

SCHEDULE 2

Regulations 10(1) and 13(1)

Information relating to distance and off-premises contracts

The information referred to in regulations 10(1) and 13(1) is (subject to the note at the end of this Schedule)—

- (a) the main characteristics of the goods or services, to the extent appropriate to the medium of communication and to the goods or services;
- (b) the identity of the trader (such as the trader's trading name);
- (c) the geographical address at which the trader is established and, where available, the trader's telephone number, fax number and e-mail address, to enable the consumer to contact the trader quickly and communicate efficiently;
- (d) where the trader is acting on behalf of another trader, the geographical address and identity of that other trader;
- (e) if different from the address provided in accordance with paragraph (c), the geographical address of the place of business of the trader, and, where the trader acts on behalf of another trader, the geographical address of the place of business of that other trader, where the consumer can address any complaints;
- (f) the total price of the goods or services inclusive of taxes, or where the nature of the goods or services is such that the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated,
- (g) where applicable, all additional delivery charges and any other costs or, where those charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable;
- (h) in the case of a contract of indeterminate duration or a contract containing a subscription, the total costs per billing period or (where such contracts are charged at a fixed rate) the total monthly costs;
- (i) the cost of using the means of distance communication for the conclusion of the contract where that cost is calculated other than at the basic rate;
- (j) the arrangements for payment, delivery, performance, and the time by which the trader undertakes to deliver the goods or to perform the services;
- (k) where applicable, the trader's complaint handling policy;
- (l) where a right to cancel exists, the conditions, time limit and procedures for exercising that right in accordance with regulations 27 to 38;
- (m) where applicable, that the consumer will have to bear the cost of returning the goods in case of cancellation and, for distance contracts, if the goods, by their nature, cannot normally be returned by post, the cost of returning the goods;
- (n) that, if the consumer exercises the right to cancel after having made a request in accordance with regulation 36(1), the consumer is to be liable to pay the trader reasonable costs in accordance with regulation 36(4);
- (o) where under regulation 28, 36 or 37 there is no right to cancel or the right to cancel may be lost, the information that the consumer will not benefit from a right to cancel, or the circumstances under which the consumer loses the right to cancel;
- (p) in the case of a sales contract, a reminder that the trader is under a legal duty to supply goods that are in conformity with the contract;
- (q) where applicable, the existence and the conditions of after-sale customer assistance, after-sales services and commercial guarantees;

Status: This is the original version (as it was originally made).

- (r) the existence of relevant codes of conduct, as defined in regulation 5(3)(b) of the Consumer Protection from Unfair Trading Regulations 2008, and how copies of them can be obtained, where applicable;
- (s) the duration of the contract, where applicable, or, if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the contract;
- (t) where applicable, the minimum duration of the consumer's obligations under the contract;
- (u) where applicable, the existence and the conditions of deposits or other financial guarantees to be paid or provided by the consumer at the request of the trader;
- (v) where applicable, the functionality, including applicable technical protection measures, of digital content;
- (w) where applicable, any relevant compatibility of digital content with hardware and software that the trader is aware of or can reasonably be expected to have been aware of;
- (x) where applicable, the possibility of having recourse to an out-of-court complaint and redress mechanism, to which the trader is subject, and the methods for having access to it.

Note: In the case of a public auction, the information listed in paragraphs (b) to (e) may be replaced with the equivalent details for the auctioneer.