STATUTORY INSTRUMENTS

2013 No. 3134

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

PART 1

General

Limits of application: general

- 6.—(1) These Regulations do not apply to a contract, to the extent that it is—
 - (a) for—
 - (i) gambling within the meaning of the Gambling Act 2005 ^{M1} (which includes gaming, betting and participating in a lottery);^{F1}...
 - (ii) in relation to Northern Ireland, for betting, gaming or participating lawfully in a lottery within the meaning of the Betting, Gaming, Lotteries and Amusements (Northern Ireland) Order 1985 ^{M2}; [^{F2}or
 - (iii) participating in a lottery which forms part of the National Lottery within the meaning of the National Lottery etc. Act 1993].
 - (b) for services of a banking, credit, insurance, personal pension, investment or payment nature;
 - (c) for the creation of immovable property or of rights in immovable property;
 - (d) for rental of accommodation for residential purposes;
 - (e) for the construction of new buildings, or the construction of substantially new buildings by the conversion of existing buildings;
 - (f) for the supply of foodstuffs, beverages or other goods intended for current consumption in the household and which are supplied by a trader on frequent and regular rounds to the consumer's home, residence or workplace;
- [^{F3}(g) which is a package travel contract within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018]^{M3};
- [^{F4}(h) which is a regulated contract within the meaning of the Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010].
- (2) These Regulations do not apply to contracts—
 - (a) concluded by means of automatic vending machines or automated commercial premises;
 - (b) concluded with a telecommunications operator through a public telephone for the use of the telephone;
 - (c) concluded for the use of one single connection, by telephone, internet or fax, established by a consumer;
 - (d) under which goods are sold by way of execution or otherwise by authority of law.

(3) Paragraph (1)(b) is subject to regulations 38(4) (ancillary contracts) and 40(3) (additional payments).

- **F1** Word in reg. 6(1)(a)(i) omitted (with application in accordance with reg. 1(2) of the amending S.I.) by virtue of The Consumer Contracts (Amendment) Regulations 2015 (S.I. 2015/1629), regs. 1(1), **3(1)**
- F2 Reg. 6(1)(a)(iii) and preceding word inserted (with application in accordance with reg. 1(2) of the amending S.I.) by The Consumer Contracts (Amendment) Regulations 2015 (S.I. 2015/1629), regs. 1(1), 3(2)
- F3 Reg. 6(1)(g) substituted (31.12.2020) by The Consumer Protection (Amendment etc.) (EU Exit) Regulations 2018 (S.I. 2018/1326), regs. 1(3), 8(3)(a); 2020 c. 1, Sch. 5 para. 1(1)
- F4 Reg. 6(1)(h) substituted (31.12.2020) by The Consumer Protection (Amendment etc.) (EU Exit) Regulations 2018 (S.I. 2018/1326), regs. 1(3), 8(3)(b); 2020 c. 1, Sch. 5 para. 1(1)

Marginal Citations

- M1 2005 c.19.
- M2 S.I. 1985/1204 (N.I. 11).
- **M3** S.I. 2018/634.

Changes to legislation: There are currently no known outstanding effects for the The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, Section 6.