

## SCHEDULES

### SCHEDULE 23

#### PRE-CONTRACT INFORMATION AND REMINDER NOTICES

##### PART 2

###### FULL PRE-CONTRACT INFORMATION

- 12 The information referred to in section 256(1)(b) is as follows.
- 13 The information set out in Part 1 of this Schedule.
- 14 The main characteristics of the goods, services or digital content, to the extent appropriate to the medium of communication and to the nature of the goods, services or digital content.
- 15 (1) The identity of the trader and the identity of any other person on whose behalf the trader is acting.
- (2) For the purposes of sub-paragraph (1), “identity” in relation to a trader, means—
- (a) the name of the trader, and
  - (b) if different, the name under which the trader trades.
- 16 (1) The business address and, if different, the service address of the trader, and any business email address and business telephone number of the trader.
- (2) For the purposes of sub-paragraph (1) and paragraph 17—
- “business address”, in relation to a person, means—
    - (a) where the person is a body corporate, the address of its registered or principal office,
    - (b) where the person is a firm that is not a body corporate, the address of the principal office of the firm,
    - (c) in a case where neither paragraphs (a) or (b) apply, the address of the person’s principal place of business;
  - “business email address”, in relation to a person, means any email address used by the trader for conducting business;
  - “business telephone number”, in relation to a person, means any telephone number used by the trader for conducting business;
  - “service address”, in relation to a person, means the address at which the person will accept service of documents.
- 17 In relation to any other person on whose behalf the trader is acting—
- (a) the person’s business address, business email address and business telephone number (if the person has such addresses or such a number), and
  - (b) if different to the person’s business address, the person’s service address.

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*Status: This is the original version (as it was originally enacted).*

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- 18 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.
- 19 The arrangements for payment, delivery, performance, and the time by which the trader undertakes to deliver the goods, to perform the services or to supply the digital content.
- 20 The trader’s complaint handling policy.
- 21 The following information about the consumer’s right to cancel the subscription contract during the initial cooling-off period—
- (a) when that period begins and ends;
  - (b) how the consumer may exercise the right;
  - (c) if the consumer may lose the right, the circumstances under which that will happen;
  - (d) the consequences of the consumer exercising the right, including—
    - (i) any refund the consumer may be entitled to,
    - (ii) any reason that refund might be diminished, and
    - (iii) in respect of a contract for the supply of goods, whether the consumer will be responsible for returning those goods to the trader, including the likely cost of returning the goods if they cannot normally be returned by post.
- 22 The following information about any right the consumer has to cancel the subscription contract during a renewal cooling-off period—
- (a) when the first renewal cooling-off period will begin and end;
  - (b) whether there will be further renewal cooling-off periods and, if so, when each will begin and end;
  - (c) how the consumer may exercise the right;
  - (d) if the consumer may lose that right, the circumstances under which that will happen;
  - (e) the consequences of the consumer exercising the right, including—
    - (i) any refund the consumer may be entitled to,
    - (ii) any reason that refund might be diminished,
    - (iii) in respect of a contract for the supply of goods, whether the consumer will be responsible for returning those goods to the trader.
- 23 A reminder of the statutory rights of the consumer under Part 1 of the Consumer Rights Act 2015.
- 24 (1) The existence and conditions of after-sale customer assistance, after-sales services and commercial guarantees.
- (2) In sub-paragraph (1), “commercial guarantee”, in relation to a contract, means any undertaking by the trader or producer to the consumer (in addition to the trader’s duty to supply goods that are in conformity with the contract) to reimburse the price paid or to replace, repair or service goods in any way if they do not meet the specifications or any other requirements not related to conformity set out in the guarantee statement or in the relevant advertising available at the time of the contract or before it is entered into.
- 25 (1) The existence of relevant codes of conduct and how copies of them can be obtained.

- (2) In sub-paragraph (1), “code of conduct” has the meaning it has in [section 249](#).
- 26        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.
- 27    (1) The functionality, including applicable technical protection measures, of digital content and 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.
- (2) In sub-paragraph (1), “functionality”, in relation to digital content, includes region coding, restrictions incorporated for the purposes of digital rights management, and other technical restrictions.
- 28        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.