



Department of Trade and Industry

OFFICE OF FAIR TRADING

A guide for businesses on home shopping

**Consultation on the text of guidance for
businesses about the Distance Selling
Regulations**

August 2005

OFT698cons

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PART I: THE CONSULTATION

1 INTRODUCTION

- 1.1 The aim of this Guidance is to provide a convenient source of reference for businesses and their advisors about their responsibilities and consumers' rights under the law and to ensure compliance. This Guidance is about the Consumer Protection (Distance Selling) Regulations 2000 as amended by SI 689 2005 (referred to below as the DSRs or the Regulations). It has been produced jointly by the Office of Fair Trading (OFT) and the Department of Trade and Industry (DTI).
- 1.2 As a result of this consultation a revised edition will replace the home shopping guide for businesses currently on the OFT website.
- 1.3 Part 8 of the Enterprise Act 2002 which came into force on 20 June 2003, gives the OFT, trading standards services, and certain designated enforcement bodies additional powers to take enforcement action through the courts against businesses that breach consumer protection legislation, including the DSRs.
- 1.4 Copies of this Guidance and other information which relates to it can also be found on the OFT's website, www.offt.gov.uk/News/Consultations/dsr.htm

Who is this Guidance for?

- 1.5 This Guidance is intended to help businesses (and their representatives) to understand what the DSRs mean for them.
- 1.6 The Guidance is also intended to assist consumer organisations and our enforcement partners who act as consumer advisors and regulators in providing consistent advice and guidance both to

consumers and businesses. It may also be of use to other professional advisors who deal with consumer issues.

What is the purpose of the Guidance?

- 1.7 The DSRs set down responsibilities for traders engaged in the distance selling of goods and services to consumers.
- 1.8 This Guidance is intended to accompany the Regulations themselves. It is not a substitute for the Regulations. It covers the main areas of the Regulations, briefly outlining the provisions and dealing with subsidiary matters of clarification by using a question and answer format. The Guidance also refers to changes to the requirements when engaging in service contracts that became effective from 6 April 2005 and how these changes affect the cancellation provisions.
- 1.9 Every effort has been made to ensure that this Guidance represents the state of the law correctly as at the date of publication. However, ultimately only the courts can provide a definitive interpretation of the law, and therefore you should not rely on this Guidance as a substitute for professional legal advice.

Responses to consultation

- 1.10 This consultation exercise will last for 12 weeks. Please send any responses by 11 November 2005 marked 'DSRs – A guide for businesses' preferably by email to:
Sadru.Pirbhai@oft.gsi.gov.uk

1.11 Responses by post can be sent free of charge to the following address:

Sadru Pirbhai
1N/016
Office of Fair Trading
Freepost KE6260
London EC4B 4AH

1.12 Faxed responses may be sent on the following fax number:
020 7211 8465.

1.13 If you have queries about this consultation please contact Sadru Pirbhai on 020 7211 8304, or Carole Donovan on 020 7211 8197 or on the following email address
Carole.Donovan@oft.gsi.gov.uk

1.14 **Responses may be made public in due course unless you specifically ask that your comments are treated as confidential. Confidential comments will, nevertheless be reflected in any statistical survey of comments received or views expressed. We have no objection to the content of this paper being reproduced in whole or in part for non-commercial purposes provided the source is acknowledged.**

1.15 Respondents to this consultation are asked, where appropriate, to provide a brief summary of the people and organisations that they represent. A list of the organisations that have been invited to respond can be found in Part III.

1.16 However, we welcome comments from any organisation or individual who wishes to contribute. Please draw this consultation document to the attention of others who may have an interest but have not been included in the list of consultees.

- 1.17 You can download copies of this consultation paper from www.offt.gov.uk or request hard copies free of charge from

EC Group
Swallowfield Way
Hayes, Middlesex UB3 1DQ
Tel: 0800 389 3158
Fax: 0870 60 70 321
Email: oft@ecgroup.uk.com

- 1.18 This consultation paper follows the criteria laid down in the Cabinet Office's *Code of Practice on Written Consultation* which can be viewed at www.cabinetoffice.gov.uk/regulation/consultation/documents/pdf/code.pdf

- 1.19 Any comments or complaints about the consultation process should be addressed to:

Mr Mike Ricketts
Office of Fair Trading
Fleetbank House
2-6 Salisbury Square
London EC4Y 8JX

Tel: 020 7211 8904
Email: mike.ricketts@oft.gsi.gov.uk

2 CONSULTATION QUESTIONS

2.1 We want to ensure that this Guidance is as clear and comprehensive as possible for its intended users. We would therefore like to know how easy you find it to use, whether it answers your key questions and if not what else it might include. We are not consulting on the law but how clearly we have presented the meaning of the law.

2.2 The following is a summary of questions we would like answers to. These questions are not intended to limit debate.

General

- Does the draft Guidance have any significant omissions?
- Are there any parts of the draft Guidance which need amplification or clarification? If so, which parts?
- Does the draft Guidance give a clear overview of the Regulations?

Question and answer format

- Is the way the Question and Answer format is currently set out useful?
- If this should be changed to be more accessible, then how?
- Are there any other questions that should be included?

PART II: THE GUIDANCE

1 ABOUT THIS GUIDE

- 1.1 Many people shop from home by, for example, ordering goods and services over the internet, by telephone or by mail order. An increasing range of goods and services are available to the home shopper. Businesses which normally sell by distance means to the home shopper and have administrative systems in place for trading in this way (for example by having standard letters or emails that they send to consumers in the course of such transactions) need to comply with the Consumer Protection (Distance Selling) Regulations 2000 (DSRs).¹
- 1.2 This guide explains what these regulations are and provides information on how your business can comply with them. Businesses that sell electronically (such as over the internet or via mobile phone texts) also need to know about the Electronic Commerce Regulations (ECRs).²
- 1.3 Please note that this booklet is only a guide and should not be relied on as a complete statement of the law. To understand your rights and obligations fully, study the relevant law or consult a solicitor.
-

¹ These have been recently amended by the Consumer Protection (Distance Selling) Amendment Regulations SI 689/2005.

² The full name for the E-commerce Regulations is: Electronic Commerce (EC Directive) Regulations 2002.

2 WHAT ARE THE DSRS?

2.1 The DSRS give consumers certain rights and protection when they shop for goods or services 'at a distance.' The purpose of the legislation is to:

- give consumers confidence in purchasing goods and/or services where there is no face to face contact with the seller
- ensure that all traders operating distance selling schemes meet certain basic requirements.

2.2 The DSRS implement European Council Directive (97/7/EC) on the protection of consumers in respect of distance contracts. All member states of the EU are required to implement the Directive in their national legislation. The DSRS came into force on 31 October 2000. The DSRS were amended by SI 689/2005 that became effective from 6 April 2005, making changes to the requirements to provide information when supplying services by distance means and to cancellation periods in the case of contracts for the supply of services.

2.3 The text of the original Consumer Protection (Distance Selling) Regulations 2000 can be found at: www.opsi.gov.uk/si/si2000/20002334.htm and the text of the 2005 amendment at: www.opsi.gov.uk/si/si2005/20050689.htm

Give me a snapshot of the DSRS

2.4 In brief the DSRS say that you must always give your customers certain clear information. This is so that they have the information they need to decide whether to buy from you. In most cases you must also give consumers the right to a cancellation period.

2.5 The information you give must include details about:

- your business
- your goods or services
- your payment arrangements
- your delivery arrangements
- your customers' right to cancel their orders

2.6 You must give your customers confirmation in writing or another durable medium of the above details and some additional information also. See 'Written and additional information.'

2.7 You also need to be aware of the ECRs (see paragraph 1.2 above) if you market or sell to consumers over the internet or via interactive TV or phone texting.

What is in it for me?

2.8 Your customers are far more likely to return if you can show them that you are a fair-trading business. Complying with the DSRs makes it much easier for you to resolve complaints and you will be in a stronger position to give your customers good service and win their trust.

Explanation of some of the terms used in the Regulations and in this guide

2.9 Below are explanations of some of the main terms used in the DSRs.

- **Business** includes a trade or a profession

- **Consumer** means any natural person who, in contracts to which the DSRs apply, is acting for purposes which are outside his/her business
- **Distance contract** means any contract concerning goods or services concluded between a supplier and a consumer under an organised distance sales or service provision scheme run by the supplier who, for the purpose of the contract, makes exclusive use of one or more means of distance communication up to and including the moment at which the contract is concluded
- **Durable medium** – there is no definition of 'durable medium' in the Regulations. Our view is that this means in a form in which information can be retained by the consumer, such as an email that can be printed or a letter that can be kept for future reference. Information on a website will not be considered to be durable if you can update the relevant area of the website to change the information content at any time after the consumer has accessed this information
- **Financial service** means any service of a banking, credit, insurance, personal pension, investment or payment nature
- **Organised distance sales or service provision scheme** – there is no definition of 'organised distance sales or service provision scheme' in the Regulations. Each case would need to be considered on its merits. We, however, take the view that if, for example, there are standard letters sent out to potential customers which they then return by post, email or fax without a meeting taking place, then it is likely that such an arrangement is within the definition
- **Supplier** means any person who, in contracts to which the DSRs apply, is acting in a commercial or professional capacity

- **Working days** means all days other than Saturdays, Sundays and public holidays.

When do the DSRs apply?

2.10 The DSRs **do** apply to your business if you sell goods or services without face to face contact using an organised scheme, for instance via:

- the internet
- text messaging
- phone calls
- faxing
- interactive TV
- mail order catalogues
- mail order advertising in newspapers or magazines.

2.11 In principle the DSRs apply to all distance contracts between businesses and consumers for the sale of goods or services concluded under an organised distance sales or service provision scheme. There are, however, some exceptions.

When do the DSRs not apply?

2.12 The DSRs do **not** apply to:

- contracts for the sale of interests in land – This exception covers the sale of freehold or leasehold interests. The DSRs **do**, however, apply to short term tenancy or leasehold agreements (rental agreements) provided the contract is

between a business and a consumer and has been concluded by distance means

- contracts for the construction of a building where the contract also provides for a sale or other disposition of an interest in land on which the building is constructed. The DSRs **do**, however, apply where a consumer already has rights over the land and subsequently enters into a distance contract with a builder to construct a building on the land
- contracts relating to financial services to consumers. These services are, however, subject to 'the information giving and cancellation provisions' contained in the (Financial Services Distance Marketing Regulations 2004 (SI No: 2095 2004) (FSDMR) and where relevant the Consumer Credit Act 1974 (CCA). Conditional Sales and Hire Purchase, for example, are covered by the FSDMR and the CCA whereas contracts for hire services, for example, the hire of electrical items or clothing are covered by the DSRs
- products bought from vending machines or automated commercial premises – for example bars of chocolate or cans of drink purchased from a vending machine, pictures taken from automated photo booths
- use of a public pay phone
- contracts for goods or services concluded at an auction including online and interactive TV auctions. However, some activities described as auctions may not necessarily result in sales at auction, so as to fall within the exemption. This will depend on exactly when and how the sale occurs. For further information see paragraph 2.13 below
- products and services you sell to other businesses i.e. business to business contracts.

When is an auction not an auction?

2.13 That would depend on how the selling process occurs and whether the contract is in fact concluded at an auction or not. An auction has no statutory definition but is generally held to be a manner of selling property by bids, usually to the highest bidder by public competition, and has a number of characteristics, for example:

- a unique collection of items for sale
- a pre-sale inspection
- the successful bidder knowing on the spot that he has a contract and paying up following which the item bid for is taken away
- no order processing or confirmation of order stage after bids have closed.

2.14 How such contracts are concluded would determine whether the method of sale is an auction and therefore falls outside the DSRs. Fixed price sales through 'Buy now' slots on internet auction sites are not exempt under the auctions exemption because the sale is not concluded by process of auction. However, if the sales are by private individuals not acting for business purposes they will not be covered by the DSRs because the individuals are not acting for business purposes.

Contracts to which only part of these Regulations apply

2.15 The requirements to provide **pre-contract information, written and additional information, the right to cancel and the obligation on the supplier to carry out the contract within a maximum of 30 days** do not apply to:

- contracts for the supply of food, drinks or other goods for everyday consumption delivered to the consumer's home or workplace by regular roundsmen, for example a milkman. This exception **does not** apply to home deliveries by supermarkets for products purchased by distance means
- contracts for the provision of accommodation, transport, catering or leisure services (for example hotel accommodation; plane, train, or concert tickets; car hire;³ or sporting events) where you agree to provide the service on a specific date or within a specific period. However, long term residential hotel accommodation that is agreed under a distance contract may be considered as rented accommodation and therefore subject to the DSRs
- timeshare agreements (as defined by the Timeshare Act 1992).

2.16 Specific requirements concerning carrying out of the contract do not apply to:

- timeshare agreements (as defined by the Timeshare Act 1992)

³ EasyCar v UK OJ 2005 C115/4, EU: Case C – 336/03 ECJ. The European Court of Justice has decided that car hire contracts constitute 'contracts for the provision oftransport.....services' within the meaning of the Directive and the implementing Regulations. For a copy of the judgment please refer to: www.curia.eu.int/jurisp/cgi-bin/form.pl?lang=en&Submit=Submit&alldocs=alldocs&docj=docj&docop=docop&docor=docor&docjo=docjo&numaff=C-336%2F03&datefs=&datefe=&nomusuel=&domaine=&mots=&resmax=100

- package travel (as defined by the Package Travel, Package Holidays and Package Tours Regulations 1992).

These pieces of legislation have their own requirements about how the service should be carried out.

Do the DSRs apply to public bodies selling products and services by distance means?

- 2.17 That would depend. If the Department or Agency concerned is acting in a commercial or professional capacity and not exercising a statutory function, then it could be considered to be acting as a supplier for the purpose of the DSRs and therefore covered by the DSRs.

3 HOW DO I COMPLY WITH THE DSRS?

Information you must give your customers prior to the conclusion of the contract

3.1 There is certain information that you must give your customers before they agree to buy from you. We refer to this as **pre-contract information**:

- your business name including sufficient detail for the customer to be able to identify the legal person they are dealing with
- if payment is required in advance, your address
- a description of the main characteristics of the goods or services you are offering
- the full price of the goods or services you are offering, including all taxes
- details of any delivery costs
- details of how payment can be made
- the arrangements for delivery or performance of the service, for example when customers can expect delivery of goods or the service to start
- information about your customers' right to cancel – see under 'Cancelling orders'
- if customers are to use a premium rate telephone number the cost of the call must be specified **before** charges are incurred for the telephone call
- for how long the price or any special offers remain valid

- the minimum duration of the contract in the case of contracts for the supply of goods or services to be provided either permanently or recurrently
- if you propose to supply substitute goods or services of equivalent quality and price in the event of goods or services ordered by the consumer being unavailable, and
- that you will bear the cost of your customers returning the substitute products where they do not want them.

3.2 This information can be given by any method appropriate to the form of distance communication you are using to agree the contract, providing it is clear and comprehensible. For example, this information can be provided on a website if you sell goods or services over the internet. Such information may also appear in a catalogue for goods or services sold by mail order or be given over the telephone if you are selling goods or services over the telephone. In which ever way you give this information you must make your commercial purpose clear when doing so.

When is a contract concluded?

3.3 This would need to be considered on a case by case basis. Frequently a contract forming process goes through the following steps:

- a supplier invites a consumer to consider purchasing a good or a service
- the consumer places an order for the good or service. This constitutes an offer, and a
- supplier accepts the offer, either expressly, or by acknowledging receipt of the offer then acting in a manner (for example by taking payment for the order or preparing

the order) consistent with supplying the good(s) or service(s). When the offer is accepted a contract is concluded.

Are there businesses that do not have to give this 'pre-contract' information?

- 3.4 Yes. Please see the list at paragraph 2.15 under 'Contracts to which only part of these Regulations apply.'

Do I still have to give all the pre-contract information if I cold-call potential customers over the phone?

- 3.5 Yes, if you operate an organised distance sales or service provision scheme under which your customer is entering a contract over the phone. Moreover if you sell by telephone you must state clearly, at the start of any conversation:

- the identity of your business and
- the commercial purpose of your call.

Do I have to give the 'pre-contract' information if I sell via a premium-rate telephone service?

- 3.6 Yes. You must give your customers all the information above, plus the cost of using the telephone service, before you start charging. This information could be given in an advertisement. This requirement applies to all instances where the cost of the call is calculated other than at the basic rate.

What if I supply goods or services on an ongoing basis over a minimum term?

- 3.7 You also have to tell consumers the minimum time that they will be bound to continue to buy from you, for example, if you are

supplying a mobile phone or satellite TV contract or a book club subscription.

What if I want to supply substitute goods if the ones I agreed to supply are not available?

3.8 You must:

- explain in the pre-contract information you provide that this could be the case
- also make it clear that you will meet the costs of returning any substitute goods if the customer does not want them.

Written and additional information

3.9 If you provide pre-contract information in a form that does not allow it to be stored or reproduced by the consumer then you must confirm **in writing**, or in another **durable medium**⁴ which is available and accessible to the consumer, the information at bullet points 1-8 at paragraph 3.1 above. You must also give your customers durable information about the following points:

- when and how to exercise the DSRs' right to cancel including:
 - for goods – whether you require goods to be returned by the customer and if so who pays for their return

⁴ For examples see the reference to 'durable medium' under 'Explanation of some of the terms used in the Regulations and this guide'.

- for services – the consequence of agreeing to a service starting before the end of the usual seven working day cancellation period. See 'Cancelling orders'
 - details of any guarantees or after-sales services
 - the geographical address of the business to which the consumer may address any complaints
 - if a contract lasts more than a year or is open-ended, the contractual conditions for cancelling it. This safeguards you as well as the consumer as both parties have the same information.
- 3.10 You do not have to send your customers this durable information if you have already given it to them through a catalogue or advertisement, for example.

Do all businesses have to give the pre-contract and additional information?

- 3.11 No, there are exceptions. Please see paragraph 2.15 under 'Contracts to which only part of these Regulations apply'.

Can I provide this information by email?

- 3.12 Yes. This information must be in a 'durable medium,' which includes email, post or fax.

When must I supply the durable information?

- 3.13 Prior to the conclusion of the contract or in 'good time' and in any event:
- for goods: at the latest when they are delivered
 - for services: at the latest once you have started carrying out the service. At what stage you give your customer the

required written information will affect the duration of the cancellation period – see paragraph 3.20 under 'Cancelling orders'.

What does in 'good time' mean?

- 3.14 Information is said to be received in good time if consumers have sufficient time to act on it when they receive it, for example to enable them to exercise their right to cancel.

Carrying out the contract

How much time do I have to carry out the contract?

- 3.15 A contract must be carried out within the time limits agreed with the customer as stated in your terms and conditions. If no period has been agreed, the statutory time limit is within a maximum of 30 days from the day after the day the customer sends the order to you.

Where do I stand if I am unable to deliver the goods in the time agreed or within the 30 days statutory limit?

- 3.16 If you are unable to meet the deadline, you must inform the customer before the expiry of the deadline and refund any money paid in relation to the contract. The refund should be made as quickly as possible and certainly within 30 days, including weekends and public holidays.
- 3.17 It is, however, open to you and your customer to agree a revised date for delivery of the goods. The customer is not, however, under an obligation to agree a revised date. If the customer does not agree to a revised date the contract must be treated as if it had not been made. Any money paid in relation to the contract must be returned to the customer as quickly as possible and certainly within 30 days from the date of cancellation.

Additionally any credit agreement associated with that purchase is also automatically cancelled where a contract has been cancelled. For further information see under 'Refunds'.

When providing services when does a service begin?

- 3.18 This would need to be considered on a case by case basis. With many services administrative or other preparatory work (for example setting up an account to enable a service to be provided) needs to be done before a supplier is in a position to provide the service promised. Often this work is underway when a contract is being agreed. In our view this work before the service starts cannot be equated to the carrying out of a service.

Cancelling orders

How long do my customers have to cancel an order?

- 3.19 At what stage you provide your customers with the required written information (see paragraph 3.9) will affect when the cancellation period ends.
- 3.20 Where the DSRs give consumers the right to cancel an order, this right is **unconditional**. Unlike buying a product from a shop, the first time that a consumer will have an opportunity to examine goods purchased by distance means is on receiving the item(s). The purpose of the DSRs is to give the consumer, at the very least the same rights as when considering a purchase in a shop. On cancelling a contract a consumer is entitled to get a refund of **any** sum paid in relation to the contract. See 'Refunds.' The cancellation period starts when the contract is concluded. The **time limits** for cancellation for goods and services are dependant on when the consumer receives the required written information:

For goods:

- provided you give your customer the required written information at the latest at the time the goods are delivered, cancellation rights end seven working days after the day on which the goods have been received
- if you do not give your customer the required written information at the latest at the time the goods are delivered, but do so within three months from the day after the day the customer receives the goods, then the customer's cancellation rights will end after seven working days counting from the day after the day on which the customer received the required written information
- where you have not provided the required written information, the customer's cancellation rights will end after three months and seven working days counting from the day after the day the customer received the goods.

For services:

- if you give your customer the required written information **on or before the day the contract is concluded**, cancellation rights will last for seven working days, counting from the day after the contract was concluded. If the required written information is provided **after the contract is concluded but within three months** (beginning the day after the contract was concluded), cancellation rights will ordinarily extend for seven working days after the information is received
- in some circumstances a customer may want the service to start before the usual cancellation period expires. In that case it is possible to displace the timings above. Providing that the **required durable information has been supplied before the service starts and that the customer has agreed to the service**

starting before the usual cancellation period has expired,
cancellation rights will end when the service starts

- where the **customer agrees to such an early start but the required written information is not provided until the service has already started but it is nevertheless provided in time** for it still to be useful, cancellation rights will extend to seven working days after the day the customer receives the information. However, in this case, if you complete providing the service **within the seven working days after the day the consumer receives the required durable information,** cancellation rights will end on the day of completion
- where the **required durable information has not been provided at all,** the cancellation period ends on the expiry of three months and seven working days beginning with the day after the day on which the contract was concluded.

What if I offer a longer cancellation period under my own contract terms?

- 3.21 You need only inform consumers about the longer period you are offering – provided you do not mislead people about rights they have under the Regulations or under other legislation such as that on the supply of goods and services, under which (for example) consumers have the right to reject faulty goods.

What if a customer wants me to start a service before the usual cancellation period ends?

- If
 - you give them the required written information **before the service starts**
 - and**
 - you have their agreement that you should start the service before the usual cancellation period has expired, then the cancellation rights stop when the service begins.

- If
 - your customer agrees to you starting the service before the usual cancellation period finishes
 - and**
 - you do not give the customer the required written information until after you start the service
 - but**
 - you still provide the information in time for it to be useful, then the cancellation rights end after seven working days counting from the day after the day the customer receives the information, or on the day you complete providing the service if that is sooner.

- If
 - you do not provide the required written information at all, regardless of whether or not you have the customer's agreement to start the service before the cancellation period ends, then your customer's cancellation rights will end after three months and seven working days counting from the day after the contract was concluded.

So how do I make sure a customer does not cancel a service contract after I have started work?

- 3.22 If you wish to prevent consumers from cancelling contracts once you have started work, you must have their agreement to start and must provide them with the required written information in advance of your starting, including information that their cancellation rights will end as soon as you do start carrying out the contract.

Can consumers always cancel an order?

- 3.23 No. The cancellation provisions do not apply to contracts referred to under 'Contracts to which only part of these Regulations apply.' There are also statutory time limits to consumers exercising their rights to cancel, as explained above under 'How long do my customers have to cancel an order.'
- 3.24 Unless you have agreed they can, your customers cannot cancel if the order is for:
- the supply of services where you have had the customer's agreement to start the service before the end of the usual cancellation period and you have provided the customer with the required written information before you start the service, including information that the cancellation rights will end as soon as you start the service
 - the supply of goods or services where the price depends on fluctuations in the financial markets which cannot be controlled by the supplier
 - the supply of goods made to the customer's own specification such as custom-made blinds or curtains. But this exception does **not** apply to upgrading options such as choosing alloy wheels when buying a car; or opting for add-

on memory or choosing a combination of standard off the shelf components when ordering a PC, for example

- the supply of goods that by their nature cannot be returned
- the supply of audio, video recordings or computer software that the customer has unsealed
- perishable goods like fresh foods or fresh flowers
- the supply of newspapers, periodicals or magazines
- gaming, betting and lottery services.

Does the provision of a link on a website from where customers, on payment, can download an electronic book or music, or arrangements for customers to buy ring tones and screen savers for mobile phones, eg by telephoning or texting a particular number, fall within the cancellation exemptions referred to above?

- 3.25 That would depend – See 'Can consumers always cancel an order?' above. Our view is that if you are engaging in such an activity then you may be providing a service through which consumers are able to buy electronic versions of books, downloadable music, ring tones for phones etc. In such situations a consumer does not receive a physical good as such. If the supply is therefore not of an actual good but rather of a service, the exception to the right to cancel would only apply if you have the customer's agreement to start the service before the end of the cancellation period and you have provided the customer with the required written information before you start the service, including information that their cancellation rights will end as soon as the service begins.

Do the exceptions at paragraph 3.24 above apply to products which may be the subject of copyright, for example books or sheet music?

- 3.26 No. Copyright considerations may underlie the partial exceptions provided in the Regulations for the supply of audio, video/DVD recordings or computer software that the consumer has unsealed. However, there is no general exception for copyright products and in our view the exception would not extend to other products that may lend themselves to copying such as books or sheet music. This does not, however, stop you from specifying in your terms and conditions what you consider to be reasonable care in customers examining such goods. However, if the consumer has done no more than examine the goods as they would have in a shop and if that requires opening the packaging and trying out the goods then they would not have breached their duty to take reasonable care of the goods. In a shop books and sheet music are usually displayed unsealed.

I sell lingerie and other items of a personal or intimate nature which when returned unsealed may raise health and safety issues. How are such products treated under the DSRs?

- 3.27 The first question to ask is whether such items fall under the exceptions listed at paragraph 3.24. The only exception that may apply to contracts for the supply of lingerie and underwear is under regulation 13(1)(c), 'for the supply of goods which by reason of their nature cannot be returned.....' While the Regulations do not define such goods, we consider that this exception only applies where returning the goods is a physical impossibility or where they cannot be restored in the same physical state as they were supplied however they are cared for. Thus while this exception may apply to items such as latex or

nylon clothing which could become distorted once worn, we do not see the exception being applied to lingerie in general.

- 3.28 Having said this, we are conscious of suppliers' concerns about reselling items which may raise concerns about hygiene. The DSRs, however, do not link cancellation rights with a supplier's ability to resell items as new.
- 3.29 With items that are considered to fall outside the exceptions, cancellation rights will apply, but the consumer has a duty under the DSRs to take reasonable care of the goods throughout the cancellation period.
- 3.30 What is considered to be reasonable care will depend on the facts of the case and it may be reasonable for the supplier to specify to the consumer what they consider to be reasonable care – such as not removing hygiene seals, as long as these requirements are not so burdensome as to restrict a consumer's reasonable opportunity to assess the product. While consumers do not lose the right to cancel if they fail to take reasonable care of the goods, the DSRs give the trader a right of action against consumers for breach of statutory duty.

What is breach of statutory duty?

- 3.31 Under the DSRs a consumer is under a duty throughout the period of cancellation to retain possession of the goods and take reasonable care of them. You as a supplier can indicate to the consumer what you consider to be 'taking reasonable care' of the goods. On cancellation once you have taken possession of

the goods (depending on how the contract is framed) and you are of the view that the consumer has not taken reasonable care of the goods then it is open to you to take action against the consumer.

Can I withhold a refund when a customer cancels a contract under the DSRs where: I am considering action against that customer for breach of statutory duty; or where I am awaiting the outcome of the action I have taken against a customer?

- 3.32 No. Other than for the exceptions at paragraph 3.24 above, the DSRs give consumers an unconditional right to cancel a contract and places an obligation on you to refund all sums due in relation to the contract as soon as possible after the customer cancels, and within a maximum of 30 days. For more information see under 'Refunds.'

How do the cancellation provisions apply to inextricably linked contracts for goods and services, for example provision of a mobile phone and an associated airtime contract, or the provision of a modem by a broadband supplier?

- 3.33 There are normally two contracts in such situations – one for goods (the mobile phone or modem, for example) and the other for a service, (the airtime or internet connection for example).
- 3.34 In both cases the cancellation period starts when the contract is agreed. The time limits for cancellation of the goods and service contracts are explained above: see paragraph 3.20 under 'How long do my customers have to cancel an order?' With these sorts of contract it is possible to have cancellation periods running at different times and for the service contract to remain cancellable after goods have been provided.

- 3.35 In common with any other service contracts, if you fail to give consumers the required written information before you start the service, or fail to obtain their consent to starting the service early, they will have a right to cancel their contract even though they may have started using the service. To prevent consumers from cancelling service contracts once the service has started, you must obtain their agreement before you start the service and provide them with the required written information, including information that their cancellation rights will end as soon as you start the service.
- 3.36 As with any other contracts, where a service contract is cancelled, the DSRs require you to reimburse all the sums paid under or in relation to the contract. Therefore, if a customer exercises his statutory right to cancel an airtime or internet contract while the cancellation period remains unexpired any charges (for example call charges) incurred under this contract must be reimbursed.

Do the DSRs apply to the sale of gift vouchers?

- 3.37 Yes. It is unclear whether such offerings are goods or services. Neither the DSRs nor the Directive implementing the DSRs define the terms 'goods' or 'services.' Under English Law gift vouchers are not 'goods.' Under European law 'goods' have a wider interpretation. In our view, however, the provision of gift vouchers can be classed as a contract for the supply of a service.

I operate a business model where a consumer enters into an agreement to receive discounts on goods in a series, under which the consumer is not bound to buy particular goods in that series but is under an obligation to spend a minimum sum over a defined period. How would the cancellation provisions apply to such a business model?

- 3.38 That would depend on the written durable information provided and the terms and conditions of the contract with the customer. Customers must be permitted cancellation rights when they agree to their initial commitment to purchase goods from you. Thereafter, if the terms state that a new contract is entered into each time that goods are ordered then each of those contracts is cancellable. However, the consumer's right to cancel may apply only to that particular purchase rather than to the entire commitment to purchase in future.

A number of websites have sprung up in recent years that say that they are providing a venue for buyers and sellers to engage in distance contracts. Would such contracts have to comply with the DSRs?

- 3.39 That would need to be considered on a case by case basis and would depend on a number of things, for example:
- the nature of any contractual relationship between the website provider and the seller
 - the nature of any contractual relationship between the website provider and the buyer
 - whether the seller of the product is acting as a supplier within the meaning of the DSRs

- whether the seller is operating under an organised distance sales or service provision scheme
- whether the buyer of the product or service is a consumer within the meaning of the DSRs.

What must my customers do if they want to cancel?

- 3.40 They must tell you in writing, or another durable medium, if they want to cancel. This includes by letter, fax or email. A phone call is not enough unless you wish to accept cancellations in that way.

From what date would the notice of cancellation become effective?

- 3.41 The effective date for cancellations under the DSRs is the date on which the consumer **gives a notice of cancellation to you**. This ensures that the consumer can take advantage of the full cancellation period given in the DSRs.

What does 'give notice of cancellation' mean?

- 3.42 The DSRs state that a notice of cancellation will be properly given if the consumer does so in one of the following ways:
- by leaving a notice addressed to you at your last address known to the consumer, in which case notice is said to be given on the day on which it was left at your address
 - by posting the notice to you at the address last known to the consumer in which case notice is said to be given on the day it was posted

- by faxing or emailing the notice to you on your fax number or email address, last known to the consumer in which case notice is said to be given on the day it was sent.

While the DSRs do not require it, you may want to advise your customers to have some evidence of having given you the cancellation notice. You cannot, however, insist on this.

Refunds

When do I have to refund a customer's money if an order is cancelled?

- 3.43 As soon as possible after the customer cancels, and in any case within 30 days at the latest. You must refund your customer's money, even if you have not yet collected the goods or, if this is what is stated in the contract, had them returned to you by the customer. You cannot insist on the goods being received by you before you make a refund.

How do I ensure that the customer must return the goods to me following the cancellation of an order?

- 3.44 By stating in your terms and conditions that consumers return the goods to you in the event they cancel a contract under the DSRs.

What if a customer fails to return the goods to me despite this being required in the contract?

- 3.45 You may also state in the contract that if customers fail to return the goods or return them at your expense (if this is not provided for in the contract) then you may charge the customer a sum not exceeding the direct costs to you of recovering the goods.

In that case can I include a term in the contract that states that a customer must return goods within a certain number of days in order to obtain a refund?

- 3.46 No. Under the DSRs such terms are void i.e. having no legal effect. The DSRs contain provisions preventing 'contracting out' aimed at ensuring that suppliers refrain from inserting contractual terms that deny consumers rights under the Regulations or impose obligations on consumers that are inconsistent with the Regulations. A term making cancellation conditional on return of goods would be inconsistent with consumers' rights to receive a refund upon giving a cancellation notice – see paragraph 3.43, for example.

I sell items that usually require a customer to finance the purchase through a loan. What happens in such situations where a consumer exercises the right to cancel under the DSRs?

- 3.47 If a customer has entered into a related credit agreement **specifically** to finance the purchase of the goods or services, where the loan is from you or from a creditor with whom you have arrangements, then that loan agreement is automatically cancelled when the customer cancels the order.
- 3.48 Where a customer has used a credit, debit or store card to purchase the goods or service, the customer's agreement with the card issuer is not cancelled. All that happens is that the money should be credited back into the customer's account.

What specifically do I have to refund to the customer in the event of a cancellation?

- 3.49 The DSRs require a supplier to refund **any** sum paid by or on behalf of the consumer under or in relation to the contract to the person who made the payment. This means the full price paid for the goods including the cost of delivery must be refunded. The essence of distance selling is that consumers buy from home and receive goods at home. In these circumstances, almost every case of home shopping will involve a sending or delivery of the goods ordered and hence delivery forms an indivisible part of the same contract.
- 3.50 Where, however, you provided additional services such as gift wrapping or express delivery which a customer has specifically requested, then you may withhold the additional charges incurred by the customer for these services if the additional services have been provided under a separate contract and with the proviso that:
- you have had the customer's agreement to start the service before the end of the cancellation period, and
 - you have provided the customer with the required written information before you start the service, including information that the cancellation rights will end as soon as you start to carry out this additional service.

I sometimes provide additional products with the goods or services I sell. If a customer cancels the contract where I have provided additional products, am I entitled to recover them?

- 3.51 This would depend on the terms of the contract. For example, where an additional product was supplied with a package of goods which the customer purchased then, so long as the

customer expected to receive the additional product when they placed an order, the customer could be placed under a contractual duty to return the additional product on cancellation.

- 3.52 However you do need to make sure customers have agreed to acquire the additional product by placing an order, because if they have not, the product may be treated as unsolicited in which case your customers can keep it as though it was an unconditional gift.

Whose responsibility is it to look after the goods if an order is cancelled?

- 3.53 Your customers must take reasonable care of the goods while in their possession. Customers have a duty to return the goods to you or make them available for collection. The DSRs do not require customers to return the goods but if the contract says the customers must and they do not, you can charge the customer for the direct cost of recovery.

Who pays for returning the goods if an order is cancelled?

- 3.54 That depends on what you have agreed when the goods were ordered.
- 3.55 If you require the customer to return the goods and to pay for that return, you must make that clear in the contract and as part of the required written information, see paragraph 3.9 under 'Written and additional information.' If your customers then fail to return the goods, or send them at your expense, you can charge them the **direct costs**, that is the actual costs to you of recovery however you choose to recover the goods. You can deduct that charge only from the refund made to them but you

are not allowed to make any further charges, for example a restocking charge or any administration charges.

- 3.56 If you did not include these details in your agreement you cannot charge anything. In any event you cannot require a consumer to pay the cost of returning substitute goods.
- 3.57 If the goods are faulty or do not comply with the contract, you will have to pay for their return.

Can I insist on consumers who cancel an order within the cancellation period returning the items as new or in their original packaging?

- 3.58 No. Consumers are under a duty to take reasonable care of the goods while in their possession. The DSRs allow consumers to examine goods they have ordered. If consumers have done no more than examine the goods as they would have in a shop and if that requires opening the packaging and trying out the goods then they would not have breached their duty to take reasonable care of the goods. Under such circumstances you cannot insist on consumers returning the goods as new or in their original packaging. What you may consider with goods, such as earrings, which have hygiene seals is to say in your terms and conditions what you consider to be reasonable care (for example not removing the seals) when a consumer is examining such goods.

What is reasonable care?

- 3.59 Reasonable care is not defined by the DSRs. Every case would need to be considered on its merits. You may guide the consumer on what you consider is reasonable but this should not be so onerous as to make it difficult for the consumer to properly examine the goods, if necessary by testing them out.

How can I re-sell the goods as new if they have been opened and tested by the consumer?

- 3.60 The DSRs do not provide any general exception for the right to cancel on this score. Other than for the specific exceptions referred to above, consumers can exercise their right to cancel a contract and return the goods to you.

I sell goods to a customer by accepting the customer's item in part exchange as part of the contract. In the event of a cancellation what happens to the part exchanged goods I have accepted as part of the contract?

- 3.61 Where this is the case, you must return the part exchanged good(s) within ten days of the customer exercising the right to cancel. The part exchanged goods must be returned in as good a condition as when they were received by you. If you cannot do this, then the customer is entitled to recover from you a sum equal to the value you allowed for the goods.

I sell self-assembly products that a customer has to set up. Can I say that if a customer cancels the contract for the provision of such goods then they should be returned unassembled?

- 3.62 No. If disassembly is not possible, because for example, doing so will cause further damage to the item, then it can be returned or collected as it is. Customers are under a duty to take reasonable care of the goods while in their possession. If you consider that by assembling the product your customer has not taken reasonable care of it, then you have a right to pursue the customer for breach of statutory duty.

- 3.63 You may also advise customers what you consider to be reasonable care, but you need to be careful that any restrictions you place on customers are not so stringent that they prevent the customer from properly examining the goods.

After the deadline for cancellation has expired a customer claims that goods are faulty or services being supplied do not conform to the contract. Do I have to refund the customer's money?

- 3.64 In general the DSRs do not affect the consumer's rights under other legislation, for example under the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982, the Trade Descriptions Act 1968. If the goods provided or services supplied do not conform to contract and customers exercise their rights to reject them you will have to refund their money.
- 3.65 With goods, if the goods developed a fault within the first six months of being sold, it will be assumed that the fault was there when you sold the goods – unless you can show otherwise. You should not charge return costs for goods that have been rejected because they are faulty.
- 3.66 Where a replacement is offered for a faulty good that has been returned by the consumer, the cancellation rights under the DSRs would run for seven working days from the day after the day the consumer receives the replacement goods, provided you have previously complied with the information giving provisions in the DSRs – see paragraph 3.9 under 'Written and additional information.'

Inertia selling

- 3.67 Unsolicited goods or services may be treated as a gift and in the case of goods consumers have a right to retain or dispose of them as they see fit.

I want to send out some goods as a marketing exercise, is that allowed?

- 3.68 Yes, provided you do not ask for payment. Asking for payment for any unsolicited goods (or services) is an offence under the DSRs.

Payment by card

Protection from credit card fraud

- 3.69 The DSRs provide that if fraudulent use is made of a consumer's payment card when buying goods or services the consumer is entitled to cancel the payment and be reimbursed by the card issuer.
- 3.70 Similar protection exists under the Consumer Credit Act 1974 but the DSRs amend the Act to remove the ability of the card issuer to charge the consumer for the first £50.00 of loss arising from fraudulent use of the card in a distance contract.

4 COMPLYING WITH THE E-COMMERCE REGULATIONS

4.1 The ECRs govern the provision of Information Society Services. This is a term that covers any service normally provided for payment, at a distance, by means of electronic equipment at the individual request of a recipient of a service. For example, this includes any business that markets or sells goods or services to consumers (and business) on the internet. They also apply if you market or sell via interactive TV or phone texting.

4.2 The ECRs list information that you must supply about your business and prices charged when you advertise or sell. This includes:

- the full name of your business
- the geographic address at which your business is established
- your contact details, including an email address, to enable rapid direct and effective communication with you
- details of any relevant trade organisations to which you belong, if the register is open to the public, including the name of the register and your registration number or other means of identification on the register
- if your service is subject to an authorisation scheme, details of the relevant supervisory authority
- if you are a member of a regulated profession details of any professional body with whom you are registered, details of any professional titles you hold, details of the Member States in which the titles are granted and a reference to the professional rules and how they can be accessed
- VAT registration number if you are subject to VAT

- where you refer to prices, a clear and unambiguous indication of prices and whether the prices include associated taxes and delivery costs. **However it is important to note the requirement to quote prices inclusive of all taxes where you are engaging in activities that fall under the DSRs.**

4.3 The ECRs stipulate certain conditions for commercial communications. Commercial communication is any form of communication designed to promote, directly or indirectly, the goods, service or image of a company, organisation or person who is carrying out a commercial, industrial or craft activity or regulated profession. Communications which are independent reviews which are not paid for, or which only give direct access to the activity of the trader (eg a domain name or web address) are not included. All commercial communications you send or require someone else to send electronically on your behalf must:

- be clearly identifiable as a commercial communication
- clearly identify you as the person making the communication
- clearly identify any promotional offer (including any discount, premium or gift) and ensure that any conditions which must be met to qualify for it are easily accessible, and presented clearly and unambiguously
- clearly identify any promotional competition or game and ensure that any conditions for participation are easily accessible and presented clearly and unambiguously.

4.4 Where contracts are to be concluded by electronic means (other than by exchange of emails or by equivalent individual communications), you must also provide the following

information to consumers in a clear, comprehensible and unambiguous manner before an order is placed:

- the different technical steps to follow to conclude the contract
- whether or not the contract will be filed by you and whether the concluded contract will be accessible
- the technical means to enable consumers to identify and correct input errors prior to placing the order
- the languages offered for conclusion of the contract
- any relevant codes of conduct to which you subscribe and information about how they may be consulted electronically.

4.5 Where you provide terms and conditions applicable to the contract you must make them available in a way that allows the consumer to store and reproduce them.

4.6 All consumers who place orders through technological means (e.g. through a website or by email) need certainty about the terms of their order:

- a consumer must receive acknowledgement of the receipt of the order electronically without delay
- consumers must be provided with effective and accessible technical means allowing them to identify and correct input errors before their order is placed.

4.7 If a person has entered a contract to which the ECRs apply and has not been given means of allowing him/her to correct input errors, that person is entitled to rescind the contract (unless a court orders otherwise).

What if my business sells via mobile phone texts?

- 4.8 It is our view that if you are marketing or selling goods or services to consumers by sending messages in electronic form you could be providing Information Society Services and Commercial Communications as set out in the ECRs.

If I sell products electronically, do I also have to comply with the DSRs?

- 4.9 Yes. If you are a supplier for DSRs purposes, the ECRs apply in addition to your obligations under the DSRs. Where the two sets of Regulations cover similar ground, you must comply with both. Please refer to the section on the DSRs at the beginning of this publication.

What do I do if things still go wrong?

- 4.10 Sometimes even the best businesses have to deal with customers who are not satisfied with their purchase or who want their money back.
- 4.11 It is therefore important to know what a consumer's rights are and to try and deal with any complaints as quickly and as helpfully as possible. As well as reading this guide, you will also need to know about other legislation such as:

- Trade Descriptions Act 1968

This makes it an offence for a trader to apply a false description to any goods or to supply or offer to supply goods to which a false trade description is applied. It also makes it an offence for a trader knowingly or recklessly to make certain kinds of false statements about the provision of any service, accommodation or facilities.

- Sale of Goods Act 1979

This requires that traders must sell goods as they are described and of satisfactory quality. It also sets out remedies available to consumers if the products do not meet these requirements.

- Supply of Goods and Services Act 1982

This requires a supplier of a service acting in the course of a business to carry out that service with reasonable care and skill and, unless agreed otherwise, within a reasonable time and for a reasonable charge.

- Control of Misleading Advertisements Regulations 1988

These provide protection against misleading advertisements and also set out requirements for advertisements which make comparisons with competitors.

- Unfair Terms in Consumer Contract Regulations 1999

These provide that a term which has not been individually negotiated in a consumer contract is unfair and not binding on a consumer if, to the detriment of the consumer, it causes a significant imbalance in the rights and obligations of the parties.

4.12 There is more about these (and other) laws from the addresses listed under 'Where to go for more information.'

5 WHO ENFORCES THE DSRs AND ECRs?

The DSRs

- 5.1 The DSRs place a duty on the OFT and trading standards services to consider complaints about possible breaches of the DSRs. Where it is considered that a breach has occurred, these designated enforcement authorities have the power to apply for an injunction (or an interdict in Scotland), including an interim injunction, in the courts against the responsible person to obtain compliance with the DSRs. Businesses may choose to give undertakings about their compliance with the Regulations. In deciding whether to apply for an injunction or interdict, an enforcement authority may have regard to any undertaking given previously relating to compliance with the Regulations.

The ECRs

- 5.2 Under the Enterprise Act 2002 the OFT, trading standards services and other designated enforcers have powers to take enforcement action through the courts against businesses that breach the ECRs.
- 5.3 Part 8 of the Enterprise Act provides the OFT, local trading standards services and other bodies who may be specified by order with additional powers to enforce certain consumer protection legislation, through the civil courts, where there is harm to the collective interests of consumers. This legislation includes the DSRs and the ECRs. More information on Part 8 of the Enterprise Act can be found at:
[www.offt.gov.uk/Business/Legal/Enterprise/part + 8.htm](http://www.offt.gov.uk/Business/Legal/Enterprise/part+8.htm)
- 5.4 The OFT is committed to ensuring enforcement action is necessary and proportionate and that businesses are given a reasonable opportunity to put matters right before court action is

taken. The OFT follows the guiding principles set out in the Cabinet Office Enforcement Concordat which can be found at: www.cabinetoffice.gov.uk/regulation/public_services/concordat/enforcecon.asp

Where to go for more information

Background information, legislation and advice

The OFT

www.offt.gov.uk has a wealth of information about different trading laws and how they impact on businesses. As well as more on the DSRs there is information about the Enterprise Act.

The DTI

www.dti.gov.uk is the Department of Trade and Industry's website, with comprehensive background information and guidance on all aspects of running a business. It also provides guidance on the ECRs.

Trading standards

Advice on the law, local information and details of your nearest trading standards office can be found at www.tradingstandards.gov.uk

Business link

An independent body paid for by the DTI. Log onto: www.businesslink.gov.uk for guides to the Sale of Goods Act, consumer credit and more about fair trading and trade descriptions. There are useful pointers to creating online shops and web marketing.

Small businesses and business support

Small Business Service (SBS)

Kingsgate House
66-74 Victoria Street
London SW1E 6SW
Tel: 0845 001 0031
Website: www.sbs.gov.uk

Federation of Small Businesses (FSB)

Sir Frank Whittle Way
Blackpool Business Park
Blackpool Lancashire FY4 2FE
Tel: 01253 336000
Fax: 01253 348046
Website: www.fsb.org.uk

Chambers of Commerce

You can also contact your local Chamber of Commerce
Website: www.chamberonline.co.uk

Trade associations

Direct Marketing Association (DMA)

For businesses involved in direct marketing, the DMA also offers a conciliation and adjudication service on disputes. More on www.dma.org.uk

Direct Marketing House
70 Margaret Street
London W1W 8SS

Independent Committee for the Supervision of Standards of Telephone Information Services (ICSTIS)

www.icstis.org.uk
the website for ICSTIS, which regulates the content and promotion of premium rate telephone services.

4th Floor, Clove Building
4 Maguire Street
London SE1 2NQ
Tel: 020 7940 7974
Fax: 020 7940 7456

Mail Order Traders' Association (MOTA)

The trade association for mail order companies. Offers an arbitration service to members.

Drury House
19 Water Street
Liverpool L2 0RP
Tel: 0151 227 9496
Fax: 0151 227 9678

Advance payment protection schemes

Mail Order Protection Scheme (MOPS)

www.mops.org.uk

18A King Street
Maidenhead
Berkshire SL6 1EF
Tel: 01628 641930

The Newspaper Society

Regional and local newspapers' advance payment protection scheme
www.newspapersoc.org.uk

Bloomsbury House
74-77 Great Russell Street
London WC1B 3DA
Tel: 020 7636 7014
Fax: 020 7631 5119

Periodical Publishers' Association Ltd

Magazines' advance payment protection scheme.

www.ppa.co.uk

Queens House
28 Kingsway
London WC2B 6JR

PART III: LIST OF CONSULTEES

Advantage West Midlands

Advertising Association

Advertising Standards Authority

Advice UK

Addleshaw Goddard

Age Concern England

Age Concern Northern Ireland

Age Concern Scotland

Age Concern Wales

Alternative Services

Amazon European Public Policy

Amway (UK) Limited

AOL UK

Argos limited

Asda PLC

Asian Business Development Network

Association for Payment Clearing Services

Association of British Credit Unions Ltd

Association of British Insurers

Association of British Introduction Agencies

Association of British Travel Agents

Association of Building Hardware Manufacturers

Association of Disabled Professionals

Association of Independent Businesses

Association of Translation Companies

Automobile Association

Better Regulation Task Force

Black Enterprise

Booksellers Association

Britannia Rescue

British Association of Leisure Parks & Attractions

British Association of Removers

British Association of Toy Retailers

British Audio Dealers Association

British Bankers Association

British Ceramic Confederation

British Chambers of Commerce

British Cutlery and Silverware Association

British Electrotechnical and Allied Manufacturers' Association

British Federation of Audio Ltd

British Footwear Association

British Furniture Manufacturers Limited

British Gas Trading Limited

British Hardware and Housewares Manufacturers Association

British Hardware Federation

British Holiday & Home Parks Association

British Hospitality Association

British Interior Textiles Association

British Jewellery and Giftware Federation

British Leather Confederation

British Luggage and Leather Goods Association

British Music Rights

British Phonographic Industry

British Retail Consortium

British Toy and Hobby Association

British Telecommunications PLC

British Tourist Authority

British Vehicle Rental & Leasing Association

Brunel University (Professor Geoffrey Woodroffe)

Business Application Software Developers Association Ltd

Business Services Association

Butterworths, Trading & Consumer Law

Cable & Wireless Global

Central England Trading Standards Authorities (CEnTSA)

Centrica PLC

Chartered Institute of Marketing

Chartered Management Institute

Chinese in Britain Forum

Citizens Advice

Citizens Advice Belfast

Citizens Advice Scotland

Citizens Advice Wales

Claranet Limited

Clifford Chance

CMS (Mr Christopher J S Hodges)

COLT Telecom Group PLC Committee on the Administration of Justice (CAJ)

Communications Advertising & Marketing Education Foundation Limited

Computing Suppliers Federation

Confederation of British Industry

Consumer Credit Association

Consumer Credit Trade Association

Cosmetic Toiletry and Perfumery Association Ltd

Council for Registered Gas Installers

Creative Industries Association

Data Publishers Association

De Montfort University (Professor David Oughton)

De Montfort University (Chris Willet)

Department for Constitutional Affairs

Department of Enterprise, Trade & Investment NI – Deidre Smyth

Department of Enterprise, Trade & Investment NI – Michael Maxwell

Department of Media, Culture & Sport

Digital Content Forum

Direct Marketing Association(UK)

Direct Selling Association

Directory & Database Publishers Association

Disability Action

East of England Trading Standards Authorities (EETSA)

East Midlands Chief Officers Group (EMCOTS)

Electricity Association

Energis PLC

Energy Retail Association

Energywatch

Equality Commission for NI

Ethnic Minority Business Forum

EURIM

Faculty of Advocates

Federation of British Hand Tool Manufacturers

Federation of European Direct Marketing (FEDMA)

Federation of Petroleum Suppliers Limited

Federation of Tour Operators

Federation of Small Businesses FSB – Northern Ireland

Finance & Leasing Association

Financial Ombudsman Service Ltd

Financial Services Authority/Financial Services Consumer Panel

Foreign and Commonwealth Office

Forum of Private Businesses

France Telecom UK Limited

Gardenex: Federation of Garden and Leisure Manufacturers

General Consumer Council for Northern Ireland

Glass and Glazing Federation

Greeting Card Association

Guernsey Trading Standards

Health Food Manufacturers Association

Hire Association Europe

HM Treasury

HMV Group plc

House of Commons Library

Hutchinson 3G UK Ltd

IBM UK Limited

Iceland Foods PLC

Incorporated Society of British Advertisers

ICSTIS: Independent Committee for the Supervision of Standards of Telephone Information Services

Independent Energy UK Limited

Independent Food Retailers Confederation

Independent Footwear Retailers Association

Institute of Direct Marketing

Institute of Directors

Institute of Practitioners in Advertising

Institute of Public Relations

Institute of Sales Promotion

Internet Service Providers Association

Invest Northern Ireland

John Lewis Partnership

Kingston Communications (Hull) PLC

LACORS (Local Authorities Co-Ordinating Body of Regulatory Services)

Law Commission (Professor Hugh Beale)

Law Society

Law Society of Northern Ireland

Law Society of Scotland

Lighting Association

London Internet Exchange

LSE (Mr Hugh Collins)

LSE (Mr Colin Scott)

London Trading Standards Authorities (LOTSA)

MacRoberts Solicitors (Mhairi Macaulay)

Mail Order Traders Association

Manchester University (Mr Richard Bragg)

Marks and Spencer PLC

National Consumer Council

National Consumers Federation

National Federation of Retail Newsagents

National Newspapers Mail Order Protection Scheme Limited

North East Trading Standards Association (NETSA)

Ocado Ltd

Office of Communications

Office of the e-Envoy

Office of Gas & Electricity Markets

Office of the Information Commissioner

Orange Group

Outdoor Industries Association

Photo Marketing Association International

The Post Office

Power Gen

Premium Rate Association

The Promotional Merchandise Trade Association (PROMOTA)

Provision Trade Federation

The Rainbow Project

RAC

Retail Motor Industry Federation

Royal Institute of British Architects

Royal Institute of Chartered Surveyors

J Sainsbury PLC

St John's College (Mr Simon Whittaker)

Scotch Whiskey Association

Scottish Consumer Council

Scottish Hydro Electric

Scottish Law Commission

Scottish Motor Trade Association

Scottish Power

Scottish & Southern Energy PLC

Scottish Textile Network

Scottish Trades Union

Shaw Pittman LLP

Small Business Europe

Small Electrical Appliance Marketing Association

Society for Motor Manufacturers and Traders Ltd

Society of British Gas Industries

Society of Chief Officers of Trading Standards in Scotland (SCOTTSS)

Society of Motor Manufacturers & Traders Limited

South West England Regional Co-ordination of Trading Standards (SWERCOTS)

Telewest Limited

Tesco Stores Ltd

T-Mobile (UK) Ltd

Trade & Industry Select Committee

Trades Union Congress

Trading Standards South East (TSSE)

Trading Standards North West (TSNW)

University of Dundee (Mr Cowan Ervine)

University of Hull (Ms Deborah Parry)

University of Hull (Dr Christian Twigg-Flesner)

University of Nottingham (Mr Peter Cartwright)

University of Oxford (Professor Stephen Weatherill)

University of Sheffield (Mr Robert Bradgate)

University of Sheffield (Professor Geraint Howells)

VISA International Services Association

Vodafone Limited

Waitrose Ltd

Welsh Consumer Council

Welsh Local Government Association

Welsh Trading Standards Officer (WoTSA)

Which?

Which Legal Service Manager

Wine & Spirit Association of Great Britain and Northern Ireland

Women's Business Networks

Yorkshire and The Humber Trading Standards Group