A FINE OF PLN 3.5 MILLION FOR COMFORT MED+. BREACHING CONSUMER RIGHTS AT COMMERCIAL SHOWS

* **Comfort Med+ was misinforming consumers by sending them invitations to shows and during products presentations. It was also breaching their rights to rescind agreements.**
* **The President of the Office of Competition and Consumer Protection (UOKiK), Tomasz Chróstny, imposed a fine of 3.5 million PLN on Comfort Med+ and ordered that unfair practices be discontinued immediately.**
* **Consumer, you have the right to rescind, within 14 days, the agreement concluded during a show, and should any problems arise - you may take advantage of legal aid free of charge.**

**[Warsaw, 7 August 2020]** The Comfort Med+ company from Wysogotowo had been organising commercial shows on a large scale all Poland-wide. During the shows, they had been selling, among others, massage devices, containers, vacuum cleaners. UOKiK has been notified of the irregularities by the Provincial Trade Inspection Authority from Łódź. Consumers, too, have been lodging complaints.

- *The evidence collected during the proceedings has confirmed that the Comfort Med+ company had been applying unfair market practices. It had been misinforming consumers and had been hampering their rescission of the agreements concluded at a show. For example, we are in possession of the recorded phone calls of a single mother whom the Comfort Med+ representatives were trying to persuade that she had no right to rescind her agreement amounting to PLN 8,500 within the statutory term. Such behaviour is not only illegal but also immoral* - says Tomasz Chróstny, President of the Office of Competition and Consumer Protection.

The company was inviting its consumers for shows by calling them. However, telemarketers were misrepresenting the aim of the meeting. They were elaborating, for example, on the promotion of healthy lifestyle or some new chain stores distributing household appliances where you could get an attractive gift. They did not mention, though, that during the presentation sales activities were going to be carried out. Consumers were also misled during the shows. The company representatives were proud to talk about their alleged cooperation with sponsors and about holding a network of post-accident rehabilitation outlets and salons with rehabilitation equipment which were non-existent in fact. The aim of such message was to make the company more prestigious and to induce trust.

What is more, Comfort Med+ was misinforming its consumers wishing to rescind their agreements concluded during the show. According to relevant laws, you can do it within 14 days with no need to state the reason or suffer any costs (except for the expenditure resulting from sending the shopping back). Meanwhile, the company representatives claimed during phone calls that it was impossible as a consequence of e.g. receiving a gift from a “sponsor” or purchasing some equipment enhancing the condition of your health. As an “act of their good will”, they suggested concluding an annex - waiver from a part of your shopping or gifts and decreasing the amount to be paid.

This is how it was described by one of the consumers: “*As soon as she heard that I wanted to step back, she was shouting and intimidating me that if I didn’t pay for the mat, she would charge some additional costs on me for a set of pots, a vacuum cleaner and a miraculous pot for everything. She said that I knew what I had been doing and she kept on asking me what I was thinking of that I wanted to return the goods then. The only amicable settlement, as she called it, was the proposal that I would choose two items for the price of PLN 3,500”.*

The consumers who rescinded the agreement and sent their shopping back were charged with the costs of some alleged drop in their value. In most cases, Comfort Med+ summoned them to pay the damages amounting to 40% of the price. Meanwhile, the consumers complained that they had not even unpacked the shopping or that they were given some products which had been used by sales people during the show to demonstrate their properties.

- *The right to rescind the agreement concluded beyond the company premises, that is, for example, during a show, is one of the basic consumer rights. For such transactions, the legislator has provided for 14 days for considering the purchase made frequently under the influence of emotion. If a consumer compares prices and finds out that they have overpaid or that they don’t need the product, they have an unalienable right to return it. Obviously, they have also the right to see their shopping, try it, try it on, of course in a way so as not to destroy it. Hampering rescission of the agreement, accrual of some costs or misinforming about regulations is absolutely unacceptable. I have imposed a heavy fine on Comfort Med+ which will hopefully act as a deterrent for other entities applying unfair practices at commercial shows -* says Tomasz Chróstny, President of UOKiK.

The fine for Comfort Med+ amounts to more than PLN 3.5 million (PLN 3,527,910). What is more, the company must immediately cease to apply the questioned practices, and as soon as the decision of the President of UOKiK becomes legally valid - notify the consumers about it.

**What can a consumer do?**

* You have 14 days to rescind an agreement concluded at a show. You do not need to state any reason. During that time, you must send a relevant declaration to the company - [the form may be downloaded from the website of UOKiK](https://prawakonsumenta.uokik.gov.pl/prawo-odstapienia-od-umowy/forma/). Within the next 14 days you should send back, at your own cost, the purchased products. The entrepreneur must return the entire paid price to you.
* If the company did not inform you about your right to rescind the agreement contrary to the effective laws, this period shall be extended to 12 months.
* You have the right to see, try on, try the products purchased at a show - the same as if you did it in a traditional shop. If you have damaged the product, the trader may deduct the amount by which its value was decreased. Under no circumstances may the entrepreneur refuse to accept the rescission due to tearing the original packaging. To be on the safe side, take a photo before sending your shopping back.
* If you face any problems, seek free-of-charge help from a consumer ombudsman.

**Consumer support:**

Phone: +48 801 440 220 or +48 22 290 89 16 – consumer helpline
E-mail: porady@dlakonsumentow.pl
[Consumer ombudsmen](https://uokik.gov.pl/pomoc.php) – in your city/town or district
Regional Consumer Centres: Phone: +48 22 299 60 90 – [Dlakonsumenta.pl](http://dlakonsumenta.pl/)