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STATUTORY INSTRUMENTS

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**2000 No. 2334**

**The Consumer Protection (Distance Selling) Regulations 2000**

**Performance**

**19.**—(1) Unless the parties agree otherwise, the supplier shall perform the contract within a maximum of 30 days beginning with the day after the day the consumer sent his order to the supplier.

(2) Subject to paragraphs (7) and (8), where the supplier is unable to perform the contract because the goods or services ordered are not available, within the period for performance referred to in paragraph (1) or such other period as the parties agree (“the period for performance”), he shall—

- (a) inform the consumer; and
- (b) reimburse any sum paid by or on behalf of the consumer under or in relation to the contract to the person by whom it was made.

(3) The reference in paragraph (2)(b) to any sum paid on behalf of the consumer includes any sum paid by a creditor who is not the same person as the supplier under a personal credit agreement with the consumer.

(4) The supplier shall make the reimbursement referred to in paragraph (2)(b) as soon as possible and in any event within a period of 30 days beginning with the day after the day on which the period for performance expired.

(5) A contract which has not been performed within the period for performance shall be treated as if it had not been made, save for any rights or remedies which the consumer has under it as a result of the non-performance.

(6) Where any security has been provided in relation to the contract, the security (so far as it is so provided) shall, where the supplier is unable to perform the contract within the period for performance, be treated as never having had any effect and any property lodged with the supplier solely for the purposes of the security as so provided shall be returned by him forthwith.

(7) Where the supplier is unable to supply the goods or services ordered by the consumer, the supplier may perform the contract for the purposes of these Regulations by providing substitute goods or services (as the case may be) of equivalent quality and price provided that—

- (a) this possibility was provided for in the contract;
- (b) prior to the conclusion of the contract the supplier gave the consumer the information required by regulation 7(1)(b) and (c) in the manner required by regulation 7(2).

(8) In the case of outdoor leisure events which by their nature cannot be rescheduled, paragraph 2(b) shall not apply where the consumer and the supplier so agree.