

## Buyers' Rights against Cash-on-Delivery Operators in Thailand

Effective on and from 3<sup>rd</sup> October 2024, every cash-on-delivery / logistics service providers ("**COD Operators**") must allow consumers who purchase goods online to open the package of the goods and take their photos or make video recordings before making payment to the couriers who deliver the goods to the consumers.

The above is one of the key legal obligations imposed on the COD Operators by the Contract Committee of the Consumer Protection Board under its Notification Re: Prescribing Cash on Delivery Business ("**COD Business**") as Receipt-Controlled Business B.E. 2567 (2024) dated 3<sup>rd</sup> July 2024 ("**Notification**"). The Notification was issued under the Consumer Protection Act B.E. 2522 (A.D. 1979) and was published in the Royal Gazette on 5<sup>th</sup> July 2024. The other key obligations are the followings:

1. COD Operators must issue a receipt to the buyer immediately after the buyer pays the purchase price in cash or via any electronic means selected by the buyer. The receipt must be made in Thai and clearly legible and contain the full names and contact details of the sender/seller and the COD Operator, the details of the delivery (e.g. tracking number, pick-up address, details of the courier and the buyer, the goods and the amount of the COD payment, the duration of COD payment withholding, the refund and return durations), the statement about the buyer's rights to reject the delivery of the goods if they are not-as-described or defective or fake, and the right to get a refund of the payment within 15 days from the date on which the COD Operator receiving a refund request from the buyer.
2. The COD Operators must not issue a receipt that contains exemption or limitation of liabilities of the COD Operators or the seller in relation to the returned goods for being not-as-described, defective or fake, or prohibits returning or changing of the goods, or prohibits refunding of the purchase price.
3. The COD Operators must withhold the payments received from the buyers and not pay them to sellers for 5 days from the date of the goods delivery and the receipt of the payment.
4. The COD Operators must allow the buyer to return the goods to the COD Operators if the goods are not-as-described or defective or fake and allow the buyer to obtain a refund of the payment during the 5-day period from the delivery date. The refund must be made to the buyer within 15 days of receiving the refund request from the buyer.

The rights of the consumers against the COD Operators under the Notification summarized above are separate from their rights to terminate the sale and purchase contract and to claim for a refund of the purchase price from the direct sellers within 7 days from the date of receiving of the goods under the Direct Sale and Direct Marketing Act B.E. 2545 (A.D. 2002).



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