



# 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.

---

*Status: This is the original version (as it was originally enacted).*

---

- (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

---

*Status: This is the original version (as it was originally enacted).*

---

- (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—

---

*Status: This is the original version (as it was originally enacted).*

---

- (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.

---

*Status: This is the original version (as it was originally enacted).*

---

- (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) immoveable 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 228
Average consumer	Sections 246 and 247
Business	Section 249
Business-to-consumer contract	Section 232(2)(a)
Code of conduct	Section 249
Commercial practice	Section 225(3)

---

*Status: This is the original version (as it was originally enacted).*

---

<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](#)).



## CHAPTER 2

### SUBSCRIPTION CONTRACTS

#### *Introduction*

#### **253 Overview**

- (1) This Chapter—
  - (a) imposes duties on traders in relation to subscription contracts,
  - (b) provides rights for consumers if those duties are breached, and
  - (c) provides rights for consumers to cancel subscription contracts during cooling-off periods.
- (2) Sections 254 and 255 set out what is a “subscription contract” for the purposes of this Chapter.
- (3) Sections 256 to 261 impose duties on traders in relation to subscription contracts.
- (4) Sections 262 and 263 provide rights for consumers to cancel subscription contracts if traders breach those duties.
- (5) Sections 264 to 266 provide rights for consumers to cancel subscription contracts during cooling-off periods.
- (6) Section 267 confers powers to make further provision about the cancellation of subscription contracts under this Chapter.
- (7) Sections 268 to 271 make provision for the offence of failing to provide information about cooling-off rights.
- (8) Sections 272 to 281 contain miscellaneous provisions in relation to this Chapter.

#### **254 Meaning of “subscription contract”**

- (1) For the purposes of this Chapter, a subscription contract is a contract between a trader and a consumer—
  - (a) for the supply of goods, services or digital content by the trader to the consumer in exchange for payment by the consumer,
  - (b) to which either or both of subsections (2) and (3) apply, and
  - (c) which is not an excluded contract (see section 255).
- (2) This subsection applies to a contract if it contains terms which have the effect of providing—
  - (a) for an automatically recurring, or continuing, supply of goods, services or digital content to the consumer for an indefinite period or a fixed period,
  - (b) for the consumer to automatically incur liability for each supply, or recurring liabilities for the continuing supply, and
  - (c) a right for the consumer to bring the contract to an end.
- (3) This subsection applies to a contract if it contains terms which have the effect of providing—

---

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

---

- (a) for a supply of goods, services or digital content to a consumer free of charge, or at a rate specified in the contract (the “original rate”), for a period specified in the contract,
  - (b) for the consumer to become automatically liable for payments, or payments at a rate higher than the original rate, for supplies after that period (including where the trader has an option to impose a charge or a higher charge after the end of the period), and
  - (c) a right for the consumer to bring the contract to an end before such liability is incurred.
- (4) In this Chapter, references to a consumer’s right to bring a subscription contract to an end are references to a right provided under the contract which—
- (a) in the case of a contract for a fixed period, may be exercised to bring the contract to an end before the end of the fixed period;
  - (b) in any case, may be exercised without the consumer incurring any penalty which is more than nominal,
- and include references to a right that is expressed in terms of a right to stop a subscription contract from automatically renewing or continuing or any other similar expression.

## 255 Excluded contracts

- (1) A contract is an excluded contract for the purposes of this Chapter if, and to the extent that, it is of a description set out in [Schedule 22](#).
- (2) The Secretary of State may by regulations amend [Schedule 22](#) so as to add, remove or modify a description of a contract.
- (3) The power under subsection (2) includes power to provide for a contract to be an excluded contract—
  - (a) generally for the purposes of this Chapter, or
  - (b) only for such purposes of this Chapter as are specified.
- (4) Regulations under subsection (2) are subject to the affirmative procedure.
- (5) See [section 275\(4\) to \(8\)](#) for how this Chapter applies in relation to a contract that—
  - (a) was an excluded contract at the time it was entered into, and
  - (b) on subsequently ceasing to be an excluded contract, becomes a subscription contract.

### *Duties of traders*

## 256 Pre-contract information

- (1) Before a trader enters into a subscription contract with a consumer, the trader must—
  - (a) give to the consumer the information set out in [Part 1 of Schedule 23](#) (“key pre-contract information”), and
  - (b) give, or make available, to the consumer the information set out in [Part 2 of Schedule 23](#) (“full pre-contract information”).
- (2) The duty imposed by subsection (1) must be carried out—
  - (a) as close in time to entering into the contract as is practicable,

- (b) in accordance with subsections (3) and (4), and
  - (c) in accordance with any other requirements specified in regulations under section 277(1)(a).
- (3) Key pre-contract information must be given under subsection (1)(a) in accordance with the following requirements—
  - (a) it must all be given together;
  - (b) it must be given separately from the full pre-contract information and any other information;
  - (c) in relation to a contract entered into in person, it must be given in writing and on a durable medium;
  - (d) in relation to a contract entered into online and remotely (but not orally), it must be given in writing and in such a way that the consumer is not required to take any steps to read the information, other than the steps the consumer must take to enter into the contract;
  - (e) in relation to a contract entered into orally and remotely, it must be given orally.
- (4) Full pre-contract information must be given, or made available, under subsection (1)(b) in accordance with the following requirements—
  - (a) it must all be given, or made available, together;
  - (b) in relation to a contract entered into in person, it must be given in writing and on a durable medium.
- (5) The duty under subsection (1)(b) to give, or make available, full pre-contract information applies in relation to the information set out in paragraphs 14 to 28 of Schedule 23 only to the extent that the information is applicable to the contract and not already apparent from the context.
- (6) For the purposes of this section, information is made available to a consumer only if the consumer can reasonably be expected to—
  - (a) know how to access it, and
  - (b) be able to access it;
- (7) For the purposes of this Chapter—
  - (a) references to a contract being entered into in person are references to it being entered into in the simultaneous physical presence of the trader and the consumer;
  - (b) references to a contract being entered into remotely are references to it being entered into without the simultaneous physical presence of the trader and the consumer.
- (8) The Secretary of State may by regulations amend Parts 1 and 2 of Schedule 23 so as to add, modify or remove descriptions of information.
- (9) Regulations under subsection (8) are subject to the affirmative procedure.

## **257 Pre-contract information: additional requirements**

- (1) Subsections (2) and (3) apply in relation to a subscription contract entered into online.

---

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

---

- (2) The trader must ensure that the final step which the consumer is required to take to enter into the contract involves the consumer expressly acknowledging that the contract imposes an obligation on the consumer to make payments to the trader.
- (3) The trader must ensure that the information mentioned in subsection (4) is given to a consumer—
  - (a) in writing and in such a way that the consumer is not required to take any steps to read the information, other than the steps the consumer must take to enter into the contract, and
  - (b) in accordance with any other requirement specified in regulations under section 277(1)(a).
- (4) The information referred to in subsection (3) is—
  - (a) whether there are any restrictions on the delivery of the product to be supplied under the contract, and
  - (b) which means of payment are accepted in relation to the product.
- (5) If the trader does not comply with subsection (2), the consumer is not bound by the subscription contract.
- (6) Subsection (7) applies in relation to a subscription contract entered into orally and remotely.
- (7) If a trader contacts the consumer, the trader must, from the outset, disclose—
  - (a) the trader’s identity,
  - (b) where applicable, the identity of the person on whose behalf the trader is making contact, and
  - (c) the commercial purpose of making contact with the consumer.
- (8) In cases where—
  - (a) the contract has been entered into in person, and
  - (b) the consumer has signed the contract,the trader must give to the consumer a copy of the signed contract immediately after the consumer has signed the contract.
- (9) In cases where full pre-contract information has not been given under section 256(1)(b) in writing on a durable medium before the contract is entered into, the trader must give the consumer that information in writing on a durable medium as soon as reasonably practicable after the contract has been entered into and—
  - (a) where goods are to be supplied under the contract, before the supply of any goods;
  - (b) where services are to be supplied under the contract, before the supply of any service.

## **258 Reminder notices**

- (1) Where a trader enters into a subscription contract with a consumer that does not include a concessionary period, the trader must give to the consumer a notice (referred to in this Chapter as a “reminder notice”) in respect of each renewal payment that relates to the end of a relevant six-month period.
- (2) A “relevant six-month period” for the purposes of subsection (1) is—

---

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

---

- (a) the period of 6 months beginning with the day after the day on which the contract was entered into, and
  - (b) each subsequent period of 6 months beginning with the day after the day on which the consumer last became liable for a renewal payment in respect of which a reminder notice was required under subsection (1).
- (3) Where a trader enters into a subscription contract with a consumer that includes a concessionary period, the trader must give to the consumer a reminder notice in respect of—
  - (a) the first renewal payment for which the consumer will become liable under the contract, and
  - (b) each subsequent renewal payment that relates to the end of a relevant six-month period.
- (4) A “relevant six-month period” for the purposes of subsection (3) is each period of 6 months beginning with the day after the day on which the consumer last became liable for a renewal payment in respect of which a reminder notice was required under subsection (3).
- (5) A renewal payment “relates” to the end of a relevant six-month period for the purposes of subsections (1) and (3) if—
  - (a) it is the last (or only) renewal payment for which the consumer becomes liable during that period, or
  - (b) in a case where the consumer does not become liable for any renewal payment during that period, it is the first renewal payment for which the consumer becomes liable after the end of that period.
- (6) For the purposes of this section a subscription contract includes a concessionary period if it is a contract to which section 254(3) applies.
- (7) In this Chapter, a “renewal payment”, in relation to a subscription contract, means a payment for which the consumer could avoid liability by exercising a right to bring the contract to an end.
- (8) Section 259 contains further provision about—
  - (a) the contents of reminder notices,
  - (b) the times at which they must be given, and
  - (c) how they must be given.
- (9) The Secretary of State may by regulations provide for the requirements imposed by this section and section 259—
  - (a) not to apply in relation to specified descriptions of traders or contracts;
  - (b) to apply subject to modifications in relation to specified descriptions of traders or contracts.
- (10) Regulations under subsection (9) are subject to the affirmative procedure.

## **259 Content and timing etc of reminder notices**

- (1) A reminder notice must contain—
  - (a) the information set out in Part 3 of Schedule 23, and
  - (b) any other information required by regulations under section 277(1)(b),and that information must be given to the consumer all together.

- (2) A reminder notice must be given—
  - (a) in accordance with subsections (3) to (8),
  - (b) in such a way that the information referred to in subsection (1) is more prominent than any other information given to the consumer at the same time, and
  - (c) in accordance with any other requirements specified in regulations under section 277(1)(a).
- (3) A reminder notice must be given within the period specified by the trader for the purposes of this section in the key pre-contract information given to the consumer in relation to the contract (see paragraph 10 of Schedule 23).
- (4) A period specified in key pre-contract information for the purposes of this section must be a period in advance of the last cancellation date which is reasonable for the purposes of—
  - (a) informing the consumer that they will soon become liable for the renewal payment to which the notice relates, and
  - (b) enabling the consumer to decide whether to bring the subscription contract to an end before incurring that liability (and to take the necessary steps to do so).
- (5) The “last cancellation date”, in relation to a reminder notice, means the last day on which the consumer could avoid becoming liable for the renewal payment to which the notice relates by exercising a right to bring the contract to an end.
- (6) Where subsection (7) applies, in addition to giving a reminder notice in accordance with subsection (3), an additional reminder notice must be given—
  - (a) prior to the notice given in accordance with subsection (3), and
  - (b) at a time which is reasonable for the purpose of providing additional notification to the consumer that they will soon become liable for the renewal payment to which the notice relates.
- (7) This subsection applies where—
  - (a) the consumer will not become liable for a further renewal payment until after the end of the 12-month period, or
  - (b) the consumer will not become liable for any further renewal payment but the contract continues beyond the end of the 12-month period.
- (8) In subsection (7), the “12-month period” means the period of 12 months beginning with the day before the day on which the consumer will become liable for the renewal payment to which the reminder notice relates.

## **260 Arrangements for consumers to exercise right to end contract**

- (1) A trader must make arrangements to enable a consumer to exercise a right to bring a subscription contract to an end—
  - (a) in a way which is straightforward, and
  - (b) without having to take any steps which are not reasonably necessary for bringing the contract to an end.
- (2) A consumer may, alternatively, exercise a right to bring a subscription contract to an end by notifying the trader in accordance with subsection (6) that the consumer is bringing the contract to an end.

- (3) A consumer may exercise a right to bring a subscription contract to an end at any time permitted by regulations under section 277(1)(c).
- (4) In relation to a subscription contract entered into online, arrangements under subsection (1) must—
  - (a) enable a consumer to bring the contract to an end online, and
  - (b) ensure that instructions for doing so are displayed online in a place or places that a consumer seeking to end the contract is likely to find them.
- (5) Arrangements under this section must comply with any other requirements specified in regulations under section 277(1)(c).
- (6) A notification under subsection (2) may be given by the consumer making a clear statement setting out their decision to bring the contract to an end.

## **261 Duties of trader on cancellation or end of subscription contract**

- (1) This section applies where a consumer—
  - (a) has exercised a right under this Chapter to cancel a subscription contract, or
  - (b) has exercised a right to bring a subscription contract to an end.
- (2) The trader must—
  - (a) give the consumer a notice acknowledging that fact (referred to in this Chapter as an “end of contract notice”), and
  - (b) if an overpayment has been received by the trader from the consumer, refund that overpayment.
- (3) An end of contract notice must set out—
  - (a) the date on which the contract was or will be cancelled or on which it came, or will come, to an end, and
  - (b) any other information required by regulations under section 277(1)(b).
- (4) An end of contract notice must be given—
  - (a) in accordance with subsection (5),
  - (b) in writing on a durable medium, and
  - (c) in accordance with any other requirements specified in regulations under section 277(1)(a).
- (5) An end of contract notice must be given—
  - (a) before the end of such period as may be specified in regulations under section 277(1)(a), or
  - (b) if no such period is specified—
    - (i) in the case of a consumer exercising a right mentioned in subsection (1) by giving a notification online, before the end of the period of 24 hours from the time that the consumer gives the notification;
    - (ii) in a case where the consumer exercises such a right by giving a notification in any other way, before the end of the period of 3 working days beginning with the day after the day that the consumer gives that notification.



---

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

---

- (6) In subsection (2)(b) “overpayment”, in relation to a subscription contract, means any payment made by the consumer for which the consumer is not liable as a result of cancelling the subscription contract or bringing it to an end.

*Rights of consumers to cancel contract for breach*

**262 Terms implied into contracts**

A trader’s compliance with the following duties is an implied term in every subscription contract—

- (a) the duty set out in section 256(1)(a) (key pre-contract information);
- (b) the duty set out in section 256(1)(b) (full pre-contract information);
- (c) the duty set out in section 258 (reminder notices);
- (d) the duty set out in section 259(4) to specify in key pre-contract information a reasonable period for the giving of a reminder notice under section 259(3) (timing for the giving of reminder notices);
- (e) the duty set out in section 260(1) (arrangements for consumer to end contract);
- (f) the duties set out in section 261(2) (end or cancellation of subscription contract).

**263 Right to cancel for breach of implied term**

- (1) This section applies where a trader is in breach of the term implied into a subscription contract by section 262(a), (c), (d) or (e).
- (2) The consumer has the right to cancel the contract.
- (3) The right is exercisable by the consumer notifying the trader in accordance with subsection (4) that the consumer is cancelling the contract.
- (4) A notification under subsection (3) may be given by the consumer making a clear statement setting out their decision to cancel the contract.
- (5) A subscription contract is cancelled from the time the notification is given.
- (6) Where a subscription contract is cancelled under this section—
  - (a) the cancellation ends both the trader’s and the consumer’s obligations to perform the contract in respect of any rights or liabilities that would arise (but for the cancellation) after the time at which the contract was cancelled,
  - (b) the consumer’s liability for payments that have arisen under the contract is extinguished to any extent set out in regulations under section 267(1)(b) (and, accordingly, the consumer may be entitled to a refund), and
  - (c) any other provision made under those regulations in relation to the treatment of goods, services or digital content supplied under a cancelled subscription contract applies.
- (7) No penalty or charge may be imposed on a consumer for cancelling a subscription contract under subsection (2).
- (8) For further provision about the exercise of a right to cancel under this section, see section 267.



### *Cooling-off rights*

#### **264 Right to cancel during cooling-off periods**

- (1) A consumer has the right to cancel a subscription contract during—
  - (a) the initial cooling-off period, and
  - (b) any renewal cooling-off period.
- (2) The right conferred by subsection (1)—
  - (a) is exercisable in any circumstances, and
  - (b) may not be subject to any conditions other than those set out in or under this Chapter.
- (3) The right is exercisable by the consumer notifying the trader in accordance with subsection (4) that the consumer is cancelling the contract.
- (4) A notification under subsection (3) may be given by the consumer making a clear statement setting out their decision to cancel the contract.
- (5) A subscription contract is cancelled from the time that such a notification is given.
- (6) Where a subscription contract is cancelled under this section—
  - (a) the cancellation ends both the consumer’s and the trader’s obligations to perform the contract in respect of any rights or liabilities that would arise (but for the cancellation) after the time at which the contract was cancelled,
  - (b) the consumer’s liability for payments that have arisen under the contract is extinguished to any extent set out in regulations under section 267(1)(b) (and, accordingly, the consumer may be entitled to a refund), and
  - (c) any other provision made under those regulations in relation to the treatment of goods, services or digital content supplied under a cancelled subscription contract applies.
- (7) No penalty or charge may be imposed on a consumer for cancelling a subscription contract under subsection (1).
- (8) For further provision about the exercise of a right to cancel under this section, see section 267.

#### **265 Meaning of “initial cooling-off period” and “renewal cooling-off period”**

- (1) In this Chapter, the “initial cooling-off period”, in relation to a subscription contract, means the period—
  - (a) beginning with the day the contract is entered into, and
  - (b) ending—
    - (i) in the case of a contract under which goods are supplied, at the end of the period of 14 days beginning with the day after the day on which the consumer receives the first supply of goods under the contract;
    - (ii) in any other case, at the end of the period of 14 days beginning with the day after the day on which the contract is entered into.
- (2) In this Chapter, a “renewal cooling-off period”, in relation to a subscription contract, means a period—
  - (a) beginning with the day on which a relevant renewal of the contract occurs, and

- (b) ending at the end of the period of 14 days beginning with the day after that day.
- (3) A “relevant renewal” of a subscription contract occurs for the purposes of subsection (2)—
  - (a) when the consumer becomes liable under the contract for a first renewal payment following the end of a concessionary period, or
  - (b) at any time when the consumer becomes liable under the contract for a renewal payment and either—
    - (i) the consumer will not become liable for the next renewal payment until after the end of the 12-month period, or
    - (ii) the consumer will not become liable for any further renewal payment but the contract continues beyond the end of the 12-month period.
- (4) In subsection (3)—
  - (a) in paragraph (a), “concessionary period” means a period of time mentioned in section 254(3)(a), and
  - (b) in paragraph (b), the “12-month period” means the period of 12 months beginning with the day before the day on which the consumer became liable for the renewal payment.
- (5) For the purposes of subsection (1)(b)(i), the first supply of goods under a subscription contract is not to be treated as having taken place until such time as the consumer receives all of the goods that the consumer is due to receive as part of that supply.
- (6) This section is subject to such extensions of a cooling-off period as may be provided for by regulations under section 267(1)(c).

## 266 Cooling-off notice

- (1) In relation to each renewal cooling-off period, a trader must give the consumer a notice (referred to in this Chapter as a “cooling-off notice”).
- (2) A cooling-off notice must set out—
  - (a) that the subscription contract is continuing,
  - (b) that the consumer has a right to cancel the subscription contract during the cooling-off period to which the notice relates,
  - (c) when that period begins and ends,
  - (d) how the consumer may exercise the right to cancel,
  - (e) if the consumer may lose the right, the circumstances under which that will happen,
  - (f) the consequences of the consumer exercising the right, including—
    - (i) any refund the consumer may be entitled to,
    - (ii) any reason that refund might be diminished, and
    - (iii) in respect of a contract for the supply of goods, whether the consumer will be responsible for returning those goods to the trader, and
  - (g) any other information required by regulations under section 277(1)(b).
- (3) A cooling-off notice must be given—
  - (a) on the first day of the renewal cooling-off period to which it relates or as soon as reasonably practicable after that day,
  - (b) separately from the giving of any other information, and

---

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

---

- (c) in accordance with any other requirements specified in regulations under section 277(1)(a).

*Cancellation of contracts under this Chapter: further provision*

## **267 Cancellation of subscription contract: further provision**

- (1) The Secretary of State may by regulations make provision—
  - (a) about the exercise of the rights of a consumer to cancel a subscription contract under this Chapter;
  - (b) about the consequences that follow a consumer exercising such rights;
  - (c) extending a cooling-off period in such cases, and to such extent, as the regulations may specify.
- (2) Regulations under subsection (1)(a) may include provision—
  - (a) requiring a right to cancel to be exercised before the end of a specified period;
  - (b) imposing other conditions or restrictions on the exercise of a right to cancel (for example, provision that a consumer may lose the right to cancel a subscription contract during a cooling-off period if they choose to be supplied with digital content or services under the contract during that period).
- (3) Regulations under subsection (1)(b) may include provision—
  - (a) setting out the extent to which a consumer’s liability for payments that have arisen under a cancelled subscription contract is extinguished;
  - (b) as a consequence of provision made under paragraph (a), requiring a trader to refund a consumer for payments the consumer has made under the contract;
  - (c) treating the consumer as having paid for goods, services or digital content received under a cancelled subscription contract;
  - (d) about the trader’s right to recover goods or digital content that have been supplied under a cancelled subscription contract;
  - (e) setting out the consequences of a consumer—
    - (i) bringing a subscription contract to an end at a time when the consumer has one or more rights to cancel the contract under this Chapter;
    - (ii) cancelling a subscription contract at a time when the consumer has more than one right to cancel the contract under this Chapter.
- (4) Provision under subsection (3)(a) and (b) may secure the result (for example, in cases where a consumer has been supplied with digital content or services under a contract before it is cancelled during a cooling-off period) that—
  - (a) the consumer remains liable (partly or fully) for payments falling due before the cancellation of the contract, and
  - (b) the consumer is entitled to a reduced or no refund.
- (5) Provision under subsection (3)(e)(ii) must secure the result that, unless the consumer chooses otherwise, the consumer is to be taken to exercise the right to cancel under this Chapter that results in the most advantageous remedy to the consumer (and the regulations may include provision for determining what remedy is “most advantageous” to a consumer in different descriptions of case).
- (6) Before making regulations under subsection (1)(c), the Secretary of State must consult such persons as the Secretary of State considers appropriate.

---

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

---

- (7) The following regulations under this section are subject to the affirmative procedure—
- (a) the first regulations to be made under this section;
  - (b) any other regulations under this section that include provision within [subsection \(1\)\(c\)](#).
- (8) Regulations under this section to which [subsection \(7\)](#) does not apply are subject to the negative procedure.

*Offence of failing to provide information about cooling-off rights*

**268 Offence of failing to provide information about initial cooling-off rights**

- (1) A trader commits an offence if the trader—
- (a) enters into an off-premises subscription contract, and
  - (b) fails to—
    - (i) give the consumer the information listed in [paragraph 11\(a\)](#) of [Schedule 23](#) in accordance with [section 256\(1\)\(a\)](#), or
    - (ii) give, or make available, the information set out in [paragraph 21](#) of that Schedule in accordance with [section 256\(1\)\(b\)](#).
- (2) [Subsections \(3\) and \(4\)](#) apply where a trader—
- (a) commits an offence under [subsection \(1\)](#), or
  - (b) would have committed an offence under that subsection but for a defence under [section 269](#),
- 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”).
- (3) P commits the offence (whether or not P is a trader).
- (4) P may be charged with and convicted of the offence by virtue of [subsection \(3\)](#) whether or not proceedings are taken against the trader.
- (5) In this section, an “off-premises subscription contract” means a subscription contract—
- (a) entered into in person, in a place which is not the business premises of the trader,
  - (b) entered into by any means immediately after the consumer was individually and personally addressed by the trader in person in a place which is not the business premises of the trader, or
  - (c) entered into during an excursion organised by the trader with the aim or effect of promoting and selling goods or services to the consumer.
- (6) In [subsection \(5\)](#), “business premises”, in relation to a trader, means—
- (a) any immovable retail premises where the activity of the trader is carried out on a permanent basis, or
  - (b) any movable retail premises where the activity of the trader is carried out on a usual basis.
- (7) In other provisions of this Chapter, references to an offence under [subsection \(1\)](#) include references to an offence under that subsection by virtue of [subsection \(3\)](#).

## **269 Defence of due diligence**

- (1) It is a defence for a person (“the defendant”) charged with an offence under section 268(1) to prove—
  - (a) that the commission of the offence was due to—
    - (i) the act or omission of another person, or
    - (ii) reliance on information given by another person, 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) A defendant is not entitled to rely on the defence provided by subsection (1) 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.

## **270 Offences by officers of a body corporate etc**

- (1) If an offence under section 268(1) 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 officer’s part,the officer as well as the body corporate is guilty of the offence and liable to be proceeded against and punished accordingly.
- (2) In subsection (1) a reference to an officer of a body corporate includes a reference to—
  - (a) a director, manager, secretary or other similar officer;
  - (b) a person purporting to act as a director, manager, secretary or other similar officer.
- (3) If the affairs of a body corporate are managed by its members, subsection (1) 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.
- (4) Where an offence under section 268(1) 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.
- (5) In subsection (4), a reference to a partner includes a person purporting to act as a partner.

## **271 Penalty for offence and enforcement**

- (1) A person who is guilty of an offence under section 268(1) is liable—
  - (a) on summary conviction in England Wales, to a fine;

---

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

---

- (b) on summary conviction in Scotland or Northern Ireland, to a fine not exceeding level 5 on the standard scale.
- (2) It is the duty of every local weights and measures authority in Great Britain to enforce section 268(1) in its area.
- (3) It is the duty of the Department for the Economy in Northern Ireland to enforce section 268(1) in Northern Ireland.
- (4) No proceedings for an offence under section 268(1) may be instituted in England and Wales except by or on behalf of a local weights and measures authority in Great Britain.
- (5) Nothing in subsection (2) authorises any local weights and measures authority in Great Britain to bring proceedings in Scotland for an offence.

*General and miscellaneous provision*

**272 Information and notices: timing and burden of proof**

- (1) This section applies for the purposes of this Chapter.
- (2) Where a trader gives any information or notice under this Chapter by email, by a message sent online, or by any other means of electronic communication, the information or notice is to be treated as given by the trader, and as received by the consumer, at the time that the communication is sent to the consumer.
- (3) Subsection (2) applies even if the consumer does not receive the communication where the reason for that is beyond the control of the trader.
- (4) Subsection (5) applies for the purposes of determining whether a consumer has—
  - (a) given notice that the consumer is cancelling a subscription contract in exercise of a right conferred by this Chapter within the period of time specified for the consumer to exercise the right;
  - (b) given notice that the consumer is bringing a subscription contract to an end within a period of time, or before a date, specified or described in the contract as the period during which, or date before which, the consumer may exercise the right.
- (5) The consumer is to be treated as having given notice within the required period, or before the specified date, if the communication by which the notice is given is sent before the end of that period or date (and for this purpose it is immaterial whether or not the trader receives the notice).
- (6) The burden of proof lies with the trader in any dispute between the trader and a consumer as to whether information or a notice has been given by the trader to the consumer in accordance with this Chapter.
- (7) The burden of proof lies with the consumer in any dispute between the consumer and a trader as to—
  - (a) whether the consumer has notified the trader that the consumer is bringing to an end, or cancelling, a subscription contract in accordance with this Chapter;
  - (b) when the consumer gave such notice.

- (8) Any information that a trader gives to a consumer under this Chapter must be given in clear and plain language and
- (a) if given in writing, be in a legible form;
  - (b) if given orally, be audible and comprehensible.

### **273 Terms of a subscription contract which are of no effect**

- (1) Any term of a subscription contract that is in contravention of this Chapter is, to that extent, of no effect (including any term that seeks to exclude or restrict a trader's liability arising from the terms implied into the contract by section 262).
- (2) In cases to which this subsection applies, any term of a subscription contract which seeks to impose on a consumer liability for a renewal payment before the day on which the contract renews is, to that extent, of no effect.
- (3) Subsection (2) applies to cases of a description specified in regulations under section 277(1)(e) (and the regulations may include provision for determining when a contract renews in each description of case).

### **274 Other remedies for breach by trader**

- (1) Nothing in this Chapter is to be taken as limiting the taking of any other remedies available to a consumer for breach of any term (whether express, implied by section 262 or otherwise) of a subscription contract.
- (2) Those other remedies may be sought—
- (a) in addition to the rights conferred on the consumer by this Chapter (but not so as to recover twice for the same loss), or
  - (b) instead of the exercise of any of those rights by the consumer.
- (3) Those other remedies include any of the following—
- (a) claiming damages;
  - (b) seeking specific performance;
  - (c) seeking an order for specific implement;
  - (d) relying on the breach against a claim by the trader under the contract;
  - (e) for breach of a term, exercising a right to treat the contract at an end.

### **275 Application of this Chapter**

- (1) Subsection (2) applies if—
- (a) the law of a country or territory other than the United Kingdom or any part of the United Kingdom is chosen by the parties to be applicable to a subscription contract, but
  - (b) the contract has a close connection with the United Kingdom.
- (2) This Chapter applies in relation to the contract despite that choice.
- (3) This Chapter does not apply in relation to contracts entered into before section 254 comes into force.
- (4) Subsections (5) and (6) apply where—
- (a) a trader enters into a contract that is an excluded contract,



---

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

---

- (b) but for it being an excluded contract, the contract would have been a subscription contract, and
  - (c) on a later day (the “relevant day”), the contract ceases to be an excluded contract and, accordingly, becomes a subscription contract.
- (5) This Chapter applies to the contract with the following modifications—
- (a) sections 256 and 257 (pre-contract information) do not apply;
  - (b) section 258 (reminder notices) applies as if—
    - (i) in subsection (1), the reference to a trader entering into a subscription contract with a consumer that does not involve a concessionary period were a reference to a trader entering into the contract,
    - (ii) the reference in subsection (2)(a) to the day that the contract was entered into were a reference to the relevant day, and
    - (iii) subsections (3), (4) and (6) were omitted;
  - (c) section 259 (content and timing etc of reminder notices) applies as if, in subsections (3) and (4), references to the period specified by the trader in pre-contract information were references to the period specified by the trader in information given under subsection (6) of this section;
  - (d) section 262 (terms implied into contracts) applies as if—
    - (i) in paragraph (a), the reference to the duty set out in section 256(1)(a) were a reference to the duty set out in subsection (6) of this section;
    - (ii) paragraph (b) was omitted;
    - (iii) in paragraph (d), the reference to pre-contract information were a reference to the information given under subsection (6) of this section;
  - (e) section 264 (right to cancel during cooling-off periods) applies as if subsection (1)(a) were omitted.
- (6) As soon as reasonably practicable after the relevant day, and in any event before the end of 12 months beginning with that day, the trader must give to the consumer key pre-contract information and full pre-contract information in relation to the contract, other than any such information that is excluded by subsection (7).
- (7) Information is excluded by this subsection if—
- (a) it relates to the initial cooling-off period under the contract;
  - (b) it relates to a period mentioned in section 254(3)(a) (initial concessionary period) and the relevant day falls after the end of that period.
- (8) For the purposes of the duty under subsection (6)—
- (a) it is irrelevant whether any of the information required has already been given to the consumer before the relevant day,
  - (b) section 256(5) applies as it applies for the purposes of the duty under section 256(1)(b), and
  - (c) paragraph 13 of Schedule 23 is to be ignored.

## 276 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.



## **277 Power to make further provision in connection with this Chapter**

- (1) The Secretary of State may by regulations make provision—
  - (a) about how and when information or a notice that a trader is required to give to a consumer under this Chapter may or must be given;
  - (b) about the information that is to be contained in a notice given under this Chapter;
  - (c) about the arrangements that a trader must make under section 260 to enable a consumer to exercise a right to bring a subscription contract to an end, and about when a consumer may exercise such a right;
  - (d) specifying the period of time within which the refund of an overpayment must be made under section 261(2)(b);
  - (e) specifying descriptions of cases for the purposes of section 273(2) (and about the day on which a contract renews for those purposes).
- (2) Regulations under subsection (1)(c) may include (among other things) provision restricting the period of notice that a trader may require a consumer to give to bring a subscription contract to an end.
- (3) Regulations under this section are subject to the negative procedure.

### *Consequential amendments*

## **278 Consequential amendments to the Consumer Rights Act 2015**

- (1) CRA 2015 is amended as follows.
- (2) In section 11 (goods to be as described)—
  - (a) in subsection (4), after “(SI 2013/3134)” insert “, or in paragraph 14 of Schedule 23 to the Digital Markets, Competition and Consumers Act 2024,” and
  - (b) in subsection (5), after “effective” insert “as a variation of a term implied by subsection (4)”.
- (3) In section 12 (other pre-contract information included in contract)—
  - (a) after subsection (2) insert—

“(2A) Where section 256(1) of the Digital Markets, Competition and Consumers Act 2024 (pre-contract information) required the trader to give information, or make information available, to the consumer, any of that information that was provided by the trader other than information about goods mentioned in paragraph 14 of Schedule 23 to that Act is to be treated as included as a term of the contract.”, and
  - (b) in subsection (3)—
    - (i) for “that information” substitute “the information that is to be treated as a term of a contract under subsection (2) or (2A)”, and
    - (ii) after “effective” insert “as a variation of a term implied by subsection (2) or (2A)”.
- (4) In section 36 (digital content to be as described)—

---

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

---

- (a) in subsection (3), after “(SI 2013/3134)” insert “, or in paragraph 14 or 27 of Schedule 23 to the Digital Markets, Competition and Consumers Act 2024,”, and
  - (b) in subsection (4), after “effective” insert “as a variation of a term implied by subsection (3)”.
- (5) In section 37 (other pre-contract information included in contract)—
- (a) after subsection (2) insert—
    - “(2A) Where section 256(1) of the Digital Markets, Competition and Consumers Act 2024 (pre-contract information) required the trader to give information, or make information available, to the consumer, any of that information that was provided by the trader other than information about digital content mentioned in paragraph 14 or 27 of Schedule 23 to that Act is to be treated as included as a term of the contract.”;
  - (b) in subsection (3)—
    - (i) for “that information” substitute “the information that is to be treated as a term of a contract under subsection (2) or (2A)”, and
    - (ii) after “effective” insert “as a variation of a term implied by subsection (2) or (2A)”.
- (6) In section 50 (information about the trader or service to be binding)—
- (a) in subsection (3), after “(SI 2013/3134)” insert “, or in accordance with section 256(1) of the Digital Markets, Competition and Consumers Act 2024,”, and
  - (b) in subsection (4), after “effective” insert “as a variation of a term implied by subsection (3)”.
- (7) In paragraph 10 of Schedule 5 to CRA 2015 (investigatory powers: enforcer’s legislation), at the appropriate place insert—
- “Section 271(2) and (3) of the Digital Markets, Competition and Consumers Act 2024;”.

## **279 Other consequential amendments**

- (1) In Schedule 3 to the Regulatory Enforcement and Sanctions Act 2008, at the appropriate place insert—
- “Digital Markets, Competition and Consumers Act 2024, Chapter 2 of Part 4.”.
- (2) In EA 2002—
- (a) in Schedule 14 (provisions about disclosure of information) at the appropriate place insert—
    - “Chapter 2 of Part 4 of the Digital Markets, Competition and Consumers Act 2024.”;
  - (b) in Schedule 15 (enactments conferring functions) at the appropriate place insert—
    - “Chapter 2 of Part 4 of the Digital Markets, Competition and Consumers Act 2024.”
- (3) The Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013 (S.I. 2013/3134) is amended as follows.

- (4) In regulation 5 (other definitions), at the appropriate place insert—
- ““subscription contract” has the meaning it has in [Chapter 2](#) of [Part 4](#) of the Digital Markets, Competition and Consumers Act 2024 (see section [254](#) of that Act);”.
- (5) After regulation 7(4) (application of Part 2) insert—
- “(4A) This Part does not apply to a subscription contract entered into after section [256](#) of the Digital Markets, Competition and Consumers Act 2024 comes into force.”
- (6) After regulation 27(3) (application of Part 3) insert—
- “(3A) This Part does not apply to a subscription contract entered into after section [264](#) of the Digital Markets, Competition and Consumers Act 2024 comes into force.”

### *General interpretation*

## **280 Interpretation**

- (1) 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;
- “consumer” means an individual acting for purposes that are wholly or mainly outside the individual’s business;
- “durable medium” means paper, email or any other medium that—
- (a) allows information to be addressed personally to the consumer,
  - (b) enables the consumer to store information in a way accessible for future reference for a period that is long enough for the purposes of the information, and
  - (c) allows the unchanged reproduction of information stored;
- “goods” includes—
- (a) immoveable property;
  - (b) rights and obligations;
  - (c) water, gas and electricity if they are put up for sale in a limited volume or set quantity;
- “trader” means a person (“P”) acting for purposes relating to P’s business, whether acting personally or through another person acting in P’s name or on P’s behalf.
- (2) In this Chapter—
- (a) references to a contract for the supply of goods, services or digital content include references to a contract for the supply of any combination of goods, services and digital content;
  - (b) references to payment or to a consumer being charged are references to payment, or a consumer being charged, in money or money’s worth;

---

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

---

- (c) references to something happening automatically under a subscription contract are references to it happening without any action on the part of the consumer to cause it to happen (ignoring the consumer’s action of entering into the contract or any action taken in connection with, or for the purpose of, entering into it);
- (d) references to something recurring are references to it happening more than once;
- (e) references to a supply of goods, services or digital content for a fixed term include references to a supply of goods, services or digital content which is fixed to any extent;
- (f) references to a consumer entering into a subscription contract include references to a consumer placing an order for the supply of goods, services or digital content under a subscription contract in circumstances where—
  - (i) the trader is (in any way) inviting such orders, and
  - (ii) the consumer is not required to take any further action for the contract to be concluded.

## 281 Index of defined expressions

In this Part, 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.

<b>Expression</b>	
Business	Section 280(1)
Consumer	Section 280(1)
Cooling-off notice	Section 266(1)
Digital content	<a href="#">Section 330</a>
Durable medium	Section 280(1)
Excluded contract	Section 255
Full pre-contract information	Section 256(1)(b)
Goods	Section 280(1)
Initial cooling-off period	Section 265(1)
Key pre-contract information	Section 256(1)(a)
Reminder notice	Section 258
Renewal cooling-off period	Section 265(2)
Renewal payment	Section 258(7)
Subscription contract	Section 254
Trader	Section 280(1)
Working day	<a href="#">Section 330</a>

## CHAPTER 3

### CONSUMER SAVINGS SCHEMES

#### 282 Meaning of “consumer savings scheme contract”

- (1) For the purposes of this Chapter, a consumer savings scheme contract is a contract—
  - (a) under which—
    - (i) a consumer makes payments to a trader,
    - (ii) the trader credits those payments to an account that is held by the trader for the consumer (“the consumer’s account”), and
    - (iii) the payments credited to the consumer’s account provide a fund for the consumer to redeem as goods, services or digital content in accordance with the terms of the contract,
  - (b) to which one or more of subsections (2), (3) or (4) applies, and
  - (c) which is not an excluded arrangement (see section 284).
- (2) This subsection applies to a contract if it contains terms which have the effect of restricting the times at, or periods of time during, which the consumer may redeem funds from the consumer’s account.
- (3) This subsection applies to a contract if it contains terms which have the effect of incentivising the consumer to redeem, or refrain from redeeming, funds in the consumer’s account at a time, or during a period of time, specified in the terms of the contract.
- (4) This subsection applies to a contract if it is marketed or advertised in such a way as to encourage the consumer to redeem, or refrain from redeeming, funds in the consumer’s account at a time, or during a period of time, specified in material used for the purposes of marketing or advertising the contract.

#### 283 Other defined terms

- (1) In this Chapter, references to a trader operating a consumer savings scheme are references to a trader entering into a consumer savings scheme contract.
- (2) For the purposes of section 282(1)(a)(ii), it is sufficient for a trader to hold the consumer’s payments in some way other than crediting those payments to a specific account for that consumer and references in this Chapter to a “consumer’s account” are to be construed accordingly.
- (3) In this Chapter, “protected payments” are payments, made by a consumer under a consumer savings scheme contract, in respect of which funds in the consumer’s account have not been redeemed.
- (4) Subject to subsection (5), in this Chapter, funds are treated as redeemed when the trader provides the consumer with goods, services or digital content in accordance with the terms of the consumer savings scheme contract.
- (5) Where a trader provides a consumer with vouchers or credit-tokens which may be redeemed only in respect of goods, services or digital content provided by that trader, funds are treated as redeemed for the purposes of this Chapter only when those vouchers or credit-tokens are redeemed.

## 284 Excluded arrangements

- (1) An arrangement is an excluded arrangement for the purposes of this Chapter if it is of a description set out in [Schedule 24](#).
- (2) The Secretary of State may by regulations amend [Schedule 24](#) so as to—
  - (a) add a description of an arrangement to the Schedule;
  - (b) remove a description of an arrangement from the Schedule;
  - (c) modify a description of an arrangement set out in the Schedule.
- (3) The power under [subsection \(2\)\(a\)](#) and [\(c\)](#) includes power to provide for an arrangement to be an excluded arrangement—
  - (a) generally for the purposes of this Chapter;
  - (b) only for such purposes of this Chapter as are specified.
- (4) Regulations under [subsection \(2\)](#) are subject to the affirmative procedure.

## 285 Insolvency protection requirement

- (1) A trader operating a consumer savings scheme must make and maintain the arrangements set out in [section 286](#) (insurance arrangements) or in [section 287](#) (trust arrangements) to cover, in the event of the trader’s insolvency, the cost of returning to the consumer any protected payments at the time of the insolvency.
- (2) It is an implied term of every consumer savings scheme contract that the trader complies with the requirements of this section.
- (3) A trader operating a consumer savings scheme in the United Kingdom, who is not established in the United Kingdom, must comply with the requirements of this section.
- (4) References in this Chapter to a trader’s insolvency are references to—
  - (a) a bankruptcy order having been made in relation to the trader (or, in Scotland, the trader’s estate having been sequestrated),
  - (b) a winding up order having been made in relation to the trader as a result of the trader’s insolvency,
  - (c) an appointment of a liquidator (otherwise than following the making of a winding up order) as a result of the trader’s insolvency,
  - (d) the trader being in administration,
  - (e) the appointment of an administrative receiver (or, in Scotland, a receiver) in relation to the trader, or
  - (f) in any jurisdiction, the trader being subject to an order or procedure that corresponds to any order or procedure mentioned in paragraphs [\(a\)](#) to [\(e\)](#).

## 286 Insurance arrangements

- (1) Where a trader relies on arrangements under this section for the purpose of satisfying [section 285](#), the trader must maintain insurance under one or more appropriate policies with an insurer authorised in respect of such business in the United Kingdom, the Channel Islands or the Isle of Man.
- (2) In this section “appropriate policy” means a policy—
  - (a) under which the insurer agrees to indemnify consumers in the event of the insolvency of the trader;

---

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

---

- (b) under which consumers are insured persons in respect of the costs referred to in paragraph (d);
  - (c) which does not contain a condition which provides (in whatever terms) that no liability arises, or that any liability arising ceases—
    - (i) in the event of some specified thing being done or omitted to be done after the happening of the event giving rise to a claim under the policy;
    - (ii) in the event of the policy holder not making payments under or in connection with other policies; or
    - (iii) unless the policy holder keeps specified records or makes available to, or provides the insurer with, information from those records; and
  - (d) which covers the costs of returning to the consumer any protected payments at the time of the insolvency.
- (3) The trader must meet the costs of arranging and maintaining an appropriate policy and any related charges or taxes, without recourse to the consumer payments which are to be protected under that policy.

## **287 Trust arrangements**

- (1) Where a trader relies on arrangements under this section for the purpose of satisfying [section 285](#), the trader must ensure that all payments made by a consumer under a consumer savings scheme contract are held on trust for the consumer, in the United Kingdom, by one or more persons appointed as trustees for the consumer.
- (2) Subject to subsection (3), the monies are to be held on trust for the consumer as required by subsection (1) until—
- (a) the funds in the consumer’s account have been redeemed, or
  - (b) any payments made by the consumer in respect of the consumer savings scheme contract have been returned to the consumer.
- (3) The trustees may authorise the use of monies held on trust for the consumer as required by subsection (1)—
- (a) to pay suppliers for goods, services or digital content to be provided to the consumer in accordance with the terms of the consumer savings scheme contract,
  - (b) to return payments to the consumer in exceptional circumstances, or
  - (c) to pay any profits after the consumer has redeemed all of the funds in their account.
- (4) For the purposes of subsection (3)(a), trustees may only authorise the release of monies on receipt of a declaration by the trader that the trader is solvent.
- (5) The trustee, or where there is more than one trustee, the majority of persons appointed as trustees for the purpose of subsection (1), must be independent of the trader.
- (6) For the purpose of [subsection \(5\)](#), a person is independent of the trader in relation to a trust only if—
- (a) the person has no interest in the assets of the trader or of the trust otherwise than as a trustee of that trust, and
  - (b) the person is neither connected with, nor an associate of—
    - (i) the trader, or



---

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

---

- (ii) any person for the time being acting as an insolvency practitioner in relation to the trader.
- (7) The cost of administering the trust must be paid for by the trader.
- (8) The trader must arrange for an independent auditor to be appointed to audit the accounts of the trust every three years.
- (9) In the event of a trader’s insolvency, monies held on trust for a consumer by the trustees in accordance with this section must be returned to the consumer.

## 288 Information requirements

- (1) A trader must, before the end of 30 working days beginning with the day on which a consumer makes the first payment to the trader under a consumer savings scheme contract, provide to the consumer the following information—
  - (a) the name, address, telephone number and email address of the insurer or trustees responsible for protecting the consumer’s payments;
  - (b) where insurance arrangements are in place, the policy number for the policy under which the consumer’s payments are protected;
  - (c) where trust arrangements are in place, a copy of the trust deed under which the consumer’s payments are held.
- (2) The trader must notify the consumer of any change to any of the information provided under subsection (1) before the end of 30 working days, beginning with the day on which the change takes effect.
- (3) Where a consumer makes a written request to the trader for the information mentioned in subsection (1), the trader must, before the end of 30 working days beginning with the day on which the request is received, provide, without charge, the information requested.
- (4) The information provided under this section must be in clear and plain language and, if in writing, in a legible form.
- (5) The information provided under this section must—
  - (a) in cases where the contract is to be entered into in the simultaneous physical presence of the trader and the consumer, be given in writing on a durable medium;
  - (b) in cases where the contract is to be entered into online without the simultaneous physical presence of the trader and the consumer—
    - (i) be given in writing by being displayed in any location online where the consumer may take steps to enter into the contract, and
    - (ii) be accessible in that location without the need for any action by the consumer;
  - (c) in cases where the contract is to be entered into orally without the simultaneous physical presence of the trader and the consumer, be given to the consumer orally and in a way that is audible and comprehensible.
- (6) In cases not falling within [subsection \(5\)\(a\)](#) the trader must also, as soon as reasonably practicable after the contract has been entered into, give the consumer the information in writing on a durable medium.

---

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

---

- (7) A trader operating a consumer savings scheme in the United Kingdom, who is not established in the United Kingdom, must comply with the requirements of this section.
- (8) It is an implied term of every consumer savings scheme contract that the trader complies with the requirements of this section.
- (9) The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (S.I. 3134/2013) apply to consumer savings scheme contracts to the extent that requirements under those regulations are not met by compliance with this section.

## 289 Consequential amendments

- (1) In Schedule 3 to the Regulatory Enforcement and Sanctions Act 2008 (enactments specified for the purposes of Part 1), at the appropriate place insert—
  - ““Digital Markets, Competition and Consumers Act 2024, [Chapter 3 of Part 4](#)”.
- (2) In EA 2002—
  - (a) in Schedule 14 (provisions about disclosure of information) at the appropriate place insert—
    - “[Chapter 3 of Part 4](#) of the Digital Markets, Competition and Consumers Act 2024.”;
  - (b) in Schedule 15 (enactments conferring functions) at the appropriate place insert—
    - “[Chapter 3 of Part 4](#) of the Digital Markets, Competition and Consumers Act 2024.”

## 290 Interpretation

In this Chapter—

“business” includes—

- (a) a trade, craft or profession, and
- (b) any other undertaking carried on for gain or reward,

but does not include the activities of any government department or local or public authority;

“consumer” means an individual acting for purposes that are wholly or mainly outside the individual’s business;

“durable medium” means, in relation to the provision of information, paper, email or any other medium that—

- (a) allows the information to be addressed personally to the consumer,
- (b) enables the consumer to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and
- (c) allows the unchanged reproduction of the information stored;

“excluded arrangement” is to be read in accordance with section [284](#);

“goods” includes vouchers, rights and obligations but does not include buildings or other structures or immovable property;

“trader” means a person (“P”) acting for purposes relating to P’s business whether acting personally or through another person acting in P’s name or on P’s behalf;

“turnover” has the same meaning as in [section 204](#) (determination of turnover) and references to “this Part” in [section 204](#) are to be read, for the purposes of this Chapter, as references to this Chapter.

## CHAPTER 4

### ALTERNATIVE DISPUTE RESOLUTION FOR CONSUMER CONTRACT DISPUTES

#### *Interpretation of Chapter 4*

#### **291 Meaning of “ADR” and related terms**

- (1) [This section](#) has effect for the purposes of this Chapter.
- (2) “ADR” means any method of securing or facilitating an out-of-court resolution of a consumer contract dispute that is carried out by an independent third party acting in relation to both parties to the dispute.
- (3) But the term “ADR” does not include anything carried out by a person in their capacity as—
  - (a) a judge, or
  - (b) a member of the staff of a court or tribunal.
- (4) The following are examples of ADR (if carried out as mentioned in [subsection \(2\)](#) in relation to a consumer contract dispute)—
  - (a) mediation;
  - (b) arbitration;
  - (c) early neutral evaluation;
  - (d) action under an ombudsman scheme.
- (5) In [subsection \(2\)](#) “resolution” includes—
  - (a) a decision binding both parties;
  - (b) a decision which, if accepted by the consumer, binds the trader;
  - (c) settlement of the dispute between the parties.
- (6) “ADR provider” means a person who does either or both of the following—
  - (a) carrying out ADR in relation to a consumer contract dispute, or
  - (b) making special ADR arrangements.
- (7) “Special ADR arrangements” are (subject to [subsection \(8\)](#)) arrangements made by an ADR provider with another person (whether or not that other person is an exempt or accredited ADR provider) for ADR to be carried out by that other person in relation to one or more consumer contract disputes.
- (8) Arrangements made by a person acting for only one of the parties to a consumer contract dispute are not special ADR arrangements.
- (9) For the meaning of “exempt ADR provider” and “exempt redress scheme” see [section 295](#).

- (10) “Accredited ADR provider” means a person who is for the time being accredited under this Chapter (whether or not their accreditation is limited to particular descriptions of ADR or special ADR arrangements).
- (11) In [this section](#) “judge” includes—
- (a) a member of a tribunal,
  - (b) a justice of the peace or, in Northern Ireland, a lay magistrate,
  - (c) a clerk or other officer entitled to exercise the jurisdiction of a court or tribunal, and
  - (d) a holder of any other public office with functions of a judicial nature.

## 292 Other definitions

- (1) [This section](#) has effect for the purposes of this Chapter.
- (2) “Consumer contract” means (subject to the following provisions of this section) a contract between a trader and a consumer which is—
- (a) a contract to which Chapter 2 of Part 1 of CRA 2015 (contracts to supply goods) applies;
  - (b) a contract to which Chapter 3 of that Part (contracts to supply digital content) applies;
  - (c) a contract to which Chapter 4 of that Part (contracts to supply services) applies;
  - (d) a mixed contract, that is to say a contract to which any two or three of those Chapters apply (see section 1(3) and (4) of that Act).
- (3) The reference in [subsection \(2\)\(a\)](#) to a contract to which Chapter 2 of Part 1 of CRA 2015 applies includes a reference to—
- (a) a contract between a gas supplier and a consumer for the supply of gas to any premises;
  - (b) a contract deemed by paragraph 8(1) or (2) of Schedule 2B to the Gas Act 1986, or by section 12(1) or (2) of the Energy Act (Northern Ireland) [2011 \(c. 6 \(N.I.\)\)](#), to exist between a gas supplier and a consumer for the supply of gas to any premises;
  - (c) a contract between an electricity supplier and a consumer for the supply of electricity to any premises;
  - (d) a contract deemed to exist by paragraph 3(1) or (2) of Schedule 6 to the Electricity Act 1989 or by paragraph 3(1) or (2) of Schedule 6 to the Electricity (Northern Ireland) Order 1992 ([S.I. 1992/231 \(N.I.1\)](#));
  - (e) the terms applying as between a water supplier and a consumer in respect of the supply of water to any premises by a water supplier.
- (4) In subsection (3)—
- “electricity supplier” means a person who is authorised to supply electricity by a licence or exemption under Part 1 of the Electricity Act 1989 or Part 2 of the Electricity (Northern Ireland) Order 1992;
- “gas supplier” means a person who is authorised to supply gas by a licence or exemption under Part 1 of the Gas Act 1986 or Part 2 of the Gas (Northern Ireland) Order 1996 ([S.I. 1996/275 \(N.I.2\)](#));
- “water supplier” means—

---

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

---

- (a) a water undertaker or a water supply licensee within the meaning of the Water Industry Act 1991,
  - (b) a person supplying water under a water services licence within the meaning of the Water Services etc. (Scotland) Act 2005 (asp 3), or
  - (c) a water undertaker within the meaning of the Water and Sewerage Services (Northern Ireland) Order 2006 (S.I. 2006/3336 (N.I.21)).
- (5) The reference in subsection (2)(c) to a contract to which Chapter 4 of CRA 2015 applies includes a contract between a heat supplier and a consumer for the supply of heating, cooling or hot water by means of thermal energy provided from a heat network.
- (6) In subsection (5)—
- “heat network” has the meaning given by section 216 of the Energy Act 2023, and
  - “heat supplier” means a person who charges for making a supply of heating, cooling or hot water by means of thermal energy provided from a heat network.
- (7) In the application of provisions of Part 1 of CRA 2015 for determining whether a contract is a consumer contract for the purposes of this Chapter, the following provisions are to be disregarded—
- (a) section 32(2) (provisions excluded from the operation of section 32(1));
  - (b) section 48(5) (power to exclude services from scope of Chapter 4 of Part 1).
- (8) The Secretary of State may by regulations provide that contracts of a description specified in the regulations are excluded from being consumer contracts for the purposes of this Chapter.
- (9) The power in subsection (8) includes power to provide that the exclusion only applies in circumstances specified in the regulations.
- (10) Regulations under subsection (8) are subject to the affirmative procedure.
- (11) “Consumer contract dispute” means a dispute between the parties to a consumer contract which relates to the contract, including a dispute concerning—
- (a) anything done by either party before making the contract,
  - (b) the making of the contract,
  - (c) obligations under or relating to the contract, or
  - (d) the performance by either party of their obligations under or relating to the contract.
- (12) In subsection (11) “dispute” means a legal dispute, that is to say one which may be determined by a court or tribunal in proceedings brought by either of the parties to the contract.
- (13) The “parties” to a consumer contract, or a consumer contract dispute, are the consumer and the trader.
- (14) The following terms have the meaning given by section 2 of CRA 2015—
- “consumer”
  - “goods”
  - “trader”.

But in interpreting the term “consumer” section 2(4) to (6) of that Act is to be disregarded.

*Prohibition on acting as ADR provider without accreditation etc*

**293 Prohibitions relating to acting as ADR provider**

- (1) A person must not carry out ADR in relation to a consumer contract dispute unless the person—
  - (a) is an exempt ADR provider whose exemption covers the ADR being carried out,
  - (b) is an accredited ADR provider whose accreditation covers the ADR being carried out, or
  - (c) is acting under special ADR arrangements made by—
    - (i) an exempt ADR provider whose exemption covers the making of those special ADR arrangements, or
    - (ii) an accredited ADR provider whose accreditation covers the making of those special ADR arrangements.
- (2) A person must not make special ADR arrangements in relation to any one or more consumer contract disputes unless the person is—
  - (a) an exempt ADR provider whose exemption covers the making of those special ADR arrangements, or
  - (b) an accredited ADR provider whose accreditation covers the making of those special ADR arrangements.

**294 Prohibitions relating to charging fees to consumers**

- (1) An accredited ADR provider must not charge the consumer a fee in respect of ADR being carried out (or to be carried out) in relation to a consumer contract—
  - (a) by the accredited ADR provider, or
  - (b) by another ADR provider under special ADR arrangements made by the accredited ADR provider,unless the fee is charged in accordance with provisions for the charging of fees to consumers which meet the conditions in subsection (2).
- (2) The conditions are that the provisions in question—
  - (a) have been made by the accredited ADR provider,
  - (b) are approved by the Secretary of State for the purposes of this subsection, and
  - (c) are published in a manner likely to come to the attention of consumers whose consumer contract disputes may be dealt with by the accredited ADR provider.
- (3) An ADR provider who carries out (or is to carry out) ADR in relation to a consumer contract dispute under special ADR arrangements must not charge the consumer any fee in respect of carrying out the ADR in question.

### *Exempt ADR providers*

## **295 Exempt ADR providers**

- (1) In this Chapter—
  - “exempt ADR provider” means a person who—
    - (a) is listed (or of a description of persons listed) in Part 1 of [Schedule 25](#), or
    - (b) is (when carrying out ADR or making special ADR arrangements) acting under or for the purposes of an exempt redress scheme;
  - “exempt redress scheme” means a scheme or other similar arrangement which is listed (or of a description listed) in Part 2 of [Schedule 25](#).
- (2) The Secretary of State may by regulations amend [Schedule 25](#) for the purpose of—
  - (a) adding a new entry in Part 1 or 2;
  - (b) varying or removing an entry for the time being included in Part 1 or 2;
  - (c) varying the supplementary provision in Part 3.
- (3) Regulations under subsection (2) may, in particular—
  - (a) provide for an entry in Part 1 of [Schedule 25](#) to apply to a specified person or to any person of a specified description;
  - (b) provide for an entry in Part 2 of that Schedule to apply to a specified scheme or any scheme of a specified description;
  - (c) limit the scope of the exemption given to a person by virtue of an entry in Part 1 or 2 of that Schedule, whether in relation to carrying out ADR or making special ADR arrangements (or both).
- (4) For the purposes of subsection (3)—
  - (a) descriptions of ADR may be framed by reference to kinds of ADR or types of dispute (or both), and
  - (b) descriptions of special ADR arrangements may be framed by reference to any features of such arrangements, including in particular the kinds of ADR involved or the types of dispute involved (or both).
- (5) Subject to any limitation on its scope provided for by [Schedule 25](#)—
  - (a) an exemption given to a person by virtue of an entry in Part 1 of that Schedule covers anything done by the person in the exercise of the person’s functions that would otherwise be prohibited, and
  - (b) an exemption given to a person by virtue of an entry in Part 2 of that Schedule covers anything done under or for the purposes of an exempted redress scheme that would otherwise be prohibited.
- (6) In this section—
  - “prohibited” means prohibited by section [293](#)(1) or (2);
  - “specified” means specified in the regulations.
- (7) Regulations under [subsection \(2\)](#) are subject to the negative procedure.



*Accreditation: procedure etc*

**296 Applications for accreditation or variation of accreditation**

- (1) A person who wishes to be an accredited ADR provider must—
  - (a) apply to the Secretary of State for accreditation to enable the person to carry out ADR or to make special ADR arrangements (or to do both), and
  - (b) pay to the Secretary of State the appropriate application fee (if any) prescribed by regulations under [section 300](#).
- (2) An application for accreditation to carry out ADR may be limited to one or more particular descriptions of ADR.
- (3) An application for accreditation to make special ADR arrangements may be limited to one or more particular descriptions of special ADR arrangements.
- (4) An accredited ADR provider may apply to the Secretary of State for their accreditation to be varied by the addition, variation or removal of—
  - (a) any limitation affecting the descriptions of ADR or special ADR arrangements (as the case may be) covered by the accreditation, or
  - (b) any condition on the accreditation.
- (5) An application under subsection (4) must be accompanied by the appropriate application fee (if any) prescribed by regulations under [section 300](#).
- (6) The Secretary of State may determine the procedure to be followed in relation to an application for accreditation or an application for the variation of an accreditation.
- (7) The matters which may be determined under [subsection \(6\)](#) include (among other things)—
  - (a) the form in which applications are to be made;
  - (b) the particular descriptions of ADR for which limited accreditation may be applied for and granted;
  - (c) the particular descriptions of special ADR arrangements for which limited accreditation may be applied for and granted;
  - (d) the information to be given by applicants.
- (8) [Section 295\(4\)](#) applies for the purposes of [subsection \(7\)](#) as it applies for the purposes of [section 295\(3\)](#).
- (9) The Secretary of State must publish anything determined under [subsection \(6\)](#) in a manner likely to come to the attention of potential applicants for accreditation.
- (10) The powers of the Secretary of State under [subsection \(6\)](#) may be exercised differently for different purposes.

**297 Determination of applications for accreditation or variation of accreditation**

- (1) [This section](#) applies where an application for accreditation, or for the variation of an accreditation, has been made to the Secretary of State (and has not been withdrawn).
- (2) In the case of an application for accreditation, the Secretary of State must, as soon as is reasonably practicable—
  - (a) consider the application,

---

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

---

- (b) decide whether—
    - (i) to grant the accreditation applied for,
    - (ii) to grant a more limited accreditation, or
    - (iii) to refuse the application, and
  - (c) give notice in writing to the applicant of the decision and, in the case of a decision mentioned in [paragraph \(b\)\(ii\)](#) or [\(iii\)](#), the reasons for the decision.
- (3) Accreditation granted under [subsection \(2\)\(b\)\(ii\)](#) may be limited to such descriptions of ADR or such descriptions of special ADR arrangements (or both) as the Secretary of State considers appropriate and specifies in the accreditation.
- (4) If accreditation is granted, the Secretary of State may also decide to impose conditions on the accreditation.
- (5) The Secretary of State may only grant accreditation if satisfied that the accreditation criteria will be met by or in relation to the applicant after accreditation is granted.
- (6) An accreditation is not time limited unless—
  - (a) the Secretary of State determines that it is to have effect for a limited period, and
  - (b) the notice of the decision on the application states that the accreditation is time limited and specifies the period for which it has effect.
- (7) The notice of a decision to grant accreditation must specify the day on which the accreditation takes effect.
- (8) In the case of an application for the variation of an accreditation, the Secretary of State must, as soon as is reasonably practicable—
  - (a) consider the application,
  - (b) decide whether—
    - (i) to grant the application,
    - (ii) to vary the accreditation, but to a different extent than applied for, or
    - (iii) to refuse the application, and
  - (c) give notice in writing to the applicant of the decision and, in the case of a decision mentioned in [paragraph \(b\)\(ii\)](#) or [\(iii\)](#), the reasons for the decision.
- (9) If the Secretary of State decides to vary the accreditation under [subsection \(8\)\(b\)\(i\)](#) or [\(ii\)](#), the Secretary of State may also decide—
  - (a) to impose new conditions on the accreditation, or
  - (b) to vary or remove any existing condition on the accreditation.
- (10) The Secretary of State may only vary an accreditation if satisfied that the accreditation criteria will be met by or in relation to the applicant after the accreditation is varied.
- (11) A variation of an accreditation is not time limited unless the Secretary of State determines that the variation is to have effect only for a limited period and the notice of the decision on the application for variation—
  - (a) states that the variation is time limited (unless made permanent following a subsequent application by the ADR provider),
  - (b) specifies the period for which the variation has effect, and
  - (c) makes provision as to the terms of the accreditation in the event that the variation lapses at the end of that period.

---

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

---

- (12) The notice of a decision to vary an accreditation must specify the day on which the variation takes effect.
- (13) Where the Secretary of State decides—
- (a) to impose conditions under [subsection \(4\)](#), or
  - (b) to impose new conditions, or to remove or vary any existing condition on the accreditation, under [subsection \(9\)](#),
- the notice of the decision on the relevant application must set out the conditions on the accreditation or the accreditation as varied, and give the Secretary of State’s reasons for the decisions made under [subsection \(4\)](#) or [\(9\)](#) (as the case may be).
- (14) Where an accreditation covers the making of special ADR arrangements, conditions on the accreditation may be framed so as to secure that the accredited ADR provider is responsible for acts or omissions of other ADR providers who carry out ADR under special ADR arrangements made by the accredited ADR provider.

## **298 Revocation or suspension of accreditations etc**

- (1) [This section](#) confers powers on the Secretary of State in relation to the accreditation of an accredited ADR provider.
- (2) The Secretary of State may, by notice to the ADR provider, revoke the accreditation on the application of the ADR provider.
- (3) [Subsection \(4\)](#) applies in relation to the ADR provider where the Secretary of State considers that any one or more of the following conditions are met—
- (a) the ADR provider is contravening, or has contravened, any of the prohibitions in [section 293](#) and [294](#);
  - (b) the ADR provider is failing, or has failed, to comply with any of the accreditation criteria;
  - (c) the ADR provider is failing, or has failed, to comply with any conditions on its accreditation;
  - (d) the ADR provider is failing, or has failed, to comply with an enforcement notice under [section 302](#).
- (4) The Secretary of State may by notice to the ADR provider—
- (a) vary the accreditation, by doing either or both of the following—
    - (i) limiting, or further limiting, the accreditation to such descriptions of ADR or such descriptions of special ADR arrangements (or both) as the Secretary of State considers appropriate, and
    - (ii) imposing new conditions on the accreditation, varying any existing condition or removing any existing condition,
  - (b) suspend the accreditation, or
  - (c) revoke the accreditation.
- (5) In [subsection \(4\)\(a\)\(i\)](#) the reference to limiting (or further limiting) the accreditation to particular descriptions of ADR or of special ADR arrangements includes, in particular, limiting it to ADR relating to consumer contract disputes that have already been referred for ADR or to special ADR arrangements that already exist (as the case may be), whether for a limited period or otherwise.

---

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

---

- (6) Before giving such a notice the Secretary of State must give the ADR provider a reasonable opportunity to make representations as to—
  - (a) whether one or more of the conditions mentioned in [subsection \(3\)](#) are met in relation to the ADR provider, and
  - (b) if so, what action (if any) it is appropriate for the Secretary of State to take under [subsection \(4\)](#).
- (7) Any variations made under [subsection \(4\)\(a\)](#) must be variations the Secretary of State considers necessary to secure compliance with the prohibitions in [sections 293](#) and [294](#), the accreditation criteria, the existing conditions on the accreditation or the enforcement notice (as the case may be).
- (8) In [subsection \(7\)](#) “existing conditions” means the existing conditions disregarding any previous variations made under [subsection \(4\)\(a\)](#) or [\(9\)\(b\)](#).
- (9) Where variations of the accreditation are made under [subsection \(4\)\(a\)](#), the Secretary of State must—
  - (a) keep those variations under review, and
  - (b) by notice to the ADR provider vary the accreditation for the purpose of revoking or reversing the effect of all or any of the variations, to the extent that the Secretary of State considers that they are no longer necessary for the purpose set out in [subsection \(7\)](#).
- (10) A notice that the accreditation is being varied must specify the day on which the variations take effect.
- (11) A notice that the accreditation is suspended or revoked must specify the day on which the accreditation ceases to be in force.
- (12) Where the accreditation is suspended the notice must also set out when or in what circumstances the suspension is to cease to have effect so that the accreditation is again in force.
- (13) The provision required by [subsection \(12\)](#) may consist of any one or more of the following—
  - (a) provision for the suspension to cease to have effect at the end of a period specified in the notice,
  - (b) provision for it to cease to have effect on the satisfaction of conditions specified in the notice, and
  - (c) provision for it to cease to have effect when a decision to lift it is made by the Secretary of State and notified to the ADR provider.

### **299 Fees payable by accredited ADR providers**

- (1) Accredited ADR providers must pay to the Secretary of State, at such times as may be prescribed, the appropriate prescribed fee (if any).
- (2) In [subsection \(1\)](#) “prescribed” means prescribed by regulations under [section 300](#).

### **300 ADR fees regulations**

- (1) The Secretary of State may by regulations make provision about the following descriptions of fees, namely—

---

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

---

- (a) fees to be paid by applicants for accreditation under section 296(1);
  - (b) fees to be paid by applicants for the variation of their accreditation under section 296(5);
  - (c) fees to be paid by accredited ADR providers under section 299(1).
- (2) The power to make provision about a description of fees includes power to provide—
- (a) for fees of different specified amounts to be payable in different cases or circumstances;
  - (b) for cases or circumstances in which no fees are to be payable;
  - (c) in the case of fees to be paid under section 299, the times at which the fees are to be paid.
- (3) In making regulations under this section the Secretary of State must have regard to the need to secure that, taking one year with another—
- (a) the total amount of fees paid does not exceed the costs to the Secretary of State of carrying out functions under this Chapter;
  - (b) the total amount of fees paid under section 296(1) does not exceed the costs to the Secretary of State of processing and determining applications for accreditation;
  - (c) the total amount of fees paid under section 296(5) does not exceed the costs to the Secretary of State of processing and determining applications for the variation of an accreditation.
- (4) Regulations under this section are subject to the negative procedure.

### **301 Accreditation criteria**

- (1) For the purposes of this Chapter the accreditation criteria are the criteria set out in [Schedule 26](#).
- (2) The Secretary of State may by regulations amend [Schedule 26](#) for the purpose of—
- (a) adding a new criterion, or
  - (b) removing or varying any criterion for the time being set out in that Schedule.
- (3) Regulations under [subsection \(2\)](#) are subject to the affirmative procedure.

### *Enforcement of prohibitions etc*

### **302 Enforcement notices**

- (1) The Secretary of State may give an enforcement notice to an ADR provider if satisfied that the provider is contravening, or has contravened, any one or more of the following—
- (a) the prohibition in [section 293\(1\)](#) or [\(2\)](#);
  - (b) the prohibition in [section 294\(1\)](#) or [\(3\)](#);
  - (c) a condition on its accreditation;
  - (d) the duty to pay a fee due under [section 299\(1\)](#);
  - (e) a duty imposed by regulations under [section 303](#);
  - (f) a duty imposed by a direction under [section 304](#).

---

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

---

- (2) Before reaching a final view as to whether or not to give an enforcement notice to an ADR provider, the Secretary of State must give the provider a reasonable opportunity to make representations as to—
  - (a) whether the condition in [subsection \(1\)](#) is met, and
  - (b) if so, whether an enforcement notice should be given to it.
- (3) An enforcement notice is a notice requiring the ADR provider in question to do, or not to do, such things as are specified in the notice or are of a description so specified, with a view to securing compliance with the prohibition, condition or duty in question.
- (4) An enforcement notice may—
  - (a) include requirements for the ADR provider to give information to the Secretary of State, or
  - (b) include other supplementary, incidental or consequential provision.
- (5) The notice must make clear, in particular—
  - (a) what requirements are being imposed by the notice, and
  - (b) when they are to be complied with (whether immediately or otherwise).
- (6) The Secretary of State may, by notice to the ADR provider to whom an enforcement notice has been given—
  - (a) revoke the enforcement notice, or
  - (b) revoke any requirement contained in the notice and, if necessary, make any consequential changes to the other provisions of the notice.
- (7) The power under [subsection \(6\)](#) may be exercised on the application of the ADR provider or otherwise.
- (8) An enforcement notice may, with the permission of the High Court or the Court of Session, be enforced as if it were an order made by that court.
- (9) The Secretary of State may publish information about enforcement notices given under [this section](#).

*Provision of Information etc*

### **303 ADR information regulations**

- (1) The Secretary of State may by regulations require persons of a specified description (being persons within [subsection \(2\)](#))—
  - (a) to provide ADR information to the Secretary of State;
  - (b) to provide ADR information to a person with functions conferred by regulations under [section 307](#);
  - (c) to provide ADR information to consumers by publishing it.
- (2) Regulations under this section may impose requirements on—
  - (a) accredited ADR providers,
  - (b) exempt ADR providers,
  - (c) persons (not being accredited or exempt ADR providers) who carry out ADR under special ADR arrangements,
  - (d) persons who have been, but are no longer, within paragraph (a), (b) or (c),

---

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

---

- (e) regulators, but only in relation to relevant ADR information (see [section 306\(2\)](#)).
- (3) The power to impose requirements under subsection (1)(a) or (b) may only be exercised for the purpose of enabling or facilitating one or more of the following—
  - (a) publication of ADR information for the benefit of consumers;
  - (b) monitoring or evaluation of the operation of the system of accreditation under this Chapter;
  - (c) monitoring or evaluation of the provision and quality of ADR carried out in the United Kingdom.
- (4) It is immaterial for the purposes of subsection (3) whether the publication, monitoring or evaluation is carried out by the Secretary of State, by a person with functions conferred by regulations under [section 307](#) or by any other person acting under arrangements made with that other person by the Secretary of State or a person with such functions.
- (5) Regulations under this section may provide for—
  - (a) the ADR information to be provided or published;
  - (b) the manner in which it is to be provided or published;
  - (c) the intervals or times at which it is to be provided or published;
  - (d) time limits for providing or publishing it.
- (6) Regulations under this section are subject to the negative procedure.

### **304 ADR information directions**

- (1) The Secretary of State may give a direction to any person falling within [subsection \(2\)](#) requiring the person to provide ADR information to the Secretary of State.
- (2) A direction may be given to—
  - (a) an accredited ADR provider,
  - (b) an exempt ADR provider,
  - (c) a person (not being an accredited or exempt ADR provider) who carries out ADR under special ADR arrangements,
  - (d) a person who has been an accredited or exempt ADR provider or a person mentioned in [paragraph \(c\)](#), or
  - (e) a regulator, but only in relation to relevant ADR information (see [section 306\(2\)](#)).
- (3) A direction may only be given—
  - (a) for the purpose of enabling or facilitating one or more of the following (whether done by the Secretary of State or by another person under arrangements made with the Secretary of State)—
    - (i) publication of ADR information for the benefit of consumers;
    - (ii) monitoring or evaluation of the operation of the system of accreditation under this Chapter;
    - (iii) monitoring or evaluation of the provision and quality of ADR carried out in the United Kingdom, or
  - (b) for any other purpose connected with the exercise of the Secretary of State’s functions under this Chapter.



---

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

---

- (4) A direction may provide for—
  - (a) the ADR information to be provided;
  - (b) the manner in which it is to be provided;
  - (c) time limits for providing it.
- (5) A person to whom a direction is given must so far as reasonably practicable comply with it.
- (6) The duty to comply with a direction is enforceable by the Secretary of State in civil proceedings—
  - (a) for an injunction,
  - (b) for specific performance of a statutory duty under section 45 of the Court of Session Act 1988, or
  - (c) for any other appropriate remedy or relief.
- (7) In this section “direction” means a direction under this section.

### **305 Disclosure of ADR information by the Secretary of State**

- (1) This section applies to any ADR information relating to ADR providers which—
  - (a) is provided to the Secretary of State in response to regulations under [section 303](#) or a direction under [section 304](#), or
  - (b) is otherwise held by the Secretary of State for the purposes of any function of the Secretary of State under this Chapter.
- (2) The Secretary of State may publish information to which this section applies for the purpose of providing information to consumers.
- (3) The Secretary of State may disclose information to which this section applies—
  - (a) to any Minister of the Crown, government department or devolved authority;
  - (b) to a regulator;
  - (c) to a public designated enforcer (see [section 151](#)).
- (4) This section does not affect any power to disclose information apart from this section.
- (5) In this section “devolved authority” means the Welsh Ministers, the Scottish Ministers or a Northern Ireland Department.

### **306 Meaning of “ADR information” and other terms in [sections 303](#) to [305](#)**

- (1) In [sections 303](#) to [305](#) “ADR information” means any information about or relating to—
  - (a) an ADR provider,
  - (b) ADR carried out by an ADR provider,
  - (c) special ADR arrangements made by an ADR provider.
- (2) In those sections “relevant ADR information”, in relation to requirements imposed on a regulator, means any information about or relating to—
  - (a) ADR carried out by a relevant ADR provider,
  - (b) special ADR arrangements made by a relevant ADR provider,
  - (c) ADR carried out by ADR providers acting under special ADR arrangements made by a relevant ADR provider, or

---

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

---

- (d) anything done by the regulator which directly or indirectly affects a relevant ADR provider so far as relating to anything falling within paragraphs (a) to (c).
- (3) In subsection (2) “relevant ADR provider”, in relation to a regulator, means an accredited or exempt ADR provider—
  - (a) who is subject to regulation by the regulator, or
  - (b) whose activities (as an ADR provider) relate to consumer contract disputes involving traders acting in an area for which the regulator has responsibility or oversight under any legislation.
- (4) In this section—
  - (a) a reference to information about ADR carried out by an ADR provider includes, in the case of ADR carried out by an accredited or exempt ADR provider, information about fees charged to consumers or traders in respect of carrying out ADR, and
  - (b) a reference to information about special ADR arrangements includes information about fees charged to consumers or traders by the ADR provider who made the arrangements.
- (5) In this section references to ADR carried out by an ADR provider include ADR to be carried out by the provider.
- (6) In this section and sections 303 to 305, “regulator” means a person who has responsibility for, or oversight of, an area of activity by virtue of any legislation.

#### *Involvement of other bodies in the regulation of ADR providers*

### **307 Power to provide for other persons to have accreditation functions etc**

- (1) The Secretary of State may by regulations make provision for or in connection with the conferring on another person of any function falling within subsection (2) so far as it is exercisable in such cases or circumstances as may be prescribed by the regulations, in place of the corresponding function of the Secretary of State.
- (2) The functions which may be the subject of regulations under this section are functions corresponding to functions of the Secretary of State under the following provisions of this Chapter as originally enacted—
  - section 294(2)(b) (function of approving fees provisions);
  - section 296 (functions relating to applications for accreditation or variation of an accreditation);
  - section 297 (functions relating to determination of applications);
  - section 298 (functions relating to revocation or suspension of accreditations etc);
  - section 299(1) (fees payable by accredited ADR providers), so far as relating to the function of receiving fees;
  - section 302 (functions relating to enforcement notices);
  - section 304 (functions relating to ADR information directions);
  - section 305 (functions relating to disclosure of ADR information).
- (3) The powers conferred by subsection (1) include power to make provision for or in connection with—
  - (a) sharing of information between any two or more relevant authorities;

---

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

---

- (b) abolishing (in whole or part) a function conferred on a person by regulations under this section.
- (4) In [subsection \(3\)\(a\)](#) “relevant authorities” means the Secretary of State and any persons with functions conferred by regulations under [this section](#).
- (5) Regulations under [this section](#) may amend this Chapter.
- (6) Regulations under [this section](#) are subject to the affirmative procedure.

### *Complaints by consumers to traders*

## **308 Duty of trader to notify consumer of ADR arrangements etc**

- (1) [This section](#) applies where a trader responds to a complaint from a consumer in respect of any matters relating to a consumer contract between them.
- (2) In [subsection \(1\)](#) “matters relating to a consumer contract” include anything concerning—
  - (a) the making of the contract,
  - (b) anything done by the trader before or after making the contract,
  - (c) any obligations of the trader under or relating to the contract, or
  - (d) the performance by the trader of its obligations under or relating to the contract.
- (3) The trader must, when communicating the outcome of the trader’s consideration of the complaint to the consumer, also inform the consumer about any ADR or other arrangement that is available if the consumer is dissatisfied with the outcome.
- (4) In [subsection \(3\)](#) “ADR or other arrangement” means a scheme or arrangement—
  - (a) that is available to the consumer by virtue of an obligation of the trader to participate in the scheme or arrangement imposed by—
    - (i) legislation,
    - (ii) terms of the consumer contract, or
    - (iii) other contractual arrangements to which the trader is party, and
  - (b) by virtue of which either or both of the following will happen if the complaint (or any part of it) is duly pursued by the consumer—
    - (i) ADR will be carried out (if or so far as the matters complained of involve a consumer contract dispute between the parties);
    - (ii) other action will be taken with a view to securing or facilitating a resolution (if or so far as the matters complained of do not involve a consumer contract dispute between the parties).
- (5) [Section 302](#) (enforcement notices) applies in relation to a trader who is contravening or has contravened the duty under [subsection \(3\)](#) as it applies in relation to an ADR provider who is contravening or has contravened anything mentioned in [section 302\(1\)](#).
- (6) This section does not affect any other duty of a trader to give information to a consumer.

### *Consequential amendments etc and transitional provision*

#### **309 Consequential amendments etc relating to this Chapter**

[Schedule 27](#) contains consequential amendments, repeals and revocations relating to this Chapter.

#### **310 Transitional provision relating to this Chapter**

- (1) The prohibition on carrying out ADR in [section 293\(1\)](#) does not apply to ADR carried out by an ADR provider in relation to a consumer contract dispute where the ADR started before the prohibition came into force.
- (2) The prohibition on charging fees to consumers in [section 294\(1\)](#) does not apply to ADR carried out by an ADR provider in relation to a consumer contract dispute where the ADR started before the prohibition came into force.
- (3) For the purposes of [subsections \(1\) and \(2\)](#), the ADR is to be taken as starting when the dispute was first referred to the ADR provider in accordance with that provider's rules or procedures.
- (4) The prohibition on charging fees to consumers in [section 294\(3\)](#) does not apply to ADR carried out by an ADR provider under special ADR arrangements where the ADR started before the prohibition came into force.
- (5) [Subsection \(2\) of section 293](#) applies, in the case of any special ADR arrangements made by an ADR provider before that subsection comes into force, as if the prohibition in it were a prohibition against the person who made the arrangements continuing to operate them, unless that person—
  - (a) is an exempt ADR provider whose exemption would cover making the special ADR arrangements, or
  - (b) is an accredited ADR provider whose accreditation would cover making the special ADR arrangements.
- (6) But [subsection \(5\)](#) does not prevent the person from continuing to operate the special ADR arrangements so far as relating to cases in which ADR which is being carried out in relation to a consumer contract dispute started before the prohibition in [section 293\(1\)](#) came into force.
- (7) For the purposes of [subsections \(4\) and \(6\)](#) ADR is to be taken as starting when the dispute is referred—
  - (a) to the person who made the special ADR arrangements in accordance with the person's rules or procedures, or
  - (b) to the person carrying out the ADR under the special ADR arrangements, in accordance with the person's rules or procedures,whichever occurs first.
- (8) The duty in [section 308\(3\)](#) does not apply in relation to a consumer's complaint if it was received by the trader before the coming into force of [section 308](#).