

Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

About this factsheet

This factsheet provides information about the Consumer Contracts Regulations 2013 that relate to the sale of goods, services and digital content (such as downloaded music, e-books and apps) that came into effect on 13 June 2014.

What these Regulations cover

These regulations relate to sales made in person (e.g. in a shop or in the consumer's home), via distance selling (e.g. online, telephone, including auction sites and apps stores, or by catalogue).

Pre sale information

Businesses must provide the following key information to consumers using appropriate means of communication such as on paper, e-mail or verbally if the contract is agreed by phone. If they fail to do this, the consumer's cancellation rights may be extended by up to a year.

The pre-sale information must help consumers make an informed buying decision and state you must provide:

- A clear and easily accessible description of the goods or service, length of contract where appropriate, and total cost including delivery;
 - Delivery timeframe (not more than 30 days, unless otherwise agreed with the consumer);
 - Information about your business, including geographical address and phone number;
 - Details of the consumer's cancellation rights;
 - A link to a 'model' cancellation form (distance sellers only) that consumers can choose to use;
 - For online sales, the obligation to pay must be clear so consumers know what goods or services they are buying and how much they are being charged for them;
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- Delivery restrictions and limitations must be specified at the beginning of the shopping process, for example if your business does not offer a next-day delivery option, or delivery to the Republic of Ireland; and
- Specific information about digital downloads such as music, e-books or apps must be provided. This should include details of functionality and operating system requirements.

Consumer's cancellation rights

- The Regulations allow for a consumer to cancel a distance order from the moment they place it and up to **14 calendar days** from the date the consumer receives the goods or the service contract is agreed;
- Consumers can cancel services started in the cancellation period. However, sellers are entitled to receive payment for any materials/services provided before the cancellation, e.g. for a house partly painted;
- Refunds to consumers must be issued within 14 days of you receiving the returned goods, or you may choose to accept proof of postage;
- You can withhold refunds for goods bought online, by catalogue, phone or other forms of distance selling can be until the consumer has returned the goods;
- You can also deduct money from the refund if it appears the item has been used beyond what was reasonable for the consumer to inspect the goods;
- When the main contract is cancelled, you are responsible for cancelling all related contracts e.g. insurance cover or finance for a new sofa; and
- Consumers have the right to cancel a digital download up to the point the digital download process begins.

Ban on excessive/hidden charges

The following practices have been banned:

- Charges applied to payment by credit card or debit card;
- Only offering premium rate numbers for consumers to contact your business with a complaint or query. If you offer a telephone option, at least one of your phone lines must be charged at basic rate i.e. the normal geographical or mobile phone rate; and

- The use of pre-ticked boxes online where the consumer must physically remove ticks for optional extras such as insurance or car rental.

Queries/Complaints

If a consumer makes a complaint relating to these Regulations the following rules apply:

- The trader is responsible for proving the relevant pre-sale information had been provided, if not, the consumer's cancellation rights can be extended by up to a year;
- Consumers are responsible for proving they notified their wish to cancel within the specified cancellation period;
- The Consumer Council can assist consumers and businesses on complaints/queries around these Regulations in the areas of electricity, gas, coal, postal services, transport, water and sewerage. Telephone 0800 121 6022 or email info@consumercouncil.org.uk or visit www.consumercouncil.org.uk
- Northern Ireland Trading Standards Service can assist consumers and businesses with any other complaints/queries about these Regulations through Consumerline on 0300 123 6262
- For more detailed information, you can download or request a free hardcopy of *A Guide to Consumer Law for Businesses*, at www.consumercouncil.org.uk or telephone 0800 121 6022

Exceptions

There are some types of contracts that these Regulations 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; and
- One-off telecom connections, e.g. public payphones or internet cafes.



The Consumer Council

