



Consumer Contracts Regulations 2013

(Information, Cancellation and Additional Charges)

This factsheet provides information to consumers on the main changes to consumer rights protection in the sale of goods, services and digital content (such as downloaded music, e-books and apps) that come into effect on 13 June 2014. The new provisions are part of the Consumer Contracts Regulations 2013.

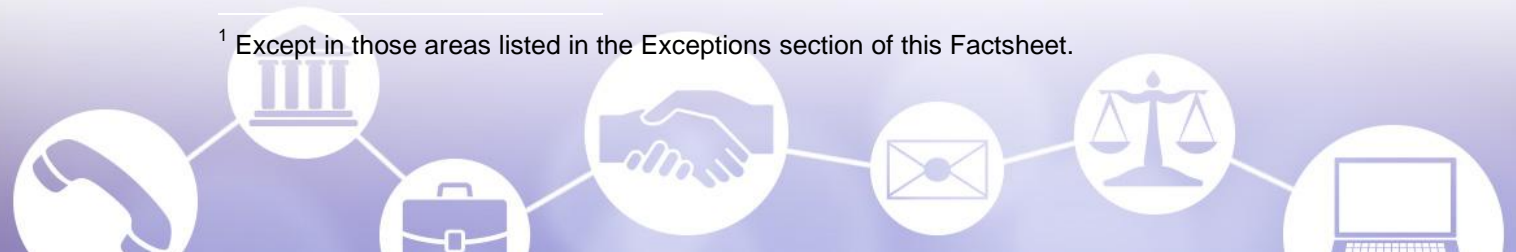
What the changes mean for consumers

The following key changes, amongst others, will apply to all contracts agreed on or after 13 June 2014¹ across the European Union where the purchase was made in person (e.g. in a shop or in the consumer's home), or remotely (online, including auction sites and apps stores, or by catalogue).

Additional pre-purchase information to consumers

- Consumers must be informed of their cancellation rights before the purchase is complete;
- Specific information about any digital download such as music, e-book or app must be provided. This should include details of functionality and operating system requirements;
- Distance sellers must provide a link to a cancellation form that consumers can choose to fill out;
- In online sales the 'obligation to pay' button or similar must be clear so you cannot be 'duped' into paying for 'free trials' or subscriptions; and
- Delivery restrictions must be specified at the beginning of shopping process, e.g. online companies not delivering to Northern Ireland.

¹ Except in those areas listed in the Exceptions section of this Factsheet.





Cancellation rights

- The cancellation period extends to 14 days from the date goods are delivered or the service contract agreed;
- Consumers have the right to cancel a digital download up until the point the digital download process begins;
- Refunds to consumers must be issued within 14 days of seller receiving the returned goods;
- Refunds for goods bought online, by catalogue, phone or other forms of distance selling can be withheld until the consumer has returned the goods;
- Traders can deduct money from the refund if it appears the item has been used; and
- When the main contract is cancelled all related contracts are also terminated automatically, e.g. insurance cover or finance for a mobile phone or sofa.

Helping avoid hidden costs

The following practices have been banned:

- Excessive charges for payment methods such as paying by credit card;
- Only offering premium rate numbers for consumers to contact the trader with a complaint, query or to exercise their cancellation rights. If traders offer the option to telephone them, at least one of their telephone numbers must be charged at basic rate i.e. the normal geographical or mobile phone rate; and
- Pre-ticked boxes when shopping online, e.g. payment for additional options such as insurance and car rental.





Queries/Complaints

- Consumers can contact the Consumer Council on 0800 121 6022 or online at www.consumerCouncil.org.uk for more information or complaints around these Regulations in the areas of coal, electricity, gas, postal services, transport water/sewage;
- Consumers should refer any other complaints/queries about these Regulations to Trading Standards Service by contacting Consumerline on 0300 123 6262 or online at www.consumerline.org;
- The Consumer Council has updated the 'Guide to Shopping Safely Online' which is available to download free at www.consumerCouncil.org.uk or you can request a copy by calling 0800 121 6022.

Exceptions

There are some types of contracts that these laws do not apply to. These include:

- Business to business contracts
- Financial services
- Gambling
- Items sold on prescription
- Package holidays, package travel and package tours
- Timeshare
- Sale or transfer of property
- New builds or residential lettings
- Regular doorstep deliveries such as milk and soft drinks.
- Vending machine sales
- One-off telecom connections e.g. public payphones, internet cafes.

