
STATUTORY INSTRUMENTS

2013 No. 3134

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

PART 3

Right to cancel

Supply of digital content in cancellation period

37.—(1) Under a contract for the supply of digital content not on a tangible medium, the trader must not begin supply of the digital content before the end of the cancellation period provided for in regulation 30(1), unless—

- (a) the consumer has given express consent, and
- (b) the consumer has acknowledged that the right to cancel the contract under regulation 29(1) will be lost.

(2) The consumer ceases to have the right to cancel such a contract under regulation 29(1) if, before the end of the cancellation period, supply of the digital content has begun after the consumer has given the consent and acknowledgement required by paragraph (1).

(3) Paragraph (4) applies where a contract is cancelled under regulation 29(1) and digital content has been supplied, not on a tangible medium, in the cancellation period.

(4) The consumer bears no cost for supply of the digital content, in full or in part, in the cancellation period, if—

- (a) the consumer has not given prior express consent to the beginning of the performance of the digital content before the end of the 14-day period referred to in regulation 30,
- (b) the consumer gave that consent but did not acknowledge when giving it that the right to cancel would be lost, or
- (c) the trader failed to provide confirmation required by regulation 12(5) or 16(3).