

Part C: Your obligations under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (CCRs)

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15. Introduction to CCRs

15.1

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (CCRs) apply to most businesses that enter into contracts with consumers. The Regulations impose very detailed information and cancellation rules surrounding 'distance sales', (e.g. internet selling under what is referred to as an 'organised distance sales scheme') and also contracts concluded in consumers' homes or other non-business premises.

15.2

Most car dealers now have their own websites to advertise cars but true online car selling where cars are regularly SOLD online has not developed into a mainstream activity. The majority of cars are still sold on business premises. However if you are operating a real distance selling scheme (or concluding car sales in consumers' homes or other non-business premises) then you must give the buyer 14 days to change their mind and cancel as well as providing a list of information both before the contract is concluded and then in writing in a "durable medium" (e.g. paper or email) after the purchase is agreed. See also: www.businesscompanion.info/distance-sales

Example

A car dealer regularly sells cars over the internet and accepts payment online, delivering cars to the buyer without the buyer coming to the dealership at any time. In this scenario these sales would most likely be a cancellable distance sales contract giving the buyer 14 days from the date of delivery to examine the car and send the vehicle back.

15.3

Currently the majority of second-hand car dealers do not routinely sell cars online or in the home. Accordingly some of the very detailed CCRs rules do not apply to the average car retailer, but there are some important contractual and pre-contract information provisions that do.

‘Pre-contract’ Information requirements for on-premises (forecourt) sales

15.4

Car dealers together with other retailers of goods are obliged to give consumers certain information before the consumer is bound by an on-premises contract (e.g. forecourt dealerships, other business premises). The information must be given in a clear and comprehensible manner, if that information is not already apparent from the context (i.e. fairly obvious). The full list of the 11 information requirements is set out in the table (15.5) overleaf along with an explanation over how each item may apply to the motor trade.

15.5

Table of Pre-contract Information requirements for 'on-premises' (forecourt etc.) sales

Information Requirement	Application in the Motor Trade
(a) the main characteristics of the goods or services, to the extent appropriate to the medium of communication and to the goods or services;	A motor car is a complex device with a range of characteristics that will be of importance to a potential buyer. In Scotland many local authorities have car dealer licence conditions which already require certain information to be displayed on vehicles. See also paragraph 4.5 in relation to the CPRs.
(b) the identity of the trader (such as the trader’s trading name), the geographical address at which the trader is established and the trader’s telephone number;	Your name and address may be obvious for customers on your premises but they should also be informed of a telephone number for further contact (See paragraph 15.11). You should make clear your legal name, for example; John Smith t/a ACME cars or ACME (123) Ltd t/a 123 Motors.
(c) 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;	Motor vehicles offered for sale already have to be accompanied by a price or a very obvious price list. (See also Part E)
(d) where applicable, all additional delivery charges or, where those charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable;	These may be indicated on advertisements if you are willing to deliver vehicles as an occasional service.

Information Requirement	Application in the Motor Trade
(e) where applicable, the arrangements for payment, delivery, performance, and the time by which the trader undertakes to deliver the goods or to perform the service;	The consumer should clearly understand the expectations of the seller in terms of payment including the arrangements for part-exchange vehicle or other deposits.
(f) where applicable, the trader's complaint handling policy;	If you have one, explain your complaint-handling policy. Note: Providers of services should already have a complaint-handling policy in place as required by the Provision of Services Regulations 2009. In addition CTSI approved codes of practice and some trade associations and professional bodies will also require a policy to be in place, which must be made available to consumers. (See Chapter 16 on ADRs)
(g) 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;	See paragraph 15.7 overleaf
(h) where applicable, the existence and the conditions of after-sales services and commercial guarantees;	See paragraph 15.7 overleaf
(i) 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;	Unlikely to apply to used car sales.
(j) where applicable, the functionality, including applicable technical protection measures, of digital content;	Unlikely to apply to used car sales however digital accessories are becoming more prevalent so this may become more relevant.
(k) 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.	Unlikely to apply to used car sales however digital accessories are becoming more prevalent so this may become more relevant.

Practicalities & consequences

15.6

How dealers practically pass on the relevant information prior to the conclusion of a contract is not set out in strict detail, allowing you some flexibility in how you provide these details. The regulations do say that the information must be given before the contract is concluded in a clear and comprehensible manner. The information does not have to be in writing but having it in writing does provide retailers with some certainty over the actual content relayed to consumers. Failure to provide the required information would allow a buyer to claim that you have breached your contract with him and the buyer could seek legal redress. There would also be a potential claim if any of the required information that you had provided was incorrect.

Rights & Guarantees

15.7

The specific requirement to remind buyers that a seller is under a legal duty to supply goods that are conformity with the contract was new to consumer law when introduced in 2014. It has long been the case that when sellers made statements about the contractual terms of sale that they were obliged to make clear that 'this did not affect the consumer's statutory rights'. This new information provision goes one step further in that retailers are now obliged to openly and explicitly make clear that consumers have legal (statutory) rights, i.e. those basic legal rights set out in the Consumer Rights Act 2015 (See Part B). For example, you might say:

'It is our responsibility to supply you with vehicles that meet your consumer rights. If you have any concerns that we have not met our legal obligations please contact us'. Sellers also have to give information on the existence and conditions of any commercial guarantee or warranty issued with a vehicle. (See Chapter 11)

Making Changes

15.8

Making changes to any of the information given before entering into the contract or later, is not effective unless expressly agreed between the consumer and the trader. Any information that you give the consumer as required by this regulation is to be treated as a term of the contract.

Default options for additional charges

15.9

Where there are additional items linked to the main contract (for example, gap insurance or chargeable warranties) paying for these items must not be the default option. Consumers should always be asked to expressly consent to additional charges.

15.10

Consumers will not be liable for any additional payments that they have not actively consented to and they have the right to request that they are refunded for these payments.

Basic rate telephone helpline charges

15.11

If you provide a telephone line for consumers to contact you in relation to a contract that they have entered into with you, you cannot charge more than a basic rate for this service. Therefore you can only charge normal geographic or mobile rates. A consumer should not pay more to contact you about his purchase than he would to phone a friend or relative.

15.12

Consumers who are charged more than the basic rate are entitled to claim any overcharge back from you.

Enforcement**15.13**

Trading standards services can apply for a court order requiring you to comply. If the order is not complied with the maximum penalty is an unlimited fine and two years' imprisonment.

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