
STATUTORY INSTRUMENTS

2000 No. 2334

The Consumer Protection (Distance Selling) Regulations 2000

Recovery of sums paid by or on behalf of the consumer on cancellation, and return of security

14.—(1) On the cancellation of a contract under regulation 10, the supplier shall reimburse any sum paid by or on behalf of the consumer under or in relation to the contract to the person by whom it was made free of any charge, less any charge made in accordance with paragraph (5).

(2) The reference in paragraph (1) to any sum paid on behalf of the consumer includes any sum paid by a creditor who is not the same person as the supplier under a personal credit agreement with the consumer.

(3) The supplier shall make the reimbursement referred to in paragraph (1) as soon as possible and in any case within a period not exceeding 30 days beginning with the day on which the notice of cancellation was given.

(4) Where any security has been provided in relation to the contract, the security (so far as it is so provided) shall, on cancellation under regulation 10, be treated as never having had effect and any property lodged with the supplier solely for the purposes of the security as so provided shall be returned by him forthwith.

(5) Subject to paragraphs (6) and (7), the supplier may make a charge, not exceeding the direct costs of recovering any goods supplied under the contract, where a term of the contract provides that the consumer must return any goods supplied if he cancels the contract under regulation 10 but the consumer does not comply with this provision or returns the goods at the expense of the supplier.

(6) Paragraph (5) shall not apply where—

- (a) the consumer cancels in circumstances where he has the right to reject the goods under a term of the contract, including a term implied by virtue of any enactment, or
- (b) the term requiring the consumer to return any goods supplied if he cancels the contract is an “unfair term” within the meaning of the Unfair Terms in Consumer Contracts Regulations 1999(1).

(7) Paragraph (5) shall not apply to the cost of recovering any goods which were supplied as substitutes for the goods ordered by the consumer.

(8) For the purposes of these Regulations, a personal credit agreement is an agreement between the consumer and any other person (“the creditor”) by which the creditor provides the consumer with credit of any amount.