



Digital Markets, Competition and Consumers Act 2024

2024 CHAPTER 13

PART 4

CONSUMER RIGHTS AND DISPUTES

CHAPTER 2

SUBSCRIPTION CONTRACTS

General and miscellaneous provision

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,
 - (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.

Status: This is the original version (as it was originally enacted).

- (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.