
STATUTORY INSTRUMENTS

2004 No. 2095

The Financial Services (Distance Marketing) Regulations 2004

Unsolicited services

15.—(1) A person (“the recipient”) who receives unsolicited financial services for purposes other than those of his business from another person who supplies those services in the course of his business, shall not thereby become subject to any obligation (to make payment, or otherwise).

(2) Where, in the course of any business—

- (a) unsolicited financial services are supplied for purposes other than those of the recipient’s business, and
- (b) a person includes with the supply of those services a demand for payment, or an assertion of a present or prospective right to payment in respect of those services,

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

(3) A person who, not having reasonable cause to believe that 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 financial services supplied as mentioned in paragraph (2)—

- (a) threatens to bring any legal proceedings,
- (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.

(4) In this regulation, “unsolicited” means, in relation to financial services supplied to any person, that they are supplied without any prior request made by or on behalf of that person.

(5) For the purposes of this regulation, a person who sends to a recipient an invoice or similar document which—

- (a) states the amount of a payment, and
- (b) does not comply with the requirements, applicable to invoices and similar documents, of regulations made under section 3A of the Unsolicited Goods and Services Act 1971 (contents and form of notes of agreement, invoices and similar documents)⁽¹⁾ or, as the case may be, article 6 of the Unsolicited Goods and Services (Northern Ireland) Order 1976 (contents and form of notes of agreement, invoices and similar documents)⁽²⁾,

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

(6) 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.

⁽¹⁾ 1971 c. 30; section 3A was inserted by section 1 of the Unsolicited Goods and Services (Amendment) Act 1975 (c. 13).

⁽²⁾ S.I.1976/57 (N.I. 1), amended by S.I. 2000/2334 and S.R. 2004 No. 23.

(7) 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.

(8) This regulation is without prejudice to any right a supplier may have at any time, by contract or otherwise, to renew a distance contract with a consumer without any request made by or on behalf of that consumer prior to the renewal of that contract.