

This leaflet contains a summary of the legislation enforced by Trading Standards which will apply to businesses who enter into contracts with consumers off-premises e.g. at a consumer's home or place of work. This is known as doorstep selling.

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

These Regulations apply to off-premises contracts where you enter into a contract to supply goods or services costing over £42 to a consumer (i.e. the customer) away from your business premises e.g. the customer's home.

The Regulations require that you provide the customer with certain information in writing or any other durable medium at certain times before and after the contract is made. You should not deliver any goods or start the service until you have given the customer this. The onus is on you to prove that you provided the customer with this information so it is important that you keep good business records.

These Regulations make the period of time in which a customer can cancel the contract 14 days. When the cancellation period starts depends on the type of contract. For service contracts it is 14 days after the date the contract was entered into. For sales contracts, including those where there are goods supplied as part of the service, it is after the last of the goods are supplied. This cancellation period is extended if the information requirements are not met.

The information requirements including the cancellation notice are detailed in the appendix.

In a genuine emergency, the customer may make an express request that the work commences immediately. The request must come from the customer and must also be in writing. Customers must not be coerced or persuaded to waive their rights.

Failure by you to give the customer either the information on the right to cancel or to obtain an express request to start in writing means that the customer does not have to pay for any service started within the cancellation period.

It is a criminal offence if you do not supply any customer with the notice of their cancellation rights required by these Regulations.

If you get work by visiting customers in their home and leave a quotation (or send one later), allowing them to decide, at a later date, to enter into a contract when they are ready to do so, you will also be covered by the new regulations but will be entering into an 'on-premises contract'. This means that if you operate in this way you will only have to provide the information required for on-premises contracts (rather than the larger list for off-premises contracts) and will not have to give cancellation rights.

Digital Markets, Competition and Consumers Act 2024 (DMCCA)

The DMCCA imposes a number of general requirements on all businesses and some requirements that are specifically aimed at doorstep sellers. It prohibits 32 specific practices that are always considered to be unfair, 'misleading actions', 'misleading omissions', 'aggressive practices' and 'contraventions of the requirements of professional diligence' relating to any products (goods and services) and applies to decisions made before, during and after a contract is made. **It means that you and all persons trading on your behalf must at all times trade fairly.**

You must provide the material information specified, the minimum required is your identity and contact details, the main characteristics of the product, price and any applicable right to cancel the agreement. Quotes/Estimates/Invoices given for work should be fair and reasonable, given in writing, include all taxes and other charges, e.g. VAT. They must not be misleading.

Any descriptions applied to goods or services provided by you must be accurate. You may be criminally liable for any inaccuracies (i.e. 'false trade descriptions'), even if somebody else has actually applied the description.

You **must not**:

- use any aggressive or deceptive tactics to obtain work or money;
- pressurise a customer into agreeing to work being done;
- use harassment; this specifically includes threatening or abusive language and behaviour or;
- impair a customer's ability to make an informed decision by persuading them to make a decision they would not have otherwise made.

Failure to comply with this legislation is a criminal offence, which may result in a fine, imprisonment or both.

The DMCCA also includes civil enforcement provisions which allow Trading Standards to obtain undertakings and take injunctive action through the courts against any business that is considered to be acting against the interests of consumers in general. It applies to both civil breaches and offences under specified criminal legislation including that covering doorstep selling. Enforcement orders and undertakings can require you to pay for publicity to make them known to the public, pay a monetary penalty and take specific additional measures, known as enhanced measures which could include redress for consumers and remedies to improve compliance. Failure to comply could lead to a custodial sentence.

Business Names

All websites, estimates, quotations, invoices, receipts and contracts must have the name and address of the business. If you are operating under a trading name, i.e. if John Smith trades as JS Roofing, then all business documents must have a statement to the effect that JS Roofing is a trading name of John Smith. The address should appear in full with a postcode and must be an address to which legal documents may be sent.

This leaflet has been prepared for the guidance of businesses operating in Highland. This list of legal requirements is not exhaustive and may change over time. Please note that only the Courts can interpret the law. If you require any more information or advice about any of the legal requirements listed here please contact your local trading standards service. Highland Council Trading Standards can be contacted at: 38 Harbour Road, Inverness, IV1 1UF, email: trading.standards@highland.gov.uk

Appendix

Information relating to distance and off-premises contracts

The information is (subject to the note at the end)—

- (a) the main characteristics of the goods or services, to the extent appropriate to the medium of communication and to the goods or services;
- (b) the identity of the trader (such as the trader's trading name);
- (c) the geographical address at which the trader is established and, where available, the trader's telephone number, fax number and e-mail address, to enable the consumer to contact the trader quickly and communicate efficiently;
- (d) where the trader is acting on behalf of another trader, the geographical address and identity of that other trader;
- (e) if different from the address provided in accordance with paragraph (c), the geographical address of the place of business of the trader, and, where the trader acts on behalf of another trader, the geographical address of the place of business of that other trader, where the consumer can address any complaints;
- (f) the total price of the goods or services inclusive of taxes, or where the nature of the goods or services is such that the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated,
- (g) where applicable, all additional delivery charges and any other costs or, where those charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable;
- (h) in the case of a contract of indeterminate duration or a contract containing a subscription, the total costs per billing period or (where such contracts are charged at a fixed rate) the total monthly costs;
- (i) the cost of using the means of distance communication for the conclusion of the contract where that cost is calculated other than at the basic rate;
- (j) the arrangements for payment, delivery, performance, and the time by which the trader undertakes to deliver the goods or to perform the services;
- (k) where applicable, the trader's complaint handling policy;
- (l) where a right to cancel exists, the conditions, time limit and procedures for exercising that right in accordance with regulations 27 to 38;
- (m) where applicable, that the consumer will have to bear the cost of returning the goods in case of cancellation and, for distance contracts, if the goods, by their nature, cannot normally be returned by post, the cost of returning the goods;

- (n) that, if the consumer exercises the right to cancel after having made a request in accordance with regulation 36(1), the consumer is to be liable to pay the trader reasonable costs in accordance with regulation 36(4);
- (o) where under regulation 28, 36 or 37 there is no right to cancel or the right to cancel may be lost, the information that the consumer will not benefit from a right to cancel, or the circumstances under which the consumer loses the right to cancel;
- (p) in the case of a sales contract, a reminder that the trader is under a legal duty to supply goods that are in conformity with the contract;
- (q) where applicable, the existence and the conditions of after-sale customer assistance, aftersales services and commercial guarantees;
- (r) the existence of relevant codes of conduct, as defined in regulation 5(3)(b) of the Consumer Protection from Unfair Trading Regulations 2008, and how copies of them can be obtained, where applicable;
- (s) the duration of the contract, where applicable, or, if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the contract;
- (t) where applicable, the minimum duration of the consumer's obligations under the contract;
- (u) where applicable, the existence and the conditions of deposits or other financial guarantees to be paid or provided by the consumer at the request of the trader;
- (v) where applicable, the functionality, including applicable technical protection measures, of digital content;
- (w) where applicable, any relevant compatibility of digital content with hardware and software that the trader is aware of or can reasonably be expected to have been aware of;
- (x) where applicable, the possibility of having recourse to an out-of-court complaint and redress mechanism, to which the trader is subject, and the methods for having access to it.

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

Information about the exercise of the right to cancel

A. Model instructions for cancellation

Right to cancel

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

The cancellation period will expire after 14 days from the day (See Note 1).

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

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

Effects of cancellation

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

We may make the reimbursement without undue delay, and not later than-

- (a) 14 days after the day we receive back from you and 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 has not been 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 of 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 the 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 communicated your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.”

(b) Insert:

- “We will bear the cost of returning the goods.”;
- “You will have to bear the direct cost of returning the goods.”;
- If, in a distance contract, you do not offer to bear the cost of returning the goods and the goods, by their nature, cannot normally be returned by post: “You will have to bear the direct cost of returning the goods ... EUR (insert the amount).”; or if the cost of returning the goods cannot reasonably be calculated in advance: “You will have to bear the direct cost of returning the goods. The cost is estimated at a maximum of approximately ... EUR (insert the amount).”; or
- If, in an off-premises contract, the goods, by their nature, cannot normally be returned by post and have been delivered to the consumer’s home at the time of the conclusion of the contract: “We will collect the goods at our own expense.”; and,

(c) Insert

- “You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.”

6. In the case of a service contract insert the following: “If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.”

B. Model cancellation form

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

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

Ordered on (*)/received on (*),

Name of consumer(s),

Address of consumer(s),

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

Date

(*) Delete as appropriate.

Information relating to on-premises contracts

The information is –

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