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STATUTORY INSTRUMENTS

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**2013 No. 3134**

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

**PART 3**

**Right to cancel**

**Supply of service in cancellation period**

**36.**—(1) The trader must not begin the supply of a service before the end of the cancellation period provided for in regulation 30(1) unless the consumer—

- (a) has made an express request, and
- (b) in the case of an off-premises contract, has made the request on a durable medium.

(2) In the case of a service other than supply of water, gas, electricity or district heating, the consumer ceases to have the right to cancel a service contract under regulation 29(1) if the service has been fully performed, and performance of the service began—

- (a) after a request by the consumer in accordance with paragraph (1), and
- (b) with the acknowledgement that the consumer would lose that right once the contract had been fully performed by the trader.

(3) Paragraphs (4) to (6) apply where a contract is cancelled under regulation 29(1) and a service has been supplied in the cancellation period.

(4) Where the service is supplied in response to a request in accordance with paragraph (1), the consumer must (subject to paragraph (6)) pay to the trader an amount—

- (a) for the supply of the service for the period for which it is supplied, ending with the time when the trader is informed of the consumer's decision to cancel the contract, in accordance with regulation 32(2), and
- (b) which is in proportion to what has been supplied, in comparison with the full coverage of the contract.

(5) The amount is to be calculated—

- (a) on the basis of the total price agreed in the contract, or
- (b) if the total price is excessive, on the basis of the market value of the service that has been supplied, calculated by comparing prices for equivalent services supplied by other traders.

(6) The consumer bears no cost for supply of the service, in full or in part, in the cancellation period, if—

- (a) the trader has failed to provide the consumer with the information on the right to cancel required by paragraph (l) of Schedule 2, or the information on payment of that cost required by paragraph (n) of that Schedule, in accordance with Part 2, or
- (b) the service is not supplied in response to a request in accordance with paragraph (1).