

## SCHEDULE 1

Regulation 9(1)

### Information relating to on-premises contracts

The information referred to in regulation 9(1) is—

- (a) the main characteristics of the goods or services, to the extent appropriate to the medium of communication and to the goods or services;
- (b) the identity of the trader (such as the trader's trading name), the geographical address at which the trader is established and the trader's telephone number;
- (c) the total price of the goods or services inclusive of taxes, or where the nature of the goods or services is such that the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated;
- (d) where applicable, all additional delivery charges or, where those charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable;
- (e) where applicable, the arrangements for payment, delivery, performance, and the time by which the trader undertakes to deliver the goods or to perform the service;
- (f) where applicable, the trader's complaint handling policy;
- (g) in the case of a sales contract, a reminder that the trader is under a legal duty to supply goods that are in conformity with the contract;
- (h) where applicable, the existence and the conditions of after-sales services and commercial guarantees;
- (i) the duration of the contract, where applicable, or, if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the contract;
- (j) where applicable, the functionality, including applicable technical protection measures, of digital content;
- (k) where applicable, any relevant compatibility of digital content with hardware and software that the trader is aware of or can reasonably be expected to have been aware of.

## SCHEDULE 2

Regulations 10(1) and 13(1)

### Information relating to distance and off-premises contracts

The information referred to in regulations 10(1) and 13(1) is (subject to the note at the end of this Schedule)—

- (a) the main characteristics of the goods or services, to the extent appropriate to the medium of communication and to the goods or services;
- (b) the identity of the trader (such as the trader's trading name);
- (c) the geographical address at which the trader is established and, where available, the trader's telephone number, fax number and e-mail address, to enable the consumer to contact the trader quickly and communicate efficiently;
- (d) where the trader is acting on behalf of another trader, the geographical address and identity of that other trader;
- (e) if different from the address provided in accordance with paragraph (c), the geographical address of the place of business of the trader, and, where the trader acts on behalf of another trader, the geographical address of the place of business of that other trader, where the consumer can address any complaints;

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- (f) the total price of the goods or services inclusive of taxes, or where the nature of the goods or services is such that the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated,
- (g) where applicable, all additional delivery charges and any other costs or, where those charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable;
- (h) in the case of a contract of indeterminate duration or a contract containing a subscription, the total costs per billing period or (where such contracts are charged at a fixed rate) the total monthly costs;
- (i) the cost of using the means of distance communication for the conclusion of the contract where that cost is calculated other than at the basic rate;
- (j) the arrangements for payment, delivery, performance, and the time by which the trader undertakes to deliver the goods or to perform the services;
- (k) where applicable, the trader's complaint handling policy;
- (l) where a right to cancel exists, the conditions, time limit and procedures for exercising that right in accordance with regulations 27 to 38;
- (m) where applicable, that the consumer will have to bear the cost of returning the goods in case of cancellation and, for distance contracts, if the goods, by their nature, cannot normally be returned by post, the cost of returning the goods;
- (n) that, if the consumer exercises the right to cancel after having made a request in accordance with regulation 36(1), the consumer is to be liable to pay the trader reasonable costs in accordance with regulation 36(4);
- (o) where under regulation 28, 36 or 37 there is no right to cancel or the right to cancel may be lost, the information that the consumer will not benefit from a right to cancel, or the circumstances under which the consumer loses the right to cancel;
- (p) in the case of a sales contract, a reminder that the trader is under a legal duty to supply goods that are in conformity with the contract;
- (q) where applicable, the existence and the conditions of after-sale customer assistance, after-sales services and commercial guarantees;
- (r) the existence of relevant codes of conduct, as defined in regulation 5(3)(b) of the Consumer Protection from Unfair Trading Regulations 2008, and how copies of them can be obtained, where applicable;
- (s) the duration of the contract, where applicable, or, if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the contract;
- (t) where applicable, the minimum duration of the consumer's obligations under the contract;
- (u) where applicable, the existence and the conditions of deposits or other financial guarantees to be paid or provided by the consumer at the request of the trader;
- (v) where applicable, the functionality, including applicable technical protection measures, of digital content;
- (w) where applicable, any relevant compatibility of digital content with hardware and software that the trader is aware of or can reasonably be expected to have been aware of;
- (x) where applicable, the possibility of having recourse to an out-of-court complaint and redress mechanism, to which the trader is subject, and the methods for having access to it.

Note: In the case of a public auction, the information listed in paragraphs (b) to (e) may be replaced with the equivalent details for the auctioneer.

## SCHEDULE 3

Regulations 10 and 13

### Information about the exercise of the right to cancel

#### A. Model instructions for cancellation

##### *Right to cancel*

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day [See Note 1].

To exercise the right to cancel, you must inform us [See Note 2] of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory. [See Note 3]

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

##### *Effects of cancellation*

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than—

- (a) 14 days after the day we receive back from you any goods supplied, or
- (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
- (c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. [See Note 4].

[See Note 5]

[See Note 6]

##### **Notes on instructions for completion:**

1. Insert one of the following texts between inverted commas:
  - (a) in the case of a service contract or a contract for the supply of digital content which is not supplied on a tangible medium: “of the conclusion of the contract.”;
  - (b) in the case of a sales contract: “on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.”;
  - (c) in the case of a contract relating to multiple goods ordered by the consumer in one order and delivered separately: “on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.”;
  - (d) in the case of a contract relating to delivery of a good consisting of multiple lots or pieces: “on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last lot or piece.”;

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- (e) in the case of a contract for regular delivery of goods during a defined period of time: “on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the first good.”.
- 2. Insert your name, geographical address and, where available, your telephone number, fax number and e-mail address.
- 3. If you give the option to the consumer to electronically fill in and submit information about the consumer’s cancellation from the contract on your website, insert the following: “You can also electronically fill in and submit the model cancellation form or any other clear statement on our website [insert Internet address]. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by e-mail) without delay.”.
- 4. In the case of sales contracts in which you have not offered to collect the goods in the event of cancellation insert the following: “We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.”.
- 5. If the consumer has received goods in connection with the contract
  - (a) insert:
    - “We will collect the goods.”; or,
    - “You shall send back the goods or hand them over to us or ... [insert the name and geographical address, where applicable, of the person authorised by you to receive the goods], without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.”
  - (b) insert:
    - “We will bear the cost of returning the goods.”;
    - “You will have to bear the direct cost of returning the goods.”;
    - If, in a distance contract, you do not offer to bear the cost of returning the goods and the goods, by their nature, cannot normally be returned by post: “You will have to bear the direct cost of returning the goods, ... EUR [insert the amount].”; or if the cost of returning the goods cannot reasonably be calculated in advance: “You will have to bear the direct cost of returning the goods. The cost is estimated at a maximum of approximately ... EUR [insert the amount].”; or
    - If, in an off-premises contract, the goods, by their nature, cannot normally be returned by post and have been delivered to the consumer’s home at the time of the conclusion of the contract: “We will collect the goods at our own expense.”; and,
  - (c) insert
    - “You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.”
- 6. In the case of a service contract insert the following: “If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is

in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.”.

## B. Model cancellation form

To [here the trader’s name, geographical address and, where available, fax number and e-mail address are to be inserted by the trader]:

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/for the supply of the following service [\*],

Ordered on [\*/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate.

## SCHEDULE 4

Regulation 47

### Consequential amendments

#### Unsolicited Goods and Services Act 1971

1. In section 6 of the Unsolicited Goods and Services Act 1971 (interpretation)(1), for subsection (3) substitute—

“(3) Nothing in section 3 or 3B affects the rights of any consumer under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.”

#### Consumer Credit Act 1974

2. In section 74 of the Consumer Credit Act 1974 (entry into credit or hire agreements: exclusion of certain agreements)(2), for subsection (2A) substitute—

“(2A) In the case of an agreement to which Part 2 or 3 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 applies, the reference in subsection (2) to a small agreement is to be read as if in section 17(1)(a) and (b) “£42” were substituted for “£50”.”

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(1) 1971 c.30.

(2) 1974 c.39.

### **Companies Act 1985**

3. In paragraph 26 of Schedule 15D to the Companies Act 1985 (company investigations: disclosure for purposes of enforcement authority under Regulations)(3), for “the Consumer Protection (Distance Selling) Regulations 2000 (SI 2000/2334)” substitute “the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013”.

### **Financial Services (Distance Marketing) Regulations 2004**

4. In regulation 11(1) of the Financial Services (Distance Marketing) Regulations 2004 (exceptions to right to cancel under those regulations)(4), for paragraph (e) substitute—

- “(e) a credit agreement terminated under regulation 50(1) of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (automatic termination of related agreements)”.

### **Supply of Extended Warranties on Domestic Electrical Goods Order 2005**

5. In article 2 of the Supply of Extended Warranties on Domestic Electrical Goods Order 2005(5), for the words from “distance contracts” to the end substitute “distance or off-premises contracts to which Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EC and Directive 97/7/EC of the European Parliament and of the Council applies.”

### **Companies Act 2006**

6. In the following provisions of the Companies Act 2006 (provisions permitting disclosure of information for purposes of enforcement authority under Regulations)(6), for “the Consumer Protection (Distance Selling) Regulations 2000 (SI 2000/2334)” substitute “the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013”—

- (a) Schedule 2, Part 2, paragraph 34;
- (b) in Schedule 11A, paragraph 49.

### **Waste Electrical & Electrical Equipment Regulations 2006**

7. In regulation 2 of the Waste Electrical & Electrical Equipment Regulations 2006(7), in the definition of “producer”—

- (a) omit the words from “in accordance with” to “distance contacts”;
- (b) at the end insert—

“(and distance communication here has the same meaning as in Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EC and Directive 97/7/EC of the European Parliament and of the Council);”.

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(3) 1985 c.6.  
(4) S.I. 2004/2095.  
(5) S.I. 2005/37.  
(6) 2006 c.46.  
(7) S.I. 2006/3289.

### **Legislative and Regulatory Reform (Regulatory Functions) Order 2007**

**8.**—(1) In the Schedule to the Legislative and Regulatory Reform (Regulatory Functions) Order 2007 (functions to which sections 21 and 22 of the Legislative and Regulatory Reform Act 2006 apply)**(8)**—

- (a) in Part 3, omit “Consumer Protection (Distance Selling) Regulations 2000” and “Cancellation of Contracts made in a Consumer’s Home or Place of Work etc Regulations 2008”;
- (b) in Part 6, omit “Consumer Protection (Distance Selling) Regulations 2000”;
- (c) in Parts 3 and 6, insert in the appropriate place “Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013”.

### **Consumer Protection from Unfair Trading Regulations 2008**

**9.** In Schedule 1 to the Consumer Protection from Unfair Trading Regulations 2008**(9)**, omit paragraph 29.

### **Payment Services Regulations 2009**

**10.**—(1) In regulation 62 of the Payment Services Regulations 2009 (payer’s liability for unauthorised payment transaction)**(10)**, for paragraph (4) substitute—

“(4) In paragraph (3)(c)—

“distance contract” means a distance contract as defined by regulation 5 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;

“excepted contract” means a contract that—

- (a) falls to any extent within regulation 6(1) of those Regulations, or
- (b) falls within regulation 6(2) of those Regulations.”

### **Co-ordination of Regulatory Enforcement (Regulatory Functions in Scotland and Northern Ireland) Order 2009**

**11.** In Part 2 of Schedule 1 to the Co-ordination of Regulatory Enforcement (Regulatory Functions in Scotland and Northern Ireland) Order 2009 (functions specified for the purposes of Part 2 of the Regulatory Enforcement and Sanctions Act 2008)**(11)**, for “Consumer Protection (Distance Selling) Regulations 2000” substitute “Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013”.

### **Waste Batteries and Accumulators Regulations 2009**

**12.** In regulation 2 of the Waste Batteries and Accumulators Regulations 2009**(12)**, in the definition of “producer”—

- (a) omit the words from “as defined in” to “distance contacts”;
- (b) at the end insert—

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**(8)** S.I. 2007/3544.

**(9)** S.I. 2008/1277.

**(10)** S.I. 2009/209.

**(11)** S.I. 2009/669.

**(12)** 2009/890.

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“(and distance communication here has the same meaning as in Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EC and Directive 97/7/EC of the European Parliament and of the Council;”).

### **Unsolicited Services (Trade and Business Directories) Act (Northern Ireland) 2010**

**13.** In section 1(2) of the Unsolicited Services (Trade and Business Directories) Act (Northern Ireland) 2010 (control of charges for directory entries)(**13**), for “the Consumer Protection (Distance Selling) Regulations 2000 (No. 2334)” substitute “the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013”.

### **Postal Services Act 2011 (Disclosure of Information) Order 2012**

**14.** In regulation 4 of the Postal Services Act 2011 (Disclosure of Information) Order 2012 (prescribed enactments for disclosure of information)(**14**)—

- (a) omit “the Consumer Protection (Distance Selling) Regulations 2000”;
- (b) at the appropriate place insert “the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, so far as they apply to distance contracts;”.

### **Consumer Rights (Payment Surcharges) Regulations 2012**

**15.**—(1) The Consumer Rights (Payment Surcharges) Regulations 2012(**15**) are amended as follows.

(2) In regulation 2, for the definition of “trader” substitute—

““trader” means a person acting for purposes relating to that person’s trade, business, craft or profession, whether acting personally or through another person acting in the trader’s name or on the trader’s behalf.”

(3) In regulation 3

(a) in the appropriate place insert—

““business” includes the activities of any government department or local or public authority;”.

(b) in the definition of “sales contract” for “(whether or not the contract also covers services)” substitute “, including any contract that has both goods and services as its object”.

### **Enterprise Act (Part 8 Domestic Infringements) Order 2013**

**16.** The Enterprise Act (Part 8 Domestic Infringements) Order 2013(**16**) is revoked.

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(13) 2010 c.15 (N.I.).

(14) 2012/1128.

(15) S.I. 2012/3110.

(16) S.I. 2013/761.