

DIGITAL MARKETS COMPETITION AND CONSUMERS BILL SUBSCRIPTION CONTRACTS CHECKLIST FOR ONLINE RETAILERS

Meet the Consumer & Retail Team



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The Subscription Checklist

REQUIREMENT	COMPLETED?
KEY PRE-CONTRACT INFORMATION REQUIREMENTS	
Provide the consumer with the key pre-contract information before they sign up, noting that it must be:	
<ul style="list-style-type: none"> o provided to consumers as close in time to entering into the contract as practicable; 	
<ul style="list-style-type: none"> o given to the consumer all together; 	
<ul style="list-style-type: none"> o provided separately from other information; and 	

REQUIREMENT	COMPLETED?
<ul style="list-style-type: none"> ○ 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.g. on screen during the order journey. 	
FULL PRE-CONTRACT INFORMATION REQUIREMENTS	
Provide the consumer with the full pre-contract information before they sign up noting that it must be:	
<ul style="list-style-type: none"> ○ provided to consumers as close in time to entering into the contract as possible. For example, the full pre-contract information can be presented in the terms of sale as there is no legal requirement for the information to be provided in such a way where the consumer does not need to take any steps to read the information (other than the steps to enter the contract), although see the exceptions below; 	
<ul style="list-style-type: none"> ○ given or made available to the consumer all together; 	
<ul style="list-style-type: none"> ○ provided separately from any other information (including product information); and 	
<ul style="list-style-type: none"> ○ information on whether there are any restrictions on the delivery of the product & information regarding accepted means of payment must be in writing and provided 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.g. presented on screen during the order journey). 	
After the contract has been entered into (but before goods/services are provided) provide the full pre-contract information to the consumer in writing on a durable medium as soon as reasonably practicable.	
EXPRESS ACKNOWLEDGEMENT OF PAYMENT	
<ul style="list-style-type: none"> ○ Obtain (during the final step the consumer is required to take before they enter into the contract) the consumer's express acknowledgement that the contract imposes an obligation to make payments to the trader. 	
INITIAL COOLING-OFF RIGHT	
<ul style="list-style-type: none"> ○ The consumer has an initial 14 day cooling-off right where they can cancel the subscription contract. 	
<ul style="list-style-type: none"> ○ For goods, the 14 day period is calculated from day after the day on which the consumer receives all of the goods due to be received as part of the first supply of goods under the contract. In any other case, it is calculated 14 days beginning with the day after the day on which the contract is entered into. 	

REQUIREMENT	COMPLETED?
○ This initial cooling-off right needs to be presented to the consumer before they sign up to the contract (e.g. in the terms of sale).	
○ The consumer can notify the trader of the cancellation by any means.	
○ It is deemed cancelled from the time the notification is given.	
RENEWAL COOLING-OFF RIGHT AND NOTICE	
○ The consumer has a renewal 14 day cooling-off right to cancel the contract (regardless of how the contract was formed) after the consumer becomes liable under the contract for a first renewal payment following the end of a concessionary period, or after each renewal where the contract auto renews for a year or more.	
○ The 14 day period is calculated from the day after the relevant renewal of the contract occurs.	
○ The notification maybe given by any means.	
○ It is deemed cancelled from the time the notification is given by the consumer.	
○ In relation to each renewal cooling-off period, a trader must provide a notice containing the prescribed information set out in the Bill.	
○ The cooling-off notice must be given on the first day of the renewal cooling-off period to which it relates or as soon as reasonably practicable after that day.	
○ The cooling-off notice has to be sent separate from any other information. It can be sent via post, email, message sent online (or by any other means of electronic communication).	
○ The cooling-off notice is deemed to be sent by the trader and received by the consumer at the time the communication is sent to the consumer.	

REMINDER NOTICES	
<ul style="list-style-type: none"> Where the subscription contract does not include a concessionary period (e.g. a free/discounted trial period), the trader must give the consumer a reminder notice in respect of each renewal payment that relates to the end of a relevant six month period. The notice must contain the information prescribed in the Bill. 	
<ul style="list-style-type: none"> Where the subscription contract includes a concessionary period (e.g. a free/discounted trial period), the trader must give to the consumer a reminder notice (and include the prescribed information) in respect of: <ul style="list-style-type: none"> the first renewal payment for which the consumer will become liable under the contract; and each subsequent renewal payment which relates to the end of a relevant 6 month period. 	
For both concessionary and non-concessionary contracts:	
<ul style="list-style-type: none"> The notice is to be sent within the period specified by the trader in the key pre-contract information. 	
<ul style="list-style-type: none"> Contracts that renew for a period of 12 months or more require two notices. 	
<ul style="list-style-type: none"> The notice has to be sent separate from any other information. It can be sent via post, email, message online (or by any other means of electronic communication). 	
<ul style="list-style-type: none"> The notice is deemed to be sent by the trader and received by the consumer at time the communication is sent to the consumer. 	
ARRANGEMENTS FOR ENDING THE SUBSCRIPTION	
<ul style="list-style-type: none"> A consumer must be able to bring the contract to an end online and 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. 	
<ul style="list-style-type: none"> Consumers should be able to cancel the contract easily and in a single communication without having to take any steps which are not reasonably necessary for bringing the contract to an end. 	
<ul style="list-style-type: none"> Alternatively, a consumer should be able to exercise a right to bring a subscription contract to an end by notifying the trader <u>by any means</u>, but the consumer's communication must be sufficiently clear for the purpose of informing the trader that they are bringing the contract to an end. 	
END OF CONTRACT NOTICE	
<ul style="list-style-type: none"> A trader must send an 'end of contract' ("EOC") notice confirming the cancellation and refund of any overpayments. 	

<ul style="list-style-type: none"> • The EOC notice must set out the date on which the contract was or will be cancelled or on which it came or will come to an end. 	
<ul style="list-style-type: none"> • The EOC notice must be sent following cancellation and a trader must give such notice regardless of how the contract was cancelled. 	
<ul style="list-style-type: none"> • The EOC notice must be in writing and on a durable medium. 	
<ul style="list-style-type: none"> • <u>For notifications online</u> – EOC notices need to be given before the end of 24 hours from the time the consumer gives notification. • <u>For notifications given in any other way</u> – EOC notices need to be given before the end of the period of 3 working days beginning with the day after the day that the consumer gives that notification. 	