



Digital Markets, Competition and Consumers Act 2024

2024 CHAPTER 13

PART 4

CONSUMER RIGHTS AND DISPUTES

CHAPTER 1

PROTECTION FROM UNFAIR TRADING

Prohibition of unfair commercial practices

225 Prohibition of unfair commercial practices

- (1) Unfair commercial practices are prohibited.
- (2) The promotion of unfair commercial practices in, or in connection with, a code of conduct by—
 - (a) a person responsible for the content of a code of conduct, or
 - (b) a person responsible for monitoring compliance with a code of conduct, is prohibited.
- (3) In this Chapter—
 - “commercial practice” means an act or omission by a trader relating to the promotion or supply of—
 - (a) the trader’s product to a consumer,
 - (b) another trader’s product to a consumer, or
 - (c) a consumer’s product to the trader or another person;
 - “consumer” means an individual acting for purposes that are wholly or mainly outside the individual’s business;

Status: This is the original version (as it was originally enacted).

- “trader” means—
- (a) a person (“P”) acting for purposes relating to P’s business, or
 - (b) a person acting in the name of, or on behalf of, P for purposes relating to P’s business.
- (4) A commercial practice is unfair if—
- (a) it is likely to cause the average consumer to take a transactional decision that the consumer would not have taken otherwise as a result of the practice involving one or more of the following—
 - (i) a misleading action (see section 226);
 - (ii) a misleading omission (see section 227);
 - (iii) an aggressive practice (see section 228);
 - (iv) a contravention of the requirements of professional diligence (see section 229),
 - (b) it omits material information from an invitation to purchase (see section 230), or
 - (c) it is listed in [Schedule 20](#) (commercial practices which are in all circumstances considered unfair).
- (5) It is immaterial for the purposes of the definition of “commercial practice” in subsection (3) whether the act or omission takes place—
- (a) at the time of the promotion or supply in question, or
 - (b) before or after that time.
- (6) It is immaterial for the purposes of the definition of “trader” in subsection (3)—
- (a) in relation to paragraph (a) of that definition, whether P is acting personally or through another person acting in P’s name or on P’s behalf;
 - (b) in relation to paragraph (b) of that definition, whether or not the purposes relating to P’s business are the only or main purposes for which the person is acting.

226 Misleading actions

- (1) For the purposes of this Chapter, a commercial practice involves a misleading action if the practice involves—
- (a) the provision of false or misleading information relating to a product, a trader or any other matter relevant to a transactional decision,
 - (b) an overall presentation which is likely to deceive the average consumer about a matter relating to a product, a trader or any other matter relevant to a transactional decision,
 - (c) any marketing of a product which creates confusion, or is likely to create confusion, with any product, trade mark, trade name or other distinguishing mark of another trader, or
 - (d) a failure to comply with a requirement in a code of conduct to which subsection (5) applies in circumstances where the trader asserts that the trader acts in compliance with that code.
- (2) In subsection (1)(a), the reference to misleading information includes a reference to information which, although true, is presented in a misleading way.

- (3) For the purposes of subsection (1)(b), an overall presentation may be deceiving even if the information it contains is true.
- (4) In subsection (1)(c), the reference to another trader is a reference to a trader other than the trader supplying the product that is being marketed.
- (5) This subsection applies to a requirement in a code of conduct if—
 - (a) there is no discretion afforded to the trader in relation to the requirement, and
 - (b) compliance with the requirement is capable of being verified.

227 Misleading omissions

- (1) For the purposes of this Chapter, a commercial practice involves a misleading omission if, considering the matters mentioned in subsection (3), the practice—
 - (a) omits material information,
 - (b) omits information which the trader is required under any other enactment to give to a consumer as part of the practice, or
 - (c) fails to identify its commercial intent (unless it is already apparent from the context).
- (2) In subsection (1)(a), “material information” means information that the average consumer needs to take an informed transactional decision.
- (3) The matters referred to in subsection (1) are—
 - (a) any limitations resulting from the means of communication used in the commercial practice (including limitations of space or time), and
 - (b) any steps taken by the trader to overcome those limitations by providing information by other means.
- (4) In this section, references to omitting information include providing information—
 - (a) in a way that is unclear or untimely, or
 - (b) in such a way that the consumer is unlikely to see it.

228 Aggressive practices

- (1) For the purposes of this Chapter, a commercial practice involves an aggressive practice if it uses harassment, coercion or undue influence.
- (2) In determining whether a commercial practice uses harassment, coercion or undue influence, account must be taken of—
 - (a) the nature of the practice;
 - (b) the timing and location of the practice;
 - (c) whether the practice involves the use of any threatening or abusive language or behaviour;
 - (d) whether the practice exploits any vulnerability of a consumer (including any vulnerability of a kind mentioned in [section 247\(4\)](#));
 - (e) whether the practice involves a threat to take action which cannot legally be taken;
 - (f) whether the practice requires a consumer to take onerous or disproportionate action in order to exercise rights that the consumer has in relation to a product.
- (3) In this section—

- (a) “coercion” includes the use or threat of physical force;
- (b) “undue influence” means exploiting a position of power in relation to a consumer so as to apply pressure in a way which significantly limits the consumer’s ability to make an informed decision.

229 Contravention of the requirements of professional diligence

For the purposes of this Chapter, a commercial practice involves a contravention of the requirements of professional diligence if the practice falls short of the standard of skill and care which a trader may reasonably be expected to exercise towards consumers which is commensurate with either—

- (a) honest market practice in the trader’s field of activity, or
- (b) the general principle of good faith in the trader’s field of activity.

230 Omission of material information from invitation to purchase

(1) For the purposes of this Chapter, a commercial practice which is an invitation to purchase omits material information if, considering the matters mentioned in subsection (8), it omits any of the information which is—

- (a) set out in subsection (2), and
- (b) not already apparent from the context.

(2) The information referred to in subsection (1) is—

- (a) the main characteristics of the product (to the extent appropriate considering the means used to communicate the invitation to purchase and the nature of the product);
- (b) the total price of the product (so far as paragraph (c) does not apply);
- (c) if, owing to the nature of the product, the whole or any part of the total price cannot reasonably be calculated in advance, how the price (or that part of it) will be calculated;
- (d) the identity of the trader and the identity of any other person on whose behalf the trader is acting;
- (e) the business address and, if different, the service address of the trader and any business email address of the trader;
- (f) in relation to any other person on whose behalf the trader is acting—
 - (i) the person’s business address and business email address (if the person has such addresses), and
 - (ii) if different to the person’s business address, the person’s service address;
- (g) any freight, delivery or postal charges, including any taxes, not included in the total price of the product but which the consumer may choose to incur (or where those additional charges or taxes cannot reasonably be calculated in advance, the fact that they may be payable);
- (h) for products involving a right of withdrawal or cancellation, the existence of such a right;
- (i) to the extent that the trader’s practice in relation to any of the arrangements mentioned in subsection (3) departs from the trader’s published practice in relation to those arrangements, the practice which the trader is currently operating;

- (j) any information which the trader is required under any other enactment to give to a consumer as part of an invitation to purchase.
- (3) The arrangements referred to in subsection (2)(i) are—
- (a) the arrangements for payment;
 - (b) the arrangements for delivery of the product;
 - (c) the arrangements for performance;
 - (d) the arrangements for handling complaints.
- (4) For the purposes of subsection (2)(b) the total price of a product includes any fees, taxes, charges or other payments that the consumer will necessarily incur if the consumer purchases the product.
- (5) For the purposes of subsection (2)(c) (and subject to the matters mentioned in subsection (8)) the information given must—
- (a) be such that it enables the consumer to calculate the total price, and
 - (b) be set out with as much prominence as any information that is set out in compliance with subsection (2)(b).
- (6) For the purposes of subsection (2)(d) “identity”, in relation to a trader, means—
- (a) the name of the trader, and
 - (b) if different, the name under which the trader trades.
- (7) For the purposes of subsection (2)(e)—
- “business address”, in relation to a person, means—
 - (a) where the person is a body corporate, the address of its registered or principal office,
 - (b) where the person is a firm that is not a body corporate, the address of the principal office of the firm, or
 - (c) in a case where neither paragraph (a) or (b) applies, the address of the person’s principal place of business;
 - “business email address”, in relation to a person, means any email address used by the person for conducting business;
 - “service address”, in relation to a person, means the address at which the person will accept service of documents.
- (8) The matters referred to in subsection (1) are—
- (a) any limitations resulting from the means of communication used in the commercial practice (including limitations of space or time), and
 - (b) any steps taken by the trader to overcome those limitations by providing information by other means.
- (9) In this section, references to omitting information include providing information—
- (a) in a way that is unclear or untimely, or
 - (b) in such a way that the consumer is unlikely to see it.
- (10) In this Chapter, “invitation to purchase” means a commercial practice involving the provision of information to a consumer—
- (a) which indicates the characteristics of a product and its price, and
 - (b) which enables, or purports to enable, the consumer to decide whether to purchase the product or take another transactional decision in relation to the product.