

Doorstep Crime Information Pack



Buying at Home

A guide to your rights when buying goods and services from traders who visit you at home

Useful contacts:

Citizens Advice Consumer Service - provides clear, practical consumer advice
Tel: **08454 040506**

Mailing Preference Service - register to reduce the number of unsolicited letters and other junk mail
www.mpsonline.org.uk
Tel: **0845 7034599**

Telephone Preference Service - register to reduce the number of unsolicited phone calls you get on your mobile and home phone
www.tpsonline.org.uk
Tel: **0845 0700707**



Buying at Home – Cancellation Rights

Your rights to cancel It can be convenient to buy goods and services on the doorstep but when a salesperson calls at your home you may feel unduly pressurised into signing an agreement. However you are protected by the law which gives you 7 days to cancel any agreement you make as long as the contract is for more than £35. You are also entitled to a refund of any deposit you paid.

How to cancel Whether the contract is made verbally or in writing, you must be given written information by the trader which details your right to cancel. You can then do this by post by using the cancellation form they give you, or by email. Once posted the contract is deemed to be cancelled. If you have not been given cancellation rights then the trader has committed a criminal offence and should be reported to Consumer Direct

Affects of cancellation Any money you have paid must be returned to you and you must return the goods to the trader, or take care of them until they are returned, but not until you receive your refund. Any credit agreement arranged to buy the goods or services will automatically be cancelled.

Work started immediately or goods bought

straight away If you want any work to start immediately then you must agree to this in writing - usually by signing the appropriate section of the Cancellation Notice.

If you agree to buy any goods or services in the following list and you then decide to cancel within the 7 days you must pay for any work done so far or for any goods received:

- **Goods to meet an emergency**
- **Goods or services relating to a funeral**
- **Services of any other kind**
- **Goods made to a customer's specifications or clearly personalised**
- **Goods which by their nature are consumed and which were consumed before the cancellation**
- **Goods which have become incorporated into any land or other thing before the cancellation**
- **Perishable goods**
- **Newspapers or magazines**
- **Advertising**
- **Goods whose price is dependent on fluctuations in the financial market which can't be controlled by the trader**

Contracts not covered Although most contracts, including contracts for home improvements, are covered by the Regulations there are some specific exemptions as follows:

- **Agreements for mortgages or home purchase plans made during a visit requested by the consumer**
- **Agreements that are cancellable under the Consumer Credit Act**
- **Credit agreements regulated under the Consumer Credit Act**
- **Contracts for the construction, sale or rental of property**
- **Contracts under £35**

Please note: This leaflet is not an authoritative interpretation of the law and is intended only for guidance. For further information, please contact Citizens Advice Consumer Service.