

# DISTANCE SELLING REGULATIONS: YOUR CONSUMER RIGHTS

From 31st October 2000, the Distance Selling Regulations give new protection to consumers who shop by phone, mail order, on the internet, or digital TV:

- The right to receive clear information about goods and services before deciding to buy;
- Confirmation of this information in writing;
- A cooling off period of seven working days in which the consumer can withdraw from the contract;
- Protection from credit card fraud;

## The new rules do not apply to:

- Construction and sale of property
- Financial services
- Vending machines and pay-phones
- Auctions

## Consumers cannot cancel an agreement or return goods for:

- Services which begin, with the consumer's agreement, before the end of the cancellation period
- **Goods made to the consumer's personal specifications**
- Goods which by reason of their nature cannot be returned or are liable to deteriorate rapidly (eg. flowers or fresh foods)
- **Sealed audio or video recordings or computer software which have been opened by the consumer**
- Newspapers, periodicals or magazines
- Betting, gaming or lottery services

## New regulations for business to consumer distance selling

If you sell goods or services to consumers **The Consumer Protection (Distance Selling) Regulations 2000** may apply to your business:

- on the internet or digital television
- by mail order, including catalogue shopping
- by phone
- by fax

Key features of the regulations:

- the consumer must be given clear information about the goods or services offered
- after making a purchase the consumer must be sent confirmation
- consumer has a cooling-off period of 7 working days
- new powers for local Trading Standards Departments and the OFT

## Introduction

The Consumer Protection (Distance Selling) Regulations 2000 (SI 2000 No. 2334), transpose into UK law Directive 97/7/EC on the protection of consumers in respect of distance contracts. The scope of the Regulations is very broad. They cover both goods and services, where the contract is made without any face to face contact between supplier and consumer.

Many businesses already use terms and conditions that meet these regulations, but all need to check that they do comply. The purpose of the Directive is to increase consumer confidence and so strengthen the single European market by providing an agreed minimum level of consumer protection throughout the EC. The aim of the cooling-off period is to give consumers an opportunity to examine the goods or services being offered, as they would have when buying in a shop.

The right to cancel is fundamental, however this is balanced in the Regulations by the consumer's responsibility to take care of the goods before returning them. The Directive does not apply to business to business transactions.

## Prior information

The seller must provide clear and comprehensible information to enable the consumer to decide whether to buy. This must include:

- the seller's name and, if payment is required in advance, his/her postal address
- a description of the goods or services
- the price including all taxes
- delivery costs where they apply
- arrangements for payment
- arrangements and date for delivery
- the right to cancel the order
- how long the offer or the price remains valid

## Arcade Software specific details

the seller's name and, if payment is required in advance, his/her postal address

*Arcade Software, (Mr A Wright—Proprietor) 142 Langford Road, Trowbridge, Wiltshire, BA14 8NU, UK.*

- a description of the goods or services

*Our software products AND other services are described on individual pages. Further information can be obtained by email, phone, fax, or post*

- the price including all taxes

*Software application prices are shown inclusive of TAX but not inclusive of post and packaging, which is shown as £2.95 flat rate (per item, UK Postal Services only)*

- delivery costs where they apply

*There is a flat fee of £2.95 each, for all software titles. (Current price for delivery within the UK as of 05/08/2007)*

- arrangements for payment

*Cash (in person or recorded delivery), Cheque or Postal Order (payable to Mr A Wright) and PayPal.*

- arrangements and date for delivery

*Delivery is made by "recorded delivery" within 21 days of receipt of order.*

the right to cancel the software order

*The purchaser has the right to cancel the order at any time OR to return the software **providing the software packaging has not been opened in accordance with the regulations (see this page)**. In either situation, the purchaser will receive a full refund excluding the postage and packing charge.*

- how long the offer or the price remains valid

*Our software products are occasionally offered at discount prices. When this is so, it will be stated, in a prominent position, how long the offer remains valid. Should there be a price increase, we will honour ANY orders made after the official date of increase for a period of 14 days*

- Ordering and Cancelling Services provided such as websites, etc

*Customers purchasing custom websites will be expected to pay 50% deposit with the balance payable upon completion. Basic websites must be paid for in full. Cancellations are accepted within three days of paying the deposit. A full refund will be given, although we reserve the right to make a charge for time spent creating the website or for goods and services purchased, such as domain names / website server space, which will be deducted from the deposit amount.*

- Payment for Site and home visits

*The customer will be expected to pay the balance owing (at the current hourly rate, as of 05/08/2007 this is £25 per hour) before the technician leaves site. The hourly rate is chargeable for all visits to home or office based customers. Where a part hour is encountered, the fee will be made up to the nearest half hour. We reserve the right to charge 25p per mile for site visits over a 25 mile radius from Trowbridge.*

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