



Shopping in France



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European Consumer Centre France

ECC-Net

Le guide du consommateur européen

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General opening hours

	Monday-Friday	Saturday	More information
Supermarkets	9 am - 8 pm or even 10 pm	9 am - 8 pm	In larger towns, small groceries ("épiceries") stay open until midnight.
Shops	9 am - 7 pm	9 am - 7 pm	Shops are usually closed on Sundays and for the afternoons of Public Holidays. Smaller shops may close from 12 to 2 pm
Banks	9am to 5pm	9 am to 1 pm	Not all banks are open on Saturdays, some are closed on Mondays
Post offices	9 am to 6 pm	9 am to 1 pm	Not all post offices are open on Saturdays

Concerning chemists, they are usually open from 9 am to 7 pm during the week and 6 pm on Saturdays. In towns with several chemists, a rotation system permits during the nights or on Sunday to have emergency chemists, («pharmacie de garde»).

Prices/pricing

France is one of the 16 members of the Euro zone. As from the 1st January 2011, Estonia will join the Euro-zone. Consequently you will pay your purchases in Euros.

Each trader is compelled to indicate the price for the products sold in his shop, in a clearly, legible and easy to identify manner.

The price must be indicated in Euro and must include the VAT.

The consumer can require to pay the price indicated on the tag. If two prices are noticed on the same product, the consumer can insist to pay the lowest price, except if the price is disproportionate. Even though this is not a legal right, it is a common commercial practice (see also circulaire 19th July 1988).



Receipt: mandatory or not?

- **For the selling of products**

Traders are not obliged to issue a receipt to the consumer, although they usually do on consumer's request. It is though mandatory for online purchases (please see p.13).

- **For services**

When the service costs 15,24€ or more, traders must issue a receipt to the consumer: the original is given to the consumer ; the trader must keep a copy during two years.

In both cases, always ask for a receipt, it can be useful as proof of purchase or in case of guarantee issues.

Methods/means of payment

According to the regulation 2560/2001/EC, since 1st July 2002, banks have to charge **cross-border withdrawals and payments by debit or credit card** like domestic transactions.

Since 1st July 2003 for cross-border bank transfers: the exporting bank can't charge you more than for a domestic transfer if you indicate the IBAN (International Bank Account Number) and BIC (Bank Identifier Code) also known as SWIFT Code of the recipient in the transfer form.

Tip: These cost reliefs only apply for transfers, withdrawals or payments by credit card under 50,000 €.

In France you can pay in cash, by checks or by debit and credit cards.

Payments in cash

For the private individuals (who have their fiscal residence in France), payments in cash are allowed for every transaction/deal below 3000€ - all taxes included - (art. L. 112-6 du code monétaire et financier).

Over 3000€, the payment with cancelled check, postal or bank transfer, credit or payment card is compulsory. The non respect of this rule could lead to a fine of 5% of the amount paid in cash (Décret n° 2010-662 du 16 juin 2010). For foreign tourist (who don't have their fiscal residence in France and act for their private use only), payments in cash are allowed for transactions below 15000€ - all taxes included - (Décret n° 2010-662 16th June 2010).

A deposit in cash is possible in the limit of 460€ (art. L. 112-8 du code monétaire et financier and art. 1649 quater B du Code général des impôts).

The non respect of this rule could lead to a fine of 15000€ maximum (art 1 749 du Code général des impôts).

In case of payment with bank notes or coins, the customer is supposed to give the exact change (article L 112-5 du Code monétaire et financier).

Some traders may refuse to take banknotes of high value (100 or 200 euros) for fear of counterfeit.



Payments with credit card

The credit card (with immediate annuities) is the principal means of payment. Nevertheless, **do not forget before buying to check if the shop accepts Visa or Maestro credit cards and if there is a minimum amount.**

A large range of credit cards including American Express, Mastercard and Visa are accepted in hotels, car rental companies and stores in the main cities. For purchases of low amounts (less of 15€ for instance), certain sellers can refuse a payment with a credit card. However, in small towns or away from tourist areas, it is always useful to have some cash with you.



If you lose your credit card, cancel it as quickly as possible, then make a statement at the Police station. Phone your bank service or contact the issuer

according to your type of card:

- Eurocardmastercard: +33 (0) 1 45 67 84 84
- Visa : 0892 705 705
- Diners club: 0810 314 159
- American express: +33 (0) 1 47 77 72 00

Withdraws

You can withdraw cash from your account with your debit or credit card from every automated teller machine that shows your card symbol.

Even though, fees are the same if you withdraw in your national country or in another country in Euro zone, you should know that the **banks charge higher fees for non-members of their bank or if the customer is not member of a partner bank.**

Cash movements into and out of the EU

As from 15th June 2007, travellers entering or leaving the EU are required to make a declaration to customs authorities if they are carrying €10,000 or more in cash (or its equivalent in other currencies or easily convertible assets such as non crossed cheques).

For further information, see the website of the French customs.

Under the new rules customs authorities are empowered to undertake controls on people and their luggage and detain cash that has not been declared.

For further information, see this website.

For access to declaration forms, click here.

Customs Allowances/duty

VAT

There are **two main rates** of VAT in France. The base rate is 19,6 % and the reduced rate (especially for cultural and food products) is 5,5 %. For medicines, there are two rates: 2,1 % for reimbursable medicine, otherwise 5,5 %.



Purchases made during a trip within the EU and for your personal use, do not require a customs declaration when arriving in France. No additional duty or tax will be charged. If your purchases are equivalent to or less than the quantities shown below, they will, usually, be considered for personal use. If you exceed these quantities you may have to prove that the goods are for your personal use.

Tobacco

You can import only 5 cartons of cigarettes (1.000 cigarettes or 1 kg of tobacco). Be aware however, that the quantities of cigarettes you can import from the new Member states, that is, Hungary, Latvia, Poland, Estonia, Lithuania, Slovakia, Slovenia as well as Czech Republic, are lower. Please get in touch with the French customs office to find out the exact quantities you are allowed.

Alcohol

The authorised quantity depends on the nature of the imported product.

- Spirits (e.g. Whiskies, Gin, Vodka, etc.): 10 litres
- Intermediate products (e.g. Vermouth, Port ...): 20 litres
- Wine: 90 litres (including within this quantity, not more than 60 litres of sparkling wines)
- Beer: 110 litres

For non psychotropic and non drowsiness inducing medicines, the quantity you can bring in has to correspond to the course of treatment, or 3 months at the most. If there is a check, you may have to provide your prescription, so

you should bring it with you.

For psychotropic or drowsiness inducing medicines, the quantity you can bring in has to be in proportion with a personal usage. You also need to possess a medical certificate confirming the necessity for, and the quantity of, these medicines.

For more details, you can consult the website of the French Customs Office, which has accessible information in English, German and Spanish.

It is necessary however to declare to Customs money and valuables which exceed the value of 10.000 € (applicable in all the Member states since 15th. June 2007). This declaration should be done voluntarily by you at the customs control point and may be verified.

More information on the website of the European Commission.

If you are planning to bring in goods subject to formal legal agreements (such as ivory, animals or products protected by the Washington agreement) you should first contact the administrative department of health or customs in France.

If you purchase jewellery during your stay in France, you may need to make a customs declaration when returning to your country of residence.

For further information, please contact your national customs authorities.

Shopper's rights and applicable law

Which law is applicable?

As always, the law of the country where you signed the contract prevails, regardless of your nationality. Thus, if you buy something during your trip to France, the contract is concluded under coverage of the French law. So what are your rights when you purchase goods in France? (for e-commerce purchases please see p.13).

If you encounter a problem

There are **several remedies**.

If the product has a hidden defect (“vice caché”): French law protects the buyer in case of hidden defects (art. 1641 civil code). This legal guarantee covers all the expenses arising from the latent defect. The defect must have existed prior to the sale, and render the product unfit for the use for which it is intended. A replacement, a partial or total refund, or the cancellation of the whole contract can be obtained. This guarantee has to be auctioned within two years of the discovery of the defect.



Photo : © Fotolia

If the product is not conform (L211-1 and following of the consumer code): the consumer can ask either for the repair or for the replacement of the goods. If both of these options prove impossible, the price can be reduced or the contract may even be cancelled. For a product to be conform at least one of the following conditions has to be fulfilled:

- the product fits the purpose for which goods of the same type are normally used the product corresponds to the characteristics laid down in a mutual agreement between seller and buyer.
- the seller is also liable for defects caused during the packaging or because of assembling and installation instructions provided they were at his charge.

The guarantee against “non conformity” lasts for 2 years starting at the delivery of the item. During the first 6 months, it is up to the business to prove that the goods delivered do in fact conform to the order, or are fit for the normal purpose of the product.

If the product causes damage because it is defective (art 1386-1 and following of the Civil code): the trader is responsible for damage caused by a defect in his goods, regardless of whether the damage was caused to the buyer or to a third person. In the case of damage which is due to a defective product, the consumer has the right to obtain a repair for of any damage suffered.

When the consumer asks for an exchange or for a refund of a defective product, if the trader does not answer within 30 days, it is considered a re-

fusal to exchange or to reimburse; and can constitute a malpractice which is pursued by the criminal law.

It is possible for businesses to make **goodwill gestures** and give **additional guarantees**: e.g. “if you are not satisfied you can return the items, and be reimbursed”.

In the case that the seller wants to offer a commercial guarantee in addition to the legal guarantee he has to submit a written document to the consumer stating in all details the content of the guarantee and pointing out that it does not deprive the consumer of his legal guarantee.

It is necessary in every case to refer to the general conditions of the sales contract, or to inquire in the shop. If the trader has mentioned anything concerning exchanges or refunds in his advertisements (either in the shop, or on the invoice or any on other material) he has to follow this. Otherwise, he is liable for misleading advertising.

Door-to-door selling

A door-to-door purchase made in France can be canceled without reason within 7 days after conclusion of the contract.

What is door-to-door selling?

When you buy something at your workplace, in a private residence or in a place, where you normally don't expect to be involved in a sales talk, it is considered as door-to-door selling.

In France, this also applies if you previously invited the seller to visit you. Contracts you conclude with representatives during promotional trips or on the occasion of other Advertising Events are also considered as door-to-door selling.

How can I cancel?

According to French law, it is possible to cancel your order thanks to a cancellation form which can be separated from the contract. This cancellation form should be sent back to the seller per registered letter with recorded delivery. If the seller doesn't give you this cancellation order, the contract is void.

Tip: Purchases during events like fairs are not considered as door-to-door selling

In France, door-to-door selling contracts must at least contain the following details:

- Name and address of the seller
- Place of conclusion of the contract
- Explanation of your cancellation right
- Exact description of the service or item bought with its price, delivery time and type.
- Terms of payment
- Cancellation form....

A separable form is mandatory in France.

Here is a model:

On the back page: the exact and full address where you have to send the form.

On the front page:

Cancellation of the order

(Art. L. 121-23 à L. 121-26 du Code de la consommation),

Conditions:

- Fill in the form and sign it.
- Send it by registered letter with recorded delivery.
- Use the address mentioned on the back page.
- Send it at the latest the 7th day from the date of the order or, if the delay ends normally on a Saturday, Sunday or a public holiday, the first next working day.

I undersigned declare the cancellation of the order:

- Nature of the good or service ordered:
- Date of the order:
- Name of the client:
- Address of the client:

Signature of the client

Sales and discounts: rules in France

There are 2 main sales-periods of a maximum duration of 5 weeks in the winter and summer. The dates are decided by each French department by order of the Prefect. Since January 1st 2009, shopkeepers, if they inform custo-

mers about the terms and conditions of these operations, can offer discounts during two more weeks and organize clearance sales at any time. In addition, in case of a clearance sale along with the catchword “everything MUST go”, the dealer has to stop advertising as soon as the concerned stocks have run out.

Clear information about store cards

In France, whenever a dealer advertises a discount in his store, there has to be **an advertisement inside the point of sale** to inform clients about the terms and conditions. **Store cards are included**, since very often only card owners can benefit from the discounts which are being offered. However, many consumers are not aware of the exact conditions concerning those special discounts: for example, there might be discounts exclusively available to a certain age group. So before signing up for a store card, ask for the main characteristics and check if this card is useful for you.

The basis price has to be available

In France, factory outlets and sales via internet may indicate the basis price using **two methods**:

- Either the dealer chooses to set the basis price to the lowest value the item has experienced within the last 30 days preceding the sale (it may also refer to a similar item), or he maintains the recommended retail price given by the manufacturer or importer.
- In case there is neither a recommended retail price nor a similar item available, the dealer might refer to a price that has been suggested beforehand and which can actually date up to three years.

Nevertheless, the customer has to be made aware of where the basis price has its origins and the store or website has to be able to prove that the basis price is a realistic one.

Tips when you go “bargain hunting”...

- **Limiting the legal guarantee on items sold during “sales” is subject to very strict conditions.** Shopkeepers still have to respect specific legal rules during the sales. The customer has the same rights as usual concerning manufacturing defects and after-sales service. This implies that the

shopkeeper is obliged to exchange or to reimburse an item that has a hidden defect (a defect you could not see when you bought the product) or which does not conform to the order (see above).

- A statement that **“Goods can neither be returned nor exchanged”** can only refer to items which have been specially indicated as faulty, or to those which are normally exchanged only as a goodwill gesture. If you buy faulty goods without being alerted, your rights to after-sales service still apply. **In any case, always be careful when buying goods in sales and inspect them thoroughly!**
- **In the shop, the distinction between reduced and non-reduced items must be made clearly visible to the consumer.** If this does not happen, it constitutes misleading advertising. However, a general indication is enough if the discount or the new price is the same for all the goods, for instance, a 10% discount on all the items in a certain shelf.
- **The following pricing details should appear clearly on the label:**
 - The previous price has to be crossed out (this price has to be the lowest one that was indicated within the last 30 days before the sales)
 - The new price
 - The total amount of the discount

Some tips for an Online purchase in France

Which law is applicable?

As the law of the country where you signed the contract prevails, usually the law of your country of residence applies. For further information contact your local ECC. (For purchases in a shop in France, please see p.8).

Some “golden rules” for your e-commerce purchases:

- **Before completing your purchase, verify the general terms and conditions and your guarantees!**

Verify your products in your basket, their prices, the delivery fees, the general terms and conditions of sale, and the guarantees given by the seller. Does he

offer a commercial guarantee in addition to the legal guarantee?

Always print or save the contract and the purchase conditions.

- **Verify how your personal information will be used!**

- will it be used to be given to third parties?
- will it be used to subscribe you to other offers?



- **You should receive a purchase confirmation! Above all, keep it or print it!**

- **Your withdrawal rights!**

If you are not satisfied with your product, resend it as soon as possible (a European directive settles a minimum delay of 7 days, but depending on the national transposition of this text, this deadline might be different in your country, contact your local ECC for further information).

Attention! Some products or services do not adhere to this withdrawal delay: CDs or DVDs in which the packaging was opened, magazines or journals, travel services, etc.

- **Verify the state of the product on delivery!**

Point out any damage to the transporter.

If the product is damaged or does not correspond to what you asked for, file immediately a complaint to the transporter and the seller.

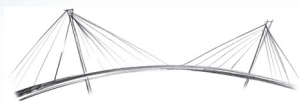
Is it impossible to find an amicable solution? Send a letter demanding a reimbursement, reparations or delivery of a new merchandise. It is preferable to fix a reasonable delay with your seller.

Contact your ECC

As the law of the country where you signed the contract prevails, usually the law of your country of residence applies. For further information contact your local ECC. (For purchases in a shop in France, please see p.8).

Useful link

Tourist information can be found via the following links to websites for tourism and travel: joint project tourism (ECC-Net) or www.tourisme.gouv.fr



EURO-INFO-CONSOMMATEURS



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http://ec.europa.eu/consumers/ecc/index_en.htm

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