Draft Regulations laid before Parliament under sections 255(4), 256(9), 258(10), 267(7), 337(3) and (6) of the Digital Markets, Competition and Consumers Act 2024 (c. 13), for approval by resolution of each House of Parliament.

DRAFT STATUTORY INSTRUMENTS

2026 No. ****

CONSUMER PROTECTION

The Consumer Subscription Contracts (Cancellation and Information) Regulations 2026

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CONTENTS

PART 1

Introductory

1. Citation and commencement
2. Extent and application
3. General interpretation for the purposes of these Regulations

PART 2

Cooling-off rights

Chapter 1

Introduction

4. Interpretation of Part 2

Chapter 2

Extension of cooling-off periods

5. Initial cooling-off period extended
6. Renewal cooling-off period extended

Chapter 3

Restrictions on the right to cancel a subscription contract during the initial cooling-off period

7. Restrictions on the right to cancel a subscription contract for the supply of digital content only
8. Restrictions on the right to cancel a subscription contract for the supply of perishable or bespoke goods
9. Restrictions on the right to cancel a subscription contract for the supply of goods supplied by means of hire

Chapter 4

Cancellation of a subscription contract under section 264(1) of the DMCCA during a cooling-off period

10. Application of Chapter 4
11. Effect of cancellation during cooling-off periods: general
12. Return of returnable goods to the trader following cancellation

13. Failure of a consumer to return returnable goods
14. Goods which have been over handled
15. Perishable or bespoke goods supplied
16. Relevant sealed goods supplied
17. Goods that have become mixed inseparably
18. Recovery of costs for hired goods
19. Recovery of costs of services supplied
20. Recovery of costs of digital content supplied
21. Payments of refunds
22. Cancellation during the initial cooling-off period: effect on ancillary contracts

PART 3

Right to cancel a subscription contract under section 263(2) of the DMCCA for breach of implied term

Chapter 1

Interpretation

23. Meaning of the "relevant date" for the purposes of Part 3

Chapter 2

Restrictions on the right to cancel for breach of implied terms: further provisions

24. Cancellation period

Chapter 3

Cancellation of a subscription contract for breach of implied term

25. Application of Chapter 3
26. Effect of cancellation for breach of implied term: general
27. Delay in exercising right to cancel a contract for breach of implied term
28. Cancellation in event of multiple breaches
29. Payment of refunds
30. Goods received under a subscription contract cancelled for breach of implied term

PART 4

Multiple cancellation rights under Chapter 2 of Part 4 of the DMCCA

31. Cancellation in event of the consumer having more than one right to cancel the contract: cooling-off and breach of implied term

PART 5

Right to bring a subscription contract to an end

32. When a consumer may exercise a right to bring a subscription contract to an end

PART 6

Notices

33. Reminder notices: modification of requirements in section 258 of the DMCCA
34. Reminder notice: additional requirements
35. End of contract notice: additional requirements
36. Cooling-off notice: additional information and requirements

PART 7

Terms of a subscription contract which are of no effect and related provision

37. Cases specified for the purposes of section 273(2) of the DMCCA (terms of a subscription contract which are of no effect)

PART 8

Excluded contracts: additions or modifications to descriptions of contracts in Schedule 22 to the DMCCA

38. Amendments to Schedule 22 to the DMCCA: excluded contracts

39. Amendments to paragraphs 3 and 4 of Schedule 22 to the DMCCA: medical prescriptions etc
40. Charities

PART 9
Review

41. Review

Schedule — contract cancellation: specified acts or omissions made in breach of a relevant implied term

The Secretary of State makes these Regulations in exercise of the powers conferred by sections 255, 256(8), 258(9), 267, 277 and 337 of the Digital Markets, Competition and Consumers Act 2024(**a**).

In accordance with section 267(6) of that Act, the Secretary of State has consulted such persons as the Secretary of State considers appropriate in connection with Chapter 2 of Part 2 of these Regulations.

In accordance with sections 255(4), 256(9), 258(10), 267(7), 337(3) and (6) of that Act, a draft of this instrument was laid before, and approved by, resolution of each House of Parliament.

PART 1
Introductory

Citation and commencement

1.—(1) These Regulations may be cited as the Consumer Subscription Contracts (Cancellation and Information) Regulations 2026.

(2) These Regulations come into force on 1st January 2027.

Extent and application

2.—(1) These Regulations extend to England and Wales, Scotland and Northern Ireland.

(2) These Regulations apply only to a subscription contract(**b**) entered into on or after section 254 of the DMCCA comes into force.

General interpretation for the purposes of these Regulations

3. In these Regulations—

"bespoke goods" means goods(**c**) that are made to the consumer's specifications or are clearly personalised;

(**a**) 2024 c. 13.
(**b**) See section 254 of the DMCCA for the meaning of "subscription contract".
(**c**) See section 280(1) of the DMCCA for the definition of "goods".

"the DMCCA" means the Digital Markets, Competition and Consumers Act 2024;

"hire-excluded amount", in relation to goods supplied by means of hire by the trader(**a**) to the consumer(**b**) under a subscription contract—

(a) means the total amount of one or more payments (if any) that the consumer becomes liable for under the subscription contract over and above the consumer's liability to pay—

(i) the price agreed under the contract in exchange for the supply of goods by means of hire ("hired goods"), and

(ii) for the delivery of those goods to the consumer;

(b) does include, in particular, any payment that the consumer becomes liable for under the subscription contract as a result of the consumer's—

(i) failure to comply with one or more (expressed or implied) terms of that contract including those relating to the consumer's obligation to take reasonable care of the hired goods and to give them back, and

(ii) obligations under that contract to compensate the trader for a penalty, fine, fee or other costs lawfully imposed by a third party (that is a person other than the trader to the contract) because of the consumer's acts or omissions in respect of the hired goods;

"perishable goods" means goods which are liable to deteriorate or expire rapidly;

"relevant implied term" means the term implied into a subscription contract by section 262(a), (c), (d) or (e) of the DMCCA;

"relevant sealed goods" means—

(a) sealed goods which are not suitable for return due to health protection or hygiene reasons if they become unsealed after delivery to the consumer;

(b) sealed audio recordings;

(c) sealed video recordings;

(d) sealed computer software;

"returnable goods" means goods other than any of the following—

(a) perishable goods;

(b) bespoke goods;

(c) relevant sealed goods;

(d) goods that have become mixed inseparably, according to their nature, with other items after delivery to the consumer;

"sale", in relation to the supply of goods, means the trader transfers or agrees to transfer ownership of goods to the consumer.

(**a**) See section 280(1) of the DMCCA for the definition of "trader".
(**b**) See section 280(1) of the DMCCA for the definition of "consumer".

PART 2

Cooling-off rights

Chapter 1

Introduction

Interpretation of Part 2

4. In this Part—

"hire", in relation to the supply of goods, means the trader gives or agrees to give the consumer possession of the goods with the right to use them for a period determined in accordance with the subscription contract without the trader transferring or agreeing to transfer ownership of the goods to the consumer;

"initial cooling-off information" means the information set out in paragraph 21 of Schedule 23 to the DMCCA;

"initial cooling-off information requirement" means the trader's duties—

(a) to give, or make available, to the consumer the initial cooling-off information in accordance with section 256(1)(b) of the DMCCA,

(b) where section 257(9) of the DMCCA applies, to give the consumer the initial cooling-off information in accordance with that section, and

(c) to give the consumer the initial cooling-off information in accordance with section 272(8) of the DMCCA;

"off-premises subscription contract" has the meaning given for the purposes of section 268 of the DMCCA (see subsection (5) of that section);

"optional delivery amount" means a payment for the delivery of goods that the consumer expressly chooses to make in addition to the cost of the least expensive common and generally acceptable kind of delivery offered by the trader under the subscription contract for those goods;

"relevant payment"—

(a) in relation to a subscription contract cancelled under section 264(1) of the DMCCA during the initial cooling-off period(**a**) means any payment, other than a hire-excluded amount and an optional delivery amount, for which the consumer became liable under the contract;

(b) in relation to a subscription contract cancelled under section 264(1) of the DMCCA during a renewal cooling-off period(**b**) means—

(i) the relevant renewal payment;

(ii) any payment, other than a hire excluded amount and an optional delivery amount, for which the consumer became liable under the contract subsequent to that renewal payment;

(**a**) See section 265(1) of the DMCCA for the meaning of the "initial cooling-off period".
(**b**) See section 265(2) of the DMCCA for the meaning of a "renewal cooling-off period".

"relevant renewal payment" means the renewal payment(**a**) mentioned in section 265(3)(a) or (b) of the DMCCA which gave rise to the renewal cooling-off period during which the contract is cancelled by the consumer under section 264(1)(b) of the DMCCA;

"renewal cooling-off notice requirement" means the trader's duty to give the consumer a cooling-off notice(**b**) in accordance with sections 266 and 272(8) of the DMCCA.

Chapter 2

Extension of cooling-off periods

Initial cooling-off period extended

5.—(1) This regulation applies where a trader fails to meet the initial cooling-off information requirement in relation to a subscription contract.

(2) The initial cooling-off period in relation to the subscription contract—

(a) does not end on the day on which it would otherwise end in the absence of this regulation (that is at the end of the period of 14 days mentioned in section 265(1)(b)(i) or (ii) of the DMCCA, referred to in this regulation as the "original ICOP end date"), and

(b) instead ends at the end of the period specified in paragraph (3).

(3) The period mentioned in paragraph (2)(b) is—

(a) where the trader complies with paragraph (4) before the end of the period of 12 months beginning with the first day of the period mentioned in section 265(1)(b)(i) or (ii) of the DMCCA, the period of 14 days beginning with the day on which the trader complies with paragraph (4), or

(b) where the trader does not comply with paragraph (4) before the end of that 12 month period, the period of 12 months beginning with the original ICOP end date.

(4) A trader complies with this paragraph by giving the relevant information to the consumer in writing on a durable medium(**c**).

(5) The relevant information is—

(a) the initial cooling-off information to which the initial cooling-off information requirement referred to in paragraph (1) relates, modified to take into account the time at which that initial cooling-off information is given to the consumer, including information about when the initial cooling-off period ends as provided for in paragraph (3)(a), and

(b) information confirming that the initial cooling-off period has been extended as provided for in this regulation.

Renewal cooling-off period extended

6.—(1) This regulation applies where a trader fails to meet the renewal cooling-off notice requirement in relation to a renewal cooling-off period.

(2) The renewal cooling-off period—

(a) does not end on the day on which it would otherwise end in the absence of this regulation (that is at the end of the period of 14 days mentioned in section 265(2)(b) of the DMCCA, referred to in this regulation as the "original RCOP end date"), and

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(**a**) See section 258(7) of the DMCCA for the definition of "renewal payment".
(**b**) See section 266(1) of the DMCCA for the definition of a "cooling-off notice".
(**c**) See section 280(1) of the DMCCA for the definition of "durable medium" and see section 272(8) of the DMCCA which sets out the additional requirement that any information that a trader gives to a consumer under these Regulations must be given in clear and plain language and, if given in writing, be in legible form.

(b) instead ends at the end of the period specified in paragraph (3).

(3) The period mentioned in paragraph (2)(b) is—

(a) where the trader complies with paragraph (4) before the end of the period of 12 months beginning with the first day of the period mentioned in section 265(2)(b) of the DMCCA, the period of 14 days beginning with the day on which the trader complies with paragraph (4), or

(b) where the trader does not comply with paragraph (4) before the end of that 12 month period, the period of 12 months beginning with the original RCOP end date.

(4) The trader complies with this paragraph by giving the consumer the relevant information in writing on a durable medium(**a**).

(5) The relevant information is—

(a) the cooling-off notice to which the renewal cooling-off notice requirement referred to in paragraph (1) relates, modified to take into account the time at which that notice is given to the consumer, including that notice setting out when the renewal cooling-off period ends as provided for in paragraph (3)(a), and

(b) information confirming that the renewal cooling-off period is extended as provided for in this regulation.

Chapter 3

Restrictions on the right to cancel a subscription contract during the initial cooling-off period

Restrictions on the right to cancel a subscription contract for the supply of digital content only

7.—(1) This regulation applies—

(a) to a subscription contract for the supply of digital content(**b**) only, and

(b) if the trader begins the supply of the digital content to the consumer before the end of the period of 14 days beginning with the day after the day on which the subscription contract is entered into.

(2) If the conditions in paragraph (3) are met, the consumer loses the right to cancel the subscription contract under section 264(1)(a) of the DMCCA (right to cancel during the initial cooling-off period) when the supply of the digital content to the consumer begins.

(3) The conditions are that before the trader begins the supply of the digital content to the consumer—

(a) the consumer—

(i) gives their express consent to the trader for the trader to begin the supply of the digital content, and

(ii) acknowledges that the right to cancel the contract under section 264(1)(a) of the DMCCA will be lost when that supply begins, and

(b) the trader gives the consumer confirmation of both that consent and acknowledgement in writing on a durable medium(**c**).

(**a**) And see section 272(8) of the DMCCA which provides that any information that a trader gives to a consumer under these Regulations must be given in clear and plain language and, if given in writing, be in legible form.

(**b**) See section 330 of the DMCCA for the definition of "digital content".

(**c**) And see section 272(8) of the DMCCA which provides that any information that a trader gives to a consumer under these Regulations must be given in clear and plain language and, if given in writing, be in legible form.

Restrictions on the right to cancel a subscription contract for the supply of perishable or bespoke goods

8.—(1) This regulation applies to a subscription contract for the supply of goods(**a**) where those goods are exclusively perishable goods or bespoke goods supplied by means of sale.

(2) If the initial cooling-off information requirement in relation to the subscription contract is met, the consumer's right to cancel that contract during the initial cooling-off period under section 264(1)(a) of the DMCCA may not be exercised after the end of the period of 14 days beginning with the day after the day on which the contract is entered into.

(3) For the purposes of paragraph (2), the initial cooling-off information to which the initial cooling-off information requirement relates includes a statement that the consumer's right to cancel the subscription contract during the initial cooling-off period may not be exercised after the end of the period of 14 days beginning with the day after the day on which the contract is entered into.

Restrictions on the right to cancel a subscription contract for the supply of goods supplied by means of hire

9.—(1) This regulation applies to a subscription contract for the supply of goods(**b**) where those goods are supplied exclusively by means of hire.

(2) If the initial cooling-off information requirement in relation to the subscription contract is met, the consumer's right to cancel that contract during the initial cooling-off period under section 264(1)(a) of the DMCCA may not be exercised after the end of the period of 14 days beginning with the day after the day on which the contract is entered into.

(3) For the purposes of paragraph (2), the initial cooling-off information to which the initial cooling-off information requirement relates includes a statement that the consumer's right to cancel the subscription contract during the initial cooling-off period may not be exercised after the end of the period of 14 days beginning with the day after the day on which the contract is entered into.

Chapter 4

Cancellation of a subscription contract under section 264(1) of the DMCCA during a cooling-off period

Application of Chapter 4

10.—(1) This Chapter applies where a consumer cancels a subscription contract under section 264(1) of the DMCCA (right to cancel during cooling-off periods).

(2) In this Chapter any reference to the cancellation of a subscription contract (however expressed) is a reference to the contract being cancelled by a consumer under section 264(1) of the DMCCA during the initial cooling-off period or a renewal cooling-off period.

(**a**) See section 280(2)(a) of the DMCCA, which provides that references to a contract for the supply of goods includes references to a contract for the supply of any combination of goods, services and digital content.

(**b**) See section 280(2)(a) of the DMCCA, which provides that references to a contract for the supply of goods includes references to a contract for the supply of any combination of goods, services and digital content.

Effect of cancellation during cooling-off periods: general

11.—(1) The consumer's liability for all relevant payments under the subscription contract which has been cancelled is extinguished.

(2) Where the consumer has made one or more relevant payments to the trader, the trader must refund those payments to the consumer.

(3) But paragraphs (1) and (2) are subject to the following regulations, of which one or more may apply to a subscription contract which has been cancelled—

(a) regulation 13 (failure of a consumer to return returnable goods);

(b) regulation 14 (goods which have been over handled);

(c) regulation 15 (perishable or bespoke goods supplied);

(d) regulation 16 (relevant sealed goods supplied);

(e) regulation 17 (goods that have become mixed inseparably);

(f) regulation 18 (recovery of costs for hired goods);

(g) regulation 19 (recovery of costs of services supplied);

(h) regulation 20 (recovery of costs of digital content supplied).

(4) Where more than one of those regulations applies to a subscription contract which has been cancelled ("applicable regulation"), the consumer's liability for relevant payments under that contract is extinguished by the total amount of those relevant payments under the contract (that is the singular and constant value of "T" separately referred to in regulations 13 to 20) less the sum total amount of the consumer's liability that is calculated under each applicable regulation(**a**).

Return of returnable goods to the trader following cancellation

12.—(1) This regulation applies where returnable goods were supplied to a consumer by means of sale in exchange for one or more relevant payments under a subscription contract which has been cancelled.

(2) Subject to paragraph (3), the consumer—

(a) is responsible for returning the returnable goods mentioned in paragraph (1) to the trader by—

(i) sending them to the trader at the return address, or

(ii) handing them over to the trader or a person authorised by the trader to receive them,

without undue delay and, in any event, before the end of the return period, and

(b) must bear the direct costs of doing so, unless the trader agrees to pay those costs.

(3) If one or more of the circumstances specified in paragraph (4) apply, the trader—

(a) is responsible for collecting the returnable goods mentioned in paragraph (1) from the consumer, and

(b) must bear the costs of doing so.

(4) The circumstances mentioned in paragraph (3) are—

(a) the trader has agreed to collect the returnable goods;

(b) where the subscription contract has been cancelled during the initial cooling-off period, in relation to that contract the trader has failed to—

(**a**) For example, where only regulations 13 and 19 are applicable to the cancelled contract, the consumer's liability for T is extinguished by (T - (C+S)) with C being the value of the consumer's liability under regulation 13 and S is that value under regulation 19.

(i) give, or make available, to the consumer the information set out in paragraph 21(d)(iii) of Schedule 23 to the DMCCA ("returns and costs of returns information") in accordance with section 256(1)(b) of the DMCCA (duty to give, or make available, full pre-contract information to the consumer);

(ii) where section 257(9) of the DMCCA (duty to give full pre-contract information to the consumer in writing on a durable medium) applies, give the consumer the returns and costs of returns information in accordance with that section;

(iii) give the consumer the returns and costs of returns information in accordance with section 272(8) (general information requirements with respect to transparency including a clear and plain language requirement);

(c) where the subscription contract has been cancelled during a renewal cooling-off period, in relation to that period, the trader has failed to give the consumer the information set out in section 266(2)(f)(iii) of the DMCCA (cooling-off notice information on returns and costs of returns) in accordance with section 266 of the DMCCA (requirement to give a cooling-off notice) or 272(8) of that Act (general information requirements with respect to transparency) or both;

(d) the subscription contract is an off-premises subscription contract and the returnable goods—

(i) were delivered to the consumer's home, and

(ii) cannot normally be returned by post.

(5) For the purposes of paragraph (2)(a)—

(a) the "return address" in relation to a trader is—

(i) any address specified by the trader as an address to which returnable goods may be sent back;

(ii) if no such address is specified, any address specified by the trader as being an address which the consumer may use to contact the trader;

(iii) if no address is specified for either of those purposes, any place of business of the trader;

(b) the "return period" is the period of 14 days beginning with the day after the day on which the consumer cancels the subscription contract.

(6) A consumer is to be treated for the purposes of this Chapter as having returned the returnable goods mentioned in paragraph (1) to the trader in accordance with paragraph (2)(a)(i) (whether or not the trader receives those goods), if the consumer—

(a) sends them properly addressed to the trader at the return address, and

(b) unless the trader has agreed to bear the costs of sending them to the trader, has paid those costs.

(7) No costs other than those provided for by this regulation may be imposed on a consumer in relation to the returning of the returnable goods under paragraph (2).

Failure of a consumer to return returnable goods

13.—(1) This regulation applies where a consumer is responsible for returning returnable goods (supplied by means of sale in exchange for one or more relevant payments) under regulation 12(2) and fails to return any of those goods to the trader.

(2) The consumer's liability for relevant payments(**a**) is extinguished by (T − C), where—

(a) "T" is the total amount of those payments, and

(b) "C" is the amount of those payments that the consumer is liable to pay under the subscription contract in exchange for the returnable goods mentioned in paragraph (1), which have not been returned.

(3) If the consumer has made any relevant payments to the trader which in total exceed the amount of C, the trader must refund those payments less that amount to the consumer.

Goods which have been over handled

14.—(1) This regulation applies to returnable goods in the circumstances referred to in regulation 12(1) where—

(a) any of those returnable goods returned to, or collected by, the trader in accordance with regulation 12 have diminished in value as a result of handling of them by the consumer beyond what is necessary to establish the nature, characteristics and functioning of those goods (see paragraph (5)), and

(b) the condition in paragraph (2) is met.

(2) The condition is that—

(a) in the case of a contract cancelled during the initial cooling-off period, the trader has met the initial cooling-off information requirement in relation to that contract;

(b) in the case of a contract cancelled during a renewal cooling-off period, the trader has met the renewal cooling-off notice requirement in relation to that period.

(3) Where this regulation applies, the consumer's liability for relevant payments is extinguished by (T − D), where—

(a) "T" is the total amount of those payments, and

(b) "D" is the diminution in the value of the returnable goods mentioned in paragraph (1)(a), as a result of the consumer's handling of them beyond what is necessary to establish the nature, characteristics and functioning of those goods, up to the amount the consumer is liable to pay under the subscription contract in exchange for those goods.

(4) If the consumer has made any relevant payments to the trader which in total exceed the amount of D, the trader must refund those payments less that amount to the consumer.

(5) For the purposes of this regulation handling is beyond what is necessary to establish the nature, characteristics and functioning of the goods if, in particular, it goes beyond the sort of handling which might reasonably be allowed in a shop.

Perishable or bespoke goods supplied

15.—(1) This regulation applies where—

(**a**) See regulation 4 for the definition of "relevant payment", which includes the consumer's liability for the cost of the least expensive common and generally acceptable kind of delivery offered by the trader under the subscription contract for those goods.

(a) perishable or bespoke goods were supplied to a consumer by means of sale in exchange for one or more relevant payments under a subscription contract which has been cancelled, and

(b) the condition in paragraph (2) is met.

(2) The condition is that—

(a) in the case of a contract cancelled during the initial cooling-off period, the trader has met the initial cooling-off information requirement in relation to that contract;

(b) in the case of a contract cancelled during a renewal cooling-off period, the trader has met the renewal cooling-off notice requirement in relation to that period.

(3) Where this regulation applies, the consumer's liability for relevant payments is extinguished by (T − (E + F)), where—

(a) "T" is the total amount of those payments,

(b) "E" is the amount of those payments that the consumer is liable to pay under the subscription contract in exchange for the perishable or bespoke goods supplied by means of sale, and

(c) "F" is the cost of the least expensive common and generally acceptable kind of delivery offered by the trader under that contract for the perishable or bespoke goods supplied.

(4) If the consumer has made any relevant payments to the trader which in total exceed the amount of (E + F), the trader must refund those payments less that amount to the consumer.

Relevant sealed goods supplied

16.—(1) This regulation applies where—

(a) relevant sealed goods were supplied to a consumer by means of sale in exchange for one or more relevant payments under a subscription contract which has been cancelled,

(b) those relevant sealed goods became unsealed after delivery to the consumer, and

(c) the condition in paragraph (2) is met.

(2) The condition is that—

(a) in the case of a contract cancelled during the initial cooling-off period, the trader has met the initial cooling-off information requirement in relation to that contract;

(b) in the case of a contract cancelled during a renewal cooling-off period, the trader has met the renewal cooling-off notice requirement in relation to that period.

(3) Where this regulation applies, the consumer's liability for relevant payments is extinguished by (T − G), where—

(a) "T" is the total amount of those payments, and

(b) "G" is the amount of those payments that the consumer is liable to pay under the subscription contract in exchange for the unsealed goods mentioned in paragraph (1)(b).

(4) If the consumer has made any relevant payments to the trader which in total exceed the amount of G, the trader must refund those payments less that amount to the consumer.

Goods that have become mixed inseparably

17.—(1) This regulation applies where—

(a) goods were supplied to a consumer by means of sale in exchange for one or more relevant payments under a subscription contract which has been cancelled,

(b) those goods became mixed inseparably according to their nature with other items after delivery to the consumer, and

(c) the condition mentioned in paragraph (2) is met.

(2) The condition is that—

(a) in the case of a contract cancelled during the initial cooling-off period, the trader has met the initial cooling-off information requirement in relation to that contract;

(b) in the case of a contract cancelled during a renewal cooling-off period, the trader has met the renewal cooling-off notice requirement in relation to that period.

(3) Where this regulation applies, the consumer's liability for relevant payments is extinguished by (T − H), where—

(a) "T" is the total amount of those payments, and

(b) "H" is the amount of those payments that the consumer is liable to pay under the subscription contract in exchange for the goods supplied by means of sale mentioned in paragraph (1)(b).

(4) If the consumer has made any relevant payments to the trader which in total exceed the amount of H, the trader must refund those payments less that amount to the consumer.

Recovery of costs for hired goods

18.—(1) This regulation applies where—

(a) goods were supplied to a consumer by means of hire in exchange for one or more relevant payments under a subscription contract which has been cancelled, and

(b) either all of the conditions in paragraph (2) are met or the condition in paragraph (3) is met.

(2) In the case of a contract cancelled during the initial cooling-off period, the conditions are that—

(a) the trader has met the initial cooling-off information requirement in relation to that contract;

(b) before the supply of goods by means of hire to the consumer began, the consumer gave their express consent to the trader for the trader to begin that supply;

(c) if the contract is an off-premises subscription contract, the consumer gave that consent in writing on a durable medium.

(3) In the case of a contract cancelled during a renewal cooling-off period, the condition is that the trader has met the renewal cooling-off notice requirement in relation to that period.

(4) Where this regulation applies, the consumer's liability for relevant payments is extinguished by (T − J), where—

(a) "T" is the total amount of those payments, and

(b) "J" is the amount of those payments that the consumer is liable to pay under the subscription contract in exchange for the supply of goods by means of hire during the period beginning with the first day of the cooling-off period during which the contract is cancelled and ending when the contract is cancelled (see section 264(5) of the DMCCA).

(5) Where the trader has not supplied the goods to the consumer under the subscription contract for the full hire period that those goods were to be supplied (if that contract had not been cancelled), the amount that the consumer is liable to pay in exchange for the supply for the purposes of paragraph (4)(b) is to be calculated—

(a) as a proportion of the total amount of the relevant payments under the contract in exchange for the full period of that supply, and

(b) by reference to the period for which the goods were supplied to the consumer (by means of hire) in comparison with the full period of that supply.

(6) If the consumer has made any relevant payments to the trader which in total exceed the amount of J, the trader must refund those payments less that amount to the consumer.

Recovery of costs of services supplied

19.—(1) This regulation applies where—

(a) services were supplied to a consumer in exchange for one or more relevant payments under a subscription contract which has been cancelled, and

(b) either all of the conditions in paragraph (2) are met or the condition in paragraph (3) is met.

(2) In the case of a contract cancelled during the initial cooling-off period, the conditions are that—

(a) the trader has met the initial cooling-off information requirement in relation to that contract;

(b) before the supply of the services to the consumer began, the consumer gave their express consent to the trader for the trader to begin the supply of those services;

(c) if the contract is an off-premises subscription contract, the consumer gave that consent in writing on a durable medium.

(3) In the case of a contract cancelled during a renewal cooling-off period, the condition is that the trader has met the renewal cooling-off notice requirement in relation to that period.

(4) Where this regulation applies, the consumer's liability for relevant payments is extinguished by (T − S), where—

(a) "T" is the total amount of those payments, and

(b) "S" is the amount of those payments that the consumer is liable to pay under the subscription contract in exchange for the services supplied to the consumer during the period beginning with the first day of the cooling-off period during which the contract is cancelled and ending when the contract is cancelled (see section 264(5) of the DMCCA).

(5) Where the trader has not fully supplied to the consumer a service under the subscription contract that was to be supplied (if that contract had not been cancelled), the amount that the consumer is liable to pay in exchange for the service supplied for the purposes of paragraph (4)(b) is to be calculated—

(a) as a proportion of the total amount of the relevant payments under the contract in exchange for the full supply of that service, and

(b) by reference to—

(i) the basis on which the full supply of that service was agreed to be supplied under the contract, and

(ii) that service supplied to the consumer.

(6) If the consumer has made any relevant payments to the trader which in total exceed the amount of S, the trader must refund those payments less that amount to the consumer.

Recovery of costs of digital content supplied

20.—(1) This regulation applies where—

(a) a consumer cancels a subscription contract during a renewal cooling-off period,

(b) digital content was supplied to the consumer in exchange for one or more relevant payments under the subscription contract which has been cancelled, and

(c) the trader has met the renewal cooling-off notice requirement in relation to the renewal cooling-off period.

(2) Where this regulation applies, the consumer's liability for relevant payments is extinguished by (T − U), where—

(a) "T" is the total amount of those payments, and

(b) "U" is the amount of those payments that the consumer is liable to pay under the subscription contract in exchange for the digital content supplied to the consumer during the period beginning with the first day of the renewal cooling-off period during which the contract is cancelled and ending when the contract is cancelled (see section 264(5) of the DMCCA).

(3) Where the trader has not fully supplied to the consumer digital content under the subscription contract that was to be supplied (if that contract had not been cancelled), the amount that the consumer is liable to pay in exchange for the digital content supplied for the purposes of paragraph (2)(b) is to be calculated—

(a) as a proportion of the total amount of the relevant payments in exchange for the full supply of that digital content, and

(b) by reference to—

(i) the basis on which the full supply of that digital content was agreed to be supplied under the contract, and

(ii) that digital content supplied to the consumer.

(4) If the consumer has made any relevant payments to the trader which in total exceed the amount of U, the trader must refund those payments less that amount to the consumer.

Payments of refunds

21.—(1) This regulation applies where as a consequence of regulation 11 a consumer is entitled to receive a refund from the trader of one or more relevant payments made by the consumer to the trader under a contract which has been cancelled.

(2) The trader must make that refund to the consumer—

(a) without undue delay, and

(b) in any event before the end of the payment period.

(3) The payment period is the period of 14 days beginning with—

(a) if the consumer is responsible for returning returnable goods supplied by means of sale to the trader under regulation 12(2)—

(i) the day after the day on which the trader receives the returnable goods back, or

(ii) if earlier, the day after the day on which the consumer supplies evidence of having sent the goods back to the trader;

(b) in any other case, the day after the day on which the contract was cancelled under section 264 of the DMCCA (right to cancel during cooling-off periods).

(4) The trader must make the refund using the same means of payment as the consumer used to make the relevant payment to which it relates, unless the consumer expressly agrees otherwise.

Cancellation during the initial cooling-off period: effect on ancillary contracts

22.—(1) This regulation applies where a consumer cancels a subscription contract (referred to for the purposes of this regulation as the "main subscription contract") during the initial cooling-off period.

(2) Any ancillary contracts in relation to the cancelled main subscription contract are automatically cancelled.

(3) If an ancillary contract is a subscription contract, the consumer's liability for payments that have arisen under that cancelled contract must be determined in accordance with this Part.

(4) When the main subscription contract has been cancelled, the trader in relation to that contract must inform any other trader with whom the consumer has an ancillary contract in relation to the main subscription contract that the main subscription contract has been cancelled.

(5) An "ancillary contract" in relation to a main subscription contract means a contract that is ancillary to the main subscription contract and under which a consumer acquires any goods, services or digital content related to the main subscription contract, where those goods, services or digital content are provided—

(a) by the trader in relation to the main subscription contract, or

(b) by a third party on the basis of an arrangement between the third party and that trader.

(6) For the purposes of this regulation, contracts falling within paragraph 2 of Schedule 22 to the DMCCA (insurance and financial services) may be ancillary contracts.

PART 3

Right to cancel a subscription contract under section 263(2) of the DMCCA for breach of implied term

Chapter 1

Interpretation

Meaning of the "relevant date" for the purposes of Part 3

23.—(1) This regulation provides the meaning of the "relevant date" for the purposes of this Part.

(2) Where a consumer's right to cancel a subscription contract under section 263(2) of the DMCCA arises due to a trader's breach of the term implied into the contract by section 262(a) of the DMCCA (duty to give key pre-contract information), the relevant date is the day on which the consumer becomes liable for the first renewal payment under the contract.

(3) Where a consumer's right to cancel a subscription contract under section 263(2) of the DMCCA arises due to a trader's breach of the term implied into the contract by section 262(c) of the DMCCA (duty to give reminder notices), the relevant date is the day on which the consumer becomes liable under the contract for a renewal payment in respect of which the trader failed to give a reminder notice in breach of the term implied into the contract by section 262(c) of the DMCCA.

(4) Where a consumer's right to cancel a subscription contract under section 263(2) of the DMCCA arises due to a trader's breach of the term implied into the contract by section 262(d) of the DMCCA (duty to specify in the key pre-contract information a reasonable period for the giving of a reminder notice), the relevant date is the day on which the consumer becomes liable under the contract for the first renewal payment in respect of which a reminder notice must be given to the consumer under section 258 of the DMCCA.

(5) Where a consumer's right to cancel a subscription contract under section 263(2) of the DMCCA arises due to a trader's breach of the term implied into the contract by section 262(e) of the DMCCA (straightforward arrangements and without any steps which are not reasonably necessary for a consumer to bring a contract to an end), the relevant date is the day on which the consumer becomes liable under the contract for a renewal payment after—

(a) using arrangements that breached the term implied into the contract by section 262(e) of the DMCCA, or

(b) seeking to use those arrangements, if any.

Chapter 2

Restrictions on the right to cancel for breach of implied terms: further provisions

Cancellation period

24. A consumer's right to cancel a subscription contract under section 263(2) of the DMCCA (the right to cancel for trader's breach of a relevant implied term) may not be exercised after the end of the period of 12 months beginning with the day after the relevant date.

Chapter 3

Cancellation of a subscription contract for breach of implied term

Application of Chapter 3

25.—(1) This Chapter applies where—

(a) on or after the relevant date, a consumer cancels a subscription contract under section 263(2) of the DMCCA for a breach of a relevant implied term, and

(b) either—

(i) the contract is cancelled for an act or omission listed in the Schedule (contract cancellation: specified acts or omissions made in breach of a relevant implied term), or

(ii) in any other case, the consumer has become liable for at least one payment under the cancelled contract which the consumer would not otherwise have become liable for were it not for the breach.

(2) In this Chapter any reference to the cancellation of a subscription contract (however expressed) is a reference to the cancellation of the contract under section 263(2) of the DMCCA for a breach of a relevant implied term.

Effect of cancellation for breach of implied term: general

26.—(1) Where this Chapter applies, the consumer's liability is extinguished for all payments, other than a hire-excluded amount, that the consumer became liable for under the cancelled subscription contract during the period—

(a) beginning with the relevant date, and

(b) ending with the time from which the contract was cancelled.

(2) Where the consumer has made any of those payments to the trader, the trader must refund those payments to the consumer.

(3) But this regulation is subject to regulation 27.

Delay in exercising right to cancel a contract for breach of implied term

27.—(1) This regulation applies where, in respect of a subscription contract which has been cancelled, the consumer unreasonably delayed after the relevant date in giving the trader notification under section 263(3) of the DMCCA (exercising the right to cancel by notification).

(2) Paragraph (1) must be determined by taking into account all the relevant circumstances including—

(a) that the consumer requires a reasonable period for the purposes of enabling them to—

(i) become aware of the breach of the relevant implied term,

(ii) decide whether to cancel the contract, and

(iii) to take the necessary steps to cancel the contract;

(b) the nature of the breach;

(c) the nature of the goods, services or digital content supplied under the contract;

(d) the timing and frequency of that supply;

(e) the means used by the consumer to make recurring payments for which they were liable under the contract;

(f) the amounts, timing and frequency of those payments.

(3) If this regulation applies, the consumer's liability under a subscription contract which has been cancelled is extinguished for all payments, other than a hire-excluded amount, that the consumer became liable for during the period—

(a) beginning with the relevant date, and

(b) ending with the time from which the contract would have been cancelled if the consumer had not unreasonably delayed in giving the trader the notification mentioned in paragraph (1).

(4) Where the consumer has made any of those payments to the trader, the trader must refund those payments to the consumer.

Cancellation in event of multiple breaches

28.—(1) This regulation applies where a consumer cancels a subscription contract and, at that time, the consumer could cancel the contract for breach of more than one relevant implied term.

(2) Unless the consumer chooses otherwise, the consumer is taken to exercise the right to cancel for breach of the relevant implied term that results in the most advantageous remedy to the consumer.

(3) The most advantageous remedy to the consumer is to be determined by reference to whichever breach of the implied term mentioned in paragraph (1) results, in accordance with regulations 26 and 27, in extinguishing to the greatest amount the consumer's liability for payments that have arisen under the cancelled contract.

Payment of refunds

29.—(1) This regulation applies if as a consequence of this Chapter a consumer is entitled to receive a refund from the trader of payments made by the consumer under a subscription contract which has been cancelled.

(2) The trader must make that refund to the consumer—

(a) without undue delay, and

(b) in any event, before the end of the period of 14 days beginning with the day after the day on which the contract was cancelled.

(3) The trader must make the refund using the same means of payment as used by the consumer to make the relevant payment to which it relates, unless the consumer expressly agrees otherwise.

Goods received under a subscription contract cancelled for breach of implied term

30.—(1) This regulation applies where—

(a) a subscription contract for the supply of goods by means of sale has been cancelled,

(b) goods supplied by means of sale were received by the consumer under that contract, and

(c) the consumer's liability to pay for some or all of those goods received has been extinguished under this Chapter.

(2) For all purposes, the consumer is to be treated as having paid for those goods mentioned in paragraph (1)(c).

(3) Paragraph (2) does not apply if—

(a) as soon as reasonably practicable after the contract has been cancelled, the trader notifies the consumer that the trader proposes to make arrangements for those goods to be returned to, or collected by, the trader before the end of the period of 14 days beginning with the day after the day on which the contract was cancelled,

(b) in response to that notification, the consumer expressly consents to those goods being returned to, or collected by, the trader under those arrangements, and

(c) the trader implements the arrangements for those goods to be returned to, or collected by, the trader before the end of the period mentioned in paragraph (3)(a).

(4) The arrangements under paragraph (3)—

(a) subject to the consumer's express consent (see paragraph (3)(b)), may require the consumer to take reasonable steps to return the goods, but

(b) must not require the consumer to incur any costs.

PART 4

Multiple cancellation rights under Chapter 2 of Part 4 of the DMCCA

Cancellation in event of the consumer having more than one right to cancel the contract: cooling-off and breach of implied term

31.—(1) This regulation applies where a consumer cancels a subscription contract under Chapter 2 of Part 4 of the DMCCA and, at that time, the consumer has a right to cancel that contract under—

(a) section 263(2) of the DMCCA (right to cancel for breach of implied term), and

(b) section 264(1) of that Act (right to cancel during cooling-off periods).

(2) Unless the consumer chooses otherwise, the consumer is taken to exercise the right to cancel the contract under whichever of section 263(2) or section 264(1) of the DMCCA results in the most advantageous remedy to the consumer.

(3) The most advantageous remedy to the consumer is to be determined by reference to whichever of section 263(2) or section 264(1) of the DMCCA results, in accordance with these Regulations, in extinguishing to the greater extent the consumer's liabilities under the cancelled contract taking into account—

(a) the extent to which the consumer's liability for payments that have arisen under the cancelled contract is extinguished, and

(b) in respect of a contract where goods have been supplied by means of sale to the consumer—

(i) the extent to which the consumer is treated as having paid for those goods (supplied by means of sale) received under the cancelled contract, and

(ii) the consumer's liability (if any) relating to any right of the trader to recover any of those goods under the cancelled contract.

PART 5

Right to bring a subscription contract to an end

When a consumer may exercise a right to bring a subscription contract to an end

32. A consumer may exercise a right to bring a subscription contract to an end at any time(**a**).

PART 6

Notices

Reminder notices: modification of requirements in section 258 of the DMCCA

33.—(1) Section 258 of the DMCCA (reminder notices) applies in relation to a subscription contract that includes a relevant concessionary period (see paragraph (2)) as if in subsection (3)(a), the reference to the first renewal payment for which the consumer will become liable under the contract were to the first renewal payment for which the consumer will become liable under the contract at a rate higher than the original rate(**b**).

(2) For the purposes of this regulation a subscription contract includes a relevant concessionary period if it is a contract that contains terms which have the effect of providing—

(a) for the supply of goods, services or digital content to a consumer at one fixed rate of charge specified in the contract (the "fixed original rate"), for a period beginning with the day on which the supply under the contract begins and ending with a day specified in the contract,

(b) for the consumer to become automatically liable for at least one renewal payment(**c**) at the fixed original rate, for supplies during that period, and

(c) for the consumer to become automatically liable for renewal payments at a rate higher than the fixed original rate for supplies after that period.

(**a**) See section 254(4) of the DMCCA for how references to a consumer's right to bring a subscription contract to an end are to be construed.

(**b**) For the purposes of a subscription contract that includes a "relevant concessionary period", the "original rate" (see section 254(3)(a) of the DMCCA) is the "fixed original rate" as defined in regulation 33(2)(a).

(**c**) See section 258(7) of the DMCCA for the meaning of "renewal payment".

Reminder notice: additional requirements

34.—(1) The following additional requirements are specified for the purposes of section 259(2)(c) of the DMCCA.

(2) A reminder notice(**a**) must be given—

(a) in writing on a durable medium, and

(b) in such a way as to ensure that it is readily apparent to the consumer that they are being given a notice for the purposes of—

(i) informing them that they will soon become liable for the renewal payment to which the notice relates, and

(ii) enabling them to decide whether to bring the relevant subscription contract to an end before they become liable for that payment.

End of contract notice: additional requirements

35.—(1) The following additional requirements are specified for the purposes of sections 261(4)(c) of the DMCCA.

(2) An end of contract notice(**b**) must be given in such a way—

(a) that the information referred to in section 261(3) of the DMCCA is more prominent than any other information given to the consumer at the same time, and

(b) as to ensure that it is readily apparent to the consumer that they are being given a notice for the purposes of acknowledging that they have—

(i) cancelled the relevant subscription contract by exercising a right under Chapter 2 of Part 4 of the DMCCA to cancel the subscription contract, or

(ii) exercised a right to bring the relevant subscription contract to an end(**c**).

Cooling-off notice: additional information and requirements

36.—(1) The following additional information and requirements are specified for the purposes of sections 266(2)(g) and 266(3)(c) of the DMCCA.

(2) In respect of a subscription contract under which returnable goods are supplied by means of sale, and where those goods—

(a) cannot normally be returned by post, and

(b) the consumer is responsible for returning them to the trader,

the cooling-off notice(**d**) must include the information specified in paragraph (3).

(3) The information mentioned in paragraph (2) is the likely cost of returning the relevant returnable goods to the trader.

(4) A cooling-off notice must be given—

(a) in writing on a durable medium, and

(**a**) See section 258 of the DMCCA for the definition of "reminder notice". Section 259 of the DMCCA sets out other requirements that must be satisfied in relation to reminder notices in addition to those specified in these Regulations.

(**b**) See section 261 of the DMCCA for the definition of an "end of contract notice". Section 261(2)(a) of the DMCCA sets out requirements that an end of contract notice must satisfy in addition to the requirements specified in this regulation.

(**c**) See section 254(4) of the DMCCA for how references to a consumer's right to bring a subscription contract to an end are to be construed.

(**d**) See section 266(1) of the DMCCA for the definition of "cooling-off notice". In addition to the requirements set out in this regulation, section 266(2) of the DMCCA sets out the other information that must be set out in a cooling-off notice and section 266(3) of that Act provides other requirements as to the giving of a cooling-off notice that apply.

(b) in such a way as to ensure that it is readily apparent to the consumer that they are being given a notice for the purposes of informing them about—

(i) the right to cancel the subscription contract during the renewal cooling-off period to which the notice relates, and

(ii) the consequences of exercising that right, including any refund that the consumer may be entitled to.

PART 7

Terms of a subscription contract which are of no effect and related provision

Cases specified for the purposes of section 273(2) of the DMCCA (terms of a subscription contract which are of no effect)

37.—(1) A subscription contract is of a description specified for the purposes of section 273(2) (a "relevant subscription contract") if the contract contains terms which have the effect of providing—

(a) for an automatically recurring, or continuing, supply of goods, services or digital content to the consumer for an indefinite period or a fixed period,

(b) for the consumer to automatically incur liability for each supply, or recurring liabilities for the continuing supply, including where the consumer's liability increases under the contract, and

(c) a right for the consumer to bring the contract to an end before each such liability is incurred.

(2) For the purposes of section 273(2) of the DMCCA, a relevant subscription contract renews on the first day of each contract period.

(3) For the purposes of this regulation a "contract period" means the period of time under the subscription contract during which the trader is obliged to supply goods, services or digital content to the consumer in exchange for the consumer automatically incurring a liability referred to in paragraph (1).

PART 8

Excluded contracts: additions or modifications to descriptions of contracts in Schedule 22 to the DMCCA

Amendments to Schedule 22 to the DMCCA: excluded contracts

38. Schedule 22 to the DMCCA (excluded contracts for the purposes of Part 4, Chapter 2 of the DMCCA) is amended in accordance with regulations 39 and 40.

Amendments to paragraphs 3 and 4 of Schedule 22 to the DMCCA: medical prescriptions etc

39.—(1) In Schedule 22 to the DMCCA, in paragraph 3 (excluded contracts where the supply is made for purposes relating to health)—

(a) in sub-paragraph (1)(a) omit "and";

(b) in sub-paragraph (1)(b)(ii) for "." substitute ", and";

(c) after sub-paragraph (1)(b)(ii) insert—

"(c) is not of an optical appliance.";

(d) in sub-paragraph (2) in the appropriate place insert—

""optical appliance" has the meaning given by section 36(1) of the Opticians Act 1989(**a**);"

(e) in sub-paragraph (2), in paragraph (c) of the definition of "prescriber", for "but as if that definition included "a dentist";" substitute—

"but as if—

(i) that definition included "a dentist", and

(ii) in paragraph (i) of that definition, "under an agreed clinical management plan" were omitted;"

(2) In Schedule 22 to the DMCCA, in paragraph 4(2) (definitions for the purposes of excluded contracts for supplies by a health care professional or a person included in a relevant list etc) in the definition of "relevant list" after paragraph (c)(iv) (in relation to arrangements in Scotland; the dental list), insert—

"(v) the Ophthalmic List prepared under regulation 6 of the National Health Service (General Ophthalmic Services) (Scotland) Regulations 2006 (S.S.I. 2006/135);".

Charities

40. In Schedule 22 to the DMCCA, at the end insert—

"Charities

14.—(1) A contract between a trader who is a charity (the "contracting charity") and a consumer for the supply of goods, services or digital content to the consumer where the supply is made for purposes relating to the consumer viewing one or more of the following—

(a) property preserved, maintained, kept or created by the contracting charity in the course of carrying out its charitable purpose;

(b) property preserved, maintained, kept or created by a third-party charity in the course of carrying out that third-party charity's charitable purpose;

(c) performances or films produced or hosted by the contracting charity in the course of carrying out its charitable purpose;

(d) performances or films produced or hosted by a third-party charity in the course of carrying out that third-party charity's charitable purpose.

(2) In this paragraph—

"charity" means a charity, institution or body which is within paragraph (a), (b) or (c); and, in relation to a charity, "charitable purpose" has the meaning given in the Act mentioned in the paragraph it is within—

(a) a charity as defined in section 1(1) of the Charities Act 2011 (c. 25);

(b) a charity as defined in section 1(1) of the Charities Act (Northern Ireland) 2008 (c. 12 (N.I.)), including an institution treated as such a charity for the purposes of that Act by virtue of the Charities Act 2008 (Transitional Provision) Order (Northern Ireland) 2013 (S.R. 2013 No. 211);

(**a**) 1989 c. 44.

(c) a body entered in the Scottish Charity Register, other than a body which no longer meets the charity test in section 7 of the Charities and Trustee Investment (Scotland) Act 2005 (asp 10);

"performances" includes, in particular—

(a) scripted or unscripted dramatic or musical performance (including concerts, plays, opera, musical theatre, pantomime);

(b) performance of dance;

(c) a public presentation by one or more individuals intended to entertain or address an audience;

"property" includes, in particular—

(a) buildings,

(b) grounds or other land,

(c) plants,

(d) animals,

(e) works of art,

(f) artefacts, and

(g) property of a scientific nature;

"third-party charity" means a charity that has an arrangement with the contracting charity to further the charitable purpose of the contracting charity.".

PART 9

Review

Review

41.—(1) The Secretary of State must from time to time—

(a) carry out a review of the regulatory provisions contained in these Regulations, and

(b) publish a report setting out the conclusions of the review.

(2) The first report must be published before the end of the period of five years beginning with the date on which these Regulations come into force for any purpose.

(3) Subsequent reports must be published at intervals not exceeding 5 years.

(4) Section 30(4) of the Small Business, Enterprise and Employment Act 2015(**a**) requires that a report published under this regulation must, in particular-—

(a) set out the objectives intended to be achieved by these Regulations,

(b) assess the extent to which those objectives are achieved,

(c) assess whether those objectives remain appropriate, and

(d) if those objectives remain appropriate, assess the extent to which they could be achieved in another way which involves less onerous regulatory provision.

(5) In this regulation, "regulatory provision" has the same meaning as in sections 28 to 32 of the Small Business, Enterprise and Employment Act 2015 (see section 32 of that Act).

(**a**) 2015 c. 26.

Name
Title
Date Department for Business, Innovation, Science and Trade

SCHEDULE

Regulation 25(1)(b)(i)

contract cancellation: specified acts or omissions made in breach of a relevant implied term

Listed acts or omissions

1.—(1) Before a trader enters into a subscription contract with a consumer, the trader omits to give the consumer any of the information set out in sub-paragraph (2) that applies to that contract.

(2) The information referred to in sub-paragraph (1) is as follows—

(a) if section 254(2) of the DMCCA (contract terms which have the effect of providing for auto-renewal features) applies to the contract—

(i) that the contract will continue, or continue for a fixed term, unless the consumer takes steps to bring the contract to an end, or to an earlier end,

(ii) that until the contract comes to an end the consumer will continue to incur liabilities under the contract, and

(iii) any minimum period that must elapse before the consumer can bring the contract to an end (see paragraph 2 of Schedule 23 to the DMCCA);

(b) if section 254(3) of the DMCCA (contract terms which have the effect of providing for the consumer to be liable for payments for the supply, or payments at a higher rate, following a period of free supply or at an original rate) applies to the contract—

(i) that the consumer will be charged, or charged at a higher rate, for the supply of goods, services or digital content unless the consumer takes steps to bring the contract to an end before liability for any charge, or higher charge, is incurred by the consumer, and

(ii) the date on which the consumer will become liable for the first charge, or the first higher charge (see paragraph 3 of Schedule 23 to the DMCCA);

(c) the minimum total amount for which the consumer will become liable under the contract (see paragraph 6 of Schedule 23 to the DMCCA);

(d) the steps that the consumer must take to bring the contract to an end including any address (including a website or email address) or other contact details the consumer may need in order to take those steps (see paragraph 8 of Schedule 23 to the DMCCA);

(e) a summary of—

(i) the consumer's right to cancel the contract during the initial cooling-off period (or if the consumer may lose that right, that information), and

(ii) any right the consumer has to cancel during a renewal cooling-off period (see paragraph 11 of Schedule 23 to the DMCCA).

2. Where the trader is required under section 258 of the DMCCA to give the consumer a reminder notice in respect of a renewal payment, the trader—

(a) omits to give the consumer a notice in respect of that renewal payment, or

(b) gives the consumer a notice in respect of that renewal payment but that notice omits any of the information set out in Part 3 of Schedule 23 to the DMCCA (information that must be contained in a reminder notice)(**a**).

3. In respect of the information set out in paragraph 10 of Schedule 23 to the DMCCA (key pre-contract information in respect of the period within which reminder notices will be given in accordance with section 259(3) of the DMCCA), the trader specifies in the key pre-contract information a period within which reminder notices in relation to the subscription contract will be given to the consumer but that period is not a period in advance of the last cancellation date(**b**) which is reasonable for the purposes of—

(a) informing the consumer that they will soon become liable for the renewal payment to which the notice relates, and

(b) enabling the consumer to decide whether to bring the subscription contract to an end before incurring that liability (and to take the necessary steps to do so)(**c**).

(**a**) See section 258(8)(a) and 259(1)(a) of the DMCCA (required contents of a notice that is referred to in Chapter 2 of Part 4 of the DMCCA as a reminder notice).
(**b**) See section 259(5) of the DMCCA for the meaning of the "last cancellation date", in relation to a reminder notice.
(**c**) See section 259(4) of the DMCCA.

EXPLANATORY NOTE

(This note is not part of the Regulations)

These Regulations are the first to be made under the powers in Chapter 2 of Part 4 of the Digital Markets, Competition and Consumers Act 2024 (c. 13) ("the DMCCA"). Chapter 2 of Part 4 of the DMCCA made provision for, and in connection with, the rights of consumers to cancel subscription contracts if specific duties imposed by this Chapter are breached by traders and also during specific cooling-off periods. Section 254 of the DMCCA explains what a "subscription contract" is for these purposes.

Part 1 of these Regulations contains general provision.

Part 2 of these Regulations makes provision in connection with a consumer exercising their right to cancel a subscription contract under section 264(1) of the DMCCA during the initial cooling-off period (see section 265(1) of the DMCCA) or a renewal cooling-off period (see section 265(2) of the DMCCA).

Part 3 of these Regulations makes provision in connection with a consumer exercising their right to cancel a subscription contract under section 263(2) of the DMCCA where a trader is in breach of certain implied terms of the contract relating to a trader's compliance with certain duties imposed by Part 4, Chapter 2 of the DMCCA.

Part 4 of these Regulations makes provision when a consumer has a right to cancel the contract under section 264(1) of the DMCCA during the initial cooling-off period or a renewal cooling-off period and, at the same time, has a right to cancel a subscription contract under section 263(2) of the DMCCA because the trader has breached an implied term of the contract.

Part 5 of these Regulations makes provision about when a consumer may exercise a right to bring a subscription contract to an end (see section 254(4) of the DMCCA which explains references to "a consumer's right to bring a subscription contract to an end").

Part 6 of these Regulations makes provision in connection with various notices that a trader is required to give to a consumer under Chapter 2 of Part 4 of the DMCCA.

Part 7 of these Regulations specifies cases in relation to which section 273(2) of the DMCCA applies. Section 273(2) of the DMCCA makes provision for certain terms, relating to the timing of a consumer's liability for a renewal payment, to be of no effect in specified cases.

Part 8 of these Regulations amend and add to the list of excluded contracts in Schedule 22 of the DMCCA. An excluded contract is not a subscription contract (as defined in section 254 of the DMCCA) and, therefore, is not subject to the subscription rules in Part 4, Chapter 2 of the DMCCA.

Part 9 of these Regulations makes provision for their review by the Secretary of State at 5 yearly intervals.

The Schedule to these Regulations lists certain acts or omissions by a trader in breach of certain implied terms of the subscription contract and does so in connection with making provisions for when Part 3, Chapter 3 of these Regulations apply.

A full impact assessment of the effect that these Regulations will have on the costs to business and the voluntary sector is available from the Department for Business, Innovation, Science and

Trade and is published with the Explanatory Memorandum alongside these Regulations on legislation.gov.uk.

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