

Your Legal Questions



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Q I have purchased some goods via the internet but then changed my mind. What can I do?

A If you are a consumer buying goods and services by:-

- The internet
- Digital television
- Mail order including catalogue shopping
- Telephone
- Fax

then the Consumer Protection (Distance Selling) Regulations 2000 will apply. The key features of which are that:

- The seller must give consumers clear information including details of the goods or services offered, delivery arrangements and payment, the suppliers details and the consumer's cancellation rights before they buy
- The seller must also provide the consumer with this information in writing
- The consumer has a cooling off period of 7 working days.

During the cooling off period the consumer has an unconditional right to cancel the contract. Where the consumer is being supplied with services the cooling off period will normally end 7 working days after the day the order was placed, or after written confirmation is received from the service provider. In the case of goods, the cooling off period normally ends 7 working days after the day on which the goods are received by the consumer. If the consumer wishes to cancel the contract then they must inform the seller in writing by letter, fax or e-mail of their decision to cancel the contract. Consumers should then be reimbursed their money as soon as possible and no later than a maximum of 30 days.

There are some exceptions to the right to cancel and examples of the type of contract that cannot be cancelled are those for accommodation, transport, catering or leisure services, food, drinks and other goods delivered regularly to the consumer's home or workplace, perishable goods that cannot be returned and goods made to the consumer's specification.