisor Consumer Hotline costs £1.50 per minute, which covers all expenses including the legal advice. You will be charged for the service on your standard telephone bill. The Hotline is open from 8am to 10pm, seven days a week. If the line is busy when you call, you will not be connected and you won't be charged. English Law applies to all advice given. The customer service number is 0870 739 7602.

contacts

Where do you turn when things go wrong? There may be an issue with the ad that attracted you in the first place. So if you've been left with a useless piece of kit for which the manufacturer made extravagant claims, it could be worth informing the ASA

The ASA (Advertising Standards Authority) is the governing body responsible for regulating all non-broadcast advertising. Its role is to ensure that all advertisements are 'legal, decent, honest and truthful'. Its regulations cover advertising wherever, and in whatever form (other than radio or television), they appear. The ASA has clarified a series of codes that also governs advertising over the internet.

The codes apply to: online advertising in 'paid for' space (for example, banner and pop-up advertising); advertising in commercial emails and sales promotions wherever they may appear online. The ASA stresses that these codes do not in any way affect your statutory rights under the Data Protection Act. The Distance Selling Directive will provide protection for buying online.

I'm free! (well, nearly)

The fast growth of unmetered internet access deals at the end of 2000 caused a massive surge in web use, with so-called 'free' online time being offered by many ISPs. The ASA produced a report in

September 00, which looked at the promises of 'free' web access. What emerged was many of these service actually charged for an element of their services. Deals were heavily oversubscribed, and many users were disappointed. ASA regulations require advertisers to show that they have anticipated demand, making it clear if stocks are limited and, hopefully, preventing the fiascos of PCs-for-£100 firm Smartalk and no-charge ISP Breathe.com from recurring. Importantly, where companies have failed to anticipate demand, they will be in breach of the codes. This aspect of the ASA's code could start the ball rolling against companies that become 'victims of their own success'. Regrettably, this phrase is fast

becoming an obvious euphemism for companies whose board members failed miserably to conduct standard business assessments of demand.

Surf yourself silly

The ASA also refused to uphold claims against BT that its ads claiming 'unlimited surfing every weekend with BT Internet' were misleading. The complaint was made because BT kicks customers offline after two hours, whether or not they are downloading or uploading data at the time. This was deemed not to be in contradiction to its claims of 'unlimited surfing' because people can reconnect immediately. That may seem odd, but the ASA tries hard to be fair and regularly upholds complaints made against the big boys.

Making your voice heard

To make a complaint about an advert call 020 7580 5555. Alternatively, fill in the claim form at www.asa.org.uk, via the Contacts icon. All complaints must be made in writing and sent to: Advertising Standards Agency, 2 Torrington Place, London, WC1E 7HW. ■



Where to turn for help

If the worst happens, it's good to know where to go for help. Here we list some important contacts which can help with a variety of problems from software copyright issues to non-delivery or payment problems.

- Citizens Advice Bureau **For general legal advice and to find out your rights. For information, or to find your nearest CAB, call 020 8333 6960 or visit its website at www.nacab.org.uk.**
- Consumers Association **For advice on all consumer transactions, call 020 7830 6000 or turn your browser to www.which.net.**
- Fast (Federation Against Software Theft) **Regulators of software copyright law. Clivemont House, 54 Clivemont Road, Maidenhead, Berkshire SL6 7BZ. Call 01628 622 121 or visit online at www.fast.org.uk.**
- Office of Fair Trading **OFT, Fleetbank House, 2-6 Salisbury Square, London EC4Y 8JX. For general enquiries, telephone 0845 722 4499 or log on to www.ofc.co.uk.**
- PC Association **Non-profit organisation offering advice to both trade and consumers. You'll find tips on buying safely and a forum for complaining when things go wrong. Turn your browser to www.pcuk.org.**