



## CANCELLATION (COOLING OFF) RIGHTS

The law in the EU offers provisions allowing consumers to cancel **most of** the agreements made **away from the company's office or store** and by the **means of distance communication** (internet, telephone, etc.).

Time limit to notify the company of cancellation is 14 days, starting on the day when agreement is made (service contracts) or on the date of delivery of the item ordered (purchase of goods).

**IMPORTANT:** there is no legal right to cancel the agreements made in trader's store or office. In such cases, traders may have internal cancellation policies, which are voluntary and operate in accordance with their own Terms and Conditions, which traders are free to set as they see fit.

There are some types of agreements that are **exempt from the need to offer cancellation rights altogether (!)**. Most notably, this includes (but is not limited to) contracts for accommodation and transport services, booked for a particular date or period of time. Companies offering such services can set their cancellation policies as they see fit.

The same legislation puts certain information requirements on traders who sell goods and services through these channels (away from the company's office or store and by the means of distance communication).

The information to be supplied will depend on the type of agreement. Some of the information will have to be provided to consumers in **durable format** (i.e. one that can no longer be edited). This can be in the printed format or sent electronically (e-mail with or without attachments).

Most importantly, this should include the information **regarding cancellation rights, or lack thereof**. If no such information is given, cancellation period can be extended **even by one year**.

When cancelling an agreement for purchase of goods, you will be expected to send the goods back to the seller within the maximum period of 14 days. If the seller provides the information that you need to **cover the cost** of return, you will be expected to do so.

**IMPORTANT:** you can only inspect the goods to the extent you would be allowed to in a store, goods returned to trader **need to be in resalable condition**, including the original packaging, etc. Traders can make deductions from refunds, if the item has less value, due to excessive handling, etc.

When cancelling an agreement for provision of services, the company can ask you to pay for whatever service has been done **up to the point of cancellation**, if you agreed for the performance of the agreement to start immediately.