

Distance Selling

You will never meet them or know what they look like. You may never even talk to them. Selling to customers at a distance is stranger than you think.

CONSUMER PROTECTION (DISTANCE SELLING) REGULATIONS 2000

Suppliers who sell to consumers at a distance have to comply with certain rules. If you don't follow the rules, you are breaking the law and the contract with the consumer may be unenforceable.

WHAT COUNTS AS "DISTANCE SELLING"?

Goods and services are sold at a distance if they are sold under an "organised scheme" which makes exclusive use of one or more means of distance communication.

In other words, there must be no face-to-face communication between you and the consumer. All communication is carried out via website, e-mail, mail order, fax and telephone. It is worth noting that radio, television and newspaper adverts can form part of the "organised" scheme. However, a "one off" sale following a telephone enquiry would not fall within the Regulations if it is not the usual way you do business.

WHAT ARE THE RULES?

As a supplier, you must provide:

- Clear information before placing an order (see below).
- A period (normally seven working days) - during which the consumer can cancel without any reason and a full refund will be made.
- Order confirmation (see below).
- A full refund if goods and services are not provided by the date agreed (or within 30 days of placing an order if no date was agreed).

CLEAR INFORMATION?

As a supplier, you must give customers the following information in a clear, understandable way:

- Your name and address.
- The price, including VAT.
- How long the price quoted will remain valid.
- Delivery arrangements (normally within 30 days unless otherwise agreed).
- The customer's right to cancel the order (and how to do so).
- The main characteristics of the goods and services you are offering.
- The delivery charge (if any).
- Payment options.
- How the customer can place orders.
- Whether you might supply a substitute if the ordered product is unavailable.
- How the customer can correct input errors when using your website.

ORDER CONFIRMATION?

Once a customer has placed an order, you must provide the confirmation of the order by either letter, fax or

email no later than the day the goods are delivered (or services carried out). This order confirmation should contain all of the details supplied before placing an order (see above), along with:

- A postal address
- Details of any guarantees and after-sales services.
- Whether you or the customer pays for the return of the goods.
- Instructions on how to cancel a continuing contract which has no fixed finishing date or which lasts longer than a year. You must also state whether the customer has to return the goods upon cancellation.

CANCELLATION PERIOD AND REFUND?

- If the customer doesn't like the goods, or has changed his mind after he receives the goods, he can cancel the order. The normal cooling off period is seven working days.
- Customers can cancel at any time up to the end of this period.
- If payment has already been collected, the refund must be made within the 30 days.
- If a customer wishes to cancel, he must do this in writing - by letter, fax or email.

WHAT CANNOT BE CANCELLED?

- Services which the customer agrees you can begin before the end of the cancellation period.
- Customised or personalised goods.
- Transport, accommodation, catering or leisure services provided on specific dates.
- Goods which are consumed or which perish quickly (e.g. fresh foods or flowers); videos, cassettes, DVDs and CDs (including music and software) and betting, gaming or lottery services.
- Newspapers, periodicals and magazines whose sealed wrapping has been opened by the customer.

DOES IT ALL MATTER? YES!

You're not sure of the sale till after delivery The customer has an absolute right to reject for a minimum of 7 days after delivery.

You have to collect The customer doesn't have to arrange return of rejected goods. The most you can do is charge the cost of collection to the customer, but only if it says you can in the contract or terms of sale.

You might not get paid

If certain information is not provided to the customer, the period for rejecting the goods goes up from 7 days after delivery to 3 months after. Until that information is provided, you can't insist on payment. More importantly, if certain information is not provided before the contract is entered into, you can never insist on payment.

WHAT DO YOU DO?

The Regulations are just about transparency - giving all relevant and useful information to your customers. This is good commercial practice and most successful companies would recommend it. In order to ensure that you comply with the requirements of the Distance Selling Regulations, [stevensdrake](#) can carry out a compliance check for an affordable fixed price. This will tell you where your problem areas are and what you need to do to iron them out.

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