
STATUTORY INSTRUMENTS

2013 No. 3134

**The Consumer Contracts (Information, Cancellation
and Additional Charges) Regulations 2013**

PART 4

Protection from inertia selling and additional charges

Inertia selling

39. Before regulation 28 of the Consumer Protection from Unfair Trading Regulations 2008(1). (and in Part 5 of those Regulations) insert—

“Inertia selling

27A.—(1) This regulation applies where a trader engages in the unfair commercial practice described in paragraph 29 of Schedule 1 (inertia selling).

(2) The consumer is exempted from any obligation to provide consideration for the products supplied by the trader.

(3) The absence of a response from the consumer following the supply does not constitute consent to the provision of consideration for, or the return or safekeeping of, the products.

(4) In the case of an unsolicited supply of goods, the consumer may, as between the consumer and the trader, use, deal with or dispose of the goods as if they were an unconditional gift to the consumer.”.

Additional payments under a contract

40.—(1) Under a contract between a trader and a consumer, no payment is payable in addition to the remuneration agreed for the trader’s main obligation unless, before the consumer became bound by the contract, the trader obtained the consumer’s express consent.

(2) There is no express consent (if there would otherwise be) for the purposes of this paragraph if consent is inferred from the consumer not changing a default option (such as a pre-ticked box on a website).

(3) This regulation does not apply if the trader’s main obligation is to supply services within regulation 6(1)(b), but in any other case it applies even if an additional payment is for such services.

(4) Where a trader receives an additional payment which, under this regulation, is not payable under a contract, the contract is to be treated as providing for the trader to reimburse the payment to the consumer.

Help-line charges over basic rate

41.—(1) Where a trader operates a telephone line for the purpose of consumers contacting the trader by telephone in relation to contracts entered into with the trader, a consumer contacting the trader must not be bound to pay more than the basic rate.

(2) If in those circumstances a consumer who contacts a trader in relation to a contract is bound to pay more than the basic rate, the contract is to be treated as providing for the trader to pay to the consumer any amount by which the charge paid by the consumer for the call is more than the basic rate.