



Primary Authority Partnership

Warwickshire County Council Trading Standards & National Federation of Property Professionals & The Property Ombudsman

Primary Authority Advice

Advice requested:

Do the new cancellation regulations still apply when a chattels auctioneer collects items from the home of the owner, to sell in a chattels auction at another location?

Legislation considered:

Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("CICAR")

Other Material considered:

BIS - Consumer Contracts (Information, Cancellation and Additional Charges) Regulations Implementing Guidance [December 2013] ("BIS Guidance")

CTSI Business Companion.info – Off premises Sales Guidance [2015] ("CTSI off premises Guidance")

Assured Advice Issued:

A chattels auctioneer will usually act as an agent for the consumer. They will enter chattels into an upcoming auction and can accept an offer to purchase, on behalf of the seller, from a bidder at auction.

The sale of any item at a public auction is exempt from the right to cancel (see CICAR regulation 28(1)(g) and the definition of public auction in regulation 5).

However, the agency contract that will exist between the consumer and the auctioneer (as agent) will be covered by the regulations. Depending on whether the contract is an off-premises, on-premises or distance contract, there may be a requirement to provide a right to cancel.

Some examples:

A - Consumer visits auctioneer's premises with chattels and agrees to form an agency contract for the auctioneer to sell the chattels. (On Premises Contract)

The auctioneer must provide all the information to the consumer in a clear and comprehensible manner, as required by regulation 9 and set out in Schedule 1 of CICAR, unless the information is already apparent from the context. There is no right to cancel.

B – Auctioneer visits consumer in their home to value chattels and consumer signs an agency contract at that time for the auctioneer to sell the chattels. (Off Premises Contract)

The agent must provide all the information as set out in schedule 2 of CICAR on paper, in a clear and comprehensible manner, as required by regulation 10, and must provide the cancellation form as set out in Part B of schedule 3. 14 days cancellation period starts on the following day after the day on which the contract was made.

C – Auctioneer visits consumer in their home to value chattels, leaves agency contract with the consumer and leaves the premises. The consumer then signs and either posts, emails, or hand delivers the contract back to the auctioneer at a later date.

The auctioneer must provide all the information to the consumer in a clear and comprehensible manner, as required by regulation 9 and set out in Schedule 1 of CICAR, unless the information is already apparent from the context. There is no right to cancel.

Note - If the consumer returned a contract to the auctioneer immediately (within one hour from the auctioneer leaving), then this would be considered an off-premises contract (cancellation rights would then apply).

D – Consumer visits auctioneer's website and uploads details of chattels for online valuation and then enters into agency agreement online. (Distance Contract)

The agent must provide all the information as set out in schedule 2 of CICAR, as required by regulation 13, and must provide the cancellation form as set out in Part B of schedule 3. 14 days cancellation period starts on the following day after the day on which the contract was made.



This advice covers the action of forming the contract between two parties. Any subsequent visit by the auctioneer's staff to pick up the chattels and take them to the auction would be considered as part of the service (i.e. fulfilling the contract).

Date Advice is Effective from:

15 12 2015

Reference and renewal:

The reference for this advice is: WTS/NFOPP/TPOS/9

This advice shall be reviewed in 12 months from the issue date.