



- 40 ConsumerWatch
- 42 Consumer tips & tricks
- 43 Terms & conditions
- 44 Legal advisor
- 45 Contacts

Readers struggling with Spanish keyboards on their laptops get some intervention from our experts this month, plus we campaign to raise awareness of dead pixels and regular offender PC World gets it right and receives some well-earned praise for a change

### PC Advisor poll

The Class 2 ISO standard for TFT displays states that:

TFT displays should be unblemished  
 ( 41.8%)

Two dead pixels are acceptable  
 ( 43.2%)

What's an ISO standard?  
 ( 15.0%)

From a total of 1117 votes

Following last month's ConsumerWatch article on LCD (liquid crystal display) flat-panel monitor standards, *PC Advisor* readers have shown themselves to be well ahead of the rest of the industry when it comes to understanding the complex issue of ISO standards.

Our recent poll on the subject of the snappily titled ISO 13406-2 revealed that the majority of *PC Advisor* readers are aware that vendors are within their rights to sell class 2 LCD monitors – the best you can procure in the UK – with up to two dead pixels, despite the commonly held belief that you should be able to demand a replacement.

But there is considerable confusion on the subject, even among *PC Advisor* readers, with 41.8 percent indicating that they believed TFT (thin film transistor) flat-panel screens should be unblemished when they're first bought, while 15 percent hadn't heard of the standard in the first place.

To guarantee blemish-free panels would be prohibitively expensive for businesses and consumers alike. So until yields of

LCD panels increase and material costs come down we fully expect defective panels to remain an issue.

However we feel the subject should be dragged screaming and kicking into the public arena. As such *PC Advisor* is calling on the industry to increase awareness on the issue, so expect to hear more from us, especially as LCD flat-panel sales continue to go through the roof and, in due course, usurp CRT (cathode ray tube) sales altogether.

### Achtung Aldi – no habla ingles

A regular visitor to our ConsumerWatch forum, who wishes to remain incognito, was last month browsing through his local Aldi store in Accrington, Lancashire, when he couldn't help noticing something curious about the Medion notebooks on display. On closer inspection our eagle-eyed snoop discovered there was no '£' sign on the keyboard. In its place was a '€' symbol.

It turned out the German superstore was mistakenly selling Spanish laptops to

British shoppers. Another clue was that Windows had been set with Spanish as the default language – something that is easy to change, but would be off-putting for a first-time user. But Medion assured *PC Advisor* that affected customers would have their laptops replaced and said that the mix-up was unintentional.

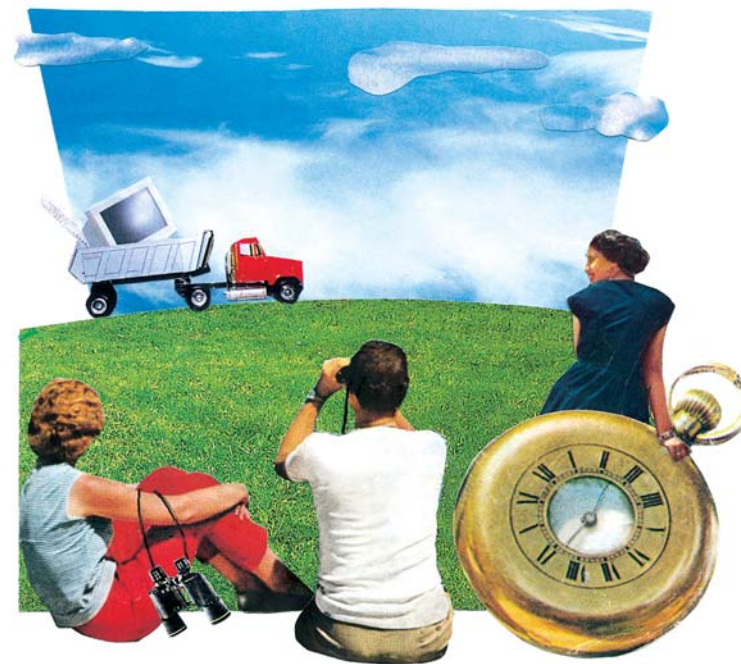
"All buyers of laptops should have received English versions," said Peter Webb, spokesman for Aldi UK. "Because Medion is a pan-European company, we produce many different language versions of the products we supply and it would appear in this case that some foreign units have crept into the UK batch."

Webb said all customers affected by the bungle should call Medion UK directly on 0870 720 0370. However, we've found that the customer helplines aren't a great deal of use and all store numbers are conveniently held ex-directory.

### Praise for PC World service

While PC World has come in for a regular bashing in these pages, most often over its failure to wipe reconditioned hard drives – compromising the personal data of the previous owner in the process, we've had a couple of praiseworthy comments about instore service from ConsumerWatch forum regulars. So credit where it's due.

Visitor Rachael Collins came out on top after a tussle with the mighty retail chain. She submitted a claim back in March against PC World after buying software –



Roxio's VideoWave 5.0 – which she claimed under the Sale of Goods Act, was not fit for its purpose.

For £27, she submitted her claim online through The Court Service ([www.courtservice.gov.uk](http://www.courtservice.gov.uk)), via a link recommended by a fellow visitor to our ConsumerWatch forum. Ms Collins received a letter from head office explaining that she wouldn't receive a refund even if the software was found to be faulty – she would get PC World credits instead.

On 10 June, after taking sensible advice to try all reasonable means of getting a resolution before attending court, she went into the PC World branch in Catford, South London, without any great sense of optimism. To her amazement, the assistant gave her a complete refund on the spot without testing the software.

On the same note, on 5 June Andrew Hamid was browsing the PC World website for a monitor, when he came across the Samsung SyncMaster 753DFX, priced at £99.99. What a bargain, he thought. So he printed the page out with monitor's specification and price and set off for his local store in Bradford, only to find the monitor priced at £149.99.

The duty manager denied that the monitor had ever been priced at £99.99, but when faced with Mr Hamid's printed evidence he agreed to sell the monitor for the offered price.

As regular readers of this section will know, a retailer is under no obligation to sell a product at the advertised price. An advertisement is merely an 'invitation to treat' and is in no way binding on the part of the vendor.

So pats on the back for our PC World duty manager. This is known in the retail business as 'an act of goodwill'.

"Once I produced the evidence they didn't try to wriggle out of it. They just did the right thing," said a delighted Mr Hamid. ■

## Veni, vidi, vendor

**P**ulling your hair out trying to get hold of a vendor? The *PC Advisor* ConsumerWatch forum can help. We've got several official vendors on board, each with their own official threads. We have signed up the following, and there are more lined up:

Mesh  
 Evesham  
 Time  
 Multivision  
 Watford Electronics  
 Pipex  
 E-buyer

If you're a vendor and would like to set up an official presence email us at [pcadvisor\\_consumerwatch@idg.com](mailto:pcadvisor_consumerwatch@idg.com).

## How to contact us

**G**ot a problem with a manufacturer or vendor? Unsure of your consumer rights? Interested in a company's reputation? Get yourself to the ConsumerWatch forum. If you're not sure how to use our forum, check the instructions on page 75.

[www.pcadvisor.co.uk/consumerwatch](http://www.pcadvisor.co.uk/consumerwatch)



## Warranty watch

**F**ollowing the OFT's (Office of Fair Trading's) decision to refer the sale of extended warranties by electrical retailers to the Competition Commission (see News, page 22), we present here, for our readers' edification and delectation, the *PC Advisor* Warranty watch.

1. Take cover **If you're worried about faulty goods, remember you are covered under the 1979 Sale of Goods Act, which places responsibility on the retailer to sell goods that are 'fit for their purpose'. You are also almost always covered for a year by the manufacturer's warranty. If you're truly worried about accidental damage, why not get insurance from a third party, such as your contents insurance provider? They can offer much better value.**

**If you feel uncomfortable at the prospect of paying an additional third on top of the original asking price, take a stroll around the car park first and think it through – you can always come back later.**

2. Changing your mind **Dixons Group's Coverplan warranties can be cancelled within 14 days with a full refund. They can be cancelled instore or by calling customer services on 0870 600 1550. If you go to the shop to cancel, rather than phoning to do so, be warned you may well get a salesperson try and talk you round.**

**If you pay by direct debit it is also possible to cancel instore (as long as the first payment hasn't gone out). However, nervous sales staff anxious to avoid an ear-bashing from the store manager may refer you back to the bank.**

3. Keep calm **If you've got frustrations, don't take them out on the staff. We have dealt with cases where customers have become so enraged that they've been forcibly ejected from the store and barred from returning. Such behaviour could discredit your case should it end up in a small claims court. Be reasonable.**

4. Help is at hand **Fellow readers who are experienced in dealing with warranty claims can be found in our ConsumerWatch forum at [www.pcadvisor.co.uk/consumerwatch](http://www.pcadvisor.co.uk/consumerwatch). There's a good chance someone there will be able to help you out.**

# consumer tips & tricks

Got an unresolved problem with a vendor and unsure what to do next? Get along to our ConsumerWatch forum, ask for some level-headed advice and read about other forum members' experiences. Here's our selection of choice cuts from the online clinic

**Q** When should you write the term 'without prejudice' on letters to companies who you are in dispute with?

**A** Writing 'without prejudice' at the top of your letter means it can't be used against you in the event of the case going to court. This is especially useful when you are making a financial offer. So if a PC vendor claims you owe it £1,500, but you feel the sum should be nearer £500, you could make the offer in writing and yet a judge presiding over the case would never know.

If a manufacturer makes you an offer, you could send two letters: the first 'without prejudice', which considers the offer and the second without 'without prejudice', which makes no mention of the vendor's offer and focuses instead on your original claim.

**Q** I bought something from an online retailer, which I've had about a month and a half. It is still unopened, and remains in its shrinkwrap packaging. Am I correct in thinking that the vendor is not legally constrained to accept it back?

**A** Unless there is something wrong with the product, the vendor is under no obligation to provide a full refund after six weeks. Nevertheless, it is worth sending an email to the site as they might agree to giving you a credit note to the value of the goods if you return them at your own expense. That way you could choose something else from the same retailer so neither party loses out. This is what is known in the trade as 'an act of goodwill' and the vendor is under no obligation whatsoever to do this.



housing desktop processors. (For more information see Behind the news on page 28).

**Q** A local site is nicking the content from my site. They're taking graphics and even spelling mistakes. The webmaster's reply to my request to have the offending items removed was to point me to his 'terms and conditions'. What are my rights and what steps should I take to make him take my emails seriously? I have a .co.uk domain name registered to myself.

**A** Believe it or not, this is a common problem, and it is important to act quickly and firmly. Send the registered owner, or site webmaster, a letter informing him that by publishing your site's content he is in breach of your copyright, and that you will take steps to remedy the matter in the courts (both UK and American) if the breach doesn't cease within seven days.

State that before that time has elapsed, he/she must ensure that all website content that infringes your copyright must be permanently removed from the website.

If you can prove that your existing site was online prior to the other site, legal precedent is on your side when it comes to retaining your domain name. Print a copy of the offending site, showing the copyright breaches, and mail it to yourself by special delivery.

When this letter arrives back with you, don't open it, but instead lodge it with your solicitor. You'll then have printed and dated evidence of the copyright breach in case this person later denies publishing it. ■

**Q** I keep seeing advertisements for notebooks with Pentium 4 desktop processors inside. The seem very good value, and are sold by biggest brand names around. Although they appear a little on the hefty side, they look much better value for money than laptops housing processors specifically designed for notebooks such as the Mobile P4. Surely there's a catch. What about overheating issues?

**A** Notebook vendors have been using desktop PC processors in their products for more than two years. At first it was the smaller UK assemblers like AJP that used it as a method of offering products with equivalent speeds and similar prices to their desktop cousins.

But as concerns about overheating have faded over time, everyone is at it – even the mighty Dell and Toshiba. Intel too appears to have bowed to the inevitable and supports vendors selling notebooks based on desktop technology. Indeed the move appears to have created a whole new category in portable computing, with around 20 percent of all notebooks now

# terms & conditions

Buying software is a risky business. Once your new software package is minus its wrapping, you could also find yourself minus a refund. *PC Advisor* forum editor Peter Thomas investigates

**B**rowsing the shelves of your local computer store, you spot that killer application – the one that you've been waiting for. Out comes the credit card and a moment later you're on your way home, software in hand.

Back home, you install the software, but it doesn't work. You can't understand it – you've followed the installation instructions to the letter. No need to worry, though, you'll get a refund from the shop; the goods must surely be faulty, so you're covered by the Sale of Goods Act. In other words you can reject the goods and claim your money back. Or can you?

## Shelf promotion

Some vendors have started exhibiting warnings to customers that software may not be returned for a refund once the box has been opened. A notice on the shelves at the Brent Cross branch of PC World in North London states: "Please choose your software with care. Read the box to ensure the package is compatible with your system. We will only exchange software which is faulty or unopened. Software purchased in error cannot be refunded."

So in the event of buying software for the wrong operating system or for a PC with insufficient specifications you won't get a refund or replacement if you've taken the wrapping off the box, even if the product is still in perfect working order.

According to Rachael Burnett, head of commercial IT at London-based legal practice Bristows, the chain's notice isn't illegal, but she did point out that it's clearly "not very helpful".

## Proving it

If you believe your new software to be faulty, the burden of proof rests with you. We asked trading standards officer Steve Playle from the London Borough of Brent's Trading Standards Office how our growing number of aggrieved *PC Advisor* readers should proceed, if they believe their software to be faulty.

Playle suggests returning the software to the store and demanding that it be installed on an in-house computer while you watch. This, however, is not conventional practice and in the event of the retailer refusing to do so, your best bet, according to Playle, is to resort to your rights under the Sale of Goods Act.

"Don't waste time with phone calls," he says, "it's often difficult to prove that they were made, whereas a letter is difficult to ignore."

The letter should contain a brief outline of the facts and a statement that, unless you receive a full refund in respect of the faulty goods within 14 days, you will institute an action in the small claims court without further reference to the retailer.

**Some vendors have started exhibiting warnings to customers that software may not be returned for a refund once the box has been opened**

## Combat gear

According to PC World the primary intention behind the in-store warning is to combat software piracy. "This is a measure in part to minimise the fraudulent copying of software which both manufacturers and retailers recognise is a small but significant risk," said the chain in a statement to *PC Advisor*.

In other words it serves as a deterrent to customers who might be tempted to buy their favourite PC game, copy it and then return to the retailer complaining that it doesn't load properly.

Other retailers, such as HMV, take a completely different view. According to a spokesman for the company, under the company's customer satisfaction guarantee software sold through an HMV outlet is no different to any other type of product carried by the chain. A receipt will suffice for a full refund in the event of customers wishing to reject the goods. And if you can prove the software is faulty, you don't even need a receipt – HMV will cough up on the spot or replace it.

Now, we're not going to tell you where to buy your software. Indeed, PC World is often the only feasible option of you need specialist software there and then. But if it's a mainstream game you're after and you feel the least bit insecure when it comes to ascertaining the system requirements of the PC you're buying, it's well worth checking the shop's software returns procedures before you unleash your flexible friend. ■



# legal advisor

What is the Data Protection Act all about and what steps should companies take to ensure that they aren't breaking the law?

Michael Clinch gives a brief overview on data protection, highlighting the basic issues which affect ordinary businesses



database includes the name of any single individual within the company, this will amount to the processing of personal data and the Act will apply. Rules are stricter if you process highly sensitive personal data, including information on religious belief, racial or ethnic origin or political opinion.

## The eight principles

Under the Data Protection Act, personal data must be:

1. Fairly and lawfully processed.
2. Obtained only for specified and lawful purposes.
3. Adequate, relevant and not excessive in relation to the purpose/purposes for which they are processed.
4. Accurate and kept up to date.
5. Kept for no longer than necessary for that purpose/purposes.
6. Processed in accordance with rights of data subjects.
7. Protected by appropriate technical and organisational measures against unauthorised or unlawful processing, against accidental loss, destruction or damage.
8. Kept within the EEA unless adequate level of protection for rights and freedoms of data subjects is granted.

## Subject access rights

Individuals have the right to request information on all data held about them, and businesses must comply but can charge a maximum of £10 for doing so provided they reply within 40 days of payment of the fee.

## What you should do

- **Notification** Notify the Information Commissioner that you are processing personal data and renew the notification every year. Both notification and renewal involve a fee.
  - **Internal guidelines & procedures** Review your internal guidelines and procedures and make sure that all personnel dealing with personal data are aware of the obligations under the Act. Take legal advice or get a lawyer to undertake a data protection audit of your procedures.
  - **Website** Make sure that a Privacy Statement is posted online, and alert visitors and ask their consent before processing their personal data. Check to see whether you are using cookies and if they are allowed.
  - **Contracts** If you are exporting data outside the EU, you need to make sure that this is done using what are called Model Clauses in contracts relating to the export of data. These clauses are designed to protect the rights of the individuals whose data is being exported. Failure to use these clauses could result in prosecution. ■
- Michael Clinch is senior litigator and partner at law firm Picton and Howell.*

## Personal data

The Act does not apply to data about a company such as its name, address and other contact details. However, if your

## PC Advisor personal data privacy campaign

**H**ave you ever been sold a PC that had someone else's information on? Or has a PC you returned to a company been resold without being properly wiped? If either of these things have happened to you, we want to hear from you. If you find data on a PC purchased from the Dixons Stores Group don't forget to email Simon Turner the managing director at [simon.turner@dixons.co.uk](mailto:simon.turner@dixons.co.uk).

email us at [pcadvisor\\_consumerwatch@idg.com](mailto:pcadvisor_consumerwatch@idg.com) and we'll take it from there



# 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

**T**he 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](http://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

**I**f 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](http://www.nacab.org.uk).
- **Consumers Association** For advice on all consumer transactions, call 020 7830 6000 or turn your browser to [www.which.net](http://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](http://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](http://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](http://www.pcuk.org).