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STATUTORY INSTRUMENTS

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**2000 No. 2334**

**The Consumer Protection (Distance Selling) Regulations 2000**

**Restoration of goods by consumer after cancellation**

17.—(1) This regulation applies where a contract is cancelled under regulation 10 after the consumer has acquired possession of any goods under the contract other than any goods mentioned in regulation 13(1)(b) to (e).

(2) The consumer shall be treated as having been under a duty throughout the period prior to cancellation—

- (a) to retain possession of the goods, and
- (b) to take reasonable care of them.

(3) On cancellation, the consumer shall be under a duty to restore the goods to the supplier in accordance with this regulation, and in the meanwhile to retain possession of the goods and take reasonable care of them.

(4) The consumer shall not be under any duty to deliver the goods except at his own premises and in pursuance of a request in writing, or in another durable medium available and accessible to the consumer, from the supplier and given to the consumer either before, or at the time when, the goods are collected from those premises.

(5) If the consumer—

- (a) delivers the goods (whether at his own premises or elsewhere) to any person to whom, under regulation 10(1), a notice of cancellation could have been given; or
- (b) sends the goods at his own expense to such a person,

he shall be discharged from any duty to retain possession of the goods or restore them to the supplier.

(6) Where the consumer delivers the goods in accordance with paragraph (5)(a), his obligation to take care of the goods shall cease; and if he sends the goods in accordance with paragraph (5)(b), he shall be under a duty to take reasonable care to see that they are received by the supplier and not damaged in transit, but in other respects his duty to take care of the goods shall cease when he sends them.

(7) Where, at any time during the period of 21 days beginning with the day notice of cancellation was given, the consumer receives such a request as is mentioned in paragraph (4), and unreasonably refuses or unreasonably fails to comply with it, his duty to retain possession and take reasonable care of the goods shall continue until he delivers or sends the goods as mentioned in paragraph (5), but if within that period he does not receive such a request his duty to take reasonable care of the goods shall cease at the end of that period.

(8) Where—

- (a) a term of the contract provides that if the consumer cancels the contract, he must return the goods to the supplier, and
- (b) the consumer is not otherwise entitled to reject the goods under the terms of the contract or by virtue of any enactment,

paragraph (7) shall apply as if for the period of 21 days there were substituted the period of 6 months.

(9) Where any security has been provided in relation to the cancelled contract, the duty to restore goods imposed on the consumer by this regulation shall not be enforceable before the supplier has discharged any duty imposed on him by regulation 14(4) to return any property lodged with him as security on cancellation.

(10) Breach of a duty imposed by this regulation on a consumer is actionable as a breach of statutory duty.