

to (or in accordance with directions given by) the person placing the order;
 "purchase" includes acquisition under a hire purchase agreement and references to buyers and sellers shall be construed accordingly; and
 "supply" includes making goods available, sending goods and installing goods.

The Practice Referred

2. The three practices referred are:

- (a) seeking to induce consumers to enter into mail order transactions on terms whereby a payment is to be made before the goods are sent without giving any undertaking to return the money if the goods are not sent within a specified period;
- (b) seeking to induce consumers to enter into mail order transactions on terms whereby a payment is to be made before the goods are sent without:
 - (i) identifying the seller; or
 - (ii) indicating his place of business;
- (c) taking payments of consumers whether by way of deposit or otherwise in connection with the purchase other than through mail order transactions) of goods for future supply without arranging for the money to be returnable if the goods are not supplied by a specified date or within a specified period.

The Effects

3. The effects mentioned in section 17 (2) of the Fair Trading Act which the practices referred appear to the Director General of Fair Trading to have or likely to have are:

- (a) misleading consumers as to their rights under relevant transactions (an effect mentioned in section 17 (2) (a));
- (b) withholding from consumers adequate information as to their said rights (an effect mentioned in section 17 (2) (a));
- (c) confusing consumers as to the terms or conditions of the relevant transaction (an effect mentioned in section 17 (2) (b));
- (d) causing the terms or conditions on or subject to which consumers enter into the relevant transactions to be so adverse to the consumers as to be inequitable (an effect mentioned in section 17 (2) (d)).

The Proposals

4. In the case of the practice described in paragraph 2 (a):
 - (i) that all advertisements (including television, radio and cinema advertisements), catalogues, circulars and other communications describing goods and inviting consumers to enter into mail order transactions which state or suggest that a payment is to be made before the goods are sent should include the words "despatch by () date or refund"; or "despatch within () days of order or refund";
 - (ii) that where a payment is sent by a consumer as a result of an invitation in such a communication that it should be unlawful, if the goods are not sent by the specified date or within the specified period, to fail to send a refund of the payment before the expiry of seven days after the date, or the end of the period, specified;
 - (iii) that where the obligation to specify a date or period is not discharged in relation to a communication but a consumer nonetheless sends a payment, it should be an offence to fail to send a refund of the payment within seven days of receipt unless the relevant goods are sent within those seven days;
 - (iv) that where a consumer sends a payment in relation to a number of separately priced articles and some (but not all) of the articles are duly sent the obligation to make a refund should be limited to the proportion of the payment which relates to articles not duly sent.
5. In the case of the practice described in paragraph 2 (b):
 - (i) that all advertisements (except television, radio and cinema advertisements), catalogues, circulars and other communications describing goods and inviting consumers to enter into mail order transactions which state or suggest that a payment is to be made before the goods are sent should include the name (or business name) of the person seeking to supply the goods and the address at which the business of supplying those goods pursuant to mail order transactions is managed;

(ii) that the requirement described in paragraph (i) should not extend to company documents complying with the requirements of section 9 (7) of the European Communities Act, 1973, as to the inclusion of the company name and the address of its registered office in company documents.

6. In the case of the practice described in paragraph 2(c):

- (i) that a trader taking a deposit or other payment of £10 or more of a consumer in connection with the purchase of goods to be supplied at a later date should be required to furnish the consumer with a document evidencing an agreement that the payment will be refunded within 7 days of request and the consumer released from any obligation to buy the goods if they are not supplied within a period, or by a date, specified in the document;
- (ii) that the requirement described in paragraph (i) should not apply to mail order transactions or require a trader to accept any obligation to supply goods;
- (iii) that the requirement so described should apply to payments of less than £10 which increase to £10 or more the total payments made in connection with a single transaction or a series of transactions entered into separately to evade that requirement;
- (iv) that it should be unlawful, where goods have not been duly supplied, for a trader to fail, within 7 days of request, to return a payment to a consumer in breach of an obligation undertaken to comply with the requirement described in paragraph (i);
- (v) that it be expressly provided that it should not be unlawful to fail to make a refund to a consumer who is in breach of contract or who has delayed the supply of goods;
- (vi) that it be expressly provided that it should not be unlawful to fail to make a refund, where the parties have agreed to extend the period for the supply of the goods, at any time earlier than 7 days after the expiry of the extended period;
- (vii) that it be expressly provided that where some (but not all) of the goods to which a payment relates are taken by the consumer, it should not be unlawful to fail to refund any part of the payment which reflects the otherwise unpaid price of the goods taken.

DEPARTMENT OF THE ENVIRONMENT

2 Marsham Street,
London S.W.1.

The Secretary of State for the Environment in exercise of the powers conferred upon him by the Transport Act 1962, has made the following appointment:

British Waterways Board

Lord Leather, C.B.E., Member, from 21st February 1974 to 28th February 1977.

TOWN AND COUNTRY PLANNING ACT 1971

The Secretary of State for the Environment hereby gives notice that he has made an Order entitled "The Conversion of Highways into Footpaths or Bridleways (Royal Borough of Kingston upon Thames) (No. 1) Order 1974" extinguishing any right which persons may have to use vehicles (other than those specified in Schedule 2 to the Order) on a length of Mill Place, Kingston upon Thames.

Copies of the Order may be obtained, free of charge, on application to the Secretary of State, 2 Marsham Street, London, SW1P 3EB (quoting TTP 44/L23/01) and may be inspected at all reasonable hours at the Guildhall, Kingston upon Thames, Surrey.

Any person aggrieved by the Order and desiring to question the validity thereof, or of any provision contained therein, on the ground that it is not within the powers of the above Act or that any requirement of that Act or of any regulation made thereunder has not been complied with in relation to the Order, may, within 6 weeks of the 15th May 1974, apply to the High Court for the suspension or quashing of the Order or of any provision contained therein.

Any person who, at the time of the coming into force of the Order, has an interest in land having lawful access to a highway to which the Order relates shall be entitled to