
STATUTORY INSTRUMENTS

1987 No. 2117

**The Consumer Protection (Cancellation of Contracts
Concluded away from Business Premises) Regulations 1987**

Cancellation of Contract

4.—(1) No contract to which these Regulations apply shall be enforceable against the consumer unless the trader has delivered to the consumer notice in writing in accordance with paragraphs (3) and (4) below indicating the right of the consumer to cancel the contract within the period of 7 days mentioned in paragraph (5) below containing both the information set out in Part I of the Schedule to these Regulations and a Cancellation Form in the form set out in Part II of the Schedule and completed in accordance with the footnotes.

(2) Paragraph (1) above does not apply to a cancellable agreement within the meaning of the Consumer Credit Act 1974 or to an agreement which may be cancelled by the consumer in accordance with terms of the agreement conferring upon him similar rights as if the agreement were such a cancellable agreement.

(3) The information to be contained in the notice under paragraph (1) above shall be easily legible and if incorporated in the contract or other document shall be afforded no less prominence than that given to any other information in the document apart from the heading to the document and the names of the parties to the contract and any information inserted in handwriting.

(4) The notice shall be dated and delivered to the consumer—

- (a) in the cases mentioned in regulation 3(1)(a), (b) and (d) above, at the time of the making of the contract; and
- (b) in the case mentioned in regulation 3(1)(c) above, at the time of the making of the offer by the consumer.

(5) If within the period of 7 days following the making of the contract the consumer serves a notice in writing (a “notice of cancellation”) on the trader or any other person specified in a notice referred to in paragraph (1) above as a person to whom notice of cancellation may be given which, however expressed and whether or not conforming to the cancellation form set out in Part II of the Schedule to these Regulations, indicates the intention of the consumer to cancel the contract, the notice of cancellation shall operate to cancel the contract.

(6) Except as otherwise provided under these Regulations, a contract cancelled under paragraph (5) above shall be treated as if it had never been entered into by the consumer.

(7) Notwithstanding anything in section 7 of the Interpretation Act 1978(1), a notice of cancellation sent by post by a consumer shall be deemed to have been served at the time of posting, whether or not it is actually received.