



Consumer Protection Regulations

All carpet and upholstery cleaners will be covered by the Consumer Contracts Regulations 2013 and the Consumer Protection (amendment) Regulations 2014 when dealing with domestic clients. These regulations cover all contracts made with consumers. Which section of the regulations are relevant to each contract will depend where and how the contract is made.

These regulations were formerly commonly referred to as the “Doorstep Selling Regulations”. The new regulations which come in to force on the 13th June 2014 cover all consumer contracts, not just those made in a consumers home, so are now collectively referred to as the “Consumer Protection Regulations”.

Full details of the regulations can be found at the websites:
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/265898/consumer-contracts-information-cancellation-and-additional-payments-regulations-2013.pdf
and:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/300129/bis-14-693-consumer-protection-amendment-regulations-2014.pdf

The following is a summary of these regulations and the steps members must take to comply with these regulations.

Types of Consumer Contracts

There are 3 types of consumer contracts:

- On-Premises Contracts
- Off-Premises Contracts
- Distance Contracts

Each type of contract requires you to provide different information to the consumer and is subject to different rights of

cancellation, etc.

1. On-Premises Contracts

These are defined as all contracts which do not fall in to the category of Off Premises or Distance Contracts.

This includes contracts made when you visit a clients' home to provide a quotation, where you leave details of the proposed contract with the consumer (your quotation) or send them one later, allowing them to decide and enter in to a contract when they are ready to do so, for example by telephone. However, if the consumer agrees to the contract immediately after you have left their home the contract will become an Off Premises Contract, (see below).

If a consumer enters in to an On Premises contract the information you need to provide is less than that required for Off Premises or Distance Contracts and you do not need to offer a "cooling off" period during which they have cancellation rights.

For more information please see:

[http://www.ncca.co.uk/members/downloads/TS On-Premises Contracts.pdf](http://www.ncca.co.uk/members/downloads/TS_On-Premises_Contracts.pdf)

2. Off-Premises Contracts

This includes contracts made in a consumers' home, for example when you visit to provide a quotation and the consumer agrees to have the work done whilst you are there, or immediately after you have left.

You are required to provide additional information to the consumer over and above that required for On Premises contracts. This includes but is not limited to;

- a) Instructions on how to cancel the contract including access to a cancellation form which complies with regulations. Model cancellation forms are available.
- b) The time limits for cancellation (from 13 June 2014 this is 14 days).
- c) The fact that they will be required to pay reasonable costs of the service performed within the cancellation period if they expressly request that you start the work before the cancellation period has expired.

For more information please see:

3. Distance Contracts

Distance Contracts are those contracts made when you do not meet with a consumer, but they negotiate and agree a contract with you via an “organised distance scheme” such as by telephone, post or over the internet.

An organised selling scheme would include, for example, an on line booking form on your website, postal campaign with a booking form included or a telephone sales initiative where you call prospective or existing clients with a special offer.

A single customer calling you and booking by telephone would not be classed as a distance contract as you have no organised scheme, so this would be classed as an Off Premises contract.

You are required to provide additional information to the consumer over and above that required for On Premises contracts. This is very similar to the information required for Off Premises contracts, but not identical and includes but is not limited to;

- a) Instructions on how to cancel the contract including access to a cancellation form which complies with regulations. Model cancellation forms are available.
- b) The time limits for cancellation (from 13 June 2014 this is 14 days).
- c) The fact that they will be required to pay reasonable costs of the service performed within the cancellation period if they expressly request that you start the work before the cancellation period has expired.

Contracts where the consumer has specifically requested the trader to call to carry out urgent repairs or maintenance are exempt from these cancellation requirements. However, this exemption will not apply to other goods or other services provided at the same time.

For more information please see:

[http://www.ncca.co.uk/members/downloads/TS Distance Contracts.pdf](http://www.ncca.co.uk/members/downloads/TS_Distance_Contracts.pdf)

What happens if a customer cancels a contract?

Normally, if a customer cancels a contract covered by the regulations within the cooling-off period they don't have to pay anything. If they have already made an advance payment - such as a deposit - you must normally repay this. Any related credit agreement is also cancelled. However, your customer must also pay back any credit they have received.

Please note: This summary is not an authoritative interpretation of the law and is intended only as guidance. Further information can be obtained from your local authority or trading standards department.

Further guidance for complying with the Consumer Protection Regulations issued by the Department for Business Innovation and Skills can be found at;

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/310044/bis-13-1368-consumer-contracts-information-cancellation-and-additional-payments-regulations-guidance.pdf