
STATUTORY INSTRUMENTS

2013 No. 3134

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

PART 3

Right to cancel

Reimbursement by trader in the event of withdrawal or cancellation

34.—(1) The trader must reimburse all payments, other than payments for delivery, received from the consumer, subject to paragraph (10).

(2) The trader must reimburse any payment for delivery received from the consumer, unless the consumer expressly chose a kind of delivery costing more than the least expensive common and generally acceptable kind of delivery offered by the trader.

(3) In that case, the trader must reimburse any payment for delivery received from the consumer up to the amount the consumer would have paid if the consumer had chosen the least expensive common and generally acceptable kind of delivery offered by the trader.

(4) Reimbursement must be without undue delay, and in any event not later than the time specified in paragraph (5) or (6).

(5) If the contract is a sales contract and the trader has not offered to collect the goods, the time is the end of 14 days after—

- (a) the day on which the trader receives the goods back, or
- (b) if earlier, the day on which the consumer supplies evidence of having sent the goods back.

(6) Otherwise, the time is the end of 14 days after the day on which the trader is informed of the consumer's decision to withdraw the offer or cancel the contract, in accordance with regulation 44.

(7) The trader must make the reimbursement using the same means of payment as the consumer used for the initial transaction, unless the consumer has expressly agreed otherwise.

(8) The trader must not impose any fee on the consumer in respect of the reimbursement.

(9) If (in the case of a sales contract) the value of the goods is diminished by any amount as a result of handling of the goods by the consumer beyond what is necessary to establish the nature, characteristics and functioning of the goods, the trader may recover that amount from the consumer, up to the contract price.

(10) An amount that may be recovered under paragraph (9)—

- (a) may be deducted from the amount to be reimbursed under paragraph (1);
- (b) otherwise, must be paid by the consumer to the trader.

(11) Paragraph (9) does not apply if the trader has failed to provide the consumer with the information on the right to cancel required by paragraph (1) of Schedule 2, in accordance with Part 2.

(12) For the purposes of paragraph (9) handling is beyond what is necessary to establish the nature, characteristics and functioning of the goods if, in particular, it goes beyond the sort of handling that might reasonably be allowed in a shop.

(13) Where the provisions of this regulation apply to cancellation of a contract, the contract is to be treated as including those provisions as terms.