

**TRADING STANDARDS SERVICE**

**BUYING AT HOME (off premises contracts)**

Traders that sell goods and services to consumers and operate away from trade premises (i.e. in your home) must comply with **The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**. These Regulations state that for all contracts over £42 a trader must provide you with specific information when you purchase goods, services or digital content away from the trader’s business premises. This information must be supplied as a paper document or, if you agree, another durable form such as email. ***Information must be clear, easily understandable and legible***. It must be provided before you agree to the contract. The main information required is as follows:

* Identity of the trader or trading name, address and telephone number
* An address that you can complain to and details of the trader’s complaint handling policy
* Details of Costs
* Arrangements for payment, delivery and performance
* Cancellation requirements

However, if you ask a trader to perform a repair or maintenance service ***immediately***, which will cost less than £170 the trader would only need to supply their name and address, total or estimate price of the goods or services and a cancellation form.

**14 Day Cooling Off Period**

These Regulations give you the right to cancel a contract at any time and for any reason within a 14 day cancellation period.

The 14 day period for a sales contract, a contract where you buy goods including goods supplied with a service, starts the day after you take possession of the goods. For a service contract the 14 day period starts the day after the contract is made.

Please note that if the trader does not provide you with information on your cancellation rights the cancellation period can be extended by up to 12 months depending on when/if the information is provided.

**Refunds**

Remember that if you cancel you are entitled to a refund of all payments. Refunds should be made by the trader within 14 days. However, a trader can claim compensation from you if the goods are handled over and above what is necessary to decide if they are suitable (i.e. more than you would do in a shop).

**Starting work within the cancellation period**

If you need a service to start straight away you must make this request to the trader in writing or by email. Under these circumstances the trader must inform you that you lose your right to cancel once the contract has been performed. If you cancel within the cancellation period and before the service is completed you will have to pay for the part of the service which has already been carried out.

If goods are supplied with a service you have the right to return the goods within 14 days starting the day after delivery. However, you may be liable to pay some or all of the service costs if this part of the contract is completed. For example, if you purchase a washing machine and pay for its installation, you can return the washing machine within the cooling off period. But as the washing machine has been installed you will be liable for the cost of that installation.

**Remember –** *The Regulations described above are in addition to the rights you have when you buy goods or services. You are entitled to expect that goods are of* ***satisfactory quality, as described*** *and* ***fit for purpose*** *and that services are carried out with* ***reasonable care and skill****, within a* ***reasonable time*** *and at a* ***reasonable charge****.*