

businesscompanion

trading standards law explained

Consumer cancellation rights

In this section

[What rights do consumers have to cancel?](#)

[How do consumers cancel?](#)

[What If I haven't given cancellation rights?](#)

[Exemptions to the right to cancel](#)

[Misleading descriptions](#)

[Product safety](#)

[Food safety and standards](#)

What rights do consumers have to cancel?

A consumer who has purchased your goods via an online platform has the right to cancel the contract and claim a refund without giving any reason or justification and without incurring any liability (unless exceptions apply) within 14 calendar days of receiving the goods.

This right gives the consumer the opportunity to examine the goods as they would be able to do in a retail store. Please note that the consumer does not have to pay for the return of the goods unless you have informed them that they have to bear that cost.

The 14-day cancellation period starts the day the goods are in the physical possession of the consumer (or when the last item in the order is in the consumers possession in the case of multiple goods). Weekends and public holidays are included in the 14 days. However, the cancellation period expires at the end of the following working day if the end of the 14 days falls on one of those days.

On receipt of the returned goods, or confirmation that they have been sent by the consumer, you must refund within 14 days, if it is found that the consumer handled the goods beyond what is necessary in order to establish their nature, characteristics and functioning (typically as they would be handled in a retail shop), and if this diminishes the value of the goods by any amount, you are entitled to claim that amount back from the consumer (but you may have to justify this).

Consumers can lose their right to cancel if:

- The consumer unseals certain goods after delivery where the seal is necessary for health protection or hygiene reasons - for example, make-up, or swimwear where the hygiene seal has been removed
- The consumer removes the seal on audio or video recordings, or computer software
- The goods become mixed inseparably with other goods - for example, paint additive being added to a consumer's pot of paint

How do consumers cancel?

As previously discussed, you need to inform the consumer about their right to cancel and how they can go about using it. To exercise the right to cancel, the consumer can notify you using a model cancellation form (if you have provided one) or by making any other clear statement of cancellation (whether or not in writing).

See our Cancellation Information and Model Cancellation Form.

What If I haven't given cancellation rights?

If you provide the required cancellation information late (but within 12 months from the consumer entering the contract), the cancellation period of 14 days starts when the consumer receives that information. If you do not provide the required cancellation information, the cancellation period ends at the end of 12 months after the day on which it would have ended if the information was provided according to the law.

Exemptions to the right to cancel

In the following cases the right to cancel does not apply:

- medical products, supplied by a prescriber or a healthcare professional or as part of the health service
- goods whose price depends on fluctuations in financial markets (for example, the value of foreign currency) and for the supply of alcoholic beverages when the price has been agreed, but their delivery can only take place after 30 days
- goods made to a consumer's specification (however this would not include goods where the component parts or extras are chosen from a standard list)
- personalised goods (for example a mug with a person's name painted on it or a tailor-made suit)
- perishable goods or goods that are likely to expire rapidly (such as flowers, or fresh fruit)
- newspapers, periodicals and magazines (except subscription contracts that can be cancelled)
- items sold at a public auction where there is an opportunity to attend in person (not an auction on an online marketplace such as eBay)
- contracts for accommodation, transport of goods, vehicle rental, catering or leisure services, if the contract is to be provided on a specified date or within a specified period

"The consumer does not have to pay for the return of the goods unless you have informed them that they have to bear that cost."

Misleading descriptions

You must be honest and truthful when describing your products. Marketing your product in a misleading way either by presenting them or describing them in a false manner, or omitting information that a consumer would need to make a decision, is a criminal offence.

Further information can be found here: '[Consumer protection from unfair trading](#)'.

Product safety

You must ensure that your products are safe. If you are manufacturing items, putting your brand name on them or importing them from outside the UK, you have a higher level of responsibility in ensuring that your products meet the UK legal safety requirements than if you are a retailer. This includes product-specific obligations that require products such as toys, cosmetics and electrical products to be tested to standards to show compliance with the law. As well as the composition of the product there are labelling requirements which may include you putting your business identity and geographical address on the product and/or its packaging and applying the CE / UKCA mark. Further detailed information can be found here: ['Product safety'](#).

Food safety and standards

If you are selling food products you must ensure that you are registered with your local Environmental Health Department as a food business operator. You must also be aware of the food standards legislation regarding the composition and labelling of your products. Much of the food information found on the product label will have to be duplicated on your online description. More detailed information can be found here: ['Food and drink'](#).

[< Legal requirements when selling](#)

[> Dispute resolution](#)

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Source URL:

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