



## What is it?

Distance selling is where a contract is made between a trader and a consumer, without the two ever meeting in person.



## What do I need to do?

Under the Consumer Contracts Regulations 2013 or “CCR”, consumers are afforded certain rights over and above their normal rights. The CCR gives the consumer **2 main rights**:

### 1. *The right to certain information*

Before the consumer is bound by a distance contract, the trader must give, or make available to the consumer, a lot of information:

✓	Main characteristics of the goods or services	✓	Information on costs to consumer for returning goods in case of cancellation
✓	Trader's identity, such as trading name	✓	Information that consumer may be liable to reasonable costs in event of cancellation
✓	Contact details including address, telephone, email	✓	Information on circumstances where consumer loses the right to cancel
✓	If acting on behalf of another trader, their contact details too	✓	Reminder that trade has legal duty to supply goods in conformity with the contract
✓	Total price of goods or services including taxes	✓	Information about after-sales services and guarantees
✓	..if total price not available, the manner of how price is calculated	✓	Information about relevant codes of conduct and where to find them
✓	All additional charges or where incalculable in advance, notification there may be additional charges	✓	Information on duration of contract and conditions for terminating
✓	Where there is a length of term contract/subscription, total costs per billing period or per month	✓	Minimum duration of consumer's obligation under any contract
✓	Any costs for using distance communication	✓	Information on conditions of any deposits/financial guarantees from consumer
✓	Payment, delivery arrangements and time scales for delivery	✓	Information on any functionality/technical protection measures of digital content
✓	Complaint handling policy	✓	Information on compatibility of hardware/software where trader is reasonably aware
✓	Information, conditions and time-frame of any right to cancel policy	✓	The possibility of having redress to out-of-court complaint mechanism to which the trader is subject, and how to access it

### 2. *The right to a cooling off period*

Consumers have the right to **14 days** from the date of delivery of the goods to **change their minds**. A trader is entitled to **charge a fee** for any use of the goods during this period but only if the **correct information is provided**.



## What happens if I do not follow the guidance?

- Any contract is no longer binding
- Where consumers are not informed of their rights to a cooling off period, or that there will be a deduction for the use of any goods, consumers are entitled to cancel the contracts after an additional 14 days from when they are told about the right in writing
- If they are never told of the right in writing, then they can cancel the contract up to 12 months and 14 days later
- It is a criminal offence under the CCRS not to provide the correct information or tell consumers of the cooling off rights



## Conclusions

Distance sales can come at minimal risk if they are managed correctly. Particularly with motor vehicles, the costs of cancellation can be high. It is therefore vital that members engaged in distance selling fully understand their obligations as a trader to provide the correct information required by the CCR.



## Helpful terms

**Consumer** - *“an individual acting for purposes which are wholly or mainly outside that individual’s trade, business, craft or profession”*

**Trader** – *“a person acting for purposes relating to that person’s trade, business, craft or profession, whether acting personally or through another person acting in the trader’s name or on the trader’s behalf.”*

\*It is important to note that a consumer must be ‘an individual’. As such any corporate entities such as Limited Companies or Partnerships would never be able to be a consumer. The CCR acknowledge that some transactions indirectly related to a business, may still be covered.



## The Full Terms and Guidance

The NMDA has further guidance and case studies available online [here](#).

If you have any questions regarding Distance Selling or would like to suggest further topics for these operational guides, please contact our dedicated member helpline on **01788 538303**.