Doorstep 3



### Introduction

Many traders generate the majority of th door-to-door or doorstep selling.

Products and services commonly sold on magazines; subscriptions to services suc or water; home improvements such as v offered by tradespeople such as plumber

In many cases, this form of selling is Notwithstanding this, certain traders may

On 13<sup>th</sup> June 2014 The Consumer Contra 2013 came into force, superseding the C Work etc Regulations 2008.

The Regulations offer protection to comprovide customers with certain informat statutory cancellation or "cooling off" pe services purchased exceeds £42. The choosing to cancel. Prior to 13<sup>th</sup> June 20

# Provision of Information by Traders

Traders are required to provide a range The key details are the following:

- The main characteristics of the go
- A full breakdown of pricing, itemis
- The trader's identity including con
- Delivery arrangements;
- The customer's rights to cancel ar
- The duration of the contract.

This information must be given either of Depending upon the nature of the tran customer's online account. Whatever readable by the customer. A link to a tra or indeed the content of such terms ma information.

The trader must also give the customer within a reasonable time after the contrimedium.

nformation

marketing methods. One such method is

hold wares; seasonal gifts; subscriptions to te television; home utilities such as energy servatories; and maintenance services as

e for both traders and consumers alike. their customers, intentionally or otherwise.

lation and Additional Charges) Regulations made in a Consumer's Home or Place of

s transactions. In particular, traders must to a contract, and customers are given a **lar days**, provided the value of goods or regardless of the consumer's reasons for d was 7 days.

ners before, during and after transactions.

ontent purchased; r charges;

tract (including the cooling off period); and

her agrees, on another "durable medium". m" may include an email or storage in a information must remain accessible and d conditions, then, will not suffice as URLs ne, thus cutting the customer off from the

ed contract or confirmation of the contract must be on paper or on another durable

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# The Cooling Off Period

The 14 day cooling off period is calculate

- For the sale of goods, the 14 da goods. Refunds must be given wi of postage) and must include th delivery, gift-wrapping etc. do n otherwise in their terms, the costs
- For the sale of services, the 14 d customer is formed;
- For the supply of digital content w date that the contract between the

The cooling off period for the sale of go whole and can be easily returned (unlik certain types of goods – for example tho be returned if the packaging is opened. deteriorate rapidly. In addition, if goods which would reasonably be allowed in a s

## Supplying Services within the Cooling

In the case of services, it may well be the days of the customer's order (and are recustomer must make an express request within the cooling off period, the right to c

If services cannot be fully performed wit prevent customers from exercising the ri commencement of service provision with paid for the services as provided up ur outside of the cooling off period cancella reasonable proportion of the full service /

## Supplying Digital Content within the C

With the supply of digital content, the cus customer must give their express consen within the cooling off period, the right to included in the confirmation of contract re



hat the customer takes possession of the mer returning the goods (or providing proof (though only the standard cost – express ) and, unless the seller expressly states

at the contract between the seller and the

tangible medium, the 14 days begin on the is formed.

forward as goods will reach the customer tent). Exemptions do, however, apply for ckaging for hygiene reasons, which cannot alised goods and those which are likely to a result of any handling that exceeds that uced accordingly.

are capable of being performed within 14 tomer for that matter). In such cases, the y agreeing to the provision of the services

to begin within that period, traders cannot e customer must expressly consent to the but this time the best a trader can do is be s to cancel (within the 14 days, that is – r the trader to determine), calculated as a

e content supplied straight away. If so, the by agreeing to the provision of the services s consent and acknowledgement must be

### **Cancellation Notice**

The Regulations include a model cancell on paper). Customers need not use the making a clear statement setting out the

Regardless of when the cancellation notic cooling off period, it will be valid. Notices they are sent; email notices are deemed

### Trader's Failure to Provide Informatior

Failure to provide the information referred (because the Regulations provide that o been given). A customer can therefore s the information given is incorrect.

If a trader fails to advise a customer of th 14 days after trader does provide the info months) until the date 12 months after it v

A trader who fails to give a customer inf which can result in the trader being fined

# Related Contracts, Including Credit Ag

In cases where a consumer purchases g agreement, any such agreement will be c cancel under the 2013 Regulations. Any must be repaid unless otherwise stated ir interest received. Beyond this, the credi any kind, this must be returned.

If the trader is the creditor, it is their response credit agreement. If the creditor is a third the cancellation notice from the consume

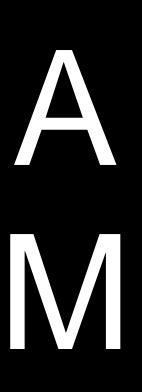
Where credit was to be repaid in instalment instalment, the trader or creditor must ta consumer.

### Exceptions

There are certain categories of goods an These are as follows:

• Gambling;







e provided to customers (whether online or however; they can cancel the contract by

y the trader, provided it is served within the personally are deemed served on the day ding.

### of the Right to Cancel

nstitutes a breach of contract by the trader ied term that the relevant information has of contract. This would also be the case if

cellation period will be extended either until does not provide the information within 12 ed.

to cancel also commits a criminal offence

ers into a related contract, such as a credit pon the consumer's exercise of the right to onsumer in relation to the credit agreement er, the consumer must repay any credit and . If the consumer has provided security of

opriate action with respect to cancelling the form that party immediately upon receipt of

ed is not repaid by the due date of the first recover monies and interest due from the

provisions discussed above do not apply.

- Financial services such as banki affected by the Regulations if the is covered by the Regulations);
- Constructions and sale of real est
- Rental of residential property (but are within the Regulations);
- Food or drink supplied by regular
- Package holidays;
- Timeshare contracts;
- Purchases from vending machine
- Single telecommunications conne
- Any goods or services whose valu

d pensions (but credit and insurance can i.e. sold in connection with a contract that

relating to agents' sales or letting services

r internet cafés);