
STATUTORY INSTRUMENTS

2013 No. 3134

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

PART 5

Delivery and risk

Time for delivery of goods

- 42.**—(1) This regulation applies to any sales contract.
- (2) Unless the trader and the consumer have agreed otherwise, the contract is to be treated as including a term that the trader must deliver the goods to the consumer.
- (3) Unless there is an agreed time or period, the contract is to be treated as including a term that the trader must deliver the goods—
- (a) without undue delay, and
 - (b) in any event, not more than 30 days after the day on which the contract is entered into.
- (4) In this regulation—
- (a) an “agreed” time or period means a time or period agreed by the trader and the consumer for delivery of the goods, but
 - (b) if there is an obligation to deliver the goods at the time the contract is entered into, that time counts as the “agreed” time.
- (5) Paragraphs (6) and (7) apply if the trader does not deliver the goods in accordance with paragraph (3) or at the agreed time or within the agreed period.
- (6) If the circumstances are that—
- (a) the trader has refused to deliver the goods,
 - (b) delivery of the goods at the agreed time or within the agreed period is essential taking into account all the relevant circumstances at the time the contract was entered into, or
 - (c) the consumer told the trader before the contract was entered into that delivery in accordance with paragraph (3), or at the agreed time or within the agreed period, was essential,
- then the consumer may treat the contract as at an end.
- (7) In any other circumstances, the consumer may specify a period that is appropriate in the circumstances and require the trader to deliver the goods before the end of that period.
- (8) If the consumer specifies a period under paragraph (7) but the goods are not delivered within that period, then the consumer may treat the contract as at an end.
- (9) If the consumer treats the contract as at an end under paragraph (6) or (8), the trader must without undue delay reimburse all payments made under the contract.
- (10) If paragraph (6) or (8) applies but the consumer does not treat the contract as at an end—

- (a) that does not prevent the consumer from cancelling the order for any of the goods or rejecting goods that have been delivered, and
- (b) the trader must without undue delay reimburse all payments made under the contract in respect of any goods for which the consumer cancels the order or which the consumer rejects.

(11) If any of the goods form a commercial unit, then the consumer cannot reject or cancel the order for some of those goods without also rejecting or cancelling the order for the rest of them.

(12) A unit is a “commercial unit” if division of the unit would materially impair the value of the goods or the character of the unit.

(13) This regulation does not prevent the consumer seeking other remedies where it is open to the consumer to do so.

Passing of risk

- 43.**—(1) A sales contract is to be treated as including the following provisions as terms.
- (2) The goods remain at the trader’s risk until they come into the physical possession of—
 - (a) the consumer, or
 - (b) a person identified by the consumer to take possession of the goods.
 - (3) Paragraph (2) does not apply if the goods are delivered to a carrier who—
 - (a) is commissioned by the consumer to deliver the goods, and
 - (b) is not a carrier the trader named as an option for the consumer.
 - (4) In that case the goods are at the consumer’s risk on and after delivery to the carrier.
 - (5) Paragraph (4) does not affect any liability of the carrier to the consumer in respect of the goods.