

Introduction

Many traders generate the majority of their sales using door-to-door or doorstep selling.

Products and services commonly sold on a door-to-door basis include household wares; seasonal gifts; subscriptions to magazines; subscriptions to services such as satellite television; home utilities such as energy or water; home improvements such as conservatories; and maintenance services as offered by tradespeople such as plumbers or electricians.

In many cases, this form of selling is used to sell products or services to customers who are not actively seeking them. Notwithstanding this, certain traders may use door-to-door selling to sell products or services to customers who are actively seeking them.

On 13th June 2014 The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 came into force, superseding the Consumer Protection (Door-to-Door) Regulations 2008.

The Regulations offer protection to consumers in door-to-door transactions. In particular, traders must provide customers with certain information before, during and after transactions. Customers are given a statutory cancellation or “cooling off” period of 14 days, provided the value of goods or services purchased exceeds £42. The Regulations also require traders to provide a written copy of the contract (including the cooling off period) and a written copy of the terms and conditions of the contract.

Provision of Information by Traders

Traders are required to provide a range of information to customers before, during and after transactions. The key details are the following:

- The main characteristics of the goods or services to be purchased;
- A full breakdown of pricing, itemised by quantity and unit;
- The trader’s identity including contact details;
- Delivery arrangements;
- The customer’s rights to cancel and return goods;
- The duration of the contract.

This information must be given either orally or in writing. If given orally, it must be recorded in writing. Depending upon the nature of the transaction, the information may be given in a customer’s online account. Whatever the method, the information must remain accessible and readable by the customer. A link to a trader’s website, or indeed the content of such terms and conditions, will not suffice as URLs can be changed, thus cutting the customer off from the information.

The trader must also give the customer a written copy of the contract or confirmation of the contract within a reasonable time after the contract is made. This must be on paper or on another durable medium.

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that the customer takes possession of the goods, or the customer returning the goods (or providing proof of return) (though only the standard cost – express or otherwise) and, unless the seller expressly states otherwise, the seller is not liable for the return of the goods.

that the contract between the seller and the buyer is in a tangible medium, the 14 days begin on the date the contract is formed.

forward as goods will reach the customer (tent). Exemptions do, however, apply for packaging for hygiene reasons, which cannot be used for sterilised goods and those which are likely to be damaged as a result of any handling that exceeds that specified in the standard. It is produced accordingly.

are capable of being performed within 14 (fourteen) days of the date of the order (or the date of the order for the customer for that matter). In such cases, the customer may agree to the provision of the services

to begin within that period, traders cannot
 e customer must expressly consent to the
 but this time the best a trader can do is be
 s to cancel (within the 14 days, that is –
 r the trader to determine), calculated as a

the content supplied straight away. If so, the
by agreeing to the provision of the services
s consent and acknowledgement must be

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Cancellation Notice

The Regulations include a model cancellation notice (which may be provided on paper). Customers need not use the model notice; they can make their own, provided it contains a clear statement setting out the details of the contract and the reasons for cancellation.

Regardless of when the cancellation notice is received by the trader, provided it is served within the cooling off period, it will be valid. Notices sent by post and personally are deemed served on the day they are sent; email notices are deemed served on the day they are sent.

Trader's Failure to Provide Information

Failure to provide the information referred to in the Regulations (because the Regulations provide that it must be given) constitutes a breach of contract by the trader. A customer can therefore sue the trader for breach of contract. This would also be the case if the information given is incorrect.

If a trader fails to advise a customer of the right to cancel, the cancellation period will be extended either until 14 days after the trader does provide the information or 12 months after it was first provided.

A trader who fails to give a customer information about the right to cancel also commits a criminal offence under the Regulations.

Related Contracts, Including Credit Agreements

In cases where a consumer purchases goods or services under a credit agreement, any such agreement will be subject to the 2013 Regulations. Any credit agreement must be repaid unless otherwise stated in the credit agreement. Beyond this, the consumer must repay any interest received. If the consumer has provided security of any kind, this must be returned.

If the trader is the creditor, it is their responsibility to ensure the credit agreement is repaid. If the creditor is a third party, the consumer must inform that party immediately upon receipt of the cancellation notice from the consumer.

Where credit was to be repaid in instalments, the trader or creditor must take steps to ensure the credit is repaid by the due date of the first instalment. If the credit is not repaid by the due date of the first instalment, the trader or creditor must take steps to recover monies and interest due from the consumer.

Exceptions

There are certain categories of goods and services to which the provisions discussed above do not apply. These are as follows:

- Gambling;

- Financial services such as bank loans (but credit and insurance can be affected by the Regulations if the contract is covered by the Regulations);
- Constructions and sale of real estate;
- Rental of residential property (but lettings are within the Regulations);
- Food or drink supplied by regular suppliers;
- Package holidays;
- Timeshare contracts;
- Purchases from vending machines;
- Single telecommunications connections (but not for internet cafés);
- Any goods or services whose value is less than €100.

and pensions (but credit and insurance can be affected by the Regulations if the contract is sold in connection with a contract that is covered by the Regulations);

relating to agents' sales or letting services

for internet cafés);

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