

STOCKASHOP LIMITED CONSUMERS' RIGHTS

Distance Selling Regulations - prior information and written confirmation

These regulations are enforced by the Office of Fair Trading, local authority trading standards departments in England, Scotland and Wales and the Department of Trade, Enterprise and Investment in Northern Ireland.

These bodies are under a duty to consider any complaint received and have powers to apply to the courts for an injunction against any person who is considered responsible for a breach of the regulations.

Prior information

You must provide clear and understandable information to enable the consumer to decide whether to buy. This must include:

- your business name and, if payment is required in advance, your postal address
- a description of the goods or services
- the price including all taxes
- delivery costs where they apply
- arrangements for payment
- arrangements and date for delivery of goods or performance of services
- the right to cancel the order
- how long the offer or the price remains valid
- the cost of any premium rate telephone, fax or internet charges
- whether substitute goods will be supplied if the order is out of stock or unavailable
- If substitute goods will be supplied, in the event of cancellation, you must inform the consumer of the cost of returning any substitute goods.
- the minimum duration for any long-term contract (eg mobile phones).

Written confirmation

When an order has been made you must provide the consumer with written confirmation of the prior information (this can be by letter, fax or e-mail), unless it has already been provided in writing, for example, in a catalogue or advertisement.

The confirmation should also include:

- when and how the consumer can exercise the right to cancel
- details of whether the consumer is required to return the goods
- information as to whether you or the consumer would be responsible for the costs of returning or recovering the goods
- a geographical address where the consumer can contact you
- details of any after-sales services and guarantees.

You must provide this confirmation at the latest by the time the goods are delivered or, in the case of services, during the performance of the contract.

If you are providing a service with no specified end date or for a period of more than one year, for example, a mobile phone, or electricity supply, you must also send details about the conditions for exercising any contractual right to cancel the contract.

Exceptions to the regulations

Also the right to cancel does not apply to the following, unless you agree otherwise:

- personalised goods or goods made to a consumer's specification
- goods that cannot, by their nature, be returned
- perishable goods (eg flowers, fresh food)
- un-sealed audio or video recordings or computer software
- newspapers, periodicals or magazines
- betting, gaming or lottery services
- services that begin, by agreement, before the end of the cancellation period providing the supplier has informed the consumer before the conclusion of the contract, in writing or another durable medium, that he will not be able to cancel once performance of the services has begun with his agreement
- goods or services, the price of which is dependent on fluctuations in the financial market.
- auctions, including internet auctions
- rental agreements that have to be in writing (i.e. a lease for three years or more)

Contract performance

You must deliver goods or provide services within 30 days, beginning with the day after the consumer sent an order, unless you agree otherwise with the consumer. If you are unable to meet the deadline, you must inform the consumer before the deadline expires and, unless a revised date is agreed, the consumer must be refunded within a further period of 30 days.

The consumer cannot be obliged to agree to a revised date. If he or she does not, then the contract is thereby cancelled and any money paid must be returned within 30 days.

If you wish to provide substitute goods or services, then this must have been made clear in the prior information received by the consumer before entering the contract.

Inertia selling

The regulations amend the Unsolicited Goods and Services Act 1971 and the Unsolicited Goods and Services (Northern Ireland) Order 1976 to remove any rights of the sender in respect of unsolicited goods and services and any obligations on the consumer.

As such, consumers can retain unsolicited goods or dispose of them as they wish. They are under no obligation to keep them safe or to return them to you. It is an offence for you to demand payment from consumers for unsolicited goods or services.

Cancellation periods

The regulations give consumers an unconditional right to cancel an order. This is to allow the consumer the opportunity to examine the goods or consider the nature of a service.

If a consumer cancels an order, written notice must be given to you by:

- **goods** – seven working days from the day after that on which the goods are received by the consumer;
- **services** – seven working days from the day after that on which the consumer agrees to go ahead with the contract.

If you fail to provide consumers with written confirmation of all the required information, then the cancellation periods can be extended up to a maximum of three months and seven working days. If the missing information is provided during this time, then the cancellation period ends seven working days beginning with the day after the full written confirmation is received by the consumer.

Where a contract is cancelled, the consumer must ensure that reasonable care is taken of any goods received and 'restore' them to you. This does not mean that they have to return them - unless you stipulate this in the contract - only that they make them available for you to collect.

You must refund the consumer's money as soon as possible and, at the latest, within 30 days of receiving the written notice of cancellation. The consumer may, at your discretion, be charged the direct cost of returning the goods, but you must tell them about this in the written information you give them.

If payment for the goods or services is under a related credit agreement, the consumer's cancellation notice also has the effect of cancelling the credit agreement.

Enforcement

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