

[techUK response to the CMA's draft guidance for business on price transparency](#)

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Overview

Our members support the CMA's aim of ensuring that consumers are provided with meaningful price information. However, we retain strong concerns that, as drafted, the Draft Guidance will mean businesses make changes to their pricing practices that overwhelm consumers with excessive or overly detailed information. Not only will this negatively impact the consumer experience, but will also increase the cost of doing business in the UK.

Our members already invest heavily in their customer journey to ensure the user experience is as smooth as possible. As we discuss in more detail in our response to Question 2, an overly complex and prescriptive set of requirements can actually incentivise companies to remove *all* pricing information from early-stage user interfaces so as not to be captured by the requirements. In attempting to clarify the position, the draft guidance has made it more confusing and prescriptive in unhelpful ways, because the examples do not account for the diverse nature of tech platforms. We believe it would be preferable for both consumers and traders for the guidance to set out clear, broad principles based on whether consumers are likely to be misled by the pricing practice, and charge traders with interpreting how these principles apply to their platforms.

Finally, we retain strong concerns regarding the proposed enforcement date for the matters covered in the guidance. As outlined in this response, the Draft Guidance appears to be pushing new market practices that aren't currently widespread, which will require businesses to make significant changes. It is not realistic to expect businesses to make product changes to comply with the guidance within the proposed timeframe in circumstances when the guidance has not been finalised, proposes significant departures from established price transparency practices, and may change from the draft already circulated. Failure to take this into consideration could lead to unnecessary yet unavoidable breaches of the regulation and damage business confidence in the CMA.

Q1. Do you have any comments on the **structure or clarity** of the Draft Guidance?

techUK would like to thank the CMA for its constructive engagement with our team and members in the lead-up to the publication of the Draft Guidance. The opportunity to provide early input helped surface several priority areas where our members had been seeking greater clarity - particularly around monthly pricing, where we were pleased to see the CMA adopt a more pragmatic and consumer-focused approach. The CMA's responsiveness and willingness to engage in dialogue has been appreciated. The Draft Guidance itself is comprehensive and well-organised. It is evident that the CMA is genuinely attempting to provide the industry with helpful and practical guidance.

However, we remain concerned that the latest guidance represents a continued 'drift' from the policy drivers behind the changes introduced at s230 of the Digital Markets, Competition and Consumers Act (DMCCA). We recognise that the CMA must work with the statutory test contained within the legislation, but the statutory mechanism used to combat recognised forms of drip pricing is drawn far wider than the regime's original intention, effectively prohibiting pricing practices that cause no consumer harm and are standard practice. In our view this was not the intention of the changes inserted into the DMCCA during its passage through

Parliament, which was to increase price transparency for consumers, display an all-inclusive total price in each and every invitation to purchase, with very few and narrow exceptions, will result in an overload of information for consumers that risks reducing price transparency.

While our members are supportive of measures to increase price transparency for consumers, the Draft Guidance applies the statutory test in a way that seeks to drive entirely new market practices rather than crack down on non-compliant outliers who seek to mislead consumers. Many of our members report that, in order to comply with the Draft Guidance, they would need to alter well-established user interfaces in ways that provide no discernible consumer benefit and, in some cases, result in confusing and misleading information overload. This creates the worst of both worlds - adding to the cost and complexity of doing business in the UK, without bringing any discernible benefits to consumers. We presume this was not the CMA's intention, but applying the '4 Ps' test, we urge the CMA to reflect on the overall proportionality of the current approach.

Our members strongly support the intentions of the regulations, but the Draft Guidance departs from these by setting a rigid benchmark, potentially suppressing innovation and reducing the clarity of information for consumers in a way that does not appear to be evidence-based. This is particularly notable from the example 'mock-ups' provided within the Draft Guidance, many of which provide little or no resemblance to practices that can currently be found on the market.

As a general guiding principle, while we support the CMA's aim of ensuring that consumers are provided with meaningful price information, there is a risk that the current Draft Guidance leads to consumers being overwhelmed with excessive or overly detailed information, particularly at early stages in the customer journey. It is important that the guidance supports a balanced, flexible and proportionate approach. In line with the CMA's objectives to drive growth by promoting competition, it is vital that the market continues to innovate and invest in their customer journeys, while also protecting the interests of consumers.

In a competitive marketplace, businesses are incentivised to innovate and improve their transparency to attract and retain customers. This dynamic naturally discourages practices that are not consumer-friendly, as such actions would lead to a loss of customers to competitors. The CMA's guidance should therefore ensure the right guardrails are in place to prevent businesses from engaging in genuinely harmful practices, while continuing to encourage innovation and allow positive market forces that promote consumer-friendly behaviour to flourish, rather than imposing an overly restrictive approach that could stifle such innovation. A more proportionate approach would give consumers the key information they need to make informed decisions, but without contributing to information overload or creating friction in the customer experience.

In light of the above, and in line with the CMA's approach to consumer protection, we would welcome continued dialogue between the CMA and industry to ensure proportionality and practicality in implementation. This includes opportunities for businesses and the CMA to align on adopting a principles-based approach to compliance, to clarify areas of uncertainty in the existing guidance and a readiness by the CMA to review its advice in line with the evolving needs of consumers and the market. We also urge the CMA to consider the practical issues caused by first mover disadvantage, given that the effect of the Draft Guidance will be to prohibit some well-established pricing practices that do not meet the definition of drip pricing.

Q2. Do you have any comments about what an **invitation to purchase** is (Chapter 2)?

techUK has some concerns about the breadth and practical implications of the CMA's proposed interpretation of an "invitation to purchase" as outlined in Chapter 2 of the Draft Guidance.

The current definition is overly expansive and risks capturing a wide range of commercial practices and customer interactions, many of which businesses would not consider invitations to purchase. In particular, we believe that the guidance strays too far into capturing general 'marketing' activities - areas where the link to a specific transactional decision is tenuous. This creates uncertainty and compliance challenges for businesses, especially given the CMA's new enforcement powers and ability to levy significant administrative fines.

As a result of this expansive definition, what we are seeing from some members is a move to try and avoid certain user-interfaces (particularly those at the early stage) being classified as invitations to purchase by removing all pricing information, thereby requiring the consumer to click through to obtain basic pricing information. This is driven entirely by a desire to avoid triggering the onerous price transparency requirements, which means that consumers are forced to be subjected to excessive pricing information the moment an interface is classified as a technical 'invitation to purchase'. Again, this does not help consumers, nor is it to the traders' advantage.

We recognise that the CMA does not control and cannot change the wording of the DMCCA, but we suggest that the Draft Guidance should seek to mitigate any unintended consequences of the statutory test, not aggravate it.

Moreover, the CMA's approach diverges notably from the narrower understanding found within EU consumer protection law, which treats an "invitation to purchase" as a specific form of advertising linked to a particular product and a clear price, rather than a general category that could include a wide range of marketing or promotional communications.

In techUK's view, the Draft Guidance should provide more flexibility to businesses around which invitations to purchase are 'key' in terms of the consumers' decision making, and therefore which trigger the full price transparency obligations. In practice there is a hierarchy of importance in terms of the multiple invitations to purchase that consumers encounter throughout the customer journey, and consumers will typically have an expectation of the point at which they should be presented with the total price. In our view the Draft Guidance is too rigid and does not reflect this point, suggesting that all invitations to purchase should be treated equally.

Q3. Do you have any comments about what needs to be **included in an invitation to purchase** (Chapter 3)? Is the guidance on when the presentation of prices might be misleading clear? Are there topics covered in this section that would benefit from further guidance?

techUK finds the guidance in Chapter 3 to be relatively clear in outlining the kinds of pricing practices that may be misleading. The examples helpfully illustrate how certain practices may fall short of the DMCC Act's requirements. However, we would refer the CMA to our response to Question 4 for further concerns about the interpretation and presentation of the "total price".

One area where we believe that Chapter 3 requires further clarification is in the treatment of optional fees that are frequently selected by consumers. Paragraph 3.6 suggests that where an optional charge is "reasonably foreseeable" for most consumers, it may need to be included in the total price. This effectively equates frequency of selection with mandatory status, which risks blurring the line between optional and non-optional costs.

We do not believe this approach is proportionate. For example, checked baggage in air travel may be commonly chosen, but it remains genuinely optional. Likewise, extended warranties, premium delivery, and service add-ons may be widely adopted but are not strictly necessary to purchase the core product. Treating these as potentially mandatory could mislead consumers by inflating base prices unnecessarily and reduce price comparability.

We therefore recommend that the CMA distinguish more clearly between charges that are truly mandatory (i.e. the product cannot be purchased or used as described without such purchases) vis-à-vis charges that are often chosen but not necessary for core functionality. This would provide businesses with clearer boundaries and reduce the risk of over-disclosure that could confuse, rather than help, consumers.

In addition, the Draft Guidance requires that the disclosure of information on how to calculate non-calculable parts of total price must be "as prominent" as the calculable parts. However, in the context of mobile based apps, it is not practical for that information to be given in every invitation to purchase with equal prominence as the price, especially where there are a number of charges which may be payable. We suggest that in such cases it should be sufficient for the existence of additional charges to be included with equal prominence, with the precise method of calculation within a tooltip /1 click away.

The average consumer is reasonably well informed, observant and circumspect, and will be familiar with the established market practices for particular sectors (for example, delivery charges for retail purchases, transaction fees for gig tickets and service fees for food delivery apps). While techUK supports transparency and accessibility of pricing information for consumers early in the customer journey, we do not consider that the average consumer needs (or would choose) to be provided with this vast amount of information in every single invitation to purchase – which risks information overload and eroding the customer experience. This is particularly the case for regular users of such everyday services. As long as the existence of additional fees is clearly communicated and information about how these are calculated is easily accessible (e.g. within a tooltip), there is little scope for consumer harm.

Q4. Do you have any comments about the core principles for what the ‘total price’ must include and what businesses need to do if it is not reasonably possible to calculate it (Chapter 4)? Are there topics covered in this section that would benefit from further guidance?

techUK has several observations about the treatment of “total price” in Chapter 4:

1. Definition of ‘total price’

First, as a general point, we strongly suggest that the Draft Guidance makes it clear that only the courts can decide what constitutes the ‘total price’. The CMA has clearly adopted a very stringent interpretation, but in our view the test should be applied in its factual context. Traders should be able to stand back and ask themselves whether consumers are being provided with the applicable total price at the relevant stage of the customer journey, without mandating that the pricing information must be provided in a specific form.

For example, in some cases it may be that the total price should be bundled into a single, headline price. In others, it may be appropriate and logical to split out different aspects of the costs (e.g. product and delivery fees) in such a way that the average consumer would still consider that they are being provided with the ‘total’ price.

Again, we remind the CMA that the reformulation of the rules under s230 of the DMCCA was designed to combat drip pricing (i.e. hidden charges added late in the customer journey). Provided that total charges are clearly presented ‘up-front’, traders should retain an element of discretion as to how that information is provided.

2. Limitations of time and space

We appreciate that the guidance acknowledges that the means of communication may limit how much information can be presented (Section 4.16). However, this section would benefit from further elaboration, particularly given the well-documented risks of information overload that flows from the new price transparency rules.

Specifically, in the context of in-app advertising or mobile-first interfaces, where screen space is limited and users are unlikely to scroll through long blocks of regulatory text, we would ask the CMA to clarify whether the required information could be provided via a tool-tip function or ‘1-click-away’ approach, where headline pricing is shown upfront and further pricing information is accessible via a prominent link, button, or sticky banner. Similarly, the CMA may consider permitting the use of QR codes, directing users to full pricing breakdowns.

These formats are already well established in many sectors and are more consumer-friendly than attempting to display long legal disclaimers in a confined space. Confirming that these approaches are compliant would help support innovation and maintain a good user experience without compromising transparency.

Q5. Do you have any comments about the guidance on specific types of charges and pricing (Chapter 5)? In particular:

a. Is the guidance on how businesses should **present ‘per-transaction charges’** such as administration or booking fees in early-stage advertising and on traders’ websites respectively clear? Is it clear when delivery fees will be mandatory? Are there additional means of providing this information to consumers that businesses may be able to use to comply with the UCP provisions, particularly in the context of how the prices are presented on a trader’s website/app, that the CMA should consider providing guidance on?

We recognise that the further guidance and mock-ups provided by the CMA are designed to help traders interpret the rules. However, we would expect the CMA to point to examples of good practice that already exist in the market, rather than creating mock-ups that bear little resemblance to the kind of user-interfaces that consumers and traders are accustomed to.

We recommend that the CMA makes clear that the examples contained in the guidance are for illustrative purposes only, and adopt a principles-based approach to compliance that traders can interpret and apply to their own platforms. In addition, we suggest that the CMA works in consultation with businesses to revise their examples to more accurately reflect the customer journey and pricing practices of digital platforms, such that they are ‘real world’ scenarios.

As to the specific examples provided:

- Figure 4, which suggests the use of floating baskets, is not practical, particularly for mobile-based websites/apps. Not only would incorporating this functionality be costly for businesses to build, it would significantly erode the user experience, specifically by making it more difficult and time consuming to scroll through/ browse a large number of items because the user interface would be too crowded and clunky. This is detrimental to both the business and the consumer. The CMA should consider reframing this so that a running basket total (which automatically) could be provided one click away. This way, a consumer could, at any time, click to “View Cart” to view their basket details on a separate screen where there’s enough space to outline the total price as well as an itemized breakdown of the items and applicable fees, without introducing a high level of inefficiency into the order experience.
- The pre-population of aggregated delivery (or other mandatory) charges in Figure 4 is also likely to lead to significant consumer confusion. As mentioned above, there are certain established market practices which consumers expect and are within the bounds of those which greater transparency should be given – for example, making sure delivery costs are made clear at every step of the journey (e.g. in banner at top of page) and shown on the checkout page and/or a running- total basket page (as suggested above) as soon as one item is added to the basket. Communicating all mandatory charges in a lump sum, where a company or platform has more than one fee that could apply, provides no context for consumers around when and why certain fees are applicable. For example, where certain fees only apply to a particular basket limit (e.g. small basket fees), the fee should be specified in a separate line item, so consumers understand that it will only apply for small orders and can make an informed transactional decision about whether or not to add more items to their order.

Another example, relevant to platforms in particular, would be with respect to fees charged by and paid to a merchant rather than the platform (e.g., bag fees). Similarly, where applicable, this fee should be outlined separately from other fees, in order to communicate its purpose and relevance to consumers, so that consumers don't mistakenly associate this type of fee with the services being provided by the platform.

- Figure 6, which envisages the use of a pop-up every time an item is added to the basket to confirm the impact on a consumer's basket, is likely to be equally detrimental to the user experience where orders made by consumers are of a large number of items – for example a grocery or food delivery service. This constant pop-up – or, in the case of Figure 4, an irremovable floating basket – is likely to make the consumer feel overwhelmed with information and will result in a cluttered and inefficient order experience.

In light of the likely detrimental knock-on effects for both traders and consumers of the examples provided (which, as far as we understand, have not been subject to any impact assessment), and as set out above, we strongly recommend that the CMA reconsider its approach and in particular, refocus its guidance around providing transparent, upfront disclosure of mandatory fees, as well as detailed total basket information proximate to (but not on top of) the order screens where space is limited (i.e., for mobile applications and websites).

b. Is the guidance on how businesses should present '**delivery fees**' in early-stage advertising and on traders' websites/apps respectively clear? Is it clear when delivery fees will be mandatory? As above, are there other ways of providing this information to consumers that the CMA should consider providing guidance on?

Intent of the legislation in relation to delivery charges

During our engagements with DBT prior to the passage of the Act, there had been a shared understanding that, while some delivery fees are mandatory, they are often also variable and therefore cannot reasonably be included in the upfront headline price. Within the Act itself, Section 230(2)(g) explicitly lists delivery charges *separately* from the total price in 230(2)(b), while 230(4) does not expressly reference delivery charges when discussing mandatory fees. This suggests that Parliament may not have intended for delivery charges to be bundled into the total price.

The CMA's Draft Guidance, particularly paragraph 4.4, appears to take a more prescriptive approach by treating delivery fees as part of the total price by default. Given the complexity and variation in delivery pricing (including the two areas discussed below), we believe that requiring businesses to always 'bundle' delivery fees into the headline total price is at odds with the original legislation. A more effective and flexible approach - particularly in early-stage advertising or dynamic online environments - would be to simply require businesses to *clearly explain how delivery fees are calculated* and ensure that this information is *prominently presented*, with easy access to information about any calculable part of the total price.

This approach is consistent with the wider principle (also present in the final guidance) that if the total price cannot reasonably be calculated in advance, traders should provide the information necessary to allow consumers to understand and estimate those charges themselves.

In digital contexts - especially on mobile devices or in-app advertisements with limited screen real estate - this could be achieved through expandable disclosures, clickable elements, sticky banners, or linked pages that are one step away from the price display. These methods balance consumer transparency with a practical user experience.

Beyond this proposed rethink at the principles level, we would also like to highlight two practical challenges that members have identified having reviewed the Draft Guidance.

Determining whether a delivery charge is mandatory or not

Paragraph 5.11 states that delivery charges are considered mandatory only when in-person collection is not possible. However, this leaves ambiguity in several common real-world scenarios. For example:

- If a consumer voluntarily selects delivery early in the purchase process, does that then make the delivery fee mandatory for the purposes of the total price calculation, even though collection had been, and remains, an option?
- Conversely, if in-person collection is technically available (e.g. from a national warehouse), but is impractical or unlikely to be chosen by most consumers, does this mean the delivery charge is still considered optional?

Which delivery charge to present

There are further practical challenges in determining *which* delivery price should be displayed. Delivery options - and associated costs - often vary by consumer location, order size, delivery method (e.g. home vs. locker), and membership status. For example, some consumers may have easy access to InPost lockers or local collection hubs, with lower or even zero-rated delivery charges. However, these options may not be available nationally, or to the majority of consumers. Does this mean that the business must default to showing a higher nationwide delivery fee, even though many consumers will pay less? This could misrepresent the realistic price for many users, reduce pricing competitiveness, and make it harder for consumers to compare across platforms.

This challenge is particularly acute for online marketplaces that connect different traders and buyers but do not themselves arrange for delivery of goods. For several platforms, the final decision on the shipping service does not depend on the marketplace, but on the choices of the seller and buyer. Accordingly, adding the cost of delivery to the headline price from the very beginning will generate a lot of friction for users and potentially mislead them as to what is the actual price of the product is and what the various shipping options and accompanying costs can be.

c. Is the guidance on how businesses should present **‘local charges and taxes’** in early-stage advertising and on traders’ websites/apps respectively clear? This guidance reflects the guidance that the CMA has previously provided in relation to car rental and online hotel booking, is it helpful for businesses to have this consolidated in the Draft Guidance?

We welcome the consolidation of previously issued guidance relating to local charges and taxes into this Draft Guidance - having a single reference point is helpful for businesses operating across multiple sectors and platforms. However, we believe that several aspects of this section, particularly relating to the treatment of fees paid later in a foreign currency, would benefit from further clarification and flexibility.

The guidance currently requires that local charges - such as resort fees or tourist taxes - be included in the total price, even when they are payable locally in a foreign currency. While these charges are indeed *mandatory*, it is often difficult for businesses to calculate an exact sterling (or other purchase currency) value at the point of booking, especially when the relevant exchange rate may fluctuate between the time of booking and payment.

If the exchange rate changes significantly before the consumer pays the local charge, the originally presented “total price” may no longer be ‘achievable’, which appears to contradict the CMA’s requirement that prices must be realistic, meaningful and attainable. In these circumstances, we believe it would be reasonable, and indeed preferable, for businesses to use ‘*approximate*’ pricing language (e.g. “approximately £X including local taxes”) based on clearly disclosed assumptions.

At present, the guidance appears to imply that businesses may need to reference an actual exchange rate, which is not standard industry practice and may create a disproportionate compliance burden, particularly for smaller businesses or booking platforms. Implementing live FX rate feeds would often require new infrastructure (e.g. APIs or third-party integrations), which may not be commercially viable or proportionate to the value of the transaction.

We therefore recommend that the final guidance allow businesses to comply by providing a *reasonable approximation* of the total price, clearly labelled as such. This approximation would explain how the price was estimated (e.g. using current exchange rates); and could optionally link to further information on what is meant by “current exchange rate” or to the trader’s standard methodology for estimating foreign currency values.

d. Is the guidance on how businesses should present **‘monthly pricing’** clear?

techUK welcomes the improvements made to this section of the guidance. It is clear that the CMA has taken on board previous feedback recognising that consumers often compare and shop based on monthly pricing, particularly for services like broadband, mobile plans, and memberships. The flexibility to present a monthly price as the ‘total price’ (provided key conditions are met) is helpful and more aligned with consumer behaviour and expectations.

However, there are still some areas where additional clarification is

- In some examples, such as the gym membership case study, the guidance still suggests that the total price for the full year must be included, even when the consumer is primarily engaging with a monthly payment structure. While we understand the need for transparency about long-term commitments, there is a risk that early-stage advertising becomes cluttered or confusing, particularly where the consumer is not required to pay the full annual cost upfront. We encourage the CMA to confirm that the ‘total monthly cost’ may be the *primary* price shown, provided that the minimum term and total cost over that period are made *available* before contract completion.
- Many service contracts today include inflationary price adjustments during the contract term. The guidance does not currently address how businesses should present monthly prices where such changes are built in. For example, is it sufficient to state that the monthly price “may increase in line with CPI/RPI”? We would welcome explicit guidance on how to present variable or inflation-linked pricing, so that consumers are informed without being overwhelmed by speculative calculations.
- There is also complexity in how businesses should present incentives such as a reduced fee for the first 3 months, where the consumer is free to cancel at any time. If a contract is rolling, it is not clear whether the “total price” must reflect the full amount that would be paid assuming the customer remained subscribed for a typical period, or whether it's acceptable to highlight the discounted rate clearly as part of a promotional offer. Clarity is needed to ensure that legitimate introductory discounts are not discouraged, particularly in competitive markets where such promotions are widespread and expected by consumers.

Finally, techUK notes that sectors such as telecoms and financial services are already subject to detailed pricing disclosure requirements under Ofcom and FCA rules, including requirements to present effective monthly costs, APRs, and total charges over time. To avoid duplication and confusion, we believe the CMA should clarify that where existing regulatory regimes already govern price transparency, those should take precedence or provide an exemption to the Guidance in question, as is the case under the DMCC’s subscription contracts provisions. This would allow businesses to continue meeting sector-specific obligations without having to reconcile competing or overlapping requirements.

e. Are there **other types of charges or pricing** that the CMA should consider providing specific guidance on?

Members would welcome specific guidance on bundled pricing, particularly in the telecoms sector where device and service plans (e.g. handset plus data, calls, and texts) are commonly offered together. These bundles may be presented as a single monthly price or split into separate device and airtime charges, raising questions about how the total price should be calculated and displayed - especially in cases involving inflation-linked pricing, early termination, or the ability to retain the device after cancelling the service.

Given that Ofcom already regulates aspects of this, it would be helpful for CMA guidance to align with existing regulatory frameworks. More broadly, bundled pricing is common across sectors (e.g. broadband + TV, hardware + software), and a clear, cross-sector framework for how and when to present the total price and its components would be valuable.

Q6. Do you have any comments on the **illustrative examples** provided in the Draft Guidance? Are there any areas where you think additional examples could usefully be reflected in the Draft Guidance?

No comment beyond the examples referenced in our responses. . While we acknowledge that these have been produced to help traders visualise the CMA's guidance, on the whole they do not provide an accurate representation of digital pricing practices and are therefore an unrealistic benchmark for businesses. We urge the CMA to ensure that each example provided is based on current good market practices, not idealistic outcomes that the CMA would like to achieve. As mentioned, we believe the guidance should and to clarify that these are provided for illustrative purposes only with traders free to determine how those principles in the guidance are applied in practice to their particular circumstances.

Q7. Do you have any other comments on topics not covered by the specific questions above?

Platform liability - specifically, where a business is hosting or presenting third-party content but is *not* the original source of pricing information. For example, in online marketplaces or app stores, it remains unclear whether and to what extent the hosting platform is responsible for the accuracy or presentation of prices provided by third-party sellers. This is a significant and complex issue for digital platforms, and we encourage the CMA to provide further clarity on the scope of liability in these scenarios, including how responsibilities are expected to be allocated between platforms and traders.

As outlined in this response, the draft guidance appears to be pushing new market practices that aren't currently widespread, which will require businesses to make significant changes. Making such changes will be resource intensive, and require some time to develop and finalise.

It is not realistic to expect businesses to make substantial product changes to comply with the guidance within the proposed timeframe in circumstances when the guidance has not been finalised, proposes significant departures from established price transparency practices, and may change from the draft already circulated.

We propose that the implementation date should be extended to 1 finalised guidance being published. If this is not accepted, we encourage the CMA to engage companies in dialogue but avoid taking any punitive action (except against particularly egregious malpractice) until at least 1 year after finalised guidance is published.

Failure to do so could lead to unnecessary yet unavoidable breaches of the regulation and damage business confidence in the CMA.

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