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STATUTORY INSTRUMENTS

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**2013 No. 3134**

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

**PART 3**

**Right to cancel**

**Application of Part 3**

**27.**—(1) This Part applies to distance and off-premises contracts between a trader and a consumer, subject to paragraphs (2) and (3) and regulations 6 and 28.

(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;
- (c) for passenger transport services.

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

(4) In paragraph (2)(a) and (b), expressions defined in regulation 7(5) have the meaning given there.

**Limits of application: circumstances excluding cancellation**

**28.**—(1) This Part does not apply as regards the following—

- (a) the supply of—
  - (i) goods, or
  - (ii) services, other than supply of water, gas, electricity or district heating, for which the price is dependent on fluctuations in the financial market which cannot be controlled by the trader and which may occur within the cancellation period;
- (b) the supply of goods that are made to the consumer's specifications or are clearly personalised;
- (c) the supply of goods which are liable to deteriorate or expire rapidly;
- (d) the supply of alcoholic beverages, where—
  - (i) their price has been agreed at the time of the conclusion of the sales contract,
  - (ii) delivery of them can only take place after 30 days, and

- (iii) their value is dependent on fluctuations in the market which cannot be controlled by the trader;
  - (e) contracts where the consumer has specifically requested a visit from the trader for the purpose of carrying out urgent repairs or maintenance;
  - (f) the supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications;
  - (g) contracts concluded at a public auction;
  - (h) the supply of accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities, if the contract provides for a specific date or period of performance.
- (2) Sub-paragraph (e) of paragraph (1) does not prevent this Part applying to a contract for—
- (a) services in addition to the urgent repairs or maintenance requested, or
  - (b) goods other than replacement parts necessarily used in making the repairs or carrying out the maintenance,
- if the trader supplies them on the occasion of a visit such as is mentioned in that sub-paragraph.
- (3) The rights conferred by this Part cease to be available in the following circumstances—
- (a) in the case of a contract for the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons, if they become unsealed after delivery;
  - (b) in the case of a contract for the supply of sealed audio or sealed video recordings or sealed computer software, if the goods become unsealed after delivery;
  - (c) in the case of any sales contract, if the goods become mixed inseparably (according to their nature) with other items after delivery.

### **Right to cancel**

**29.**—(1) The consumer may cancel a distance or off-premises contract at any time in the cancellation period without giving any reason, and without incurring any liability except under these provisions—

- (a) regulation 34(3) (where enhanced delivery chosen by consumer);
- (b) regulation 34(9) (where value of goods diminished by consumer handling);
- (c) regulation 35(5) (where goods returned by consumer);
- (d) regulation 36(4) (where consumer requests early supply of service).

(2) The cancellation period begins when the contract is entered into and ends in accordance with regulation 30 or 31.

(3) Paragraph (1) does not affect the consumer's right to withdraw an offer made by the consumer to enter into a distance or off-premises contract, at any time before the contract is entered into, without giving any reason and without incurring any liability.

### **Normal cancellation period**

**30.**—(1) The cancellation period ends as follows, unless regulation 31 applies.

(2) If the contract is—

- (a) a service contract, or
  - (b) a contract for the supply of digital content which is not supplied on a tangible medium,
- the cancellation period ends at the end of 14 days after the day on which the contract is entered into.

(3) If the contract is a sales contract and none of paragraphs (4) to (6) applies, the cancellation period ends at the end of 14 days after the day on which the goods come into the physical possession of—

- (a) the consumer, or
- (b) a person, other than the carrier, identified by the consumer to take possession of them.

(4) If the contract is a sales contract under which multiple goods are ordered by the consumer in one order but some are delivered on different days, the cancellation period ends at the end of 14 days after the day on which the last of the goods come into the physical possession of—

- (a) the consumer, or
- (b) a person, other than the carrier, identified by the consumer to take possession of them.

(5) If the contract is a sales contract under which goods consisting of multiple lots or pieces of something are delivered on different days, the cancellation period ends at the end of 14 days after the day on which the last of the lots or pieces come into the physical possession of—

- (a) the consumer, or
- (b) a person, other than the carrier, identified by the consumer to take possession of them.

(6) If the contract is a sales contract for regular delivery of goods during a defined period of more than one day, the cancellation period ends at the end of 14 days after the day on which the first of the goods come into the physical possession of—

- (a) the consumer, or
- (b) a person, other than the carrier, identified by the consumer to take possession of them.

### **Cancellation period extended for breach of information requirement**

**31.**—(1) This regulation applies if the trader does not provide the consumer with the information on the right to cancel required by paragraph (1) of Schedule 2, in accordance with Part 2.

(2) If the trader provides the consumer with that information in the period of 12 months beginning with the first day of the 14 days mentioned in regulation 30(2) to (6), but otherwise in accordance with Part 2, the cancellation period ends at the end of 14 days after the consumer receives the information.

(3) Otherwise the cancellation period ends at the end of 12 months after the day on which it would have ended under regulation 30.

### **Exercise of the right to withdraw or cancel**

**32.**—(1) To withdraw an offer to enter into a distance or off-premises contract, the consumer must inform the trader of the decision to withdraw it.

(2) To cancel a contract under regulation 29(1), the consumer must inform the trader of the decision to cancel it.

(3) To inform the trader under paragraph (2) the consumer may either—

- (a) use a form following the model cancellation form in part B of Schedule 3, or
- (b) make any other clear statement setting out the decision to cancel the contract.

(4) If the trader gives the consumer the option of filling in and submitting such a form or other statement on the trader's website—

- (a) the consumer need not use it, but
- (b) if the consumer does, the trader must communicate to the consumer an acknowledgement of receipt of the cancellation on a durable medium without delay.

(5) Where the consumer informs the trader under paragraph (2) by sending a communication, the consumer is to be treated as having cancelled the contract in the cancellation period if the communication is sent before the end of the period.

(6) In case of dispute it is for the consumer to show that the contract was cancelled in the cancellation period in accordance with this regulation.

### **Effect of withdrawal or cancellation**

**33.**—(1) If a contract is cancelled under regulation 29(1)—

- (a) the cancellation ends the obligations of the parties to perform the contract, and
- (b) regulations 34 to 38 apply.

(2) Regulations 34 and 38 also apply if the consumer withdraws an offer to enter into a distance or off-premises contract.

### **Reimbursement by trader in the event of withdrawal or cancellation**

**34.**—(1) The trader must reimburse all payments, other than payments for delivery, received from the consumer, subject to paragraph (10).

(2) The trader must reimburse any payment for delivery received from the consumer, unless the consumer expressly chose a kind of delivery costing more than the least expensive common and generally acceptable kind of delivery offered by the trader.

(3) In that case, the trader must reimburse any payment for delivery received from the consumer up to the amount the consumer would have paid if the consumer had chosen the least expensive common and generally acceptable kind of delivery offered by the trader.

(4) Reimbursement must be without undue delay, and in any event not later than the time specified in paragraph (5) or (6).

(5) If the contract is a sales contract and the trader has not offered to collect the goods, the time is the end of 14 days after—

- (a) the day on which the trader receives the goods back, or
- (b) if earlier, the day on which the consumer supplies evidence of having sent the goods back.

(6) Otherwise, the time is the end of 14 days after the day on which the trader is informed of the consumer's decision to withdraw the offer or cancel the contract, in accordance with regulation 44.

(7) The trader must make the reimbursement using the same means of payment as the consumer used for the initial transaction, unless the consumer has expressly agreed otherwise.

(8) The trader must not impose any fee on the consumer in respect of the reimbursement.

(9) If (in the case of a sales contract) the value of the goods is diminished by any amount as a result of handling of the goods by the consumer beyond what is necessary to establish the nature, characteristics and functioning of the goods, the trader may recover that amount from the consumer, up to the contract price.

(10) An amount that may be recovered under paragraph (9)—

- (a) may be deducted from the amount to be reimbursed under paragraph (1);
- (b) otherwise, must be paid by the consumer to the trader.

(11) Paragraph (9) does not apply if the trader has failed to provide the consumer with the information on the right to cancel required by paragraph (1) of Schedule 2, in accordance with Part 2.

(12) For the purposes of paragraph (9) handling is beyond what is necessary to establish the nature, characteristics and functioning of the goods if, in particular, it goes beyond the sort of handling that might reasonably be allowed in a shop.

(13) Where the provisions of this regulation apply to cancellation of a contract, the contract is to be treated as including those provisions as terms.

### **Return of goods in the event of cancellation**

**35.**—(1) Where a sales contract is cancelled under regulation 29(1), it is the trader's responsibility to collect the goods if—

- (a) the trader has offered to collect them, or
- (b) in the case of an off-premises contract, the goods were delivered to the consumer's home when the contract was entered into and could not, by their nature, normally be returned by post.

(2) If it is not the trader's responsibility under paragraph (1) to collect the goods, the consumer must—

- (a) send them back, or
- (b) hand them over to the trader or to a person authorised by the trader to receive them.

(3) The address to which goods must be sent under paragraph (2)(a) is—

- (a) any address specified by the trader for sending the goods back;
- (b) if no address is specified for that purpose, any address specified by the trader for the consumer to contact the trader;
- (c) if no address is specified for either of those purposes, any place of business of the trader.

(4) The consumer must send off the goods under paragraph (2)(a), or hand them over under paragraph (2)(b), without undue delay and in any event not later than 14 days after the day on which the consumer informs the trader as required by regulation 32(2).

(5) The consumer must bear the direct cost of returning goods under paragraph (2), unless—

- (a) the trader has agreed to bear those costs, or
- (b) the trader failed to provide the consumer with the information about the consumer bearing those costs, required by paragraph (m) of Schedule 2, in accordance with Part 2.

(6) The contract is to be treated as including a term that the trader must bear the direct cost of the consumer returning goods under paragraph (2) where paragraph (5)(b) applies.

(7) The consumer is not required to bear any other cost of returning goods under paragraph (2).

(8) The consumer is not required to bear any cost of collecting goods under paragraph (1) unless the consumer agreed to bear them.

### **Supply of service in cancellation period**

**36.**—(1) The trader must not begin the supply of a service before the end of the cancellation period provided for in regulation 30(1) unless the consumer—

- (a) has made an express request, and
- (b) in the case of an off-premises contract, has made the request on a durable medium.

(2) In the case of a service other than supply of water, gas, electricity or district heating, the consumer ceases to have the right to cancel a service contract under regulation 29(1) if the service has been fully performed, and performance of the service began—

- (a) after a request by the consumer in accordance with paragraph (1), and
- (b) with the acknowledgement that the consumer would lose that right once the contract had been fully performed by the trader.

(3) Paragraphs (4) to (6) apply where a contract is cancelled under regulation 29(1) and a service has been supplied in the cancellation period.

(4) Where the service is supplied in response to a request in accordance with paragraph (1), the consumer must (subject to paragraph (6)) pay to the trader an amount—

- (a) for the supply of the service for the period for which it is supplied, ending with the time when the trader is informed of the consumer's decision to cancel the contract, in accordance with regulation 32(2), and
- (b) which is in proportion to what has been supplied, in comparison with the full coverage of the contract.

(5) The amount is to be calculated—

- (a) on the basis of the total price agreed in the contract, or
- (b) if the total price is excessive, on the basis of the market value of the service that has been supplied, calculated by comparing prices for equivalent services supplied by other traders.

(6) The consumer bears no cost for supply of the service, in full or in part, in the cancellation period, if—

- (a) the trader has failed to provide the consumer with the information on the right to cancel required by paragraph (1) of Schedule 2, or the information on payment of that cost required by paragraph (n) of that Schedule, in accordance with Part 2, or
- (b) the service is not supplied in response to a request in accordance with paragraph (1).

### **Supply of digital content in cancellation period**

**37.**—(1) Under a contract for the supply of digital content not on a tangible medium, the trader must not begin supply of the digital content before the end of the cancellation period provided for in regulation 30(1), unless—

- (a) the consumer has given express consent, and
- (b) the consumer has acknowledged that the right to cancel the contract under regulation 29(1) will be lost.

(2) The consumer ceases to have the right to cancel such a contract under regulation 29(1) if, before the end of the cancellation period, supply of the digital content has begun after the consumer has given the consent and acknowledgement required by paragraph (1).

(3) Paragraph (4) applies where a contract is cancelled under regulation 29(1) and digital content has been supplied, not on a tangible medium, in the cancellation period.

(4) The consumer bears no cost for supply of the digital content, in full or in part, in the cancellation period, if—

- (a) the consumer has not given prior express consent to the beginning of the performance of the digital content before the end of the 14-day period referred to in regulation 30,
- (b) the consumer gave that consent but did not acknowledge when giving it that the right to cancel would be lost, or
- (c) the trader failed to provide confirmation required by regulation 12(5) or 16(3).

### **Effects of withdrawal or cancellation on ancillary contracts**

**38.**—(1) If a consumer withdraws an offer to enter into a distance or off-premises contract, or cancels such a contract under regulation 29(1), any ancillary contracts are automatically terminated, without any costs for the consumer, other than any costs under these provisions—

- (a) regulation 34(3) (where enhanced delivery chosen by consumer);

- (b) regulation 34(9) (where value of goods diminished by consumer handling);
- (c) regulation 35(5) (where goods returned by consumer);
- (d) regulation 36(4) (where consumer requests early supply of service).

(2) When a trader is informed by a consumer under regulation 32(1) or (2) of a decision to withdraw an offer or cancel a contract, the trader must inform any other trader with whom the consumer has an ancillary contract that is terminated by paragraph (1).

(3) An “ancillary contract”, in relation to a distance or off-premises contract (the “main contract”), means a contract by which the consumer acquires goods or services related to the main contract, where those goods or services are provided—

- (a) by the trader, or
- (b) by a third party on the basis of an arrangement between the third party and the trader.

(4) Regulation 6(1)(b) (exclusion of financial services contracts) does not limit the contracts that are ancillary contracts for the purposes of this regulation.