



# Digital Markets, Competition and Consumers Act 2024

## 2024 CHAPTER 13

### PART 4

#### CONSUMER RIGHTS AND DISPUTES

### CHAPTER 2

#### SUBSCRIPTION CONTRACTS

##### *Duties of traders*

#### **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—
  - (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

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**Changes to legislation:** There are currently no known outstanding effects for the Digital Markets, Competition and Consumers Act 2024, Section 258. (See end of Document for details)

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- (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.

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**Commencement Information**

**II** S. 258 in force at Royal Assent for specified purposes, see s. 339(2)(c)

**Changes to legislation:**

There are currently no known outstanding effects for the Digital Markets, Competition and Consumers Act 2024, Section 258.