
STATUTORY INSTRUMENTS

2013 No. 3134

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

PART 1

General

Citation and commencement

1.—(1) These Regulations may be cited as the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and come into force on 13th June 2014.

(2) These Regulations apply in relation to contracts entered into on or after that date.

Regulations superseded

2. The following do not apply in relation to contracts entered into on or after 13th June 2014—

- (a) the Consumer Protection (Distance Selling) Regulations 2000⁽¹⁾;
- (b) the Cancellation of Contracts made in a Consumer's Home or Place of Work etc Regulations 2008⁽²⁾.

Review

3.—(1) The Secretary of State must before the end of each review period—

- (a) carry out a review of these Regulations,
- (b) set out the conclusions of the review in a report, and
- (c) publish the report.

(2) In carrying out the review, the Secretary of State must, so far as is reasonable, have regard to what is done in other member States to implement Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EC and Directive 97/7/EC of the European Parliament and of the Council⁽³⁾.

(3) The report must in particular—

- (a) set out the objectives intended to be achieved by these Regulations,
- (b) assess the extent to which those objectives have been achieved, and
- (c) assess whether those objectives remain appropriate and, if so, the extent to which they could be achieved in a way that imposes less regulation.

(4) A review period is—

⁽¹⁾ S.I. 2000/2334.

⁽²⁾ S.I. 2008/1816.

⁽³⁾ OJ No L 304, 22.11.2011, p.64.

- (a) the period of 5 years beginning with the day on which these Regulations come into force, and
- (b) each successive period of 5 years.

“Consumer” and “trader”

4. In these Regulations—

“consumer” means an individual acting for purposes which are wholly or mainly outside that individual’s trade, business, craft or profession;

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

Other definitions

5. In these Regulations—

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

“business premises” in relation to a trader means—

- (a) any immovable retail premises where the activity of the trader is carried out on a permanent basis, or
- (b) any movable retail premises where the activity of the trader is carried out on a usual basis;

“CMA” means the Competition and Markets Authority⁽⁴⁾;

“commercial guarantee”, in relation to a contract, means any undertaking by the trader or producer to the consumer (in addition to the trader’s duty to supply goods that are in conformity with the contract) to reimburse the price paid or to replace, repair or service goods in any way if they do not meet the specifications or any other requirements not related to conformity set out in the guarantee statement or in the relevant advertising available at the time of the contract or before it is entered into;

“court”—

- (a) in relation to England and Wales, means the county court or the High Court,
- (b) in relation to Northern Ireland, means a county court or the High Court, and
- (c) in relation to Scotland means the sheriff court or the Court of Session;

“delivery” means voluntary transfer of possession from one person to another;

“digital content” means data which are produced and supplied in digital form;

“distance contract” means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded;

“district heating” means the supply of heat (in the form of steam or hot water or otherwise) from a central source of production through a transmission and distribution system to heat more than one building;

“durable medium” means paper or email, or any other medium that—

- (a) allows information to be addressed personally to the recipient,

(4) The Competition and Markets Authority was established by section 25 of the Enterprise and Regulatory Reform Act 2013 (c. 24)

(b) enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and

(c) allows the unchanged reproduction of the information stored;

“functionality” in relation to digital content includes region coding, restrictions incorporated for the purposes of digital rights management, and other technical restrictions;

“goods” means any tangible moveable items, but that includes water, gas and electricity if and only if they are put up for sale in a limited volume or a set quantity;

“off-premises contract” means a contract between a trader and a consumer which is any of these—

(a) a contract concluded in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;

(b) a contract for which an offer was made by the consumer in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;

(c) a contract concluded on the business premises of the trader or through any means of distance communication immediately after the consumer was personally and individually addressed in a place which is not the business premises of the trader in the simultaneous physical presence of the trader and the consumer;

(d) a contract concluded during an excursion organised by the trader with the aim or effect of promoting and selling goods or services to the consumer;

“on-premises contract” means a contract between a trader and a consumer which is neither a distance contract nor an off-premises contract;

“public auction” means a method of sale where—

(a) goods or services are offered by a trader to consumers through a transparent, competitive bidding procedure run by an auctioneer,

(b) the consumers attend or are given the possibility to attend in person, and

(c) the successful bidder is bound to purchase the goods or services;

“sales contract” means a contract under which a trader transfers or agrees to transfer the ownership of goods to a consumer and the consumer pays or agrees to pay the price, including any contract that has both goods and services as its object;

“service” includes—

(a) the supply of water, gas or electricity if they are not put up for sale in a limited volume or a set quantity, and

(b) the supply of district heating;

“service contract” means a contract, other than a sales contract, under which a trader supplies or agrees to supply a service to a consumer and the consumer pays or agrees to pay the price.

Limits of application: general

6.—(1) These Regulations do not apply to a contract, to the extent that it is—

(a) for—

(i) gambling within the meaning of the Gambling Act 2005⁽⁵⁾ (which includes gaming, betting and participating in a lottery); or

(5) 2005 c.19.

- (ii) in relation to Northern Ireland, for betting, gaming or participating lawfully in a lottery within the meaning of the Betting, Gaming, Lotteries and Amusements (Northern Ireland) Order 1985⁽⁶⁾;
 - (b) for services of a banking, credit, insurance, personal pension, investment or payment nature;
 - (c) for the creation of immovable property or of rights in immovable property;
 - (d) for rental of accommodation for residential purposes;
 - (e) for the construction of new buildings, or the construction of substantially new buildings by the conversion of existing buildings;
 - (f) for the supply of foodstuffs, beverages or other goods intended for current consumption in the household and which are supplied by a trader on frequent and regular rounds to the consumer's home, residence or workplace;
 - (g) within the scope of Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours⁽⁷⁾;
 - (h) within the scope of Directive 2008/122/EC of the European Parliament and of the Council on the protection of consumers in respect of certain aspects of timeshare, long-term holiday product, resale and exchange contracts⁽⁸⁾.
- (2) These Regulations do not apply to contracts—
- (a) concluded by means of automatic vending machines or automated commercial premises;
 - (b) concluded with a telecommunications operator through a public telephone for the use of the telephone;
 - (c) concluded for the use of one single connection, by telephone, internet or fax, established by a consumer;
 - (d) under which goods are sold by way of execution or otherwise by authority of law.
- (3) Paragraph (1)(b) is subject to regulations 38(4) (ancillary contracts) and 40(3) (additional payments).

⁽⁶⁾ S.I. 1985/1204 (N.I. 11).

⁽⁷⁾ OJ No L 158, 23.6.1990, p.59.

⁽⁸⁾ OJ No L 33, 3.2.2009, p.10.