
STATUTORY INSTRUMENTS

2008 No. 1277

**The Consumer Protection from
Unfair Trading Regulations 2008**

[^{F1}PART 4A

CONSUMERS' RIGHTS TO REDRESS

[^{F1}How does the right to unwind work in the case of a business to consumer contract?

27F.—(1) Where a consumer has the right to unwind in respect of a business to consumer contract—

- (a) the contract comes to an end so that the consumer and the trader are released from their obligations under it,
- (b) the trader has a duty to give the consumer a refund (subject as follows), and
- (c) if the contract was wholly or partly for the sale or supply of goods the consumer must make the goods available for collection by the trader.

(2) The consumer's entitlement to a refund works as follows.

(3) To the extent that the consumer paid money under the contract, the consumer is entitled to receive back the same amount of money (but see paragraphs (7) to (10)).

(4) To the extent that the consumer transferred anything else under the contract, the consumer is entitled to receive back the same amount of what the consumer transferred, unless paragraph (5) applies.

(5) To the extent that the consumer transferred under the contract something for which the same amount of the same thing cannot be substituted—

- (a) the consumer is entitled to receive back in its original state whatever the consumer transferred, or
- (b) if it cannot be given back in its original state, the consumer is entitled to be paid its market price as at the time when the product was rejected.

(6) There is no entitlement to a refund if none of paragraphs (3) to (5) applies.

(7) The consumer's entitlement to receive back the same amount of money as the consumer paid is qualified by paragraphs (8) to (10) if—

- (a) the contract was for the sale or supply of a product on a regular or continuous basis, and
- (b) the period beginning with the relevant day and ending with the day on which the consumer rejected the product exceeds one month.

(8) In that case the consumer is only entitled to receive back the amount (if any) found by deducting the market price, when the consumer rejected the product, of the product supplied up to that time from the amount the consumer paid for it.

(9) But paragraph (8) does not apply if it is not appropriate to apply that deduction having regard to—

Changes to legislation: There are currently no known outstanding effects for the The Consumer Protection from Unfair Trading Regulations 2008, Section 27F. (See end of Document for details)

- (a) the behaviour of the person who engaged in the prohibited practice, and
- (b) the impact of the practice on the consumer.

(10) Where the product supplied up to the time when the consumer rejected it consists wholly or partly of goods, their market price is only to be taken into account under paragraph (8) to the extent that they have been consumed.]

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**

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