

Trading Standards Service Factsheet

Consumer Protection (Distance Selling) Regulations

What is Distance Selling?

Distance selling concerns the selling of products or services that do not involve any face to face contact. The Consumer Protection (Distance Selling) Regulations 2000 (DSRs) apply to businesses that have an organised scheme which allows for contracts to be made without face to face contact. These regulations provide further protection for the consumer than would normally be the case when buying from retail premises.

Examples of Distance Selling for goods or services bought:

- over the internet;
- from mail order catalogues;
- via a TV shopping channel;
- over the phone or by fax; and
- by e-mail.

What are the Rules?

The trader must provide consumers with clear information about the goods or services so that the consumer can make an informed decision about whether or not they wish to buy. This information includes:

- business name,
- business address (if seeking payment in advance),
- description of goods or services,
- full price (including any taxes),
- if consumers must call a premium rate telephone number – the cost of the call per minute including tax
- details of delivery costs,
- who will pay for unwanted goods to be returned'
- details of how payment can be made,
- arrangements for delivery and when customers can expect goods to be delivered; and
- information on the right to cancel.

This information must be provided in a durable form, this can be by letter, fax or email and must be given at the latest when goods are delivered and services at the latest during performance.

Goods must be delivered within 30 days unless otherwise agreed.

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The right to cancel

The rules provide a seven day cooling off period and the right to cancel.

This right to cancel gives the consumer time to examine the goods as they would have if purchasing in a shop. The cooling off period starts from when the contract is made and ends 7 working days after the day the goods are received or a notice of cancellation is received, whichever is the later. For services, the cancellation period runs for seven working days from the day after the customer agreed to go ahead with the contract or received notice, whichever is later. However if the service starts during the cooling off period, the consumer must be informed (in a durable medium) that they will not be able to cancel once it starts.

If a notice of cancellation is not received the deadline is extended to 3 months and 7 working days from the day after the customer receives goods or the service contract is concluded.

How to cancel

The consumer must cancel in writing. This can be either by letter, fax or email.

Goods and Services exempt from Distance Selling Regulations

Not all goods or services are subject to the Regulations, the following are exempt:-

- Personalised goods e.g. a T-shirt printed with your name or photograph;
- Perishable goods e.g. fresh food or flowers;
- Goods or services where the price depends on fluctuations in the financial market;
- Betting/lottery services (for obvious reasons!); and
- Newspapers or magazines.

Who has to pay for returning goods?

The Regulations provide that a trader can require the consumer to pay for the return of (non-faulty) goods, but only if this has been made clear in the written information (contract). If this isn't in the written information, all the consumer has to do is take reasonable care of the goods and return them free of charge or make them available for collection. Once the consumer has cancelled the contract they must receive a refund within 30 days.

Goods that are faulty after the cancellation period

If a consumer discovers that goods are faulty after the cancellation period has expired they still have their consumer rights available under the Sale of Goods Act 1979 (as amended). This means that the consumer can reject the goods and ask for their money back provided they do so quickly. They can also

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request a repair or replacement and failing that ask for a partial refund or refund.

Businesses not complying with the Regulations

If a consumer believes that a trader has not complied with the Regulations they should contact Consumerline on 0845 600 62 62

Further information can be found at:

http://www.offt.gov.uk/shared_offt/business_leaflets/general/oft698.pdf