



What is it?

Distance selling is where a contract is made between a trader and a consumer, without the two ever meeting in person. This guide refers to: **Distance contract and off-premises contract Cancellation terms and conditions.**

The Following terms can be inserted into your standard terms and conditions in order to ensure they comply with the above regulations.

Please note that these are provided as an example only and will need to be tailored to your particular situation in order to provide full protection.



Bespoke Terms

1. If this Agreement has been conducted without any face to face contact between the Dealer and the Customer, or anyone acting on their respective behalves, the Customer may give notice to cancel this contract within 14 days without giving any reason.
2. The cancellation period will expire after 14 days from the day on which you, or a third party other than the carrier and indicated by you acquires, physical possession of the goods, or the last good where you order multiple goods at the same time.
3. To exercise the right to cancel, you must inform us of your decision to cancel this contract by clear statement (e.g a letter sent by post, fax or email) to our address details above. You may use the attached model cancellation form should you wish.
4. 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.
5. If you cancel this contract, we will reimburse to you all payments from you, including the costs of delivery (except from the supplementary costs arising if you choose a type of delivery other then the least expensive type of standard delivery offered by us).



6. We will make the reimbursement without undue delay, and not later than-
 - a. 14 days after the day on which the we receive the goods back, 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.
7. We will make the reimbursement using the same means of payment as you have 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 we may withhold reimbursement until we have received the goods back or you have sent evidence of having sent back the goods, whichever is the earliest.
8. You shall send back the goods or hand them over to us [INSERT ADDRESS], without undue delay and in any event not later than 14 days from the day on which you communicate 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.
9. You will bear the cost of returning the goods.
10. You must take reasonable care of the Goods and will be responsible for any loss or damage from when they are delivered until when they are returned to us. You are liable for any diminished value of the goods resulting from the handling other than that what is necessary to establish the nature, characteristics and functioning of the goods
11. If you requested to begin the performance of any services during the cancellation period, you shall pay us an amount which is in proportion to what had been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract