

Unfair commercial practices guidance

CMA207resp

Summary of responses to the consultation

4 April 2025

© Crown copyright 2025

You may reuse this information (not including logos) free of charge in any format or medium, under the terms of the Open Government Licence.

To view this licence, visit www.nationalarchives.gov.uk/doc/open-government-licence/ or write to the Information Policy Team, The National Archives, Kew, London TW9 4DU, or email: psi@nationalarchives.gov.uk.

Contents

	<i>Page</i>
1. Introduction	3
2. Structure or clarity of the draft guidance (consultation question 1)	6
3. Comments on illustrative examples (consultation question 2)	9
4. 'Drip pricing' (consultation question 3)	23
5. Fake consumer reviews (consultation question 4)	28
6. Any other topics or issues (consultation question 5)	47
7. List of respondents.....	52

1. Introduction

Overview

- 1.1 The Competition and Markets Authority (the '**CMA**') is the UK's primary competition and consumer enforcement body. It helps people and the UK economy by promoting competitive markets and tackling unfair behaviour.¹
- 1.2 On 24 May 2024, the Digital Markets, Competition and Consumers Act (the '**DMCC Act**') received Royal Assent. The provisions in Chapter 1 of Part 4 of the DMCC Act prohibit unfair commercial practices ('**UCP**'), replacing and updating the Consumer Protection from Unfair Trading Regulations 2008 (the '**CPUTRs**').
- 1.3 The UCP provisions in the DMCC Act come into force on 6 April 2025 and will apply only in relation to commercial practices that take place on or after that date.
- 1.4 On 11 December 2024, the CMA published for consultation (the '**consultation**') draft guidance on the UCP provisions in the DMCC Act (the '**draft UCP guidance**'), which updates and, once finalised, will replace its current guidance on the CPUTRs ([Consumer Protection from Unfair Trading Regulations - traders: OFT1008](#)) in relation to commercial practices which happen from 6 April 2025 onwards. The consultation was open for six weeks and closed on 22 January 2025. The CMA received 95 responses.
- 1.5 The consultation document set out the following questions on which respondents' views were sought:
 - (a) Do you have any comments on the structure and clarity of the draft guidance?
 - (b) Do you have any comments on the illustrative examples of commercial practices applying the prohibitions? Are there any areas where you think additional examples could usefully be reflected in the draft guidance?
 - (c) Do you have any comments on the draft guidance on 'drip pricing' provisions in the DMCC Act (found in the 'Material pricing information' section of Chapter 9 of the draft guidance), including the illustrative examples? In particular, are there any specific pricing practices that have

¹ More information about the CMA and its powers can be found here: [About us - Competition and Markets Authority - GOV.UK \(www.gov.uk\)](#).

not been included in the 'drip pricing' illustrative examples which you think it would be helpful to include, and if so, what should such further guidance specifically cover?

- (d) Do you have any comments on the draft guidance on the banned practice relating to fake consumer reviews (found in Annex B to the draft guidance)?
- (e) Do you have any other comments on topics not covered by the specific questions above? If so, the CMA request that respondents structure their responses to separate out their views in relation to each of the draft guidance's chapters.

Purpose of this document

- 1.6 This document summarises the key feedback received from respondents to the draft UCP guidance, the CMA's views on this feedback and the changes the CMA has made to the draft UCP guidance as a result. This document is not intended to be a comprehensive record of all views expressed, nor to be a comprehensive response to all individual views, however it does set out the general views received and the most significant. Non-confidential responses to the consultation are available on the consultation webpage.
- 1.7 This document should be read together with the following documents published alongside this document (which together make up the '**final guidance**'). This document uses 'final guidance' to collectively refer to:
 - (a) [Unfair commercial practice guidance \(CMA207\)](#), ('**final UCP guidance**') which is accompanied by a separate module containing example case studies, and a separate technical background note;
 - (b) [Fake reviews guidance \(CMA208\)](#) ('**fake reviews guidance**').

Overview of the consultation responses

Responses received

- 1.8 The CMA received 95 responses to its consultation from a range of stakeholders including businesses, business representative organisations, consumer representative organisations, enforcement authorities (including self-regulatory and dispute resolution authorities), individuals, and legal firms. The CMA thanks all those who responded to the consultation on the draft UCP guidance.

Other engagement

- 1.9 The CMA carried out a series of engagements to hear stakeholder views on the consultation and to give stakeholders an opportunity to directly engage with the CMA and ask questions. The feedback from these sessions is a useful complement to the formal written consultation responses received, particularly where the CMA was able to engage with stakeholders who were unable to provide formal written responses.
- 1.10 During the consultation period, the CMA carried out the following stakeholder engagement:
- (a) A webinar for all audiences, attended by nearly 400 people, which provided (1) an overview of the UCP provisions of the DMCC Act, (2) an exploration of the changes to the law on unfair commercial practices, and (3) an explanation of the CMA's draft UCP guidance.
 - (b) Two roundtables on drip pricing attended by 12 business representative organisations, 4 consumer representative organisations, 2 legal professional organisations, 8 enforcement authorities, and the Department for Business and Trade.
- 1.11 Since the consultation closed, the CMA carried out additional engagement with the telecommunications sector, through an additional roundtable and several bilateral discussions with telecoms providers, to understand further their responses on the section of the draft UCP guidance on omissions of material information from an invitation to purchase (including the prohibition on drip pricing).
- 1.12 These engagements provided valuable insight into a range of different perspectives on the draft UCP guidance. The CMA thanks all those who engaged with us for their time.

The final guidance

- 1.13 The CMA's response to the feedback received is set out in this document, which also explains the key changes the CMA has made to the draft UCP guidance as a result. The CMA has published the final guidance alongside this document, and it takes effect from the date of publication. In addition, the CMA is planning to reconsult on certain aspects of the requirement to state the total price in an invitation to purchase.

2. Structure or clarity of the draft guidance (consultation question 1)

Level of detail

Summary of responses

- 2.1 Eleven respondents commented that the draft UCP guidance was clear and well structured, with one stating that it struck a good balance between referencing legislation and providing explanations in plain language.
- 2.2 Ten respondents commented that the draft UCP guidance was too technical and detailed and therefore difficult for the average trader to understand. One respondent said that it contained a great deal of information and detail which would require significant time and resources to fully understand and implement. Several respondents suggested ways of improving comprehension, such as adding visual aids, worked examples, clearer headings and subheadings, colour-coded diagrams, and a table with definitions of key terms.
- 2.3 One respondent commented that they found the number of abbreviations and references to other documents a little overwhelming on initial reading. They also suggested including bullet point summaries referencing the most salient points from other CMA guidance mentioned in the draft UCP guidance, such as the [Consumer protection enforcement guidance \(CMA58\)](#).
- 2.4 One respondent suggested that traders are unlikely to read the entire document and would instead focus on the sections that are the most important or most relevant to them, hence it could be helpful to lead with the key information. This respondent therefore suggested leading with the banned practices as they are outright prohibitions. They also suggested that putting summaries and examples at the beginning of chapters would improve the consistency and accessibility of the draft UCP guidance.
- 2.5 One respondent suggested that the draft UCP guidance would be enhanced by supplementary digital materials, such as providing links to explanatory videos and quick or in-depth guides targeted towards traders.

The CMA's views

- 2.6 The CMA appreciates the importance of providing guidance that is both comprehensive and straightforward to engage with. To facilitate better

understanding of the guidance for traders, the CMA has split the final guidance into four modules:

- (a) a main guidance document that is a streamlined version of the draft UCP guidance (referred to in this document as the '**final UCP guidance**'), containing content from the previous chapters 3-12, a chapter upfront on core concepts, additional visual aids and a clearer format;
- (b) a separate module on fake reviews (referred to in this document as the '**fake reviews guidance**'), with content from Annex B of the draft UCP guidance;
- (c) a separate module containing case studies, with illustrative examples from Annex A of the draft UCP guidance with a clearer format;
- (d) a separate technical note, incorporating the technical background information covered in chapters 1-2 and Annex C of the draft UCP guidance, as well as any other technical information from the other chapters.

2.7 In addition, the CMA has produced two quick guides, which explain the final guidance, but do not replace it:

- (a) a [short guide](#) to what stakeholders need to know about unfair commercial practices;
- (b) a summary, which can be accessed [here](#), to help businesses who publish consumer reviews or consumer review information in complying with their obligations to take steps to prevent and remove banned content (for example, fake reviews).

2.8 In terms of formatting and clarity, the CMA has:

- (a) put direct quotations from the DMCC Act in bold throughout the final guidance to improve understanding of the underlying legal framework for the UCP provisions;
- (b) inserted summary boxes at the start of detailed chapters to provide an at-a-glance understanding of the contents of the chapters and key messages, and retitled headings for ease of navigation;
- (c) simplified the language used and included additional diagrams, including two flowcharts;

(d) reordered the chapters in the final UCP guidance to set out practices that are always unfair first, followed by practices that are subject to the transactional decision test.

3. Comments on illustrative examples (consultation question 2)

General

Summary of responses

- 3.1 Eighteen respondents commented that the illustrative examples used in the draft UCP guidance were useful and welcome. One respondent stated that the examples were highly relevant and reflected common areas of consumer complaints. Another two respondents commented that the examples were invaluable in demonstrating how the prohibitions apply in real-world scenarios.
- 3.2 Fourteen respondents requested that the CMA include additional illustrative examples or further clarification within the final UCP guidance. One argued that the specific examples of each of the prohibited practices under the UCP provisions did not in every case reflect the UK Parliament's intentions or how a court would interpret the relevant provisions of the DMCC Act. Another respondent encouraged the CMA to continue to develop further practical examples in each area, particularly focusing on less clear-cut scenarios.
- 3.3 One respondent asked the CMA to include additional examples of real-world scenarios throughout the final UCP guidance on areas such as bait pricing, dynamic pricing, transactional decision and professional diligence, misleading omissions, harassment, coercion and undue influence, and illustrations of consumers' private rights to redress.
- 3.4 The same respondent suggested that the final UCP guidance could be made more robust and adaptable to future challenges by anticipating upcoming technological developments and providing examples, particularly in the rapidly evolving digital sector.
- 3.5 Another respondent suggested linking the existing illustrative examples in Annex A to enforcement and potential outcomes, which could serve as an important deterrent.

The CMA's views

- 3.6 The CMA welcomes the positive feedback it has received on the range and relevance of the illustrative examples in the draft UCP guidance and has retained the vast majority of them in the final guidance.
- 3.7 In relation to the assertion that the illustrative examples in the draft UCP guidance did not in every case reflect the UK Parliament's intentions or how a

court would interpret the relevant provisions of the DMCC Act, the CMA considers that footnote 9 of the UCP guidance (which replaces paragraphs 1.4 to 1.6 of the draft UCP guidance) is sufficiently clear on the non-exhaustive nature of the examples of commercial practices used within the guidance and that it is not a substitute or definitive interpretation of the law.

- 3.8 With regards to future-proofing the final UCP guidance, the CMA has inserted a sentence in footnote 7 to state that: 'This Guidance may be revised from time to time, including to reflect changes in the interpretation of the law as a result of enforcement action taken by the Competition and Markets Authority (CMA) or others.'
- 3.9 The CMA has reviewed the examples carefully and added to them as appropriate. These additional examples are highlighted in the relevant sections on individual chapters below.
- 3.10 In general, given the cross-economy application of the UCP provisions, the CMA has not added additional examples specific to certain sectors or circumstances to the final guidance, to ensure broader relevance and utility of the examples. However, the CMA has added several examples of conduct that it considers will be more likely to comply with the UCP provisions, alongside examples of poor conduct, to assist with differentiating between acceptable and clearly prohibited conduct.
- 3.11 As for the specific topics that the CMA was asked to cover, the draft UCP guidance already included a bait pricing example for banned practice 5, which has been carried over to the final UCP guidance. The CMA did not consider it necessary to include examples to cover all of the scenarios listed. As the final UCP guidance is primarily aimed at businesses, the CMA did not consider it appropriate to include illustrations of consumers' private rights to redress, particularly not before the UK Government introduces further regulations on this.
- 3.12 The CMA considers that the examples in Annex A of the draft UCP guidance were already based on real-world scenarios and illustrated multifaceted breaches, and that they therefore provided a clear indication of conduct that risked being unfair practices and breaching the DMCC Act. The CMA has therefore decided not to make any amendments to these examples, and they have been included in the separate module on case studies, which replaces Annex A.

Core concepts

Summary of responses

- 3.13 One respondent argued that the draft UCP guidance broadened definitions including ‘misleading omissions’, ‘misleading actions’, and ‘average consumer’, and introduced a new definition of ‘transitional vulnerability’. This respondent argued that these definitions could introduce compliance grey areas and that without clear examples, businesses risked inadvertently falling into non-compliance, despite acting in good faith.
- 3.14 Another respondent requested further examples of what the average consumer looks like to help businesses to understand who the average consumer is and what information they need to make the right transactional decision for themselves.
- 3.15 A few respondents made submissions regarding the average member of a vulnerable group of consumers. Three respondents requested further clarity on practical compliance in relation to the average member of a vulnerable group of consumers in paragraph 3.22 of the draft UCP guidance or the threshold for situational vulnerability. Another respondent argued that paragraph 3.22 of the draft UCP guidance could be more detailed, particularly point (c) on credulity. A third respondent suggested that the credulity test in paragraph 3.22(c) of the draft UCP guidance should be defined more precisely.
- 3.16 A few respondents requested clarity or additional examples on how the CMA will apply the transactional decision test. One respondent specifically asked how the CMA will decide whether a commercial practice is ‘likely’ to have impacted a consumer’s transactional decision-making and whether (and if so, how) the CMA expects its assessment of the impact of a commercial practice to differ depending on the type of transactional decision taken by the consumer.
- 3.17 One respondent requested additional illustrative examples that reflect complex supply chains in which traders sell products designed for an end-user with whom they themselves do not contract.

The CMA’s views

- 3.18 The CMA considers that the definitions of core concepts within the draft UCP guidance were not broadened by the guidance itself. Rather, in some instances, the DMCC Act has amended or clarified the breadth of certain

definitions. Therefore, these updated definitions are provided in the final UCP guidance and illustrative examples reflect those.

- 3.19 The CMA has amended the section on the average consumer, including the discussion on the average member of a vulnerable group of consumers, within the final UCP guidance to add:
- (a) a flowchart to demonstrate how the effects of a commercial practice on each of these three types of consumers have to be assessed to determine if the practice might be unfair, and to improve the navigability of this section of the final UCP guidance;
 - (b) an example of a group of consumers that might be particularly vulnerable to a commercial practice or to an underlying product because of their credulity to provide further clarity on this concept;
 - (c) further explanation of how traders who evaluate the impact of their practices on potentially vulnerable consumers will put themselves in a better position to comply with the UCP provisions.
- 3.20 The CMA considers that the draft UCP guidance otherwise contained sufficient examples of vulnerability due to circumstances and how this will be assessed. These examples have therefore been retained within the final UCP guidance.
- 3.21 The application of the transactional decision test by the CMA will be case specific. As such, the CMA does not consider it appropriate to expand further on the transactional decision test within the final UCP guidance, which already includes an explanation and examples.
- 3.22 In relation to comments regarding the applicability of the UCP provisions to different parties within complex supply chains, the CMA has:
- (a) added a further example of practices not covered by the UCP provisions because they have no potential to affect consumers, which further clarifies which parties in a business-to-business transaction need to consider compliance with the UCP provisions;
 - (b) added the following clarification to paragraph 2.12 of the final UCP guidance to signal that a consideration of who the most relevant party in the supply chain is will be relevant to enforcement decisions: 'When deciding whether or not to investigate a suspected breach of the UCP provisions, it will be relevant to consider which is the appropriate party to investigate as well as which party is best placed to remedy the issue'.

Banned practices

Summary of responses

- 3.23 One respondent made submissions relating to the section on banned practices within the draft UCP guidance. This respondent suggested that it would be helpful to state whether banned practice 5 would capture situations where the 'bait' is a percentage discount, rather than a specific price.
- 3.24 The same respondent suggested that it would be helpful to clarify whether banned practice 29 on claiming on an insurance policy refers to two distinct practices: (i) 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; and (ii) failing systematically to respond to correspondence.

The CMA's views

- 3.25 The CMA has updated the final UCP guidance, including by adding the following additional example for banned practice 29 to the final UCP guidance: 'A trader dealing with a consumer's insurance claim insists on the consumer providing records of the consumer's entire criminal record history despite spent convictions being irrelevant to the claim.'

Omission of material information from invitations to purchase

Summary of responses

- 3.26 Five respondents made submissions relating to the section on invitations to purchase within the draft UCP guidance. Three respondents asked for further examples, respectively:
- (a) on the sort of additional legal information that should and should not be included in an invitation to purchase within the final UCP guidance;
 - (b) to clarify distinctions between an 'invitation to purchase' and an 'invitation to treat';
 - (c) to cover the digital context in the section of the draft UCP guidance on material information which is likely to be considered 'already apparent from the context'.
- 3.27 One respondent questioned why footnote 87 of the draft UCP guidance referenced subscription contracts as this could create confusion regarding compliance requirements. This respondent argued that the subscription

contract provisions under Chapter 2 of Part 4 of the DMCC Act do not seem to impose obligations on businesses specifically relating to invitations to purchase.

- 3.28 One respondent asked for clarification on whether it would be permissible for ‘coming soon’ or ‘tune in’ styles of promotion, which promote a general service rather than specific products or tiers, not to include pricing information within the context of subscription video on demand (SVoD) providers. This respondent also requested confirmation that such promotions would not amount to ‘invitations to purchase’.

The CMA’s views

- 3.29 Regarding the legal information that should or should not be included within an invitation to purchase, the CMA considers that footnote 87 of the draft UCP guidance provided sufficient detail on the legislative framework on the provision of such information. This footnote (now footnote 62) has therefore been retained within the final UCP guidance. Regarding the reference to subscription contracts within this footnote, the CMA has updated the wording in the final UCP guidance to clarify that this requirement is not restricted to where other legislation describes the obligation to provide information to consumers by using the term ‘invitation to purchase’.
- 3.30 The CMA has expanded footnote 45 in the final UCP guidance to provide further clarity on the distinction between ‘invitation to purchase’ and ‘invitation to treat’, stating that: ‘An ‘invitation to treat’ is used in English contract law to describe an invitation to negotiate which contains no intention to be bound at that particular moment.’
- 3.31 On the promotion of general services rather than specific products or tiers, the CMA does not consider it necessary to include such a sector-specific example within the final UCP guidance.
- 3.32 The CMA has included the following additional example of material information which is apparent from the context in paragraph 4.16 the final UCP guidance: ‘Similarly, if a consumer views a clearly branded advert for a streaming service provided by a well-known streaming platform, the identity of the trader will be apparent from the context.’ This should make it clear that this provision also applies within a digital context.

Misleading actions

Summary of responses

- 3.33 One respondent asked for illustrative examples or further clarification to be added to the misleading actions section of the final UCP guidance to make it clear what the CMA intended by referring to the ‘execution’ of the product, its ‘commercial origin’, ‘delivery of the product’, and the ‘assets’ of the trader within the draft UCP guidance.
- 3.34 One respondent requested additional examples to be added to the misleading actions section of the final UCP guidance to address key issues frequently encountered by Trading Standards, such as further examples on doorstep selling.
- 3.35 One respondent asked the CMA to include an additional example relating to voluntary alternative dispute resolution (ADR) on failing to comply with the requirements of a code of conduct. This respondent stated that several markets have seen instances of traders who voluntarily subscribe to Ombudsman or other types of ADR schemes ‘scheme hopping’ when they are unhappy with decisions made against them.

The CMA’s views

- 3.36 The CMA has provided some additional non-exhaustive illustrative examples for some of the text from paragraph 6.5 of the draft UCP guidance though it has not addressed each and every request and has streamlined the list of concepts within the final UCP guidance so that this section can be more clearly understood.
- 3.37 Regarding the concern expressed about ‘scheme hopping’, the CMA does not consider it necessary to add such a specific example to the final UCP guidance.

Misleading omissions

Summary of responses

- 3.38 One respondent welcomed the inclusion of an example on car repairs. This respondent suggested that it would be valuable to include additional examples frequently encountered by Trading Standards, such as further examples on the second-hand motor trade. This respondent suggested that such an example could be added to the misleading omissions section and could highlight scenarios such as ‘one owner’ descriptions that fail to disclose a

car's history as an ex-rental or taxi. Another respondent suggested that an example on second-hand cars could be added to paragraphs 7.5-7.6 on material information.

- 3.39 One respondent requested clarification on paragraph 7.6 of the draft UCP guidance, asking whether there has been a change of approach regarding misleading omissions under the UCP provisions compared to under the CPUTRs. The respondent asked whether the need to provide prices upfront is a blanket rule under the DMCC Act, rather than being considered on a case-by-case basis, as per the CPUTRs. One respondent requested confirmation that not all promotions must include pricing information to avoid being considered misleading omissions, provided that this information is given in a timely fashion prior to the transactional decision. This respondent suggested that it would be useful to add an example covering the digital context to the material information section of the final UCP guidance.
- 3.40 A respondent requested clarification on whether the misleading omissions relating to commercial intent outlined in paragraph 7.9 of the draft UCP guidance applied to online influencers.

The CMA's views

- 3.41 Regarding second-hand cars, the CMA has added an additional example to the section of the final UCP guidance on material information to cover the use of the term 'one owner' in the sale of second-hand cars.
- 3.42 On the issue of whether price is material information, the CMA has amended paragraph 6.3 of the final UCP guidance to: 'The price of a product is **usually** material information', rather than: 'The price of a product **in most circumstances** is material information', as this sentence had been formulated in paragraph 7.6 of the draft UCP guidance.
- 3.43 Regarding online influencers, the CMA has added the following additional example under paragraph 6.8 of the commercial intent section of the final UCP guidance: 'An online influencer posts a video of them using a makeup brush. In fact, they have been paid to post the video and during the video, they encourage viewers to buy the makeup brush. The commercial intent of the video was not made clear at the outset.'

Aggressive practices

Summary of responses

- 3.44 One respondent argued that the definitions of ‘harassment’, ‘coercion’ and ‘undue influence’ within this section of the draft UCP guidance were ‘too narrow’ and should be amended within the final UCP guidance. This respondent argued that ‘harassment’ was not sufficiently defined and that it would be useful for the final UCP guidance to include some description of what it might entail. They also suggested that it was unhelpful that ‘coercion’ was non-exhaustively defined in the draft UCP guidance as including ‘the use or threat of physical force’, when it could just as easily involve psychological abuse.
- 3.45 One respondent suggested adding an additional example to the ‘harassment, coercion and undue influence’ section of the final UCP guidance to cover a trader doing work without consent, such as taking off a roof tile.
- 3.46 One respondent suggested removing the specific level of discount from the example given in the draft UCP guidance which states: ‘A trader measures up for an extension to a consumer’s property, and when they indicate the price, they offer the consumer a 50% discount if they agree to sign the contract immediately, which puts pressure on the consumer to agree without any further shopping around.’ This respondent argued that referring to a specific level of discount leads to the question of whether any level of discount in such a scenario could be deemed acceptable.

The CMA’s views

- 3.47 The definitions of ‘harassment’, ‘coercion’ and ‘undue influence’ used within this section of the draft UCP guidance were taken from the DMCC Act. This section of the draft UCP guidance already stated that harassment, coercion and undue influence are techniques that intimidate, exploit or otherwise pressure consumers and each may apply physical or non-physical (including psychological) pressure as well as the threat of such. Therefore, the CMA did not consider it appropriate to provide further clarificatory detail on these definitions within the final UCP guidance.
- 3.48 The CMA does not consider it necessary to add an additional example on a trader doing work without consent to this section of the final UCP guidance because it already provided a similar example in Annex A of the draft UCP guidance, which has been retained in the separate case studies module.

- 3.49 The CMA has removed the example of the extension to a consumer's property given there are already several examples of these types of practices.

Professional diligence

Summary of responses

- 3.50 Two respondents asked the CMA to add further illustrative examples on professional diligence to the relevant section of the final UCP guidance, specifically to illustrate:
- (a) the practical application of the full general prohibition test.
 - (b) that an online platform failing to act against fake review sellers may contravene the requirement of professional diligence.
- 3.51 Another respondent requested further clarification on the second example given in paragraph 5.7 of the draft UCP guidance of a builder not behaving in a professionally diligent manner. This respondent questioned whether poor quality work could really be considered a breach of professional diligence.

The CMA's views

- 3.52 Paragraph 5.2 of the draft UCP guidance already made it clear that the 'general prohibition' is made up of two components and prohibits practices that: '(a) contravene the requirements of professional diligence; and (b) are likely to cause the average consumer to take a different decision.' However, the CMA has removed the 'general prohibition' and 'professional diligence' subheadings from the final UCP guidance to avoid giving the impression these relate to different concepts.
- 3.53 The CMA agrees that conduct by online platforms and others who fail to act against third-party traders involved in the supply chain for banned reviews and information (including fake reviews) may contravene the requirements of professional diligence, subject to the transactional decision test being met. The new banned practice in paragraph 13 of Schedule 20 to the DMCC Act also provides a basis for taking enforcement action to address such conduct. The guidance makes clear that the UCP provisions are not mutually exclusive and a breach of banned practice 13 may also constitute a breach of other UCP provisions, including the professional diligence provision.
- 3.54 Regarding the second example provided in paragraph 5.7 of the draft UCP guidance, the CMA's position remains that poor quality work can be considered a breach of professional diligence, subject to meeting the

transactional decision test. The CMA has therefore carried across this example to paragraph 8.6 of the final UCP guidance without amendment.

Requests for additional illustrative examples relating to the property and estate agency sectors

Summary of responses

- 3.55 Four respondents requested additional illustrative examples relating to the property and estate agency sectors.
- 3.56 One respondent suggested including an example of how property agents should advertise online in keeping with the UCP provisions. This respondent argued that this is particularly important given that the property industry now predominantly uses online sales websites to advertise properties.
- 3.57 One respondent asked the CMA to provide additional clarity in example 20.1 of the banned practices section of the draft UCP guidance on what it would and would not consider appropriate for traders to say when discussing material information about market conditions. This respondent argued that property and estate agents should still be able to express their opinion or provide commentary on the housing market, where these views are genuinely held. Another respondent requested clarification on how the outright prohibition on providing (including passing on) materially inaccurate information on market conditions would be enforceable in reality.
- 3.58 One respondent requested clarification on whether the material information requirements contained in the UCP provisions will apply to property listings. This respondent highlighted that some property agents currently take the position that material information will be provided during viewings or upon request from the client, rather than included in property listings as standard, particularly on online real estate portals.
- 3.59 One respondent expressed concern about how professional diligence would be established within the property and estate agency sectors, which are largely unregulated with no Code of Conduct.²
- 3.60 One respondent commented that the chapter of the draft UCP guidance on misleading omissions did not always make it clear where liability would lie if a property or estate agent failed to inform a consumer of material information

² Aside from lettings agents in Wales and Scotland, who are subject to separate Codes of Practice.

that they were not aware of or had been misinformed about by a client. This respondent suggested that the final UCP guidance should make it clear where liability for misleading or omitted information would lie, especially if such information came from a third party upon whom the agent was reliant. Another respondent asked for clarity on whether the duties to inform consumers of material information also applies to legal representatives and other interested parties during a transaction and whether property and estate agents would be required to explain the potential repercussions of such information to clients and their representatives.

- 3.61 Several respondents made submissions related to sector-specific guidance for the property and estate agency sectors. One respondent requested additional sector-specific guidance tailored to the property and estate agency sectors. Another respondent requested that the previous [Office of Fair Trading \(OFT\) Guidance on Property Sales](#) should be replaced with new and updated CMA guidance. This respondent suggested that the CMA should consult with property and estate agents to develop sector-specific guidance.
- 3.62 The same respondent argued that reservation agreements should be caught by the UCP provisions because they damage the consumer's interest and generate unwelcome legal costs. The respondent argued that conditional selling, whereby an estate agent pressurises or incentivises a consumer to use the agent's 'in-house services' in order for their offer to be put forward on a property should be caught by the UCP provisions. This respondent also highlighted the associated problem of referral fees, which are often heavily embedded in conditional selling arrangements, in that they create conflicts of interest and do not serve the interests of consumers.
- 3.63 The same respondent argued that buying land cannot be equated with the purchase of goods because land is not a 'product'.

The CMA's views

- 3.64 The final UCP guidance is intended to help businesses to understand the UCP provisions of the DMCC Act across the whole of the consumer economy. It aims to provide examples which have relevance across these many business sectors. It is therefore not practicable to provide specific examples for every circumstance in every sector, nor to cross-refer to every piece of sector-specific guidance. The CMA has therefore not amended the final UCP guidance to include further property-specific examples.
- 3.65 Regarding the outright prohibition on providing (including passing on) materially inaccurate information about market conditions, the CMA has added a new footnote (footnote 39) to the opening paragraph of the banned

practices chapter of the final UCP guidance, which states: ‘Breaches of all banned practices can attract civil action by enforcement authorities, which can result in the imposition of compliance directions and/or monetary penalties of up to the higher of £300,000 or 10% of worldwide turnover. Most banned practices (except those listed in paragraphs 12, 13 and 30 of Schedule 20 to the DMCC Act) amount to criminal offences, which can lead to fines and/or imprisonment. More information about the enforcement of the UCP provisions, including the banned practices covered in this chapter, can be found in Chapter 10 and in [CMA58](#) and [CMA200](#).’

- 3.66 The CMA considers that the UCP provisions, including the requirement to provide material information, both when they amount to invitations to purchase and when they do not, do apply to property listings as these are a type of commercial practice aimed at consumers.
- 3.67 In relation to the relevance of codes of conduct, the draft UCP guidance already made clear that while Codes of Conduct and the practices of other traders are relevant, traders operating in sectors where entrenched or common practices are negatively impacting on consumer decisions may nonetheless contravene the requirements of professional diligence.
- 3.68 Regarding material information and misleading omissions, the UCP provisions apply to all traders whose commercial practices are aimed at consumers. This includes property and estate agents, as set out at paragraph 2.5 of the final UCP guidance.
- 3.69 The National Trading Standards Estate and Letting Agency Team (NTSELAT) is responsible for:
- (a) the regulation of estate agency work in the UK; and
 - (b) overseeing the enforcement of lettings agency work in England.
- NTSELAT is the lead enforcement authority for the Estate Agents Act 1979 and the Tenant Fees Act 2019, and associated lettings legislation.
- 3.70 It has produced guidance³ for estate and lettings agents on material information for sales and lettings. In addition, the Scottish Government has implemented a code of practice for letting agents.⁴ There is also a code of

³ [Material Information - National Trading Standards](#).

⁴ [Letting agent code of practice - gov.scot](#). The Code of Practice is part of the broader regulatory requirements for Letting Agents in Scotland introduced by the Housing (Scotland) Act 2014.

practice for lettings agents in Wales.⁵ The Property Ombudsman Service has also produced separate codes of practice for estate and lettings agents in England, Wales and Northern Ireland, Scotland, and the Channel Islands, which are approved by the Chartered Trading Standards Institute (CTSI). The CMA's predecessor organisation the OFT has previously also produced guidance for property sales and lettings.⁶

- 3.71 The UCP provisions provide that any act or omission by a trader relating to the promotion or supply of a product to or from consumers could constitute a commercial practice (as did the CPUTRs). As a result, to the extent that reservation agreements, conditional selling or referral fees amount to commercial practices, they already fall within the scope of the UCP provisions. The CMA does not consider it necessary to include references to these sector-specific practices within the final UCP guidance.
- 3.72 Regarding the purchase of land, it was defined as falling under the category of 'product' within the draft UCP guidance because it falls within the definition of 'goods' in section 249 of the DMCC Act. The CMA has therefore made no changes to this definition within the final UCP guidance.

⁵ [Rent Smart Wales: code of practice | gov.wales](#). This Code of Practice was produced under the Housing (Wales) Act 2014.

⁶ [Office of Fair Trading \(OFT\) Guidance on Property Sales](#).

4. 'Drip pricing' (consultation question 3)

General approach

- 4.1 Due to the volume of substantive feedback regarding drip pricing which the CMA has reviewed, the CMA is adopting a phased approach to the element of the final UCP guidance which covers the requirement to include the total price in an invitation to purchase. To ensure that the final UCP guidance provides a clear framework for compliance with the parts of the law which are already well understood and largely unchanged, the CMA has:
- (a) condensed the material pricing section of the final UCP guidance;
 - (b) included a flowchart showing what the UCP provisions require, including what pricing information must be included in the price stated in the invitation to purchase (the headline price); and
 - (c) added additional examples which illustrate:
 - (i) how to lawfully provide pricing information about mandatory charges;
 - (ii) how to lawfully provide pricing information about optional charges; and
 - (iii) what practices are prohibited because they amount to drip pricing.
- 4.2 The CMA will run a further consultation on revised draft UCP guidance relating to the requirement to include the total price in an invitation to purchase in the summer of 2025, with a view to producing finalised UCP guidance in autumn 2025.
- 4.3 After the further consultation and before finalising the drip pricing element of the guidance, the CMA will thoroughly consider all the feedback it has received, including in response to the draft UCP guidance. Given the further anticipated consultation, the CMA will set out detailed responses as part of the future consultation and any response to it. For transparency, the text that follows provides a summary of the responses received to date.

Summary of responses

- 4.4 The CMA received requests for clarifications to concepts and interpretation, and requests for further examples.

Mandatory versus optional fees

- 4.5 Over 10 respondents asked for further clarity on the scope of mandatory charges both in general and with respect to a number of specific sectors including booking fees, travel, restaurant service charges, gratuities on all-inclusive holidays and delivery. Several points were made around subjectivity, variability and the viability of alternatives, as well as the need to strictly reflect to the wording of the relevant legal provisions.

The reasonable calculability test

- 4.6 A few respondents commented on the interpretation of the reasonable calculability test, requesting that CMA amend this section of the final UCP guidance to explain especially where it is not reasonable to expect advance calculation.

Collection as a viable alternative to delivery

- 4.7 Three respondents expressed views relating to collection as a viable alternative to delivery, making specific points on the difficulty of assessing national coverage, the exclusion of charges and the potential use of different prices, and requesting in general that the CMA provides further clarity on this specific topic within the final UCP guidance.

Tourist taxes

- 4.8 A large number of respondents expressed views relating to the treatment of tourist taxes, arguing that they should be dealt with under the exception provided for in the DMCC Act where part of the price cannot be calculated in advance, as local taxes differ across the UK nations, regions and cities.

The treatment of charges imposed by multiple parties

- 4.9 Five respondents commented on the treatment of charges and the provision of pricing information where the headline price is made up of charges imposed by multiple parties.

The treatment of refundable damage deposits and pre-authorized holds placed on a customer's card

- 4.10 A large number of respondents commented on the treatment of refundable damage deposits and pre-authorized holds placed on a customer's card. Specifically, they explicitly requested that the final UCP guidance states that

fully refundable charges are exempt from headline pricing requirements, provided they are disclosed early during the booking process.

The requirement to state the price for the entire minimum length of the contract

- 4.11 Around ten respondents argued that traders in the telecoms sector in particular should not be required to state the price for the entire minimum length of the contract, claiming that the current use of the monthly price as the 'total price' is compliant with the intentions and requirements of the DMCC Act. Some respondents asked the CMA to clarify that such existing practices are capable of meeting the statutory test for the 'total price' under section 230(2)(b) of the Act by providing a per month charge and a number of months for fixed period contracts, thereby allowing consumer to calculate the price for the entire minimum length of the contract themselves. Other specific requests and points were made by respondents, including a proposal for the CMA to discuss this further with Ofcom, as well as a request for a sector-specific exclusion.

Contract structures in the telecoms market which may make it difficult to comply with the requirement to provide the total price

- 4.12 Some respondents provided views relating to contract structures in the telecoms market, which due to the nature and characteristics of the market (such as tiered contracts, variable contracts, and mid-contract price increases), may make it difficult to comply with the requirement to provide the total price that the consumer will necessarily incur over the course of the contract.

What constitutes a 'realistic, meaningful, and attainable' indicative price

- 4.13 Five respondents commented on the need for clarity on what constitutes a 'realistic, meaningful, and attainable' indicative price. Specifically, respondents requested further clarity on acceptable methods for communicating 'indicative pricing' (for example in cases involving fluctuating resort fees or variable local taxes).
- 4.14 One of the respondents asked for clarity on how the CMA would treat manufacturer-recommended prices vis-à-vis final prices set by franchised dealers.

The tourism industry

- 4.15 A large number of respondents commented that the final UCP guidance would be enhanced by additional illustrative examples relating to the tourism industry, specifically covering the online booking of holiday accommodation.

The common commercial practices of leisure operators

- 4.16 One respondent requested that the CMA provide further illustrative examples in the final UCP guidance which recognise the common commercial practices of leisure operators, such as how to display a joining fee on different types of contracts at a gym.

The property and estate agency sectors

- 4.17 Six respondents commented that the final UCP guidance should include additional illustrative examples relating to the property and estate agency sectors. In particular, there was interest in additional guidance on the inclusion of taxes, service charges, stamp duty, ground rent and other fees (relevant to property transactions) in the total price.

The presentation of delivery charges

- 4.18 Around ten respondents made submissions in relation to the presentation of delivery charges, for both variable and fixed delivery charges. There was particular interest in basket-based charges, fixed delivery charges, transaction fees, free delivery on orders above a certain value, different sales channels, and other complexities.

Charges that cannot reasonably be calculated in advance

- 4.19 Eight respondents sought additional information about how the price should be presented to consumers when 'if owing to the nature of the product, the whole or any part of the total price cannot be reasonably be calculated in advance' and one asked also in relation to how to present 'indicative pricing'. One requested additional examples of what is 'reasonably impossible'. Some respondents also requested that the CMA clarify that there is no requirement to display all potential charges with equal prominence to the base price but only the information to enable consumers to calculate the price where a total price is not calculable in advance.

The treatment of mandatory, one-off fees

- 4.20 Six respondents requested further clarification on the treatment of mandatory, one-off fees. Specifically, how to present such fees when they apply to an entire basket in a transparent way while being accurate and not causing confusion to the consumer.

Space limitations and level of detail

- 4.21 Eight respondents commented that space limitations in marketing touchpoints make it difficult to provide every detail to consumers in short-form communications. Furthermore, they explained that overloading consumers with unnecessary details could detract from the overall user experience and unfairly impact competition. Several specific examples and clarifications were requested.

5. Fake consumer reviews (consultation question 4)

Comments on structure, clarity and usability

Summary of responses

- 5.1 One respondent suggested that Annex B on fake consumer reviews be moved to the main body of the final UCP guidance, to avoid this important content being overlooked.

The CMA's views

- 5.2 The CMA has decided to publish the guidance on fake consumer reviews as a standalone document to reflect its importance. This will enable those for whom it is relevant to access the information they need easily.

Level of detail

Summary of responses

- 5.3 Two respondents commented on the level of detail in the draft UCP guidance from paragraphs B.31 through to B.53, suggesting that it was dense and difficult to follow, particularly for businesses without access to expert legal advice. These respondents suggested that the CMA consider ways in which this section of the final UCP guidance could be communicated more clearly, such as by adding practical examples of compliance and non-compliance. One of the respondents also asked the CMA to include additional examples covering the most common sectors.
- 5.4 One respondent stated that the final UCP guidance should include practical advice for smaller operators who may lack the resources of larger platforms to implement robust review management systems.

The CMA's views

- 5.5 The CMA has amended the fake reviews guidance, with the aim of making it easier to follow in terms of both structure and the language used. The CMA has also decided to publish a short guide⁷ to help businesses who publish

⁷ The CMA's 'Short guide for businesses: publishing consumer reviews and complying with consumer protection law' can be accessed [here](#).

consumer reviews or consumer review information to apply the framework for complying with the proactive duty to take reasonable and proportionate steps to prevent and remove banned content (for example, fake reviews).

Requests for the CMA to proactively engage with businesses and consumers

Summary of responses

5.6 Two respondents made requests for the CMA to carry out educational campaigns to raise awareness of the new requirements among both businesses and consumers. One of these respondents suggested that the CMA should publish templates for policy and risk assessments to help small businesses comply, as well as providing them further clarity on the frequency and detail of such assessments.

The CMA's views

5.7 The CMA recognises that new provisions may require changes to systems and compliance programmes, so for the first three months of the new regime (until July 2025) the CMA will focus primarily on supporting businesses with their compliance efforts rather than enforcement action.

5.8 In addition, the CMA is committed to engaging constructively with businesses at conferences, seminars, and roundtables both to support business compliance and to ensure the CMA can consider what additional materials it can offer that businesses would find useful. Similarly, close engagement with consumer groups and hearing the consumer voice will remain a central aspect of how the CMA works.

Comments on the meaning and scope of definitions

The meaning of 'genuine experience'

Summary of responses

5.9 One respondent noted that the CMA should clarify that a 'genuine experience' may include reviews of products or traders, even if the experience was not completed in its entirety or paid for by the reviewer.

The CMA's views

5.10 The CMA agrees that a 'genuine experience' may include reviews of products or traders, even if the experience was not completed in its entirety or paid for

by the reviewer. As such, the CMA has amended paragraph 2.7 of the fake reviews guidance to include the following: 'Neither is a review fake because it relates to experiences that have not been paid for or completed by the reviewer. For example, a review of a gift purchased by a friend of the reviewer or of an experience (for example, a hotel stay) which was cut short because the reviewer felt unsafe can still be considered a genuine review.'

- 5.11 The previous paragraph B.41(a)(i) from the draft UCP guidance, has also been amended in paragraph 8.19(a)(i) of the fake reviews guidance to: 'It may also involve allowing users to submit a review only if it is possible to verify that they have used or attempted to use the product in question. Publishers should not prevent users from leaving reviews merely because they have not bought the relevant product themselves (for example, where it is received as a gift).'

Factual accuracy

Summary of responses

- 5.12 One respondent asked the CMA expressly to confirm whether the assessment of whether or not a review is fake should be based on whether agreement can be reached about the factual accuracy of its contents. As such, they suggested that further clarification should be added to paragraph B.43, arguing that this paragraph introduces an objective test into an area (online reviews) that is inherently subjective and that it contradicts the definition of fake reviews as not based on a 'person's genuine experience'.

The CMA's views

- 5.13 It will not always be the case that a dispute in relation to factual accuracy indicates a fake review. Whether the review is in fact fake will be fact dependent. The CMA has amended paragraph 8.21 of the fake reviews guidance to reflect this and the wording from paragraph B.43 of the draft UCP guidance has been changed to: 'In other cases (such as where there is a genuine dispute about the facts set out in a review possibly suggesting that the review is fake) forming a definitive view may be more difficult.'

The definition of 'incentivise'

Summary of responses

- 5.14 Several respondents commented generally that the scope of definition of 'incentivise' within the draft UCP guidance was too broad and unclear, with some respondents arguing that it should be subject to a de minimis threshold.

Two respondents suggested that the CMA should exclude minor incentives, such as loyalty points, coupons, generic discounts, or other price reductions from the scope of disclosure requirements to target incentives offered specifically to encourage positive or negative reviews and to prevent over-regulation of low-impact incentives.

- 5.15 Four respondents argued that ‘having a financial interest in the trader or the product being reviewed’ and ‘having any commercial link with the trader being reviewed’ are broad concepts which need to be clarified in the final UCP guidance. On the latter point, one respondent suggested that the CMA revisits this sentence to ensure that legitimate and authentic reviews of business-to-business transactions can be included without being identified as ‘incentivised’.
- 5.16 One respondent asked for the terms ‘financial interest’ and ‘commercial link’ to include a focus on explicit offers of financial or commercial incentives offered in exchange for reviews. Another respondent suggested amending ‘having a financial interest in the trade or the product being reviewed’ to ‘significant financial interest’ or similar wording to ensure that this provision does not capture, for example, an authentic consumer that happens to hold a small number of shares in the company that they are reviewing and may not have revealed this to the publisher.
- 5.17 Additionally, one respondent requested further clarification on the following specific scenarios: (1) whether merely emailing and asking a customer to leave a review counts as an incentive; and (2) whether offering a customer the chance to win a £50 voucher in return for a review is considered an incentive.
- 5.18 Three respondents commented that the scope of definition of ‘incentivise’ should be clarified to explain whether reviews left by employees in their capacity as consumers, and without any other form of incentivisation, would be required to be flagged as ‘incentivised’ simply because they were left by an employee.

The CMA’s views

- 5.19 The DMCC Act defines a consumer review that conceals the fact that it has been incentivised by reference to whether it has been ‘commissioned’, which is itself defined to include incentivising. For greater clarity, the fake reviews guidance has been amended to use the term ‘commissioned’ (and similar) in a number of places where the draft UCP guidance referred to ‘incentivising’ (and similar).

- 5.20 The DMCC Act does not provide for a de minimis threshold in relation to consumer reviews that have been incentivised. Therefore, the CMA has made no changes to the fake reviews guidance in relation to so-called ‘minor’ incentives.
- 5.21 The CMA has included the following text in paragraph 3.6 of the fake reviews guidance in relation to when emailing consumers for reviews will be permissible: ‘Reviews that reflect a person’s genuine experience of a product or service are allowed. There are many instances in which traders may want to encourage the submission of reviews, such as to gather feedback on the performance of products and/or customer satisfaction more generally. Doing so without predetermining the contents or sentiment expressed in the review, for example by merely emailing customers generally to ask if they wish to provide a review, is not prohibited under the banned practice.’
- 5.22 The CMA considers that the question of whether offering a customer the chance to win a voucher in exchange for a review constitutes incentivisation depends on the context. If the customer is offered the chance to win a voucher after leaving a review, this would not be considered incentivisation. However, if the customer is offered the voucher directly in exchange for a review, then the CMA would consider this incentivisation. To clarify this point, the CMA has included vouchers under the list of examples in paragraph 2.10 of the fake reviews guidance.
- 5.23 The CMA does not consider that offering consumers who leave a review the chance to earn a reward, such as through a prize draw, is likely to constitute commissioning, as long as entry into the prize draw is not conditional on the contents of the review. As such, the fake reviews guidance has been amended to include the following footnote (footnote 8) to paragraph 2.10: ‘Note that offering the chance to earn a reward which does not guarantee a direct benefit for the reviewer (for example, traders may encourage consumers to leave reviews by telling them that they will be entered into a prize draw) is unlikely to amount to commissioning in the context of the banned practice.’
- 5.24 To clarify this situation with respect to employees or those with a ‘financial interest’ or ‘commercial link’ who provide reviews, the CMA has inserted a new paragraph (paragraph 4.6) in the ‘omitting information relevant to how reviews have been written’ section of the fake reviews guidance which states: ‘Withholding information relevant to the circumstances in which a review has been written may be misleading. This includes practices such as not telling consumers or hiding that reviews have been incentivised. It will include a situation where the reviewer has a financial interest in the trader or the product being reviewed (for example is an employee or shareholder of the

trader) or has a commercial link with the trader (for example is a supplier of the trader).'

Excluding incentivised reviews which are representative of genuine experience from ratings or rankings

Summary of responses

5.25 Two respondents commented that the CMA should reconsider whether incentivised reviews that are representative of genuine experience should be excluded from ratings or rankings. These respondents argued that excluding incentivised reviews from aggregated scores is unnecessarily restrictive and risks reducing the value of review platforms for consumers.

The CMA's views

5.26 The CMA has removed this paragraph following the steps it took to make the drafting more accessible. The CMA recognises the position here is nuanced and there may be multiple ways in which publishers can comply with their obligations, with removing the incentivised reviews from aggregated information such as rankings being just one of them. The CMA has therefore explained at paragraph 4.7 of the fake reviews guidance that where incentivised reviews are being published the publisher must 'take appropriate steps to prevent incentivised reviews from misleading customers.'

Disclosure of incentivisation

Summary of responses

5.27 One respondent argued that the manner, format, and wording used in disclosures should be left to the discretion of platforms hosting the reviews, allowing for flexibility in how disclosure is implemented whilst maintaining transparency.

5.28 One respondent commented that in regard to labelling incentivised reviews, the requirement should be further qualified in the final UCP guidance, especially in the context of host providers who do not know if users have been incentivised by third parties, and search engine linking to hosts of reviews, who are two levels from the source.

The CMA's views

5.29 The CMA has amended the fake reviews guidance to address these comments. The examples given for 'submitting concealed incentivised

reviews' have been updated and footnote 15 has been amended to state that: 'The fact that reviews have been incentivised should be made apparent. The CMA has published guidance for those who post incentivised reviews, endorsements etc. setting out examples of how to label these correctly and ensure they are clearly identifiable: [Hidden ads: Being clear with your audience - GOV.UK](#) and [Hidden ads: Principles for social media platforms - GOV.UK](#).' These changes ensure that the fake reviews guidance is less prescriptive, while still providing non-exhaustive resources to support businesses in complying with their legal obligations to make it apparent that reviews have been incentivised.

Requests to widen the scope of publishing consumer reviews in a misleading way to explicitly cover additional practices

Summary of responses

- 5.30 One respondent commented that 'publishing consumer reviews in a misleading way' should be expanded to explicitly cover and prohibit additional practices. The respondent stated that this should address situations where review platforms allow companies to select the reviews that are presented to consumers, for example Trustpilot, which has a 'Trustbox' widget that only selects the best reviews which appear on a company website.
- 5.31 Furthermore, the respondent asked the CMA to address the practice of only asking for reviews if a purchase has been completed, which means that consumers are not given the chance to review how cancellation and refunds were dealt with.
- 5.32 Finally, they requested that the CMA addresses the practice of review platforms allowing companies to stop and start review invitations on request.

The CMA's views

- 5.33 The CMA has amended Chapter 4 of the fake reviews guidance to provide additional examples to cover some of these points as it considered appropriate. Paragraph 4.4 has been amended to include 'arbitrarily stopping and starting review invitations' as an example of suppression reviews. The CMA has added an explanation in paragraph 4.5 which states that cherry picking positive reviews for publication over negative ones, which amounts to publishing consumer reviews in a misleading way, 'might also involve selecting only favourable reviews to be presented or highlighting certain positive reviews when these do not reflect the experience being reported by reviewers overall.'

Presenting the reviews of different products to consumers and outdated genuine reviews

Summary of responses

- 5.34 One respondent requested the CMA provides clarification on the circumstances in which the CMA would consider it misleading to present to consumers the reviews of a different product or a different sized product where it is otherwise identical or a different colour.
- 5.35 Three respondents asked the CMA to specify within the final UCP guidance what actions (if any) traders are required to take to update and/or remove outdated genuine reviews, should the products they describe change over time.
- 5.36 One respondent asked whether it would be sufficient to ensure that reviews are ordered chronologically so that consumers could use the review date to judge whether its contents were still relevant or whether such previous reviews would be considered misleading, should the product change over time.
- 5.37 One respondent sought clarity on identifying the creator or author of review hijacking, review merging, catalogue abuse or similar behaviour as the party who would be in violation of the prohibition.

The CMA's views

- 5.38 The CMA has amended the fake reviews guidance to provide further clarification on these points. New paragraphs on 'catalogue abuse' have been included in paragraphs 4.8 and 4.9 of the fake reviews guidance which state:

'The practice of "catalogue abuse", sometimes known as review hijacking or review merging, involves presenting reviews of a different product as relating to the product a consumer is considering. Where such practices are used, it is most likely for consumers to be misled where two (or more) different products have their reviews merged to boost one product's rating and review count when there are material differences between the products.

If, however, the consumer's experience is likely to be materially the same irrespective of any differences in the specifications of otherwise equivalent products, shared reviews between the products are more likely to comply. Therefore, determining whether it would be appropriate to merge reviews for the different specifications of the

same product would depend on the extent to which any differences result in practice in a materially different experience for the consumer. For example, where different sized products were produced to a different quality standard, merging the reviews in this instance could mislead consumers and is, therefore, less likely to comply.'

- 5.39 The CMA does not consider the potential liability for platforms is exhausted by taking reasonable steps, if they also publish reviews or review information in a misleading way, they will fall foul of paragraph 13(2) of Schedule 20 to the DMCC Act. The term used – 'publishing' – is the same in both subparagraphs (2) and (3) and the CMA does not see a basis for limiting liability to subparagraph (3) of Schedule 20 to the DMCC Act.

The use of reviews in advertising

Summary of responses

- 5.40 Two respondents commented on the use of reviews in advertising, specifically that the media-neutral text of the banned practice (and the definition of publishing in a 'misleading way') suggests it could be applied to advertisements in a variety of different media, for example a broadcast teleshopping ad, a poster or a magazine ad that featured a selected, positive customer testimonial – with the effect that the advertisement would also have to feature negative reviews for balance, if the company did not only receive positive reviews.
- 5.41 One respondent argued that consumers are not necessarily likely to expect that the positive review chosen to feature in an advertisement wholly reflects the entirety of reviews and opinions received about the product, and therefore further consideration is needed in this area to account for other types of media.
- 5.42 Another respondent requested that the CMA confirms in the final UCP guidance that the use of testimonials is not a banned practice under the DMCC Act, provided that they are compliant with the incentivisation requirements and reflect genuine experience.

The CMA's views

- 5.43 The fake reviews guidance cannot cover every single scenario that may arise across industries. The fake reviews guidance therefore sets out the principles for traders and publishers to interpret. The CMA has added an explanation in the fake reviews guidance which states that cherry picking positive reviews for publication over negative ones, which amounts to publishing consumer

reviews in a misleading way, 'might also involve selecting only favourable reviews to be presented or highlighting certain positive reviews when these do not reflect the experience being reported by reviewers overall.'

Protecting consumers against review suppression

Summary of responses

5.44 One respondent asked for the final UCP guidance to be expanded to better address bad actors by incorporating provisions that ensure consumers are protected against review suppression via threats of harm or legal action.

The CMA's views

5.45 The CMA has expanded the fake reviews guidance to cover additional examples, as per the respondent's suggestions. Paragraph 4.4 has been amended to include the following clarification on this:

'While it is important to suppress fake negative reviews, suppressing genuine negative reviews is problematic. Traders should not:

- (a) interfere with the ability and willingness of reviewers to leave negative reviews in the first place such as:
 - (i) through threats of harm or legal action'.

Dissuading consumers from leaving negative reviews

Summary of responses

5.46 One respondent stated that the practice of a trader making an offer of resolution contingent on a consumer not leaving a negative review may merit further consideration within the final UCP guidance.

The CMA's views

5.47 The CMA agrees with this point and has therefore added the following clarificatory wording to paragraph 4.4 of the fake reviews guidance:

'While it is important to suppress fake negative reviews, suppressing genuine negative reviews is problematic. Traders should not:

- (a) interfere with the ability and willingness of reviewers to leave negative reviews in the first place such as:

...

(iv) by making an offer of dispute resolution contingent on a consumer not leaving a negative review etc.'

Protection against retaliatory or coercive reviews

Summary of responses

5.48 One respondent asked the CMA to clarify how businesses can protect themselves against retaliatory or coercive reviews. The respondent provided examples, such as reporting reviews that appear retaliatory or made under duress, providing evidence of threats during the review moderation process, and taking reasonable steps to respond to reviews publicly without breaching consumer protection laws.

The CMA's views

5.49 The CMA acknowledges this observation and has amended paragraph 8.22 of the fake reviews guidance as follows (emphasis added):

'It is important that such investigations are conducted proportionately to the circumstances and reasonably timely to ensure that:

(a) there are no unreasonable delays before publication of genuine reviews,

(b) genuine reviews (**particularly genuine negative reviews**) are not removed merely because a trader objects to the reviewer's assessment of their experience of the trader or their product,

(c) in respect of reviews which have already been published, there are no delays to correction or removal of banned reviews (**including fake positive and fake negative reviews**) and false or misleading consumer review information.'

Interaction with other legislative requirements

Summary of responses

5.50 Five respondents commented on global and UK alignment.

5.51 One respondent argued that the UK's approach should be aligned with international standards, including those established in the US by the Federal Trade Commission (the '**FTC**'), to simplify compliance for businesses

operating globally. One respondent asked the CMA to outline the factors which may trigger an obligation to disclose the ‘incentivised’ nature of reviews, particularly in cross-border contexts.

- 5.52 One respondent asked the CMA to consider with Ofcom how the risk assessment for illegal content under the Online Safety Act (the ‘OSA’) may overlap with the risk assessment for fake reviews described in the draft UCP guidance. Two respondents asked for the CMA to cooperate with Ofcom to prevent duplications with the OSA. Another respondent requested that the CMA allow companies to submit existing documentation generated for OSA risk assessments, rather than create a bespoke template for the UCP regime.

The CMA’s views

- 5.53 The CMA strives for consistency with international standards, where possible. However, the CMA must enforce the DMCC Act when it comes into force, so it cannot align exactly with the FTC, given that the laws and rules that they enforce may be different from those that apply in the UK.
- 5.54 It is for Ofcom to enforce the OSA. The CMA notes that Ofcom has produced a detailed guide on complying with the OSA.⁸ The underlying OSA legislation contains an explicit provision for risk assessments and how they should be conducted, including duties to keep records and submit risk assessments to Ofcom. There is no specific statutory requirement within the DMCC Act to conduct risk assessments in relation to fake reviews or to submit any risk assessments to the CMA. However, the CMA considers that publishers will need to conduct risk assessments in order to comply with the DMCC Act in practice, and the draft UCP guidance discussed this requirement as it is in line with the CMA’s enforcement practice to date and section 5.3 of the UK Government’s consultation on improving price transparency and product information for consumers.⁹ This content has therefore been retained within the fake reviews guidance.
- 5.55 It is for businesses to evaluate whether they can implement synergetic processes between the OSA and DMCC Act, so long as that ensures that the outcomes under the DMCC Act are achieved.

⁸ [Guide for services: complying with the Online Safety Act - Ofcom.](#)

⁹ [Consultation on improving price transparency and product information for consumers.](#)

The use of ‘publisher’ in other aspects of law

Summary of responses

5.56 Four respondents commented that the term ‘publisher’ has a very specific meaning in other aspects of law, such as the Defamation Act 2013. These respondents argued that the CMA should give explicit confirmation within the final UCP guidance that the use of the term ‘publisher’ therein is not intended to be understood in the same way as – or have any impact on – other areas of law where this term is defined more specifically.

The CMA’s views

5.57 The CMA has amended footnote 25 in the fake reviews guidance to make it clear that the term ‘publisher’ is not intended to have any impact on other areas of UK law where this term may be defined more specifically.

Data protection considerations

Summary of responses

5.58 One respondent commented that the final UCP guidance should be qualified by reference to data protection considerations.

The CMA’s views

5.59 The CMA does not consider it appropriate to provide advice on data protection considerations within the fake reviews guidance. However, publishers should take other legislation into account when considering what is reasonable and proportionate for them.

Potential overlap between banned practices 12 and 13

Summary of responses

5.60 One respondent asked the CMA to clarify when issues surrounding the identifiability of influencer marketing material on social media would be more appropriately assessed under the new prohibition on fake reviews, rather than banned practice 12.

The CMA's views

5.61 The CMA considers that the draft UCP guidance already made it clear that there is some overlap between banned practices and this language has therefore been retained in paragraph 1.4 of the fake reviews guidance:

‘These prohibitions are not mutually exclusive and they do not all have to be present for the banned practice to be infringed. The same set of facts can give rise to multiple infringements by one or more parties. The same set of facts can give rise to multiple infringements by one or more parties, including infringements of other banned practices and other unfair commercial practices contained in Chapter 1 of Part 4 of the DMCC Act (UCP provisions).’

Prevention and removal policies

Requests for the guidance to be less prescriptive

Summary of responses

5.62 Three respondents argued that the draft UCP guidance was too prescriptive and that the final UCP guidance should consider the varied types of publishers that the guidance impacts.

5.63 One respondent stated that the CMA's statement in the draft UCP guidance that ‘what is reasonable and proportionate will depend on the circumstances of each case’ must be given greater prominence in the final UCP guidance.

The CMA's views

5.64 The fake reviews guidance explicitly acknowledges that the specific steps that publishers should take to address fake reviews and what is considered reasonable and proportionate will depend on the circumstances of each case in the following sections of the guidance: paragraphs 8.4, 8.13, 8.14, 8.18, 8.25 and the section from 8.28 to 8.32.

The impact on platforms not specifically dedicated to hosting reviews

Summary of responses

5.65 A number of respondents requested clarity on how the UCP provisions will impact services or platforms not specifically dedicated to hosting reviews,

such as trader websites that reference or display consumer reviews obtained, verified or managed by a third-party review provider. For example:

- (a) One respondent asked the CMA to clarify whether there is an expectation for businesses to check syndicated reviews or whether the responsibility lies with suppliers. In a similar vein, another respondent sought clarity on who is responsible for monitoring and removing reviews where a review is published on a third-party website.
- (b) Another respondent argued that it would often be impossible to police reviews licensed or crawled from another website over which the publisher has no control. The respondent argued that consumers should understand that these third-party reviews originated from other sources and that third-party websites or platforms are subject to their own review obligations.
- (c) One respondent argued that platforms relying on third-party review providers should be permitted to depend on agreements to meet their commitments under the UCP provisions.
- (d) Another respondent sought clarity that a 'reasonable and proportionate' measure might involve relying on the resources and capabilities of a trusted, specialist third party to provide sufficient 'prevention and removal steps' in relation to banned reviews.
- (e) One respondent questioned the proportionately of requiring traders to implement a comprehensive policy and conduct risk assessments where they do not regularly publish reviews nor provide a specific platform for reviews. This respondent requested additional examples to clarify which proportionality considerations are relevant when developing a clearly identifiable review policy and conducting risk assessments.

The CMA's views

5.66 The CMA understands the concerns raised by stakeholders who are publishing reviews sourced from other platforms. The CMA has therefore amended paragraph 8.32(b) of the fake reviews guidance to state that:

'(b) the source of the consumer reviews or consumer review information – while the duty to take steps to prevent and remove banned reviews and false or misleading consumer review information is non-delegable and applies to all traders who publish consumer reviews or consumer review information, what is reasonable and proportionate would vary depending on whether a trader is directly

responsible for obtaining, verifying and managing reviews and information (namely, a ‘first-party publisher’ such as a review website) or ‘syndicates’ reviews and information (namely, a ‘second-party publisher’ such as a trader who displays on its own website ratings for its business given on a first-party publisher’s site).’

- 5.67 The fake reviews guidance also clarifies what publishers wishing to rely on prevention and removal steps carried out by third parties should do to comply with the legislation.
- 5.68 The CMA acknowledges that traders who infrequently publish reviews may be justified in taking a less intensive approach to tackling banned content. Paragraphs 8.14 and 8.15 of the fake reviews guidance clearly link the level of comprehensiveness required to the level of risk. The CMA considers that the fake reviews guidance provides for flexibility based on the circumstances of each case.

Reliance on user declarations

Summary of responses

- 5.69 Two respondents argued that platforms should be able to rely on user declarations and should not be required to proactively verify and monitor their activities, as in EU law.

The CMA’s views

- 5.70 While the EU’s rule on fake reviews may include the ability to rely on user declarations, this is not the approach taken in UK law, which requires reasonable and proportionate steps to be taken. The CMA does not consider that a user declaration alone would satisfy this requirement.

Factors used to assess compliance

Summary of responses

- 5.71 One respondent argued that the CMA should clarify that, for platforms with established practices, clarity should be given that these existing measures can be taken into account, rather than requiring businesses to start from scratch with new risk assessments.

The CMA's views

5.72 The CMA cannot comment on whether existing measures are already appropriate to comply with the DMCC Act. However, the fake reviews guidance has been amended to state at paragraph 8.6 that: 'Publishers who already have and apply a policy in relation to consumer reviews and consumer review information should assess the extent to which their existing systems and processes already achieve the purpose mentioned above and whether they should be enhanced accordingly.'

Separate review policies for third parties and users

Summary of responses

5.73 One respondent asks for clarity on whether the CMA expects publishers to have separate review policies applicable to: (1) third party traders, to ensure that they are taking steps to verify consumer reviews themselves; and (2) users who are posting reviews. The respondent specifically sought clarity on what happens if a third-party trader and a host platform have different policies on consumer reviews and which policy should take precedence in such cases.

The CMA's views

5.74 The CMA considers that the draft UCP guidance already covered the substance of this point, which has been retained in paragraph 8.10 of the fake reviews guidance. The CMA does not consider it appropriate to be prescriptive as to whether there needs to be one policy or separate policies in these cases.

The disclosure of policies and procedures

Summary of responses

5.75 Two respondents asked that the CMA clarify that publishers are not required to disclose policies and procedures when such disclosures would empower fraudsters to circumvent platform trust and safety measures.

The CMA's views

5.76 The CMA has amended the fake reviews guidance at paragraph 8.19(c)(i) (emphasis added) to reflect that notification systems should be 'coupled with an **internal** policy that sets out publishers' criteria for investigation of these reports and how they will make determinations.'

Internal evaluations

Summary of responses

5.77 One respondent stated that internal evaluations were not sufficiently defined within the draft UCP guidance, stating that it was unclear what the CMA expected from platforms. They argued that the level and frequency of risk assessment required would vary according to each platform's awareness of banned reviews and what measures they were already taking to mitigate them.

The CMA's views

5.78 The CMA has amended the fake reviews guidance to clarify that publishers do not need to adopt a separate, standalone process for internal evaluations, but that such evaluations could be undertaken as part of periodic risk assessments.

Recourse for the wrongfully accused to dispute claims

Summary of responses

5.79 One respondent stated that the CMA should not oppose sanctions, although it should ensure that there is enough opportunity for those wrongfully accused to dispute claims swiftly if they are identified inaccurately, so that the sales of their products and services are not affected.

The CMA's views

5.80 The CMA has amended what is now paragraph 8.26 of the fake reviews guidance to explicitly state that: 'The use of sanctions should be considered on a case-by-case basis, with regard given to whether and what particular sanctions would be reasonable and proportionate.'

Transparency reports

Summary of responses

5.81 One respondent argued that platforms should be expected to publish regular transparency reports and that these reports should provide a high-level description of the measures taken to tackle fake reviews and include statistics on the number of reviews removed at each stage of the process.

The CMA's views

5.82 The CMA does not consider it appropriate to require platforms to conduct regular transparency reports as this goes beyond the UCP provisions of the DMCC Act.

6. Any other topics or issues (consultation question 5)

Comments on the requirement to publish the contact details of traders and any persons on whose behalf the trader acts

Summary of responses

- 6.1 A large number of respondents expressed significant concerns about the impact of the requirement under the DMCC Act to disclose the contact details of any person on whose behalf traders are acting.
- 6.2 A large number of respondents argued that this requirement could negatively impact property owners within the short-term holiday let sector by increasing the risk of fraud, scams and phishing attacks, as well as posing security risks, such as theft and vandalism. Two respondents in the property and estate agency sector highlighted that property owners are usually private individuals who would not want their contact information to be widely displayed or otherwise provided to consumers at the marketing and early negotiation stages of a property transaction.
- 6.3 Several respondents argued that disclosing the full contact details of property owners would undermine the role of agencies, particularly small agencies, within the short-term holiday let sector. They argued this would lead to guests booking holiday lets directly with property owners, which would harm the commercial interests of agents and may also reduce consumer protections and services (such as by circumventing the measures taken by agents to process payments and cancellations, guest vetting and dispute resolution). Other respondents argued that this requirement could lead to agencies poaching each other's clients and that it would impose an ongoing administrative burden on agencies because they would need to ensure that the published contact details were accurate, up to date and compliant with the UCP provisions.
- 6.4 Several respondents asked the CMA to provide examples within the final UCP guidance of circumstances in which this requirement would be considered impractical, to specifically cover the circumstances in which the principles of context and marketing limitations would apply.
- 6.5 Four respondents recommended an exemption from this requirement for holiday let agencies acting on behalf of property owners, allowing them to act as intermediaries and to fulfil disclosure requirements by providing their own contact details. Another respondent suggests that property owners' details could be shared on request, after a booking has been made, and close to the booking start date (in case of cancellation pre-arrival). Another respondent

highlighted HMRC's Intermediaries Reporting Scheme,¹⁰ which proves that agents have verified the identities of property owners and that they are acting on their instruction to take bookings for the holiday accommodation they own. The respondent stated that they would agree to adopting a legal policy that states that agencies must hold this information but argued that there would be no benefit to publishing this information in the public domain.

The CMA's views

- 6.6 The draft UCP guidance factually sets out the provisions of section 230 of the DMCC Act in relation to the requirements to give the names and contact details of persons on whose behalf the trader is acting. The CMA notes the concerns expressed by respondents but considers them to relate to the scope of the legislation itself, rather than the CMA's guidance. Therefore, the CMA has not made any amendments on this point in the guidance.

Comments on the timescale for implementation

Summary of responses

- 6.7 A number of respondents expressed concerns about the timescale for implementation. Two respondents argued that in enforcing the DMCC Act, the CMA and other enforcement authorities should consider both the very short consultation period and the very short period between the final UCP guidance being published and the commencement of the UCP provisions of the DMCC Act. Another respondent suggested that the implementation date should either be pushed back or the CMA should avoid taking punitive action for a certain period of time to enable companies better to prepare in line with the final UCP guidance. Another respondent encouraged the CMA to take an educational approach to enforcement in the first instance as the new regulations are complex, especially around variable fee display, and the final UCP guidance is not likely to be available until close to the April 2025 implementation date.
- 6.8 Two respondents argued that a phased implementation period may ease the transition and allow businesses to adopt to the new regulations without unnecessary disruption. One respondent suggests that diverging from EU consumer protection frameworks adds additional complexity for businesses still adapting to post-Brexit changes.

¹⁰ [Employment intermediaries reporting requirements - GOV.UK.](#)

- 6.9 Several respondents requested for implementation to be aligned with the subscription contracts part of the DMCC Act, arguing that implementation in April 2025 would be unreasonable.
- 6.10 One respondent argued that traders may need a considerable period to make technological amendments to comply with the UCP provisions, especially if unit price changes were also required in the same period.
- 6.11 One respondent questioned the timing of the draft UCP guidance, given that the new Ofcom and ASA rules, have led to an additional, costly regulatory burden. The respondent argued that the CMA issuing the draft UCP guidance shortly thereafter demonstrates a lack of regulatory co-ordination.

The CMA's views

- 6.12 The CMA produced draft UCP guidance as quickly as possible once the Bill was settled, noting the late addition of the specific provisions on drip pricing following the UK Government's consultation in autumn 2023.¹¹ In line with a number of stakeholder requests, the CMA consulted on draft UCP guidance before the end of 2024 given the expected April 2025 commencement date. Although the specific provisions on fake reviews and drip pricing are new in the DMCC Act, both practices were covered by the Consumer Protection from Unfair Trading Regulations 2008 and have been the subject of enforcement action by the CMA and other enforcement agencies.
- 6.13 The timing for commencement of the different elements of the DMCC Act is a matter for Parliament and the UK Government, not the CMA. However, the CMA has also committed to publishing a separate document outlining its approach to direct consumer enforcement for the 12 months from 6 April 2025 when the consumer protection provisions in the DMCC Act will enter into force.

¹¹ [Government response to consultation on 'Smarter Regulation: Improving consumer price transparency and product information for consumers' - GOV.UK](#)

Other concerns

Suitable defences

Summary of responses

- 6.14 Four respondents commented on this topic. One respondent asked for further detail on taking reasonable steps, clarification that this does not mean taking every possible step, and confirmation that businesses need to have systems in place to make sure that these steps are actually working are welcome.
- 6.15 Another respondent welcomed the specific example included in paragraph 12.17 on demonstrating due diligence as a defence but suggested that the CMA shows what light touch evidence could be used to show due diligence in relation to other products and services to help smaller businesses comply.
- 6.16 One respondent argued that the draft UCP guidance did not provide much information regarding its approach to a 'due diligence' defence. The respondent suggested that it would be helpful if the CMA could provide examples of the steps it would expect a trader to take in order to prove that they 'took all reasonable precautions and exercised all due diligence to avoid committing the offence or to avoid someone under their control committing it' in accordance with section 238 of the DMCC Act.

The CMA's views

- 6.17 The CMA has streamlined Chapter 10 on offences. It will ultimately be for the courts to decide on a case by case basis whether the trader has taken sufficient steps. As such, the CMA has not provided further guidance on this.

Comments on the UK Government's growth agenda

Summary of responses

- 6.18 A number of respondents commented on the positioning of the draft UCP guidance within the broader context of the UK Government's growth agenda. One respondent argued that a heavy-handed approach to enforcement and a literal interpretation of the UCP provisions would only serve to undermine growth and innovation.
- 6.19 One respondent submitted that the guidance should not go beyond the legislation.

- 6.20 Another respondent stated that it is vital that there is one piece of final UCP guidance that all enforcers regard as the authoritative version, including the CMA, Trading Standards and the ASA.

The CMA's views

- 6.21 The CMA has been mindful to ensure its final UCP guidance reflects the legislation. It has also sought to include sufficient examples, as requested by respondents, to ensure predictability and enable businesses to understand further what the law requires of them.
- 6.22 The CMA is committed to engaging extensively with businesses to better understand the issues that they experience in practice and where they would find more guidance helpful, and also with consumer groups to understand where they think businesses are unclear on the law. The CMA will also work closely with other enforcement bodies in the consumer protection landscape to ensure its action is coherent, timely and supports growth and investment. This approach will enable the CMA to help businesses understand how to comply with consumer law, particularly on issues where there is little legal precedent or in innovative, rapidly changing sectors, to help pave the way for growth.

Comments on the addiction treatment sector

Summary of responses

- 6.23 One respondent sought several measures to be applied under the DMCC Act to patient brokering, which involves third-party marketers who profit from referring individuals to addiction treatment centres. These measures include: brokers disclosing financial incentives, clear disclaimers stating that brokers only refer specific types of treatment and a limited range of centres, mandating full disclosure of costs associated with treatment referrals, prohibiting brokers from using language associated with treatment, providing helplines, and ensuring broker independence to avoid misleading consumers, amongst several others.

The CMA's views

- 6.24 The CMA appreciates the concerns expressed relating to addiction treatment centres. However, the CMA considers it impracticable to provide specific examples in the guidance for every circumstance in every sector. Therefore, the CMA has not amended the final UCP guidance in light of this response.

7. List of respondents

1. Aberdeenshire Trading Standards
2. ABTA (the Association of British Travel Agents)
3. ASA (the Advertising Standards Authority)
4. Anonymous 1
5. Anonymous 2
6. Anonymous 3
7. Anonymous 4
8. Anonymous 5
9. Anonymous 6
10. Anonymous 7
11. Anonymous 8
12. ASSC (the Association of Scotland's Self-Caterers)
13. Awaze
14. Beside The Sea Holidays (1)
15. Beside The Sea Holidays (2)
16. Better Business Cornwall Initiative
17. BRC (British Retail Consortium)
18. BT Group
19. Classic Cottages
20. CMS Cameron McKenna Nabarro Olswang LLP
21. Coalition for Trusted Reviews
22. COBA (the Association for Commercial Broadcasters and On-Demand Services)
23. Community Leisure UK
24. Cornish Holiday Cottages

25. Cotswolds Hideaways
26. Cottages on the Coast
27. Crabtree & Crabtree
28. Dispute Resolution Ombudsman
29. Dorset Hideaways
30. Durrants Holiday Cottages
31. Economic Insight
32. EMCAT (the Ethical Marketing Campaign for Addiction Treatment)
33. ESPC UK Ltd
34. Euclid Law
35. FSB (Federation of Small Businesses)
36. Forever Cornwall Limited
37. Freshfields LLP
38. Google
39. Grove Cottages
40. Herbert Smith Freehills LLP
41. Herdwick Cottages
42. Hideaways Holidays Group Limited
43. Higher Wiscombe
44. Hostsmart
45. Hyperoptic
46. ISPA UK (The Internet Services Providers' Association)
47. Isle of Wight Hideaways
48. John Lewis plc
49. Kate & Tom's Ltd (1)

50. Kate & Tom's Ltd (2)
51. Linklaters LLP
52. Mobile UK
53. MPA (Motion Picture Association)
54. National Trading Standards Scams Team
55. Neilsons Solicitors and Estate Agents
56. Online Travel Coalition UK
57. Orion Holidays Ltd
58. Pack Holidays
59. PASC UK (the Professional Association of Self-Caterers)
60. Premier Cottages
61. Propertymark
62. RICS (Royal Institution of Chartered Surveyors)
63. Rural Retreats
64. Sawday's
65. Scilly Holiday Homes
66. SCOTSS (the Society of Chief Officers of Trading Standards in Scotland)
67. Scottish Tourism Alliance
68. STAA (Short Term Accommodation Association)
69. Sky
70. Skyscanner
71. Sleeps12.com (1)
72. Sleeps12.com (2)
73. SMMT (the Society of Motor Manufacturers and Traders)
74. SOLT (the Society of London Theatre) & UK Theatre

75. Society of Ticket Agents and Retailers
76. South West Tourism Alliance
77. techUK
78. The Property Lawyers Alliance
79. Three UK
80. Toad Hall Cottages
81. Tourism Alliance
82. Travel Chapter
83. Tripadvisor
84. Trustpilot
85. UK Cinema Association
86. UKCTA (UK Competitive Telecommunications Association)
87. UKHospitality
88. Wellies & Windbreaks
89. Which?
90. Wilkinson Estate Agency