



**Department
for Business
Innovation & Skills**

**The Consumer Contracts
(Information, Cancellation and
Additional Payments) Regulations
2013**

Draft Regulations

AUGUST 2013

DRAFT REGULATIONS

STATUTORY INSTRUMENTS

2013 No. 0000

The Consumer Contracts (Information, Cancellation and Additional Payments) Regulations 2013

<i>Made</i> - - - -	***
<i>Laid before Parliament</i>	***
<i>Coming into force</i> - -	***

CONTENTS

PART 1

General

1. Citation and commencement
2. Regulations superseded
3. Review
4. “Consumer” and “trader”
5. Other definitions
6. Limits of application: general

PART 2

Information requirements

CHAPTER 1

Provision of information

7. Application of Part 2
8. Making information etc available to a consumer
9. Information to be provided before making an on-premises contract
10. Information to be provided before making an off-premises contract
11. Provision of information in connection with repair or maintenance contracts
12. Provision of copy or confirmation of off-premises contracts
13. Information to be provided before making a distance contract
14. Requirements for distance contracts concluded by electronic means
15. Telephone calls to conclude a distance contract
16. Confirmation of distance contracts
17. Burden of proof in relation to off-premises and distance contracts

CHAPTER 2

Offences

18. Offence relating to the failure to give notice of the right to cancel

19. Defence of due diligence
20. Liability of persons other than the principal offender
21. Offences committed by bodies of persons
22. Duty to enforce
23. Powers of investigation
24. Obstruction of authorised officers
25. Freedom from self-incrimination

PART 3 Right to cancel

26. Application of Part 3
27. Limits of application: circumstances excluding cancellation
28. Right to cancel
29. Normal cancellation period
30. Cancellation period extended for breach of information requirement
31. Exercise of the right to withdraw or cancel
32. Effect of withdrawal or cancellation
33. Reimbursement by trader in the event of withdrawal or cancellation
34. Return of goods in the event of cancellation
35. Provision of service in cancellation period
36. Provision of digital content in cancellation period
37. Effects of withdrawal or cancellation on ancillary contracts

PART 4 Additional payments

38. Additional payments under a contract
39. Charges for communication by telephone

PART 5 Enforcement

40. Complaints
41. Orders to secure compliance
42. Notification of undertakings and orders to the CMA
43. Consumer's right of redress

SCHEDULE 1 — Information relating to on-premises contracts

SCHEDULE 2 — Information relating to distance and off-premises contracts

SCHEDULE 3 — Information about the exercise of the right to cancel

The Secretary of State, as a Minister designated for the purposes of section 2(2) of the European Communities Act 1972(a) in relation to matters relating to consumer protection(a), makes the following Regulations in exercise of the powers conferred by section 2(2) of that Act.

(a) 1972 c. 68.

PART 1

General

Citation and commencement

1.—(1) These Regulations may be cited as the Consumer Contracts (Information, Cancellation and Additional Payments) Regulations 2013 and come into force on [].

(2) These Regulations apply in relation to contracts entered into on or after that date.

Regulations superseded

2. The following do not apply in relation to contracts entered into on or after []—

- (a) the Consumer Protection (Distance Selling) Regulations 2000 (S.I. 2000/2334);
- (b) the Cancellation of Contracts made in a Consumer's Home or Place of Work etc Regulations 2008 (S.I. 2008/1816).

Review

3.—(1) The Secretary of State must before the end of each review period—

- (a) carry out a review of these Regulations,
- (b) set out the conclusions of the review in a report, and
- (c) publish the report.

(2) In carrying out the review, the Secretary of State must, so far as is reasonable, have regard to what is done in other member States to implement Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EC and Directive 97/7/EC of the European Parliament and of the Council.

(3) The report must in particular—

- (a) set out the objectives intended to be achieved by these Regulations,
- (b) assess the extent to which those objectives have been achieved, and
- (c) assess whether those objectives remain appropriate and, if so, the extent to which they could be achieved in a way that imposes less regulation.

(4) A review period is—

- (a) the period of 5 years beginning with the day on which these Regulations come into force, and
- (b) each successive period of 5 years.

“Consumer” and “trader”

4. In these Regulations—

“consumer” means an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession;

“trader” means a person acting (personally or through an agent) for purposes relating to that person's trade, business, craft or profession.

(a) Article 2 of, and the Schedule to, The European Communities (Designation) (No. 3) Order 1993 (S.I. 1993/2661).

Other definitions

5. In these Regulations—

“business premises” in relation to a trader means—

- (a) any immovable retail premises where the activity of the trader is carried out on a permanent basis, or
- (b) any movable retail premises where the activity of the trader is carried out on a usual basis;

“CMA” means the Competition and Markets Authority;

“commercial guarantee”, in relation to a contract, means any undertaking by the trader or producer to the consumer (in addition to the trader’s duty to supply goods that are in conformity with the contract) to reimburse the price paid or to replace, repair or service goods in any way if they do not meet the specifications or any other requirements not related to conformity set out in the guarantee statement or in the relevant advertising available at the time of the contract or before it is entered into;

“court”—

- (a) in relation to England and Wales, means the county court or the High Court,
- (b) in relation to Northern Ireland, means a county court or the High Court, and
- (c) in relation to Scotland means the sheriff or the Court of Session;

“digital content” means data which are produced and supplied in digital form;

“distance contract” means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded;

“district heating” means the supply of heat (in the form of steam or hot water or otherwise) from a central source of production through a transmission and distribution system to heat more than one building;

“durable medium” means paper or email, or any other medium (including a website) that—

- (a) allows information to be addressed personally to the recipient,
- (b) enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and
- (c) allows the unchanged reproduction of the information stored;

“functionality” in relation to digital content includes region coding, restrictions incorporated for the purposes of digital rights management, and other technical restrictions;

“goods” means any tangible moveable items, but that includes water, gas and electricity if and only if they are put up for sale in a limited volume or a set quantity;

“off-premises contract” means a contract between a trader and a consumer which is any of these—

- (a) a contract concluded in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;
- (b) a contract for which an offer was made by the consumer in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;
- (c) a contract concluded on the business premises of the trader or through any means of distance communication immediately after the consumer was personally and individually addressed in a place which is not the business premises of the trader in the simultaneous physical presence of the trader and the consumer;
- (d) a contract concluded during an excursion organised by the trader with the aim or effect of promoting and selling goods or services to the consumer;

“on-premises contract” means a contract between a trader and a consumer which is neither a distance contract nor an off-premises contract;

“public auction” means a method of sale where—

- (a) goods or services are offered by a trader to consumers through a transparent, competitive bidding procedure run by an auctioneer,
- (b) the consumers attend or are given the possibility to attend in person, and
- (c) the successful bidder is bound to purchase the goods or services;

“sales contract” means a contract under which a trader transfers or agrees to transfer the ownership of goods to a consumer and the consumer pays or agrees to pay the price (whether or not the contract also covers services);

“service” includes—

- (a) the provision of water, gas or electricity if they are not put up for sale in a limited volume or a set quantity, and
- (b) the provision of district heating;

“service contract” means a contract, other than a sales contract, under which a trader supplies or agrees to supply a service to a consumer and the consumer pays or agrees to pay the price.

Limits of application: general

6. (1)—These Regulations do not apply to a contract, to the extent that it is—

- (a) for gambling within the meaning of the Gambling Act 2005 (which includes gaming, betting and participating in a lottery);
- (b) for services of a banking, credit, insurance, personal pension, investment or payment nature;
- (c) for the creation of immovable property or of rights in immovable property;
- (d) for rental of accommodation for residential purposes;
- (e) for the construction of new buildings, or the construction of substantially new buildings by the conversion of existing buildings;
- (f) for the supply of foodstuffs, beverages or other goods intended for current consumption in the household and which are supplied by a trader on frequent and regular rounds to the consumer’s home, residence or workplace;
- (g) within the scope of Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours;
- (h) within the scope of Directive 2008/122/EC of the European Parliament and of the Council on the protection of consumers in respect of certain aspects of timeshare, long-term holiday product, resale and exchange contracts.

(2) These Regulations do not apply to contracts—

- (a) concluded by means of automatic vending machines or automated commercial premises;
- (b) concluded with a telecommunications operator through a public telephone for the use of the telephone;
- (c) concluded for the use of one single connection, by telephone, internet or fax, established by a consumer;
- (d) under which goods are sold by way of execution or otherwise by authority of law.

(3) Paragraph (1)(b) is subject to regulations 37(4) (ancillary contracts) and 38(3) (additional payments).

PART 2
Information requirements
CHAPTER 1
Provision of information

Application of Part 2

7.—(1) This Part applies to on-premises, off-premises and distance contracts, subject to paragraphs (2), (3) and (4) and regulation 6.

(2) This Part does not apply to contracts to the extent that they are—

- (a) for the supply of a medicinal product by administration by a prescriber, or under a prescription or directions given by a prescriber;
- (b) for the supply of a product by a health care professional or a person included in a relevant list, under arrangements for the provision of services as part of the health service, where the product is one that, at least in some circumstances is available under such arrangements free or on prescription.

(3) This Part, except for regulation 14(1) to (5), does not apply to contracts to the extent that they are for passenger transport services.

(4) This Part does not apply to off-premises contracts under which the payment to be made by the consumer is not more than £42.

(5) In paragraph (2)—

“health care professional” and “prescriber” have the meaning given by regulation 2(1) of the National Health Service (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013;

“health service” means—

- (a) the health service as defined by section 275(1) of the National Health Service Act 2006 or section 206(1) of the National Health Service (Wales) Act 2006,
- (b) the health service as defined by section 108(1) of the National Health Service (Scotland) Act 1978, or
- (c) any of the health services under any enactment which extends to Northern Ireland and which corresponds to section 1(1) of the National Health Service Act 2006;

“medicinal product” has the meaning given by regulation 2(1) of the Human Medicines Regulations 2012;

“relevant list” means—

- (a) a relevant list for the purposes of the National Health Service (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013, or
- (b) a list maintained under those Regulations.

Making information etc available to a consumer

8. For the purposes of this Part, something is made available to a consumer only if an average consumer would be aware of how to access it.

Information to be provided before making an on-premises contract

9.—(1) Before the consumer is bound by an on-premises contract, the trader must give or make available to the consumer the information described in Schedule 1 in a clear and comprehensible manner, if that information is not already apparent from the context.

(2) Paragraph (1) does not apply to a contract which involves a day-to-day transaction and is performed immediately at the time when the contract is entered into.

Information to be provided before making an off-premises contract

10.—(1) Before the consumer is bound by an off-premises contract, the trader—

- (a) must give the consumer the information listed in Schedule 2 in a clear and comprehensible manner, and
- (b) if a right to cancel exists, must give the consumer a cancellation form as set out in part B of Schedule 3.

(2) The information and any cancellation form must be given on paper or, if the consumer agrees, on another durable medium and must be legible.

(3) The information referred to in paragraphs (l), (m) and (n) of Schedule 2 may be provided by means of the model instructions on cancellation set out in part A of Schedule 3; and a trader who has supplied those instructions to the consumer, correctly filled in, is to be treated as having complied with paragraph (1) in respect of those paragraphs.

(4) If the trader has not complied with paragraph (1) in respect of paragraph (g), (h) or (m) of Schedule 2, the consumer is not to bear the charges or costs referred to in those paragraphs.

(5) This regulation is subject to regulation 11.

Provision of information in connection with repair or maintenance contracts

11.—(1) If the conditions in paragraphs (2), (3) and (4) are met, regulation 10(1) does not apply to an off-premises contract where—

- (a) the contract is a service contract,
- (b) the consumer has explicitly requested the trader to provide the service for the purpose of carrying out repairs or maintenance,
- (c) the obligations of the trader and the consumer under the contract are to be performed immediately, and
- (d) the payment to be made by the consumer is not more than £170.

(2) The first condition is that, before the consumer is bound by the contract, the trader gives or makes available to the consumer on paper or, if the consumer expressly agrees, on another durable medium—

- (a) the information referred to in paragraphs (b) to (d), (f) and (g) of Schedule 2,
- (b) an estimate of the total price, where it cannot reasonably be calculated in advance, and
- (c) where a right to cancel exists, a cancellation form as set out in part B of Schedule 3.

(3) The second condition is that, before the consumer is bound by the contract, the trader gives or makes available to the consumer the information referred to in paragraphs (a), (l) and (o) of Schedule 2, either on paper or another durable medium or otherwise if the consumer expressly agrees.

(4) The third condition is that the confirmation of the contract provided in accordance with regulation 12 contains the information required by regulation 10(1).

Provision of copy or confirmation of off-premises contracts

12.—(1) In the case of an off-premises contract, the trader must give or make available to the consumer a copy of the signed contract or confirmation of the contract.

(2) The confirmation must include all the information referred to in Schedule 2 unless the trader has already provided that information to the consumer on a durable medium prior to the conclusion of the off-premises contract.

(3) The copy or confirmation must be provided on paper or, if the consumer agrees, on another durable medium.

(4) The copy or confirmation must be provided within a reasonable time after the conclusion of the contract, but in any event—

- (a) not later than the time of the delivery of any goods supplied under the contract,
- (b) before provision begins of any digital content provided under the contract otherwise than on a tangible medium, and
- (c) before performance begins of any service provided under the contract.

(5) If the contract is for the provision of digital content not on a tangible medium and the consumer has given the consent and acknowledgement referred to in regulation 36(1)(a) and (b), the copy or confirmation must include confirmation of the consent and acknowledgement.

Information to be provided before making a distance contract

13.—(1) Before the consumer is bound by a distance contract, the trader—

- (a) must give or make available to the consumer the information listed in Schedule 2 in a clear and comprehensible manner, and in a way appropriate to the means of distance communication used, and
- (b) if a right to cancel exists, must give or make available to the consumer a cancellation form as set out in part B of Schedule 3.

(2) In so far as the information is provided on a durable medium, it must be legible.

(3) Any cancellation form must be provided on a durable medium and must be legible.

(4) The information referred to in paragraphs (l), (m) and (n) of Schedule 2 may be provided by means of the model instructions on cancellation set out in part A of Schedule 3; and a trader who has supplied those instructions to the consumer, correctly filled in, is to be treated as having complied with paragraph (1) in respect of those paragraphs.

(5) Where a distance contract is concluded through a means of distance communication which allows limited space or time to display the information—

- (a) the information listed in paragraphs (a), (b), (f), (g), (h), (l) and (s) of Schedule 2 must be provided on that means of communication in accordance with paragraphs (1) and (2), but
- (b) the other information required by paragraph (1) may be provided in another appropriate way.

(6) If the trader has not complied with paragraph (1) in respect of paragraph (g), (h) or (m) of Schedule 2, the consumer is not to bear the charges or costs referred to in those paragraphs.

Requirements for distance contracts concluded by electronic means

14.—(1) This regulation applies where a distance contract is concluded by electronic means.

(2) If the contract places the consumer under an obligation to pay, the trader must make the consumer aware in a clear and prominent manner, and directly before the consumer places the order, of the information listed in paragraphs (a), (f), (g), (h), (s) and (t) of Schedule 2.

(3) The trader must ensure that the consumer, when placing the order, explicitly acknowledges that the order implies an obligation to pay.

(4) If placing an order entails activating a button or a similar function, the trader must ensure that the button or similar function is labelled in an easily legible manner only with the words ‘order with obligation to pay’ or a corresponding unambiguous formulation indicating that placing the order entails an obligation to pay the trader.

(5) If the trader has not complied with paragraphs (3) and (4), the consumer is not bound by the contract or order.

(6) The trader must ensure that any trading website through which the contract is concluded indicates clearly and legibly, at the latest at the beginning of the ordering process, whether any delivery restrictions apply and which means of payment are accepted.

Telephone calls to conclude a distance contract

15. If the trader makes a telephone call to the consumer with a view to concluding a distance contract, the trader must, at the beginning of the conversation with the consumer, disclose—

- (a) the trader's identity,
- (b) where applicable, the identity of the person on whose behalf the trader makes the call, and
- (c) the commercial purpose of the call.

Confirmation of distance contracts

16.—(1) In the case of a distance contract the trader must give or make available to the consumer confirmation of the contract on a durable medium.

(2) The confirmation must include all the information referred to in Schedule 2 unless the trader has already provided that information to the consumer on a durable medium prior to the conclusion of the distance contract.

(3) If the contract is for the provision of digital content not on a tangible medium and the consumer has given the consent and acknowledgment referred to in regulation 36(1)(a) and (b), the confirmation must include confirmation of the consent and acknowledgement.

(4) The confirmation must be provided within a reasonable time after the conclusion of the contract, but in any event—

- (a) not later than the time of delivery of any goods supplied under the contract,
- (b) before provision begins of any digital content provided under the contract otherwise than on a tangible medium, and
- (c) before performance begins of any service provided under the contract.

(5) For the purposes of paragraph (4), the confirmation is treated as provided as soon as the trader has sent it or done what is necessary to make it available to the consumer.

Burden of proof in relation to off-premises and distance contracts

17.—(1) This regulation applies to proceedings relating to contravention by a trader of a provision of regulations 10 to 16, other than proceedings—

- (a) for an offence under regulation 18, or
- (b) relating to compliance with an injunction, interdict or order under regulation 41.

(2) If there are facts from which the court could, in the absence of another explanation, hold that the trader contravened the provision, the court must do so unless the trader shows that the trader did not contravene it.

CHAPTER 2

Offences

Offence relating to the failure to give notice of the right to cancel

18.—(1) A trader is guilty of an offence if the trader enters into an off-premises contract to which regulation 10 applies but fails to give the consumer the information listed in paragraph (l), (m) or (n) of Schedule 2 in accordance with that regulation.

(2) A person who is guilty of an offence under paragraph (1) is liable on summary conviction to a fine not exceeding level 5 on the standard scale.

Defence of due diligence

19.—(1) In any proceedings against a person (A) for an offence under regulation 18 it is a defence for A to prove—

- (a) that the commission of the offence was due to—

- (i) the act or default of another, or
 - (ii) reliance on information given by another, and
 - (b) that A took all reasonable precautions and exercised all due diligence to avoid the commission of such an offence by A or any person under A's control.
- (2) A person is not entitled to rely on the defence provided by paragraph (1) without leave of the court unless—
- (a) that person has served on the prosecutor a notice in writing giving such information as was in that person's possession identifying or assisting in the identification of the other person; and
 - (b) the notice is served on the prosecutor not less than seven clear days before the hearing of the proceedings or, in Scotland, the diet of trial.

Liability of persons other than the principal offender

20. Where the commission by a person of an offence under regulation 18 is due to the act or default of another person, that other person is guilty of the offence and may be proceeded against and punished whether or not proceedings are taken against the first person.

Offences committed by bodies of persons

- 21.**—(1) Where an offence under regulation 18 committed by a body corporate is proved—
- (a) to have been committed with the consent or connivance of an officer of the body corporate or
 - (b) to be attributable to any neglect on the part of an officer of the body corporate,
- the officer, as well as the body corporate is guilty of the offence and liable to be proceeded against and punished accordingly.
- (2) In paragraph (1) a reference to an officer of a body corporate includes a reference to—
- (a) a director, manager, secretary or other similar officer; and
 - (b) a person purporting to act as a director, manager, secretary or other similar officer.
- (3) Where an offence under regulation 18 committed in Scotland by a Scottish partnership is proved—
- (a) to have been committed with the consent or connivance of a partner, or
 - (b) to be attributable to any neglect on the part of a partner,
- that partner, as well as the partnership shall be guilty of the offence and liable to be proceeded against and punished accordingly.
- (4) In paragraph (3) a reference to a partner includes a person purporting to act as a partner.

Duty to enforce

- 22.**—(1) Subject to paragraphs (2) and (3)—
- (a) it is the duty of every weights and measures authority in Great Britain to enforce regulation 18 within its area; and
 - (b) it is the duty of the Department of Enterprise Trade and Investment in Northern Ireland to enforce regulation 18 within Northern Ireland.
- (2) No proceedings for an offence under regulation 18 may be instituted in England and Wales except by or on behalf of an enforcement authority.
- (3) Nothing in paragraph (1) authorises any weights and measures authority to bring proceedings in Scotland for an offence.

Powers of investigation

23.—(1) If a duly authorised officer of an enforcement authority has reasonable grounds for suspecting that an offence has been committed under regulation 18, the officer may require a person carrying on or employed in a business to produce any document relating to the business, and take copies of it or any entry in it for the purposes of ascertaining whether such an offence has been committed.

(2) If the officer has reasonable grounds for believing that any documents may be required as evidence in proceedings for such an offence, the officer may seize and detain them and shall, if the officer does so, inform the person from whom they are seized.

(3) In this regulation “document” includes information recorded in any form.

(4) The reference in paragraph (1) to production of documents is, in the case of a document which contains information recorded otherwise than in a legible form, a reference to the production of a copy of the information in a legible form.

(5) An officer seeking to exercise a power under this regulation must do so only at a reasonable hour and on production (if required) of the officer’s identification and authority.

(6) Nothing in this regulation requires a person to produce or provide, or authorises a person to inspect or take possession of, anything in respect of which a claim to legal professional privilege (in Scotland, to confidentiality of communications) could be maintained in legal proceedings.

Obstruction of authorised officers

24.—(1) A person commits an offence if that person—

- (a) intentionally obstructs an officer of an enforcement authority acting in pursuance of functions under regulation 23;
- (b) fails without reasonable cause to comply with any requirement properly made by such an officer under regulation 23; or
- (c) fails without reasonable cause to give such an officer any other assistance or information which the officer may reasonably require for the purpose of the performance of functions under regulation 23.

(2) A person giving any information which is required from that person under paragraph (1)(c) is guilty of an offence if, in doing so, the person makes any statement knowing it to be false in a material particular.

(3) A person guilty of an offence under paragraph (1) or (2) is liable on summary conviction to a fine not exceeding level 3 on the standard scale.

Freedom from self-incrimination

25. Nothing in regulation 23 or 24 is to be construed as requiring a person to answer any question or give any information if to do so might incriminate that person.

PART 3

Right to cancel

Application of Part 3

26.—(1) This Part applies to distance and off-premises contracts between a trader and a consumer, subject to paragraphs (2) and (3) and regulations 6 and 27.

(2) This Part does not apply to contracts to the extent that they are—

- (a) for the supply of a medicinal product by administration by a prescriber, or under a prescription or directions given by a prescriber;

(b) for the supply of a product by a health care professional or a person included in a relevant list, under arrangements for the provision of services as part of the health service, where the product is one that, at least in some circumstances is available under such arrangements free or on prescription;

(c) for passenger transport services.

(3) This Part does not apply to off-premises contracts under which the payment to be made by the consumer is not more than £42.

(4) In paragraph (2)(a) and (b), expressions defined in regulation 7(5) have the meaning given there.

Limits of application: circumstances excluding cancellation

27.—(1) This Part does not apply as regards the following—

(a) the supply of—

(i) goods, or

(ii) services, other than provision of water, gas, electricity or district heating,

for which the price is dependent on fluctuations in the financial market which cannot be controlled by the trader and which may occur within the cancellation period;

(b) the supply of non-prefabricated goods that are made on the basis of an individual choice of or decision by the consumer, or of goods that are clearly personalised;

(c) the supply of goods which are liable to deteriorate or expire rapidly;

(d) the supply of alcoholic beverages, where—

(i) their price has been agreed at the time of the conclusion of the sales contract,

(ii) delivery of them can only take place after 30 days, and

(iii) their value is dependent on fluctuations in the market which cannot be controlled by the trader;

(e) contracts where the consumer has specifically requested a visit from the trader for the purpose of carrying out urgent repairs or maintenance;

(f) the supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications;

(g) contracts concluded at a public auction;

(h) the provision of accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities, if the contract provides for a specific date or period of performance.

(2) Sub-paragraph (e) of paragraph (1) does not prevent this Part applying to a contract for—

(a) services in addition to the urgent repairs or maintenance requested, or

(b) goods other than replacement parts necessarily used in making the repairs or carrying out the maintenance,

if the trader provides them on the occasion of a visit such as is mentioned in that sub-paragraph.

(3) The rights conferred by this Part cease to be available in the following circumstances—

(a) in the case of a contract for the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons, if they are unsealed after delivery;

(b) in the case of a contract for the supply of sealed audio or sealed video recordings or sealed computer software, if the goods are unsealed after delivery;

(c) in the case of any sales contract, if the goods are, according to their nature, inseparably mixed with other items after delivery.

Right to cancel

28.—(1) The consumer may cancel a distance or off-premises contract at any time in the cancellation period without giving any reason, and without incurring any costs other than any under these provisions—

- (a) regulation 33(3) (enhanced delivery chosen by consumer);
- (b) regulation 33(9) (value of goods diminished by consumer handling);
- (c) regulation 34(5) (goods returned by consumer);
- (d) regulation 35(4) (service provided at consumer's request).

(2) The cancellation period begins when the contract is entered into and ends in accordance with regulation 29 or 30.

(3) Paragraph (1) does not affect the consumer's right to withdraw an offer made by the consumer to enter into a distance or off-premises contract, at any time before the contract is entered into, without giving any reason and without incurring any costs.

Normal cancellation period

29.—(1) The cancellation period ends as follows, unless regulation 30 applies.

(2) If the contract is—

- (a) a service contract, or
- (b) a contract for the supply of digital content which is not supplied on a tangible medium,

the cancellation period ends at the end of 14 days after the day on which the contract is entered into.

(3) If the contract is a sales contract and none of paragraphs (4) to (6) applies, the cancellation period ends at the end of 14 days after the day on which the goods come into the physical possession of—

- (a) the consumer, or
- (b) a person, other than the carrier, identified by the consumer to take possession of them.

(4) If the contract is a sales contract under which multiple goods are ordered by the consumer in one order but some are delivered on different days, the cancellation period ends at the end of 14 days after the day on which the last of the goods come into the physical possession of—

- (a) the consumer, or
- (b) a person, other than the carrier, identified by the consumer to take possession of them.

(5) If the contract is a sales contract under which goods consisting of multiple lots or pieces of something are delivered on different days, the cancellation period ends at the end of 14 days after the day on which the last of the lots or pieces come into the physical possession of—

- (a) the consumer, or
- (b) a person, other than the carrier, identified by the consumer to take possession of them.

(6) If the contract is a sales contract for regular delivery of goods during a defined period of more than one day, the cancellation period ends at the end of 14 days after the day on which the first of the goods come into the physical possession of—

- (a) the consumer, or
- (b) a person, other than the carrier, identified by the consumer to take possession of them.

Cancellation period extended for breach of information requirement

30.—(1) This regulation applies if the trader does not provide the consumer with the information on the right to cancel required by paragraph (1) of Schedule 2, in accordance with Part 2.

(2) If the trader provides the consumer with that information in the period of 12 months beginning with the first day of the 14 days mentioned in regulation 29 (2) to (6), but otherwise in

accordance with Part 2, the cancellation period ends at the end of 14 days after the consumer receives the information.

(3) Otherwise the cancellation period ends at the end of 12 months after the day on which it would have ended under regulation 29.

Exercise of the right to withdraw or cancel

31.—(1) To withdraw an offer to enter into a distance or off-premises contract, the consumer must inform the trader of the decision to withdraw it.

(2) To cancel a contract under regulation 28(1), the consumer must inform the trader of the decision to cancel it.

(3) To inform the trader under paragraph (2) the consumer may either—

- (a) use a form following the model cancellation form in part B of Schedule 3, or
- (b) make any other clear statement setting out the decision to cancel the contract.

(4) If the trader gives the consumer the option of filling in and submitting such a form or other statement on the trader's website—

- (a) the consumer need not use it, but
- (b) if the consumer does, the trader must communicate to the consumer an acknowledgement of receipt of the cancellation on a durable medium without delay.

(5) Where the consumer informs the trader under paragraph (2) by sending a communication, the consumer is to be treated as having cancelled the contract in the cancellation period if the communication is sent before the end of the period.

(6) In case of dispute it is for the consumer to show that the contract was cancelled in the cancellation period in accordance with this regulation.

Effect of withdrawal or cancellation

32.—(1) If a contract is cancelled under regulation 28(1)—

- (a) the cancellation ends the obligations of the parties to perform the contract, and
- (b) regulations 33 to 37 apply.

(2) Regulation 37 also applies if the consumer withdraws an offer to enter into an off-premises or distance contract.

Reimbursement by trader in the event of withdrawal or cancellation

33.—(1) The trader must reimburse all payments, other than payments for delivery, received from the consumer, subject to paragraph (9).

(2) The trader must reimburse any payment for delivery received from the consumer, unless the consumer expressly chose a kind of delivery costing more than the least expensive common and generally acceptable kind of delivery offered by the trader.

(3) In that case, the trader must reimburse any payment for delivery received from the consumer up to the amount the consumer would have paid if the consumer had chosen the least expensive common and generally acceptable kind of delivery offered by the trader.

(4) Reimbursement must be without undue delay, and in any event not later than the time specified in paragraph (5) or (6).

(5) If the contract is a sales contract and the trader has not offered to collect the goods, the time is the end of 14 days after—

- (a) the day on which the trader receives the goods back, or
- (b) if earlier, the day on which the consumer supplies evidence of having sent the goods back.

(6) Otherwise, the time is the end of 14 days after the day on which the trader is informed of the consumer's decision to withdraw the offer or cancel the contract, in accordance with regulation 31.

(7) The trader must make the reimbursement using the same means of payment as the consumer used for the initial transaction, unless the consumer has expressly agreed otherwise.

(8) The trader must not impose any fee on the consumer in respect of the reimbursement.

(9) If (in the case of a sales contract) the value of the goods is diminished by any amount as a result of handling of the goods by the consumer beyond what is necessary to establish the nature, characteristics and functioning of the goods, the trader may recover that amount from the consumer, up to the contract price.

(10) An amount that may be recovered under paragraph (9)—

(a) may be deducted from the amount to be reimbursed under paragraph (1);

(b) otherwise, must be paid by the consumer to the trader.

(11) Paragraph (9) does not apply if the trader has failed to provide the consumer with the information on the right to cancel required by paragraph (1) of Schedule 2, in accordance with Part 2.

(12) For the purposes of paragraph (9) handling is beyond what is necessary to establish the nature, characteristics and functioning of the goods if, in particular, it goes beyond the sort of handling that might reasonably be allowed in a shop.

Return of goods in the event of cancellation

34.—(1) Where a sales contract is cancelled under regulation 28(1), it is the trader's responsibility to collect the goods if—

(a) the trader has offered to collect them, or

(b) in the case of an off-premises contract, the goods were delivered to the consumer's home when the contract was entered into and could not, by their nature, normally be returned by post.

(2) If it is not the trader's responsibility under paragraph (1) to collect the goods, the consumer must—

(a) send them back, or

(b) hand them over to the trader or to a person authorised by the trader to receive them.

(3) The address to which goods must be sent under paragraph (2)(a) is—

(a) any address specified by the trader for sending the goods back;

(b) if no address is specified for that purpose, any address specified by the trader for the consumer to contact the trader;

(c) if no address is specified for either of those purposes, any place of business of the trader.

(4) The consumer must send off the goods under paragraph (2)(a), or hand them over under paragraph (2)(b), without undue delay and in any event not later than 14 days after the day on which the consumer informs the trader as required by regulation 31(2).

(5) The consumer must bear the direct cost of returning goods under paragraph (2), unless—

(a) the trader has agreed to bear those costs, or

(b) the trader failed to provide the consumer with the information about the consumer bearing those costs, required by paragraph (m) of Schedule 2, in accordance with Part 2.

(6) The consumer—

(a) is not required to bear any other cost of returning goods under paragraph (2), and

(b) is not required to bear any cost of collecting of goods under paragraph (1).

Provision of service in cancellation period

35.—(1) Under a service contract, the trader must not begin the supply of the service before the end of the cancellation period provided for in regulation 29(1) unless the consumer has made an express request on a durable medium.

(2) In the case of a service other than provision of water, gas, electricity or district heating, the consumer ceases to have the right to cancel a service contract under regulation 28(1) if the service has been fully performed, and performance of the service began—

- (a) after a request by the consumer in accordance with paragraph (1), and
- (b) with the acknowledgement that the consumer would lose that right once the contract had been fully performed by the trader.

(3) Paragraphs (4) to (6) apply where a contract is cancelled under regulation 28(1) and a service has been provided in the cancellation period.

(4) Where the service is provided in response to a request in accordance with paragraph (1), the consumer must (subject to paragraph (6)) pay to the trader an amount—

- (a) for the provision of the service for the period for which it is provided, ending with a day not later than the last day before the trader is informed of the consumer's decision to cancel the contract, in accordance with regulation 31(2), and
- (b) which is in proportion to what has been provided, in comparison with the full coverage of the contract.

(5) The amount is to be calculated—

- (a) on the basis of the total price agreed in the contract, or
- (b) if the total price is excessive, on the basis of the market value of the service that has been provided, calculated by comparing prices for equivalent services provided by other traders.

(6) The consumer bears no cost for provision of the service, in full or in part, in the cancellation period, if—

- (a) the trader has failed to provide the consumer with the information on the right to cancel required by paragraph (l) of Schedule 2, or the information on payment of that cost required by paragraph (n) of that Schedule, in accordance with Part 2, or
- (b) the service is not provided in response to a request in accordance with paragraph (1).

Provision of digital content in cancellation period

36.—(1) Under a contract for the provision of digital content not on a tangible medium, the trader must not begin provision of the digital content before the end of the cancellation period provided for in regulation 29(1), unless—

- (a) the consumer has given express consent,
- (b) the consumer has acknowledged that the right to cancel the contract under regulation 28(1) will be lost, and
- (c) the trader has provided the confirmation required by regulation 12(5) or 16(3).

(2) The consumer ceases to have the right to cancel such a contract under regulation 28(1) if before the end of the cancellation period provision of the digital content has begun after the consumer has given the consent and acknowledgement required by paragraph (1).

(3) Paragraph (4) applies where a contract is cancelled under regulation 28(1) and digital content has been provided, not on a tangible medium, in the cancellation period.

(4) The consumer bears no cost for provision of the digital content, in full or in part, in the cancellation period, if—

- (a) the consumer has not given prior express consent to the beginning of the performance of the digital content before the end of the 14-day period referred to in regulation 29,

- (b) the consumer gave that consent but did not acknowledge when giving it that the right to cancel would be lost, or
- (c) the trader failed to provide confirmation required by regulation 12(5) or 16(3).

Effects of withdrawal or cancellation on ancillary contracts

37.—(1) Without prejudice to Article 15 of Directive 2008/48/EC of the European Parliament and of the Council of 23 April 2008 on credit agreements for consumers, if a consumer withdraws an offer to enter into a distance or off-premises contract, or cancels such a contract under regulation 28(1), any ancillary contracts are automatically terminated, without any costs for the consumer, other than any costs under these provisions—

- (a) regulation 33(3) (enhanced delivery chosen by consumer);
- (b) regulation 33(9) (value of goods diminished by consumer handling);
- (c) regulation 34(5) (goods returned by consumer);
- (d) regulation 35(4) (service provided at consumer’s request).

(2) When a trader is informed by a consumer under regulation 31(1) or (2) of a decision to withdraw an offer or cancel a contract, the trader must inform any other trader with whom the consumer has an ancillary contract that is terminated by paragraph (1).

(3) An “ancillary contract”, in relation to a distance or off-premises contract (the “main contract”), means a contract by which the consumer acquires goods or services related to the main contract, where those goods are supplied or those services are provided—

- (a) by the trader, or
- (b) by a third party on the basis of an arrangement between the third party and the trader.

(4) Regulation 6(1)(b) (exclusion of financial services contracts) does not limit the contracts that are ancillary contracts for the purposes of this regulation.

PART 4

Additional payments

Additional payments under a contract

38.—(1) Under a contract between a trader and a consumer, no payment is payable in addition to the remuneration agreed for the trader’s main obligation unless, before the consumer became bound by the contract, the trader obtained the consumer’s express consent.

(2) There is no express consent (if there would otherwise be) for the purposes of this paragraph if consent is inferred from the consumer not changing a default option (such as a pre-ticked box on a website).

(3) This regulation does not apply if the trader’s main obligation is to provide services within regulation 6(1)(b), but in any other case it applies even if an additional payment is for such services.

Charges for communication by telephone

39.—(1) Paragraph (2) applies where a trader makes a telephone number available by which a consumer may contact the trader about a contract concluded with the trader.

(2) The number must be one of the following—

- (a) a geographic number;
- (b) a mobile number;
- (c) a non-geographic number to which, under the OFCOM requirements, calls must be free of charge;

- (d) a number to which, under the OFCOM requirements, calls may not be charged at more than the rate for calls to a geographic number.
- (3) Paragraph (2) does not apply if the contract is for passenger transport services.
- (4) In this regulation—
 - (a) “geographic number”, “mobile number” and “non-geographic number” have the meaning given by the NTNP;
 - (b) “OFCOM requirements” means the requirements of the NTNP and the general conditions set by the Office of Communications under section 45 of the Communications Act 2003;

and the “NTNP” means the National Telephone Numbering Plan as published from time to time by the Office of Communications under section 56 of the Communications Act 2003.

PART 5

Enforcement

Complaints

40.—(1) It is the duty of an enforcement authority to consider any complaint made to it about a contravention of these Regulations, unless—

- (a) the complaint appears to the authority to be frivolous or vexatious, or
- (b) another enforcement authority has notified the CMA that it agrees to consider the complaint.

(2) If an enforcement authority has notified the CMA as mentioned in paragraph (1)(b), that authority is under a duty to consider the complaint.

(3) An enforcement authority which is under a duty to consider a complaint must—

- (a) decide whether or not to make an application under regulation 41, and
- (b) give reasons for its decision.

(4) In deciding whether or not to make an application, an enforcement authority may, if it considers it appropriate to do so, have regard to any undertaking given to it or another enforcement authority by or on behalf of any person as to compliance with these Regulations, and to any enforcement action taken under Part 8 of the Enterprise Act 2002(a).

(5) The following are enforcement authorities for the purposes of these Regulations—

- (a) every local weights and measures authority in Great Britain;
- (b) the Department of Enterprise, Trade and Investment in Northern Ireland.

Orders to secure compliance

41.—(1) An enforcement authority may apply for an injunction, or in Scotland an interdict or order of specific implement, against any person who appears to the authority to be responsible for a contravention of these Regulations.

(2) The court on an application under this regulation may grant an injunction, interdict or order on such terms as it thinks fit to secure compliance with these Regulations.

Notification of undertakings and orders to the CMA

42. An enforcement authority must notify the CMA—

(a) 2002 c. 40.

- (a) of any undertaking given to it by or on behalf of any person who appears to it to be responsible for a contravention of these Regulations;
- (b) of the outcome of any application made by it under regulation 41, and of the terms of any undertaking given to the court or of any order made by the court;
- (c) of the outcome of any application made by it to enforce a previous order of the court.

Consumer's right of redress

43.—(1) Where a trader receives an additional payment which, under regulation 38, is not payable under a contract, the contract is to be treated as providing for the trader to repay the payment to the consumer.

(2) Where a trader makes a telephone number available that contravenes regulation 39, the contract is to be treated as providing for the trader to pay to any consumer using the number to contact the trader about a contract concluded with the trader to pay to the consumer the cost of the consumer's call.

	<i>Name</i>
Parliamentary Under-Secretary of State for Employment Relations, Competition and Consumers	Department for Business, Innovation and Skills
Date	

SCHEDULE 1

Regulation 9(1)

Information relating to on-premises contracts

The information referred to in regulation 9(1) is—

- (a) the main characteristics of the goods or services, to the extent appropriate to the medium of communication and to the goods or services;
- (b) the identity of the trader (such as the trader's trading name), the geographical address at which the trader is established and the trader's telephone number;
- (c) the total price of the goods or services inclusive of taxes, or where the nature of the goods or services is such that the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated;
- (d) where applicable, all additional delivery charges or, where those charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable;
- (e) where applicable, the arrangements for payment, delivery, performance, and the time by which the trader undertakes to deliver the goods or to perform the service;
- (f) where applicable, the trader's complaint handling policy;
- (g) in the case of a sales contract, a reminder that the trader is under a legal duty to supply goods that are in conformity with the contract;
- (h) where applicable, the existence and the conditions of after-sales services and commercial guarantees;
- (i) the duration of the contract, where applicable, or, if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the contract;
- (j) where applicable, the functionality, including applicable technical protection measures, of digital content;
- (k) where applicable, any relevant compatibility of digital content with hardware and software that the trader is aware of or can reasonably be expected to have been aware of.

Information relating to distance and off-premises contracts

The information referred to in regulations 10(1) and 13(1) is (subject to the note at the end of this Schedule)—

- (a) the main characteristics of the goods or services, to the extent appropriate to the medium of communication and to the goods or services;
- (b) the identity of the trader (such as the trader's trading name);
- (c) the geographical address at which the trader is established and the trader's telephone number, fax number and e-mail address, where available, to enable the consumer to contact the trader quickly and communicate efficiently;
- (d) where the trader is acting on behalf of another trader, the geographical address and identity of that other trader;
- (e) if different from the address provided in accordance with paragraph (c), the geographical address of the place of business of the trader, and, where the trader acts on behalf of another trader, the geographical address of the place of business of that other trader, where the consumer can address any complaints;
- (f) the total price of the goods or services inclusive of taxes, or where the nature of the goods or services is such that the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated,
- (g) where applicable, all additional delivery charges and any other costs or, where those charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable;
- (h) in the case of a contract of indeterminate duration or a contract containing a subscription, the total costs per billing period or (where such contracts are charged at a fixed rate) the total monthly costs;
- (i) the cost of using the means of distance communication for the conclusion of the contract where that cost is calculated other than at the basic rate;
- (j) the arrangements for payment, delivery, performance, and the time by which the trader undertakes to deliver the goods or to perform the services;
- (k) where applicable, the trader's complaint handling policy;
- (l) where a right to cancel exists, the conditions, time limit and procedures for exercising that right in accordance with regulations 28 to 31;
- (m) where applicable, that the consumer will have to bear the cost of returning the goods in case of cancellation and, for distance contracts, if the goods, by their nature, cannot normally be returned by post, the cost of returning the goods;
- (n) that, if the consumer exercises the right to cancel after having made a request in accordance with regulation 35(1), the consumer is to be liable to pay the trader reasonable costs in accordance with regulation 35(4);
- (o) where a right to cancel is not provided for in accordance with regulation 27, the information that the consumer will not benefit from a right to cancel or, where applicable, the circumstances under which the consumer loses the right to cancel;
- (p) in the case of a sales contract, a reminder that the trader is under a legal duty to supply goods that are in conformity with the contract;
- (q) where applicable, the existence and the conditions of after-sale customer assistance, after-sales services and commercial guarantees;
- (r) the existence of relevant codes of conduct, as defined in regulation 5(3)(b) of the Consumer Protection from Unfair Trading Regulations 2008, and how copies of them can be obtained, where applicable;

- (s) the duration of the contract, where applicable, or, if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the contract;
- (t) where applicable, the minimum duration of the consumer's obligations under the contract;
- (u) where applicable, the existence and the conditions of deposits or other financial guarantees to be paid or provided by the consumer at the request of the trader;
- (v) where applicable, the functionality, including applicable technical protection measures, of digital content;
- (w) where applicable, any relevant compatibility of digital content with hardware and software that the trader is aware of or can reasonably be expected to have been aware of;
- (x) where applicable, the possibility of having recourse to an out-of-court complaint and redress mechanism, to which the trader is subject, and the methods for having access to it.

Note: In the case of a public auction, the information listed in paragraphs (b) to (e) may be replaced with the equivalent details for the auctioneer.

Information about the exercise of the right to cancel

A. Model instructions for cancellation

Right to cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day [See Note 1].

To exercise the right to cancel, you must inform us [See Note 2] of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory. [See Note 3]

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than—

- (a) 14 days from the day you return any goods supplied, or provide evidence that you have returned them, or
- (b) if there were no goods supplied, 14 days from the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. [See Note 4].

[See Note 5]

[See Note 6]

Notes on instructions for completion:

1. Insert one of the following texts between inverted commas:
 - (a) in the case of a service contract or a contract for the supply of digital content which is not supplied on a tangible medium: “of the conclusion of the contract.”;
 - (b) in the case of a sales contract: “on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.”;
 - (c) in the case of a contract relating to multiple goods ordered by the consumer in one order and delivered separately: “on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.”;
 - (d) in the case of a contract relating to delivery of a good consisting of multiple lots or pieces: “on which you acquire, or a third party other than the carrier and indicated by

- you acquires, physical possession of the last lot or piece.”;
- (e) in the case of a contract for regular delivery of goods during a defined period of time: “on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the first good.”.
2. Insert your name, geographical address and, where available, your telephone number, fax number and e-mail address.
 3. If you give the option to the consumer to electronically fill in and submit information about the consumer’s cancellation from the contract on your website, insert the following: “You can also electronically fill in and submit the model cancellation form or any other clear statement on our website [insert Internet address]. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by e-mail) without delay.”.
 4. In the case of sales contracts in which you have not offered to collect the goods in the event of cancellation insert the following: “We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.”.
 5. If the consumer has received goods in connection with the contract
 - (a) insert:
 - “We will collect the goods.”; or,
 - “You shall send back the goods or hand them over to us or ... [insert the name and geographical address, where applicable, of the person authorised by you to receive the goods], without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.”
 - (b) insert:
 - “We will bear the cost of returning the goods.”,
 - “You will have to bear the direct cost of returning the goods.”,
 - If, in a distance contract, you do not offer to bear the cost of returning the goods and the goods, by their nature, cannot normally be returned by post: “You will have to bear the direct cost of returning the goods, ... EUR [insert the amount].”; or if the cost of returning the goods cannot reasonably be calculated in advance: “You will have to bear the direct cost of returning the goods. The cost is estimated at a maximum of approximately ... EUR [insert the amount].”; or
 - If, in an off-premises contract, the goods, by their nature, cannot normally be returned by post and have been delivered to the consumer’s home at the time of the conclusion of the contract: “We will collect the goods at our own expense.”; and,
 - (c) insert
 - “You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.”
 6. In the case of a service contract insert the following: “If you requested to begin the

performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.”.

B. Model cancellation form

To [here the trader’s name, geographical address and, where available, fax number and e-mail address are to be inserted by the trader]:

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the provision of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate.

EXPLANATORY NOTE

(This note is not part of the Regulations)

These Regulations implement most provisions of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council^(a). The remaining provisions of the Directive are implemented in the Consumer Rights (Payment Surcharges) Regulations 2012, the draft Consumer Rights Bill, the draft Consumer Protection from Unfair Trading (Amendment) Regulations and [the Enterprise Act 2002 (Part 8 Community Infringements) Order 2013]. [That Order provides that enforcement procedures under Part 8 of the Enterprise Act 2002 apply in relation to a breach of these Regulations.] A Transposition Note detailing how the Directive is implemented in the UK is available from the BIS website at www.gov.uk/bis, [and is published with the Explanatory Memorandum alongside the instrument on www.legislation.gov.uk].

The Regulations apply to contracts between traders and consumers, as defined in regulation 4. Some provisions of the Regulations apply only to on-premises contracts, some only to off-premises contracts, and some only to distance contracts; these terms are defined in regulation 5. Regulations 6, 7 and 26 provide for a number of excluded contracts (such as contracts for gambling, health services and services of a banking or insurance nature) to which provisions in the Regulations do not apply.

Part 2 of the Regulations requires traders to provide information to consumers in relation to contracts concluded between them. Regulation 9 and Schedule 1 specify the information (including the main characteristics of the goods or service, the identity of the trader and the total price) which a trader must provide to a consumer before entering into an on-premises contract. Regulations 10, 13 and Schedule 2 specify the information required for an off-premises contract or

(a) OJ L 304, 22.11.2011, p. 64.

a distance contract (including delivery arrangements, the trader's complaint handling policy, if there is one, and cancellation rights). Regulations 12 and 16 require the trader to provide the consumer with a copy of the signed contract or confirmation of the contract, within a reasonable time after the conclusion of the contract. Regulation 18 provides that a trader is guilty of a criminal offence if the trader enters into an off-premises contract without having provided the information on cancellation rights specified by regulation 10 and Schedule 2.

Part 3 of the Regulations contains provisions concerning a consumer's right to cancel a distance or off-premises contract without giving any reason or incurring any costs other than those specified. Regulation 28 establishes the right to cancel. Regulation 29 provides for a cancellation period of 14 days calculated from the date of conclusion of the contract or the date of delivery, according to the type of contract. Regulation 30 provides that the cancellation period may be extended by up to 12 months if the trader does not provide the consumer with the information on cancellation rights specified in Schedule 2. Regulation 33 requires the trader to pay a refund to the consumer within 14 days of being informed of the cancellation or within 14 days of the goods being returned or evidence of return being provided; the trader may deduct from the refund an amount reflecting the diminished value of the goods caused by unnecessary handling by the consumer. Regulation 34 requires the consumer to return any goods to the trader and bear the cost of doing so, unless the trader has agreed to collect the goods or bear the costs of the consumer returning them. Regulations 35 and 36 provide that the consumer loses the right to cancel where a service or digital content is provided during the cancellation period, if the consumer acknowledged that the right would be lost in those circumstances. Regulation 37 provides that an ancillary contract is automatically terminated on cancellation of the main contract.

Regulation 38 provides that a consumer is not required to make payments in addition to those agreed for the trader's main obligation, unless the consumer gave express consent before conclusion of the contract. Regulation 39 provides that, where the trader operates a telephone line for consumers to contact the trader about a contract concluded, the trader's telephone number must be a geographic number, a mobile number, a number which is free of charge, or a number charged at no more than a geographic number.

Regulations 40 and 41 provide that local weights and measures authorities and the Department of Enterprise, Trade and Investment in Northern Ireland may consider complaints about surcharges, and may apply to a court for an injunction (or in Scotland an interdict or order of specific implement) against a trader acting in breach of the Regulations. Regulation 43 provides that a consumer may recover from a trader payments made to the trader in breach of regulation 38 or 39.

The Regulations extend to England and Wales, Scotland and Northern Ireland. Regulation 2 provides that the Regulations supersede the Consumer Protection (Distance Selling) Regulations 2000 and the Cancellation of Contracts made in a Consumer's Home or Place of Work etc Regulations 2008. Regulation 3 requires the Secretary of State to review the Regulations within 5 years.

An impact assessment of the effect that the instrument will have on the costs of business, the voluntary sector and the public sector is available from the BIS website at www.gov.uk/bis, [and is published with the Explanatory Memorandum alongside the instrument on www.legislation.gov.uk.] [A copy has also been placed in the Libraries of both Houses of Parliament.]

© Crown copyright 2013

You may re-use this information (not including logos) free of charge in any format or medium, under the terms of the Open Government Licence. Visit www.nationalarchives.gov.uk/doc/open-government-licence, write to the Information Policy Team, The National Archives, Kew, London TW9 4DU, or email: psi@nationalarchives.gsi.gov.uk.

This publication is also available on our website at www.gov.uk/bis

Any enquiries regarding this publication should be sent to:

Department for Business, Innovation and Skills
1 Victoria Street
London SW1H 0ET
Tel: 020 7215 5000

If you require this publication in an alternative format, email enquiries@bis.gsi.gov.uk, or call 020 7215 5000.

BIS/13/1111