



## **Stakeholder responses to the implementation of the Consumer Rights Directive through the Consumer Contracts (information, Cancellation and Additional Charges) Regulations 2013**

As well as ongoing consultation across business and consumer groups, two formal consultations have been undertaken. The first, in November 2008, gathered views on the European Commission's proposal for a Consumer Rights Directive. This informed the UK Government's views throughout negotiations to ensure that the Directive agreed provided a fair and effective framework for business whilst maintaining high levels of consumer protection.

In August 2012 BIS issued a further consultation seeking views on the scope of the Directive, and those provisions in the Directive where we had options with regard to implementation. Comments were also sought on whether there were aspects or drafting in the Directive where stakeholders would welcome further clarity. 66 responses were received.<sup>1</sup>

The Government then sought detailed views on the draft Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, which will implement the Directive, between 6 August and 11 October 2013. A total of 35 responses were received, including 22 representing business views, seven representing consumer views, and six representing other groups, including local authorities, legal representatives and individuals. In addition, a number of stakeholder meetings were held to discuss the draft Regulations, including a roundtable on the provision relating to contacting a trader by telephone, attended by business and consumer groups, regulators and representatives from the telecoms industry.

The Government is very grateful to everyone who has taken the time to contribute. The information and comments received have been used to amend and finalise the Regulations which will implement the Directive.<sup>2</sup> A summary of views received is set out below, together with a short explanation of the Government's response to the comments received. For ease of reference, where the numbering of the final Regulations differs from the draft on which we consulted, this is indicated below.

---

<sup>1</sup> [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/226628/bis-13-1108-misleading-and-aggressive-practices\\_reponses-to-the-commissions-recommendations.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/226628/bis-13-1108-misleading-and-aggressive-practices_reponses-to-the-commissions-recommendations.pdf)

<sup>2</sup> <https://www.gov.uk/government/policies/providing-better-information-and-protection-for-consumers/supporting-pages/implementing-the-consumer-rights-directive-2011-83-eu>

<b>Draft Regulation number</b>	<b>Final Regulation number</b>	<b>Topic</b>	<b>Views of business and business representatives</b>	<b>Views of consumer representatives</b>	<b>Other views</b>
<b>4</b>	<b>4</b>	<b>Definition of “Consumer” and “trader”</b>	-	Clarification was sought on the definition of trader.	-
<p>Government Response:</p> <p>The Regulations have been amended to provide further clarification.</p>					
<b>5</b>	<b>5</b>	<b>Other definitions</b>		Request for clarification of some definitions.	Request for clarification of some definitions.
<p>Government Response:</p> <p>Examples are provided in guidance to help clarify definitions.</p>					
<b>6</b>	<b>6</b>	<b>Limits on application: general</b>	Some respondents felt it is unnecessary to extend the Regulations to cover sectors, where sector specific legislation exists.	-	Several respondents believe Regulation 6(1)(c) needs clarification, as significant rogue trading occurs in the construction of and the repairs of immovable property.
<p>Government Response:</p> <p>Guidance will provide clarity on the exemption from the Regulations for immovable property.</p>					
<b>7</b>	<b>7</b>	<b>Application of Part 2</b>	Some respondents felt package travel should be covered by limited specified rules, eg those regarding	-	-

Draft Regulation number	Final Regulation number	Topic	Views of business and business representatives	Views of consumer representatives	Other views
			<p>prominence for obligations to pay in the same way as passenger transport services.</p> <p>Some respondents favour £40 as the minimum limit of applicability for off-premises contracts, for reasons of simplicity, while others favour the maximum threshold allowed, to ease the regulatory burden on off-premises sales businesses.</p>		
<p>Government Response:</p> <p>The package travel sector is subject to sector-specific Regulations based on a European Directive and is the subject of a new proposal from the European Commission for a new Package Travel Directive. The Government therefore believes it not appropriate to include package travel at this time within the scope of these Regulations.</p> <p>The Government has decided to apply the maximum threshold of £42 to minimise the burdens on business.</p>					
8	8	<b>Making information etc available to the consumer</b>	Further clarity was sought on the phrase 'average consumer'.	Further clarity was sought on the phrase 'average consumer'.	One respondent highlights that the term 'average consumer' appears once in the draft Regulations

Draft Regulation number	Final Regulation number	Topic	Views of business and business representatives	Views of consumer representatives	Other views
					without explanation. They suggest that the Regulations cross-refer to the concept of the 'average consumer' in the Consumer Protection from Unfair Trading Regulations 2008.
<p>Government Response:</p> <p>References to the 'average consumer' have been removed and replaced with the concept of 'reasonable expectation'.</p>					
9	9	<b>Information to be provided before making an on-premises contract</b>	A number of respondents support the exemption for day to day transactions, while others sought further clarity on the definition of day to day transactions.	-	<p>Several respondents agree that day-to-day transactions need to be either clarified in the Regulations or examples need to be given as guidance.</p> <p>Some respondents noted inconsistency between the draft Regulations and the Directive, in that the draft Regulations permit information to be 'made</p>

Draft Regulation number	Final Regulation number	Topic	Views of business and business representatives	Views of consumer representatives	Other views
					available' whereas the Directive requires information to be 'provided' or 'given'.
<p>Government Response:</p> <p>Day to day transactions will be clarified in guidance. Amendments have been made with regard to the 'making available' of information to more closely reflect the Directive wording.</p>					
10	10	Information to be provided before making an off-premises contract		-	<p>One respondent believes that face to face off-premises doorstep contracts must only be given on paper to avoid the targeting of vulnerable consumers.</p> <p>Some commented that where cancellation rights have not been provided, the enforceability of these contracts in the draft Regulations is unclear.</p>
<p>Government Response:</p> <p>The Government has noted these comments. The Regulations make clear that a trader must give the information on paper unless the consumer specifically agrees to have it on another durable medium. The Government believes that the enforceability of contracts is clear.</p>					

Draft Regulation number	Final Regulation number	Topic	Views of business and business representatives	Views of consumer representatives	Other views
12	12	<b>Provision of copy or confirmation of off-premises contracts</b>	One respondent thought the wording of Regulation 12(1) is unclear and does not fully match the wording of the Directive.	-	One respondent thought all off-premises confirmations should be provided on paper, rather than on a 'durable medium'.
<p>Government Response:</p> <p>The Regulations have been amended to ensure consistency with the Directive.</p>					
13	13	<b>Information to be provided before making a distance contract</b>	Several respondents thought the requirement for a personalised cancellation form immediately available to download would cause problems and that an 'unequivocal statement' by the consumer, or an easy-to-complete cancellation form, immediately available for download should be sufficient.	-	-
<p>Government Response:</p> <p>The Regulations have been amended to make clear that a cancellation form in a durable medium does not have to be provided until after a distance contract is made.</p>					

Draft Regulation number	Final Regulation number	Topic	Views of business and business representatives	Views of consumer representatives	Other views
16	16	<b>Confirmation of distance contracts</b>	A number of respondents believe the requirement for confirmation to be provided in a durable medium before the download can begin prevents consumers receiving digital content quickly and efficiently.	-	-
<p>Government Response:</p> <p>The Regulations have been amended so that in the case of digital content the confirmation must be provided within a reasonable time.</p>					
18	19	<b>Offences related to the failure to give notice of the right to cancel</b>	Some commented that businesses should be given appropriate time to implement the changes proposed.	-	One respondent said that in the interests of clarity and consistency, this offence should be widened to include non-notification of a consumer's right to cancel under a distance contract. They wanted to see a time limit of offences extended to match those of the Consumer Protection from Unfair Trading Regulations 2008.
<p>Government Response:</p>					

Draft Regulation number	Final Regulation number	Topic	Views of business and business representatives	Views of consumer representatives	Other views
<p>The Government has noted these comments, but has not made the requested changes. The implementation date of June 2014 is specified in the Directive, and there is no scope to delay implementation. Regarding the offence, consumers buying off-premises are more vulnerable to exploitation by rogue traders than those buying at a distance (not in the presence of the trader). The Government therefore believes that the deterrent effect should be greater for off-premises sales than for distance sales.</p>					
23	24	Powers of investigation		-	One respondent thought the use of the term “if required” in Regulation 23(5) differed from other recent legislation containing powers for Trading Standards and needed to be amended.
<p>Government Response: The Government agrees with this comment and to ensure consistency the reference to “if required” has been removed.</p>					
24	25	Obstruction of authorised officers	-	-	Some respondents thought that making the fine for obstruction level 3 would not provide sufficient incentive to deter obstruction of Trading Standards officers.
<p>Government Response:</p>					



Draft Regulation number	Final Regulation number	Topic	Views of business and business representatives	Views of consumer representatives	Other views
<p>The Government believes it important to have consistency in obstruction offence fines across consumer legislation. The approach and rationale for this was put forward in the proposals in the Draft Consumer Rights Bill.<sup>3</sup></p>					
27	28	<p><b>Limits of application: circumstances excluding cancellation</b></p>	-	-	<p>Respondents suggested the exemption for <i>“the supply of non-prefabricated goods that are made on the basis of individual choice”</i> is too broad and ambiguous.</p> <p>There was concern that the provision that exempts <i>“services related to leisure activities”</i> needs further consideration to clarify which services are intended to be exempt.</p> <p>The exception from cancellation rights for goods which have been <i>‘according to their nature, inseparably mixed with other items after delivery’</i> is directed at goods such</p>

<sup>3</sup> <https://www.gov.uk/government/publications/draft-consumer-rights-bill>

Draft Regulation number	Final Regulation number	Topic	Views of business and business representatives	Views of consumer representatives	Other views
					as fuel delivered into household tanks, but was thought unclear whether this would also be extended to installed goods.
<p>Government Response:</p> <p>The Government has noted these comments, and the Regulations and guidance have been amended to take account of them.</p>					
28	29	Right to cancel	There was concern that the inability for energy customers to waive the withdrawal period, specified by Article 25 of the Directive, may lead to a period of time where the energy supplier who made the cancelled sale would continue to supply the customer without the ability to bill for the supply.	-	-
<p>Government Response:</p> <p>The Government agrees that it is important that the Regulations do not impede quicker switching between energy suppliers. The Regulations do not prevent consumers proceeding with a switch to another supplier during the cooling off period, provided they have given their consent. Further explanation has been provided in guidance.</p>					

Draft Regulation number	Final Regulation number	Topic	Views of business and business representatives	Views of consumer representatives	Other views
30	31	<b>Cancellation period extended for breach of information requirement</b>	There was concern that to comply with the Regulation, traders would have to set out details of both the statutory Regulations, and their own more generous period for cancellation of the contract. Some felt that to prevent confusion, the information requirement set out in Schedule 2 should be superseded where a trader's own policy gives a consumer greater rights than is required by the Directive.	-	
<p>Government Response:</p> <p>The guidance makes clear that more generous terms are permissible. Businesses which offer more generous terms, such as a 28 day money back period, do not also have to set out information about the statutory 14 day cancellation period. However, if the favourable terms do not include requirements mandated under the Regulations, this must be made clear and information must be given about those points.</p>					
31	32	<b>Exercise the right to withdraw or cancel</b>	-	-	Some respondents said they would like greater clarity on how a consumer can withdraw or cancel.
<p>Government Response:</p>					

Draft Regulation number	Final Regulation number	Topic	Views of business and business representatives	Views of consumer representatives	Other views
Further information is given in guidance.					
33		<b>Reimbursement by trader in the event of withdrawal or cancellation</b>	Several respondents called for greater clarity on deduction for use.	Respondents did not believe the careful removing of packaging should permit a trader to make a reduction to the refund in the event of cancellation.	Some felt the Regulation should more specifically describe the extent to which consumers should be able to test and inspect the goods. There is the suggestion that examples should be provided of what constitutes reasonable handling.
Government Response: The Regulations have been clarified, and further information is given in guidance.					
34	35	<b>Return of goods in the event of cancellation</b>	Some respondents believed the Regulation went beyond the requirements of the Directive.  The argument put forward was that it is reasonable, that if a trader is transparent about the costs a consumer would bear if they accept a trader's offer to collect goods the trader should be able to charge for the service.	Some felt the Regulations should clarify that consumers cannot be prevented from returning goods for which they no longer have the packaging.	Respondents said they would like clarification that there will be a statutory and/or contractual duty for the trader to refund the costs to the consumer reasonably incurred in returning the goods in the event of cancellation.  It is believed the wording of the Regulation allows unscrupulous traders to specify a return address outside the UK; this

Draft Regulation number	Final Regulation number	Topic	Views of business and business representatives	Views of consumer representatives	Other views
					obligates the consumer to return it at significant international postal cost.
<p>Government Response:</p> <p>The Government has noted these comments, and the Regulations and guidance have been amended.</p> <p>Guidance explains the circumstances where a trader may charge to collect returned goods. Guidance also makes clear that it is reasonable for consumers to remove packaging in order to inspect goods. This puts them in the same position as customers inspecting goods in a shop. Guidance also addresses whether traders can make deductions to any refund if damage to packaging means the goods cannot be resold.</p>					
35	36	<b>Provision of service in cancellation period</b>	<p>Many respondents were concerned the requirement, for distance contracts, for consumers to express consent in a durable medium for a service to start before the end of the cancellation period will result in the delay in provision of services to consumers, where previously consumers were able to express consent online or by phone. Respondents consider this to go further than the Directive.</p>	<p>One respondent said guidance should be provided to clarify how a consumer can make an “express request”.</p>	<p>There was concern that this Regulation may lead to unsolicited callers persuading/coercing consumers to make an “express request” for a service to start before the end of the cancellation period.</p> <p>There was a view that website confirmation falls outside the definition of durable medium.</p>
<p>Government Response:</p>					

Draft Regulation number	Final Regulation number	Topic	Views of business and business representatives	Views of consumer representatives	Other views
<p>Guidance will clarify how consumers can make an express request for a service to start before the end of the cancellation period. The Government agrees that the requirement for express consent to be made in a durable medium for distance contracts would add unnecessary burdens, and this provision has been removed.</p>					
36	37	<b>Provision of digital content in cancellation period</b>	<p>Several respondents thought the requirement for consumers to express consent, for the provision of digital content to start before the end of the cancellation period, in a durable medium will prevent consumers from enjoying instant digital consumption. Respondents thought the Regulation should be altered to allow consent through in-service confirmation or other appropriate medium.</p>	-	-
<p>Government Response:</p> <p>The Regulations have been amended to reflect these comments. Guidance will also make clear that consumers will not have a right to cancel once a download has started, provided the trader has told them this and obtained explicit consent.</p>					
37	38	<b>Effects of</b>	Clarity was sought on who is	-	-

Draft Regulation number	Final Regulation number	Topic	Views of business and business representatives	Views of consumer representatives	Other views
		<b>withdrawal or cancellation on ancillary contracts</b>	liable for cancelling ancillary contracts in the event that the main contract is terminated by either consumer or trader.		
<p>Government Response:</p> <p>The guidance makes clear that any ancillary contract is automatically terminated if a consumer cancels a contract, and the trader is responsible for informing any third party to the ancillary contract of the termination without undue delay.</p>					
38	40	<b>Additional payments under a contract</b>	While the majority of the respondents were supportive of restricting additional payments, many thought there needed to be exemptions. Many thought small opt-out charitable donations should be exempted, some were concerned the Regulation will result in fewer holiday makers purchasing travel insurance, and some were concerned that distinction needs to be made between additional payments and extra payments required to		Several respondents thought the restriction on additional payments should also apply to package travel and timeshare contracts to avoid confusion to consumers and businesses.

Draft Regulation number	Final Regulation number	Topic	Views of business and business representatives	Views of consumer representatives	Other views
			enable the main service desired by the consumer, i.e. line rental charges to enable provision of broadband services.		
<p>Government Response:</p> <p>The Government has noted these comments. As the Consumer Rights Directive is subject to maximum harmonisation, scope is limited in most areas to diverge from the Directive. It is therefore not possible to exempt charitable donations. Businesses will of course continue to be permitted to request donations but the consumer must actively agree to the payment.</p> <p>The timeshare sector is subject to the Timeshare Directive, while the package travel sector is subject to sector-specific Regulations based on a European Directive and is the subject of a new proposal from the European Commission for a new Package Travel Directive. The Government therefore believes it not appropriate to include timeshare and package travel at this time within the scope of these Regulations.</p>					
39	41	<b>Charges for communication by telephone</b>	<p>A large number of respondents supported the intention of charging basic rate for customer helplines.</p> <p>A significant number commented that a 'copy out' approach, supported by guidance, would ensure flexibility in a rapidly evolving market.</p> <p>Some respondents called for basic rate to be defined as</p>	<p>Many respondents agreed that basic rate should equate to geographic rate.</p> <p>Many respondents felt that all numbers that allowed revenue sharing should be excluded from the definition of basic rate.</p> <p>A large number of respondents saw no reason for excluding passenger transport services (as the Directive does, from most measures).</p>	<p>Most respondents did not believe passenger transport services should be excluded.</p> <p>With no standard definition of basic rate, some suggested that basic rate be defined as telephone numbers where the trader does not receive financial benefits.</p>



Draft Regulation number	Final Regulation number	Topic	Views of business and business representatives	Views of consumer representatives	Other views
			<p>all non-premium rate numbers.</p> <p>Some respondents expressed concern over the timing of this measure, in relation to OFCOM's ongoing reforms. Concern was also expressed over the speed of implementation.</p> <p>Some respondents argued that consumers would pay more to call a geographic rate number than, for example an 0845 number, particularly if calling from a pre-paid mobile.</p> <p>Several respondents pointed out that, as currently drafted, the draft Regulations would prohibit the use of 0800 numbers for customer helplines.</p> <p>Some respondents argued that businesses would decrease use of helplines and move to an internet-</p>		

Draft Regulation number	Final Regulation number	Topic	Views of business and business representatives	Views of consumer representatives	Other views
			<p>based customer service model.</p> <p>Some respondents argued that the Government's impact assessment underestimated the costs of changing telephone numbers.</p>		
<p>Government Response:</p> <p>The Government has carefully considered these comments, and discussed this issue in detail with a wide range of stakeholders including OFCOM.</p> <p>The Government agrees with comments that specifying the detail of this reform in the Regulations could lead to unintended consequences, in particular a detailed provision specifying the types of numbers covered may not adequately keep pace with a rapidly evolving telecoms market. Therefore the Regulations have been amended to 'copy out' the Directive, which means that a 'basic rate' telephone call charge is not defined in legislation. However, the vast majority of stakeholders thought that the Government should specify what 'basic rate' means in a UK context in order to aid compliance. The Government is therefore explaining in guidance the definition of 'basic rate'.</p> <p>The Government has also considered the balance of arguments in relation to whether revenue sharing telephone numbers (those that permit an element of the cost of the call to be passed to the trader either in financial payment or by way of services provided by a telecoms provider) are compatible with the 'basic rate'. The vast majority of respondents agreed that premium rate telephone numbers are not compatible with the concept of 'basic rate'. The vast majority also believed that geographic rate and free-to-caller numbers such as 0800 numbers should be compatible with 'basic rate'. Free-to-caller telephone numbers can be charged in certain circumstances and these are also the subject of future OFCOM reforms. The Government agrees with the views expressed by the majority of respondents in relation to premium rate, geographic rate and free-to-caller telephone numbers and has set out this position in the guidance published alongside the Regulations.</p> <p>There was no consensus on whether non-premium rate, revenue sharing numbers are compatible with the 'basic rate'. The Government has</p>					

Draft Regulation number	Final Regulation number	Topic	Views of business and business representatives	Views of consumer representatives	Other views
<p>listened carefully to the arguments put forward both for and against. The Government is mindful that the charges for such revenue sharing numbers can vary and that they can be below geographic call rates in certain circumstances. They are also subject to future OFCOM reforms, which the Government has also considered as well as the charging regime as it applies today. However, the Government is also minded that traders cannot control the circumstances that would mean consumers being charged above geographic rates and consumers may not understand if or how they could avoid paying higher charges. The Government therefore does not consider that revenue sharing numbers meet the definition of 'basic rate' in relation to these Regulations.</p> <p>The Government has also considered carefully the comments made in relation to speed and cost of transition. In particular, several responses believed that the OFCOM analysis of costs of telephone number changes, which is also used in part of the analysis in the Government Impact Assessment, indicated the assessment costs were significantly underestimated. The Government has re-examined the analysis it has undertaken as well as the use of the OFCOM costing figures. The Government does not believe it has significantly underestimated the costs of its proposals. In particular:</p> <ul style="list-style-type: none"> <li>○ The business population using non-geographic numbers in the OFCOM analysis is likely to be grossly conservative in this context as it will include businesses that operate business-to-business transactions (which are out of scope of the Directive);</li> <li>○ Using the OFCOM population numbers would assume that all businesses change their telephone numbers, while the emphasis is on post-sales numbers that may be affected by this Directive.</li> </ul> <p>There were some queries as to whether the Government Impact Assessment had included wider costs associated with after care consumer material, such as updating terms and conditions, consumer contracts, leaflets/brochures, promotional material and other literature with contact information details including the telephone contact number. This element had been costed, based on a survey of businesses commissioned by BIS to investigate proposed consumer legislative reforms.<sup>4</sup></p> <p>Although not unanimous agreement, the Government is persuaded by the balance of responses to the draft Regulations and is extending this provision to the passenger transport sector. However, the Regulations will not extend to package travel arrangements as this falls in scope of the current proposal from the European Commission for a new Package Travel Directive.</p>					
40	44	Complaints	-	-	Several respondents were

<sup>4</sup> Link to IFF survey.

Draft Regulation number	Final Regulation number	Topic	Views of business and business representatives	Views of consumer representatives	Other views
					concerned the requirement for an enforcement authority to provide reasons for whether or not it plans to make an application for an injunction would divert the limited resources of enforcers away from more serious enforcement cases.
<p>Government Response:</p> <p>The Regulations have been amended to take account of these comments, and an enforcement authority now does not have to provide reasons for whether or not it plans to make an application for an injunction.</p>					
43	18	<b>Consumer's right to redress</b>	Issues were raised over the link with 14(5) and whether contraventions of Regulations 14(5) should be treated differently from contraventions of Regulations 38 and 39.	-	-
<p>Government Response:</p>					

Draft Regulation number	Final Regulation number	Topic	Views of business and business representatives	Views of consumer representatives	Other views
<p>The Government has noted the comments. However, because the Regulations provided that there would be no contract under a breach of Regulation 14(5), it would not be appropriate to introduce a contractual remedy, to mirror Regulations 38 and 39 (old numbering), and this change has not been made. Guidance makes clear that traders should provide a refund if Regulation 14(5) is breached, and that consumers have remedies in law if they do not.</p>					
<p><b>Schedule 2</b></p>	<p><b>Schedule 2</b></p>	<p><b>Information relating to distance and off-premises contracts</b></p>	<p>Several respondents thought the requirement to provide the information in Schedule 2 in a 'durable medium' is inappropriate for digital content, as technical information is liable to change and information provided by email/post will quickly go out of date.</p> <p>One respondent asked for further guidance on how much of the contact information in Schedule 2(c) must be provided by a trader to meet the requirement for compliance.</p>		<p>One respondent was concerned the Regulation may result in traders committing an offence for entering into an off premises contract with a consumer by not providing the information set out in paragraphs (l), (m) or (n).</p>
<p>Government Response:</p> <p>Whilst we recognise the challenges to retain up to date information in the fast moving digital field it is important that digital content customers</p>					

<b>Draft Regulation number</b>	<b>Final Regulation number</b>	<b>Topic</b>	<b>Views of business and business representatives</b>	<b>Views of consumer representatives</b>	<b>Other views</b>
<p>understand what they are signing up for when they buy. Where something important to the consumer is likely to change (cost, nature of product etc.) they should be told about this when making the purchase.</p> <p>Failure to provide cancellation rights information for off-premises contracts is an offence and reflects the Government's view that protecting consumers in the home, some of whom may be particularly vulnerable to high pressure sales tactics, is a priority. We want to send the message that such practices are not acceptable. Of course our enforcement bodies will work with those traders who, acting in good faith, inadvertently and exceptionally fail to provide the relevant information to ensure they understand the rules and abide by them in future .</p>					
<b>Schedule 3</b>	<b>Schedule 3</b>	<b>Information about the exercise of the right to cancel</b>	One respondent would like it stated that a trader is not obliged to use the exact wording of the form and would like clarification that a trader can give the consumer a longer cooling off period if they so wish.	One respondent thought aspects of the Schedule required redrafting to aid clarity.	-
<p><b>Government Response:</b>  The form must be used as set out. However, the guidance makes clear that more generous terms are permissible. Businesses which offer more generous terms, such as a 28 day money back period, do not also have to set out information about the statutory 14 day cancellation period. However, if the favourable terms do not include requirements mandated under the Regulations, this must be made clear and information must be given about those points.</p>					

© 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. To view this licence, visit [www.nationalarchives.gov.uk/doc/open-government-licence/](http://www.nationalarchives.gov.uk/doc/open-government-licence/) This publication is also available on our website at [www.gov.uk/bis](http://www.gov.uk/bis)

**URN BIS/13/1365**