

# businesscompanion

## trading standards law explained

### Cancellation instructions and form

In this section

[Pre-contractual information checklist](#)

You can supply the below suggested cancellation instructions, but you don't have to.

You must supply the model cancellation form to consumers

#### **Right to cancel**

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day. [see Note 1]

To exercise the right to cancel, you must inform us [See Note 2] of your decision to cancel this contract by a clear statement (for example, a letter sent by post, fax or email). You may use the attached model cancellation form, but it is not obligatory. [See Note 3]

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

#### **Effects of cancellation**

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you. We will make the reimbursement without undue delay, and not later than any of the following:

- (a) 14 days after the day we receive back from you any goods supplied
- (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods
- (c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

[See Note 4]

[See Note 5]

[See Note 6]

*Notes on instructions for completion:*

1. Insert one of the following texts between inverted commas:

a) in the case of a service contract or a contract for the supply of digital content which is not supplied on a tangible medium: "of the conclusion of the contract"

b) in the case of a sales contract: "on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods."

c) in the case of a contract relating to multiple goods ordered by the consumer in one order and delivered separately: "on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good."

d) in the case of a contract relating to delivery of a good consisting of multiple lots or pieces: "on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last lot or piece."

e) in the case of a contract for regular delivery of goods during a defined period of time: "on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the first good."

2. Insert your name, geographical address and, where available, your telephone number, fax number and email address.

3. If you give the option to the consumer to electronically fill in and submit information about the consumer's cancellation from the contract on your website, insert the following: "You can also electronically fill in and submit the model cancellation form or any other clear statement on our website [insert Internet address]. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (for example, by email) without delay."

4. In the case of sales contracts in which you have not offered to collect the goods in the event of cancellation insert the following: "We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest."

5. If the consumer has received goods in connection with the contract

a) Insert:

- "We will collect the goods."; or,  
- "You shall send back the goods or hand them over to us or . [insert the name and geographical address, where applicable, of the person authorised by you to receive the goods], without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired."

b) Insert:

- "We will bear the cost of returning the goods" or  
- "You will have to bear the direct cost of returning the goods  
- If, in a distance contract, you do not offer to bear the cost of returning the goods and the goods, by their nature, cannot normally be returned by post: "You will have to bear the direct cost of returning the goods, £/EUR [insert the amount]."; or if the cost of returning the goods cannot reasonably be calculated in advance: "You will have to bear the direct cost of returning the goods. The cost is estimated at a maximum of approximately £/EUR [insert the amount]."; or  
- If, in an off-premises contract, the goods, by their nature, cannot normally be returned by post and have been delivered to the consumer's home at the time of the conclusion of the contract: "We will collect the goods at our own expense."; and,

c) Insert:

"You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods."

6. In the case of a service contract insert the following: "If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has

been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract".

## Pre-contractual information checklist

You must ensure that all of the information included in the checklist below is provided clearly to consumers before they make a purchase:

Your identity. The legal name of the business (your name, Ltd company, partnership).

The main characteristics of the goods. You must give as much information as the means of communication allows. NB: Some products have specific labelling requirements which must be reproduced in online descriptions.

The geographical address where you are established and, where applicable, a telephone number and/or fax number to allow consumers to be able to contact you quickly and efficiently. If you have a different address for consumer complaints this should be given in addition to your geographical address. If you trade from home, but do not want to publicise this address you can use a PO Box, accountant or other virtual address provider.

Online sellers must provide an email address (an online contact form is not sufficient); if you are acting on behalf of another trader, their identity and geographical address; if applicable, your VAT number.

The total price of the goods inclusive of tax (such as VAT). If this cannot be calculated in advance you must say how this will be calculated.

All delivery charges or any other costs; if these cannot be calculated in advance you must state that they are payable and provide information on how they will be calculated. **Note:** remember you cannot charge additional fees for use of credit cards or other payment facilities.

The monthly, or billing period, costs of open-ended contracts or subscriptions - for example, monthly membership fees.

Any additional costs for using a specific means of distance communication to make the contract - for example, if you make an extra charge for buying by phone as opposed to online. If relevant, information about any deposit or similar to be paid by the consumer.

The arrangements for payment or delivery and the time that you will take to deliver the goods.

The duration of the contract and, if undetermined or automatically extended, how to terminate the contract and also the minimum duration of the contract if applicable.

If you have one, your complaint-handling policy, aftersales assistance and service, and any commercial guarantees - for example, an electrical appliance may come with an eight-year commercial guarantee for certain parts, which is above the legal minimum.

The conditions, time limits and procedure for exercising a right to cancel (providing the product is not exempt from cancellation) See Model Cancellation Instructions and Form (page 14 onwards).

Where there is no right to cancel, or, where that right can be lost under certain circumstances, the details of such circumstances, for example goods that are sealed for hygiene reasons.

If you are expecting consumers to pay the costs of returning the goods after cancellation you must tell them, or if the goods cannot normally be returned by post (they are too large, for example) you must advise consumers of the cost of returning them.

A reminder of the consumer's legal right to expect goods that are in conformity with the contract, which is to say of satisfactory quality, fit for purpose and as described.

Information about any applicable code of conduct and alternative dispute resolution mechanism - for example, if you are part of a trade association or a 'good trader' scheme then this should be disclosed to the consumer.

[\*\*< Selling within the EU\*\*](#)

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