

Postage, delivery and Cancellations

Wherever a charge applies for delivery or collection arrangements, it must be:

- clear
- statements about charges and arrangements must not be misleading

For sales made at a distance, there are rules that apply to the cost of outward and return delivery when the consumer cancels the contract, and there are also rules about loss or damage in transit.

Where a delivery charge applies, you must inform the consumer of this fact as well as stating the amount of the charge. You must also provide information about the arrangements for delivery, including the time by which you will deliver the goods.

Where the consumer has the right to cancel, you must provide information about the procedures for exercising the right to cancel.

In cases where you cannot reasonably calculate delivery charges in advance, you need only inform the consumer that there will be a delivery charge

If you calculate delivery charges in a different way - for example by making a charge per order regardless of how many items are purchased, you may state those charges separately from the price of the goods.

Consumers should be able to access information about delivery charges, including the amounts of those charges, as soon as they see the product description and price.

The consumer should not have to take any actions towards making a purchase (such as placing goods in a basket, providing personal information to you or setting up an account) in order to obtain full pricing information, including delivery charges. It is, acceptable to ask the consumer for limited information, such as the country of delivery or the first part of the postcode.

You must provide the additional information about arrangements for delivery, and the details of how to return goods, before the consumer has purchased the goods. If those arrangements are unusual, then they must be explained to the consumer.

You must not mislead consumers about the locations to which goods can be delivered.

If a consumer sees delivery advertised to 'the UK', they are entitled to assume that this means the whole of the UK, and not just part of it;

- UK / United Kingdom the whole of England, Scotland, Wales and Northern Ireland, including mainland and all islands, and including Scottish Highlands
- GB / Great Britain the whole of England, Scotland and Wales, including mainland and all islands, and including Scottish Highlands
- Mainland GB includes England, Scotland and Wales, including all of the Great Britain landmass and including land connected by road / rail (such as Skye and Anglesey) but not including islands accessible only by water / air transport. Do not use 'Mainland UK' unless Northern Ireland is included
- Highlands and Islands there is no single definition of 'Highlands and Islands', so you must state clearly which areas are included / excluded - by postcode, for example

Cancellation by the consumer

Where the consumer buys at a distance or makes an off-premises contract, they usually have the right to cancel the contract without giving a reason. The cooling-off period, during which this right can be exercised, is 14 days from delivery. Where the consumer uses the right to cancel, the trader must refund the price paid, plus the standard outward delivery charges.

If the consumer has paid for a premium delivery service, you need only refund the amount which would have been charged for the least expensive type of standard delivery available to that consumer.

If the consumer had to pay a higher delivery charge than your least expensive method, solely because of the delivery location, then the whole of that delivery charge must be refunded.

If a consumer has the right to cancel an order because there is something wrong with the goods, for example they are faulty or not as described, then they are entitled to a full refund of all delivery charges, including premium delivery charges.

Return delivery charges

Where the consumer exercises the right to cancel, return delivery costs are your responsibility unless you informed the consumer, before the contract was made, that they would have to return goods on cancellation.

Where the consumer has the right to return goods - for example, because they are faulty or misdescribed - they are entitled to have the goods collected free of charge or to be reimbursed for the reasonable costs of returning them.

Loss or damage in transit

When you agree to deliver goods to a consumer, the risk of loss or damage in transit lies with you. You must not offer consumers protection against loss or damage (such as 'insured delivery') at an extra cost.

Further information

The Highland Council, on behalf of the Consumer Protection Partnership, has launched a new website - www.deliverylaw.uk which explains the law around delivery charges and has separate sections for consumers, businesses and practitioners.

The Advertising Standards Authority / Committee of Advertising Practice (ASA / CAP) have published guidance on their rules covering delivery charges and have also issued Enforcement Notice: Advertised Delivery Restrictions and Surcharges.

Guidance notes on the Packaging (Essential Requirements) Regulations 2015 have been produced by the Department for Business, Energy and Industrial Strategy (BEIS, which was known as the Department for Business, Innovation and Skills at the time) and can be found on the GOV.UK website, where you can also find information on producer responsibilities.

For more information on the requirements for Distance and off-premises contracts contact Hertfordshire trading Standards business advice line on 01707 281401