
STATUTORY INSTRUMENTS

2013 No. 3134

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

PART 3

Right to cancel

Return of goods in the event of cancellation

35.—(1) Where a sales contract is cancelled under regulation 29(1), it is the trader's responsibility to collect the goods if—

- (a) the trader has offered to collect them, or
- (b) in the case of an off-premises contract, the goods were delivered to the consumer's home when the contract was entered into and could not, by their nature, normally be returned by post.

(2) If it is not the trader's responsibility under paragraph (1) to collect the goods, the consumer must—

- (a) send them back, or
- (b) hand them over to the trader or to a person authorised by the trader to receive them.

(3) The address to which goods must be sent under paragraph (2)(a) is—

- (a) any address specified by the trader for sending the goods back;
- (b) if no address is specified for that purpose, any address specified by the trader for the consumer to contact the trader;
- (c) if no address is specified for either of those purposes, any place of business of the trader.

(4) The consumer must send off the goods under paragraph (2)(a), or hand them over under paragraph (2)(b), without undue delay and in any event not later than 14 days after the day on which the consumer informs the trader as required by regulation 32(2).

(5) The consumer must bear the direct cost of returning goods under paragraph (2), unless—

- (a) the trader has agreed to bear those costs, or
- (b) the trader failed to provide the consumer with the information about the consumer bearing those costs, required by paragraph (m) of Schedule 2, in accordance with Part 2.

(6) The contract is to be treated as including a term that the trader must bear the direct cost of the consumer returning goods under paragraph (2) where paragraph (5)(b) applies.

(7) The consumer is not required to bear any other cost of returning goods under paragraph (2).

(8) The consumer is not required to bear any cost of collecting goods under paragraph (1) unless the consumer agreed to bear them.