



# Digital Markets, Competition and Consumers Act 2024

## 2024 CHAPTER 13

### PART 4

#### CONSUMER RIGHTS AND DISPUTES

### CHAPTER 1

#### PROTECTION FROM UNFAIR TRADING

#### *Introduction*

#### **224 Overview**

- (1) This Chapter confers protections on consumers from unfair commercial practices.
- (2) Section 225 sets out what are unfair commercial practices and prohibits the use and promotion of them.
- (3) Sections 226 to 230 provide more detail about commercial practices which are unfair because they are misleading, aggressive or omit material information, or because they contravene the requirements of professional diligence.
- (4) Section 231 requires, or confers power on, specified public bodies to enforce the prohibitions in section 225.
- (5) Sections 232 to 235 confer rights on consumers in relation to unfair commercial practices and make related provision.
- (6) Section 236 sets out what happens when a trader supplies a product to a consumer that the consumer has not requested.

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- (7) Sections 237 to 241 create criminal offences in relation to unfair commercial practices and make related provision.
- (8) Sections 242 to 252 contain miscellaneous and interpretative provisions in relation to this Chapter.

### *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;
 “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

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- (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—

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- (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.

### *Public enforcement*

## **231 Public enforcement**

- (1) It is the duty of every local weights and measures authority in Great Britain to enforce in its area the prohibitions in section 225.
- (2) It is the duty of the Department for the Economy in Northern Ireland to enforce the prohibitions in section 225 in Northern Ireland.
- (3) The CMA may also enforce the provisions of this Chapter.
- (4) In exercising functions under this section, every local weights and measures authority in Great Britain, the Department for the Economy in Northern Ireland and the CMA must have regard to the desirability of encouraging control of unfair commercial practices by such established means as it considers appropriate having regard to all the circumstances of the particular case.
- (5) Nothing in this section authorises a local weights and measures authority in Great Britain to bring proceedings in Scotland for an offence.

*Consumers' rights of redress relating to unfair commercial practices***232 Rights of redress**

- (1) A consumer has rights of redress under this Chapter if each of the following four conditions is met.
- (2) The first condition is that—
  - (a) the consumer enters into a contract with a trader under which the trader supplies a product to the consumer (a “business-to-consumer contract”),
  - (b) the consumer enters into a contract with a trader under which—
    - (i) the consumer supplies a product to the trader, and
    - (ii) the trader does not supply a product to the consumer (a “consumer-to-business contract”), or
  - (c) the consumer makes a payment to the trader for the supply of a product (a “consumer payment”).
- (3) The second condition is that—
  - (a) the trader engages in a prohibited practice in relation to the product, or
  - (b) in a case where a consumer enters into a business-to-consumer contract for goods or digital content—
    - (i) a producer engages in a prohibited practice in relation to the goods or digital content, and
    - (ii) when the contract is entered into, the trader is aware of the commercial practice that constitutes the prohibited practice or could reasonably be expected to be aware of it.
- (4) The third condition is that the prohibited practice is a significant factor in the consumer’s decision—
  - (a) to enter into the contract mentioned in subsection (2)(a) or (b), or
  - (b) to make the payment mentioned in subsection (2)(c).
- (5) The fourth condition is that the product concerned is not a product excluded from the application of rights of redress by regulations under section 233.
- (6) In subsection (3), “producer” means—
  - (a) a manufacturer of the goods or digital content,
  - (b) an importer of the goods or digital content into the United Kingdom, or
  - (c) a person purporting to be such a manufacturer or importer by placing the person’s name, trade mark or other distinctive sign on the goods or by using it in connection with the digital content,and includes a producer acting personally or through another person acting in the producer’s name or on the producer’s behalf.
- (7) In this Chapter, “prohibited practice” means an unfair commercial practice involving—
  - (a) a misleading action, or
  - (b) an aggressive practice.
- (8) For the purposes of subsection (7), section 225(4)(a) applies as if the reference to a transactional decision were a reference to any decision taken by a consumer to—
  - (a) enter into a business-to-consumer contract,

- (b) enter into a consumer-to-business contract, or
- (c) make a consumer payment.

### **233 Rights of redress: further provision**

- (1) The Secretary of State may by regulations provide for any of the following descriptions of rights to be exercisable by a consumer who has rights of redress under this Chapter—
  - (a) a right to unwind in respect of a relevant contract or consumer payment;
  - (b) a right to a discount in respect of a supply of a product under a relevant contract;
  - (c) a right to damages in respect of financial loss, distress or physical inconvenience or discomfort.
- (2) Regulations under this section may include provision—
  - (a) about how a right is to be exercised by the consumer;
  - (b) for an amount of discount mentioned in subsection (1)(b) to be determined in accordance with the regulations;
  - (c) about the circumstances in which damages mentioned in subsection (1)(c) are or are not payable;
  - (d) imposing conditions or restrictions on the exercise of a right;
  - (e) about the consequences of the exercise of a right;
  - (f) excluding products of a description specified in the regulations from the application of the rights of redress available under this Chapter.
- (3) Provision under subsection (2)(e) about the consequences of the exercise of a right may (among other things)—
  - (a) provide for the termination of a relevant contract;
  - (b) require the trader to make a refund of an amount determined in accordance with the regulations;
  - (c) require goods supplied under a relevant contract to be returned or for payment to be made in respect of such goods.
- (4) In this section, “relevant contract” means—
  - (a) a business-to-consumer contract;
  - (b) a consumer-to-business contract.
- (5) Regulations under this section are subject to the affirmative procedure.

### **234 Enforcement of rights of redress**

- (1) A consumer with a right to unwind, a right to a discount or a right to damages by virtue of regulations under section 233 may bring a claim in civil proceedings to enforce that right.
- (2) In Scotland, proceedings to enforce a right to unwind may be brought before the Sheriff or the Court of Session.
- (3) If in proceedings under this section the consumer establishes that the consumer has one of the rights mentioned in subsection (1), the court must make an order that gives effect to—
  - (a) that right, and



- (b) any associated obligations of the consumer imposed by regulations under section 233.
- (4) The Limitation Act 1980 applies to a claim under this section in England and Wales as if it were an action founded on simple contract.
- (5) The Limitation (Northern Ireland) Order 1989 (S.I. 1989/1339 (N.I. 11)) applies to a claim under this section in Northern Ireland as if it were an action founded on simple contract.

### **235 Relationship between rights of redress and other claims relating to prohibited practices**

- (1) Nothing in this Chapter affects the ability of a consumer to make a claim under a rule of law or equity, or under an enactment, in respect of conduct constituting a prohibited practice.
- (2) But a consumer may not—
  - (a) make a claim to be compensated under a rule of law or equity, or under an enactment, in respect of such conduct if the consumer has been compensated in respect of the conduct by virtue of regulations under section 233, or
  - (b) make a claim to be compensated under this Chapter in respect of such conduct if the consumer has been compensated under a rule of law or equity, or under an enactment, in respect of the conduct.

### *Inertia selling*

### **236 Inertia selling**

- (1) This section applies where a trader engages in the unfair commercial practice described at paragraph 31 of Schedule 20.
- (2) The consumer is exempted from any obligation to pay for (or provide any other consideration for) the products supplied by the trader.
- (3) In the case of a supply of goods that has not been requested, the consumer may, as between the consumer and the trader, use, deal with or dispose of the goods as if they were an unconditional gift to the consumer.
- (4) The absence of a response from a consumer following the supply of the product does not constitute consent from the consumer to comply with the trader's demand for the consumer to—
  - (a) pay for the product;
  - (b) return the product;
  - (c) safely store the product.

*Offences relating to unfair commercial practices***237 Offences**

- (1) A trader commits an offence if, in breach of section 225(1), the trader engages in an unfair commercial practice which involves a misleading action within section 226(1)(a), (b) or (c) (see section 225(4)(a)(i)).
- (2) A trader commits an offence if, in breach of section 225(1), the trader engages in an unfair commercial practice which involves a misleading omission (see section 225(4)(a)(ii)).
- (3) A trader commits an offence if, in breach of section 225(1), the trader engages in an unfair commercial practice which involves an aggressive practice (see section 225(4)(a)(iii)).
- (4) A trader commits an offence if, in breach of section 225(1)—
  - (a) the trader engages in an unfair commercial practice which involves a contravention of the requirements of professional diligence (see section 225(4)(a)(iv)), and
  - (b) the trader knows, or is reckless as to whether, the commercial practice involves a contravention of the requirements of professional diligence.
- (5) For the purposes of subsection (4) a trader who fails to have regard to whether a commercial practice involves a contravention of the requirements of professional diligence is to be treated as being reckless as to whether it does (regardless of whether the trader has reason to believe that it might).
- (6) A trader commits an offence if, in breach of section 225(1), the trader engages in an unfair commercial practice by omitting material information from an invitation to purchase (see section 225(4)(b)).
- (7) A trader commits an offence if, in breach of section 225(1), the trader engages in a commercial practice which is unfair by virtue of it being of a description listed in Schedule 20 (see section 225(4)(c)) other than an excluded description.
- (8) The following are excluded descriptions for the purposes of subsection (7)—
  - (a) the description of practice mentioned in paragraph 12 of Schedule 20;
  - (b) the descriptions of practices mentioned in paragraph 13 of that Schedule;
  - (c) the description of practice mentioned in paragraph 30 of that Schedule.

**238 Defence of due diligence and innocent publication**

- (1) It is a defence for a person (“the defendant”) charged with an offence under subsection (1), (2), (3), (6) or (7) of section 237 to prove—
  - (a) that the commission of the offence was due to—
    - (i) the act or omission of another person,
    - (ii) reliance on information given by another person,
    - (iii) a mistake or accident, or
    - (iv) another cause beyond the defendant’s control, and
  - (b) that the defendant took all reasonable precautions and exercised all due diligence to avoid the commission of such an offence by the defendant or any other person under the defendant’s control.

- (2) Subsection (3) applies in a case where a person (“the defendant”) has been charged with an offence under subsection (1), (2), (3), (6) or (7) of section 237 alleged to have been committed by the publication of an advertisement.
- (3) It is a defence for the defendant to prove that—
  - (a) the defendant’s business is to publish or arrange for the publication of advertisements,
  - (b) the defendant received the advertisement for publication in the ordinary course of business, and
  - (c) the defendant did not know and had no reason to suspect that its publication would amount to the offence with which the defendant is charged.
- (4) A defendant is not entitled to rely on the defence provided by subsection (1) by reason of the matters referred to in paragraph (a)(i) or (a)(ii) of that subsection without the permission of the court unless—
  - (a) the defendant has served on the prosecutor a notice in writing giving such information as was then in the defendant’s possession identifying, or assisting in the identification of, the other person, and
  - (b) the notice is served on the prosecutor at least seven clear days before the hearing of the proceedings or, in Scotland, at least seven clear days before the trial diet.
- (5) In subsection (3), “advertisement”—
  - (a) means anything published (in any form) for the purpose of promoting a product to the public or a section of the public, and
  - (b) includes a catalogue, a circular and a price list.

### **239 Offences: criminal liability of others**

- (1) Subsections (2) and (3) apply where a trader—
  - (a) commits an offence under subsection (1), (2), (3), (6) or (7) of section 237, or
  - (b) would have committed an offence under that subsection but for a defence under section 238,and the commission of the offence, or of what would have been the offence, is due to the act or omission of another person “P”.
- (2) P commits the offence (whether or not P is a trader and whether or not P’s act or omission is a commercial practice).
- (3) P may be charged with and convicted of the offence by virtue of subsection (2) whether or not proceedings are taken against the trader.
- (4) In other provisions of this Chapter (including the rest of this section), references to an offence under subsection (1), (2), (3), (6) or (7) of section 237 include references to an offence under that subsection by virtue of subsection (2).
- (5) If an offence under section 237 committed by a body corporate is proved—
  - (a) to have been committed with the consent or connivance of an officer of the body, or
  - (b) to be attributable to any neglect on the part of an officer,the officer as well as the body corporate is guilty of the offence and liable to be proceeded against and punished accordingly.

- (6) If the affairs of a body corporate are managed by its members, subsection (5) applies in relation to the acts and defaults of a member in connection with the member's functions of management as if the member were an officer of the body corporate.
- (7) If an offence under section 237 committed by a Scottish partnership is proved—
- (a) to have been committed with the consent or connivance of a partner, or
  - (b) to be attributable to any neglect on the part of a partner,
- the partner as well as the partnership is guilty of the offence and liable to be proceeded against and punished accordingly.
- (8) In other provisions of this Chapter, references to an offence under section 237 include references to an offence under that section by virtue of subsection (5) or (7).
- (9) In subsection (5) a reference to an officer of a body corporate includes a reference to—
- (a) a director, manager, secretary or other similar officer, or
  - (b) a person purporting to act as a director, manager, secretary or other similar officer.
- (10) In subsection (7), a reference to a partner includes a person purporting to act as a partner.

#### **240 Penalty for offences**

A person guilty of an offence under section 237 is liable—

- (a) on summary conviction in England and Wales, to a fine;
- (b) on summary conviction in Scotland or Northern Ireland, to a fine not exceeding the statutory maximum;
- (c) on conviction on indictment, to imprisonment for a term not exceeding two years or to a fine (or both).

#### **241 Time limit for prosecution**

- (1) No proceedings for an offence under section 237 may be commenced after the earlier of—
- (a) the end of the period of 3 years beginning with the date of the commission of the offence, or
  - (b) the end of the period of 1 year beginning with the date of discovery of the offence by the prosecutor.
- (2) For the purposes of subsection (1)(b)—
- (a) a certificate signed by or on behalf of the prosecutor and stating the date on which the prosecutor discovered the offence is conclusive evidence of that fact, and
  - (b) a certificate stating that matter and purporting to be so signed is to be treated as so signed unless the contrary is proved.

### *Miscellaneous*

#### **242 Powers to amend this Chapter**

- (1) The Secretary of State may by regulations amend [Schedule 20](#) (commercial practices which are in all circumstances considered unfair) so as to—
  - (a) add a description of a commercial practice;
  - (b) remove a description of a commercial practice;
  - (c) amend a description of a commercial practice.
- (2) If regulations under subsection (1) amend [Schedule 20](#) so as to add a description of a commercial practice, the regulations must also amend section [237\(8\)](#) so as to make that practice an excluded description of practice.
- (3) The Secretary of State may by regulations amend section [232\(7\)](#) (rights of redress: prohibited practices) so as to—
  - (a) add further commercial practices that are unfair under this Chapter to the list of prohibited practices;
  - (b) remove from the list of prohibited practices any commercial practices that have been added by regulations.
- (4) The Secretary of State may by regulations amend section [230\(2\)](#) (material information in respect of an invitation to purchase) so as to—
  - (a) add descriptions of information;
  - (b) modify descriptions of information;
  - (c) remove descriptions of information added by regulations under this subsection.
- (5) Before making regulations under this section, the Secretary of State must consult such persons as the Secretary of State considers appropriate.
- (6) Regulations under this section are subject to the affirmative procedure.

#### **243 Crown application**

- (1) Subject to subsection (2), this Chapter binds the Crown.
- (2) The Crown is not criminally liable as a result of anything in this Chapter.
- (3) Subsection (2) does not affect the application of any provision of this Chapter in relation to persons in the public service of the Crown.

#### **244 Validity of agreements**

Except as resulting from a consumer's rights of redress under this Chapter, a contract or any other agreement is not void or unenforceable by reason only of a breach of the prohibition in section [225\(1\)](#) or (2) (prohibition of unfair commercial practices or the promotion of unfair commercial practices).

### *Interpretation*

#### **245 Meaning of “transactional decision”**

In this Chapter, “transactional decision” means any decision made by a consumer relating to—

- (a) the purchase or supply of a product (including whether, how or on what terms to make the purchase or supply);
- (b) the retention, disposal or withdrawal of a product (including whether, how or on what terms to retain or dispose of it);
- (c) the exercise of contractual rights in relation to a product (including whether, how or on what terms to exercise such rights).

#### **246 Meaning of “average consumer”: general**

- (1) This section provides for how references to the average consumer are to be read for the purposes of this Chapter.
- (2) The average consumer is—
  - (a) reasonably well informed,
  - (b) reasonably observant, and
  - (c) reasonably circumspect.
- (3) The average consumer is to be treated as not knowing information in relation to a commercial practice where such information has been concealed by the trader (even if the average consumer might know the information from another source).
- (4) Where a commercial practice is directed at a particular group, the average consumer is an average member of that group (and the attributes of the average consumer in subsection (2) are to be read accordingly).
- (5) This section is subject to [section 247](#).

#### **247 Meaning of “average consumer”: vulnerable persons**

- (1) Subsection (2) applies where a group of consumers is particularly vulnerable to a commercial practice in a way that the trader could reasonably be expected to foresee.
- (2) References in this Chapter to the average consumer, so far as relating to cases to which this subsection applies, are to be read as references to an average member of the group mentioned in subsection (1) (and the attributes of the average consumer in [section 246\(2\)](#) are to be read accordingly).
- (3) For the purposes of subsection (1), the reference to a group of consumers being particularly vulnerable to a commercial practice—
  - (a) is a reference to the members of the group being particularly vulnerable to the commercial practice causing them to take a transactional decision that they would not have taken otherwise, and
  - (b) includes a reference to a group of consumers being vulnerable to a practice because of the product to which it relates.
- (4) For the purposes of subsection (1), a group of consumers may be vulnerable as a result of (among other things)—

- (a) their age;
- (b) their physical or mental health;
- (c) their credulity;
- (d) the circumstances they are in.

## 248 Meaning of “product”

- (1) In this Chapter, “product” means—
- (a) goods;
  - (b) a service;
  - (c) digital content.
- (2) For the purposes of this Chapter, a trader agreeing to the full or partial settlement of a consumer’s liabilities or purported liabilities in return for the consumer meeting a demand for payment is supplying a service.

## 249 General interpretation

In this Chapter—

“business” includes—

- (a) a trade, craft or profession,
- (b) any other undertaking carried on for gain or reward, and
- (c) the activities of any government department or local or public authority;

“code of conduct” means an agreement or set of rules which defines the behaviour of traders who choose to be bound by it;

“goods” includes—

- (a) immovable property, and
- (b) rights and obligations,

but includes water, gas and electricity only if they are put up for sale in a limited volume or set quantity;

“supply”, in relation to a product, includes supply by means of sale, lease, hire or hire purchase.

## 250 Index of defined terms

In this Chapter, the expressions listed in the left-hand column have the meaning given by, or are to be interpreted in accordance with, the provisions listed in the right-hand column.

Expression	Provision
Aggressive practice	Section <a href="#">228</a>
Average consumer	Sections <a href="#">246</a> and <a href="#">247</a>
Business	Section <a href="#">249</a>
Business-to-consumer contract	Section <a href="#">232(2)(a)</a>
Code of conduct	Section <a href="#">249</a>
Commercial practice	Section <a href="#">225(3)</a>

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

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<b>Expression</b>	<b>Provision</b>
Consumer	Section <a href="#">225(3)</a>
Consumer payment	Section <a href="#">232(2)(c)</a>
Consumer-to-business contract	Section <a href="#">232(2)(b)</a>
Contravention of the requirements of professional diligence	Section <a href="#">229</a>
Enactment	Section <a href="#">330</a>
Goods	Section <a href="#">249</a>
Invitation to purchase	Section <a href="#">230(10)</a>
Misleading action	Section <a href="#">226</a>
Misleading omission	Section <a href="#">227</a>
Product	Section <a href="#">248</a>
Prohibited practice	Section <a href="#">232(7)</a>
Supply	Section <a href="#">249</a>
Trader	Section <a href="#">225(3)</a>
Transactional decision	Section <a href="#">245</a>
Unfair commercial practice	Section <a href="#">225(4)</a>

*Consequential amendments and transitional provision*

**251 Consequential amendments relating to this Chapter**

- (1) The Consumer Protection from Unfair Trading Regulations 2008 ([S.I. 2008/1277](#)) are revoked.
- (2) [Schedule 21](#) contains further consequential amendments relating to this Chapter.

**252 Transitional and saving provision relating to this Chapter**

- (1) This Chapter applies only in relation to an act or omission which takes place on or after the commencement date.
- (2) The CPUTR 2008 continue to have effect in relation to any act or omission which takes place before the commencement date.
- (3) In this section—
  - “the commencement date” means—
    - (a) for the purposes of the saving by subsection (2) of Part 4A of the CPUTR 2008 (and other provisions of those Regulations so far as relating to that Part), the date on which the first regulations made under section [233](#) come into force;
    - (b) for all other purposes, the date on which section [225](#) comes into force;
  - “CPUTR 2008” means the Consumer Protection from Unfair Trading Regulations 2008 ([S.I. 2008/1277](#)).