

Your Legal Questions

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Q If I have purchased goods from a salesman who called at my home, do I have a right to change my mind and ask for my money back?

A If you buy goods from a doorstep salesman then the normal consumer protection laws apply, but in addition you will also have the extra protection provided by doorstep selling regulations which are rules protecting consumers who buy from sellers who call at their homes. The rules are known as the Cancellation of Contracts made in a Consumer's Home or Place or Work Etc Regulations 2008.

If a sales person calls at your home (or your work place or other individual's home) and you agree to buy something costing more than £35 then you have 7 days in which to cancel your order if you wish to change your mind. Further, at the time that you agree to buy the goods you must be given a written notice by the seller telling you of your right to cancel, along with a detachable cancellation form. If you have not been given the appropriate notice then you cannot be made to keep to the agreement. It is in fact a criminal offence for the seller not to have provided you with a notice.

The 7 day cooling off period applies whether you are buying by cash or credit and additionally, if the purchase is being made through a credit sale or higher purchase agreement, you have a right to withdraw from any finance agreement within 14 days without giving any reason.

The rules do not apply in respect of solicited visits to a consumer regarding regulated finance plans such as mortgages and consumer credit agreements. There are other exemptions including insurance contracts, contracts in relation to shares and investments and contracts for food and drink supplied by regular roundsmen.

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