

GUIDANCE

THE CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013

Consumer Contracts Regulations

What these rules cover and why they matter

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 set out what information you must give clients, when a right to cancel applies, how to confirm contracts, and what extra charges are not allowed. These duties apply whether you make the contract in your premises, in a client's home or another place, by phone, by email, or through your website. If you do not follow the rules, the contract can be unenforceable in parts and there can be offences for some off-premises situations.

The full Regulations can be found here:

[The Consumer Contracts \(Information, Cancellation and Additional Charges\) Regulations 2013](#)

Schedule 1 of the above Regulations advise that when you arrange a contract in your premises and the total value is over £42, you must give or make available specific information clearly and comprehensibly before the client is bound by that contract. Any later change to that information is only effective if the client expressly agrees.

Schedule 1 itself lists the items you must cover. In short, you need to tell the client:

- what you are providing e.g. a funeral service
- who you are e.g. your business trading name
- what it will cost e.g. completion of an estimate of funeral expenses at the point of making the funeral arrangements
- how and when you will deliver the service e.g. submission of a confirmation of funeral arrangements outlining date, time of funeral, meeting point etc.
- how problems will be handled e.g. your complaints policy
- total price including any VAT
- how and when payment will be received
- any after-sales help or guarantees.

If you build these points into your printed estimate or confirmation that you hand over in branch, you will usually meet the Schedule 1 duty, provided the information is clear, complete and given before the client is committed.

Many funeral businesses will explain to the client their right to cancel within 14 days even if the client arranges the funeral home (on site).

Schedule 2 requires you to advise your client when making arrangements **off-site** (e.g. the client's home), prior to them signing any contract, the following additional information:

- what you are providing e.g. a funeral service
- who you are e.g. your business trading name
- what it will cost e.g. completion of an estimate of funeral expenses at the point of making the funeral arrangements
- how and when you will deliver the service e.g. submission of a confirmation of funeral arrangements outlining date, time of funeral, meeting point etc.
- how problems will be handled e.g. your complaints policy
- total price including any VAT
- how and when payment will be received
- any after-sales help or guarantees.

If the client asks you to start work within the 14-day period, get a dated request that acknowledges they may have to pay reasonable costs if they later cancel.

If the contract is made online, by email or other electronic means immediately before the order is placed, show prominently:

- the main characteristics of the service to be provided
- total price

Make the order button say "order with obligation to pay" or an equally clear phrase. If you do not, the client is not bound.

If the contract is made by phone, at the start of the call, state your identity, who you are calling for if different, and that the purpose is to conclude a contract.

After the contract is agreed, send a confirmation in a letter, email or PDF that includes the Schedule 1 and 2 information. Do this promptly, and in any case no later than delivery of any goods and before you start the service.

The three settings and what you must do in each

1. On-premises contracts (in your branch)

Before the client is bound by a contract made in your premises and where the total is over £42, give or make available the Schedule 1 information in a clear and comprehensive way as outlined above. Changes to this information are only effective if the client expressly agrees.

2. Off-premises contracts (for example, in a family home)

Before the client is bound, you must give the Schedule 2 information as outlined above and a cancellation form (see example below). Provide this in writing either by letter or by email, if agreed by the client. You must also give either a copy of the signed contract or a confirmation that includes the Schedule 2 information above within a reasonable time.

Right to cancel: off-premises contracts carry a 14-day cancellation period from contract conclusion. If you start work within that period at the client's request, the client may still cancel but may have to pay reasonable costs for work done up to the point of cancellation. The model cancellation instructions and form are provided for you to use.

3. Distance contracts (phone, email, web)

Before the client is bound by the contract, give or make available all Schedule 1 and Schedule 2 information in a way that suits the channel used, and provide the cancellation form where the right to cancel exists. You must then send confirmation of the contract in writing within a reasonable time.

Special website rules: if the order places the client under an obligation to pay, right before they place the order you must make the total price and other key details plain, and the order button must be labelled only with "order with obligation to pay" or an unambiguous equivalent. If you do not do this, the client is not bound by the order. Your site must also show at the start of the checkout if there are delivery restrictions and which payment methods are accepted.

Telephone sales: at the start of the call say who you are, if you are calling on someone else's behalf, and that the purpose is to conclude a contract.

The 14-day cancellation period: how to handle it well

The cancellation window runs for 14 days from when the contract is concluded. Use the model wording and form so clients know how to cancel. If the client asks you to start work during the cancellation period, get a clear dated request to start work. If the client then cancels, you may charge reasonable costs for work done to that point but must reimburse other sums without undue delay and within 14 days of the cancellation notice. Use the same payment method for reimbursement unless agreed otherwise.

Good practice: include the model "request to start work" alongside your estimate so there is no doubt that services were started at the client's request.

Extra charges: what is not allowed

You must not rely on pre-ticked boxes or silence to charge for extras. There is no valid consent if the client has to opt out of a default charge.

What to confirm and when

For off-premises and distance contracts, send either a copy of the signed contract or a confirmation containing the Schedule 1 and Schedule 2 information as outlined above. Do this within a reasonable time, but in any event by delivery of any goods and before you begin the service. Make sure confirmations are clear and in writing.

Ready-to-use documents you already have

Your attachments include plain wording for the client information page, the cancellation notice, and the client's request to start work. Adopt these templates into your paperwork and website so the

legally required content is always present. They are designed to sit with your sales contract and estimate.

Quick checks for Funeral Directors and Arrangers/Administrators

Before the client is bound by the contract

Make sure you have given all Schedule 1 information in branch, or all Schedule 2 information off-premises or at a distance. If off-premises or distance, include the model cancellation instructions and the cancellation form.

If work will start within 14 days

Obtain the signed or recorded “request to start work” and explain that reasonable costs may be charged if the client cancels later.

For web orders

Show delivery restrictions and accepted payment methods at the start of checkout. Place the full price and key details right before the order. Label the button “order with obligation to pay” or an equivalent that is just as clear.

After the contract is formed

Send a legible confirmation on a durable medium that includes the required information. Do this promptly, and no later than delivery of any goods and before service begins. A simple way to comply is:

- once the family agrees to proceed, send a confirmation email with the estimate and terms as a PDF, or hand them a printed confirmation in branch, and record the date and time you sent or gave it.

If a client cancels

Acknowledge the cancellation, stop work, calculate reasonable costs where a start-work request exists, and refund the balance within 14 days using the same payment method unless agreed otherwise.

Charges and helplines

Remove any pre-ticked extras. Ensure helpline numbers for existing contracts do not cost more than the basic rate.

A model form can be used as laid out below on your own letterhead etc:

Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013

Important Information for Customers

YOUR RIGHTS

It is our responsibility to supply you with goods and services that meet your consumer rights. If you have any concerns that we have not met our legal obligations please contact us – our contact details are given above.

If you are unclear about your rights or require advice, you can contact the Citizens Advice Consumer Service on 0845 404 0506 or www.adviceguide.org.uk

CANCELLATION – YOUR RIGHTS

You have a right to cancel this contract and further information is given below.

YOUR RIGHT TO CANCEL

You have a right to cancel this contract without giving any reason within 14 days of entering into this contract with us. However, if the service of this contract has been fully performed, i.e. completed, this contract cannot be cancelled.

To exercise your right to cancel, you must inform us of your decision by a clear statement (i.e. a telephone call, letter sent by post, fax or email). You may use the attached cancellation form, but you do not have to, but you are advised to obtain proof that you have informed us.

To meet the cancellation deadline, you should let us know that you wish to cancel before the cancellation period has expired. If you want to put this in writing, this can be sent to us at the above address or by email.

EFFECTS OF CANCELLATION

If you cancel this contract, we will reimburse you all that you have paid us, subject to certain possible deductions set out below. To do this, we will need a specific request from you because of the cancellation period. This will mean that you will still have a right to cancel, but:

- you will have to pay our costs for the work that we have done up to the point when you inform us of your decision to cancel.

We will make the reimbursement without undue delay and not later than 14 days after the cancellation notice has been received.

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.

PART B - CANCELLATION NOTICE

Complete and detach this form ONLY IF YOU WISH TO CANCEL THIS CONTRACT.

To: _____

(Funeral Director/Arranger to insert name, address and email address of business to which the notice must be given)

I hereby give notice that I wish to cancel the contract for the funeral of:

with the above named business.

Signed (client): _____

Print Name: _____

PART C - REQUEST TO START WORK

To: _____

(Funeral Director/Arranger to insert name, address and email address of business to which the notice must be given)

I hereby ask you to start work on our contract on a date that we have already agreed.

I understand that I have a right to cancel this contract, as described above, within the cancellation period which ends 14 days after the date on which this form is signed. I also understand that, following cancellation, I may have to pay certain costs or have some reduction of our reimbursement, as above.

Signed (client): _____ Date: _____

Print Name: _____