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Submitted to Reforming Competition and Consumer Policy
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About you

What is your name?

Name:
[redacted]

What is your email address?

Email:
[redacted]

What is your organisation?

Organisation:
None

Are you happy for your response to be published?

Yes, but without identifying information

Would you like to be contacted when the consultation response is published?

Yes

Competition

1 What are the metrics and indicators the CMA and government could use to better understand and monitor the state of competition in the UK?

Please respond here.:

1. CMA powers should be overhauled so they are equipped for a digital age.
2. Enhance CMA information gathering powers and develop dashboards by industry to assess competition, consumer satisfaction, innovation, quality and service delivery.
3. CMA should develop guides to best practice and incentivise firms to treat consumers fairly; consider imposting a duty (similar to FCA) to act in consumer best interests in redress; and benchmark firms against those guides/standards.
4. Develop dashboards/score cards to measure consumer satisfaction and compare internationally across different sectors
5. Consolidate information on how well consumer enforcement and settlement functions operate (Tribunal, Court, ADR etc); costs, length of time to settle dispute, ease of claim by consumer; develop MoU with courts and other bodies to identify barriers to a successful claim under consumer rights law; CMA to have power to recommend changes and Gov required to consider those changes every 5 years
6. CMA to be more transparent on the issues it is investigating and commit to larger staff numbers to ensure it can discharge its increased remit efficiently
7. CMA to develop ways to gather information from consumer bodies to aid development of dashboards; understand new areas where consumers are experiencing detriment; develop strategies to ensure where gaps arise that consumers have a voice by facilitating the establishment of a new body, for example there was no clear voice for leaseholders in the cladding crisis
8. Develop consumer awareness campaigns (TV and advertising) to ensure consumers know their rights and where they can access information; CMA should consolidate all consumer information on one page to understand their rights, which body to approach and how it operates. Facilitate training across Citizens Advice, debt charities and voluntary organisations to ensure this information can be disemminated effectively.
9. Gov to consider introducing civics classes on curriculum to teach about laws, finance and consumer rights

2 Should the CMA have a power to obtain evidence specifically for the purpose of advising government on the state of competition in the UK?

Yes

Please expand on your answer here.:

3 Should government provide more detailed and regular strategic steers to the CMA?

Yes

Please expand on your answer here.:

4 Should the CMA be empowered to impose certain remedies at the end of a market study process?

Yes

Please expand on your answer here.:

5 Alternatively, should the existing market study and market investigation system be replaced with a new single stage market inquiry tool?

Yes

Please expand on your answer here.:

6 Should government enable the CMA to impose interim measures from the beginning of a market inquiry?

Yes

Please expand on your answer here.:

7 Should government enable the CMA to accept binding commitments at any stage in the market inquiry process?

Yes

Please expand on your answer here.:

8 Will government's proposed reforms help deliver effective and versatile remedies for the CMA's market inquiry powers?

Yes

Please expand on your answer here.:

9 What other reforms would help deliver more efficient, flexible, and proportionate market inquiries?

Please respond here.:

10 Should the current jurisdictional tests for the CMA's merger control investigations be revised? If so, what are your views on the proposed changesto the jurisdictional tests?

Yes

Please expand on your answer here.:

11 Are there additional or alternative reforms to the current jurisdictional tests for the CMA's merger control investigations that government should be considering?

Yes

Please expand on your answer here.:

12 What reforms are required to the CMA's merger investigation procedures to deliver more effective and efficient merger investigations?

Please respond here.:

13 Should the CMA Panel be retained, but reformed as proposed above? Are there other reforms which should be made to the panel process?

Yes

Please expand on your answer here.:

14 Should the jurisdictional requirements of the Chapter I and Chapter IIprohibitions be changed so that they apply to all anticompetitive agreements which are, or are intended to be, implemented in the UK, or have, or are likely to have, direct, substantial, and foreseeable effects within the UK, and conduct which amounts to abuse of a dominant position in a market, regardless of the geographical location of that market?

Yes

Please expand on your answer here.:

15 Should the immunities for small agreements and conduct of minor significance be revised so that they apply only to businesses with an annual turnover of less than £10 million?

Yes

Please expand on your answer here.:

16 If the immunity thresholds are revised for agreements of minor significance, should the immunity apply to (a) any business which is party to an agreement and which has an annual turnover of less than £10 million or (b) only to agreements to which all the business that are a party have an annual turnover of less than £10 million?

Yes

Please expand on your answer here.:

Answer (b) only to agreements to which all the business that are a party have an annual turnover of less than £10 million

17 Will the reforms being considered by government improve the effectiveness of the CMA's tools for identifying and prioritising investigation? In particular will providing holders of full immunity in the public enforcement process, with additional immunity from liability for damages caused by the cartel help incentivise leniency applications?

Yes

Please expand on your answer here.:

18 Will the CMA's interim measures tool in Competition Act investigations be made more effective by (a) changing the procedures for issuing decisions and/or (b) changing the standard of review of appeals against the decision?

Yes

Please expand on your answer here.:

Yes to (a) and (b)

19 Will the reforms in paragraphs 1.170 to 1.174 improve the effectiveness of the CMA's tools for gathering evidence in Competition Act investigations? Are there other reforms government should be considering?

Yes

Please expand on your answer here.:

20 Will government's proposals for the use of Early Resolution Agreements help to bring complex Chapter II cases to a close more efficiently? Do government's proposals provide the right balance of incentives between early resolution and deterrence?

Maybe

Please expand on your answer here.:

21 Will government's proposals to protect documents prepared by a business in order to seek approval for, and operate, a voluntary redress scheme from disclosure in civil litigation encourage the use of these redress schemes?

Yes

Please expand on your answer here.:

22 Will government's proposed reforms help to speed up the CMA's access to file process and by extension the conclusion of the CMA's investigations?

Maybe

Please expand on your answer here.:

CMA resources need to be increased to deliver the reforms efficiently.

Outcome of all investigations including those settled should be published.

23 Should government remove the requirements in the CMA Rules on the decision makers for infringement decisions in Competition Act investigations?

Yes

Please expand on your answer here.:

24 What is the appropriate level of judicial scrutiny for decisions by the CMA in Competition Act investigations?

Please respond here.:

Current levels of scrutiny are acceptable. Courts should defer to CMA as having expertise to assess the level of fine. Judges should only be assessing a decision from a public law perspective for procedural fairness.

25 What is the appropriate level of judicial scrutiny for decisions by the CMA in relation to non-compliance with investigative and enforcement powers, including information requests and remedies across its functions?

Please respond here.:

26 Are there reforms which fall outside the scope of government's recent statutory review of the 2015 amendments to Tribunal's rules which would increase the efficiency of the Tribunal's appeal process for Competition Act investigations?

Yes

Please expand on your answer here.:

27 Will the new investigative powers proposed help the CMA to conclude its investigations more quickly? Are the proposed penalty caps set at the right level? Are there other reforms to the CMA's evidence gathering powers which government should be considering?

Yes

Please expand on your answer here.:

28 Will the new enforcement powers proposed improve compliance? Are the proposed penalty caps at the right level? Are there other reforms to the CMA's enforcement powers which government should be considering?

Yes

Please expand on your answer here.:

29 What conditions should apply to the CMA's use of investigative assistance powers to obtain information on behalf of overseas authorities?

Please respond here.:

Consumer Rights

30 Do you agree with the description of a subscription contract set out in Figure 8 of this consultation? How could this description be improved?

Yes

Please expand on your answer here.:

31 How would the proposals of clarifying the pre-contract information requirements for subscription contracts impact traders?

Please respond here.:

Requiring consumers to actively select options may reduce the volume of subscription contracts entered into.
But those entered into are unlikely to be disputed so costs spent disputing contracts should go down.

32 Would it make it easier or harder for traders to comply with the pre-contract requirements? And why?

Yes

Please expand on your answer here.:

Development of UK norms ensures the form of such contracts becomes well understood by consumers.
Established norms makes it easier for suppliers to conform with societal expectations and should reduce design costs of online sales platforms.
Over time it should be easier for firms to comply with established practice.

33 How would expressly requiring giving consumers to be given, in all circumstances, the choice upfront to take a subscription contract without autorenewal or rollover impact traders?

Please respond here.:

34 Should the reminder requirement apply where (a) the contract will auto-renew or roll-over, at the end of the minimum commitment period, onto a new fixed term only, or (b) the contract will auto-renew or roll-over at the end of the minimum commitment period?

Yes

Please expand on your answer here.:

a) the contract will auto-renew or roll-over, at the end of the minimum commitment period, onto a new fixed term only,

35 How would the reminder requirement impact traders?

Please respond here.:

36 Should traders be required, a reasonable period before the end of a free trial or low-cost introductory offer to (a) provide consumers with a reminder that a "full or higher price" ongoing contract is about to begin or (b) obtain the consumer's explicit consent to continuing the subscription after the free trial or low cost introductory offer period ends?

Yes

Please expand on your answer here.:

Either so long as it is clear and timely.

37 What would be the impact of proposals regarding long-term inactive subscriptions have on traders' business models?

Please respond here.:

38 What do you consider would be a reasonable timeframe of inactivity to give notice of suspension?

Please respond here.:

3 months

39 Do you agree that the process to enter a subscription contract can be quicker and more straightforward than the process to cancel the contract (in particular after any initial 14 day withdrawal period, where appropriate, has passed)?

Yes

Please expand on your answer here.:

40 Would the easy exiting proposal, to provide a mechanism for consumers that is straightforward, cost-effective, and timely, be appropriate and proportionate to address the problem described?

Yes

Please expand on your answer here.:

41 Are there certain contract types or types of goods, services, or digital content that should be exempt from the rules proposed and why?

Yes

Please expand on your answer here.:

Contracts which if they run out could give rise to consumer detriment, eg insurance cover.

Insurers should operate a scheme to ensure consumers are clear when cover runs out and consider ways to give consumers the benefit of the doubt where say up to 2 monthly payments are missed.

42 Should government add to the list of automatically unfair practices in Schedule 1 of the CPRs the practice of (a) commissioning consumer reviews in all circumstances or (b) commissioning a person to write and/or submit fake consumer reviews of goods or services or (c) commissioning or incentivising any person to write and/or submit a fake consumer review of goods or services?

Yes

Please expand on your answer here.:

(b) commissioning a person to write and/or submit fake consumer reviews of goods or services
and
(c) commissioning or incentivising any person to write and/or submit a fake consumer review of goods or services

43 What impact would the reforms mentioned in Q42 have on (a) small and micro businesses, both offline and online (b) large online businesses and (c) consumers?

Please respond here.:

44 What 'reasonable and proportionate' steps should be taken by businesses to ensure consumer reviews hosted on their sites are 'genuine'? What would be the cost of such steps for businesses?

Please respond here.:

Require consumer to provide image of receipt for the product they are providing a review for.
Require consumer to check tick box to say they are independent and false review could result in questioning by police for being miselading/deceptive in serious cases?
Receipt should be no more than 3 months old
Business should cross check that the receipt is genuine.

45 Should government add to the list of automatically unfair practices in Schedule 1 of the CPRs the practice of traders offering or advertising to submit, commission or facilitate fake reviews?

Yes

Please expand on your answer here.:

46 Are consumers aware of businesses using behavioural techniques to influence choice that affect their purchasing decisions? Is this a concern that they would want to be addressed?

Yes

Please expand on your answer here.:

47 Do you think government or regulators should do more to address (a) 'drip pricing' and (b) paid-for search results that are not labelled accordingly, as practices likely to be breached under the CPRs?

Yes

Please expand on your answer here.:

48 Are there examples of existing consumer law which could be simplified or where we could give greater clarity, reducing uncertainty (and cost of legal advice) for businesses/consumers?

Yes

Please expand on your answer here.:

A. Most leaseholders, including buy to let landlords who are individuals and own one or two properties (possibly for retirement) regard themselves as consumers but the CRA 2015 and case law in this area does always make certain that consumer protections apply. This should be changed so a person in this position can know they have consumer law protections available to them.

B. When entering a lease the leaseholder usually has no choice on terms as it is offered as 'take it or leave it' and certainly has no choice on terms when the lease is assigned. This means unfair terms can be in the lease. The process for facilitating challenges to fairness needs to be much easier and clearer.

Below is advice from a barrister when considering whether I could be treated as a consumer in relation to a dispute on a lease which concerned A and B above. You will see the law in this area is complex, fact specific and cost a lot to get the advice. So complex it is difficult and very costly to pursue challenges given I could be liable for the other side's costs if I lose.

As regards (A)
The Consumer Rights Act 2015 applies to "consumer contracts" which are contracts between a trader and a consumer. A consumer is an individual acting for purposes that are wholly or mainly outside his trade, business, craft or profession.

The general test of unfairness is whether the impugned term causes a significant imbalance in the parties' rights and obligations under the contract, to the detriment of the consumer. An indicative list of terms that may be regarded as unfair is contained in Sch.2 to the Act. If there are proceedings before a court, the court must consider the fairness of a term, even if none of the parties has raised the question.

In Office of Fair Trading v Foxtons Ltd, [2009] EWHC 1681 (Ch). Mann J considered the nature of a consumer. He said that "it is accepted that some of the people with whom Foxtons deal are consumers though many are not, being 'professional or 'commercial landlords' ". Finding that the company did deal with consumers, the court accepted evidence put forward by the OFT as follows:

"there are numerous individuals who find themselves in a position of requiring the services of an individual letting agent who cannot be classified as doing so for the purposes of a trade, business or profession within the meaning of the UTCCRs ... They include individuals who decide to let out their only property whilst travelling temporarily abroad, as a result of relocation by their employer or for other reasons connected to 'lifestyle' choice, individuals who let out part of their property in order to fund their mortgage on the remainder, and individuals for whom their property investment represents part of their pension plan or other long term saving."

In Turner & Co (GB) Ltd v Abi [2010] EWHC 2078 (QB). the court held that the following principles emerged from the cases:

1. The expression "consumer" for the purposes of Council Directive 93/13 should be given an autonomous, community-wide interpretation, rather than one anchored to the particular jurisprudence of any individual Member State.

2. At least where the language adopted in community instruments is substantially the same and they have as their objective, at least in part, the protection of consumers, a similar approach to the construction and application of the expression should be adopted unless the context and purpose of the relevant instrument requires a different approach.

3. It is a question of fact for the court seised of the dispute to decide the purpose or purposes for which a person was acting when entering into a contract of a kind which might be covered by the Directive; and it is similarly a question of fact as to whether he was so acting for purposes outside his trade, business of profession.

4. The court must resolve these factual issues on the basis of all of the objective evidence placed before it by the parties; but that evidence is not confined to facts and matters which were or ought reasonably to have been known to both parties.

5. Though the words of the Directive must ultimately prevail, a party will normally be regarded as acting for purposes outside his trade, business or profession if, and only if, the purpose is to satisfy the individual's own needs in terms of private consumption.

6. Furthermore, where the individual in question is acting for more than one purpose, it is immaterial which is the predominant or primary purpose; and he will be entitled to the protection of the Directive if and only if the business purposes are negligible or insignificant.

7. However, even where the objective purpose or purposes for which the individual was acting were, in fact, wholly outside his trade, business or profession, he may be disentitled from relying upon the protection afforded to him by the Directive if, by his own words or conduct, he has given the other party the impression that he was acting for business purposes so that the other party was and could reasonably have been unaware of the private purpose or purposes.

Roundlistic Ltd v Jones [2016] UKUT 325 (LC) where, following Khatun, it was held that the 1999 Regulations applied to leases of land i.e. not excluded from the protection of act simply because the agreement is a lease.

As regards (B)
Fairness
Section 62(4) of the CRA 2015 says that a contract term is unfair "if, contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations under the contract to the detriment of the consumer"

s.62(5) provides that fairness is to be judged taking into account the nature of the subject matter of the contract, and by reference to all the circumstances existing when the term was agreed and to all of the other terms of the contract or of any other contract on which it depends

The relevant time for considering the applicability of the various surrounding circumstances when considering whether there existed a significant imbalance was at the conclusion of the contract.

Good faith
Some guidance as to the meaning of "good faith" in the observations of Bingham LJ in Interfoto Picture Library Ltd v Stiletto Visual Programmes Ltd [1988] 1 All E.R. 348. At 352 when he said that "good faith" does not: "simply mean that [the parties] should not deceive each other ... its effect is perhaps more aptly conveyed by such metaphorical colloquialisms as 'playing fair', 'coming clean' or 'putting one's cards upwards on the table'. It is in essence a principle of fair and open dealing".

Significant imbalance
In Director General of Fair Trading v First National Bank Plc, Lord Steyn accepted that the test of a significant imbalance "obviously directs attention to the substantive unfairness of the contract" [2002] 1 All E.R. 97 at 113. Lord Bingham regarded the requirement as to significant imbalance as met if the particular term is:

"so weighted in favour of the supplier as to tilt the parties' rights and obligations under the contract significantly in his favour. That may be by the granting of a beneficial option or discretion or power, or by the imposing on the consumer of a disadvantageous burden or risk or duty."

In Roundlistic Ltd v Jones, it was claimed that a lease contained a term which was unfair. That term appeared in an earlier version of the lease and was required by law to appear in the lease when it was renewed. This led the court to conclude that the presence of the disputed term in the lease as renewed could not have caused any imbalance: if there were any imbalance it had been caused by its presence in the earlier lease, and that lease pre-dated legislation on unfair terms. Some might think this line of reasoning doubtful.

Section 63(1) gives force to Sch.2 Pt 1 to the Act. This contains an indicative, non-exhaustive, list of terms which may be regarded as unfair, and hence as automatically causing a significant imbalance to the detriment of the consumer.

It must be appreciated, however, that Sch.2 does no more than list types of term which may be unfair. They are not automatically unfair and the trader will always be able, if the evidence is there, to show that the particular term is fair.

Para 2 sched 2:

A term which has the object or effect of inappropriately excluding or limiting the legal rights of the consumer in relation to the trader or another party in the event of total or partial non-performance or inadequate performance by the trader of any of the contractual obligations, including the option of offsetting a debt owed to the trader against any claim which the consumer may have against the trader.

Determining fairness

ParkingEye Ltd v Beavis [2015] UKSC 67. The Court relied heavily on the judgment in Aziz v Caixa d'Estalvis de Catalunya, Tarragona i Manresa [2013] 3 C.M.L.R. 5. According to the Supreme Court, that judgment was authority for these propositions:

"1) The test of 'significant imbalance' and 'good faith' in 'merely defines in a general way the factors that render unfair a contractual term that has not been individually negotiated'.168 A significant element of judgment is left to the national court, to exercise in the light of the circumstances of each case.

2) The question whether there is a 'significant imbalance in the parties' rights' depends mainly on whether the consumer is being deprived of an advantage which he would enjoy under national law in the absence of the contractual provision. In other words, this element of the test is concerned with provisions derogating from the legal position of the consumer under national law.

3) However, a provision derogating from the legal position of the consumer under national law will not necessarily be treated as unfair. The imbalance must arise 'contrary to the requirements of good faith'. That will depend on 'whether the seller or supplier, dealing fairly and equitably with the consumer, could reasonably assume that the consumer would have agreed to such a term in individual contract negotiations'.

4) The national court is required to take account of, among other things, the nature of the goods or services supplied under the contract. This includes the significance, purpose and practical effect of the term in question, and whether it is 'appropriate for securing the attainment of the objectives pursued by it in the member state concerned and does not go beyond what is necessary to achieve them'. In the case of a provision whose operation is conditional upon the consumer's breach of another term of the contract, it is necessary to assess the importance of the latter term in the contractual relationship."

UCTA 1977

Schedule 1 to the Unfair Contract Terms Act 1977 provides that ss.2, 3 and 7 do not extend to contracts … relating to the creation, transfer or termination of an interest in land

In Electricity Supply Nominees Ltd v IAF Group Ltd [1993] 3 All E.R. 372 the judge concluded that the demise was made in consideration of the payment of rent, and that the covenants to pay rent, additional rent and other sums were "an integral part of the creation of the interest in land by the demise. The repairing covenant is also an integral part of the creation of the interest in land". He held that the statutory words were wide enough to cover the covenant to pay rent and other sums as well as the set-off clause, adding that:

"all the covenants that are integral to the lease which creates the interest in the land 'relate to' the creation of that interest in land. What is taken out of the exemption provided [by the Act] would be provisions which are not integral to the lease, but constitute a transaction of a different kind, included in the same document as the lease."

As the exclusion clause relates to the repairing covenant (refers to liability from burst or overflowing ….service media etc), that covenant is integral to the lease that creates the interest in land and relates to the creation of that interest in land. Thus, the possibly applicable terms of the UCTA do not apply to the present situation.

49 Are there perverse incentives or unintended consequences from our existing consumer law?

Not Answered

Please expand on your answer here.:

50 Are there any redundant or unnecessarily burdensome requirements to provide information or other reporting requirements, which burden businesses disproportionately compared to the benefits they bring to consumers?

Maybe

Please expand on your answer here.:

51 Do you agree that these powers should be used to protect those using "savings" clubs that are not currently within scope of financial protection laws and regulators?

Yes

Please expand on your answer here.:

52 What other sectors might new powers regarding prepayment protections be usefully applied to?

Please respond here.:

Funeral plans
Purchase of property off plan

53 How common is the practice of using terms and conditions to delay the formation of a sales contract?

Please respond here.:

54 Does the practice of using terms and conditions to delay the formation of a sales contract cause, or have the potential to cause, detriment to consumers? If so, what is the nature of the detriment or likely detriment?

Yes

Please expand on your answer here.:

Consumer Law Enforcement

55 Do you agree with government's proposal to empower the CMA to enforce consumer protection law directly rather than through the civil courts?

Yes

Please expand on your answer here.:

56 What would be the benefits and drawbacks of the CMA retaining the same or similar enforcement scope under an administrative model as it has under the court-based, civil enforcement process under Part 8 of the EA 02?

Please respond here.:

57 What processes and procedures should the CMA follow in its administrative decision-making to ensure fair and proportionate administrative decisions?

Please respond here.:

58 What scope and powers of judicial scrutiny should apply in relation to decisions by the CMA in consumer enforcement investigations under an administrative model?

Please respond here.:

59 Should appeals of administrative CMA decisions be heard by a generalist court or a specialised tribunal? What would be the main benefits of your preferred option?

Yes

Please expand on your answer here.:

Specialist Tribunal

60 Should sector regulators' civil consumer enforcement powers under Part 8 of the EA 02 be reformed to allow for enforcement through an administrative model? What specific deficiencies do you expect this to address?

Yes

Please expand on your answer here.:

61 Would the proposed fines for non-compliance with information gathering powers incentivise compliance? What would be the main benefits, costs, and drawbacks from having an option to impose monetary penalties for non-compliance with information gathering powers?

Not Answered

Please expand on your answer here.:

62 What enforcement powers (or combination of powers) should be available where there is a breach of a consumer protection undertaking to best incentivise compliance?

Please respond here.:

63 Should there be a formal process for agreeing undertakings that include an admission of liability by the trader for consumer protection enforcement?

Yes

Please expand on your answer here.:

64 What enforcement powers should be available if there is a breach of consumer protection undertakings that contain an admission of liability by the trader, to best incentivise compliance?

Please respond here.:

65 What more can be done to help vulnerable consumers access and benefit from Alternative Dispute Resolution?

Please respond here.:

Provide dedicated support to help those on low incomes formulate claim and proceed with challenge.
ADR should be free to vulnerable consumer and other side should contribute to the consumer's independent representation at a mediation.

66 How can regulators and government balance the need to ensure timely redress for the consumer whilst allowing businesses the time to investigate complex complaints?

Please respond here.:

Increase resource.
Encourage faster scoping of complaints to reach initial views and impose interim measures to protect consumer detriment earlier.

67 What changes could be made to the role of the 'Competent Authority' to improve overall ADR standards and provide sufficient oversight of ADR bodies?

Please respond here.:

Give CMA statutory powers to oversee all CAs with a power of direction to require changes to rules/guidance/procedure to improve ADR standards

CAs should have consumer panels to obtain feedback and help inform fairer processes. CAs should employ counsel to provide independent review of CA procedures and process from time to time to understand how they perform.

CMA should develop forum for CAs to share experiences and learn how they can improve from one another. This should be held at least annually and the results and progress published.

Require CMA to report to Parliament every 3 years to provide an overview of what CMA has done and to illustrate weaknesses.

Govt to commit to act on advice of CMA to remedy issues identified in the report without delay.

68 What further changes could government make to the ADR Regulations to raise consumer and business confidence in ADR providers?

Please respond here.:

Establish TV and advertising campaign so consumers know their rights and can be educated on where they can get information.

Provide funding to consumer bodies and charities so staff can be trained and kept up to date on consumer rights law.

Develop a Government / CMA podcast so consumers can listen to the information.

Explain how ADR can work for consumers - there is a perception that you always need to go to court.

Court is adversarial so try to develop ADR processes which are less confrontational and which don't require large amounts of detailed written evidence.

69 Do you agree that government should make business participation in ADR mandatory in the motor vehicles and home improvements sectors? If so, is the default position of requiring businesses to use ADR on a 'per case' basis rather than pay an ADR provider on a subscription basis the best way to manage the cost on business?

Yes

Please expand on your answer here.:

70 How would a 'nominal fee' to access ADR and a lower limit on the value of claims in these sectors affect consumer take-up of ADR and trader attitudes to the mandatory requirement?

Please respond here.:

71 How can government best encourage businesses to comply with these changes?

Please respond here.:

Incentivise and reward participation.
Provide funding to help businesses understand their obligations.
Roll out a consumer duty of care to facilitate a change in culture.

72 To what extent do you consider it necessary to open up further routes to collective consumer redress in the UK to help consumers resolve disputes?

Please respond here.:

Imperative that alternative routes to court are available.

73 What impact would allowing private organisations and consumer organisations to bring collective redress cases in addition to public enforcers have on (a) consumers, and (b) businesses?

Please respond here.:

74 How can national enforcement agencies NTS and TSS best work alongside local enforcement to tackle the largest national cases of criminal breaches of consumer law?

Please respond here.:

75 Does the business guidance currently provided by advisory bodies and public enforcers meet the needs of businesses? What improvements could be made to increase awareness of consumer protection law and facilitate business compliance?

No

Please expand on your answer here.: