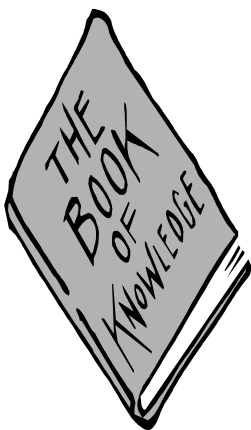


## H: Know Your Rights - Distance Selling/Home Shopping

Under the **Consumer Protection (Distance Selling) Regulations 2000**, if you shop for goods or services by way of the telephone, mail order, internet or digital television, you have rights to receive the following: -

- clear information;
- a cancellation period for any reason;
- protection against credit card fraud.

The rules apply to consumers purchasing almost all types of goods by way of home shopping. (There are exemptions to the rules that include leisure services, transport and accommodation provided on specific dates, sales of land, financial services, auction sales, automated vending machines).



Before you buy you must be provided with the following information: -

- sellers name and address;
- a description of goods or services;
- price including all taxes
- delivery costs if applicable;
- arrangements for payment and delivery
- cancellation rights and liability for costs of returning goods;
- for services – minimum duration of the contract.

## **RIGHT TO CANCEL**

The consumer has a right to cancel within seven days starting from the day after the day on which the goods were received.

In a contract for services, the right to cancel is from the day after the contract was made. Where the contract is for services, once the service has commenced, the right to cancel is lost.

If the supplier fails to give this information, the cancellation period is extended for up to three months and 7 days from the day after the contract was concluded.

## **EXCEPTIONS TO YOUR CANCELLATION RIGHTS**

There are certain exceptions to cancellation rights which include the following: -

- personalised goods, i.e. goods made to personal specification;
- perishable goods, i.e. flowers;
- unsealed audio/video recordings, computer software;
- newspapers.

These rules apply where consumer purchases are made without any direct contact with the supplier, i.e. by telephone, mail order, digital television or internet. They do not apply to goods ordered for business use.

Orders should be fulfilled within 30 days unless you agree otherwise.

On cancellation, the seller is responsible for the cost of returning the goods, unless the contract provides that the consumer must return any goods supplied. Any refund should be received within 30 days.

**For further advice on any of these issues, contact  
Trading Standards on 01925 442678.**