

## Buying online is not as risky as you think

- Published: [9/06/2013](#) at 12:00 AM
- Newspaper section: [Spectrum](#)

These days online shopping is hugely popular but many people, myself included, approach these transactions with trepidation. This article should put everyone at ease.



Though Thailand does not have the comprehensive consumer rights legislation and numerous advocacy groups one will find in North America or many European countries, there is legislation upon which a disgruntled purchaser can rely. Let me illustrate with an example.

Recently a friend seeking to shed a few pounds ordered a bicycle from an online shopping site based in Thailand. That my friend was too lazy to make his way to one of the numerous bike shops in town speaks volumes about his chances of success, but I digress.

The website described the bike in glowing terms, evoking images of a finely tuned sport car, probably coloured red. The seller has no physical stores, so theoretically that keeps overheads, and thus prices, low. Within a week the bike arrived, partially assembled, and my friend called someone that fancies himself as a road cyclist and a bit of a "wrench", to help him put it together. That was me.

It wasn't only the bike's immense weight that first worried me, it was the quality of the components. This thing would garner looks of pity from other riders in L'Eroica, an annual Italian race in which bikes built after 1986 are deemed too modern. None of my magic was going to get the rattles out of the bike. It was proof again that you often get what you pay for. But what to do?

In countries in which online commerce is now well established, many of the better retailers have, gradually, adopted extremely generous "no questions asked" return policies. This was necessary to get consumers comfortable with "buying first, seeing and touching later". Though Thailand is evolving in this direction, there remains room for improvement. In the interim, though, we can rely on various Thai statutes already in force, including the Electronic Transactions Act (2001), the Direct Sales and Marketing Act (2002) and the Consumer Protection Act (1979).

The Direct Sales and Marketing Act describes "direct sales" as the marketing of goods or services by communicating information about them directly to the consumer at his (or another person's) home or workplace or any other place which is not the marketer's ordinary place of business.

"Direct marketing" is the marketing of goods or services in a manner that communicates information about them directly to the consumer at a distance and expecting the consumer to purchase directly from the direct marketing operator. In layman's terms, the application of the act includes online sales, and sellers that advertise on the radio, in print or on TV for direct shipment to the customer. Anybody operating a direct sales or direct marketing business must be registered under the act. In practice, many sellers are unaware of this registration requirement. Breaches of these requirements and other provisions of the act can lead to imprisonment and financial penalties. Consumers can check whether a seller is registered by contacting the Office of the Consumer Protection Board.

The Consumer Protection Act and the Direct Sales and Marketing Act both contain prohibitions on advertisements that, among other things, contain statements that are false or misleading or that may cause a misunderstanding or that contain statistics that are false or exaggerated. In practice, many advertisers submit their material to the Consumer Protection Board for prior approval.

Possibly my friend could have pursued a remedy under the Consumer Protection Act or the Civil and Commercial Code for breach of these advertising rules. Alternatively he could have filed a complaint with the Consumer Protection Board to pursue the matter on his behalf. Yet he just wanted the bike gone and his money back, and I knew he still had time to legally accomplish this.

The Direct Sales and Marketing Act gives a purchaser the right to terminate the contract of sale within seven days of receiving the goods or service.

Though the act does not put any limitations on this termination right, the Thai Civil and Commercial Code requires the person terminating to act in good faith \_ so, no, you can't order a dress for an evening out and call to cancel the sale the following morning. In effect, the disgruntled purchaser can give the seller notice (in writing) within this time period and then return the goods or care for the goods for 21 days while waiting for the seller to pick them up. If the seller doesn't pick up the rejected goods within the 21 day period the purchaser can keep or dispose of the goods. The seller must return the purchaser's money within 15 days of receiving the termination notice. Note, though, that different rules apply to perishable goods.

With a quick email my friend was able to terminate the contract, and the seller picked the clunky beast up within the week and returned the money at the same time. I consider this an endorsement of Thai consumer protection legislation and the seller's ethics (perhaps nudged along by the legislation).

My friend, however, might consider it a mixed blessing; I goaded him into buying a bike at thrice the price and he now has no excuse for not putting in hard time at the front of our paceline.

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Source: <http://www.bangkokpost.com/news/investigation/354164/buying-online-is-not-as-risky-as-you-think>