

## Shopping in France

### **Shops' general opening hours**

Monday - Friday: 9 am – 8 pm, Saturday: 9 am – 7 pm, some supermarkets are open: 9 am – 8 pm or even 10 pm. smaller shops may close from 12 to 2pm. Shops are usually closed on Sundays and for the afternoons of Public Holidays. In larger towns, small groceries ("épiceries") stay open until midnight.

### **Banks' general opening hours**

Monday - Friday: 9am to 5pm, Saturday: 9 am to 2 pm, not all banks are open on Saturdays, some are closed on Mondays

### **Post offices' opening hours**

Monday - Friday: 9 am to 6 pm Saturday: 9 am to 1 pm. Not all post offices are open on Saturdays

### **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 %. On some products, such as certain medicines, the rate is zero.

#### **1. Shopper's rights**

If you encounter a problem concerning a purchase you made in a shop in France, French law generally applies. If there is 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.

**If the product does 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. The guarantee against "non conformity" lasts for 2 years. 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.

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". 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.

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

## **2. Sales: Top Tips when you go "bargain hunting" ...**

The dates of sales periods are fixed in every department by the prefects, after consultation with the local traders. Usually sales last for six weeks during June-July and January-February.

**As from 2009, the six weeks period will be shortened to five weeks. For the two remaining weeks the sellers will have the liberty to decide on any date within the year.**

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

## **3. Means of payments**

In France you can pay with money, by checks or by credit cards. The credit card is the principal means of payment. You can use it even for small amounts. Nevertheless, do not forget before buying that the shop accepts Visa or Maestro credit cards.

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**

<http://www.mastercardfrance.com/fr/index.php> : +33 (0) 1 45 67 84 84

**Visa** <http://www.carte-bleue.com/> : 0892 705 705

**Diners club**: 0810 314 159

**American express** <http://www.americanexpress.com/france/homepage.shtml>: +33 (0) 1 47 77 72 00