

# Shopping from home

Your distance shopping rights explained



This leaflet sets out general guidelines. All legal rules have exceptions and variations. How the law applies to you depends on the facts of your case. If you think that you have a legal claim and cannot get a satisfactory answer from the trader you can get advice from Consumer Direct.

Contact details for Consumer Direct can be found at the back of this leaflet.

## **Shopping from home** **(or work or wherever you are...)**



Whether you're shopping using the internet, TV or telephone, from a catalogue or magazine advertisement, this leaflet tells you about your rights and also gives general advice about shopping from a distance.

# Look in this leaflet for

## Your rights and what you are entitled to

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- cancellation rights
- a full refund if you don't get the goods/service on time
- what isn't covered

## Simple tips to avoid problems

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- know where they're based
- write down details of the order
- pay safely
- understand your commitment

## What to do if things go wrong

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- the goods aren't delivered by the agreed date
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- the trader has gone out of business and you haven't received what you ordered
- the goods are lost or damaged during delivery
- you receive something you haven't ordered
- the price has gone up since you ordered
- you want to complain

## Contact information

# Your rights and what you are entitled to

## Clear information

**Before you order** you must be given the following pre-contract information:

- the name of the trader (and address if paying in advance)
- a description of the goods or service
- the full price including taxes
- details of any delivery costs
- how you can pay
- arrangements for delivery, or details of when the service will start
- information about your right to cancel.

**You should also be told:**

- the cost of the call if you have to use a premium rate telephone number
- for how long the price or any special offers will remain valid
- the minimum duration of the contract if goods or services are provided on an ongoing basis
- if the trader will provide a substitute if your order is out of stock or unavailable
- where you do not want the substitute goods, that the trader will bear the cost of you returning them.



**When you've placed an order** you should get written confirmation (for example, fax, email or letter) of the pre-contract information (see bullet points 1-7 under 'Clear information'). You should also receive written information giving:

- the trader's geographical address
- details of any guarantees and after sales service
- how you can cancel and by when
- if you decide to cancel, who will pay the cost of returning any goods
- the consequence of agreeing to a service starting before the end of the usual seven working day cancellation period
- how to cancel an on-going contract that doesn't have a fixed finishing date or will last longer than a year.

But the trader does not have to send you this information again if it has already been provided in writing, for example, through a catalogue or advertisement.

## Cancellation rights

You usually have the right to cancel without giving any reason. You must tell the trader in writing (by fax, letter or email) if you want to cancel (there's a form that you can use on the inside back cover of this leaflet). How long you have to



cancel an order depends on when you received the required written information. The cancellation period starts as soon as the contract has been agreed and ends:

- **for goods** – after seven working days counting from the day after the day the goods are delivered
- **for services** – after seven working days counting from the day after the day the contract is agreed (though you may not have the right to cancel if you've agreed to the service starting earlier).

If you do not receive the required written information at the right time, you may have extended cancellation rights. If you think this is the case, contact Consumer Direct (see contact details at the back of this leaflet).

If you cancel an order, the trader must refund your money as soon as possible and in any case within 30 days at the latest. You may be required to send back the goods and pay the costs of doing so (if you were told about this as part of the written information). You must take reasonable care of the goods while they are in your possession, package the goods carefully and send them back to the trader using a reliable delivery service.

You **don't** have the right to cancel if the order is for:

- goods or services where the price depends on fluctuations in the financial markets which cannot be controlled by the trader
- goods made to your own specification or clearly personalised, such as custom-made blinds or curtains. But this exception does not apply to upgrade options such as choosing alloy wheels when buying a car or opting for add-on memory when ordering a PC
- goods that by their nature cannot be returned
- perishable goods like fresh foods or fresh cut flowers
- newspapers, periodicals or magazines
- gaming, betting or lottery services
- audio or video recordings or computer software that you have unsealed.



## **A full refund if you don't get the goods/service on time**

The trader must deliver goods or carry out the service within the period agreed with you or, if no period was agreed, within 30 days of the order being placed. If this doesn't happen you are entitled to a full refund unless you agree to give them more time. The trader must refund your money within 30 days.

## **What isn't covered**

Home shopping rights only cover goods or services you buy from traders without face-to-face contact. There are many exceptions that are not covered by these rights.

## **They do not cover:**

- financial services like insurance or banking. The Financial Services Authority (FSA) regulates financial services businesses – go to [www.fsa.gov.uk](http://www.fsa.gov.uk) or call 0845 606 1234
- auction sales, including online and interactive TV auctions. However, some sales on auction sites, such as 'buy it now' sales, are covered. It depends on when and how the sale occurs. Contact Consumer Direct for more information (see contact details at the back of this leaflet)
- vending machine purchases
- contracts involving the sale of land
- use of a public pay phone.

## **Most of these rights do not cover:**

- food, drink or other goods intended for everyday consumption delivered by regular roundsmen, for example, a milkman (but ordering groceries online is covered)
- contracts for accommodation, transport, catering or leisure services, which are arranged for a specific date or within a specific period, for example, train, airline or concert tickets or hotel bookings
- timeshare agreements and package holidays.

## Simple tips to avoid problems

Here are some simple tips to help your home shopping go smoothly:

### Find out the full name of the trader

The more you know about the trader, the better. It seems obvious, but traders with good reputations usually have them because they give good service. Try to find out about a trader before paying in advance. If the trader is a member of a trade association it's usually easier to resolve any disputes fairly. Contact Consumer Direct for more information (see contact details at the back of this leaflet).

Some trade bodies and trade associations have had their code of practice approved by the OFT. Traders that are members of these associations are committed to providing high levels of customer service and to treating you fairly if problems arise.



For more information and to find traders that are signed up to the scheme, please visit [www.of.gov.uk/codes](http://www.of.gov.uk/codes)



## **Know where they're based**

Get their geographical address - you'll need it if you want to complain, and your rights vary depending on where you're buying from. Don't assume an internet trader is based in the UK just because its web address has 'uk' in it – check out the geographical address and phone number. EU countries have similar legislation to the UK. But you'll find it much more difficult to solve problems or disputes outside the EU. If you want to be especially cautious, you can look at government consumer rights internet sites for the country concerned. There is also a website for consumers to register cross-border e-commerce complaints: [www.econsumer.gov](http://www.econsumer.gov).

## **Keep a note**

Again, it sounds obvious - but we all forget sometimes when we're in a hurry. A record of names, addresses and dates will save you a lot of time if you have a problem or query. If possible save all information about your order. This may include pages from the trader's website (for example, the advertisement), the completed order form, and any emails.

## Pay safely

It is rare that you will be asked to pay cash before you receive goods. Be very cautious if you are. You may have some extra protection if you pay by credit card. If you have a claim against the trader for breach of contract or misrepresentation - for example, if goods were not delivered, or were faulty - you may also have a claim against your credit card issuer. This could also be useful if the trader stops trading. This applies to goods or services costing more than £100 for one item (but less than £30,000), even if you have only used your card to pay a deposit. Remember, you do not have the same protection if you pay by a debit or charge card.

If your credit, debit or store card is fraudulently used in connection with a distance selling transaction, you are entitled to cancel payment and be reimbursed by the card issuer.

For safer internet shopping, look out for the closed padlock symbol. This is used in Microsoft and Netscape browsers to show that a site is secure.



## Understand your commitment

Always check the small print before agreeing to a contract that could have on-going commitments, such as a mobile phone or satellite TV contract or a book club subscription. Find out what you have to buy, for how long and how easy it is to cancel.

**If it looks too good to be true, it usually is.**

# What to do if things go wrong

## The goods are faulty

If the goods are faulty, not as described or of unsatisfactory quality you can reject them and get your money back plus the cost of returning the goods. Or you can ask for a repair or a replacement.

If the goods develop a fault in the first six months, it will be assumed that the fault was there when you bought them unless the trader can show otherwise.

Don't forget that guarantees only add to your legal rights, they don't replace them.

## The goods aren't delivered by the agreed date

If the goods don't arrive you're entitled to a full refund or to ignore the order if you haven't paid. The refund should be made as quickly as possible and in any case within 30 days.

If you didn't agree a date, the goods must be delivered within 30 days of your order unless you accept something different.

## The goods or service aren't what you ordered

If the goods or service aren't what you ordered, you're entitled to a full refund and the trader must pay the cost of return.



## **The trader has gone out of business and you haven't received what you ordered**

If a trader stops trading and you haven't received your goods – but you've already paid for them – there is a risk you might lose your money, unless you paid by credit card.

However, you might be able to get a refund if you bought things from a newspaper or magazine that runs an advance payment protection scheme.

Contact Consumer Direct for more information (see contact details at the back of this leaflet).

## **The goods are lost or damaged during delivery**

If the goods are lost or damaged during delivery from the trader, the trader must send you a replacement or not charge you the cost of the goods.

## **You receive something you haven't ordered**

If a trader sends you goods when you haven't placed an order, you are under no obligation to pay for them or send them back.

In fact it's against the law to send unsolicited goods or provide services you haven't asked for and then ask for payment.

Contact Consumer Direct (see contact details at the back of this leaflet) if this happens to you.

## **The price has increased since you ordered**

If the trader tries to increase the price after you have ordered, then you have the right to cancel your order.

Contact Consumer Direct if the written information you were given was incorrect, or the trader's terms imply they have wide and unlimited rights to put the price up, as they may have broken the law.

## **You want to complain**

Tell the trader about your problem first. If they don't sort it out to your satisfaction then you can complain to a trade association if they belong to one.

Consumer Direct may also be able to help you. They can provide you with clear, practical consumer advice on how to resolve a consumer problem and what action you can take against a trader.

**This leaflet gives general guidance about your legal rights when shopping from home and isn't intended to be a full description of the law.**

**If you want to know about the Distance Selling Regulations or other relevant legislation in more detail, contact Consumer Direct (see contact details at the back of this leaflet).**

# Contact information

If you require consumer advice or information on specific consumer rights, please contact Consumer Direct.

Consumer Direct is a telephone and online advice and information service for consumers in Great Britain, supported by the Office of Fair Trading in partnership with Trading Standards Services.

To contact Consumer Direct call 08454 04 05 06 or visit [www.consumerdirect.gov.uk](http://www.consumerdirect.gov.uk)



# Cancellation Form

To:

Trader's name

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Address

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From:

Name

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Address

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I/we\* hereby give notice that I/we\* wish to cancel my/our\* contract.

Trader's reference number/code/  
other identifier\*:

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Signed:

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Date:

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\* delete as appropriate

- Consumer tips
- Consumer knowhow
- Consumer credit

The information contained in this booklet is available in other formats. Please contact 0800 389 3158 for details.

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