
STATUTORY INSTRUMENTS

2000 No. 2334

The Consumer Protection (Distance Selling) Regulations 2000

Inertia Selling

24.—(1) Paragraphs (2) and (3) apply if—

- (a) unsolicited goods are sent to a person (“the recipient”) with a view to his acquiring them;
- (b) the recipient has no reasonable cause to believe that they were sent with a view to their being acquired for the purposes of a business; and
- (c) the recipient has neither agreed to acquire nor agreed to return them.

(2) The recipient may, as between himself and the sender, use, deal with or dispose of the goods as if they were an unconditional gift to him.

(3) The rights of the sender to the goods are extinguished.

(4) A person who, not having reasonable cause to believe there is a right to payment, in the course of any business makes a demand for payment, or asserts a present or prospective right to payment, for what he knows are—

- (a) unsolicited goods sent to another person with a view to his acquiring them for purposes other than those of his business, or
- (b) unsolicited services supplied to another person for purposes other than those of his business,

is guilty of an offence and liable, on summary conviction, to a fine not exceeding level 4 on the standard scale.

(5) A person who, not having reasonable cause to believe there is a right to payment, in the course of any business and with a view to obtaining payment for what he knows are unsolicited goods sent or services supplied as mentioned in paragraph (4)—

- (a) threatens to bring any legal proceedings, or
- (b) places or causes to be placed the name of any person on a list of defaulters or debtors or threatens to do so, or
- (c) invokes or causes to be invoked any other collection procedure or threatens to do so,

is guilty of an offence and liable, on summary conviction, to a fine not exceeding level 5 on the standard scale.

(6) In this regulation—

“acquire” includes hire;

“send” includes deliver;

“sender”, in relation to any goods, includes—

- (a) any person on whose behalf or with whose consent the goods are sent;
- (b) any other person claiming through or under the sender or any person mentioned in paragraph (a); and
- (c) any person who delivers the goods; and

“unsolicited” means, in relation to goods sent or services supplied to any person, that they are sent or supplied without any prior request made by or on behalf of the recipient.

(7) For the purposes of this regulation, an invoice or similar document which—

(a) states the amount of a payment, and

(b) fails to comply with the requirements of regulations made under section 3A of the Unsolicited Goods and Services Act 1971 or, as the case may be, Article 6 of the Unsolicited Goods and Services (Northern Ireland) Order 1976 applicable to it,

is to be regarded as asserting a right to the payment.

(8) Section 3A of the Unsolicited Goods and Services Act 1971 applies for the purposes of this regulation in its application to England, Wales and Scotland as it applies for the purposes of that Act.

(9) Article 6 of the Unsolicited Goods and Services (Northern Ireland) Order 1976 applies for the purposes of this regulation in its application to Northern Ireland as it applies for the purposes of that Order.

(10) This regulation applies only to goods sent and services supplied after the date on which it comes into force.