



**CZECH AGRICULTURE AND
FOOD INSPECTION AUTHORITY**

Purchasing food online

Guide for consumers



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What purchasing does food online stands for?

In the case you buy foodstuffs including meals over the Internet for your personal consumption and the seller is a business person, so-called distance consumer contract is concluded. At the same time you are, as a consumer, protected by relevant provisions of the Civil Code (Act No. 89/2012 Coll., as amended) and Act on Consumer Protection (Act No. 634/1992 Coll., as amended).

Distance consumer contract is a contract concluded using distance communication tools (e.g. electronic mail or ordering form on the websites), thus such tools enabling conclusion of a contract without simultaneous real presence of contracting parties. In practice *concluding a contract in the case of purchasing food online* means filling and confirming an ordering form and a consent of the purchasing person with trade terms set by the seller.

If foodstuffs are sold online by a natural person who is not a business person, be aware that apart from certain provisions of the Civil Code, less options to remedy the situation are available in the case of problems with the purchase or with the own goods. There are various forms of e-shops selling foodstuffs, starting from classic e-shops to various types of electronic markets (advertisement portals, discount portals, websites comparing prices with own e-shops) or sale over social networks.

Basic recommendations for purchasing food online

1) **Check whether the offered foodstuffs are included in the list of risky websites and products**

On its websites (<http://www.szpi.gov.cz/>, <http://www.potravinynapranari.cz/>) CAFIA releases and regularly updates the list of risky websites and products (see <https://www.szpi.gov.cz/clanek/internetovy-prodej-seznam-rizikovych-webovych-stranek-a-vyrodku.aspx>). E-shops with detected violation of legislation during placing the goods on the market are concerned. They are mostly risky e-shops operated by entities located outside the territory of the CR, which may complicate steps of supervisory authorities towards such entities.

2) **Think about the credibility of the websites**

Pay attention in particular to following facts:

- whether the websites contain obvious language mistakes and typing errors insinuating that automatic translation was used, which could mean that the operator or the administrator does not come from the CR.
- whether name and seat of the seller could be found easily on the websites as well as a contact (P.O.BOX or e-mail is not sufficient). Honest seller has no reason to hide and provide his customers by all information necessary for contacting and possible problem solving.
- whether trade terms or similar and further documents dealing, inter alia, with complaints, delivery conditions, price conditions, etc. can be easily found on the websites and whether they are in Czech language.
- whether the websites are clearly arranged and contain a large amount of links making orientation impossible.

- whether foodstuffs you are ordering are accompanied with all information you need to know to make a decision whether you buy them or not (e.g. information on composition or possible allergens, etc.).
- whether information on payment methods is stated on the websites.

3) Find out the as much information on the seller as possible

Every e-shop operator is obliged to state his/her identification data laid down by legislation, such as company name and seat, ID, information on the record in the trade or another register. Information on the entity operating the e-shop is available for example in the trade register (www.rzp.cz), in the public register (<https://or.justice.cz/ias/ui/rejstrik>) or in the administration register of economic entities (<http://wwwinfo.mfcr.cz/ares/>).

Credibility of the seller may also be supported by a voluntary certificate confirming achieving a certain quality standard of the provided service and the sale. For example certificate of the Association of E-commerce (APEK) is the most known certificate (see www.apek.cz). In certain cases, finding information on the holder name could be important (“owner of the Internet websites”). It does not have to be necessarily identical with the e-shop operator. Information on the person who had registered the websites, at what registrar and where could be available on <https://www.nic.cz/whois/> (in case websites with .cz are concerned) or <https://www.whois.com/whois/> (for all websites in general). These websites are intended for searching of such information. Unfortunately, information in these databases does not have to be true as they are voluntary.

You can also use service *Verification of e-shops* available on www.dtest.cz/eshopy. However, be aware of the fact that even if the websites are in Czech language and prices are in Czech crowns, that does not mean automatically that the seller is based in the CR or has any kind of representation here.

You can also easily find if the e-shop uses secure data transmission and provides thus customers with better protection against misuse of their personal or payment data. Securing of the webpage by the *Hypertext Transfer Protocol Secure* can be distinguished by <https://> in the website address. Current browsers often incorporate functionality warning against unsecured websites directly in the address line.

4) Get well acquainted with trade terms and with your rights

Practically the same rules and legal provisions apply during the sale of food online and classic sale in “brick-and-mortar” shops. As a consumer, you have your right to be submitted general trade terms in paper or electronic form. The seller can meet this obligation by enabling to download of these documents from the websites in a version enabling printing or sending these documents to your e-mail address.

Section 1811, Section 1820 to Section 1839, and Section 2106 of the Civil Code (see <https://www.zakonyprolidi.cz/cs/2012-89>) deal with conditions of distance conclusion of contracts, provision of information to consumers and making claims in detail. Particularly Section 3 to Section 18 (see <https://www.zakonyprolidi.cz/cs/1992-634>) deal with obligations of sellers towards consumers. These pieces of legislation stipulate which information shall be provided to consumers by sellers in particular moments.

When studying trade terms of the e-shop, focus in particular on following information: identification of the seller; steps of conclusion of the contract and incorporation of trade terms into the purchasing contract; languages in which the contract could be concluded; name of the product and description of its features; price of the product and costs of its delivery; costs of communication with the seller; obligation to pay a deposit; delivery terms; payment conditions; procedure in case the delivery is not accepted; conditions of withdrawing from the contract; conditions of claims; archiving of the contract by the seller and access

of the consumer; options to correct errors before sending the order; codex of the seller, procedure during out-of-court settlement of the complaint; personal data protection; use and functionality of the website; which law will be applied in the case of a dispute between the contracting parties.

Before the order is sent, the customer has the right to check and modify the data entered into the order. If you submit the order by means of any distance communication tools, the seller is obliged to confirm its receipt by any distance communication tools and without undue delay.

If the seller asks you to collect the products from his shop or storage and you will sign the contract only in that moment, it may lead to losing the more convenient right of the consumer as in this case, the contract was not concluded in the regime applicable for contracts concluded distantly (compared to collecting the goods at the premises of the seller only when distance contract regime is still concerned).

In the case you receive goods which you had not ordered, you are not obliged to inform the seller of this fact and you are not obliged to pay or return such goods. However, this applies only in the case when the selling entity is a business person; if the goods is sent by an entity that is not a business person, keeping the goods would be regarded as an unfounded enrichment. It is also recommended to check whether you for example agreed such consignment within another order or communication with the seller (various notifications written by small letters, consent to be a member of various "clubs", etc.). When an unrequested goods is sent with related requirement for a payment, aggressive business practices, which are prohibited by legislation, could be concerned.

Purchasing of goods from another EU Member State is regulated in particular by legislation and contractual conditions in the country where the seller is based (if not stipulated otherwise). Elementary rights of consumers towards sellers based in the EU countries are laid down in particular by EP and Council Directive 2011/83/EU on Consumer Rights. If the seller is based or runs his/her business outside the EU territory (e.g. in the USA, China, Russia, etc.), it is necessary to get acquainted with the rights and obligations of the seller and purchaser in as much detail as possible. Enforcement of consumers' law is very limited in the cases of problems with such sellers. Control bodies of EU Member States have very limited powers towards sellers outside the EU.

5) Find out as much information as possible on the foodstuff you intend to buy

Regulation (EU) No. 1169/2011 (see https://eur-lex.europa.eu/legal_content/CS/TXT/?qid=1533022475230&uri=CELEX:32011R1169) deals with provision of information on foodstuffs to consumers. Basic requirements for information on foodstuffs are laid down in particular in Article 7 of this Regulation and requirements for information on foodstuffs sold by distance means are laid down by Article 14 in connection to mandatory information stipulated by Article 9 of this Regulation and any other mandatory information stipulated in further EU legislation (for example requirements for labelling of food supplements).

Act No. 110/1997 Coll., on Foodstuffs and Tobacco products (see <https://www.zakonyprolidi.cz/cs/1997-110>) is another piece of legislation dealing with requirements for information on foodstuffs. In its Section 3 Para 1 p), this Act regulates provision of information on foodstuffs during distance sale.

In the case of foodstuffs offered by means of Internet, information on the products should be accessible to consumers either directly together with the offered goods or it should be accessible e.g. by means of easily and freely available hypertext link.

In the case foodstuffs are offered over the Internet, the e-shop operator is responsible for provision of mandatory information on the foodstuff before the purchase is finished.

Information on the foodstuffs must not be misleading, e.g. assigning effects or features which the foodstuff does not have, emphasising presence or non-presence of certain ingredients or nutrients, etc. Information shall be exact, clear and comprehensible to the consumer.

The seller must not either assign certain features to the foodstuff enabling prevention, mitigation or cure of certain human disease or refer to such features – foodstuff is not a medicament.

Mandatory information on the foodstuff must be indicated in an easily comprehensible language. Czech language is concerned in the CR. Trade name of the foodstuff, address, etc. do not have to be translated (e.g. stewed ham *shaved*, *mint tea*, etc.) as well as data which cannot be unequivocally expressed in Czech language.

In the case of packaged foodstuffs sold over the Internet, in particular following elementary mandatory information pursuant to Regulation (EU) No. 1169/2011 shall be indicated: name of the foodstuff, list of ingredients, allergens, amount of certain ingredients or groups of ingredients, net amount of the foodstuff, specific conditions for storage or use, name or trade name and address of the responsible entity, country or place of origin, instruction for the use where it is necessary for the preparation, content of alcohol (in the case of beverage over 1.2% alcohol), nutritive values.

However, it is not necessary to state best before date (BBD), use by date (UBD) and lot number. Information is indicated on the material supporting the distance sale, e.g. picture of the label, text close to the food picture, etc. or it must be provided by other appropriate means clearly defined by the seller. In the case of use of other appropriate means, mandatory information has to be provided without additional costs for the customer. In the moment when the packaged foodstuff is delivered, all mandatory information mentioned above has to be available including BBD or UBD. Note: However, there is a range of exceptions or additions to the abovementioned mandatory information (e.g. certain mandatory data are not indicated in the case of packaging size smaller than 10 cm² etc.).

In the case of unpackaged foodstuffs including meals, information on allergenic substances is mandatory pursuant to Regulation No. (1169/2011) and has to be provided before the purchase is finished as well as in the moment of delivery.

6) Beware of unfair business practices of sellers

Be aware of information that the seller provides on the websites and what methods are used to persuade you for the purchase. The seller must not use unfair business practices.

Unfair business practices are defined by Section 4 up to Section 5b of the Consumer Protection Act (see <https://www.zakonyprolidi.cz/cs/1992-634>). Business practices regarded as unfair are listed in Annex No. 1 and No. 2 to this Act. For example following situations are concerned:

- a) seller uses a quality brand or another similar denomination without authorisation
- b) seller claims that he or his products was given an authorisation or certification but it is not true
- c) seller untruly claims that the product will be offered during a limited time only
- d) seller claims that or makes an impression that sale of the product is legal but it is not true
- e) seller claims that the offered products facilitate winning games based on chance
- f) seller untruly claims that the product can cure an illness, disorder or disability
- g) seller offers products by means of a competition for prizes without granting such prizes
- h) seller repeatedly makes offers to the customer by means of email or other distance communication tools
- i) seller makes an impression that the customer won or will win a prize on condition he proceeds particular way, however, such prize does not exist, etc.

7) Protect your personal data

When shopping online, mind not to indicate data irrelevant for the seller. Do not indicate extra information (in particular credit card or bank account numbers, access passwords, information on the number of people in the household, children, etc.). It is recommended to create an e-mail address for the purposes of purchasing online, which is available on generally accessible servers for the case that somebody would misuse your address for sending of spams. Internet seller shall ask you to give him consent with processing your personal data. Before giving this consent, read carefully the content of such statement.

We wish you are always content customer purchasing food online!