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MONEY BOX LIVE

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LEWIS: “Thanks, I really like it, but could I have the receipt just in case it doesn’t fit?” “Thanks, but I can’t wear that colour.” “Oh that’s lovely, but I’ve just bought the exact same thing.” “Well I only used it twice and it went wrong.” “I was signed up for a year, but after 3 months I wanted to cancel.” New Year, a time not so much for looking forward as for taking things back. But just what are your rights? Suppose you have no receipt? Are there different rules if you bought it in a sale? What do those disclaimers by the till mean? If you want to return things, how long have you got? Are your rights better or worse if you bought it online or through a TV shopping channel? What if you buy it on the doorstep? And after the coldest December in the UK since records began a century ago, what if the present you bought just didn’t arrive on time or came broken or not at all? Today Money Box Live is about your shoppers rights, so whatever your “Can I get my money back?” question, call Money Box Live now: 03700 100 444. And with me today to answer those questions are Joanne Lezemore, Senior Lawyer at Which? Legal Services; Sylvia Rook, a Trading Standards Officer working for Trading Standards Institute; and journalist Martin Lewis, Founder and Creator of MoneySavingExpert.com. And the first question is from someone who’s name ... Oh yes, it’s Karen in Carmarthen. Thanks to high technology, Karen, I just got you. What’s your question for us?

KAREN: Oh hello. I had tickets for the Boxing Day rugby match - Ospreys against Scarlets - and when we arrived at the grounds, the match was postponed due to frozen pipes. We couldn’t attend the revised date. We’re now struggling to get a refund of

the ticket price. The club are referring to terms and conditions on the back of the ticket, but we bought the tickets by phone, so weren't aware of those terms until after we'd paid the money.

LEWIS: Have they offered you another date?

KAREN: The match was rescheduled 24 hours later, so that's passed. Unfortunately we couldn't attend that match.

LEWIS: And you couldn't make it. So what are your rights? Sylvia Rook from Trading Standards.

ROOK: Well if the match was cancelled and they're in breach of contract, then you should be entitled to get your money back. They can't rely on terms and conditions that are on the reverse of a ticket that you don't see until you've bought. So you should be able to go back to them and say that they didn't provide you with the rugby match you bought the ticket for and, therefore, you want your money back. Normally those terms and conditions saying it's not refundable is if you decide you can't go rather than because the match is cancelled.

LEWIS: And Joanne Lezemore, does the club have any rights here because of course they couldn't play the match because of frozen pipes or because of the weather?

LEZEMORE: Yeah, I know it's one of those things that you know you say the club shouldn't be held responsible, but neither should the consumer. So you know even if the consumer had been aware of such a term in the tickets, you could even argue that it's unfair to say you know if we cancel, we won't give you a refund; but if you cancel, we won't give you a refund.

LEWIS: Martin Lewis, we've talked about the rights but of course enforcing them can be a different matter.

M. LEWIS: It can be, and I think we also have to look at rights and expectations. And I think the club's being rather silly. What it should be doing is saying look, okay you couldn't come to that match. We're happy to give you a ticket for any other match that you want to come to this year. Yes, in that case you may not have pushed for the full refund, which it probably doesn't want to do. But the big problem with all of this - and you hit the nail on the head Paul - is it's all very well knowing your statutory rights, what you can enforce in court, but then you've got to enforce in court. And the problem most people have is they have an argument with a retailer or a club in this case. They say no. What are you going to do? Small claims court online? Yes, but you have to pay money and it can be a bit of a hassle. It's not that difficult, but for 50, 60 quid, it's a lot of work. And we have a real lacuna in the regulations of how this works in the country.

LEWIS: Does that mean a big gap?

M. LEWIS: Yeah, that'll do. *(laughter)*

ROOK: But what we would suggest is you put something in writing to them. If you've been trying to talk to people and it hasn't worked, put a letter saying that they didn't provide the match that you bought a ticket for and, therefore, you want your money back.

LEWIS: And probably to the man or woman who runs it, the person at the top is often a good idea, isn't it? Well good luck with that, Karen, and I hope you do get your money back. It sounds as if you're entitled to it. It's just a question of doing a bit of work, as it often is on this programme. One tip though is - and I say this to everybody - that if we have given advice and you still don't get anywhere, a transcript of the programme will be available in a few days time on the website and sending a copy of that with all these eminent people supporting you might help. Thanks for your call, Karen. Hilary's next in Bolton. Hilary, your question?

HILARY: Hello. I've been to Marks and Spencer's this morning to return two items of clothing - one of which I bought online and the other was given to me without a

gift receipt. Unfortunately in the chaos of Christmas, I lost the invoice that came with the online goods. In total £73 was paid and all I got back today (because the items had been reduced in the sale) was £30.

LEWIS: So they gave you the current value back even though you'd paid more before Christmas?

HILARY: Yes, yes.

LEWIS: Martin Lewis?

M. LEWIS: Middle England, are you listening? Prepare yourselves for a shock. You do not have a right to take goods back that you bought in store if they are not faulty. Now in the case of Marks and Spencer's, it has a published returns policy. That becomes part of the contract of your sale. But if the goods are not faulty, you have to rely on that returns policy. If it says you need a receipt and you don't have a receipt, well I'm afraid you don't have a right to any more than it's giving you. The goods were faulty, it completely changes and you have absolute right to a refund. But I'm afraid for this, unless you're saying to us there was something wrong with it, if you've just changed your mind, you have no rights to return. You're actually doing quite well that you got some money back on the goods bought in store. Sorry.

ROOK: How long have you had the goods that you bought online?

HILARY: It came on New Year's Eve, the dress, and it was too small. I needed a bigger size.

ROOK: Well if you've only had them for less than 7 working days, the goods that you've bought online you can return for any reason. If you bought it online, they should have details of your order because you should have an order number; or if you contact them, they should be able to find your order and then you should be entitled to the refund of the amount you paid for the item you bought online.

LEWIS: And you should have a receipt. You should have an email receipt or email record.

LEZEMORE: You should have.

HILARY: I did have an email receipt.

LEWIS: You haven't got one, Hilary?

HILARY: It's also on my credit card, which is a Marks and Spencer's credit card.

M. LEWIS: Oh well that's fine.

LEZEMORE: Well that's proof of purchase.

M. LEWIS: This is the key, so let's go with it.

HILARY: Yes, so it doesn't seem fair. That was the point.

M. LEWIS: Forget fairness, we're talking the law. Right, this is the point. If it's faulty or it's distance selling, you need proof of purchase. That could be a receipt, that could be an email, that could be your credit card statement or bank statement - anything that a court would deem yes, that's proved you bought it. If it's not faulty, you have no right to a refund, so therefore you have to obey whatever that shop's policy is. If that shop's policy is then you need a receipt even if you take the credit card statement in - while it may be annoying and frustrating and not fair, actually just to get any money back if it's the wrong size, you're doing quite well. And we have to change, rebalance our entire view of this, so that we start to understand how consumer rights work.

LEWIS: So in Hilary's case, the online goods have one set of rights. The one she bought in the shop has a completely different ...

M. LEWIS: *(over)* In everyone's case.

ROOK: *(over)* That's right. So the one she bought in the shop, the fact they're willing to give any money back is a good step. With regard to the online one, I think she needs to follow that one up with the company.

LEWIS: Okay. And I suppose you can understand the shop saying well we'll pay you the current price because she might have bought it that morning.

M. LEWIS: She's got no proof.

LEWIS: Okay. Hilary, some help there, some hope. So a bit of work for you to do, as there often is. I'm just going to read an email now because this is slightly related. It's from Bob. 'I bid for and bought an article on eBay described as a Louis Vuitton monogram holdall bag for my daughter as a Christmas present. But the bag turned out to be a poor replica. The seller' - on eBay this is - 'said I should have known the bag was a fake from the price. Do I have legal protection?' Joanne Lezemore?

LEZEMORE: Yeah, I think the first thing to remember here is that you do have different rights if you buy from a trader as from an individual. But if something is mis-described, regardless of whether it's an individual or a trader, then you would have a right to return it and say, "No, I require a full refund. That's the way you have described it and that's what I expect." At the end of the day, if you were buying this from a company abroad, you know a trader could possibly use you know that sort of argument, but not in these circumstances because the whole point of eBay is that you get absolute bargains in certain circumstances.

LEWIS: Yes, so you might really have thought it was a genuine Louis Vuitton bag for a fiver. And, Sylvia, eBay has particular rules though, doesn't it, or auctions generally have particular rules?

ROOK: Auctions do have particular rules in relation to distance selling, yes, in terms

of your rights. If you buy something, buy it now from a trader, you have distance selling rights; but if you bid, it's considered to be an auction and the distance selling regulations don't apply to auctions. But that's not in relation to the goods being mis-described here. That's purely in terms of change of mind. What I would say is if this was described as a genuine Louis Vuitton and it wasn't, then it's also a criminal offence and Trading Standards would want to know if the trader was in the UK.

M. LEWIS: Just to clarify this trader/non-trader thing because I think people get very confused about that. As an easy sort of real speak definition, a trader is someone who makes a decent portion of their living by buying and selling goods. A private individual is someone who you know even if they happen to everything they've bought once they've used it put it on eBay doesn't become a trader. It's someone who's making a living from it. But I would just like to say here with my money saving expert hat on, if you're buying a Louis Vuitton case on eBay, you're taking a very big risk that it's going to be fake. And you might have rights, but in part getting them enacted is going to be very difficult. If you're worried about it being fake, I would suggest a private seller on eBay isn't really the way to go. And if it's a tenner, you know come on!

LEWIS: Yes if it's too good to be true, it probably is. Sorry, Joanne?

LEZEMORE: The other thing is if you have paid a lot more than that because you did believe it was the genuine article, there's also the eBay Disputes Resolution Service. I don't know how good that is, Martin might know more about that, but that is there in place as well.

M. LEWIS: You know, as with everything else, you want your belt, you want your braces. It's not a bad pair of braces, but I wouldn't always rely on it to keep my pants up. *(laughter)*

ROOK: And the advice is if you're buying a famous name brand, go to a proper shop to buy it so you can see what you're getting.

LEWIS: Indeed. And of course if you take a fake one in some European countries, it's actually an offence even to possess it, isn't it?

ROOK: Yes, it's an offence to import in some countries.

LEWIS: That's right.

M. LEWIS: And also one of the things you could do, as well as looking in a shop, is become what they call a robo-shopper, which is research offline, buy online. If you robo-shop - so you check out what you want, then order it online - you've got distance selling regulations which means you can send it back in 7 days provided you've ordered from somewhere legitimate.

LEWIS: From the shop. So you go into let's say a particular retail store and then you buy it online?

M. LEWIS: Oh I like that sofa, that's quite nice. You don't buy it in there. You buy it online because it gives you more rights. Robo-shopping. Mrs Money Saving Expert's a great robo-shopper.

LEWIS: Right.

LEZEMORE: And just to add onto that, of course, if you're buying goods over £100 and less than £30,000 and you use your credit card, then you may also have the added protection of the Consumer Credit Act.

M. LEWIS: And while we're tipping - this is the bit that I love - if you're buying something that costs £10,000 and you put one pence of it on the credit card, the credit company is liable for the entire £10,000. So you can put 1p on the credit card, pay the rest in cash, and if it goes wrong you can still go to the credit card company for the whole ten grand. They hate that, but consumers - yeehah!

ROOK: I do it for my holidays all the time.

LEWIS: That's quite a good form of cash back really, isn't it, Martin? Anyway, thanks for that. We must move on. Janet has been patiently waiting with her question. Janet in Bracklesham Bay.

JANET: Oh hello there. Hi. This is to do with buying items from a website. I bought some gardening items from a gardening equipment website on 22nd November. They were supposed to deliver in a couple of days. They didn't turn up, didn't turn up. I went back onto the website and found an email address, two email addresses which I sent notes to - where's my order? Nothing happened. I found a phone number on the website, which turned out to be unobtainable. I found a mobile phone number on the website. Nothing from that. I've drawn a blank. I don't know what to do next. There's no contact from these people at all and my order still hasn't arrived.

LEWIS: And no-one in the studio is looking at me thinking I know, I know what she can do.

LEZEMORE: How did you pay for the goods?

JANET: I paid with a debit card and they've taken my money.

M. LEWIS: Okay, well that's a good start. But can I just check? Is this a website we will have heard of, or is this a website that you've never heard of before?

JANET: I hadn't heard of it. It's called Gardening Extras.

ROOK: And do they have a UK address?

JANET: They do, yes.

M. LEWIS: Well they might be listing a UK address, but that doesn't mean ...

JANET: I do have an address, but I checked with Companies House to see if they're registered. Nothing there. All I've got is an address.

M. LEWIS: Joanne, do you want to do Visa debit chargeback or shall I?

LEZEMORE: You go for it.

M. LEWIS: Alright. Section 75 is a legal right you get when spending on a credit card, but if you pay on a visa card there's a scheme called chargeback, which effectively is Visa's own regulations and it means that you can ask your bank to ask the company you bought it from's bank to give you the money back if you haven't had delivery. It works very well. It can be on a debit or credit card for any amount. I'm trying to remember off the top of my head whether it's within 90 days or 120 days, but just do it quickly is the golden rule. And so go to your bank and say you'd like to do - this is the key phrase - a Visa chargeback with this company, and then you should get the money back because, remember, for anyone to take a Visa payment, they've got to have access to Visa and Visa polices this scheme.

LEWIS: Joanne?

JANET: Right, I'll go for that.

LEZEMORE: And it's also a case of you know whenever you are buying online ... I know you've looked for an email, an English address, but one of the things you may also want to do is always check whether or not the company is registered as a limited company because as a trading name very often you don't actually know who it is that you're trading with.

JANET: Well this is it. I don't think they're trading under that name. They don't appear in Companies House under that name.

M. LEWIS: I tell you what. Another quick tip. There's a website called Alexa.com,

which shows you the world ranking of any website. Now if a website is in the top 100,000 websites in the world, it doesn't mean it isn't a con, but it means it's less likely to be a con because it's a big site. If you go onto a website that's absolutely tiny and you haven't got it verified any other way, well then you are taking a risk.

LEWIS: Sylvia, briefly.

ROOK: And just to clarify the situation with distance selling, you have 30 days in order to receive the goods. If the goods aren't delivered within 30 days, then the contract is deemed to be terminated. You are no longer expecting goods and you're entitled to your money back.

M. LEWIS: But of course this garden company may be perfectly legitimate and just bad at delivering. We don't know that.

ROOK: Yes, but the contract no longer exists, so you are now entitled to your money back. So if you can't get it from them ... If there's a UK address, I would suggest you write to them as well if you're not getting responses any other way.

LEWIS: Okay, well thanks very much for that call, Janet. And we'll move on now to David in Barnet.

DAVID: Hello.

LEWIS: What's your question?

DAVID: I've got a new PC I bought online with a credit card and it's about the computing rights of the credit card distance selling, but also I've hit a problem because the software in the computer they say isn't covered by it. It was delivered just before the actual Christmas holiday, but it was badly damaged.

LEWIS: You mean physically damaged, broken?

DAVID: Yes it was. At first it was just the outer case and so they said well maybe we can turn it on, we can work out a way how to fix it. So I then used it for a couple of days and then it was clear it was something inside which wasn't right either. So they've reluctantly agreed to take it back and to repair it, but they've said that will take quite a while. Am I able just to cancel the contract and say I want all my money back and you can have it back?

LEWIS: They're queuing up to say yes here.

ROOK: Well, yes, if goods are faulty when you buy them, then you're entitled to your money back. You don't have to accept a repair if you don't want one. So if that's what you want, then you go back to them and say, "I would like a refund and I'm not going to accept a repair."

LEZEMORE: Sylvia, do you not think that changed it a little bit now he's already accepted that he will accept a repair?

ROOK: No, not necessarily. I mean if the repair hasn't solved the problem. Have you actually sent it to them now already to be repaired?

DAVID: No, no it's here.

ROOK: Aha!

DAVID: I haven't accepted repair.

M. LEWIS: Good.

DAVID: But they're saying if I send it back, they will charge me for the software licences because the computer's been turned on and that's not covered by distance selling.

LEZEMORE: Oh how many times we hear this. If you've purchased the computer and you've purchased it as a package, if part of it's wrong, you can return the whole thing and ask for a full refund.

LEWIS: So they're just trying to get out of their obligations, Martin.

M. LEWIS: There are different things here. Distance selling basically allows you to change your mind. What you've got here is you have under the Sales of Goods Act, you have a faulty good, right? If the good is faulty, if you don't accept it, you can send it back I would say as a rough guideline within 4 weeks and you should be able to get a full refund. Now let me define fault for you. I have a mnemonic for this. I hope it doesn't offend anyone, but it's an easy way to remember it. I call it the Sad Fart Rules because goods must be of satisfactory quality as described - fit for purpose and last a reasonable length of time. Now the reason I have a mnemonic is it's very good to be able to quote that - to say Sales of Goods Act says it must be satisfactory quality as described, fit for purpose and last a reasonable length of time. And if it isn't, don't accept the goods. And if you get it back within 4 weeks, you want a full refund. If you get it back within 6 months, it's for them to prove it wasn't faulty when you bought it. After 6 months, you must prove it was faulty when you bought it. And as for the discussion of what is a reasonable length of time, well we can probably do that in a moment.

LEWIS: Okay, I think that's probably sorted that out. Reject the goods; they weren't adequate. And that refund will apply to the whole amount regardless of whether it's software or not. We've had an email from A. MacDonald and they say, re fake Louis Vuitton, 'if the buyer purchased by PayPal and report the item not as described to PayPal, the money should be refunded immediately. It will be then for the seller to prove the item was as described.' That's from a listener. We haven't checked if that's right, but does that ring a bell?

M. LEWIS: I mean PayPal rules can and do work. There are also massive problems that people complain about PayPal all the time. As I said before, it's a good pair of braces.

LEWIS: Okay. And let me just read another email, which is a rather different problem. This is from Daniel. 'My wife and I have been locked in a battle with Johnsons Cleaners since our wedding. My wife's wedding dress was returned to us in tatters. They deny all responsibility. Haven't even offered an apology. The dress was immaculate when passed to them. Assured it would be hand cleaned by a specialist wedding dress team. Surely we should be entitled to the cost of the dress at the very least? We have been writing letters and getting nowhere.' Sylvia?

ROOK: Well under the Supply of Goods and Services Act, they're required to do any service with reasonable care and skill. If you take in a garment and it comes back shredded or in worse condition than it was when it went in, then they haven't used reasonable care and skill. You're entitled to the money back for the cost you've paid on having the item washed or cleaned, but you're also entitled to consequential losses, the damage that's been caused by them.

LEWIS: So a replica wedding dress would be a reasonable refund or the price of that wedding dress, whatever it was? What would it be?

ROOK: It would probably be the price of the wedding dress. But they could also go potentially for distress and inconvenience.

LEWIS: Well it sounds as if Daniel and his wife have had quite a bit of distress recently.

ROOK: It's a matter of what they're looking for. I mean what they do need to do is make sure they've been communicating with the right person. Not the branch, but go to head office.

LEWIS: And is this something that local trading standards could help you with if you got nowhere?

ROOK: Not really because it's civil law, so it's up to individuals to pursue the matter

themselves. I mean if people are having a big problem, I would suggest Consumer Direct is also a very good place to go to.

M. LEWIS: Absolutely.

LEWIS: Martin?

M. LEWIS: I'm a big fan of Consumer Direct as well. What I would suggest you do

...

LEWIS: And that's a phone line and an online?

M. LEWIS: Absolutely.

ROOK: Yes, I can give the telephone number if that would help you.

LEWIS: Well it'll be on our website.

ROOK: Will it be? Okay.

LEWIS: This is what I suggest you do. Ultimately to get this solved, you would need to go to court. But what I would suggest as a first step is you write them a formal letter sent registered delivery that states down what we've just told you is the law and says if you do not solve this, I will take you to court and I am giving you 28 days notice that I'd like a full refund. An alternative dispute resolution process would be to write a letter to a weekly woman's magazine. Tell them your story. This is a big company and try and reputationally damage them for the way that they have dealt with you and get your photo in there. I'm sure they will give you the full money back then. And, listen, you have rights and expectations. To inform your expectations, the media are very useful. If they have tattered your wedding dress, it's a wonderful photo story, I have to tell you, for any weekly magazine and we shouldn't ... I know it's not the law, but you shouldn't knock it.

LEWIS: I'm sure it might damage their reputation, but trying to damage their reputation might be a slightly different thing.

M. LEWIS: Trying to tell the truth.

LEWIS: Tell the truth, yes.

M. LEWIS: Damage their reputation because their reputation needs damaging because they have destroyed something is perfectly right. Trying to damage their reputation falsely would be very, very bad.

LEWIS: I have a feeling, Daniel, that Johnsons Cleaners will be sending you some money if you write to them again.

M. LEWIS: Come on Johnsons!

LEWIS: John in Caerphilly has a question. John, your question?

JOHN: Oh hello. On 29th September last, I bought from Argos, I paid by American Express, a Vax - VAX - vacuum cleaner. So I've had it a week or two, but that really was to see how it performed. Now I'm not happy with the way it doesn't pick up dirt and dust, and when I set it to its lowest suction level - well its highest but its lowest to the floor - it seems to be picking up my carpet instead. And I went back to Argos and I said, "Please could I have my money back and I'll give you this vacuum cleaner?" They said "Oh no, we've got an arrangement with Vax whereby your first port of call is to them."

LEWIS: John ...

JOHN: So I said, "Well, look, Sales of Goods Act" and all the rest of it.

LEWIS: Good for you.

JOHN: "My contract is with you!" (*cheers*)

LEWIS: It is indeed. They're queuing up to confirm that, John. So what do you do to enforce that is probably your question?

JOHN: Yes.

LEWIS: Martin?

M. LEWIS: Well I mean first of all let's just say this is again within those rules - fit for purpose. You bought a vacuum cleaner, it doesn't suck up dust, it ain't fit for purpose. Unfortunately you would have to go to court. But I tend to find that going in there and complaining very politely, very nicely but rather loudly in the middle of a shop and saying this is not right, taking in written confirmation of what the Sales of Goods Act says and pointing, underlining and saying, "I would like to show you why this isn't fit for purpose and I'd like to speak to the store manager to do it" tends to solve the problem relatively quickly.

LEWIS: Okay, I think that's advice we're going to hear quite a bit this afternoon.

LEZEMORE: Yeah, can we just extend ...

LEWIS: Joanne?

LEZEMORE: Yeah, can we just extend on that though because this is something we hear a lot. You know customers really can be fobbed off between a manufacturer and a retailer saying you have to go here under the warranty, you have to go there, or there's no warranty, there's no claim. You know the first port of call should always be the retailer. That's who you bought it with. They're the ones who have to sort it out.

M. LEWIS: And I do believe that shop staff should be trained in Sales of Goods Act before they're allowed to go on the shop floor and none of them are in many places.

LEWIS: And sorting it out means giving you your money back, not offering to repair it.

M. LEWIS: Within 4 weeks because he hasn't accepted the goods.

LEZEMORE: Yeah. But if it's in a situation where it does need repairing, you know they should be the ones sorting out the repair, not getting you to phone up the manufacturer and arranging delivery, etcetera.

LEWIS: Right. And let me read you a similar question, but slightly different. This is from Diana. She bought a bed from a shop last Sunday in the sale. It came in two parts and when they put it together the drawers don't shut properly. But she signed for it when it arrived, so she's afraid now that she can't return it. Sylvia?

ROOK: No, signing for something just says you've received it. It's not saying anything about its quality. It doesn't mean you've accepted the goods. You're fully entitled. If they're faulty, if the drawers don't shut, you can send it back and get your money back.

LEWIS: Okay.

LEZEMORE: At the end of the day, the reason why you have this 3 to 4 week period to reject a good is that that's the period of time you've got to inspect them - so you know to actually put them together and say no, it doesn't work. And, yeah, the delivery note wouldn't have any consequence.

LEWIS: Okay, let me read you another email. A very different point from Larry. 'In a rash moment over Christmas, I stupidly agreed and signed a form for a direct debit mandate for £10 monthly to the British Red Cross Society to a doorstep caller. On reading the small print, I am committed to this for at least 12 months.' And he's also complaining about the cost of collecting the money. 'Can you tell me if I can cancel the direct debit?' Martin?

M. LEWIS: Part of direct debit mandate is you can automatically cancel any direct debit. The real question is would you be in breach of contract for doing so. Now I think the fact that they hadn't told you or informed you that you were signing up to a contract is a pretty good idea of that. And, frankly, in this case I would cancel the direct debit. The charity would have to come after you and try and sue you for the money, which I don't think it would do. It wouldn't want those practices to be that public. I would just call your bank, cancel the direct debit, wash your hands of it. And if you want to donate to charity, you can do it by Gift Aid. Give them a lump sum whenever you want if you're not comfortable with it coming out of your money each month.

LEWIS: Always the best way to give to charity. And, Joanne, could there be a contract that said you are signed up for 12 months? Surely Larry would have to have been told that on the doorstep?

LEZEMORE: I think he'd have to be told exactly what it was he was signing up to. And if they then deem it's a contract - not just a donation but a contract to contribute on a regular basis - then you would argue that the doorstep selling regulation should kick in and he should have had a cancellation period.

LEWIS: Right, so it's doorstep selling even though it's to a charity. Okay, well thanks very much for that email, Larry. Goodness me, we're very busy today. Angela's in Potter's Bar with her question. Angela?

ANGELA: Hello. Yeah just before Christmas, my brother-in-law bought an iPod online as a present for my mum. It did arrive, but she wasn't able to sync it through her computer and so took it to the Apple store and it turns out that it's a fake. He bought it with a credit card and he's just wondering is he able to claim a refund?

LEWIS: Where was it from?

ANGELA: From China.

LEWIS: From China. And much did he pay?

ANGELA: I think he paid about £8...

LEWIS: (*simultaneously*) Was it more than £100?

ANGELA: No less. About £84, yeah.

LEWIS: Right.

M. LEWIS: Do you know what the credit card was? Was it a Visa?

ANGELA: I believe so, yeah.

M. LEWIS: Then I described before Visa debit chargeback. You can go to them and say that the goods I got were fake. Unfortunately it's much more difficult with fake goods than non-delivered goods on Visa debit chargeback, but I would have a go. And I'm afraid when you're buying goods outside the European Union, your rights plummet like a stone. You just don't have many.

ANGELA: Yeah. I'm not sure if he was aware that it was outside the European Union when he actually did the transaction.

LEWIS: Try through the debit card, but that's probably all he can do. And very briefly I've got an email from Linda. She ordered items from Amazon 26th November and 5th December. Delivery promised before Christmas. Still not arrived. Emailed Amazon. No reply. Paid with credit card. What are her rights? Sylvia?

ROOK: Well we're back to the same situation with distance selling - that if the goods haven't arrived within 30 days, then the contract is deemed to be cancelled. So it's up to her whether she wants to extend it or whether she wants her money back.

LEWIS: Having said that, whenever she gets them she's got 7 days to return them no fault anyway. So she can just send them back and get her money back, no problem, because it was online.

ROOK: She could cancel now. She could wait till she receives and cancels. If she wants to get them somewhere else, then she gets the goods somewhere else.

LEWIS: And buy them from somebody else. Okay, well that's an answer for you Linda. And we're going to go to Amber in East Sussex now. Amber, your question?

AMBER: Oh hello. I took out a mobile ...

LEWIS: Can you be very brief, Amber. Sorry, I've just looked at the time. Very briefly if you would.

AMBER: Okay, I'll be very brief. I took out a mobile phone contract through a third company. It was a cashback deal where I paid £60 a month and the third company paid me £40 a month back.

M. LEWIS: Let me guess. It went bust?

AMBER: Yes. (*laughs*)

M. LEWIS: It's very common. Unfortunately the networks give these companies money to put on promotions. They put on these promotions saying you'll get cash back. The companies then go bust. The network says it's none of our responsibility. I'm afraid it really isn't any of their responsibility. It should be, it's something I've lobbied the government on. The law should be changed, it's a disgrace, but it is very difficult. I would still call up the network and say this isn't fair, what can you do for me? At least drop your tariff level and it might be less than £50 a month.

LEWIS: So hope to get something back from the phone company.

M. LEWIS: You won't get anything back. You might be able to drop your tariff level.

LEWIS: Yes, yes. Amber, thanks very much for that call. Sorry we had to rush you. And Martin of course rushed his answer into the right length of time. But we have now come to what will be the end of our time in a moment. My thanks to Martin Lewis of MoneySavingExpert.com, Sylvia Rook from Trading Standards, Joanne Lezemoore of Which? Legal Services. Thanks for all your calls and emails. Find out more about taking stuff back on our website: bbc.co.uk/moneybox. Now a quick appeal. Has your car insurer ever contacted you to say you're involved in an accident which you know never happened? And, if so, was the situation resolved? Money Box would like to hear your experiences. Email them Moneybox@bbc.co.uk. Include a phone number. I'm back at noon on Saturday with Money Box; on my Twitter, Paul Lewis Money, 24/7; and here to take more of your calls on Money Box Live next Wednesday afternoon when the subject will be making tax a little bit less taxing.