
STATUTORY INSTRUMENTS

2008 No. 1277

The Consumer Protection from
Unfair Trading Regulations 2008

[^{F1}PART 4A

CONSUMERS' RIGHTS TO REDRESS

[^{F1}When does the right to unwind apply to a business to consumer contract?

27E.—(1) A consumer has the right to unwind in respect of a business to consumer contract if the consumer indicates to the trader that the consumer rejects the product, and does so—

- (a) within the relevant period, and
- (b) at a time when the product is capable of being rejected.

(2) An indication under paragraph (1) may be something that the consumer says or does, but it must be clear.

(3) In paragraph (1)(a) “the relevant period” means the period of 90 days beginning with the later of—

- (a) the day on which the consumer enters into the contract, and
- (b) the relevant day.

(4) In this Part “the relevant day” means the day on which—

- (a) the goods are first delivered,
- (b) the performance of the service begins,
- (c) the digital content is first supplied,
- (d) the lease begins, or
- (e) the right is first exercisable,

(as the case may be).

(5) But in the case of a mixed contract, “the relevant day” means the latest of the days mentioned in paragraph (4) that is relevant to the contract.

(6) In this Part “mixed contract” means a contract relating to a product which consists of any two or more of goods, a service, digital content, immoveable property or rights.

(7) For the purposes of this Part, where the consumer’s access to digital content on a device requires its transmission to the device under arrangements initiated by the trader, the day on which the digital content is first provided is—

- (a) the day on which it reaches the device, or
- (b) if earlier, the day on which it reaches another trader chosen by the consumer to supply, under a contract with the consumer, a service by which digital content reaches the device.

(8) For the purposes of paragraph (1)(b), a product remains capable of being rejected only if—

- (a) the goods have not been fully consumed,
 - (b) the service has not been fully performed,
 - (c) the digital content has not been fully consumed,
 - (d) the lease has not expired, or
 - (e) the right has not been fully exercised,
- (as the case may be).
- (9) For the purposes of paragraph (8)—
- (a) goods have been fully consumed only if nothing is left of them, and
 - (b) digital content has been fully consumed only if the digital content was available to the consumer for a fixed period and that period has expired.
- (10) A consumer does not have the right to unwind in respect of a business to consumer contract if the consumer has exercised the right to a discount in respect of that contract and the same prohibited practice.]

F1 Pt. 4A inserted (with application in accordance with reg. 1(3) of the amending S.I.) by [The Consumer Protection \(Amendment\) Regulations 2014 \(S.I. 2014/870\)](#), regs. 1(3), 3

Changes to legislation:

There are currently no known outstanding effects for the The Consumer Protection from Unfair Trading Regulations 2008, Section 27E.