I&#65533;m sending this complaint on behalf of my sister against Blooming. I have attached the photos. Please see for yourself especially the pink colour flowers. It is really in bad shape and they actually had used that for an RM180.00 order. I plan to take it out and throw it. I think they should have used better flowers, better colour combinations and more flowers. It looks empty. And I think a better vase could have been used. My sister did send me the photo that she saw online. That arrangement looks good. If similar things can not be done at least something near to that could have been delivered. &#65533; When a customer spent RM280.00 in total they definitely will expect a good product. It was lucky I&#65533;m her sister, if it was some one else it will be so embarrassing. There receiver would think that she had sent them a cheap flower arrangement. I hope you all will understand our frustration from a customer point of view. &#65533; Thanks.   &#65533; <hr style="text-align: justify;" /> &#65533; NCCC Advise: As a consumer, we have many rights and we are protected by many laws its just that most of the times we are not aware of it and we may not know the proper channel to bring up our complaint and frustrations. As a guiding tool we would like to share certain laws

Response after NCCC&#65533;s action: From Company - We will ask our florist in Seremban to collect back the flowers from the customer and will give the customer a full refund.

From Complainant- Please be informed that, I checked my maybank account and there was RM280 cash deposit&#65533; done. Thank you so much for your support and commitment. If your side not had been involved, maybe I just could end up with the discount RM 30 only. For information, I just received phone call from blooming informing that they will refund the RM280 via online banking and an email will be send to me to verify on this matter.&#65533; Yet I am still waiting for the email from blooming, once it is done I will immediately revert to you. Thank you so much again, your work highly appreciated. Dear consumers we would like to draw your specific attention to the following provisions which us protection when we face similar situation as above;

Consumer Protection Act 1999

Section 10. False or misleading representation
(1) No person shall make a false or misleading representation that - (a) The goods are of a particular kind, standard, quality, grade, quantity, composition, style or model;
(b) The goods have had a particular history or particular previous use;
(c) The services are of a particular kind, standard, quality or quantity;
(d) The services are supplied by any particular person or by any person of a particular trade, qualification or skill;
(e) A particular person has agreed to acquire the goods or services;
(f) The goods are new or reconditioned;
(g) The goods were manufactured, produced, processed or reconditioned at a particular time;
(h) The goods or services have any sponsorship, approval, endorsement, performance characteristics, accessories, uses or benefits;
(i) The person has any sponsorship, approval, endorsement or affiliation;
(j) Concerns the need

for any goods or services;
(k) Concerns the existence, exclusion or effect of any condition, guarantee, right or remedy; or
(l) Concerns the place of origin of the goods. (2) In this section, "quantity" includes length, width, height, area, volume, capacity, weight and number.

Section 32. Implied guarantee as to acceptable quality

(1) Where goods are supplied to a consumer there shall be implied a guarantee that the goods are of acceptable quality. (2) For the purposes of subsection (1), goods shall be deemed to be of acceptable quality - (a) If they are -(i) fit for all the purposes for which goods of the type in question are commonly supplied; (ii) Acceptable in appearance and finish;
(iii) Free from minor defects; (IV) Safe; (v) Durable; and (b) A reasonable consumer fully acquainted with the state and condition of the goods, including any hidden defects, would regard the goods as acceptable having regard to - (i) the nature of the goods; (ii) The price; (iii) Any statements made about the goods on any packaging or label on the goods;
(iv) Any representation made about the goods by the supplier or the manufacturer; and
(v) All other relevant circumstances of the supply of the goods. (3) Where any defects in the goods have been specifically drawn to the consumer's attention before he agrees to the supply, then, the goods shall not be deemed to have failed to comply with the implied guarantee as to acceptable quality by reason only of those defects.

(4) Where goods are displayed for sale or hire, the defects that are to be treated as having been specifically drawn to the consumer's attention for the purposes of subsection (3) shall be defects disclosed on a written notice displayed with the goods.

(5) Goods shall not be deemed to have failed to comply with the implied guarantee as to acceptable quality if - (a) the goods have been used in a manner or to an extent which is inconsistent with the manner or extent of use that a reasonable consumer would expect to obtain from the goods; and (b) the goods would have complied with the implied guarantee as to acceptable quality if they had not been used in that manner or to that extent. (6) A reference in subsections (3) and (4) to a defect is a reference to any failure of the goods to comply with the implied guarantee as to acceptable quality.