



Department for
Business, Energy
& Industrial Strategy

CONSUMER CONTRACT REGULATIONS REVIEW

Call for evidence

Closing date: 1 May 2019

March 2019



OGL

© Crown copyright 2019

This publication is licensed under the terms of the Open Government Licence v3.0 except where otherwise stated. To view this licence, visit nationalarchives.gov.uk/doc/open-government-licence/version/3 or write to the Information Policy Team, The National Archives, Kew, London TW9 4DU, or email: psi@nationalarchives.gsi.gov.uk.

Where we have identified any third-party copyright information you will need to obtain permission from the copyright holders concerned.

Any enquiries regarding this publication should be sent to us at:
enquiries@beis.gov.uk

Contents

General information	4
Why we are consulting	4
Consultation details	4
How to respond	5
Confidentiality and data protection	5
Quality assurance	5
Introduction	7
Objectives of the Regulations and wider context	8
Information which traders are required to provide to consumers	9
Information requirements for on premises contracts	9
Information requirements for distance and off-premises contracts	11
Cancellation rights and responsibilities for distance and off premises sales	13
Scope of the CCRs Cancellation provisions	13
Measures to prevent hidden costs	15
Objectives and wider context	15
Annex A	17
SCHEDULE 1 - Information relating to on-premises contracts	17
Annex B	18
SCHEDULE 2 - Information Requirements for distance and off premises contracts	18
Annex C: List of questions	20

General information

Why we are consulting

The Government will be publishing a report reviewing the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 later this year in fulfilment of its statutory obligation under Regulation 3 of that measure. This Call for Evidence is designed to gather information that will inform the review and provide additional insight on how the legislation is working in practice. The regulations implement most of the provisions of the EU Consumer Rights Directive. Much of the directive is subject to EU maximum harmonisation rule which means that Member States must not go beyond or below the provisions as set out in the directive, when transposing into national law. This consultation does not include proposals for changing the regulations.

Consultation details

Issued: 7 March 2019

Respond by: 1 May 2019

Enquiries to:

David Evans
Domestic Consumers Team, Consumer and Competition Policy Directorate,
Department for Business, Energy and Industrial Strategy

1st Floor, Area Orchard 3

1 Victoria Street
London
SW1H 0ET
020 7215 0335
david.a.evans@beis.gov.uk

Consultation reference: Consumer Contract Regulations review – Call for Evidence

Audiences:

We are interested to hear the views of enforces, businesses (large & SMEs) on the Consumer Contract Regulations, in particular the requirements imposed by the Regulations and how they are working in practice, including whether the intended objectives have been achieved and views in the wider context.

How to respond

Outline whether responses should be provided in a particular preferred format, where electronic responses should be emailed to, which address to send hardcopy responses to, whether to use different addresses for responses for the devolved administrations, etc.

Email to: CCRSCFEresponse@beis.gov.uk

or

Write to:

David Evans
Domestic Consumer Team, Consumer and Competition Policy Directorate
Department for Business, Energy and Industrial Strategy
1st Floor, Orchard 3
1 Victoria Street
London
SW1H 03T

Respond online via the GOV.UK consultation page:

<https://beisgovuk.citizenspace.com/ccp/consumer-contract-reg-2014-review-cfe>

When responding, please state whether you are responding as an individual or representing the views of an organisation.

Your response will be most useful if it is framed in direct response to the questions posed, though further comments and evidence are also welcome.

Confidentiality and data protection

Information you provide in response to this consultation, including personal information, may be disclosed in accordance with UK legislation (the Freedom of Information Act 2000, the Data Protection Act 2018 and the Environmental Information Regulations 2004).

If you want the information that you provide to be treated as confidential please tell us, but be aware that we cannot guarantee confidentiality in all circumstances. An automatic confidentiality disclaimer generated by your IT system will not be regarded by us as a confidentiality request.

We will process your personal data in accordance with all applicable UK and EU data protection laws. See our [privacy policy](#).

We will summarise all responses and publish this summary on [GOV.UK](#). The summary will include a list of names or organisations that responded, but not people's personal names, addresses or other contact details.

Quality assurance

This consultation has been carried out in accordance with the government's [consultation principles](#).

Consumer Contract Regulations review: call for evidence

If you have any complaints about the way this consultation has been conducted, please email:
beis.bru@beis.gov.uk.

Introduction

The Government recognises the importance of consumer protection in the economy and this is why we published a consumer green paper “Modernising Consumer Markets” last year and will be following it up this year with a Consumer White Paper. The White Paper will seek to ensure the legal framework is fit for purpose for the modern world.

It is also important to review previous legislation and make sure it is still working for consumers, and that is the focus of this Call for Evidence which is focused on consumer contracts legislation that came into force in 2014. Since then as further evidence of our commitment to consumer issues we have also introduced the Consumer Rights Act 2015 which brought together and updated key pieces of consumer protection legislation and introduced measures relating to Alternative Dispute Resolution but this document is not concerned with these provisions, but evidence received will be considered in relation to the forthcoming White Paper. Similarly the document is not intended to be considered as the government’s response to the CMA’s recommendations following the supercomplaint on “loyalty penalties”.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (CCRs) came into force on 13 June 2014. The CCRs implement most of the EU Consumer Rights Directive (CRD) and cover on-premises contracts (e.g. made in person at the trader's business premises), distance contracts (e.g. by internet, mail order or telephone) and off-premises contracts (such as doorstep sales that are concluded away from the trader's business premises, for example at the consumer's home or place of work) for goods, services and digital content between a trader and a consumer. They apply to the whole of the UK including those parts with devolved authorities.

The Regulations do not apply to certain types of contract, such as gambling, certain financial products and property. Full details of the exemptions are set out in S6 Regulations¹:

Most of the provisions in the CRD are subject to EU maximum harmonisation rules. This means that Member States must not go beyond or below the provisions as set out in the CRD when transposing into national law and depending on how we leave the EU, these rules may continue to apply to the UK.

The CCRs have been in force for almost five years and we are now undertaking a review, in line with the Secretary of State’s obligations under Regulation 3 of the CCRs, to publish a required report to:

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

¹ <http://www.legislation.gov.uk/uksi/2013/3134/regulation/6/made>

Objectives of the Regulations and wider context

The regulations aim to increase consumer confidence, focusing on transparency and ensuring that consumers understand the contract they are entering into by providing them with clear upfront information, giving them time to inspect a product, reflect on and cancel a contract if they wish. As regards price, the CCRs ensure that consumers have all the information they need on the costs associated with the transaction that they are entering into. The CRD focuses on simplifying and harmonising rules in a limited number of key areas to encourage growth and raise consumer confidence in buying across borders. Consumers will be better able to exercise choice, and thus be likely to be able to secure better deals. Enhanced competition will reward innovative businesses, who deal with consumers in a straightforward, honest way and strive to offer best value for money.

The Regulations seek to do this by setting out:

- the information which a trader must give to a consumer before and after making a sale;
- how that information should be given;
- the right for consumers to change their minds when buying at a distance or off-premises;
- a prohibition on any additional payments which appear as a default option;
- a prohibition on consumers having to pay more than the basic phone rate for post-contract customer helplines.

Importantly, the regulations seek to ensure a fair balance of responsibilities between business and consumers when contracts are cancelled, or deliveries are made. Requiring clear information including on costs and terms of delivery, and the consumer's express consent for payments, should ensure that consumers are clear about what they are committing to, thus reducing dispute resolution costs for business, and consumer detriment.

Since the Regulations came into force in 2014, the way we purchase goods and services has been changing with more people purchasing goods online than ever before. In the Consumer Green Paper "Modernising Consumer Markets" published in April 2018, Government reiterated its commitment to ensuring that modern markets work well for everyone - both now and in the future.

This included consideration of how consumer markets and the law might need to change to ensure that markets of the future encourage competition and innovation whilst ensuring that consumers are treated fairly, their data is held securely and used appropriately, and their privacy is respected. Amongst other areas, we consulted on ways to improve consumer confidence and outcomes by:

- reviewing our competition regime for the digital age.
- ensuring consumers have the right legal protections in consumer-to-consumer transactions
- promoting fair use of data with respect to personalisation of price and search online

We also outlined our plans to facilitate informed consent by using behavioural insights to produce a concise, good practice guide for business on presenting terms and conditions and privacy notices online.

Our review of the CCRs will take into account work arising from the Consumer Green Paper, particularly regarding digital markets. Additionally, it will consider the impacts of General Data Protection Regulations, wider government initiatives and commitments on European Union alignment, where known. The review will also consider the changes proposed to the CRD by the EU's New Deal (Directive 2018/0090²). We are keen to gather views from stakeholders on the requirements imposed by the regulations and how they are working in practice, including whether the intended objectives have been achieved and any views in the wider context.

Information which traders are required to provide to consumers

The regulations clarify the information which a trader must give to a consumer before and after making a sale and how that information should be given. Subject to a few exceptions, the information must include the main characteristics of the goods, services or digital content, name, geographical address and phone number of the trader, the total price for the goods and services (including taxes) and arrangements for payment, how the goods are to be delivered (if applicable), and the trader's complaints procedure. Full details of the requirements for the different contracts are set out at annexes A and B. The information requirements do not apply to certain types of contract, for example, low value off-premises contracts (value less than £42) and items dispensed on prescription³.

Many of the information provisions were already required by previous legislation which the CCRs replaced, but some new requirements were introduced under the CCRs. For example, information, when buying digital content, on what systems or hardware it will work with.

We are interested in learning about the business and consumers experiences with these aspects, how well they are working and how well are they understood.

Information requirements for on premises contracts

On-premises contracts are contracts made in person at the trader's business premises. Business premises includes movable premises where a trader carries out their business on a usual basis. For example, a regular pitch at a Saturday market. For these sales, the information requirements on a trader are slightly different to those for distance and off premises sales, but the information for both needs to be provided in a clear and comprehensible manner. For example, consumers need clear information about the goods or services being bought, the price, the compatibility of digital content and details of any delivery costs. Full details are in Schedule 1 at Annex A. Together with Regulation 8 this sets out details of the content form and timing of the information to be provided to a consumer. In this review we are seeking to establish whether there are resulting gaps in consumers knowledge

² http://europa.eu/rapid/press-release_IP-18-3041_en.htm

³ <http://www.legislation.gov.uk/uksi/2013/3134/regulation/7/made>

and ability to make choices or if the ability to engage directly means this is working sufficiently well.

Questions

Q1. Do you consider that the information requirements relating to on premises contracts are clear and comprehensible? Please highlight any areas you believe are unclear.

Q2. Do you consider that all the information which traders are required to provide for on premises contracts is appropriate to achieve the objectives of the CCRs? Please explain.

Q3. Are there any requirements in relation to on-premises contracts that you consider are no longer needed to meet the objectives?

Q4. Are there other requirements in relation to on-premises contracts that should be added to reflect changes in the way the market operates?

Q5. Do you have any views about the time the information should be required for on-premises contracts and format by which it is delivered?

Q6. Do you have any other views on the information requirements for on premises contracts and the impact on business and consumers (e.g. in terms of the appropriateness and balance of burdens or the usability of the information)?

Q7. Bearing in mind the objectives of the CCRs are there any additional forms of contract or trade that you believe should be covered (or existing ones where the rules are not necessary, where possible)?

Information requirements for distance and off-premises contracts

Phone and online sales, where the trader and consumer are not physically together, are distance contracts. Contracts concluded where both are present e.g. when visiting homes and consumer's place of work, are also off-premises contracts. Generally, the same information must be given for both, although requirements over the way information is given may be slightly different. There are particular rules applying to telephone calls where a trader is required, at the outset, to identify themselves and the commercial nature of the call.

Regulations 10(1) and 13(1) set out that before the consumer is bound by a distance and off premises contract, the trader must give or make available to the consumer the information described in Schedule 2 in a clear and comprehensible manner. This includes:

- Information about the seller, including their geographical address and contact details and the address and identity of any other trader for whom the trader is acting
- A description of the goods or services being bought, the price, the compatibility of digital content and details of any delivery costs
- Details of any right to cancel and who pays for the cost of returning items

In general, it is a matter for the trader to identify the main characteristics of a good or service they are selling. In one market in particular (secondary ticketing) the Government has chosen to clarify the position by setting out in law (through S90 of the Consumer Rights Act 2015), particular information that must be provided.

Full details of the information requirements for distance and off premises contracts are at Annex B. In early discussions with stakeholders we received feedback that some of the requirements are no longer in common use and therefore may not be appropriate. For example, the requirement to provide a fax number. This raises questions about whether there are other means of communication which would be more appropriate in view of technological developments, but also whether the timing of the provision of information is suitable to meet the regulations objectives. This issue is also being considered as part of the work on the EU New Deal for consumers.

Questions

Q8. Do you consider that the information requirements relating to distance and off premises contracts are clear and comprehensible? Please highlight any areas you believe are unclear.

Q9. Do you consider that the information which traders are required to provide for distance and off premises contracts is relevant and appropriate in light of the objectives of the CCRs?

Q10. Are there any requirements that you consider are not necessary to meet the objectives? If so why?

Q11. Are there other requirements that you would like to see added? If so what and why?

Q12. Do you have any views about how the objectives are being met by the rules on the time the information is required and format by which it is delivered?

Q13. Our approach under the CCR's has generally been to leave it to traders to determine and specify the main characteristics of the goods or services, to the extent appropriate to the medium and goods and services. Do you think this is the right approach?

Q14. Do you have any other views on the information requirements for on premises contracts and the impact on business and consumers?

Cancellation rights and responsibilities for distance and off premises sales

Part 3 of the regulations sets out the rights to cancel distance and off premises contracts for goods or services between a trader and a consumer, subject to certain exemptions (see above) that are set out in regulations S27(2), (3) and S28 and regulation 6 (of Part 1). The Regulations give consumers 14 working days from when the consumer receives the goods, or in respect of services, 14 days from the moment the contact is entered into, to change their minds and they do not have to give a reason for doing so. Having notified the trader of their intent to cancel, the consumer should return the goods without delay (the law provides a further 14 days to send the goods back). The trader should refund within 14 days of receiving the goods back or receiving proof that they have been sent back, or in the case of services yet to be provided, being informed of cancellation. No fee for reimbursement is to be charged and reimbursement should be using the same means of payment as the consumer used for the initial payment. If the item is not returned the trader can withhold payment.

This is an extension of the previous 7-day cancellation period in recognition of the fact that this would not always give the consumer enough time to consider a distance or off premises purchase. In particular, the previous rules meant that the consumer may not have got to see goods bought off premises within the cancellation period.

Scope of the CCRs Cancellation provisions

There are some exemptions to the cancellation provisions in the CCRs. For goods, these include, CDs, DVDs or software if the seal has been broken on the wrapping, perishable items and tailor-made or personalised items. They also include goods with a seal for health protection and hygiene reasons that's been broken.

There are also service contracts where there is no right to cancel. For example, urgent repairs or maintenance or products that are made to the consumer's specifications or are clearly personalised. In addition, hotel bookings, flights, car hire, concerts and other event tickets, or services relating to leisure activities to take place on a specified date or period. The full list of exemptions (i.e. the sectors not covered by the regulations) are set out in the legislation⁴:

Initial feedback from some stakeholders suggests that in some circumstances, certain exemptions could be causing consumer detriment, for example hotel bookings (an area of interest for the CMA) and urgent repairs. We are keen to gather further views and evidence.

It is a criminal offence not to inform a consumer buying off-premises of their cancellation rights. If no information on the consumer's right to cancel the contract is provided, then the cancellation period is extended to 12 months⁵.

⁴ <http://www.legislation.gov.uk/ukssi/2013/3134/regulation/28/made>

⁵ <http://www.legislation.gov.uk/ukssi/2013/3134/regulation/31/made>

Questions

15. Do you think that 14 Days is an appropriate withdrawal period in light of the objectives of the Regulations for:

- (a) off premises contracts?**
- (b) distance contracts for goods?**
- (c) distance contracts for services?**

16. Do these timescales create any issues for consumers or traders? Please give details.

17. Do you consider the extension of the cancellation period to 12 months, where the trader fails to provide the consumer with information about their cancellation rights, is appropriate? If you think it is disproportionate, please explain.

18. Do you agree that the existing sectoral exemptions to the right of return are appropriate?

19. Consumers have no rights to cancel when they have requested an urgent call out from a trader, (for example for urgent repairs or maintenance). Do you think that it is sufficiently clear what constitutes an urgent call out? Do you have concerns that this leads to the no cancellation right?

20. Do you have any views about the rights and responsibilities to:

- (a) return of goods in the event of cancellation?**
- (b) supply of services in the cancellation period?**
- (c) supply of digital content in the cancellation period?**

Measures to prevent hidden costs

The Regulations include measures to prevent hidden costs including practices that make additional payments the default option. This seeks to ensure that the consumer is aware of the full cost implications of purchasing a good or service and is not subject to further unjustified additional costs. These include requirements for clarity on any delivery charges or additional fees, in particular the requirement for traders to provide basic rate telephone lines for customers to contact the trader in relation to the contract entered with them. As a result, consumers who are in a contract with a trader can now call helplines, confident that they are not running up large telephone bills. These rules can be found in the legislation⁶.

Questions

- 21. Do you think that these measures are effective to ensure that consumers do not incur unexpected additional costs?**

- 22. Do you have any suggestions that could make them more effective? Please provide details.**

Objectives and wider context

As set out in the introduction, the regulations seek to improve consumer confidence by ensuring transparency of information so that consumers are clear about the purchase they are making and can shop with confidence, including across borders, facilitating growth and competition.

To cement confidence, consumers need to believe that traders will be bound by the rules that are set out. It is important therefore that enforcers are able to identify breaches and take appropriate action where traders are not properly complying with the requirements. Early discussions with some stakeholders have suggested that there are challenges in enforcing some of the regulations due to the fact that they are subject to interpretation. This approach was deliberately taken to ensure that the regulations were able to capture a range of behaviours that might lead to consumer detriment. However, we would like to seek views through the call for evidence on whether the regulations strike that balance effectively and, if not, what needs to change. We are seeking views on whether the regulations have met their objectives, issues around enforcement, consumer awareness and consumer detriment.

The regulations aim to increase consumer confidence, focusing on transparency and ensuring that consumers understand the contract they are entering into by providing them, with clear upfront information (including the total price), giving them time to inspect a product, reflect on and cancel a contract if they wish. Whilst much of the regulations are prescribed by EU law, there are certain areas where the UK has chosen to go further than required. These are:

⁶ <http://www.legislation.gov.uk/uksi/2013/3134/part/4/made>

- applying the provisions to social services and to healthcare services provided by professionals (where these are off-premises or at a distance) so as to maintain current level of protection of vulnerable consumers and prevent distortion of competition with other sectors subject to these provisions
- applying the 'hidden costs' provisions to off-premises contracts below £42, so as to ensure fairness and transparency, and avoid complexity of rules dependent on value of transaction
- applying the 'basic rate' provision to contracts for passenger transport services.

General questions

- 23. Do you consider that the regulations have achieved their intended objectives (i.e. increasing consumer confidence and ensuring the provision of upfront information)?**
- 24. Do you think the objectives remain appropriate? If not, what other objectives should be considered?**
- 25. Could any of the objectives be achieved in a non-regulatory way? If so, how?**
- 26. Are there any areas where you believe there could be better enforcement of the regulations? Please explain and provide evidence.**
- 27. Are there any particular issues or difficulties for enforcers of the regulations? Please explain.**
- 28. Are there specific concerns of consumer detriment, in particular concerning transparency of information when purchasing goods and/or services in the context of unsolicited visits by a trader to a consumer's home or commercial excursions organised by a trader? Please give details.**
- 29. Do consumers understand their rights and where to go to complain when things go wrong?**
- 30. Are there any other comments on the regulations (e.g. on the additional areas of UK application) that you would like to make that have not been captured above?**

Annex A

SCHEDULE 1 - Information relating to on-premises contracts

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

- (a) the main characteristics of the [goods, services or digital content], to the extent appropriate to the medium of communication and to the [goods, services or digital content];
- (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, services or digital content] inclusive of taxes, or where the nature of the [goods, services or digital content] 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 [, to perform the service or to supply the digital content];
- (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.

Annex B

SCHEDULE 2 - Information Requirements for 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, services or digital content], to the extent appropriate to the medium of communication and to the [goods, services or digital content];
- (b) the identity of the trader (such as the trader's trading name);
- (c) the geographical address at which the trader is established and, where available, the trader's telephone number, fax number and e-mail address, 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, services or digital content] inclusive of taxes, or where the nature of the [goods, services or digital content] 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[, to perform the services or to supply the digital content];
- (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 27 to 38;
- (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 36(1), the consumer is to be liable to pay the trader reasonable costs in accordance with regulation 36(4);
- (o) where under regulation 28, 36 or 37 there is no right to cancel or the right to cancel may be lost, the information that the consumer will not benefit from a right to cancel, or 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.

Annex C: List of questions

Questions

Information which trader must provide to consumers for on premises contracts

- Q1. Do you consider that the information requirements relating to on premises contracts are clear and comprehensible? Please highlight any areas you believe are unclear.
- Q2. Do you consider that all the information which traders are required to provide for on premises contracts is appropriate to achieve the objectives of the CCRs? Please explain.
- Q3. Are there any requirements in relation to on-premises contracts that you consider are no longer needed to meet the objectives?
- Q4. Are there other requirements in relation to on-premises contracts that should be added to reflect changes in the way the market operates?
- Q5. Do you have any views about the time the information should be required for on-premises contracts and format by which it is delivered?
- Q6. Do you have any other views on the information requirements for on premises contracts and the impact on business and consumers (e.g. in terms of the appropriateness and balance of burdens or the usability of the information)?
- Q7. Bearing in mind the objectives of the CCRs are there any additional forms of contract or trade that you believe should be covered (or existing ones where the rules are not necessary, where possible)?

Information relating to distance and off-premises contracts

- Q8. Do you consider that the information requirements relating to distance and off premises contracts are clear and comprehensible? Please highlight any areas you believe are unclear.
- Q9. Do you consider that the information which traders are required to provide for distance and off premises contracts is relevant and appropriate in light of the objectives of the CCRs?
- Q10. Are there any requirements that you consider are not necessary to meet the objectives? If so why?
- Q11. Are there other requirements that you would like to see added? If so what and why?
- Q12. Do you have any views about how the objectives are being met by the rules on the time the information is required and format by which it is delivered?
- Q13. Our approach under the CCR's has generally been to leave it to traders to determine and specify the main characteristics of the goods or services, to the extent appropriate to the medium and goods and services. Do you think this is the right approach?

Q14. Do you have any other views on the information requirements for on premises contracts and the impact on business and consumers?

Cancellation rights and responsibilities for distance and off-premises sales

15. Do you think that 14 Days is an appropriate withdrawal period in light of the objectives of the Regulations for:

- (a) off premises contracts?
- (b) distance contracts for goods?
- (c) distance contracts for services?

16. Do these timescales create any issues for consumers or traders? Please give details.

17. Do you consider the extension of the cancellation period to 12 months, where the trader fails to provide the consumer with information about their cancellation rights, is appropriate? If you think it is disproportionate, please explain.

18. Do you agree that the existing sectoral exemptions to the right of return are appropriate?

19. Consumers have no rights to cancel when they have requested an urgent call out from a trader, (for example for urgent repairs or maintenance). Do you think that it is sufficiently clear what constitutes an urgent call out? Do you have concerns that this leads to the no cancellation right?

20. Do you have any views about the rights and responsibilities to:

- (a) return of goods in the event of cancellation?
- (b) supply of services in the cancellation period?
- (c) supply of digital content in the cancellation period?

Measures to prevent Hidden costs

21. Do you think that these measures are effective to ensure that consumers do not incur unexpected additional costs?

22. Do you have any suggestions that could make them more effective? Please provide details.

General questions

23. Do you consider that the regulations have achieved their intended objectives (i.e. increasing consumer confidence and ensuring the provision of upfront information)?

24. Do you think the objectives remain appropriate? If not, what other objectives should be considered?

25. Could any of the objectives be achieved in a non-regulatory way? If so, how?

26. Are there any areas where you believe there could be better enforcement of the regulations? Please explain and provide evidence.
27. Are there any particular issues or difficulties for enforcers of the regulations? Please explain.
28. Are there specific concerns of consumer detriment, in particular concerning transparency of information when purchasing goods and/or services in the context of unsolicited visits by a trader to a consumer's home or commercial excursions organised by a trader? Please give details.
29. Do consumers understand their rights and where to go to complain when things go wrong?
30. Are there any other comments on the regulations (e.g. on the additional areas of UK application) that you would like to make that have not been captured above?

This consultation is available from: www.gov.uk/government/consultations/consumer-contract-regulations-2014-review-call-for-evidence

If you need a version of this document in a more accessible format, please email enquiries@beis.gov.uk. Please tell us what format you need. It will help us if you say what assistive technology you use.