

The guidance document is very technical and realistically I would only expect a limited number of people I send it to will really understand it – could there be scope for a cut down version with the salient points for the average trader really needs to know – e.g. they don't need to know all the background to the CPUTR other than this replaces them.

The diagrams could possibly use colour coding to separate things like professional diligence/aggressive practices etc to make them a bit clearer that they are distinct. The blue and white kind of merge together as one in my view

2.5 Maybe clarify there is no need for a contract to be agreed

3.4 – state in plain English this applies to Estate Agents and Rental agencies

3.14 – I thought legal services were not covered by the CPUTR, may be worth clarifying why they are now covered in a footnote

Page 15 – is it worth mentioning that businesses can take steps to ensure customers are businesses – and what those steps might be – so the UCP wont apply to those customers

3.16 – table with definitions might help

Unclear why you do not deal with average consumer first – e.g. define them

Vulnerable are mentioned last in 3.16 but dealt with first.

Page 18 – circumstances - this should mention people who are in emergency situations – e.g. emergency locksmith/plumbers etc

Page 21 – should it say *whether to enter into a contract,*

It might be useful to insert a charge here summarising concepts discussion so far?

4 – I feel this section is a little messy in the way that it is explained

Page 23 – box on right should be slit to make clearer two different things – or can they be classed as one thing? Does the word prohibited matter?

Page 26 – I am dubious the builder example is a breach of PD – doesn't currently seem to be interpreted that way? I appreciate PD has been around since 2008 but I do not think it is enforced in the way suggested where simply doing poor quality work is a breach of PD- or it may be under the new definition. It would help to have more detail as it's the major issue for Trading Standards.

7.6 this seems to be a move away from the current position where restaurants only need to provide food costs if it would be a misleading omission on a case by case basis rather than a blanket rule – what is the justification for this change? I understand prior to CPRs there was a specific law requiring restaurants to give prices but this was revoked due to the CPRs requiring it to be assessed on a case by case basis.

I think this statement needs more clarity – *For example, in restaurants, the prices of the food and drink available will need to be displayed to consumers before they order, and in many cases before they enter the restaurant.*

What about if a car has been written off. What if it was not written off but damaged and repaired? Some cars are Cat x which do not show up on HPI checks but may have been stolen or damage repaired.

7.8 – I would mention The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 – particularly as they have a shorter time limit for criminal offences and so UCP can be used instead

7.9 – does this cover online influencers?

8.5 – trader taking off a roof tile or doing work without consent – possible extra example

9.8 can an ITP be verbal?

There should be more examples for ITP such as theatre and plane tickets. This section is quite hard to follow.

12.9 – isn't the penalty now an unlimited fine as there is no maximum?

12.12 – on defence there should be more detail that it is about taking reasonable steps not EVERY possible step but also they need to have systems in place to make sure the steps are actually working.

There is no mention of the Injunctions and monetary penalties?

I would have the last annex as a separate document – most traders don't really need to know this unless they know they need to know it. You could mention it as a footnote and link to the relevant document.

Page 106 - covers non-monetary trading (e.g. supply in exchange for personal data)

Is this expressly stated or included by change of definition? If so it should be clarified in the main text if not already.....

I think there could be more shorter examples dotted around misleading actions/professional diligence etc