

SCHEDULE 1

Regulation 3

Consequential Amendments

The Consumer Credit Act 1974

1. In section 74(2A) of the Consumer Credit Act 1974 for “Consumer Protection (Cancellation of Contracts Concluded away from Business Premises) Regulations 1987” substitute “Cancellation of Contracts made in a Consumer’s Home or Place of Work etc. Regulations 2008”.

The Enterprise Act 2002 (Part 8 Community Infringements Specified UK Laws) Order 2003

2. In the Schedule to the Enterprise Act 2002 (Part 8 Community Infringements Specified UK Laws) Order 2003(1) in the column headed “Specified UK laws” for “Consumer Protection (Cancellation of Contracts Concluded away from Business Premises) Regulations 1987” substitute “Cancellation of Contracts made in a Consumer’s Home or Place of Work etc. Regulations 2008”.

The Enterprise Act 2002 (Part 8 Notice to OFT of Intended Prosecution Specified Enactments, Revocation and Transitional Provision) Order 2003

3. In the Schedule to the Enterprise Act 2002 (Part 8 Notices to OFT of Intended Prosecution Specified Enactments, Revocation and Transitional Provision) Order 2003(2) in the column headed “Enactments and subordinate legislation” for “Consumer (Cancellation of Contracts Concluded away from Business Premises) Regulations 1987” substitute “Cancellation of Contracts made in a Consumer’s Home or Place of Work etc. Regulations 2008”.

The Enterprise Act 2002 (Part 9 Restrictions on Disclosure of Information) (Amendment and Specification) Order 2003

4. In each of Schedules 3 and 4 to the Enterprise Act 2002 (Part 9 Restrictions on Disclosure of Information) (Amendment and Specification) Order 2003(3) for the entry “Consumer Protection (Cancellation of Contracts Concluded away from Business Premises) Regulations 1987.” substitute in each Schedule in the appropriate place “Cancellation of Contracts made in a Consumer’s Home or Place of Work etc. Regulations 2008.”.

The Uncertificated Securities (Amendment) (Eligible Debt Securities) Regulations 2003

5. In Schedule 2 to the Uncertificated Securities (Amendment) (Eligible Debt Securities) Regulations 2003(4) for the entry in paragraph 8(2)(j) “regulation 3 of the Consumer Protection (Cancellation of Contracts Concluded away from Business Premises) Regulations 1987;” substitute “Schedule 3 to the Cancellation of Contracts made in a Consumer’s Home or Place of Work etc. Regulations 2008;”.

The Legislative and Regulatory Reform (Regulatory Functions) Order 2007

6. In Part 3 of the Schedule to the Legislative and Regulatory Reform (Regulatory Functions) Order 2007(5) in the heading “Consumer and business protection” for the entry “Consumer Protection (Cancellation of Contracts Concluded away from Business Premises) Regulations 1987”

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- (1) [S.I. 2003/1374](#) to which there are amendments not relevant to these Regulations.
(2) [S.I. 2003/1376](#) to which there are amendments not relevant to these Regulations.
(3) [S.I. 2003/1400](#) to which there are amendments not relevant to these Regulations.
(4) [S.I. 2003/1633](#) to which there are amendments not relevant to these Regulations.
(5) [S.I. 2007/3544](#) to which there are amendments not relevant to these Regulations.

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substitute “Cancellation of Contracts made in a Consumer’s Home or Place of Work etc. Regulations 2008”.

SCHEDULE 2

Regulation 4

Revocations

| <i>Title</i> | <i>Reference</i> | <i>Extent of revocation</i> |
|--|--------------------------------|--|
| The Consumer Protection (Cancellation of Contracts Concluded away from Business Premises) Regulations 1987 | S.I. 1987/2117 | The whole Regulations |
| The Consumer Protection (Cancellation of Contracts Concluded away from Business Premises) (Amendment) Regulations 1988 | S.I. 1988/958 | The whole Regulations |
| The Consumer Protection (Cancellation of Contracts Concluded away from Business Premises) (Amendment) Regulations 1998 | S.I. 1998/3050 | The whole Regulations |
| The Financial Services and Markets Act 2000 (Consequential Amendments and Repeals) Order 2001 | S.I. 2001/3649 | Article 386 |
| The Enterprise Act 2002 (Part 9 Restrictions on Disclosure of Information) (Amendment and Specification) Order 2003 | S.I. 2003/1400 | In Schedule 5 the entry for the Consumer Protection (Cancellation of Contracts Concluded away from Business Premises) Regulations 1987 |
| The Financial Services and Markets Act 2000 (Regulated Activities) (Amendment No. 3) Order 2006 | S.I. 2006/3384 | Article 34 |
| The Legislative and Regulatory Reform (Regulatory Functions) Order 2007 | S.I. 2007/3544 | In Part 3 of the Schedule the entry for the Consumer Protection (Cancellation of Contracts Concluded away from Business Premises) Regulations 1987 |

SCHEDULE 3

Regulations 2(2) and 6(1)(a)

Excepted contracts

1. A contract for the construction, sale or rental of immovable property or a contract concerning other rights relating to immovable property other than—
 - (a) a contract for the construction of extensions, patios, conservatories or driveways;
 - (b) a contract for the supply of goods and their incorporation in immovable property; and

- (c) a contract for the repair, refurbishment or improvement of immovable property.
- 2. A contract for the supply of foodstuffs or beverages or other goods intended for current consumption in the household and supplied by a regular roundsman.
- 3. A contract for the supply of goods or services provided that each of the following conditions is met:
 - (a) the contract is concluded on the basis of a trader's catalogue which the consumer has a proper opportunity of reading in the absence of the trader's representative;
 - (b) there is intended to be continuity of contact between the trader's representative and the consumer in relation to that or any subsequent transaction; and
 - (c) both the catalogue and the contract contain a prominent notice informing the consumer of his rights to return goods to the supplier within a period of not less than seven days of receipt or otherwise to cancel the contract within that period without obligation of any kind other than to take reasonable care of the goods.
- 4. A contract of insurance.
- 5. Any contract under which credit within the meaning of the 1974 Act is provided not exceeding £35 other than a hire purchase or conditional sale agreement.
- 6. Any contract not falling within paragraph 5 under which the total payments to be made by the consumer do not exceed £35.
- 7. Any agreement the making or performance of which by either party constitutes a relevant regulated activity.
- 8.—(1) For the purposes of paragraph 7—
 - (a) “a relevant regulated activity” means an activity of the following kind—
 - (i) dealing in investments, as principal or as agent;
 - (ii) arranging deals in investments;
 - (iii) operating a multilateral trading facility;
 - (iv) managing investments;
 - (v) safeguarding and administering investments;
 - (vi) establishing, operating or winding up a collective investment scheme; and
 - (b) for these purposes “investment” means—
 - (i) shares;
 - (ii) instruments creating or acknowledging indebtedness;
 - (iii) instruments giving entitlement to investments
 - (iv) certificates representing securities;
 - (v) units in a collective investment scheme;
 - (vi) options;
 - (vii) futures;
 - (viii) contracts for differences; and
 - (ix) rights to or interests in investments.
- (2) Paragraph 7 and this paragraph must be read with—
 - (a) section 22 of the Financial Services and Markets Act 2000;
 - (b) any relevant order under that section; and

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(c) Schedule 2 to that Act,
but any restriction on or exclusion from the meaning of a regulated activity for the purposes of paragraph 7 which arises from the identity of the person carrying on such activity is to be disregarded.

SCHEDULE 4

Regulation 7(3)

Notice of the right to cancel

PART I

Information to be Contained in Notice of the Right to Cancel

1. The identity of the trader including trading name if any.
2. The trader's reference number, code or other details to enable the contract or offer to be identified.
3. A statement that the consumer has a right to cancel the contract if he wishes and that this right can be exercised by delivering, or sending (including by electronic mail) a cancellation notice to the person mentioned in the next paragraph at any time within the period of 7 days starting with the day of receipt of a notice in writing of the right to cancel the contract.
4. The name and address, (including any electronic mail address as well as the postal address), of a person to whom a cancellation notice may be given.
5. A statement that notice of cancellation is deemed to be served as soon as it is posted or sent to a trader or in the case of an electronic communication from the day it is sent to the trader.
6. A statement that the consumer can use the cancellation form provided if he wishes.

PART II

Cancellation Notice to be Included in Notice of the Right to Cancel

If you wish to cancel the contract you **MUST DO SO IN WRITING** and deliver personally or send (which may be by electronic mail) this to the person named below. You may use this form if you want to but you do not have to.

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(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT.)

To: [trader to insert name and address of person to whom notice may be given.]

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel my/our (delete as appropriate) contract [trader to insert reference number, code or other details to enable the contract or offer to be identified. He may also insert the name and address of the consumer.]

Signed
Name and Address
Date