



Digital Markets, Competition and Consumers Act 2024

2024 CHAPTER 13

PART 4

CONSUMER RIGHTS AND DISPUTES

CHAPTER 2

SUBSCRIPTION CONTRACTS

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—

Status: This is the original version (as it was originally enacted).

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