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STATUTORY INSTRUMENTS

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**2013 No. 3134**

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

**PART 2**

Information requirements

**CHAPTER 1**

Provision of information

**Application of Part 2**

7.—(1) This Part applies to on-premises, off-premises and distance contracts, subject to paragraphs (2), (3) and (4) and regulation 6.

(2) This Part does not apply to contracts to the extent that they are—

- (a) for the supply of a medicinal product by administration by a prescriber, or under a prescription or directions given by a prescriber;
- (b) for the supply of a product by a health care professional or a person included in a relevant list, under arrangements for the supply of services as part of the health service, where the product is one that, at least in some circumstances is available under such arrangements free or on prescription.

(3) This Part, except for regulation 14(1) to (5), does not apply to contracts to the extent that they are for passenger transport services.

(4) This Part does not apply to off-premises contracts under which the payment to be made by the consumer is not more than £42.

(5) In paragraph (2)—

“health care professional” and “prescriber” have the meaning given by regulation 2(1) of the National Health Service (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013<sup>(1)</sup>;

“health service” means—

- (a) the health service as defined by section 275(1) of the National Health Service Act 2006<sup>(2)</sup> or section 206(1) of the National Health Service (Wales) Act 2006<sup>(3)</sup>,
- (b) the health service as defined by section 108(1) of the National Health Service (Scotland) Act 1978<sup>(4)</sup>, or

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(1) S.I. 2013/349.  
(2) 2006 c.41.  
(3) 2006 c.42.  
(4) 1978 c.29.

- (c) any of the health services under section 2(1)(a) of the Health and Social Care (Reform) Act (Northern Ireland) 2009<sup>(5)</sup>;
- “medicinal product” has the meaning given by regulation 2(1) of the Human Medicines Regulations 2012<sup>(6)</sup>;
- “relevant list” means—
- (d) a relevant list for the purposes of the National Health Service (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013<sup>(7)</sup>, or
  - (e) a list maintained under those Regulations.

### **Making information etc available to a consumer**

8. For the purposes of this Part, something is made available to a consumer only if the consumer can reasonably be expected to know how to access it.

### **Information to be provided before making an on-premises contract**

9.—(1) Before the consumer is bound by an on-premises contract, the trader must give or make available to the consumer the information described in Schedule 1 in a clear and comprehensible manner, if that information is not already apparent from the context.

(2) Paragraph (1) does not apply to a contract which involves a day-to-day transaction and is performed immediately at the time when the contract is entered into.

(3) Any information that the trader gives the consumer as required by this regulation is to be treated as included as a term of the contract.

(4) A change to any of that information, made before entering into the contract or later, is not effective unless expressly agreed between the consumer and the trader.

### **Information to be provided before making an off-premises contract**

10.—(1) Before the consumer is bound by an off-premises contract, the trader—

- (a) must give the consumer the information listed in Schedule 2 in a clear and comprehensible manner, and
- (b) if a right to cancel exists, must give the consumer a cancellation form as set out in part B of Schedule 3.

(2) The information and any cancellation form must be given on paper or, if the consumer agrees, on another durable medium and must be legible.

(3) The information referred to in paragraphs (1), (m) and (n) of Schedule 2 may be provided by means of the model instructions on cancellation set out in part A of Schedule 3; and a trader who has supplied those instructions to the consumer, correctly filled in, is to be treated as having complied with paragraph (1) in respect of those paragraphs.

(4) If the trader has not complied with paragraph (1) in respect of paragraph (g), (h) or (m) of Schedule 2, the consumer is not to bear the charges or costs referred to in those paragraphs.

(5) Any information that the trader gives the consumer as required by this regulation is to be treated as included as a term of the contract.

(6) A change to any of that information, made before entering into the contract or later, is not effective unless expressly agreed between the consumer and the trader.

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(5) 2006 c.41 (N.I.); section 1 was substituted by section 1 of the Health and Social Care Act 2012 (c.7).

(6) S.I. 2012/1916.

(7) S.I. 2013/349.

(7) This regulation is subject to regulation 11.

### **Provision of information in connection with repair or maintenance contracts**

**11.**—(1) If the conditions in paragraphs (2), (3) and (4) are met, regulation 10(1) does not apply to an off-premises contract where—

- (a) the contract is a service contract,
- (b) the consumer has explicitly requested the trader to supply the service for the purpose of carrying out repairs or maintenance,
- (c) the obligations of the trader and the consumer under the contract are to be performed immediately, and
- (d) the payment to be made by the consumer is not more than £170.

(2) The first condition is that, before the consumer is bound by the contract, the trader gives or makes available to the consumer on paper or, if the consumer expressly agrees, on another durable medium—

- (a) the information referred to in paragraphs (b) to (d), (f) and (g) of Schedule 2,
- (b) an estimate of the total price, where it cannot reasonably be calculated in advance, and
- (c) where a right to cancel exists, a cancellation form as set out in part B of Schedule 3.

(3) The second condition is that, before the consumer is bound by the contract, the trader gives or makes available to the consumer the information referred to in paragraphs (a), (l) and (o) of Schedule 2, either on paper or another durable medium or otherwise if the consumer expressly agrees.

(4) The third condition is that the confirmation of the contract provided in accordance with regulation 12 contains the information required by regulation 10(1).

(5) For the right to cancel where this regulation applies, see in particular—

- (a) regulation 28(1)(e) and (2) (cases where cancellation excluded: visit requested for urgent work);
- (b) regulation 36 (form of consumer's request, and consequences).

### **Provision of copy or confirmation of off-premises contracts**

**12.**—(1) In the case of an off-premises contract, the trader must give the consumer—

- (a) a copy of the signed contract, or
- (b) confirmation of the contract.

(2) The confirmation must include all the information referred to in Schedule 2 unless the trader has already provided that information to the consumer on a durable medium prior to the conclusion of the off-premises contract.

(3) The copy or confirmation must be provided on paper or, if the consumer agrees, on another durable medium.

(4) The copy or confirmation must be provided within a reasonable time after the conclusion of the contract, but in any event—

- (a) not later than the time of the delivery of any goods supplied under the contract, and
- (b) before performance begins of any service supplied under the contract.

(5) If the contract is for the supply of digital content not on a tangible medium and the consumer has given the consent and acknowledgement referred to in regulation 37(1)(a) and (b), the copy or confirmation must include confirmation of the consent and acknowledgement.

**Information to be provided before making a distance contract**

13.—(1) Before the consumer is bound by a distance contract, the trader—

- (a) must give or make available to the consumer the information listed in Schedule 2 in a clear and comprehensible manner, and in a way appropriate to the means of distance communication used, and
- (b) if a right to cancel exists, must give or make available to the consumer a cancellation form as set out in part B of Schedule 3.

(2) In so far as the information is provided on a durable medium, it must be legible.

(3) The information referred to in paragraphs (l), (m) and (n) of Schedule 2 may be provided by means of the model instructions on cancellation set out in part A of Schedule 3; and a trader who has supplied those instructions to the consumer, correctly filled in, is to be treated as having complied with paragraph (1) in respect of those paragraphs.

(4) Where a distance contract is concluded through a means of distance communication which allows limited space or time to display the information—

- (a) the information listed in paragraphs (a), (b), (f), (g), (h), (l) and (s) of Schedule 2 must be provided on that means of communication in accordance with paragraphs (1) and (2), but
- (b) the other information required by paragraph (1) may be provided in another appropriate way.

(5) If the trader has not complied with paragraph (1) in respect of paragraph (g), (h) or (m) of Schedule 2, the consumer is not to bear the charges or costs referred to in those paragraphs.

(6) Any information that the trader gives the consumer as required by this regulation is to be treated as included as a term of the contract.

(7) A change to any of that information, made before entering into the contract or later, is not effective unless expressly agreed between the consumer and the trader.

**Requirements for distance contracts concluded by electronic means**

14.—(1) This regulation applies where a distance contract is concluded by electronic means.

(2) If the contract places the consumer under an obligation to pay, the trader must make the consumer aware in a clear and prominent manner, and directly before the consumer places the order, of the information listed in paragraphs (a), (f), (g), (h), (s) and (t) of Schedule 2.

(3) The trader must ensure that the consumer, when placing the order, explicitly acknowledges that the order implies an obligation to pay.

(4) If placing an order entails activating a button or a similar function, the trader must ensure that the button or similar function is labelled in an easily legible manner only with the words ‘order with obligation to pay’ or a corresponding unambiguous formulation indicating that placing the order entails an obligation to pay the trader.

(5) If the trader has not complied with paragraphs (3) and (4), the consumer is not bound by the contract or order.

(6) The trader must ensure that any trading website through which the contract is concluded indicates clearly and legibly, at the latest at the beginning of the ordering process, whether any delivery restrictions apply and which means of payment are accepted.

**Telephone calls to conclude a distance contract**

15. If the trader makes a telephone call to the consumer with a view to concluding a distance contract, the trader must, at the beginning of the conversation with the consumer, disclose—

- (a) the trader's identity,
- (b) where applicable, the identity of the person on whose behalf the trader makes the call, and
- (c) the commercial purpose of the call.

#### **Confirmation of distance contracts**

**16.**—(1) In the case of a distance contract the trader must give the consumer confirmation of the contract on a durable medium.

(2) The confirmation must include all the information referred to in Schedule 2 unless the trader has already provided that information to the consumer on a durable medium prior to the conclusion of the distance contract.

(3) If the contract is for the supply of digital content not on a tangible medium and the consumer has given the consent and acknowledgment referred to in regulation 37(1)(a) and (b), the confirmation must include confirmation of the consent and acknowledgement.

(4) The confirmation must be provided within a reasonable time after the conclusion of the contract, but in any event—

- (a) not later than the time of delivery of any goods supplied under the contract, and
- (b) before performance begins of any service supplied under the contract.

(5) For the purposes of paragraph (4), the confirmation is treated as provided as soon as the trader has sent it or done what is necessary to make it available to the consumer.

#### **Burden of proof in relation to off-premises and distance contracts**

**17.**—(1) In case of dispute about the trader's compliance with any provision of regulations 10 to 16, it is for the trader to show that the provision was complied with.

(2) That does not apply to proceedings—

- (a) for an offence under regulation 19, or
- (b) relating to compliance with an injunction, interdict or order under regulation 45.

#### **Effect on contract of failure to provide information**

**18.** Every contract to which this Part applies is to be treated as including a term that the trader has complied with the provisions of—

- (a) regulations 9 to 14, and
- (b) regulation 16.