



Digital Markets, Competition and Consumers Act 2024

2024 CHAPTER 13

PART 4 **U.K.**

CONSUMER RIGHTS AND DISPUTES

CHAPTER 2 **U.K.**

SUBSCRIPTION CONTRACTS

General and miscellaneous provision

PROSPECTIVE

272 **Information and notices: timing and burden of proof** **U.K.**

- (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;

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- (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.

Commencement Information

II S. 272 not in force at Royal Assent, see [s. 339\(1\)](#)

PROSPECTIVE

273 Terms of a subscription contract which are of no effect **U.K.**

- (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).

Commencement Information

I2 S. 273 not in force at Royal Assent, see [s. 339\(1\)](#)

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PROSPECTIVE

274 Other remedies for breach by trader **U.K.**

- (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.

Commencement Information

I3 S. 274 not in force at Royal Assent, see [s. 339\(1\)](#)

PROSPECTIVE

275 Application of this Chapter **U.K.**

- (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,
 - (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—

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- (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.

Commencement Information

I4 S. 275 not in force at Royal Assent, see s. 339(1)

PROSPECTIVE

276 Crown application **U.K.**

- (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.

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(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.

Commencement Information

I5 S. 276 not in force at Royal Assent, see [s. 339\(1\)](#)

277 Power to make further provision in connection with this Chapter **U.K.**

- (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.

Commencement Information

I6 S. 277 in force at Royal Assent for specified purposes, see [s. 339\(2\)\(c\)](#)

Status:

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Changes to legislation:

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