

New to Distance selling? What you need to know

Distance selling covers the sale of goods, services or digital content where there is no face-to-face contact with consumers

- online
- phone
- mail order
- TV shopping channel
- interactive TV

Broadly speaking:

- you must provide consumers with certain information before the contract is made
- you must obtain the consumer's clear agreement if you want to charge for additional items (no pre-ticked boxes in the contract)
- customer helplines must cost no more than the basic rate
- you have obligations on delivery, including the point at which the consumer becomes responsible for the goods

Obligations apply if you sell or supply consumers with goods or digital content that are not of satisfactory quality, not as described or not fit for purpose, or if you provide services that are below standard.

What's not covered?

The Regulations are broad, but they don't cover all contracts.

Information you must give

There is some very specific information you must give to consumers, including

- your trading address,
- pricing,
- complaint-handling policy and cancellation rights.

It must be clear, legible and understandable, and be appropriate for the way you distance sell. This information must be given before you enter into an agreement with the customer. If you do not give certain parts of this information the consumer does not have to pay.

Electronic contracts

Where a contract is completed electronically and also places the customer under an obligation to pay, you must use 'pay now', 'buy now' or similar wording at the point where they click to pay. If you don't do this, the contract is not legally binding on the customer.

If you ring the consumer to complete the contract, you must first give your identity and the reason for your call.

After the contract is made you must give the consumer all the information indicated above, unless you provided it before the contract was concluded. Note that this information forms part of the contract you have with the consumer (and must be paper or email)

Cancellation rights

There are certain contracts that a consumer does not have the right to cancel, and a consumer's actions can affect their right to cancel.

For other contracts, generally speaking, consumers have the right to cancel a contract at any time and for any reason within a 14-day cancellation period.

The rules on cancellation are much more detailed than this, however, so call Hertfordshire trading Standards for more detailed advice on 01707 281401.

If the consumer handled the goods more than was necessary to decide if they were suitable, you may be able to recover compensation from the consumer up to the contract price

Additional payments

You must always get the consumer's clear agreement if you want to charge an additional payment for something that is linked to the main contract - for example, gift-wrapping or quick delivery.

Helpline phone charges

If you provide a telephone helpline you can only charge the 'basic rate'. Consumers who have paid more than the basic rate can claim the extra from you.

Delivery and risk

Unless you both agree otherwise, you must deliver the goods to the consumer. This should be on the agreed delivery date, without undue delay, or not more than 30 days from the day the contract was made, depending on the contract.

You remain responsible for the goods until the consumer, or someone they have nominated, takes possession of them.

This is a complicated area, for more advice please contact Hertfordshire Trading Standards for more detailed guidance Telephone: 01707 281401. Open 9am - 5pm Monday to Friday.

<https://www.businesscompanion.info/en/quick-guides/distance-sales/consumer-contracts-distance-sales>