
STATUTORY INSTRUMENTS

2008 No. 1816

**The Cancellation of Contracts made in a Consumer's
Home or Place of Work etc. Regulations 2008**

Return of goods by consumer after cancellation

13.—(1) A consumer who has acquired possession of any goods by virtue of the contract shall on the cancellation of that contract be under a duty, subject to any lien, to restore the goods to the trader and meanwhile to retain possession of the goods and take reasonable care of them.

(2) The consumer shall not be under a duty to restore goods supplied under a specified contract in circumstances where—

- (a) he is required to pay, in accordance with the reasonable requirements of the cancelled contract, for the supply of such goods before cancellation; or
- (b) the trader has begun performance of the contract before the end of the cancellation period without a prior request in writing by the consumer.

(3) The consumer shall not be under any duty to deliver the goods except at his own premises and following a request in writing signed by the trader and served on the consumer either before, or at the time when, the goods are collected from those premises.

(4) If the consumer—

- (a) delivers the goods (whether at his own premises or elsewhere) to any person on whom, under regulation 8(4), a cancellation notice could have been served; or
- (b) sends the goods at his own expense to such a person,

he shall be discharged from any duty to retain possession of the goods or restore them to the trader.

(5) Where the consumer delivers the goods as mentioned in paragraph (4)(a), his obligation to take care of the goods shall cease; and if he send the goods as mentioned in paragraph (4)(b), he shall be under a duty to take reasonable care to see that they are received by the trader and not damaged in transit, but in other respects his duty to take care of the goods shall cease.

(6) Where, at any time during the period of 21 days following the cancellation, the consumer receives such a request as is mentioned in paragraph (3) and unreasonably refuses or unreasonably fails to comply with it, his duty to retain possession and take reasonable care of the goods shall continue until he delivers or sends the goods as mentioned in paragraph (4); but if within that period he does not receive such a request his duty to take reasonable care of the goods shall cease at the end of that period.

(7) Where any security has been provided in relation to the cancelled contract, the duty imposed on the consumer to restore goods shall not be enforceable before the trader has discharged any duty imposed on him by regulation 10(3).

(8) Breach of a duty imposed on a consumer by this regulation is actionable as a breach of statutory duty.

Changes to legislation:

There are currently no known outstanding effects for the The Cancellation of Contracts made in a Consumer's Home or Place of Work etc. Regulations 2008, Section 13.