

Commercial Practices always considered unfair: Consumer Protection from Unfair Trading Regulations 2008 (CPR) versus Digital Markets, Competition and Consumers Act 2024 (DMCCA)

Schedule 1 CPR		Schedule 20 DMCCA	
Para 1	Claiming to be a signatory to a code of conduct when the trader is not.	Para 1	Claiming to be a signatory to a code of conduct when the trader is not.
Para 2	Displaying a trust mark, quality mark or equivalent without having obtained the necessary authorisation.	Para 3	Displaying a trust mark, quality mark or equivalent without having obtained the necessary authorisation.
Para 3	Claiming that a code of conduct has an endorsement from a public or other body which it does not have.	Para 2	Claiming that a code of conduct has an endorsement from a public or private body which it does not have.
Para 4	Claiming that a trader (including his commercial practices) or a product has been approved, endorsed or authorised by a public or private body when the trader, the commercial practices or the product have not or making such a claim without complying with the terms of the approval, endorsement or authorisation.	Para 4	Claiming that a trader (including his, a trader's commercial practices) , or a product has been approved, endorsed or authorised by a public or private body when the trader, the commercial practices or the product have not or making such a claim without complying with <u>—</u> <u>(a) the claim is false, or</u> <u>(b) the terms of the approval, endorsement or authorisation have not been, or are not being, complied with.</u>
Para 5	Making an invitation to purchase products at a specified price without disclosing the existence of any reasonable grounds the trader may have for believing that he will not be able to offer for supply, or to procure another trader to supply, those products or equivalent products at that price for a period that is, and in quantities that are, reasonable having regard to the product and the price offered (bait advertising).	Para 5	<u>(1) Making an invitation to purchase products at a specified price without disclosing where—</u> <u>(a) the existence of any trader has reasonable grounds the trader may have for believing that he it will not be able possible for the trader to offer those products, or equivalent products, for supply; at that price, in reasonable quantities, for a reasonable period of time (or to procure another trader to supply, those products or equivalent products at that price for a period that is, and in quantities that are, reasonable having regard to the product, the scale of advertising of the product and the price offered (bait advertising) <u>do so</u>), and</u> <u>(b) the trader does not disclose that fact.</u> <u>(2) In sub-paragraph (1), the references to reasonable quantities and a reasonable period of time are references to what is reasonable having regard to—</u> <u>(a) the nature of the product,</u> <u>(b) the extent of advertising for the product, and</u> <u>(c) the price offered for the product.</u>

Para 6	Making an invitation to purchase products at a specified price and then– a. refusing to show the advertised item to consumers, b. refusing to take orders for it or deliver it within a reasonable time, or c. demonstrating a defective sample of it, with the intention of promoting a different product (bait and switch).	Para 6	Making an invitation to purchase products at a specified price and then– a. refusing to show the advertised item to consumers, b. refusing to take orders for it or deliver it within a reasonable time, or c. demonstrating a defective sample of it, with the intention of promoting a different product (bait and switch).
Para 7	Falsely stating that a product will only be available for a very limited time, or that it will only be available on particular terms for a very limited time, in order to elicit an immediate decision and deprive consumers of sufficient opportunity or time to make an informed choice.	Para 7	Falsely stating that a product will only be available for a very -limited time, or that it will only be available on particular terms for a very -limited time, in order to elicit an immediate decision and deprive consumers of sufficient opportunity or time to make an informed choice.
Para 8	Undertaking to provide after-sales service to consumers with whom the trader has communicated prior to a transaction in a language which is not English (in the case of a trader located in the United Kingdom) or not an official language of the EEA State where the trader is located and then making such service available only in another language without clearly disclosing this to the consumer before the consumer is committed to the transaction.	Para 8	Undertaking to provide <u>an</u> after-sales service to consumers with whom the trader has communicated prior to a transaction in a language which is not English (in the case of a trader located in the United Kingdom) or not an official language of the EEA State where the trader is located and then making such service available only in another language <u>a language which is different to the language used in communication with the consumer for, or prior to, the transaction</u> without clearly disclosing this to the consumer before the consumer is committed to the transaction.
Para 9	Stating or otherwise creating the impression that a product can legally be sold when it cannot.	Para 10	Stating or otherwise creating the impression that a product can <u>be</u> legally be sold when it cannot.
Para 10	Presenting rights given to consumers in law as a distinctive feature of the trader's offer.	Para 11	Presenting rights given to consumers in <u>by</u> law as a distinctive feature of the trader's offer.
Para 11	Using editorial content in the media to promote a product where a trader has paid for the promotion without making that clear in the content or by images or sounds clearly identifiable by the consumer (advertorial).	Para 12	Using editorial content in the media to promote a product where a trader has paid for the promotion without making that clear in the content or by images or sounds clearly identifiable by the consumer (advertorial) .

Para 13

(1) Submitting, or commissioning another person to submit or write—

(a) a fake consumer review, or

(b) a consumer review that conceals the fact it has been incentivised.

(2) Publishing consumer reviews, or consumer review information, in a misleading way.

(3) Publishing consumer reviews, or consumer review information, without taking such reasonable and proportionate steps as are necessary for the purposes of—

(a) preventing the publication of—

(i) fake consumer reviews,

(ii) consumer reviews that conceal the fact they have been incentivised, or

(iii) consumer review information that is false or misleading, and (b) removing any such reviews or information from publication.

(4) Offering services to traders—

(a) for the doing of anything covered by sub-paragraph (1) or (2);

(b) for the facilitating of anything covered by sub-paragraph (1) or (2) to be done.

(5) For the purposes of this paragraph—

(a) "consumer review" means a review of a product, a trader or any other matter relevant to a transactional decision;

(b) "fake consumer review" means a consumer review that purports to be, but is not, based on a person's genuine experience;

(c) a consumer review conceals the fact it has been incentivised if—

(i) a person has been commissioned to submit or write the review, and

(ii) that fact is not made apparent (whether through the contents of the review or otherwise);

(d) "consumer review information" means information that is derived from, or is influenced by, consumer reviews;

(e) a person "submits" a review or information if they supply it with a view to publication;

(f) "writing" includes creating by any means;

(g) "commissioning" includes incentivising by any means (and "commissioned" is to be read accordingly);

(h) "publishing" includes disseminating, or otherwise making available, by any means;

(i) publishing in a "misleading way" includes (for example)—

(i) failing to publish, or removing from publication, negative consumer reviews whilst publishing positive ones (or vice versa);

(ii) giving greater prominence to positive consumer reviews over negative ones (or vice versa);

(iii) omitting information that is relevant to the circumstances in which a consumer review has been written (including that a person has been commissioned to write the review).

Para 12	Making a materially inaccurate claim concerning the nature and extent of the risk to the personal security of the consumer or his family if the consumer does not purchase the product.	Para 14	Making a materially inaccurate claim concerning the nature and extent of the risk to the personal security <u>or safety</u> of the consumer or his family , <u>a member of the consumer's family or anyone living in the consumer's home</u> , if the consumer does not purchase the product.
Para 13	Promoting a product similar to a product made by a particular manufacturer in such a manner as deliberately to mislead the consumer into believing that the product is made by that same manufacturer when it is not.	Para 15	Promoting a product similar to a product made by a particular manufacturer in such a manner as deliberately to mislead the consumer into believing that the product is made by that same manufacturer when it is not.
Para 14	Establishing, operating or promoting a pyramid promotional scheme where a consumer gives consideration for the opportunity to receive compensation that is derived primarily from the introduction of other consumers into the scheme rather than from the sale or consumption of products.	Para 16	<u>(1)</u> Establishing, operating or promoting a pyramid promotional scheme. <u>(2)</u> In sub-paragraph (1), a pyramid promotional scheme <u>means a scheme</u> where a consumer gives consideration for the opportunity to receive compensation that is derived primarily from the introduction of other consumers into the scheme rather than from the sale <u>supply</u> or consumption of products.
Para 15	Claiming that the trader is about to cease trading or move premises when he is not.	Para 17	Claiming that the trader is about to cease trading or move premises when he <u>the trader</u> is not.
Para 16	Claiming that products are able to facilitate winning in games of chance.	Para 18	Claiming that products are able to facilitate winning in games of chance.
Para 17	Falsely claiming that a product is able to cure illnesses, dysfunction or malformations.	Para 19	<u>(1)</u> Falsely claiming that a product is able to cure illnesses, dysfunction or malformations ; <u>==</u> <u>(a) prevent or treat disease or a malformation,</u> <u>(b) restore, correct or modify a physiological function, or</u> <u>(c) modify a person's appearance.</u> <u>(2)</u> For the purposes of sub-paragraph (1), "disease" includes any injury, ailment or adverse condition, <u>whether of body or mind.</u>
Para 18	Passing on materially inaccurate information on market conditions or on the possibility of finding the product with the intention of inducing the consumer to acquire the product at conditions less favourable than normal market conditions.	Para 20	<u>Providing (including passing on)</u> materially inaccurate information en <u>about</u> market conditions or on the possibility of finding about the availability of the product with the intention of inducing the consumer to acquire the product at <u>under</u> conditions <u>that are</u> less favourable than normal market conditions.
Para 19	Claiming in a commercial practice to offer a competition or prize promotion without awarding the prizes described or a reasonable equivalent.	Para 21	Claiming in a commercial practice to offer a competition or prize promotion without awarding the prizes described or a reasonable equivalent.

Para 20	Describing a product as 'gratis', 'free', 'without charge' or similar if the consumer has to pay anything other than the unavoidable cost of responding to the commercial practice and collecting or paying for delivery of the item.	Para 23	Describing a product as <u>"gratis"</u> , <u>"free"</u> , <u>"without charge"</u> or similar if the consumer has to pay anything other than the unavoidable cost of responding to the commercial practice and collecting or paying for delivery of the item.
Para 21	Including in marketing material an invoice or similar document seeking payment which gives the consumer the impression that he has already ordered the marketed product when he has not.	Para 24	Including in marketing material an invoice or similar document seeking payment which gives the consumer the impression that he <u>the consumer</u> has already ordered the marketed product when he <u>the consumer</u> has not.
Para 22	Falsely claiming or creating the impression that the trader is not acting for purposes relating to his trade, business, craft or profession, or falsely representing oneself as a consumer.	Para 25	Falsely claiming or creating the <u>false</u> impression that the trader is not acting for purposes relating to his trade <u>the trader's</u> business, craft or profession , or falsely representing oneself as a consumer.
Para 23	Creating the false impression that after-sales service in relation to a product is available in the United Kingdom (if the product is sold there) or in an EEA State other than the one in which the product is sold.	Para 9	Creating <u>Falsely claiming or creating</u> the false impression that <u>an</u> after-sales service in relation to a product is available in the United Kingdom (if the product is sold there) or in an EEA State other than the one in which the product is sold; <u>including falsely claiming that it is available in, or accessible from, any particular country or location</u>
Para 24	Creating the impression that the consumer cannot leave the premises until a contract is formed.	Para 26	Creating the impression that the consumer cannot leave the premises until a contract is formed.
Para 25	Conducting personal visits to the consumer's home ignoring the consumer's request to leave or not to return, except in circumstances and to the extent justified to enforce a contractual obligation.	Para 27	Conducting personal visits to the consumer's home ignoring the consumer's <u>Ignoring a</u> request <u>from a consumer</u> to leave or not to return; <u>to the consumer's home</u> except in circumstances and to the extent justified to enforce a contractual obligation.
Para 26	Making persistent and unwanted solicitations by telephone, fax, e-mail or other remote media except in circumstances and to the extent justified to enforce a contractual obligation.	Para 28	Making persistent and unwanted solicitations by telephone, fax, e-mail or other remote media <u>any means, other than by attending at the consumer's home</u> , except in circumstances and to the extent justified to enforce a contractual obligation.
Para 27	Requiring a consumer who wishes to claim on an insurance policy to produce documents which could not reasonably be considered relevant as to whether the claim was valid, or failing systematically to respond to pertinent correspondence, in order to dissuade a consumer from exercising his contractual rights.	Para 29	Requiring a consumer who wishes to claim on an insurance policy to produce documents which could not reasonably be considered relevant as to whether the claim was valid, or failing systematically to respond to pertinent correspondence, in order to dissuade a consumer from exercising his <u>the consumer's</u> contractual rights.

Para 28	Including in an advertisement a direct exhortation to children to buy advertised products or persuade their parents or other adults to buy advertised products for them.	Para 30	Including in an advertisement a direct exhortation <u>appeal</u> to children to buy advertised products or persuade their parents or other adults to buy advertised products for them.
Para 29	Demanding immediate or deferred payment for or the return or safekeeping of products supplied by the trader, but not solicited by the consumer	Para 31	<u>Supplying products to a consumer that have not been requested by the consumer and demanding that the consumer-</u> (a) pays for the products, (b) returns the products, or (c) safely stores he products.
Para 30	Explicitly informing a consumer that if he does not buy the product or service, the trader's job or livelihood will be in jeopardy.	Para 32	Explicitly informing <u>telling</u> a consumer that if he <u>the consumer</u> does not buy the product or service , the trader's job or livelihood will be in jeopardy <u>at risk</u> .
Para 31	Creating the false impression that the consumer has already won, will win, or will on doing a particular act win, a prize or other equivalent benefit, when in fact either– (a)there is no prize or other equivalent benefit, or (b)taking any action in relation to claiming the prize or other equivalent benefit is subject to the consumer paying money or incurring a cost.	Para 22	Creating the false impression that the consumer has already won, will win, or will on doing a particular act win, a prize or other equivalent benefit, when in fact either– (a) there is no prize or other equivalent benefit, or (b) taking any action in relation to claiming the prize or other equivalent benefit is subject to <u>requires</u> the consumer to pay money or incur a cost.