

Consultation response

Consumer Contract Regulations Review

May 2019



Introduction

The Law Society of Scotland is the professional body for over 11,000 Scottish solicitors. With our overarching objective of leading legal excellence, we strive to excel and to be a world-class professional body, understanding and serving the needs of our members and the public. We set and uphold standards to ensure the provision of excellent legal services and ensure the public can have confidence in Scotland's solicitor profession.

We have a statutory duty to work in the public interest, a duty which we are strongly committed to achieving through our work to promote a strong, varied and effective solicitor profession working in the interests of the public and protecting and promoting the rule of law. We seek to influence the creation of a fairer and more just society through our active engagement with the Scottish and United Kingdom Governments, Parliaments, wider stakeholders and our membership.

The Society's Consumer Law Committee welcomes the opportunity to consider and respond to the call for evidence: *Consumer Contract Regulations Review*.¹ We have the following comments to put forward for consideration.

Current system

Information which trader must provide to consumers for on premises contracts

Q1. Do you consider that the information requirements relating to on premises contracts are clear and comprehensible? Please highlight any areas you believe are unclear.

We have no comment on this question.

Q2. Do you consider that all the information which traders are required to provide for on premises contracts is appropriate to achieve the objectives of the CCRs? Please explain.

We have no comment on this question.

Q3. Are there any requirements in relation to on-premises contracts that you consider are no longer needed to meet the objectives?

No.

¹ https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/783401/consumer-contract-regulations-review.pdf



Q4. Are there other requirements in relation to on-premises contracts that should be added to reflect changes in the way the market operates?

It may be worth considering in relation to certain significant on premises consumer transactions, for example, the on premises purchase of a motor vehicle, that certain key information should be made available by the trader to the consumer in writing, rather than, or in addition to it being given orally.

Q5. Do you have any views about the time the information should be required for on-premises contracts and format by which it is delivered?

No.

Q6. Do you have any other views on the information requirements for on premises contracts and the impact on business and consumers (e.g. in terms of the appropriateness and balance of burdens or the usability of the information)?

See our comment in response to question 4 above.

Q7. Bearing in mind the objectives of the CCRs are there any additional forms of contract or trade that you believe should be covered (or existing ones where the rules are not necessary, where possible)?

No.

Information relating to distance and off-premises contracts

Q8. Do you consider that the information requirements relating to distance and off premises contracts are clear and comprehensible? Please highlight any areas you believe are unclear.

We have no comment on this question.

Q9. Do you consider that the information which traders are required to provide for distance and off premises contracts is relevant and appropriate in light of the objectives of the CCRs?

We have no comment on this question.

Q10. Are there any requirements that you consider are not necessary to meet the objectives? If so why?

We have no comment on this question.

Q11. Are there other requirements that you would like to see added? If so what and why?

We have no comment on this question.

Q12. Do you have any views about how the objectives are being met by the rules on the time the information is required and format by which it is delivered?

We have no comment on this question.

Q13. Our approach under the CCR's has generally been to leave it to traders to determine and specify the main characteristics of the goods or services, to the extent appropriate to the medium and goods and services. Do you think this is the right approach? Consumer Contract Regulations review: call for evidence

Considering the very wide range of transactions that are encompassed by the Regulations, we feel that prescriptive approach may not be workable.

Q14. Do you have any other views on the information requirements for on premises contracts and the impact on business and consumers?

No.

Cancellation rights and responsibilities for distance and off-premises sales

15. Do you think that 14 Days is an appropriate withdrawal period in light of the objectives of the Regulations for:

- (a) off premises contracts?**
- (b) distance contracts for goods?**
- (c) distance contracts for services?**

It is important that there is clarity and certainty, on the part of both the trader and consumer, in relation to the exercise of cancellation rights. In general terms, on balance we consider the period of 14 day is probably reasonable, but we have reservations about extending the cancellation period to 12 months unless there was a very compelling reason to do so.

16. Do these timescales create any issues for consumers or traders? Please give details.

See comments at question 15.

17. Do you consider the extension of the cancellation period to 12 months, where the trader fails to provide the consumer with information about their cancellation rights, is appropriate? If you think it is disproportionate, please explain.

See comments at question 15.

18. Do you agree that the existing sectoral exemptions to the right of return are appropriate?

See comments at question 15.

19. Consumers have no rights to cancel when they have requested an urgent call out from a trader, (for example for urgent repairs or maintenance). Do you think that it is sufficiently clear what constitutes an urgent call out? Do you have concerns that this leads to the no cancellation right?

See comments at question 15.

20. Do you have any views about the rights and responsibilities to:
(a) return of goods in the event of cancellation?
(b) supply of services in the cancellation period?
(c) supply of digital content in the cancellation period?

See comments at question 15.

Measures to prevent Hidden costs

21. Do you think that these measures are effective to ensure that consumers do not incur unexpected additional costs?

We have no comment on this question.

22. Do you have any suggestions that could make them more effective? Please provide details.

We have no comment on this question.

General questions

23. Do you consider that the regulations have achieved their intended objectives (i.e. increasing consumer confidence and ensuring the provision of upfront information)?

We have no comment on this question.

24. Do you think the objectives remain appropriate? If not, what other objectives should be considered?

We have no comment on this question.

25. Could any of the objectives be achieved in a non-regulatory way? If so, how?

We have no comment on this question.

Consumer Contract Regulations review: call for evidence

26. Are there any areas where you believe there could be better enforcement of the regulations? Please explain and provide evidence.

We have no comment on this question.

27. Are there any particular issues or difficulties for enforcers of the regulations? Please explain.

We have no comment on this question.

28. Are there specific concerns of consumer detriment, in particular concerning transparency of information when purchasing goods and/or services in the context of unsolicited visits by a trader to a consumer's home or commercial excursions organised by a trader? Please give details.

We have no comment on this question.

29. Do consumers understand their rights and where to go to complain when things go wrong?

We have no comment on this question.

30. Are there any other comments on the regulations (e.g. on the additional areas of UK application) that you would like to make that have not been captured above?

We have no comment on this question.

For further information, please contact:

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