



Unit D

Additional consumer rights to cancel

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Introduction

In addition to the basic rights which consumers receive under a supply contract, there may be some extra ones available, which depend on where or how the contract was made and sometimes what the contract is for.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, (the CCRs or the Regulations) provide general cancellation rights in certain circumstances. These Regulations only apply to consumer contracts. The seller must be acting in the course of their business, i.e. a trader (T) and the buyer must be acting in a private capacity, i.e. a consumer (C). References to legislation will be to the CCRs unless otherwise stated.

In addition, other legislation provides cancellation rights in some circumstances.

The stages of the consumer's journey addressed in this unit are as indicated below:



The areas to be addressed in this unit are as follows, with sections D1 – D5 considering the provisions in the CCRs and D7 examining any other legislation. D6 examines the possible scams and problems that often arise in association with both doorstep and distance sales:

- D1 Contracts that can be cancelled
- D2 Information about cancellation rights
- D3 Practicalities of cancelling
- D4 Services and digital content
- D5 Consequences of cancelling
- D6 Issues with doorstep and distance selling
- D7 Other legislative rights to cancel

D1 Contracts that can be cancelled

D1.1 Contract categories

Contracts are categorised into three mutually exclusive groups by the CCRs: on-premises (OnP), off-premises (OffP) and distance contracts [r5]. Cs get cancellation rights in relation to most contracts that fall into the second two categories, i.e. distance and OffP ones. Three factors help determine the correct category:

Where the contract was made	at or away from trade premises or at a distance
How and when the contract was made	whether there is any prior face to face contact before some form of distance communication is used
What the contract was for	goods, services, a combination of both, or digital content

D1.1.1 Where the contract was made

Contracts made in the following three circumstances will be examined:

- ✓ OffP contract - away from business premises, e.g. in C's home
- ✓ Distance contracts - without the parties being face-to-face, e.g. online
- ✓ OnP contract - on business premises, e.g. in a retail store

OnP contracts actually include everything that doesn't fall into the previous two categories [r5]. The difference between them and the other two contracts is not always an easy distinction to make, but is important, because, cancellation rights must be given for OffP and distance contracts, but not for OnP contracts.

D1.1.2 How and when the contract was made

In fact, not only is 'where was the contract made?' an important question, but also how and when, because it is the combination of all these factors which really determines the category. C may go to a business premise to look at a kitchen and then invite T to their home to measure up; T may leave a quotation and one of them may ring or email the other following these various activities. Such a situation would need to be carefully analysed to discover exactly when, where and how the contract was actually made, assuming that it was in fact concluded at all.

D1.1.3 What the contract is for

The products purchased may be goods, services or a combination of the two, or DigC. Quite often contracts for certain services, such as package holidays, timeshare, energy, property, credit and other financial services, are covered by their own specific rules and sometimes the general rules do not apply or apply in a modified way alongside the sector or product specific ones (section D7). The definitions detailed in the CCRS are indicated in table D1.

Table D1: Products covered by the CCRs

Types of contract according to WHAT the contract is for [r5]

Sales contracts	-	where ownership of goods is transferred
	-	includes a contract to supply only goods
	-	includes a contract for both goods and services
Service contract	-	a pure service or where goods provided are incidental
	-	includes electricity, gas and water supplies unless they are for sale in a limited volume or set quantity
	-	also includes district heating
Goods	-	any tangible, moveable item (includes gas etc as above)
Digital content	-	data produced and supplied in a digital form
	-	specific provisions apply when it is 'not on a tangible medium'

The important element, which is necessary for goods and services contracts to be covered by the CCRS, is that they must not be completely free as the relevant definitions refer to C paying a price, whereas the references to DigC do not.

Some of the provisions in the Regulations refer separately to: sales contracts, goods, service contracts, services and DigC not on a tangible medium so the detail needs to be carefully checked. A sales contract can either be simply a supply of goods or the supply of goods with a service element, e.g. supplying and fitting a washing machine. If the provision of goods is really incidental to the service then the contract is likely to be a service contract rather than a sales contract. These categories and definitions are different from those in the CRA.

There are not many provisions which refer specifically to DigC because sometimes it can be considered to be goods, e.g. when supplied on a CD or DVD. However, sometimes it needs to be treated separately in its own right, e.g. when it is supplied on a non-tangible medium, for instance, by streaming or downloading.

There are a number of contracts which are exempt from having to comply with all or some of the provisions and these are listed in Appendix D1.

D1.2 Off-premises contracts [r5]

Generally speaking, OffP contracts are where T and C are physically together for the negotiation and or the actual making of the contract, but somewhere which is not T's permanent or usual business premises. The most obvious example is a 'doorstep sale', where T visits C in their own home and concludes a contract during the visit. The CCRs apply to OffP contracts regardless of whether a sales person's approach is a cold call (unsolicited) or pre-arranged (solicited). However, the definition covers the possibility that the contract may actually be made after the sales person's approach and table D2 illustrates the four situations which would be classified as OffP contracts.

Table D2: Types of off-premises contracts

	Relationship for the negotiation	Location for negotiation	The status of the contract	Examples
(a)	T and C are together	In a place that is not a usual business premise for T	The contract is concluded while T and C are still face to face	T visits C at home, at a neighbour's house or at work T approaches C in the street
(b)	T and C are together	In a place that is not a usual business premise for T	C makes an offer to T, for example, by signing an order form	As above but the contract is not concluded while the parties are together; T accepts C's offer later
(c)	T and C are together; C must be personally and individually addressed	In a place that is not a usual business premise for T	The contract conclusion is immediately afterwards, either on the T's business premises or by distance communication	T stops C in the street then takes them to their premises to conclude the contract or emails it for C to sign and post back
(d)	T and C are together	At a T organised excursion to promote or sell to C	The contract is concluded during the excursion	T meets C on holiday and invites them to go to a different venue for a sales presentation

There is no definition of "excursion" for (d), or "immediately" for (c). The difficulty which may arise is whether T's activities, when not in their permanent place of business, falls into one of these classifications and therefore attracts cancellation rights for C, or whether it can be deemed to be a "moveable retail premise", which would not automatically allow for cancellation rights and the deciding factor could be how usual it is for T to do business there.

D1.3 Distance contracts [r5]

A distance contract is a consumer contract where the parties are not face-to-face when the contract is made, e.g. contracts made online, over the phone or by post. This could include downloading a game onto a mobile device or accessing T's products via social media, such as from Facebook. Due to advances in technology, this type of communication is now widely used and in many instances, has replaced more traditional methods of shopping. The actual definition also requires:

- ✓ an organised distance sales or service-provision scheme under which the contract has been concluded
- ✓ the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded

This means that Ts who take the odd order over the phone or by post but mainly operate from a retail premise, may not conclude distance contracts because they do not have an organised system for doing so. What amounts to an organised distance sales scheme is not defined and so the systems and operations of the business would have to be considered. Having standard letters, emails or faxes that are sent to potential Cs who then order using them, could be indicators of such a scheme. It is the conclusion of the contract which must be at a distance, the performance could be face to face.

D1.4 On-premises contracts [r5]

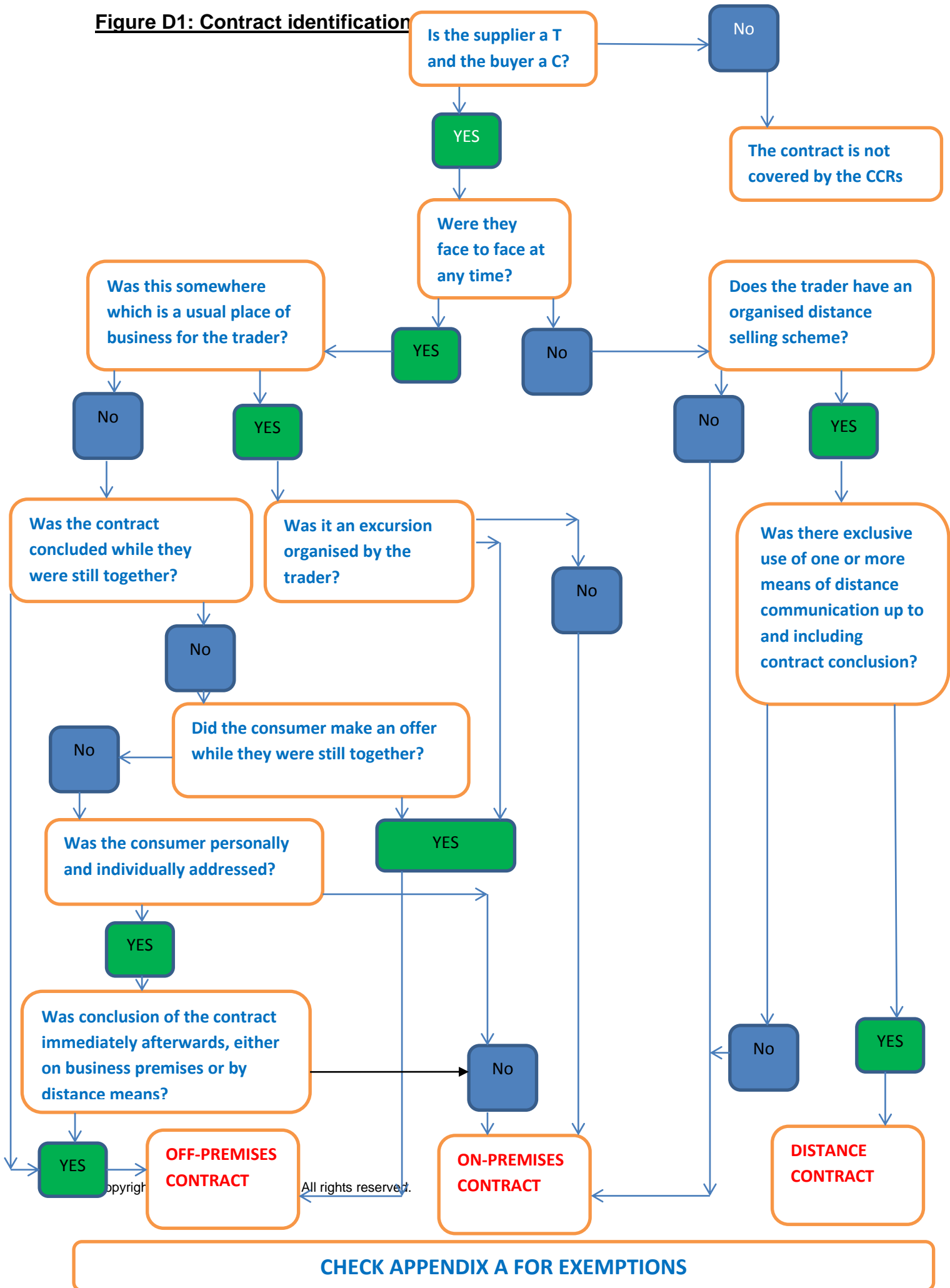
Consumer contracts made on T's retail business premises are referred to as OnP contracts. This will include permanent premises, such as garages, shops, supermarkets, hairdressers, restaurants and pubs; it will also include temporary or moveable, retail premises if T operates from them on a usual

basis, e.g., regular market stalls. The parties will usually both be present when the contract is made but the actual definition is a contract which is “neither a distance contract nor an off-premises contract” so it is important to be clear about the other two categories.

Some contracts will inevitably be classed as being OnP contracts even though neither party has actually been on a trade premise during the process.

Figure D1 may assist with trying to decide which of the three categories a contract falls into and having established this, the rights and obligations which arise in each case can be considered. In particular, the amount and timing of information to be provided and whether there is a right to cancel the contract all, depend on this classification.

Figure D1: Contract identification



CHECK APPENDIX A FOR EXEMPTIONS

D1.5 Contracts where there is no right to cancel

D1.5.1 Contracts which are exempt [r6, r27, r28]

The CCRs give C the right to cancel contracts made at a distance or OffP unless they are exempt contracts. Some of those contracts which are exempt are listed below but the full list is in Appendix D1. Contracts which do not have to provide a cancellation right include, but are not limited to:

- passenger transport services, for example, bus, rail and flight tickets
- OffP contracts if they are £42 or less
- goods made to C's specification, such as made to measure items
- clearly personalised goods, such as an engraved item
- goods liable to deteriorate rapidly, such as flowers
- urgent repairs or maintenance where C specifically asked T to visit, whether or not goods are supplied too
- the supply of accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities where the contract provides for a specific date or period of performance, for example, online hotel bookings
- contracts concluded at a public auction

A public auction is one which is run by an auctioneer, can be attended and where C can bid for goods or services and the highest bidder will be bound to buy [r5]. Online auctions do not therefore, fall into this exemption and businesses trading on them should provide C with cancellation rights in respect of contracts entered into.

D1.5.2 Contracts where the right to cancel may be lost

In addition to those contracts that are exempt from having to provide a cancellation right, there are some contracts where the right to cancel may be lost [r28, r36, r37]. These are also included in Appendix D1 with the full list of exemptions as well as being indicated below:

- sealed goods not suitable for return on health or hygiene grounds, once unsealed, e.g. pierced earrings
- sealed audio or video recordings or computer software, once unsealed, e.g. DVDs and CDs
- goods, which, because of their nature, become combined with other items after delivery, e.g. fabric dye or sand and cement, once mixed with water
- services, which have been fully performed during the cancellation period and were supplied then at C's express request with an acknowledgement of the loss of the right to cancel
- DigC, not on a tangible medium, once the supply has begun, if C gave express consent and acknowledged the loss of the right to cancel and T provided confirmation of both, e.g. the streaming of a film onto C's electronic device

D1.5.3 Contracts covered by other provisions

It is possible that there may be an express term in an OnP contract allowing C to return items they are not happy with, within a set time period, sometimes referred to as an 'exchange policy', e.g. as stated on a receipt or in store notice or as negotiated by C. In addition, other legislation provides C with cancellation rights in certain circumstances (section D7).

Summary

- **The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply to consumer contracts**, where T supplies C with goods, services, a combination of the two, or digital content under a sales or service contract.
- **Off-premises contracts are where T and C are together for the negotiation stage of the transaction but not on T's usual business premises**, for example, in C's home or workplace or in the street, although actual contract conclusion may be on trade premises if it follows a consumer offer or is immediately after the individual approach.
- **A distance contract is where the parties are not face-to-face when the contract is made**, T has an organised distance sales scheme and there is exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded, for example, contracts made online, over the phone and through mail order catalogues.
- **An on-premises contract, is one that is neither an off-premises contract nor a distance one**, for example, a purchase made in a store, at a market or following a quote left by a trader, which the consumer accepts in their own time.
- The **rights under the Regulations, to pre-contract information, contract confirmation and cancellation, depend on the above categories** and whether the contract is exempt, i.e. whether a contract is classified as being off-premises, on-premises or made at a distance.
- **Those contracts that are exempt from having to give cancellation rights include:** passenger transport services; OffP contracts for £42 or less; goods made to C's specification; clearly personalised goods; goods liable to deteriorate rapidly; urgent repairs or maintenance where C specifically asked T to visit; the supply of accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities where the contract provides for a specific date or period of performance and contracts concluded at a public auction.
- **In addition, there are certain contracts where the right to cancel may be lost at a certain point in the transaction process, namely:** some sealed goods once they become unsealed, i.e. if not suitable for return on health or hygiene grounds and also audio or video recordings or computer software; goods, which, because of their nature, become combined with other items after delivery; services, which have been fully performed during the cancellation period and were supplied then at C's express request with an acknowledgement of the loss of the right to cancel; DigC, not on a tangible medium, once the supply has begun, if C gave express consent and acknowledged the loss of the right to cancel and T provided confirmation of both.

D2 Information about cancellation rights

D2.1 Requirements to provide information

C should receive details about their cancellation rights before they enter into a contract and they should then have their contracts confirmed. How this is done will depend on the nature of the contract to some extent. Only OffP and distance contracts can be cancelled.

D2.2 Pre-contract information about cancellation rights

PCI requirements under the CCRs were considered in unit C as the CRA provides C with some remedies if goods, services and DigC supplied do not conform to the information provided.

Some of the items in the PCI list relate to C's right to cancel [r10(5), r13(6), Schedule 2]. This information includes items 21 – 24 in Appendix D2:

- 1) the conditions, time limit and procedures to exercise the right to cancel
- 2) that C will have to bear the cost of returning the goods, if this applies
- 3) the actual cost of returning items, if it is a distance contract and the goods, because of their nature, cannot normally be returned by post
- 4) that C will have to pay reasonable costs if they cancel a service contract part way through performance, if they specifically asked T to begin supplying it during the cancellation period
- 5) that C does NOT have a right to cancel, in respect of items 17- 25 in Appendix D1
- 6) that C may lose the right to cancel, if this is the case, and the circumstances when this will occur, i.e. items 26 - in Appendix D1

If the contract is an OffP one, then a failure by T to provide the information in items 1), 2), 3) or 4) above [items 21 - 23 in Appendix D2], will result in the commission of a criminal offence [r19(1)].

There is no similar offence relating to distance contracts but arguably a lack of such detail could be an offence contrary to the CPRs.

D2.2.1 Model instructions [Schedule 3, Part A]

One way for T to provide the cancellation PCI is to use the model instructions in the CCRs and fill in the gaps with the relevant details (see Appendix D3). This will provide C with the information required to exercise the right to cancel effectively.

D2.2.2 Cancellation form [Schedule 3, Part B]

In addition to the cancellation details, a prescribed cancellation form must be given before C is bound to a contract (see Appendix D4). This represents the form that C could use to actually cancel the contract, so C could fill it in and return it to T. It incorporates the following details:

- ✓ T's name and contact details
- ✓ the name and address of C
- ✓ space for C's signature (if on paper)

If C was not previously aware of T's details, advisor will have to assess whether this was due to misleading practice by T, or lack of financial capability by C.

- ✓ the dates of the order, receipt of the goods or service and of the cancellation
- ✓ a statement indicating cancellation of the contract
- ✓ some identification of the relevant contract

D2.2.2 How all the cancellation information should be provided [r10, r13]

The cancellation details must be provided in a clear and comprehensible manner and if the model instructions are used and filled in correctly and clearly, this will be sufficient. How this can be done is explained in table D3. The cancellation form must be provided in the layout shown in Appendix D4.

Any information that T gives to comply with these requirements, is then treated as a term of the contract [CRA sections 12(2), 37(2) and 50(3)]. Any changes, before entering the contract, will need to be expressly agreed by both C and T to be effective, however, this will not allow T to take away C’s right to cancel. There is no offence in the Regulations for failure to provide the prescribed cancellation form, however, there is a potential breach of the CPRs if one is not provided. The BOP is on T to prove that the appropriate information was supplied [r17(1)].

Table D3: How PCI should be provided

Off-premises contracts	Distance contracts
<p>It should be given on paper or, if C agrees, on another durable medium</p> <p>It must be legible</p> <p>There is a suggested format for the cancellation elements of the PCI in the form of model instructions for cancellation (Appendix D3)</p>	<p>It should be given or made available in a way appropriate to the means of distance communication used</p> <p>It must be legible if on a durable medium</p> <p>There is a suggested format for the cancellation elements of the PCI (Appendix D3)</p> <p>If time or space are limited some details* must be provided on that means of distance communication, including, the conditions, time period and procedures for cancelling (item 21 in Appendix D2), whereas the rest can be provided in some other appropriate way, for example, text or TV advertising may refer to T’s website</p> <p>* items 1, 2, 6, 7, 8, 15 and 21 in Appendix D2</p>

D2.3 Confirmation of the contract [r12, r16]

A copy of the contract or confirmation of it, should be given, on paper or if C agrees on another durable medium, within a reasonable time after the contract has been concluded; however, it does not need to include the PCI if this was provided in a durable media format before the contract was binding, i.e. at the pre-contract stage. This will be particularly relevant if the contract was concluded verbally over the phone or the PCI was on a website as these are not durable media, but otherwise, the copy could just be of the order details and confirmation could just be an acknowledgement that a

contract has been made. Repetitions of the cancellation form and cancellation details are not required if they have already been given.

However, if the contract is for the supply of DigC not on a tangible medium, e.g. by streaming or downloading, then the copy or confirmation must include C's express consent for supply to start in the cancellation period AND the acknowledgement that the right to cancel is then lost, otherwise C will not have to pay if the supply takes place during the cancellation period.

Summary

- If consumers enter **contracts which attract a cancellation right**, they should receive **appropriate details at the pre-contract information stage**, which may be contained in a set of **model instructions** for cancellation, and a **prescribed cancellation form**.
- The **cancellation details required include**: the conditions, time limit and procedures to cancel; that C will have to bear the cost of returning the goods, if this applies; the actual cost of returning items, if it is a distance contract and the goods, because of their nature, cannot normally be returned by post; that C will have to pay reasonable costs if they cancel a service contract part way through performance, if they specifically asked T to begin supplying it during the cancellation period; that C does not have a right to cancel, in respect of certain specified contracts and that C may lose the right to cancel, if this is the case, and the circumstances when this will occur.
- T commits a **criminal offence if some of this information is not provided before an OffP contract is concluded**, including the details concerning the conditions, time limit and procedures for cancelling.
- **Information should be provided in a clear and comprehensible way**, on paper or if C agrees using some other durable medium for OffP contracts and in an appropriate way for distance contracts, and any changes should be expressly agreed by C and T before the contract is concluded with any detail provided on a durable medium being legible.
- **If time or space are limited for distance contracts then the conditions, time limit and procedures for cancelling must be provided using the means of distance communication** being used to make the contract, along with several other key pieces of information, but the remaining PCI can be provided in some other appropriate way.
- **A copy of the contract or confirmation of it, should be given**, on paper or if C agrees on another durable medium, within a reasonable time after the contract has been concluded; however, it does not need to include the PCI if this was provided in a durable media format before the contract was binding, i.e. at the pre-contract stage.
- **If the contract is for the supply of DigC not on a tangible medium, then the copy or confirmation must include certain details**, namely, C's express consent for supply to start in the cancellation period and the acknowledgement that the right to cancel is then lost, otherwise C will not have to pay if the supply takes place during the cancellation period.

D3 Practicalities of cancelling

D3.1 Details about the right to cancel

The CCRs contain various details about how C should cancel, what obligations there are for both C and T and what time periods apply to the various requirements.

D3.2 Cancellation period [r29, r30, r31]

The cancellation, or cooling off period, starts when the contract is entered into and generally lasts until the end of a 14 day period starting the day after goods are delivered or service contracts have been entered into, but it actually ends depending on what the contract is for as illustrated by table D4. Appendix D1 should be checked to see which contracts do not afford C an automatic cancellation right. If C contracts for goods to be supplied and fitted during the cancellation period, this can cause problems if there is a subsequent decision to cancel one or both elements of such a contract.

If day 14 falls on a weekend or a public holiday, an extra working day is added on [EEC Reg 1182/71].

If T does not provide PCI about the conditions, time limit and procedures to exercise the right to cancel [item 21 in Appendix D2], this will extend the cancellation period. If the information is provided within 12 months, C has 14 days after receiving it. If it is after 12 months or it is never provided, the cancellation period finishes at the end of 12 months after the day on which it would have ended according to the table; so the maximum cooling off period is 12 months and 14 days.

If C has expressly requested that the supply of a service or digital content on a non-tangible medium should start within the cancellation period then C may have lost their right to cancel or may have to pay for what is supplied during the cancellation period. This will depend on the full circumstances and is discussed further in section D4.

Table D4: When the cancellation period ends [r30]

Contract type	When the cancellation period ends
Service contract (pure services or incidental goods), e.g. a gardener who calls at C's home and agrees to mow the front and back lawns	At the end of 14 days after the day on which the contract is entered into
Digital content NOT supplied on a tangible medium, for example, streaming or downloading music, a film, a game or an App	At the end of 14 days after the day on which the contract is entered into
Sales contract: under which multiple goods are ordered by C but delivered on different days, e.g. several items of clothing from the same catalogue	At the end of 14 days after the day on which the last of the goods come into the physical possession of C or a person, other than a carrier, identified by them to take possession
Sales contract: under which multiple lots or pieces of something are delivered on different days, for example, a bed frame, headboard and mattress	At the end of 14 days after the day on which the last of the lots/pieces come into the physical possession of C or a person, other than a carrier, identified by them to take possession
Sales contract: for regular delivery of goods during a defined period of more than one day, e.g. a magazine subscription	At the end of 14 days after the day on which the first of the goods come into the physical possession of C or a person, other than a carrier, identified by them to take possession
Sales contract: not falling into one of the 3 categories above	At the end of 14 days after the day on which the goods come into the physical possession of C or a person, other than a carrier, identified by them to take possession

D3.3 How to cancel a contract [r32]

C must inform T of the decision to cancel by either:

- ✓ using the cancellation form provided by T, or
- ✓ making any other clear statement setting out the decision to cancel

C does not have to use T's website to submit a cancellation form or other statement, but if he or she does, then T must send an acknowledgment of receipt without delay using a durable medium.

C should have details of the procedures for cancelling on a durable medium, as provided in the PCI or contract confirmation, so they should be able to follow what they have been asked to do in terms of who to contact and where.

The contract is treated as cancelled if C communicates clearly during the cancellation period, which is generally 14 days from when goods are received or service contracts are entered into – but see table D4; however, it is up to C to show that the contract was cancelled in time if there is a dispute.

There appears to be no specification as to what methods of communication are acceptable and the wording suggests that a verbal cancellation would suffice if it is clear, however, it would be easier to prove that C cancelled a contract if there is a copy of the document or email available.

The cancellation ends the obligations of the parties to perform the contract, so T does not have to deliver or perform and C does not have to pay [r33].

D3.4 Returning goods [r35]

C has the responsibility for the return of cancelled goods unless T has offered to collect them. It is T's responsibility to collect the cancelled goods if it is an OffP contract and they were delivered to C's home when the contract was entered into and they cannot, by their nature, normally be returned by post. The model instructions for cancellation, in Appendix D3, suggest that this also includes T paying for this collection as they include the phrase "we will collect the goods at our own expense" for T to insert in these circumstances [the last item in paragraph 5 (b)].

If it is C's responsibility to send the goods back then he or she must:

- send them back or hand them over to T or T's authorised representative
- use an appropriate address (see table D5)
- do so without undue delay and within 14 days of informing T that they are cancelling
- bear the direct costs, unless T agreed to, or failed to tell C he would have to, in the PCI, in which case the contract is treated as if it has a term saying T will bear the cost
- use appropriate packaging

C is not required to bear any other costs of returning or collecting goods, for example, re-stocking fees or cancellation charges. If the goods are faulty or mis-described then C may have rights under the CRA (unit C).

Table D5: Address requirements for consumers to return cancelled goods

C should send their cancelled goods back to one of the following:

- any address specified by T for sending the goods back
- any address provided for C to contact T, if no such address is specified
- any place of business of T, if neither of these is available

Any contract terms requiring C to send goods back in original packaging are likely to be considered as unfair, however, return items should be packaged appropriately otherwise C may be liable for any damage caused to the goods

D3.5 Refunding customers [r34]

D3.5.1 Timing and extent of refunds

No fees can be imposed by T for accepting returned goods and if T has not offered to collect them, all payments must be refunded without undue delay and within 14 days after the day on which:

- T receives the goods back, or
- if earlier, C provides evidence that, the goods were sent

Otherwise, including when T has offered to collect, 14 days after the day on which T was informed of C's decision to cancel.

The same means of payment should be used, unless C expressly agrees to some other means.

T does not have to refund postage over the standard delivery charge and may be able to make a charge for goods that C has damaged or services provided during the cancellation period, providing the appropriate requirements under the CCRS were met. Table D6 summarises these provisions.

D3.5.2 Diminished value [r34(9) – (12)]

T can charge an amount to represent the diminished value of returned goods if they have been handled unnecessarily, that is, beyond what is allowed in a shop to establish their nature, characteristics and functioning. An appropriate sum can be deducted from the amount to be reimbursed to C, otherwise C must pay it to T. That T may make such a claim ought to be included in the PCI as it is likely to be seen as a condition of cancelling.

No amount for reduced value will be payable if T did not provide details of the conditions, time limit and procedures for exercising the right to cancel as part of the PCI.

Table D6 summarises what T can and cannot charge when C cancels a contract.

Table D6: What the trader can and cannot charge when the consumer cancels

Trader must reimburse....	Trader can charge	Trader cannot charge
<p>All payments</p> <p>This includes basic delivery</p> <p>If C opted for a more expensive delivery they will only be reimbursed for the standard delivery charge</p>	<p>For the cost of returning cancelled items if this is stated in the PCI [r35(6)]</p> <p>For the diminished value of goods from unnecessary handling, unless C was not informed about the right to cancel</p> <p>The reasonable and proportional value of services provided at C's express request during the cancellation period if the appropriate requirements have been met (section D4). This includes ancillary contracts [r36(4)]</p>	<p>For lack of original packaging</p> <p>Restocking fees</p> <p>Cancellation fees</p> <p>Administration fees etc.</p> <p>Although, a fee might be appropriate if:</p> <ul style="list-style-type: none"> • the contract would usually be exempt from having to provide a right of cancellation, OR • the item is being returned after the statutory cancellation period

Summary

- Generally speaking the consumer has until the end of **14 days starting the day after goods have been delivered or service contracts have been agreed, to cancel** and then has a further 14 days to return goods in accordance with the requirements in the contract
- **C can cancel using the prescribed cancellation form**, which should have been provided with the PCI **or by making any other clear statement**, but should bear in mind that the **onus is on them to prove cancellation if it is disputed** and should check that their contract is not exempt from having to provide a cancellation right or is not one where the cancellation right may be lost in certain circumstances.
- It may be **C's responsibility to send goods back, within 14 days**, and pay the costs, except in a few limited circumstances and the details should be in the PCI; the **relevant address and appropriate packaging should be used**.
- **T has 14 days to reimburse C less any of the following as appropriate**: postage over the basic rate, an appropriate amount for any diminished value and reasonable cost of services supplied during the cancellation period, providing the relevant notification provisions were complied with.
- **T can charge an amount to represent the diminished value of returned goods if they have been handled unnecessarily**, that is, beyond what is allowed in a shop to establish their nature, characteristics and functioning; an appropriate sum can be deducted from the amount to be reimbursed to C, otherwise C must pay it to T and the fact that T may make such a claim ought to be included in the PCI as it is likely to be seen as a condition of cancelling; no amount for reduced value will be payable if T did not provide details of the conditions, time limit and procedures for exercising the right to cancel as part of the PCI.

D4 Services and digital content

D4.1 Supplies during the cooling off period

There are some specific provisions to protect both T and C when work is carried out during the cooling off period. It could be unfair to prevent T from starting work early if that is what C wants but on the other hand it is also potentially unfair if T starts early to make C think that they cannot cancel contracts when the law clearly gives them a right to do so.

D4.2 Services supplied during the cancellation period

T should not start supplying a service during the cancellation period unless this is what C specifically asked for. Whether C can still cancel and what might have to be paid for depends on a number of factors, including whether:

- it is a pure service contract or the service element of a sales contract
- there has been full or partial performance of the contract
- relevant cancellation details have been supplied
- C asked for the supply during the cancellation period
- such a request was made on a durable medium in the case of an OffP contract
- C acknowledged the loss of the right to cancel if there was full performance

These factors are examined in more detail below and indicated in figure D2 following the discussion. It should be noted that these provisions can also apply to ancillary contracts which are services. The situation concerning goods supplied and fitted with a service is also addressed. The four areas to be considered are: partial performance of a service, full performance of a service, when C might not have to pay for services and goods supplied with the service.

D4.2.1 Partial performance of a service [r36]

If performance of a service has been started but not completed, providing an appropriate request was made and relevant cancellation details supplied, C can cancel but must pay as follows:

- for services supplied, up to the time when T is informed of the cancellation
- a proportional amount for that provided in comparison with the full contract
- calculated on the basis of the total price agreed, OR the market value of what was provided (if the price was excessive) compared with other Ts

This applies regardless of whether the service forms the basis of a service contract or a sales contract. So a partially performed pure service or a partially performed service element of a contract for goods and services, will incur liability for C providing T complied with the relevant provisions:

- the performance began after an express request by C
- such a request was on a durable medium in the case of an OffP contract
- C was provided with the specific cancellation details

Where goods are supplied and the service element has been fully performed, for example, because the goods have been fitted or installed, there may still be the right to cancel the goods, although this may be costly for C. This is discussed below.

D4.2.2 Full performance of a service [r36]

C may lose the right to cancel a service contract if it has been fully performed during the cancellation period. A service contract is one that is for a pure service or where goods are merely incidental to the service. The right to cancel cannot be lost if the contract is for the supply of water, gas, electricity or district heating. Also C only loses the right to cancel if all the following are satisfied:

- the performance began after an express request by C
- such a request was on a durable medium in the case of an OffP contract
- C has acknowledged that this right would be lost following full performance by T

If T has not complied with certain requirements, then C may not have to pay for the supply of the service during the cancellation period and this is discussed below.

D4.2.3 When consumers can avoid payment [r36]

Regardless of whether there was full or partial performance, C should not pay anything for the service supplied during the cancellation period, if any of the following occurred:

- T failed to provide C with the appropriate cancellation information or cost detail [items 21 and 23 in Appendix D2]
- there was no express request for performance during the cancellation period from C
- in the case of an OffP contract, C's request was not on a durable medium

D4.2.4 Goods supplied with a service

C may have had goods supplied as part of a sales contract and they may have been fully or partially fitted or installed before the end of the cancellation period. The important date, for cancelling purposes, will be when the goods were delivered because the 14 day period is likely to start the day after this, which may well be sometime after the contract was concluded. There is a potential cost implication for a C who decides to cancel a sales contract when fitting or installation of goods has started or been completed. T may argue that the goods:

- were made to C's own specifications and are therefore exempt from the right to cancel [r28]
- have been inseparably mixed with other items resulting in the loss of the right to cancel [r28]
- have diminished in value through C's handling of them during removal for returning [r34]
- must be physically returned by C, as per the PCI, although if they were delivered when the contract was made and they are not suitable for return by post, T will have to collect them [r35]
- should be returned at C's cost, as per the PCI [Schedule 2 (m)]

Figure D2 indicates the position for supplies made during a cancellation period.

D4.2.5 Exemptions

When considering C's position concerning cancellation of service or sales contracts during the cooling off period, consideration should be given to those contracts that may be exempt. Appendix D1 contains a full list, but those that are particularly relevant when considering the partial or full performance of a service, where T will not have to provide C with a right to cancel, are:

Urgent repairs or maintenance, where C has specifically requested a visit from T for immediate performance (item 22), although, goods and services provided during the same visit, which are not urgent, will be covered by the CCRs and the contract to supply them, may be cancellable [r28(1)(e) & (2)].

Goods supplied and fitted, which have become inseparably mixed with other items after delivery [r28(3)(c)]. This will depend on the goods and the circumstances. It may be difficult for C to remove some fitted items, e.g. double glazing units, but not impossible. However, C needs to bear in mind that there could be costs associated with cancelling contracts once items have been fitted, if T has included in the PCI the possibility of a diminished value claim and has placed the cost of returning items on C.

Other service contracts that would be exempt from having to provide a cancellation right include:

- ✓ OffP contracts where the cost is only £42 or less [r27(3)], e.g. window cleaning
- ✓ passenger transport services [r27(2)(c)]
- ✓ supplies of accommodation, goods transportation, vehicle rental services, catering or services related to leisure activities, where the contract provides for a specific date or period of performance [r28(1)(h)]

D4.3 Digital content supplied during the cancellation period [r37]

C will lose the right to cancel if the supply of DigC on a non-tangible medium has begun during the cancellation period, e.g. by streaming or downloading, after:

- C has given express consent, AND
- C has acknowledged that they will lose the right to cancel

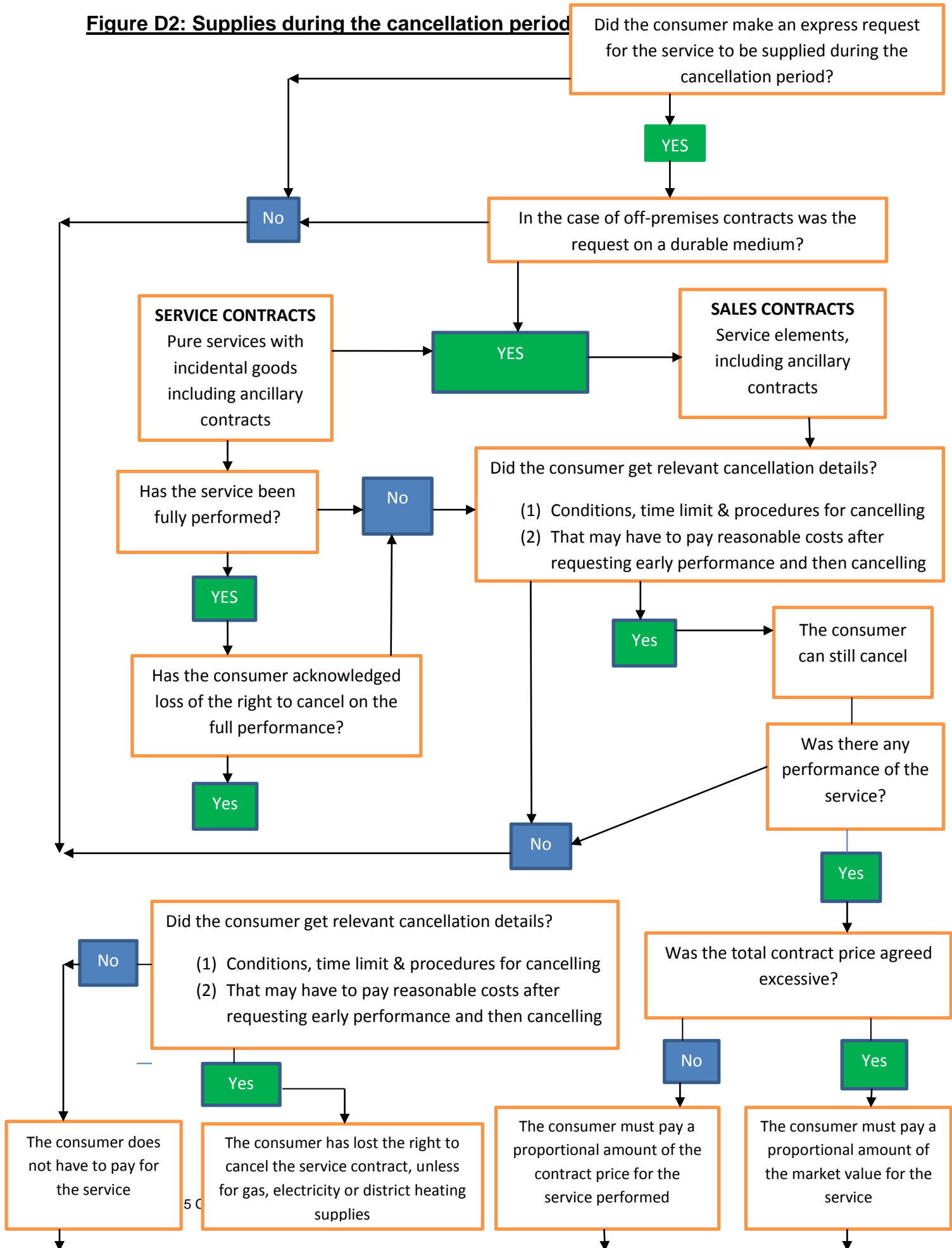
C will not have to pay for such supplies if any of the following occurs:

- C did not give prior express consent to the beginning of performance during the cancellation period, OR
- C gave consent but did not acknowledge that the right to cancel would be lost, OR
- T failed to provide the confirmation of this consent and acknowledgement

The differences between these provisions and those relating to services generally, as discussed above, are that: C has to make an express request for a service to commence in the cancellation period, whereas for DigC, C only has to give express consent; secondly, there appears to be no direct consequence of not giving the cancellation details in relation to DigC, whereas for services the effect of this is that C will not have to pay.

More often than not, a contract to stream or download DigC will be a contract concluded by electronic means and so the additional requirements for acknowledging the obligation to pay will apply. T must ensure that C makes an explicit acknowledgement when it gets to the point of having to pay and if this requires activation of a button or similar, that it is labelled "order with obligation to pay" or some other unambiguous wording, otherwise C will not be bound by the contract or order.

Figure D2: Supplies during the cancellation period



Any goods supplied may be cancellable but the trader may argue that they are bespoke, have been inseparably mixed, their value has been diminished, and or the consumer must pay to return them

Summary

- **If consumers want services to be provided during the cooling-off period, they can specifically ask for this** and T needs to make sure that C: makes such a request on a durable medium for OffP contracts; acknowledges the loss of the right to cancel for fully provided services; is informed of the need to pay for partially performed services and is supplied with the relevant cancellation details, otherwise C may not have to pay.
- **If goods are supplied and are to be fitted, the 14 day period for cancelling does not start until the day after the goods are delivered**, which might mean that in theory C can cancel, unless exemptions apply, even after fitting has started, however, the contract may include terms requiring C to return any cancelled items, pay for such a return and or have a reduced refund if the value of the goods has been diminished by unnecessary handling.
- **Consumers will not have to pay for digital streaming or downloading which takes place during the cooling-off period unless** T obtained from them, their express consent and acknowledgement that they would lose their right to cancel, and included both in the contract confirmation.

D5 Consequences of cancelling

D5.1 Provisions that may apply when contracts are cancelled

When C cancels a contract, there are various provisions in the CCRs that will come into effect, depending on a number of factors. C may have entered into a number of ancillary contracts alongside the main one that has been cancelled and the effect on them needs to be considered. C may still incur certain costs, despite cancelling, and if T does not comply with the legal provisions there might be rights to redress for C and or cause for enforcement action for TSS.

D5.2 Additional contracts [r38]

If C cancels, or withdraws an offer to buy, then any ancillary contracts that C has made, are automatically terminated.

An ancillary contract is one under which C acquires goods or services related to the main distance or OffP contract, provided either by T or a third party where there is an arrangement between them, e.g. an extended warranty.

This provision also applies to financial services when they are supplied as an ancillary contract, despite them being exempt if supplied as the main contract; so insurance policies, such as payment protection insurance (PPI) and guaranteed asset protection (GAP) and also credit, such as loans, can amount to ancillary contracts and will be automatically terminated when the main contract is cancelled or the offer to buy is withdrawn.

However, if the additional contract is a service, other than a financial one, it is important to consider whether C specifically asked for it to be supplied during the cancellation period and whether all the provisions concerning this were met by T, before offering advice. C may have lost the right to cancel or may have to pay for whatever element of a non-financial, additional service has been provided in certain circumstances, as discussed earlier. The provisions concerning full and partial performance will not apply to financial services because they will be exempt from the rest of the Regulations

T, not C, has a duty to inform any other T, with whom C has an ancillary contract, if it is terminated.

D5.3 Costs a consumer may have to pay when they cancel [r38]

C should pay no costs when they cancel, except in accordance with the following circumstances:

- C chose an enhanced delivery option
- the value of the goods to be returned has been diminished by C's handling of them, providing the PCI contained details that this would be claimed along with any other conditions of cancellation, the time period and procedures for cancelling
- the obligation to return the goods was placed on C in the PCI
- C made an appropriate request for early supply of a service, including ancillary services, was informed of the conditions, time limit and procedures for cancelling and also that on cancellation they would have to pay reasonable costs for the service supplied

D5.4 Trading Standards duties and powers

There is a duty on TSS to consider complaints of contraventions of the CCRs unless they appear to be frivolous or vexatious [r44]. There is a power to apply for a court injunction (specific implement) against anyone who appears to be responsible for a contravention, the aim of which is to prevent further infringements [r45].

There is also a duty of enforcement on TSS in respect of the criminal offence of failing to provide C with the specific cancellation details as part of the PCI in the case of an OffP contract [r23] [items 21, 22 and 23 in Appendix D2].

D5.5 Consumer redress provisions

D5.5.1 Consumer will not have to pay

C will not have to pay whichever of the costs might apply in relation to items 7, 8 and 22 in Appendix D2, if they have not been informed about them in the appropriate way as part of the PCI process for OffP and distance contracts. Those associated with cancelling a contract are in item 22, namely the:

- cost of returning cancelled goods if C is not made aware that they will have to bear this cost
- cost of returning cancelled distance contract goods if due to their nature they cannot normally be returned by post and C was not informed of the cost of such a return [r35(5)(b)].

A diminished value claim will not have to be paid if C was not informed about the conditions, time period and procedures for cancelling, in the PCI; such a claim is likely to be seen as a condition of cancelling [r34(11)].

If T fails to obtain one of the following from C, then C does not have to pay [r37(4)], either in full or in part, for a supply of DigC on a non-tangible medium during the cancellation period:

- ✓ prior express consent to the supply starting during the cancellation period
- ✓ acknowledgement that such consent means that the right to cancel will be lost
- ✓ verification of the consent and acknowledgement in the contract confirmation

C will not have to pay for any service supplied, fully or partially performed, during the cooling off-period unless [r36(6)]:

- ✓ T provided C with the appropriate cancellation information or cost detail [items 21 and 23 in Appendix D2]
- ✓ there was an express request for performance during the cancellation period from C
- ✓ in the case of an OffP contract, C's request was on a durable medium

For contracts concluded using electronic means (any, not just those that can be cancelled), T must ensure that C makes an explicit acknowledgement when it gets to the point of having to pay and if this requires activation of a button or similar, that it is labelled "order with obligation to pay" or some other unambiguous wording, otherwise C will not be bound by the contract or order [r14(5)]. So C would not be obliged to continue with the order but if C chooses to continue with it, payment would then have to be made.

D5.5.2 Breach of contract

All the contracts covered by the PCI and contract confirmation provisions are treated as including a term that T has complied with all the requirements, apart from giving the relevant details required at the beginning of a telesales call [r18]. Therefore, if T fails to comply, e.g. by not providing PCI or contract confirmation, or by not providing them in the correct formats (this includes the cancellation details), C may have a claim for breach of contract. The remedies would be either damages or repudiation, depending on the usual criteria for these CL remedies.

If the issue was that PCI had been supplied but T had supplied a product that did not match up to the information then the remedy would be in the CRA (see table C11) in unit C).

D5.5.3 Extension of the cancellation period

If T does not provide the PCI about the conditions, time limit and procedures to exercise the right to cancel [item 21 in Appendix D2], this will extend the cancellation period [r31]. If the information is provided within 12 months, C has 14 days after receiving it. If it is after 12 months or it is never provided, the cancellation period finishes at the end of 12 months after the day on which it would have ended according to the table; so the maximum cooling off period is 12 months and 14 days.

D5.6 Rights if the consumer changes their mind before the contract has been formed

The common law right to withdraw an offer before it has been accepted is preserved [r29(3)]. This will apply to any contract regardless of the type of contract or product being purchased. So the fact that a contract would be exempt under the Regulations will not affect the right to withdraw an offer. This will be particularly important when C makes an offer to buy online and T delays acceptance until goods are despatched, because there could be a period during which C could withdraw their offer to buy, whatever it was for. Where T is making the offer to sell, C's actions are likely to amount to an acceptance, thereby forming the contract and ending any opportunity to withdraw. Escaping the contract will then be down to the availability of any cancellation provisions.

C must inform T of a decision to withdraw, although there are no requirements about how this should be done [r32(1)]. Ancillary contracts are automatically cancelled if C withdraws an offer [r38(1)].

If T has taken payment when the order was placed, even though no contract was concluded, and C then withdraws the offer to buy, a refund should be made within 14 days of the day after T was informed of C's withdrawal [r34(6)].

Summary

- **Ancillary contracts**, for goods or services related to a main OffP or distance contract supplied by T or a third party with whom he has an arrangement, **are automatically terminated when the main contract is cancelled, including financial services**, which can be ancillary contracts even though they are exempt from being main contracts.
- **The consumer should pay no costs when they cancel unless**: they chose an enhanced delivery option; the value of the goods to be returned has been diminished by C's handling of them; the obligation to return the goods was placed on C in the PCI or C made an appropriate request for services, including ancillary services, to be supplied during the cancellation period and was informed of the conditions, time limit and procedures for cancelling and also that they would have to pay reasonable costs for what had been supplied up to that point.
- In addition, **TSS have a duty to consider complaints of contraventions** unless they appear to be frivolous or vexatious; there is a **power to apply for a court injunction**, interdict or order of specific implement in Scotland, against anyone who appears to be responsible for a contravention, the aim of which is to prevent further infringements.
- There is also a **duty of enforcement on TSS in respect of the criminal offence** of failing to provide consumers with specific cancellation details as part of the PCI in respect of OffP contracts and there could also be breaches of the CPRs if Ts are not supplying Cs with appropriate details, restricting cancellation provisions unreasonably or behaving aggressively or in an intimidating manner.
- **There are various individual redress provisions throughout the Regulations**, including not having to pay or not being bound by contracts in certain circumstances, claims for breach of contract and possible extensions to cancellation periods.
- **If the contract has not been concluded when C changes their mind then they have the right to withdraw their offer to buy before it is accepted by T**, which will be particularly relevant for online shopping when T indicates a delay in the acceptance until goods are dispatched; C must inform T of a decision to withdraw.

D6 Issues with doorstep and distance sales

The advantages of distance and OffP selling are that C will often get a statutory cancellation period, however, these are methods of selling that lend themselves very readily to scammers and criminals.

D6.1 Doorstep crime

D6.1.1 Victims and examples

Anyone can be a victim of doorstep crime, however, rogue Ts often target the elderly as they are more vulnerable and there are various signs that a property may have an elderly occupant. Doorstep crime covers those who visit Cs in their homes and:

- agree to provide goods or services that never materialise once money has been handed over
- charge extortionate amounts for substandard goods or services, after a low estimate
- convince C they are selling something worthwhile and refuse to leave until C agrees to buy
- use emotional blackmail to gain a sale, e.g. say they risk being sacked if they don't get a sale
- scare people to close a deal, e.g. inflating the number of local break-ins to sell burglar alarms
- use persuasive tactics to gain entry and then steal money or belongings or otherwise convince the occupant to hand over money (distraction burglary)

D6.1.2 Gaining access

Various tricks are used to convince people to let such rogues in or allow them to do work, including:

- posing as an official with a legitimate reason to be there, e.g. council employee, police officer, energy company representative or meter reader
- stating that they have been doing work in the area, typically property repairs, and there are excess materials available so work could be done for a significantly reduced price
- informing the householder that they have noticed that urgent property repairs are needed and structural damage may occur if the work is not done immediately

D6.1.3 Helping victims

There are various enforcement problems that arise from these types of activity, including:

- Ts disappear with C's money and are often untraceable as they leave no contact details and are itinerant
- a lack of evidence, particularly when victims are reluctant to provide witness statements

However, some of the strategies developed in some areas, to help potential victims, include:

- ✓ creating "rapid response teams" to get to C's house quickly if C happens to call while T is still at the property
- ✓ setting up "no cold calling zones" (NCCZ) so signs can be displayed in neighbourhoods where residents have agreed that they do not want any doorstep callers
- ✓ issuing stickers for those who request them so that they can display window stickers stating that they do not wish uninvited traders to cold call them
- ✓ developing specific training packages for different groups to warn about the tactics of doorstep callers and provide guidance for dealing with the issues that might arise

D6.2 Distance scams

There are many scams that operate across the various distance communication mechanisms as it is equally easy for scammers to target Cs online, by mail or over the phone. Some typical activities and tricks are explained below, along with strategies that have been developed to help victims.

D6.2.1 Victims and examples

Anyone can be a victim of a scam, however, scammers frequently get hold of mailing lists with people's details on and all too often people end up as repeat victims. Chronic scam mail victims, those who repeatedly fall for scams, refuse to believe they are being scammed and spend their time reading, sorting and replying to scam letters. This could be because they are over trusting, socially isolated or mentally incapacitated by confusion, memory loss or dementia.

Some elderly and vulnerable people receive over 100 scam letters a day; victims empty their bank accounts, spend their life savings, lose their homes and take out loans from illegal money lenders to try and keep up with the demands of scam mail and phone calls.

Scams operate in all formats but in particular, people may find themselves targeted by emails, telephone calls and letters or leaflets through the post, which come from criminals worldwide. Some typical examples are indicated in table D7 below and Appendix D5.

Table D7: Typical scams

Scam type	Characteristics
Lottery and prize draw scams	Victims are told they have won a large cash prize but are asked to send a fee to release it or ring a premium rate number for a minimum number of minutes, but no genuine lottery or competition would ask someone to send money to claim a prize
Clairvoyant scam	The senders have no idea who will be reading their letters, but show false concern and pretend they are going to a lot of trouble to give the reader good health, wealth and happiness. They weave some very imaginative and tall stories including performing rituals and sensing danger. They often blackmail victims by telling them that bad luck will befall them if they don't pay up
Catalogue and brochure scam	These are to sell drastically overpriced jewellery, chocolates, biscuits, novelty items, clothes and various other products. Some use very dramatic before and after photos to sell pills, potions and miracle cures. They guarantee prizes to those who order but never send them. Instead they just send out more dazzling promises to get more orders
Religious scam	Religious themed scam letters often claim the sender is going to Lourdes to pray for the victim, but ask for a "fee"
Banks and Building Society scams	Scammers sometimes send out authentic-looking scam mail, pretending to be from Banks and Building Societies, asking for information and or cash. These are more prolific by email but are also often sent out by post. Sometimes caused phishing
Debt recovery scams	Scammers contact victims by mail or phone and claim they have bought a debt with their name on it, from a reputable company or utility supplier. They threaten court action if the fictitious bill isn't paid
Betting scams	These could involve betting on any sport. Often they involve horse racing. Betting fraudsters will pose as experts and offer victims "inside information" or a "foolproof" way to win

Courier scams	Scammers call the victim claiming to be from their bank and tell them that their debit or credit card needs collecting. The scammer then instructs the victim to hang up and call the bank back to ensure the issue is genuine. However, the criminal stays on the line, tricking the person into thinking they're calling the bank. The fraudster will then ask the victim to key in their PIN number, before sending a "courier" to collect the card. The victim is told the card is going to the bank to be changed but actually the scammer keeps it and uses it to buy goods or take money from the victim's account
PPI scams	There are many different PPI telephone scams, but they all mention PPI or "Payment Protection Insurance". Victims will often receive a call from someone claiming to be from a claims handling company who tells them they have been awarded compensation but need to give their bank details and make a payment to release the funds
Parcel delivery scams	A card is posted through the victim's door stating that a delivery service was unable to deliver a parcel and that they need to contact the service by phone. The card gives a premium rate number to call. This turns out to be a long recorded message and all the victim receives is a hefty phone bill
Carbon credit scams	Victims are contacted by letter or phone and told that investing in carbon credits is a new and foolproof way of making money
Prize holding scams	Scammers know that all the people whose names are on their lists will already have sent money to scams and been tricked into thinking a cheque or prize is coming their way. They try to cash in again by contacting them to tell them an unclaimed prize is being held for them and all they need to do to release it is to send a fee
Money transfers	Scammers claim to be high ranking government officials, lawyers or royalty residing abroad, needing to transfer millions of pounds out of their country for various reasons. They promise a percentage of the money in return for allowing the scammer to use the victim's account for the transfer
Overseas lottery	Emails requesting personal details, bank account details and passports are sent to a victim, telling them they have won an overseas lottery. Sometimes fees to cover international transfers are requested. Most overseas lotteries are only open to residents of the country

D6.2.2 Gaining access

Modern technology means scam letters can be mass produced and made to look like personal letters or important documents, hoping to trick the recipient into disclosing information such as bank details, sending cash or making money transfers. Similarly with phone calls and emailing, as numbers and electronic addresses are readily available to purchase as lists, particularly lists of repeat victims, who have previously fallen for other scams and tricks.

Scams can come from anywhere in the world and the scammers know how to confuse people's normal thought processes and highlight the prize element of a scam. Scammers employ any number of tricks to convince victims to trust and believe in them and then trap them into a never-ending cycle of letters and payments by asking for taxes, release fees, administration charges and anything else to keep them sending cash. Some examples of the tricks used are that they may:

- refer victims to convincing fake websites to check legitimacy
- send out false testimonials and photographs of fictitious winners
- claim to be lottery officials, clairvoyants, presidents of banks and other important sounding titles
- disguise mailbox addresses by calling them suites, units or apartments to create the illusion of a traceable office or grand building

- pretend to arrange a celebration party or a photography shoot to trick people into sending passports, photographs or birth certificates
- hide behind letters from fictitious charities, using distressing photographs to pull at people's heart strings
- use certain phrases to hook people in, such as "Won the lottery", "Highly Confidential", "Guaranteed Winner", "Unclaimed Prize/Award", "Time Sensitive"
- try to make the scam look more convincing by asking victims how they would like to receive the non-existent payout, e.g. cash, cheque or money transfer

D6.2.3 Helping victims

Family members often fail to convince victims that, that is what they in fact are, particularly if they are elderly; clairvoyant scammers have been known to turn victims against their families. Registering with the relevant Preference Service may help (mail, telephone, email and fax, details in unit H), although, the Think Jessica campaign argues that MPS registration has not stopped or reduced scam mail. Some victims of nuisance and phone calls have reported some success with the use of call blocking devices, which can prevent certain numbers from getting through. Table D8 lists some organisations that may be able to assist and contact details for some of these will be in unit H:

Table D8: Organisations providing advice and assistance in relation to scams

Organisation	Support offered
Think Jessica	Raises awareness of the growing problem in relation to scam letters and supports chronic scam mail victims and their families
ActionFraud	Scams can be reported via telephone
National Trading Standards Scams team (NTSST)	Provides a forum for closer working of LA TSS in the areas of scam detection, prevention, enforcement and education Works with Royal Mail to stop companies who operate scams using letters
Illegal Money Lending Team	Unlicensed money lenders or loan sharks can be reported via a 24/7 confidential hotline or by text or email
National Trading Standards eCrime Team (NTSeCT)	Investigates online scams and rip-offs of national significance
Royal Mail (RM)	Suspected scam mail deliveries to any family member can be reported via a freepost address, email or telephone An initiative with the national TS Scams team for E&W and TS Scotland has a process for RM to cancel contracts with scammers sending fraudulent mail Dedicated training sessions by TSS at delivery offices across the UK to improve awareness of scam mail among postmen and women so they can report suspect items for investigation
Family doctor	Diagnosis of chronic scam mail victim syndrome may be possible or face-to-face discussion with victim

Summary

- **Anyone can be a victim of doorstep crime**, however, **rogue Ts often target the elderly** as they are more vulnerable; doorstep crime covers those who visit Cs in their homes and take money up front for substandard, very little or no work; use emotional blackmail or scare tactics to gain a sale; or engage in distraction burglary.
- **Various tricks are used to convince people to let such rogues in or allow them to do work**, including: posing as an official; saying they have been doing work in the area and have excess materials for a cheap price or informing householders they have noticed urgent repairs are needed immediately.
- Some **strategies to help potential victims of doorstep crime**, include: the use of “rapid response teams”, setting up “no cold calling zones” (NCCZ), issuing window stickers and developing specific training packages for different groups to warn about the tactics of doorstep callers and provide guidance for dealing with the issues that might arise.
- There are **many scams that operate across the various distance communication mechanisms** as it is equally easy for scammers to target Cs online, by mail or over the phone; anyone can be a victim of a scam, however, scammers frequently get hold of mailing lists with people’s details on and all too often people end up as repeat victims.
- **Scams operate in all formats** but in particular, people may find themselves targeted by **criminals worldwide** engaging in scams involving: lotteries, prize draws, clairvoyants, catalogues, religion, banks, building societies, debt recovery, betting, couriers, PPI, parcel deliveries, carbon credit, prize holding, money transfers and overseas lotteries.
- Modern technology means **scam letters and emails can be mass produced and made to look personal or important**, hoping to trick the recipient into: disclosing personal and financial information, sending cash and or making money transfers.
- **Worldwide scammers employ any number of tricks to convince victims to trust and believe in them**, using: fake websites and charities, false testimonials, photographs of fictitious winners; disguised mailbox addresses, mock celebration parties or photography shoots, phrases to hook people in and also claiming to be, clairvoyants, lottery officials, presidents of banks and other important sounding titles and asking how victims would like to receive the non-existent payout.
- **There are a number of organisations available to support victims** of scam mail, telephone calls and email, including: Think Jessica, ActionFraud, National Trading Standards Scams Team (TS Scotland), the Illegal Money Lending Team, the Royal Mail and even the family GP.

D7 Other legislative provisions

D7.1 Summary of contracts with cancellation rights

In addition to the cancellation rights afforded by the CCRs, there are a number of other contracts where C may get a right to cancel, as indicated in table D9.

Table D9: Summary of situations when consumers get cancellation rights

Off-premises contracts	-	allows consumers to reconsider, once the trader has left (unless exempt) (see earlier)
Distance contracts	-	allows consumers to change their minds when they see what they are getting (unless exempt) (see earlier)
Timeshare contracts	-	the Timeshare etc Regulations 2010 allow a cancellation period see unit G for when there is a cancellation right
Certain credit contracts	-	the Consumer Credit Act 1974 allows a cancellation period see unit F for when there is a cancellation right
Extended warranties	-	for domestic electrical items sold with the product see below for when there is a cancellation right
Financial services	-	for extended warranties and product insurance sold at a distance see below for when there is a cancellation right
Any contract	-	check express terms, e.g. on receipts, store notices or in the T&C on a website, to see if T has a returns policy for a specific period
	-	C may have negotiated the return of an item, although if this has been done verbally and T later denies it, it may be difficult to prove

D7.2 Extended warranties for domestic electrical goods

Suppliers who offer extended warranties (EW) for domestic electrical appliances, either directly or on behalf of someone else, must comply with the Supply of Extended Warranties on Domestic Electrical Goods Order 2005, if they offer such warranties, either:

- ✓ at the same time as offering the goods, or
- ✓ immediately after the sale of the goods [a1(3)]

Domestic electrical goods are defined [a1(3)] as products “designed to be connected to an electricity supply or powered by batteries and used for domestic purposes”, apart from the following exemptions:

- x watches
- x jewellery
- x fixed installations, e.g. central heating or air-conditioning (other than integrated kitchen appliances, which are covered by the Order)

In addition, if the CCRs would apply to the EW, then C will acquire their rights under that legislation, not this Order [a2], e.g. if the EW was purchased online as a distance contract.

EWs provide paid for cover against the cost of repairing or replacing items if they break down but can also include coverage against other eventualities, such as accidental damage, loss, theft or assistance in setting up and operating the goods [a1(3)].

D7.2.1 Information requirements

T must provide C with certain information before the sale of an EW. What has to be provided and also when and where and how, depends on whether there is:

- an in store display
- a written quotation
- an advertisement

D7.2.1.1 In store displays

If the price of the goods is displayed in store, except when it is on a stock checker device or an automated self-service machine, then the price and duration of the relevant EW must also be displayed. It must be clear that buying the warranty is optional and the details must be clear and legible [a3].

“Further relevant information” [a1(3)], which must be supplied in leaflets, freely available and prominently displayed so that they come to the attention of Cs, includes:

- details about cancellation and termination rights
- that an EW does not have to be bought at the same time as the goods
- C’s relevant statutory rights relating to the purchase of the goods and where further information may be obtained about them
- that EWs may be available from other persons
- that household insurance may be relevant to the purchase of the goods
- the nature of the financial protection provided to a C who purchases an EW offered by the supplier if the provider goes out of business
- whether or not an EW offered by the supplier will be terminated if a claim is made

D7.2.1.2 Quotations [a3]

Suppliers must provide written quotations for EWs, on request (and before purchase), unless they:

- cost £20 or less, or
- were purchased through an automated self-service machine, or
- were not requested or bought at the same time as the goods

The quotation should state the following detail, prominently:

- ✓ the price and duration of the EW and the goods to which it relates
- ✓ that the EW can be purchased at the price quoted for 30 days (or more)
- ✓ that EWs may be available from other persons

- ✓ that the EW does not have to be purchased at the same time as the goods
- ✓ C's cancellation and termination rights
- ✓ whether or not the EW will be terminated if a claim is made

It is unlawful for the supplier to supply an EW, specified in a quotation unless the price quoted and any discounts or incentives tied to its purchase, are available for at least 30 days and C has acknowledged in writing, that they have received the written quotation before purchase [a7].

D7.2.1.3 Advertising

The price and duration of the EW must be clearly and legibly advertised or published adjacent to where the price of the goods is advertised or published (or in close proximity to a range of goods) in or on any of the following [a4 – a6]:

- ✓ newspaper advertisement [a4]
- ✓ printed publicity (includes promotional publication and posters) [a4]
- ✓ catalogue (must also include the “further relevant information” listed for in store leaflets above and an indication where this is) [a5]
- ✓ website (and a link directing Cs to the “further relevant information”) [a6]

This does apply to newspaper advertisements or other printed publicity if the supplier has sold less than £10,000 of extended warranties in the previous business year [a4].

D7.2.2 Cancellation and termination rights

Cs who purchase EWs of more than 1 year, should be provided with:

- ✓ a cancellation period of 45 days (full refund if no claim made), and
- ✓ the right to terminate the EW for a pro rata refund (unexpired months)

If the EW costs over £20 then the supplier must inform C of these rights in writing at least 20 days before the end of the 45 day cancellation period [a8].

C must give either oral or written notice to cancel or terminate an EW.

D7.3 Financial services

Financial services are exempt from the CCRs. Those sold as distance contracts are covered by the Financial Services (Distance Marketing) Regulations 2004 (FS(DM)R) if they are new agreements but the Regulations do not generally apply to renewal contracts [r5].

“Financial service” means any service of a banking, credit, insurance, personal pension investment or payment nature [r2(1)]. Most of these products are outside the remit of these materials, however, there is some limited application to certain “connected insurance policies”, which are product insurance policies and extended warranties lasting for more than a month, such as those for mobile phones, electrical items, cars and travel and also credit broking arrangements.

The exemptions are such that credit agreements, e.g. personal loans, entered into at a distance are only likely to be covered by the FS(DM)R if the credit is over £60,260; for credit under this amount, the provisions in the Consumer Credit Act 1974 will apply (unit F).

The FS(DM)R control transactions in a similar way to the CCRs by requiring PCI, written details and a cancellation or cooling off period.

D7.3.1 PCI requirements [r7 and Schedule 1]

The full list of PCI contains 21 items (not produced) and this should be provided:

- ✓ making the commercial purpose clear [r7(3)]
- ✓ in good time prior to C being bound by any distance contract
- ✓ in a clear and comprehensible manner (appropriate to the means of distance communication used)
- ✓ with due regard to the principles of good faith in commercial transactions
- ✓ with due regard to the principles governing the protection of those who are unable to give their consent, e.g. minors
- ✓ so that there is an accurate reflection of the contractual obligations that would arise

In the case of a telephone communication, a reduced PCI list can be given (Schedule 2) and the supplier must make their identity clear at the beginning of the call and also the commercial nature of it [r7(4)(a)]. Those items in the reduced PCI list are:

- ✓ identity of the person contacting C and their link with the supplier
- ✓ description of the main characteristics of the financial service
- ✓ total price payable to the supplier, or the basis for calculating it, including all taxes
- ✓ notice of the possibility that other taxes or costs may exist, which are not paid via or imposed by the supplier
- ✓ whether there is a right to cancel and if so its duration, conditions and cost
- ✓ that other information is available on request and the nature of such information

The supplier may commit a criminal offence by failing to comply with regulations 7(3) or 7(4)(a) [r22].

D7.3.2 Written and additional information requirements [r8 and Schedule 1]

The supplier must communicate with C using paper or another durable medium, which is available and accessible to C, all the contractual terms and conditions and the information in the PCI list, either:

- in good time prior to C being bound, or
- immediately after the conclusion of the contract, where it has been concluded at C's request using a means of distance communication which does not enable it to be provided beforehand

The supplier must also, if C so requests and at any time during the contractual relationship:

- ✓ communicate the terms and conditions of the contract to C, unless they have not changed since they were last communicated [r8(2)]
- ✓ change the means of distance communication with C, unless this is incompatible with the contract or the nature of the financial service [r8(4)]

The supplier may commit a criminal offence by failing to comply with these two requirements [r22].

D7.3.3 Cancellation rights [r9, r10, r12 and r13]

There is a general cooling off period for 14 days [r10], effective as terminating the contract when C gives appropriate notice [r9] as per table D10. The cancellation period begins on the day on which the contract is concluded and expires at the end of the 14th day, with day 1 being the day after contract conclusion. It is 30 days for life insurance and persona pensions.

Any money paid by C must be refunded within 30 days less a proportional charge for any service already provided, providing C was informed of this at the PCI stage [r13].

Table D10: Methods of cancelling distance financial service contracts

Method of giving notice	Additional details
Oral	Only where the supplier has informed C that notice can be given in this way
Written	This can be left at, or posted to, the last known address of the supplier It must be addressed to the supplier by name It can be faxed to the last known facsimile number of the supplier
Other durable medium	The durable medium must be available and accessible to the supplier C can express the desire to cancel however he/she wishes, so long as the intention to cancel is indicated It can be sent by email to the last known business electronic mail address of the supplier It can be sent by other electronic means, e.g. an internet address or website, which the supplier has indicated for such a purpose It can be indicated on a website in accordance with instructions on there or as provided by the supplier

If the supplier has not provided written information, the 14 days do not start until the day after it is received by C. Not supplying the written information may mean that a contract that would otherwise have been exempt from having to give a cancellation right, would then have to provide one.

Connected second contracts, “attached contracts”, will normally be automatically cancelled at the same time as the main contract is cancelled, unless it falls within certain of the exempt categories. However, C can give notice to prevent the attached contract from being cancelled [r12].

D7.3.3.1 Exemptions to the right to cancel [r11]

C will not get the right to cancel distance contracts for financial services, in numerous situations. The FOS website indicates that extended warranties (EWs) can generally be considered to be insurance contracts and the two exemptions, most likely to apply are those that:

- ✓ have been fully performed or completed by both parties, at the C’s request, before C gives notice of cancellation, e.g. C books a short break holiday online and takes out travel insurance at the same time to cover the stay. C would not be able to go on the holiday and then cancel the insurance policy on their return [r11(1)(b)]
- OR
- ✓ are connected insurance policies, covering activities associated with certain goods or services or travel risks, which last for less than one month, e.g. a holiday insurance contract to cover a 2 week holiday, taken out the day before travelling [r11(1)(c)]

Even if agreements appear to be exempt from the FS(DM)R, a lack of the required written details may well bring them back within the scope of the Regulations and C would then be entitled to the 14 (or 30) day cooling off period. Which policies fall within the category of “connected insurance” and which policies are then brought back within the remit of the FS(DM)R due to a lack of written information, are both quite complex questions.

Credit agreements, for £60,270 or under, are in effect exempt from the FS(DM)R and would be covered by the CCA (unit F).

D7.3.4 Other relevant provisions in the FS(DM)R

If unsolicited financial services are supplied to a C, then there is no obligation on C to pay. Where a supplier has a contractual or other right to renew existing distance contracts with C, without any prior request from C, the supply of such financial services will not amount to the provision of an unsolicited product [r15].

Any contractual term that is inconsistent with the provisions in the FS(DM)R will be void [r16].

Enforcement of the Regulations is mainly down to the FCA, however, the CMA has some responsibility and TSS deal with any credit provisions [r17-23].

Summary

- **There are a number of contracts outside the CCRs where C may get a right to cancel**, e.g. timeshare etc., consumer credit, EWs for domestic electrical appliances, financial services sold at a distance and where T chooses to provide one or C negotiates to have one.
- Suppliers who offer EWs for domestic electrical appliances must **comply with the Supply of Extended Warranties on Domestic Electrical Goods Order 2005**, if they offer them either at the same time as offering the goods, or immediately afterwards, which involves the provision of certain information as well as cancellation rights (45 days) and termination rights (pro rate refunds) if the EW is for 1 year or more.
- **The main details required** are clear indications of the price and duration of the EW near the goods themselves and the fact that buying an EW is optional; prescribed “further relevant information” is also required in store and in various forms of advertising; **written quotations** must be provided for EWs over £20, on request from C, except in certain circumstances, and they must contain prescribed details and be valid for at least 30 days.
- Financial services sold as new, but not renewable, distance contracts are covered by the **FS(DM)R**, which generally afford C the right to PCI and written information and also a 14 day cancellation period; this will apply to credit over £60,260 and certain product insurance or extended warranty contracts providing they have not already been fully performed by both parties and if they are connected policies, they last for a month or more.
- **Enforcement** of the Regulations is mainly down to the **FCA, however, the CMA has some responsibility and TSS deal with any credit provisions**; the Regulations contain a number of criminal offences if certain provisions are not complied with and there is power to seek an injunction (interdict) from the court.

APPENDIX D1: Contracts exempt from certain requirements

	Contract for or by	Pre-contract information required?	Cancellation right available?	Compliance with rest of the CCRs necessary?
1	Automatic vending machine [r6(2)(a)]	X	X	X
2	Automated commercial premises [r6(2)(a)]	X	X	X
3	Public phone using a telecommunications operator [r6(2)(b)]	X	X	X
4	Single telecom connections by phone, internet or fax, established by C, e.g. use of a payphone or internet cafe connection [r6(2)(c)]	X	X	X
5	The sale of goods by way of execution or otherwise by authority of law [r6(2)(d)]	X	X	X
6	Gambling [r6(1)(a)]	X	X	X
7	Financial services of a banking, credit, insurance, personal pension, investment, payment nature [r6(1)(b)]	X	X	X re helplines ✓ re additional charges if supplied as an ancillary contract
8	Creation of, or rights in, immovable property, for example, buying a house [r6(1)(c)]	X	X	X
9	Residential rental or letting of accommodation [r6(1)(d)]	X	X	X
10	New building construction [includes conversions if leads to construction of substantially new buildings, for example, a barn conversion] [r6(1)(e)]	X	X	X
11	Food, drinks and other household consumable goods supplied by regular roundsmen to consumers' homes or workplaces [r6(1)(f)]	X	X	X
12	Package travel, holidays & tours [r6(1)(g)]	X	X	X
13	Timeshare and long term holiday products and their resale and exchange [r6(1)(h)]	X	X	X
14	Free or prescription NHS medicinal products or services [r7(2)] & [r27(2)(a)]	X	X	✓
15	Passenger transport services, for example, bus, rail or flight tickets [r7(3)] & [r27(2)]	X but electronic contract provisions apply – see table 3	X	✓
16	Off-premises contracts if £42 or less [r7(4)] & [r27(3)]	X	X	✓
17	Goods or services if the price is dependent on financial market fluctuations during the cancellation period, and are not controllable by the trader [r28(1)(a)]	✓	X But contracts for supplies of water, gas, electricity and district heating are cancellable	✓
18	Goods made to the consumer's specifications, for example, made to measure items [r28(1)(b)]	✓	X	✓
19	Clearly personalised goods, for example, engraved items [r28(1)(b)]	✓	X	✓

	Contract for or by	Pre-contract information required?	Cancellation right available?	Compliance with rest of the CCRs necessary?
20	Goods liable to deteriorate rapidly, for example, fresh cut flowers [r28(1)(c)]	✓	X	✓
21	Alcoholic beverages, if the price was agreed at time of contract conclusion, delivery is within 30 days and the value is dependent on market fluctuations not controlled by the trader, for example, vintage wines bought as an investment [r28(1)(d)]	✓	X	✓
22	Urgent repairs or maintenance where the consumer specifically requested the visit from the trader [but the Regulations can apply to services requested in addition to the urgent ones and also goods used other than necessary replacement parts] [r28(1)(e)]	✓ [r11] if not urgent, but immediate and £170 or less, reduced list is possible	X	✓
23	Newspaper, periodical or magazine supplies [except subscription contracts] [r28(1)(e)]	✓	X	✓
24	Public auction contracts [involves a transparent competitive bidding process with the possibility of attendance and a successful bidder bound to buy] [r28(1)(g)]	✓	X online auctions are not public auctions [r5]	✓
25	Supply of accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities where the contract provides for a specific date or period of performance, for example, hotel bookings, courier services, car hire, restaurant bookings and theatre tickets [r28(1)(h)]	✓	X	✓
26	Sealed goods not suitable for return due to health protection or hygiene reasons, for example, pierced earrings [r28(3)(a)]	✓	✓ but lost if unsealed after delivery	✓
27	Sealed audio or video recordings or computer software, for example, a security tagged DVD [r28(3)(b)]	✓	✓ but lost if unsealed after delivery	✓
28	Goods, which, according to their nature, are to be combined with other items after delivery, for example, fabric dye or sand and cement [r28(3)(c)]	✓	✓ but lost once goods combined with other items after delivery	✓
29	Services fully performed during the cancellation period at the consumer's express request (except water, gas, electricity or district heating) [r36(2)]	✓	but lost once contract fully performed if C requested early supply (on durable medium if OffP), acknowledged loss of right to cancel and had details of 21 & 22 from Appendix B	✓
30	Digital content supplied on a non-tangible medium [r37(2)]	✓	but lost once supply begun if C gave express consent, acknowledged loss of right and T confirmed both	✓

APPENDIX D2: Pre-contract information [Schedules 1 & 2]

	Information	Qualification	OnP Contracts	OffP Contracts	Distance Contracts
1	Main characteristics of the goods or services	To the extent appropriate to the medium of communication and the product	Yes (a)	Yes (a)	Yes (a)
2	Trader's identity, geographical address & telephone number	Such as a trading name Telephone number only required if available for off-premises and distance contracts	Yes (b)	Yes (b)(c) a telephone number is only required if available	Yes (b) (c) A telephone number is only required if available
3	Trader's fax number and email address	If available, so the consumer can contact the trader quickly and communicate efficiently	No	Yes (c)	Yes (c)
4	Other trader's geographical address and identity	Where the trader is acting on behalf of another trader	No	Yes (d)	Yes (d)
5	Trader's geographical address for complaints if different	Also if the trader is acting on behalf of another trader	No	Yes (e)	Yes (e)
6	Total price [including taxes, for example, VAT]	If the nature of the product is such that the price cannot reasonably be calculated in advance, the manner in which it will be calculated	Yes (c)	Yes (f)	Yes (f)
7	Any additional delivery charges	The fact that additional charges may be payable if they cannot reasonably be calculated in advance	Yes (d)	Yes (g) AND for any other costs	Yes (g) AND for any other costs
8	Total costs per billing period or total monthly costs if fixed rate	For contracts of indeterminate duration or containing a subscription	No	Yes (h)	Yes (h)
9	Cost of using the means of distance communication for contract conclusion	If the cost is calculated at other than the basic rate	No	Yes (i)	Yes (i)
10	Any arrangements for payment, delivery, performance and time by which the trader undertakes to deliver/perform	Where applicable	Yes (e)	Yes (j)	Yes (j)
11	Trader's complaint handling policy	Where applicable	Yes (f)	Yes (k)	Yes (k)
12	A reminder that the trader is under a legal duty to supply goods in conformity with the contract	In the case of sales contracts (goods, with or without services)	Yes (g)	Yes (p)	Yes (p)
13	Existence and conditions of any after-sales services or commercial guarantees	Where applicable	Yes (h)	Yes (q) Also applies to after-sale customer assistance	Yes (q) Also applies to after-sale customer assistance

	Information	Qualification	OnP Contracts	OffP Contracts	Distance Contracts
14	Existence of relevant codes of conduct and how to obtain copies	Codes which the trader has undertaken to comply with	No	Yes (r)	Yes (r)
15	Contract duration if fixed, or if not fixed or extension is automatic, conditions for termination	Where applicable	Yes (i)	Yes (s)	Yes (s)
16	Minimum duration of the consumer's obligations	Where applicable	No	Yes (t)	Yes (t)
17	Existence and conditions of deposits	Where applicable Includes other financial guarantees to be paid or provided by the consumer at the request of the trader	No	Yes (u)	Yes (u)
18	The functionality of digital content – this will include information about its language, duration, file type, access, updates, tracking, internet connection, geographical restrictions and any additional purchases required	Where applicable, including applicable technical protection measures	Yes (j)	Yes (v)	Yes (v)
19	Any relevant compatibility of digital content with hardware and software	Where applicable and only if the trader is aware of it, or can reasonably be expected to have been aware it	Yes (k)	Yes (w)	Yes (w)
20	Possibility of having recourse to an out-of-court complaint and redress mechanism, for instance, ADR procedures	Where applicable if the trader is subject to one Also the methods for having access to it	No	Yes (x)	Yes (x)
21	Conditions, time limit and procedures to exercise any right to cancel	If there is a right to cancel	No	Yes (l)	Yes (l)
22	That the consumer will have to bear the cost of returning goods after cancellation	Where applicable	No	Yes(m)	Yes AND If goods, by their nature cannot normally be returned by post, the cost of returning them (m)

	Information	Qualification	OnP Contracts	OffP Contracts	Distance Contracts
23	That the consumer will have to pay the trader reasonable costs	If the consumer cancels a service contract after an express request for the trader to begin supplying the service before the end of the cancellation period	No	Yes (n) The express request must be on a durable medium	Yes (n)
24	That the consumer does NOT have a right to cancel	Where a right to cancel is not provided for as per items 17- 25 in Appendix A	No	Yes (o)	Yes (o)
25	That the consumer may LOSE the right to cancel	The circumstances in which the right will be lost must also be provided (items 26-30 in Appendix A)	No	Yes (o)	Yes (o)

Notes to accompany Appendix D2

1. For distance contracts, items 1, 2, 6, 7, 8, 15 and 21 must be provided by the distance contract means, however, if there is limited space or time to display all the information, the rest can be provided using a different, but appropriate, method [r13(4)].
2. A failure to provide items 21, 22 and 23 in respect of an off-premises contract, is a criminal offence. The model cancellation instructions can be used [Appendix D3] [r19(1)].
3. For public auctions, items 2, 3, 4 and 5 can be replaced with the equivalent details of the auctioneer [end of Schedule 2].
4. In off-premises and distance contracts, if items 7, 8 and 22 are not given, the consumer will not have to pay these charges [r10(4), r13(5)].
5. If there is a right to cancel the contract, the consumer should also be supplied with a prescribed cancellation form as per Appendix D4 at the pre-contract stage [r10(1)(b), r13(1)(b)].
6. Any changes to the items in Appendix D2 must be agreed by T and C to be effective [r9(3)&(4), r10(5)&(6), r13(6)&(7)].
7. C will bear no cost for the supply of a service in the cancellation period, whether in full or in part, if the trader did not provide details of items 21 and 23 in the PCI [r36(6)].
8. C will not have to pay for the diminished value of any cancelled goods if T did not provide details of item 21 in the PCI [r34(11)].

APPENDIX D3 : Model Cancellation Instructions [Schedule 3A]

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 for 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.”;
- (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 costs 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.”.

APPENDIX D4 : Prescribed cancellation form [Schedule 3B]

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

APPENDIX D5: The Sinister Path of Scam Mail (Source: NTS Scams Team)

(see separate pdf document)