

# DOORSTEP SELLING REGULATIONS

Aberdeenshire Council  
Trading Standards



The Cancellation of Contracts made in Consumer's Home or Place of Work etc Regulation 2008, commonly known as the Doorstep Selling Regulations, apply to businesses that sell door to door or enter in to a contract in a consumer's homes such as home improvement or repair businesses.

The Regulations provide for a 7 day cooling off period and if the Regulations are not complied with there is no obligation on the consumer to pay for the work provided.

If the visit is solicited, in that the consumer has requested the trader visits or the visit is prearranged, the Regulations will still apply in full.

## **Main Requirements:**

- Applies to most contracts above £35
- Applies where a consumer has entered in to a contract at the consumer's home or place of work.
- Applies to goods and services.
- A cancellation notice must be provided.
- The consumer has 7 calendar days from the date when he receives the cancellation notice to cancel the contract.
- A consumer can cancel the contract without reason or explanation and the right cannot be restricted by a term of the contract.
- If the Regulations are not complied with the contract is unenforceable and offences may have been committed.

## **Notice of Right to Cancel:**

A written cancellation notice must be provided to the consumer at the same time the contract is entered in to and should be incorporated in to the written contract if one exists.

## **The notice must:**

- Be headed "Notice of Right to Cancel"
- Be dated
- Be easily legible
- Identify the business
- If applicable contain the contract reference number.
- Contain a statement that the consumer has a right to cancel the contract if he wishes and that this right can be exercised by delivering, or sending (including by email) a cancellation notice to the business at any time within the period of 7 days starting with the day of receipt of the Notice of Right to Cancel.

- The name and address (including email) of who the notice of cancellation should be sent to.
- A statement that the notice of cancellation is deemed to be served when it is posted or sent by email.
- A statement that the consumer can use the cancellation form if he wishes.

**Cancellation Form:**

The following detachable cancellation form must be included in the “Notice of Right to Cancel”;

If you wish to cancel the contract you MUST DO SO IN WRITING and deliver personally or send (which may be by electronic mail) this to the person named below.

You may use this form if you want to but you do not have to.

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT)

To:.....

(name and address of the person or business the notice may be given / sent to)

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel my/our (delete as appropriate) contract ..... (trader to insert reference number etc to enable the contract to be identified or the name and address of the consumer)

Signed.....

Name & Address .....

Date .....

The Notice of Cancellation must not be hidden away in the small print of a contract and must be as prominent as other contractual information.

**Starting Work Within the Cancellation Period:**

If the consumer requires the service to commence before the 7 day cancellation period has lapsed consent must be obtained from the consumer in writing. This should be qualified by a statement indicating that if the consumer cancels after

signing the consent form but before the 7 day period has lapsed the consumer may be required to pay for the goods or services supplied.

### **Enforceability**

Unless a Notice of Right to Cancel has been provided including all the required information the contract is not enforceable against the consumer. The consumer will be under no obligation to pay for the goods or services provided.

### **Offences**

An offence under the Doorstep Selling Regulations is committed if a Notice of Right to Cancel is not provided.

Offences related to doorstep selling can also be committed under the Consumer Protection from Unfair Trading Regulations 2008 where:

- A trader makes a threat of legal action which cannot legally be taken (e.g. if the contract is unenforceable because a Notice of Right to Cancel has not been provided).
- A trader ignores a request to leave a consumer's home during a sales visit.
- A trader makes persistent and unwanted solicitations by phone, email etc.

The penalty on conviction is a maximum fine of £5000 per offence.

Offences can also be committed under the Companies Act 2006 where a trader fails to disclose his name and address on business documents such as invoices and receipts. The penalty on conviction is a fine of up to £1000.

### **FURTHER ADVICE IS AVAILABLE FROM:**

Aberdeenshire Council  
Trading Standards Service.  
Gordon House, Blackhall Road,  
Inverurie, AB51 3WA  
Tel: 01467 628323 Fax: 01467 628117

Aberdeenshire Council  
Trading Standards Service.  
10 Commerce Street, Fraserburgh  
AB43 9AQ  
Tel: 01346 510505 Fax: 01346 510484

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