
DRAFT STATUTORY INSTRUMENTS

2008 No.

**The Cancellation of Contracts made in a Consumer's
Home or Place of Work etc. Regulations 2008**

Scope of application

6.—(1) These Regulations do not apply to—

- (a) any contracts listed in Schedule 3 (Excepted Contracts);
- (b) a cancellable agreement;
- (c) a consumer credit agreement which may be cancelled by the consumer in accordance with the terms of the agreement conferring upon him similar rights as if the agreement were a cancellable agreement; or
- (d) a contract made during a solicited visit or a contract made after an offer made by a consumer during a solicited visit where the contract is—
 - (i) a regulated mortgage, home purchase plan or home reversion plan if the making or performance of such a contract constitutes a regulated activity for the purposes of the Financial Services and Markets Act 2000⁽¹⁾;
 - (ii) a consumer credit agreement secured on land which is—
 - (aa) regulated under the 1974 Act; or
 - (bb) to the extent that it is not regulated under the 1974 Act, exempt under that Act; or
 - (iii) any other consumer credit agreement regulated under the 1974 Act.

(2) Where any agreement referred to in paragraph (1)(b), (c) or (d)(iii) is a related credit agreement the provisions of regulations 11 and 12 shall apply to the cancellation of that agreement.

(3) A solicited visit means a visit by a trader, whether or not he is the trader who supplies the goods or services, to a consumer's home or place of work or to the home of another individual, which is made at the express request of the consumer but does not include—

- (a) a visit by a trader which is made after he, or a person acting in his name or on his behalf—
 - (i) telephones the consumer (otherwise than at the consumer's express request) and indicates during the course of the telephone call (either expressly or by implication) that he, or the trader in whose name or on whose behalf he is acting, is willing to visit the consumer; or
 - (ii) visits the consumer (otherwise than at the consumer's express request) and indicates during the course of that visit (either expressly or by implication) that he, or the trader in whose name or on whose behalf he is acting, is willing to make a subsequent visit to the consumer; or
- (b) a visit during which the contract which is made relates to goods and services other than those concerning which the consumer requested the visit of the trader, provided that when the visit was requested the consumer did not know, or could not reasonably have

⁽¹⁾ 2000 c.8 to which there are amendments not relevant to these Regulations.

known, that the supply of such goods or services formed part of the trader's commercial or professional activities.