

Cooling-Off Period Guidance

Summary

This guidance summarises the key points of the extended cooling-off period legislation. It also outlines the processes and information requirements for both optical businesses and customers from the time of the sale to the customer exercising their right to cancel and what the provider must then do to comply with the law.

The key points are:

- the cooling-off period has been extended to 14 calendar days
- **spectacles and other prescription items are exempt from the cooling-off period, however other products (including non-prescription contact lenses) are not**
- the cooling-off period does not apply to products valued at less than £42
- new information requirements for optical businesses on:
 - informing customers of their consumer rights, including the right to cancel
 - the product's full price including delivery and VAT
- this applies to distance (internet & telephone sales) and off-premises (e.g domiciliary) contracts

Introduction

The cooling-off period, also known as the right of withdrawal, has been extended to two weeks for distance and off-premises contracts following the introduction of new consumer rights legislation. An off-premise contract is defined as a contractual agreement between a provider and a customer which takes place in person and off the regular business premises. This could be for example a customer's home during a domiciliary appointment or during an event taking place at a separate venue. Distance contracts are defined as contracts concluded over other mediums such as the internet or the telephone.

For optical businesses the most important aspect of the new rules is that spectacles and other prescription medical devices are exempt from the cooling-off period. Prescription spectacles are considered a personalised product and are therefore exempt. Additionally, any other medical products and devices which are available on prescription are also exempt; however, other optical products or accessories, including non-prescription contact lenses, are not.

The new legislation takes effect on 1 October 2015. It is designed to modernise consumer rights to take into account the increasing use of off-premise and distance sales contracts. The aim is that a customer should enjoy equivalent consumer rights when, for example, ordering contact lenses in their own home as ordering them in an optical practice.

The new legislation and the pre-existing legislation it references regarding exemptions can be accessed via www.legislation.gov.uk – The ‘Consumer Rights Act 2015’ can be found [here](#), ‘The Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015’ can be found [here](#) and ‘The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013’ can be found [here](#).

Details of cooling-off period

Additional information requirements

The updated information requirements that you need to provide customers with are:

- general information i.e. your trading name, address and if you are trading on someone else’s behalf
- a description of the goods
- a clear statement that spectacles and other prescribed items are not covered by the cooling-off period as they are a customised product and/or medical device

their consumer rights including the right to cancel, the time limit and the procedures of cancelling a contract for products other than spectacles and medical devices (Please see appendix 1 for model instructions for cancellation to provide to customers).

It also is your responsibility to inform the customer of the total cost of the product including:

- a final price including VAT
- any additional delivery costs
- explain arrangements for payment

It is very important that you provide this information to customers clearly, including what the customers’ rights are under the cooling-off period. If this is not done, the cooling-off period will be extended from the original 14 days to 12 months.

Finally, off-premise and distance contract providers must not add additional charges for payment beyond the agreed deliver charge, such as options which require a customer to opt out of a premium charge. You must make sure that any telephone line used for customers to contact you is charged at the standard rate.

Cancellation process

Customers can cancel a distance or off-premise contract within the 14 day cooling-off period without having to provide any specific reason why. The cooling-off period starts when the customer receives the product.

If the customer wants to cancel the contract, it is their responsibility to inform you. For example, if the customer sends a letter containing a cancellation form and it is lost in the mail the customer is considered to have failed to inform the provider. However, if the customer emails the provider it is the provider's responsibility to acknowledge the cancellation notification.

It is also the customer's responsibility to make sure that the cancellation notification contains all necessary information. The notification has to follow a specific format and include:

- the traders name and contact details
- specifically state that the customer wants to cancel the contract
- include the date the goods were received
- the customer's name and contact details
- signature and date

After receiving a cancellation notification it is your responsibility to:

- reimburse all payments including delivery and the return of the goods. However, you are only liable to reimburse the value of a standard delivery. For example if a customer has opted for a 'next-day delivery' which is more expensive, the customer is liable for the difference in cost;
- reimburse the customer within 14 days of receiving the cancellation confirmation. However, you are entitled to hold off reimbursement until the goods have been returned or you have received confirmation that the goods have been dispatched. This does not apply if you have offered to collect the items. You may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of any unnecessary handling by the customer;
- reimburse the customer using the same means of payment that the customer used for the initial transaction unless otherwise agreed. This includes making sure the customer does not suffer any additional charges as a part of the reimbursement process.

Optical Confederation

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Appendix 1 – Model Instructions for Cancellation*

* To be included in contract or sent to customers who wish to cancel a contract with you

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

The cancellation period will expire after 14 days from [INSERT DATE].

To exercise your right to cancel, you must inform us of your decision in writing, fax or by email. To meet the cancellation deadline, it is sufficient for you let us know before the cancellation period has expired.

If you cancel this contract, we will reimburse you, including the costs of standard delivery (with the exception of any supplementary costs resulting from your choice of 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 any unnecessary handling by you. We will make the reimbursement without undue delay and in any event not later than 14 days from when we are informed about your decision to cancel this contract. We will carry out such 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 such reimbursement.

Insert your name, geographical address and, where available, your telephone number and e- mail address.

NOTE: 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.”