

Introduction

Many traders generate the majority of their sales using door-to-door or doorstep selling.

Products and services commonly sold on a doorstep include household wares; seasonal gifts; subscriptions to magazines; subscriptions to services such as energy or water; home improvements such as wall papering; and maintenance services as offered by tradespeople such as plumbers and electricians.

In many cases, this form of selling is used to sell products or services that are not needed by the customer. Notwithstanding this, certain traders may use doorstep selling to sell products or services that are needed by the customer.

On 13th June 2014 The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 came into force, superseding the Consumer Protection (Doorstep Selling) Regulations 2008.

The Regulations offer protection to consumers in doorstep sales transactions. In particular, traders must provide customers with certain information before, during and after transactions. Customers are given a statutory cancellation or “cooling off” period of 14 days, provided the value of goods or services purchased exceeds £42. The Regulations also require traders to provide a written contract (including the cooling off period); and a written copy of the terms and conditions of the contract. This information must be given either on paper or on another durable medium. Depending upon the nature of the transaction, the information may be given to the customer’s online account. Whatever the medium, the information must remain accessible and readable by the customer. A link to a trader’s website, or indeed the content of such terms may be given to the customer, thus cutting the customer off from the information.

Provision of Information by Traders

Traders are required to provide a range of information to customers before, during and after transactions. The key details are the following:

- The main characteristics of the goods or services purchased;
- A full breakdown of pricing, itemised by quantity and unit price;
- The trader’s identity including contact details;
- Delivery arrangements;
- The customer’s rights to cancel and return goods;
- The duration of the contract.

This information must be given either on paper or on another durable medium. Depending upon the nature of the transaction, the information may be given to the customer’s online account. Whatever the medium, the information must remain accessible and readable by the customer. A link to a trader’s website, or indeed the content of such terms may be given to the customer, thus cutting the customer off from the information.

The trader must also give the customer a written copy of the terms and conditions of the contract within a reasonable time after the contract is made. This information must be on paper or on another durable medium.

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The Cooling Off Period

The 14 day cooling off period is calculated as follows:

- For the sale of goods, the 14 day cooling off period begins on the date that the customer takes possession of the goods. Refunds must be given within 14 days of the customer returning the goods (or providing proof of postage) and must include the cost of delivery, gift-wrapping etc. do not include the cost of the goods. Unless otherwise stated in their terms, the costs of delivery, gift-wrapping etc. do not include the cost of the goods.
- For the sale of services, the 14 day cooling off period begins on the date that the contract between the seller and the customer is formed;
- For the supply of digital content within the cooling off period, the right to cancel is included in the confirmation of contract received by the customer.

The cooling off period for the sale of goods is 14 days from the date that the customer takes possession of the goods and can be easily returned (unless the goods are of a certain type – for example those which are perishable or which deteriorate rapidly. In addition, if goods are supplied in a sealed container which would reasonably be allowed in a sealed container).

Supplying Services within the Cooling Off Period

In the case of services, it may well be that the services are capable of being performed within 14 days of the customer's order (and are returned to the customer for that matter). In such cases, the customer must make an express request to the trader by agreeing to the provision of the services within the cooling off period, the right to cancel is included in the confirmation of contract received by the customer.

If services cannot be fully performed within 14 days of the customer's order, traders cannot prevent customers from exercising the right to cancel. If the services are not commenced within 14 days of the customer's order, the trader must refund the full amount paid for the services as provided up until the date of cancellation. If the services are commenced outside of the cooling off period, the trader must refund a reasonable proportion of the full service /

Supplying Digital Content within the Cooling Off Period

With the supply of digital content, the customer must give their express consent to the provision of the services within the cooling off period, the right to cancel is included in the confirmation of contract received by the customer.

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that the customer takes possession of the goods. Refunds must be given within 14 days of the customer returning the goods (or providing proof of postage) and must include the cost of delivery, gift-wrapping etc. do not include the cost of the goods. Unless otherwise stated in their terms, the costs of delivery, gift-wrapping etc. do not include the cost of the goods.

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forward as goods will reach the customer (unless the goods are of a certain type – for example those which are perishable or which deteriorate rapidly. In addition, if goods are supplied in a sealed container which would reasonably be allowed in a sealed container).

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the content supplied straight away. If so, the customer must give their express consent to the provision of the services within the cooling off period, the right to cancel is included in the confirmation of contract received by the customer.

Cancellation Notice

The Regulations include a model cancellation notice (which may be provided on paper). Customers need not use the model notice; they can make a clear statement setting out the details of their cancellation.

Regardless of when the cancellation notice is received by the trader, provided it is served within the cooling off period, it will be valid. Notices sent by post and personally are deemed served on the day they are sent; email notices are deemed served on the day they are sent.

Trader's Failure to Provide Information

Failure to provide the information referred to in the Regulations (because the Regulations provide that it has not been given). A customer can therefore sue the trader if the information given is incorrect.

If a trader fails to advise a customer of the right to cancel within 14 days after trader does provide the information (12 months) until the date 12 months after it was provided.

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

Related Contracts, Including Credit Agreements

In cases where a consumer purchases goods or services under a credit agreement, any such agreement will be cancelled under the 2013 Regulations. Any credit must be repaid unless otherwise stated in the agreement. Beyond this, the credit must be repaid. Beyond this, the credit must be repaid. Beyond this, the credit must be repaid.

If the trader is the creditor, it is their responsibility to ensure the credit agreement. If the creditor is a third party, the cancellation notice from the consumer must be provided to the creditor.

Where credit was to be repaid in instalments, the trader or creditor must take steps to ensure the consumer is repaid.

Exceptions

There are certain categories of goods and services to which the provisions discussed above do not apply. These are as follows:

- Gambling;

- Financial services such as bank loans (but credit and insurance can be affected by the Regulations if the contract is covered by the Regulations);
- Constructions and sale of real estate;
- Rental of residential property (but lettings are within the Regulations);
- Food or drink supplied by regular suppliers;
- Package holidays;
- Timeshare contracts;
- Purchases from vending machines;
- Single telecommunications connections (but not for internet cafés);
- Any goods or services whose value is less than £100.

and pensions (but credit and insurance can be affected by the Regulations if the contract is sold in connection with a contract that is covered by the Regulations);

relating to agents' sales or letting services

for internet cafés);

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