
STATUTORY INSTRUMENTS

2013 No. 3134

**The Consumer Contracts (Information, Cancellation
and Additional Charges) Regulations 2013**

PART 3

Right to cancel

Limits of application: circumstances excluding cancellation

- 28.**—(1) This Part does not apply as regards the following—
- (a) the supply of—
 - (i) goods, or
 - (ii) services, other than supply of water, gas, electricity or district heating,
for which the price is dependent on fluctuations in the financial market which cannot be controlled by the trader and which may occur within the cancellation period;
 - (b) the supply of goods that are made to the consumer's specifications or are clearly personalised;
 - (c) the supply of goods which are liable to deteriorate or expire rapidly;
 - (d) the supply of alcoholic beverages, where—
 - (i) their price has been agreed at the time of the conclusion of the sales contract,
 - (ii) delivery of them can only take place after 30 days, and
 - (iii) their value is dependent on fluctuations in the market which cannot be controlled by the trader;
 - (e) contracts where the consumer has specifically requested a visit from the trader for the purpose of carrying out urgent repairs or maintenance;
 - (f) the supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications;
 - (g) contracts concluded at a public auction;
 - (h) the supply of accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities, if the contract provides for a specific date or period of performance.
- (2) Sub-paragraph (e) of paragraph (1) does not prevent this Part applying to a contract for—
- (a) services in addition to the urgent repairs or maintenance requested, or
 - (b) goods other than replacement parts necessarily used in making the repairs or carrying out the maintenance,
- if the trader supplies them on the occasion of a visit such as is mentioned in that sub-paragraph.
- (3) The rights conferred by this Part cease to be available in the following circumstances—

- (a) in the case of a contract for the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons, if they become unsealed after delivery;
- (b) in the case of a contract for the supply of sealed audio or sealed video recordings or sealed computer software, if the goods become unsealed after delivery;
- (c) in the case of any sales contract, if the goods become mixed inseparably (according to their nature) with other items after delivery.