

Martin Bond
Department of Trade and Industry
Consumer Affairs Directorate
Room 406
1 Victoria Street
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17 July 2001

Dear Martin

Modernising Our Laws For The Information Age

Thank you for your letter of 20 April seeking the views of the Scottish Consumer Council on the above matter. While we do not intend to respond in detail, we would like to make some general comments about the issue of statutory requirements in terms of 'writing' and 'signature'.

First and foremost, it is essential that where changes are made, existing protections for consumers are safeguarded. Where a signature is currently required in writing, this requirement exists to protect the consumer, and consumers must continue to be adequately protected.

We would also point out that there may be cases where the protection afforded to the consumer is in fact more dependent on *where* the contract is signed than on *how* it is signed. Under the Consumer Credit Act, for example, where a contract is signed on the business premises of the creditor, the debtor is not protected by the 'cooling off' provisions which would otherwise apply.

There is also a need to ensure that any differences between the law in England and Wales and that in Scotland are addressed so that consumers across the UK are afforded the same degree of protection. While signature requirements are often the same in Scotland as the rest of the UK, for example under the Consumer Credit Act, this is not always the case.

For example, in Scotland certain types of contract, including wills and contracts relating to property, must be signed in accordance with the provisions of the Requirements of Writing (Scotland) Act 1995. Any changes to these provisions would of course be required to be made by the Scottish Parliament.

I hope that these comments are helpful. Please do not hesitate to contact me should you wish to discuss any aspect of this response.

Yours sincerely

Sarah O'Neill
LEGAL OFFICER