

YOUR RIGHTS WHEN BUYING AT A DISTANCE

Buying at a distance includes online, from a catalogue, by post, fax, mobile, over the telephone or from a TV shopping channel or interactive TV.

The information below explains what rights you have when you buy at a distance and what you should expect from traders.

When you buy items at a distance, your consumer rights will apply in exactly the same way as if you bought the item on the high street. **The Sale of Goods Act says that the items must be**

- ➔ as described – fit the description given by the retailer
- ➔ of satisfactory quality
- ➔ fit for purpose – suitable for the purpose the item was sold for.

When you buy at a distance (under the Distance Selling Regulations) you also have the right to

- ➔ information about the trader, the goods and services and your rights before you buy them
- ➔ written confirmation of this and additional information before or soon after you have made your purchase

- ➔ a cancellation period of seven working days – starting from the day after you receive the goods or from the day after you concluded a contract for services – and a full refund (including standard delivery charges) to be paid as soon as possible but at least within 30 days of cancellation
- ➔ goods being delivered or services being provided within 30 days after the date of order, unless you agree to a different delivery timeframe
- ➔ a full refund within 30 days if the goods or services are not provided within 30 days or the agreed date, if later.

These rights do not apply to all contracts and, in some contracts, only some of the rights apply. **Types of contracts in which these rights do not apply are**

- ➔ financial services such as insurance or banking
- ➔ online auctions (apart from fixed price purchases)
- ➔ vending machine purchases
- ➔ contracts involving the sale of land
- ➔ purchases made from other consumers.

MORE ABOUT CANCELLATIONS

If you change your mind about wanting an item within the seven day cancellation period, you can cancel your order, send the goods back and ask for your money back. The trader is not allowed to deduct a restocking charge or administration fee for returned goods. You may be required to pay for the cost of returning the goods if you are told about this in the pre-contract information and it is a term of the contract.

Remember you must take reasonable care of the goods you are returning.

You are not allowed to send back the following

- ➔ computer software, CDs or DVDs if they are unsealed
- ➔ personalised / made to order items (for example an engraved item)
- ➔ perishable items such as food or flowers
- ➔ goods or services where the price depends on changes in the financial markets
- ➔ newspapers or magazines
- ➔ goods which, by their nature, cannot be returned.