

Unfair commercial practices: price transparency

CMA209

Summary of responses to the Consultation

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1. Introduction

- 1.2 Earlier this year, the Competition and Markets Authority (CMA) consulted on the draft guidance on price transparency in the context of invitations to purchase (Draft Guidance). Following that consultation, the CMA has now published a final version of the guidance on price transparency in the context of invitations to purchase, called *Unfair commercial practices: price transparency (CMA 209) (Guidance)*.
- 1.3 When a trader gives information to consumers about a product and its price that will normally be an 'invitation to purchase'. Invitations to purchase are important because it is vital that shoppers can access clear and timely pricing information. Knowing what a product will cost is fundamental for them to make good purchasing decisions – working out which product is best for them, and where to buy it.
- 1.4 When businesses do not display their prices accurately or leave out essential pricing information that people need to know, it can make products appear cheaper than they are. This can undermine people's trust when they find out the real cost and prevent businesses from competing on a level playing field. Price transparency therefore not only benefits consumers but, by promoting competition, it also benefits businesses and the wider economy.
- 1.5 When Parliament passed the Digital Markets, Competition and Consumers Act 2024 (DMCC Act), it updated the law which protects consumers from unfair trading (the UCP provisions).¹
- 1.6 The new law makes explicit that, when making invitations to purchase, traders should inform consumers about the full cost of their products throughout the purchase process, from early-stage advertising² to the final payment page. Whenever possible, consumers should be presented with the total price of the product at the outset.³ Traders are prohibited from showing consumers an initial headline price for a product and then introducing additional mandatory charges as consumers proceed with a purchase or transaction.
- 1.7 These changes were introduced to improve the way that businesses present their prices to consumers to promote price transparency and trust in markets, by making it easier for consumers to compare prices and giving them greater

¹ Chapter 1 of Part 4 of the Digital Markets, Competition and Consumers Act 2024.

² Invitations to purchase are defined in section 230(10) DMCC Act.

³ Section 230(2)(b) DMCC Act.

faith that the prices being advertised to them will be the prices they actually have to pay.

The Guidance

- 1.8 Some businesses will already comply with these rules, and the CMA knows that most businesses want to do the right thing by their customers. However, given the objective of the new law is to drive change, the CMA recognises that many businesses will need to review and amend their pricing practices to ensure they fully comply with the UCP provisions. Indeed, the CMA has already seen examples of businesses proactively making changes to achieve compliance with the new rules – the CMA welcomes these changes.
- 1.9 In preparing the DMCC Act, the Government took account of these costs and concluded that the benefits that consumers – and the overall economy – would derive from greater price transparency significantly outweighed the compliance costs to individual business.⁴
- 1.10 To help support businesses to comply with the UCP provisions, the CMA has produced the Guidance on price transparency in the context of invitations to purchase. The Guidance:
- Explains what an invitation to purchase is – and therefore when the new rules will apply (**Chapter 2**).
 - Explains what pricing information needs to be included in an invitation to purchase – and what to avoid (**Chapter 3**).
 - Explains what traders need to do to ensure they are complying with the new requirements to provide the total price of the product in their invitations to purchase – and what they need to do instead if this is not possible due to the nature of the product (**Chapter 4**).
 - Explains how the new requirements apply to specific types of charges and pricing practices – and the steps that traders can take to ensure they are complying with the new requirements (**Chapter 5**).
- 1.11 The UCP provisions apply to a wide array of commercial practices with the potential to affect consumers. While the Guidance is intended to help traders,

⁴ [Measures to address drip pricing: Impact Assessment](#), Department for Business and Trade, dated 8 September 2023

their advisers, enforcement authorities⁵ and others in understanding what actions are prohibited, it is non-exhaustive and is not a substitute for, or a definitive interpretation of, the law and should be read in conjunction with it.⁶

The consultation

- 1.12 On 3 July 2025, the CMA published the Draft Guidance for consultation. The consultation was open for nine weeks and closed on 8 September 2025. The CMA received 62 responses. The consultation questions can be found at **Annex A**.
- 1.13 The CMA also engaged with a number of other public bodies and enforcers, including the Advertising Standards Authority, sector regulators like Ofcom and the Financial Conduct Authority (FCA), and relevant parts of central government.

Purpose of this document

- 1.14 The CMA carefully reviewed the responses it received to the consultation. This document summarises the key feedback received from respondents to the Draft Guidance, the CMA's views on this feedback and the main changes the CMA has made to the 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](#).
- 1.15 This document should be read together with the [final Guidance](#).

Overview of the consultation responses

- 1.16 In line with the CMA's commitment to the 4Ps framework (pace, predictability, proportionality and process), the CMA has sought to provide practical, flexible and proportionate guidance to businesses about how they can comply with the new requirements in the DMCC Act.
- 1.17 The CMA received a sizeable number of responses to its consultation on the Draft Guidance. Respondents recognised that the CMA had listened to previous

⁵ Enforcement authorities include public designated enforcers (including the CMA, Trading Standards and sector regulators like Ofcom, Ofgem and the Civil Aviation Authority) and private designated enforcers (the Consumers' Association, ie Which?). The full list of authorised enforcers is set out in section 151 DMCC Act.

⁶ Refer to the Guidance, paragraph 1.9.

feedback and taken this on board. Respondents did, however, highlight a range of further areas for the CMA to consider, which is discussed further below in Section 2.

- 1.18 We are very grateful for the feedback that respondents provided during the consultation period. We have used this feedback to focus on areas of the law which were causing the most concern or uncertainty for businesses, or where respondents were concerned the Draft Guidance might lead to unintended consequences. The CMA has endeavoured to provide further guidance and examples to help businesses understand how they can comply in these contexts. The CMA has also sought to ensure the Guidance is as accessible and user-friendly as possible. For example, we have redrafted parts of the introductory sections of the Guidance to help businesses navigate and use the Guidance more easily.
- 1.19 While the UCP provisions have created new legal requirements that businesses need to comply with, what the new law requires may differ between some products, and in practice between different stages of the purchase process. There is more than one way to comply with the requirements and businesses can take different decisions about how to present information in different contexts. The Guidance therefore focuses on explaining the core principles that underpin the requirements of the UCP provisions and provides examples of what lawful practices would look like in different contexts. These examples are not intended to be exhaustive, and the Guidance expressly states that there may be other ways for businesses to comply with the law.⁷
- 1.20 Some aspects of the price transparency provisions create strict obligations and are prescriptive in what they require. These requirements are not based on regulations made by the CMA but are set out in the DMCC Act itself. For example:
- (a) The price transparency requirements apply to all traders, operating in all sectors of the economy even those subject to existing sector regulation.
 - (b) It is irrelevant for the purposes of these provisions whether a consumer might actually be misled by the omission of the information in any given situation. Indeed, removing this requirement was one of the main changes made by Parliament to the price transparency requirements when passing the DMCC Act.

⁷ Refer to the Guidance, paragraph 1.9.

- 1.21 This approach reflects the purpose of the legislation which is to define a set of material information which should be provided to the consumer in all invitations to purchase (subject to limited exceptions). Some of the feedback received during the consultation appeared to object to the price transparency requirements as set out in the DMCC Act, rather than the guidance that the CMA had provided on these provisions. Consequently, while the CMA has endeavoured where possible to suggest a range of compliance options, the CMA has been unable to endorse all of the proposed solutions put forward by respondents during the consultation.
- 1.22 Further details on the specific issues raised by respondents and how the CMA has addressed these in the Guidance is set out in Section 2.

How does the Guidance relate to the CMA's other UCP guidance?

- 1.23 The CMA has previously published guidance on the new legislation (*Unfair commercial practices guidance* (CMA207)). Chapter 4 of CMA207 provided guidance on the material information that must be provided by traders when making invitations to purchase. The guidance in CMA207 covered all material information that must be provided when making invitations to purchase, not just pricing information. However, many respondents told us that they would appreciate further guidance specifically relating to price transparency in the context of invitations to purchase.
- 1.24 The Guidance on price transparency that we have consulted on, and now published, is a response to those requests. The Guidance expands upon the guidance previously given in Chapter 4 of CMA207 including:
- providing further guidance on when charges are mandatory and must be included in the total price; and
 - offering additional examples to help traders understand how they can comply with their legal requirements.
- 1.25 Alongside publishing the Guidance, the CMA has also reissued CMA207 with an update to Chapter 4 to ensure alignment with the Guidance on price transparency and to remove some specific content on price transparency, which now appears in the Guidance (CMA209) instead.

Next steps

- 1.26 The CMA has been clear that it will continue to target egregious practices where the law is clear, including drip pricing. The CMA has already begun monitoring compliance across a range of industries and this has led to us writing to a large

number of businesses and taking enforcement action in a number of cases of suspected drip pricing.

- 1.27 The CMA recognises that the provisions on price transparency in the DMCC Act will require changes for a number of businesses in order to comply and these go beyond simply ensuring consumers are not subject to drip pricing. Save in relation to breaches which were clearly prohibited under the Unfair Commercial Practices guidance (CMA207) published in April 2025, the CMA will continue to support businesses to comply with the legislation for at least the first 3 months after publication of this Guidance. The CMA also expects to monitor compliance with the requirements of the legislation after publication of the Guidance.

2. Responses to specific questions or points raised during the consultation

- 2.1 As set out above, the CMA received a sizeable number of responses to its consultation on the Draft Guidance. Respondents recognised that the CMA had listened to previous feedback and taken this on board. Respondents did, however, highlight a range of further areas for the CMA to consider.
- 2.2 The CMA has reviewed the consultation responses and reflected on what revisions can helpfully be made to the Draft Guidance. The representations received and the CMA's views on these are explained below.

General representations

- 2.3 Many respondents requested further guidance on a range of different topics. In particular, the CMA received many requests for clarifications to concepts and interpretation, and requests for further examples, both generally and on specific issues. At the same time, some respondents cautioned that the CMA should ensure that its guidance and examples were not overly prescriptive. A few respondents raised concerns that the Draft Guidance may be too long or complex for some businesses to engage with.
- 2.4 A few respondents made specific suggestions for how to make the Draft Guidance more accessible and user-friendly, especially for smaller businesses. This included recommendations to use simpler language to make the Draft Guidance clearer and more accessible to a wider audience.
- 2.5 A number of respondents also raised concerns that went to the drafting or scope of the DMCC Act's requirements, as opposed to the CMA's guidance on how businesses could comply with those requirements. These concerns are outside the scope of the consultation.

CMA's views

- 2.6 The CMA recognises the value that clear examples can offer to businesses and has sought to provide further examples in the Guidance to help businesses understand how they can present pricing information in a way which complies with the requirements of the UCP provisions.
- 2.7 The Guidance applies to a wide array of sectors and products with different pricing structures and ways of communicating with consumers. Where the CMA has provided lawful examples, these are intended to help illustrate ways in which businesses can comply with the requirements of the UCP provisions.

These examples are not, however, intended to be exhaustive and there is potential for business to comply in other ways.

- 2.8 The CMA has also sought to balance respondents' requests for further examples with the need to keep the Guidance accessible and user-friendly. The CMA has also redrafted the introductory sections of the Guidance to help businesses navigate and use the Guidance more easily.

Applicability of the DMCC Act

- 2.9 A range of respondents made general supportive comments on the overall approach the CMA has taken to the Draft Guidance. However, several respondents suggested that the CMA should adopt a more flexible approach in interpreting the provisions of the DMCC Act. Some respondents suggested that there should be sector-specific exemptions from the price transparency requirements, particularly where existing sector specific regulations exist. For instance, respondents submitted that the Draft Guidance should align with:
- a. Ofcom's existing price transparency and periodic pricing rules; and
 - b. the FCA's consumer duty and consumer credit rules.
- 2.10 A few respondents also sought clarity regarding the applicability of the amended UCP provisions in cases where the trader is based outside the UK.

CMA's views

- 2.11 As set out above, and consistent with the 4Ps framework (pace, predictability, proportionality and process), the CMA has sought to provide practical, flexible and proportionate guidance to businesses about how they can comply with the new requirements in the DMCC Act. In doing so, the CMA has sought to focus on the areas that raised the most concerns for businesses. However, some of the price transparency provisions in the DMCC Act impose strict obligations and are prescriptive in what they require. The CMA is required to apply the law as it is drafted.
- 2.12 With respect to the respondents' request for sector-specific exemptions, the CMA notes that the DMCC Act is primary legislation passed by the UK Parliament. Unlike some other parts of the DMCC Act, there are no sectoral exceptions to the price transparency requirements, and the CMA has no power to apply such an exemption. Where interactions with sectoral regulations have been raised by respondents, the CMA has engaged with the relevant sector regulators. While there may be situations where the DMCC Act imposes additional obligations on traders, the CMA has not identified any

incompatibilities between the price transparency requirements in the DMCC Act and existing sector regulations. Where there is a responsible sector regulator, we would expect them to be primarily responsible for ensuring compliance in their sectors, taking account of any sector-specific regulations and guidance that may apply alongside or in addition to the DMCC Act.

- 2.13 The CMA has updated the Guidance to clarify that if an invitation to purchase is directed at UK consumers, it must comply with the relevant UCP provisions, even if the trader making the invitation to purchase is located outside the UK.

Invitation to purchase

- 2.14 Multiple respondents submitted that further clarity is needed in the Draft Guidance on when a commercial practice will constitute an invitation to purchase, especially in the context of early-stage advertising. Some respondents consequently sought specific clarifications as to what the CMA considers to be an invitation to purchase in specific industries such as in the property/real estate, automotive, travel and holiday accommodation sectors.
- 2.15 Several respondents sought greater clarity on how an invitation to purchase should be presented in certain edge cases such as products that employ risk-based pricing (such as insurance), or instances of dynamic, personalised or bundled pricing. Many respondents submitted that the Draft Guidance would benefit from further illustrative examples to demonstrate which commercial practices can constitute an invitation to purchase, which ones do not, and at what stage in the customer journey such commercial practices can occur. Further, some respondents asked for clarification as to who bears the responsibility under the DMCC Act for making an invitation to purchase in instances where the price of a product is set by a third party, such as the apportionment of responsibility between online search services/ online price comparison services and their trade partners.

CMA's views

- 2.16 The concept of an invitation to purchase in the DMCC Act is intentionally broad. The CMA has made some updates to Chapter 2 of the Guidance in response to the feedback received. For example, the Guidance now states explicitly that traders may not always be required to provide prices in their advertisements.⁸ If they choose not to, the advertisement will not be an invitation to purchase and the price transparency rules will not apply. However, it is not possible to

⁸ One exception to this would be if sector-specific rules mandated that consumers are given prices in certain circumstances.

provide comprehensive examples of all situations in which an invitation to purchase may arise. Chapter 2 of the Guidance provides more information on who is legally responsible for making an invitation to purchase.

Realistic, meaningful and attainable price

2.17 Several respondents noted that a ‘realistic, meaningful and attainable’ price is a subjective concept, and consequently sought greater clarity in the Draft Guidance on how a realistic, meaningful and attainable indicative price should be calculated and presented in practice. For instance:

- a. Some respondents asked for greater clarity around when advertising prices with limited availability could be misleading.
- b. Some respondents queried how a realistic, meaningful and attainable price should be calculated in the context of dynamic or seasonal pricing, such as in the travel sector.
- c. Some respondents noted that the requirement for a ‘realistic, meaningful and attainable’ price to include optional fees which most consumers will need to pay, requires further clarity. A respondent suggested that the examples in the Draft Guidance do not go far enough to provide businesses with the clarity they need to differentiate fees which most consumers may choose to incur from fees which most consumers must incur.

CMA’s views

2.18 The DMCC Act has not substantively changed the law on misleading practices. This section of the Guidance is intended to summarise the principles established by the legislation and existing case law as they apply to the presentation of prices in an invitation to purchase. Nothing in the Guidance is intended to suggest that the DMCC Act has changed the test for when a price will be misleading. The CMA has set this out more explicitly in the Guidance.

2.19 The CMA has updated the Guidance to include a further example of seasonal pricing in the travel sector and to address some of the points that respondents said risked creating confusion. For example, the Guidance has been updated to clarify how traders should deal with limited availability:

- a. If products will not be offered for supply at the advertised price in reasonable quantities for a reasonable time, any limitations on availability should be made clear.

- b. If a trader is advertising a travel promotion using a ‘from’ ticket price, they should be able to demonstrate that a significant proportion of the tickets will be available at that price.
- 2.20 The Guidance has also been updated to clarify that, while some charges may not be incurred by all customers, it may be necessary to include them in the total price where it is reasonably foreseeable that most consumers will need to pay them, and that in those circumstances omitting the cost of those charges from the advertised price could be misleading.

Total price and calculability

- 2.21 A number of respondents submitted that, whilst they approve of the prohibition on drip pricing, they believe that the Draft Guidance should permit a degree of flexibility in how traders present their total price. Many respondents advocated for partitioned pricing to be considered lawful in a wider variety of scenarios. Comments on the scope of the DMCC Act are outside the scope of this consultation.
- 2.22 Many respondents also raised questions about the application of the price transparency provisions to specific types of pricing practices or charges relevant to their businesses. These included variable charges, risk-based pricing, franchise models, travel add-ons, restaurant service charges, gratuities, component, On the Road Pricing, end of contract charges, discounts, Deposit Return Scheme and dynamic pricing.

CMA’s views

- 2.23 The price transparency requirements in the DMCC Act may apply differently depending on the context. The CMA agrees that there may be different means of complying with the DMCC Act’s requirements and that, where appropriate, businesses are entitled to choose which of those approaches they use. The CMA has sought to provide guidance on different routes to compliance in the Guidance. These examples are intended to help businesses and are not intended to be exhaustive.
- 2.24 The DMCC Act does, however, impose some clear requirements that businesses must ensure they comply with. This includes the requirement to give a total price in each invitation to purchase. The concept of ‘total price’ is explicitly defined in the Act, and that definition is intentionally broad – reflecting the aim of the legislation to ensure that consumers are provided with clear and complete pricing information from the very first invitation to purchase.

- 2.25 Partitioned pricing can be lawful, but only where the DMCC Act permits it. The principle that the ‘total price’ should be given as a single inclusive price is not new. It was, for example, already a requirement under the CPUTRs to provide a total price ‘inclusive of taxes’, and this required traders to include taxes such as VAT in the total price – presenting them separately would not be sufficient. This is also reflected in the CMA’s and other European Consumer Protection Authorities’ enforcement action in contexts such as [Online Hotel Booking](#) and [Car Hire](#).
- 2.26 While the CMA appreciates the value that clear examples can offer to businesses, it would be impractical to address all the situations raised by respondents in the Guidance. In selecting additional examples to include in the Guidance, the CMA has prioritised examples which raise new issues or could serve to illustrate how the legislation applies to certain charges and pricing practices more generally. For instance, the CMA has added an example of risk-based pricing in the insurance industry to offer reassurance that this type of pricing can comply with the DMCC Act.
- 2.27 The CMA has also added guidance to clarify that a trader will not breach the price transparency provisions if a product is advertised at one price and subsequently sold at a discount (eg in a sale or by an independent retailer or franchise).
- 2.28 The CMA has not included further guidance on dynamic pricing as that has recently been the subject of separate work by the CMA.⁹ Additionally, the Guidance already covers indicative or ‘from’ prices which may offer traders using dynamic pricing a route to compliance.
- 2.29 The CMA also considers it would be premature to provide guidance on the potential interaction between the price transparency requirements and the Deposit Return Scheme when the implementation of this scheme remains some years away. If traders have questions about this issue they should speak to the responsible government departments.

Total prices which cannot reasonably be calculated in advance owing to the nature of the product

- 2.30 Several respondents requested further clarity and additional illustrative examples concerning circumstances when it is acceptable to conclude that, due to the nature of the product, a total price cannot be reasonably calculated in

⁹ [Dynamic pricing project - GOV.UK](#)

advance. A number of respondents argued the provisions should apply more widely than set out in the Draft Guidance.

- 2.31 Several respondents noted that an accurate total price cannot always be reasonably calculated until the customer has inputted certain information or certain variables have been established (such as stock availability), and consequently queried if indicative information can be provided in an invitation to purchase until such a time that an accurate total price can be calculated.

CMA's views

- 2.32 For most products the total price of a product will be clear and easily calculable. However, the DMCC Act recognises that, due to the nature of some products it may not always be possible to calculate the total price in advance. The CMA has sought to address some of the points raised by respondents using examples, but it is not possible to provide a comprehensive list of circumstances in which this exception will apply. Furthermore, as noted in the Draft Guidance, whether the total price is calculable may change depending on how a product is advertised or the stage of the purchase process that an invitation to purchase is made. The illustrations of lawful and unlawful conduct listed in Guidance are not meant to be exhaustive. The CMA will evaluate each case based on the facts and evidence before it.
- 2.33 It is, however, important that traders keep in mind that the legislation only exempts traders from the requirement to provide a fully inclusive total price if the trader's inability to calculate a total price is 'due to the nature of the product'. Not all parts of a price will necessarily be linked to 'the nature of the product'. For example, additional charges (such as an administration or service fees) which a trader applies to multiple different products, are unlikely to depend on the nature of the product. Such charges should therefore be set or presented in a way that allows the trader to calculate them in advance, so they can be included in the total price.

Circumstances in which the means of communication prevent a trader from including all of the required pricing information

- 2.34 Many respondents sought further guidance and illustrative examples in relation to the circumstances in which the means of communication will limit a trader's ability to include all relevant pricing information in a total price. Furthermore, multiple respondents submitted that further guidance is needed on how a trader may take steps to overcome these limitations in order to provide this pricing information by another means.

- 2.35 One respondent has noted that smaller businesses may not have the capability to overcome the limitations on the means of communication that restrict the display of a total price. As such, this respondent has asked if, at the point of enforcement, the CMA will consider these technical limitations in such instances that a small business falls foul of the Draft Guidance's requirements, provided that this small business has made every attempt to provide the relevant pricing information.

CMA's views

- 2.36 The CMA has updated the Guidance on when the limitations of the medium (particularly space and time) may justify the omission of required pricing information. As set out in the Guidance, this will only apply in exceptional cases. Traders will normally have significant control over what information they include and limitations of time and space do not automatically justify the omission of material information. Rather these are factors that are to be considered when deciding whether the required information has been omitted. Given the importance of pricing information, even in comparison to most other material information, there will be a high threshold for omitting it. In addition, if a trader does omit such information, the CMA will take account of its importance – alongside any other relevant factors – when assessing the steps taken by the trader to overcome the omission.
- 2.37 The CMA has also included guidance on the limitations of the medium in its reissued CMA207. This guidance applies to all material information which section 230 of the DMCC Act requires traders to include in an invitation to purchase. The CMA recognises that limitations of time and space may be more likely to justify omission of other, non-pricing related, material information (eg a trader's businesses address). This guidance also recognised that some material information such as the identity of the trader making the invitation to purchase may already be apparent from the context and therefore does not need to be included.
- 2.38 The CMA recognises that many businesses still need to review and amend their pricing practices to ensure they fully comply with the price transparency requirements. We also recognise the importance, particularly for small businesses, of any new rules being clear and proportionate to comply with. We will take this into account when deciding whether to prioritise enforcement action in a given case, in line with our published [approach document](#) and [prioritisation principles](#). However we note that the price transparency provisions of the DMCC Act are set out in primary legislation which has been in force since 6th April 2025, and the Guidance does not change the requirements of these provisions.

Delivery fees

- 2.39 Some respondents submitted that delivery fees were not intended to be included in the definition of total price set out in the DMCC Act.
- 2.40 Several respondents submitted that the Draft Guidance is overly prescriptive regarding the display of delivery fees, and have consequently submitted that it should always be permissible to present delivery fees alongside, but not within, the total price. Other respondents submitted that it should be permissible to display delivery fees through website banners and ‘one-click away’ options such as expandable disclosures and linked pages. Several respondents also expressed concerns that a requirement to add a delivery fee to the price of each individual item would be misleading for consumers, as such fees are actually applied to the order as a whole, and not (generally) to individual products.
- 2.41 Several respondents noted that delivery charges may vary by location, order size, delivery method or loyalty scheme membership, and consequently noted that many delivery fees are difficult to calculate prior to the input of customer information. As such, these respondents submitted that the Guidance should permit the display of indicative delivery fees (and how they are calculated) in a wider range of circumstances than is currently set out in the Draft Guidance.
- 2.42 Several respondents requested further guidance on the various circumstances in which a delivery fee can be treated as optional, including where in-store collection is available. Respondents also sought clarity on how delivery charges should be presented when there is a minimum spend threshold for free delivery and how to present delivery charges in the context of early-stage advertising.
- 2.43 Some respondents also requested that the Draft Guidance should include brick-and-mortar examples relating to delivery fees in the sale of goods by high street retailers.

CMA's views

- 2.44 The CMA notes stakeholders' concerns but considers that many of these stem from the requirements of the legislation, and therefore were out of scope of this consultation. As set out above, the DMCC Act imposes specific requirements for the disclosure of pricing information that businesses must ensure they comply with. Mandatory delivery charges are not differentiated from other fees, charges, taxes or other payments that the consumer will necessarily incur. Mandatory delivery charges should therefore be included in the total price

unless an exemption applies.¹⁰ These requirements are not based on rules or regulations made by the CMA but are set out in the DMCC Act itself.

- 2.45 The Guidance clarifies that using dynamic elements, such as floating baskets and sticky banners, which present pricing information in a way that is clear, timely and visible to the consumer could be ways to comply with the price transparency requirements. While the CMA recognises that there may be different routes to compliance in particular situations, the CMA does not consider that expandable disclosures and linked pages which contain material pricing information are reliable ways of complying with the requirements and so these have not been included as examples in the Guidance. All relevant pricing information should be presented clearly, upfront and in a way that the consumer is likely to see it. If material information is not disclosed on the face of the invitation to purchase, traders risk being deemed to have omitted it. Reliance on section 230(8) of the DMCC Act (ie the provisions pertaining to the limitations resulting from the means of communication) should only be used in exceptional circumstances especially in relation to pricing information.
- 2.46 As regards the concerns raised by some respondents that presenting a total price inclusive of delivery charges may be misleading for consumers and obfuscate the base price of the product, the CMA notes firstly that this a direct requirement of the legislation. However, the CMA also disagrees that businesses complying with this requirement will confuse or mislead consumers. Many consumers will purchase products individually and they should be entitled to be told – as the DMCC Act requires – what they will have to pay when doing so, including in early-stage advertising. Additionally, when consumers do have the option to purchase multiple products as part of a single order, the CMA has clarified various compliance options including that the trader may choose to display the base price of products alongside the total price inclusive of delivery so consumers can discern the pricing information relevant to them. This may be done by presenting the base price (exclusive of delivery) alongside the total price (inclusive of delivery)¹¹ or be presented dynamically, eg using elements such as floating baskets or sticky banners with a rolling total (inclusive of delivery) presented.¹²
- 2.47 In relation to the various circumstances in which a delivery charge can be treated as optional, the Guidance has clarified that delivery charges can be considered optional where there is also a free collection option. Where there is a mandatory delivery fee payable this should be included in the total price even

¹⁰ Section 230(4) DMCC Act 2024.

¹¹ Refer to the Guidance, Figure 5.

¹² Refer to the Guidance, Figures 7-10.

if consumers also have the choice to purchase faster services such as next day delivery. These optional delivery charges should be provided in an invitation to purchase but do not need to form part of the total price and may be indicated separately.

- 2.48 Respondents requested further guidance on 'early-stage' advertising and how to present delivery charges in such circumstances. The CMA has sought to address this point using visual and written examples in the Guidance. The Guidance recognises that in early-stage advertising contexts, such as TV, radio or online, many delivery charges will be optional (eg if the product advertised is available for free collection in store) and also that some mandatory delivery charges may not be reasonably calculable in advance.
- 2.49 To assist traders in understanding their obligations under the DMCC Act in relation to delivery charges, the CMA has made the following changes in the Guidance:
- a) Introduced subsections to make clear what is required for different types of delivery charges (eg mandatory, optional, variable).
 - b) Inclusion of additional written and visual examples which indicate ways in which traders may comply with the price transparency requirements in both online and offline contexts and for single and multi-product transactions. Specifically, the Guidance provides further examples that represent compliant invitations to purchase in a brick-and-mortar context, an online marketplace as well as retail examples on both web browser and app. We note that these examples are non-exhaustive and are there to serve as a guide of how a trader may comply. It is open to traders to consider if there are other ways to comply with the requirements set out in the legislation.
 - c) Inclusion of additional written examples of lawfully presented delivery charges, including those with a focus on the treatment of delivery charges in remote areas.
 - d) Clarification that traders can also present other pricing information to the consumer in the invitation to purchase, provided that the total price is presented in a clear and timely manner and in a way that the consumer is likely to see it.
 - e) Clarification on what is required if part of the total price (eg the delivery charge) cannot reasonably be calculated in advance, and the contexts in which this might arise, including early-stage advertising. The Guidance also clarifies that non-calculable charges should normally be set out immediately above, below or next to the calculable part of the price.

Per-transaction fees

- 2.50 Similar to delivery fees, several respondents submitted that the Draft Guidance should allow for partitioned pricing for mandatory per transaction fees, by allowing per transaction fees to be displayed alongside, but not within, the per-item price.
- 2.51 Several respondents also submitted that communicating all mandatory charges in a single total price provides no context for consumers as to when and why certain fees are applicable. Furthermore, several respondents noted that the Draft Guidance fails to take account of membership or loyalty schemes in which per-transaction fees are not charged. As such, these respondents submitted that the inclusion of per-transaction fees in the total price is potentially misleading to consumers and have consequently sought more flexibility in the Draft Guidance in this regard.
- 2.52 A few respondents questioned why products like tickets where a consumer could choose how many tickets they wanted were treated differently in the Draft Guidance to a product like curtains where a consumer could select the length of fabric they required. They submitted that in each case the total price could not be reasonably calculable in advance.
- 2.53 Some respondents also submitted that the Draft Guidance's definition of 'equal prominence' in regard to per-transaction fees is too prescriptive. Furthermore, one respondent has noted that per-transaction fees can consist of multiple figures, and as such there is a consequential difficulty in displaying these figures with 'equal prominence' to the headline price.

CMA's views

- 2.54 The CMA notes stakeholders' concerns but considers that many of these stem from the requirements of the legislation. As set out above, the DMCC Act imposes specific requirements for the disclosure of pricing information that businesses must ensure they comply with. This includes the requirement to give a total, fully inclusive, price for each product. Partitioned pricing can be lawful but only where the DMCC Act permits it. The CMA recognises that the DMCC Act will require some traders to change their current practices, but considers that this is consistent with the objectives of the legislation and accepted by the UK Government when it introduced these requirements.
- 2.55 In the case of products such as tickets, each ticket will normally be a separate product that can be purchased individually. Consumers may choose to purchase multiple tickets, but the minimum mandatory price will still be the price of a single ticket plus any mandatory charges that will apply to that purchase.

That is the price that should be presented as the total price. The requirement to provide a total price does not, however, prevent a trader providing other pricing information. Particularly when consumers are offered the option to select additional tickets, this combined with a rolling total can provide another route to compliance. An example of how this might be done is included in the Guidance.

- 2.56 Respondents are correct that the total price of some products will not be reasonably calculable in advance. For this exception to apply the non-calculability must be 'owing to the nature of the product'. As discussed above, businesses should be aware that not all parts of a price will necessarily be linked to 'the nature of the product'. For example, additional charges (such as administration or service fees), which a trader applies to multiple different products, are unlikely to depend on the nature of the product. Contrary to some of the representations received, this also means that charging a per-transaction fees for product(s) will not normally be sufficient to justify a trader treating that price as being unable to be reasonably calculated in advance.
- 2.57 Similar principles also apply to membership or loyalty schemes that may allow consumers to avoid paying a per-transaction charge if they sign-up to them. These are separate products that a consumer may choose to sign-up to. Any changes to the final price paid by a consumer due to such a membership will be distinct from the nature of the product being advertised in the invitation to purchase. This is also consistent with pre-existing case law which has confirmed that advertising prices which depend on a consumer signing up to another product will be misleading. Traders should therefore advertise the total price payable for non-members. Traders are, however, permitted to advertise membership exclusive prices to consumers they know are *already* members.
- 2.58 When, due to the nature of the product, the total price is not reasonably calculable in advance, the information on how the total price will be calculated needs to be set out 'with as much prominence' as the parts of the price that can be calculated.¹³ The CMA disagrees with the concerns raised about the Draft Guidance on how to comply with this requirement as the legislation is specific on this point. All material information needs to be set out in a clear and timely way, and in a way the consumer is likely to see it. The 'with as much prominence' provision is an additional requirement that applies on top of the basic requirements. While the CMA recognises that there may be different routes to compliance in particular situations, if businesses wish to be sure they are complying then they should present the different parts of the total price alongside one another. If traders choose not to do so there is a good chance

¹³ Section 230(5) DMCC Act.

that one part of the price will be less prominent than the other and that the trader therefore risks having failed to comply with this requirement.

Periodic and monthly pricing

- 2.59 Respondents were generally supportive of the CMA's guidance on how to present periodic prices and many recognised that the CMA had taken account of previous feedback.
- 2.60 A number of respondents did, however, submit that aggregating one-off fees (e.g. installation costs) into the first month's price is overly prescriptive and risks confusing customers. These respondents consequently note that such fees should be kept separate from the monthly price. Several respondents also submitted that an aggregation of one-off fees with the monthly price is inconsistent with existing Ofcom rules.
- 2.61 Furthermore, a few respondents submitted that the Draft Guidance should not impose any additional requirements on the prominence of the total cumulative price than those already provided for by the FCA.
- 2.62 Many respondents also requested further guidance on how to display more complex monthly pricing structures (such as those that are subject to inflation-linked price increases).
- 2.63 Some respondents also raised practical questions about how these requirements might affect the way they took payments from consumers (eg taking up front payments for mobile phones or pro-rata payments for the use of a service such as gym membership for a shorter period than envisaged in the advertisement).

CMA's views

- 2.64 The Draft Guidance recognised that traders have some flexibility in how to present the total price of their products in the context of periodic contracts. However, this does not permit traders to depart from the DMCC Act's core requirement to provide a total price that includes all applicable mandatory charges.
- 2.65 It is not practical for the CMA to include guidance on all the examples raised by respondents. If businesses are unsure whether their pricing structures are compatible with the price transparency requirements, the safest way to comply is to provide a fully inclusive total cumulative price alongside the rest of their pricing information. If traders instead wish to provide a total monthly price they may do so, but it will be the trader's responsibility to ensure that they comply

with the requirements of the DMCC Act when doing so. The CMA has updated the Guidance to reflect this.

2.66 The Guidance has also been updated to give additional reassurance to traders that, while the UCP provisions require the total price to be given, they do not regulate how or when payment is taken. For example, the requirement to provide the total price does not prevent:

- (a) a trader taking payment for that price in instalments;
- (b) the consumer paying part of the price to a different trader (eg a broker or other intermediary); or
- (c) a pro-rata price being charged (eg for use of the gym membership for a shorter period than envisaged in the advert).

2.67 The CMA has engaged with both Ofcom and the FCA regarding the representations received about potential overlaps or incompatibilities with existing sector regulations. Based on this engagement the CMA, Ofcom and the FCA have not identified any incompatibility between the price transparency requirements and the various sector regulations raised by respondents.¹⁴ Indeed, in some cases such as with the FCA's consumer duty, the two are mutually reinforcing. Where traders are subject to sector regulation, it is important they comply with the requirements of both the regulations and the DMCC Act. For example:

- (a) Both the UCP provisions and the FCA's Consumer Credit Rules require a trader offering a product on credit to provide the consumer with the total price of that product. However, the UCP provisions may require the trader to give this information to the consumer earlier and more prominently than the Consumer Credit Rules might have done so.¹⁵
- (b) Once they come into force the provisions of Part 4 Chapter 2 of the DMCC Act on subscription contracts will impose additional price transparency requirements above and beyond those in the UCP provisions.¹⁶

¹⁴ For completeness the CMA also notes that, if there was an incompatibility the requirements of the DMCC Act would – as primary legislation – supersede those of the sector regulation.

¹⁵ This reflects the different objectives of the legislation. The price transparency requirements are about promoting upfront transparency while the consumer credit rules are primarily concerned with ensuring the consumer has the mandated information before they become bound to pay the price.

¹⁶ The additional price transparency obligations under Part 4 Chapter 2 DMCC Act will not apply to subscription contracts that are 'excluded contracts'. Section 255 and Schedule 22 DMCC Act.

- 2.68 Any queries relating to these sector-specific rules and guidance can be raised with the relevant sector regulator.
- 2.69 As set out in the Draft Guidance, credit agreements are not periodic contracts even though the price of the product will be paid off over time in instalments. The total price of a product being marketed must therefore be set out clearly and prominently in any invitation to purchase, including early-stage advertising. This includes mobile phone or other device plans in the telecoms sector (but not airtime plans which are periodic contracts). However, as the total price of these contracts will be provided in the invitation to purchase, the trader can present any other pricing information related to the device plan as they wish. If applicable, this could include setting out any upfront fees separately to the monthly repayments.¹⁷

Local taxes and charges

- 2.70 Multiple respondents agreed that it was helpful to have the relevant parts of the existing guidance on car rentals and online hotel bookings consolidated into the Draft Guidance.
- 2.71 Many respondents objected to the position set out in the Draft Guidance that local charges and taxes should be included in the total price of the product. These responses noted that local tax rates are subject to change, can be levied in multiple currencies, and may also be subject to fluctuating exchange rates (if they would be paid overseas). As such, several respondents submitted that the inclusion of local taxes in a total price may ultimately result in an inaccurate price being given at the point of purchase, especially in such instances when a booking is made more than a year in advance. Several respondents also submitted that the inclusion of local taxes and charges in the total price at the point of purchase may cause confusion for customers, as it may falsely suggest that such charges have already been paid (when in fact they will need to be paid locally).
- 2.72 Multiple respondents consequently submitted that partitioned pricing should be permitted in regard to local taxes and charges, with clear explanation that these rates are payable on arrival and may be subject to change.
- 2.73 Several respondents submitted that there are several technical challenges associated with the inclusion of local taxes and charges into the total price (some of which are impractical for smaller businesses to implement). Such

¹⁷ The fees must relate specifically to the cost of the device, not to airtime or other aspects of the contract unless the total cumulative price of those aspects has also been provided in the invitation to purchase.

challenges include the lack of a centralised location of local taxes, difficulties associated with the calculation of exchange rates, and the significant cost, time and training that is required to implement the relevant technical systems.

- 2.74 Some respondents raised concerns that the Draft Guidance implied that traders should use live exchange rates, which would be costly and burdensome to implement, while having limited consumer benefit.
- 2.75 A few stakeholders submitted that the Package Travel and Linked Travel Arrangements Regulations 2018 means traders already provide a clear indication of the costs and stating fees separately should be compliant with section 230 of the DMCC Act.

CMA's views

- 2.76 The CMA does not agree with submissions from respondents that local taxes and charges should be excluded from the total price of the product. The DMCC Act requires that invitations to purchase should include any fees, taxes, charges or other payments that the consumer will necessarily incur if they purchase the product. There is no basis within the DMCC Act for distinguishing between local taxes and charges compared to other taxes and mandatory charges that a consumer will incur when purchasing the product. Hospitality was also a sector of concern for the UK Government when introducing the DMCC Act.¹⁸
- 2.77 The CMA has seen many examples within the travel industry where traders are already displaying information about local taxes and charges to consumers on a partitioned basis, demonstrating that these charges can be calculated. In many cases, traders are already including these charges in the headline price. The CMA does not, therefore, agree that it is impractical to collect or include these taxes and charges. In most cases, these charges will be calculable and can be included in the headline price. Further, indicative or 'from' pricing is already widely used across the travel industry and the CMA sees no reason why local taxes and charges cannot be presented as part of those prices.
- 2.78 The CMA disagrees that local taxes and charges are non-calculable because they may be charged in a foreign currency. There are well-established means of presenting foreign currency prices in pounds sterling and, again, the CMA has seen many businesses in the travel sector, already doing so. Including local taxes and charges in the headline price allows for easy and meaningful price comparisons. This was a key aim and objective of the legislation.

¹⁸ [Measures to address drip pricing, Impact Assessment, 08/09/23](#)

- 2.79 The CMA's position, as set out in the Guidance, is also consistent with established enforcement practice and guidance issued by the CMA in relation to online hotel bookings and car rental intermediaries as well as enforcement by other European authorities. The Guidance has, however, been amended to make clear that traders can use a live exchange rate or a reasonable indicative exchange rate.
- 2.80 For completeness, the CMA's previous guidance on hotel online booking and car rentals cover a wider range of topics than those dealt with in the Guidance. Traders should continue to refer to that guidance on those issues.

Sector specific issues: property and housing

- 2.81 Several respondents from the property sector submitted that several mandatory charges associated with the sale of a property (e.g. stamp duty, legal fees, conveyancing fees, tax etc.) are variable, unpredictable and negotiable, and consequently asserted that further guidance is needed to determine whether these mandatory charges should be included in the total price in property transactions. One respondent submitted that due to the variability of these mandatory charges, property listings should not be considered an invitation to purchase. Another respondent asked for further sector-specific guidance on invitations to purchase in the property sector.
- 2.82 A number of respondents submitted that several aspects of the Draft Guidance do not consider the unique and specific features of the Scottish property market.

CMA's views

- 2.83 As explained above, the CMA has provided additional guidance on when charges can be considered mandatory, when the total price of a product may not be reasonably calculable and what information must be provided to consumers if it is not. These principles also apply to the property and estate agency sectors and should help traders to determine when charges are mandatory and therefore need to be included in the total purchase price.
- 2.84 The Ministry of Housing, Communities and Local Government has recently launched a consultation entitled Material Information in Property Listings, which covers what material information needs to be provided by traders advertising properties for sale or rent. Given this, the CMA does not consider it appropriate to provide further sector-specific guidance on these issues.

Implementation

- 2.85 Multiple respondents expressed concern and sought clarity on the timeframes for implementation prior to the commencement of any CMA enforcement action.

CMA's views

- 2.86 As set out above, the CMA recognises that many businesses still need to review and amend their pricing practices to ensure they fully comply with the price transparency requirements in the DMCC Act. We will take this into account when deciding whether to prioritise enforcement action in a given case, in line with our published approach document and prioritisation principles. However, the law has been in effect since April 2025 and, if traders have not already done so, it is important they now comply fully.
- 2.87 The CMA has been clear that we will continue to target egregious practices where the law is clear, including drip pricing. The CMA has already begun monitoring compliance across a range of industries and this has led to us writing to a large number of businesses and taking enforcement action in a number of cases of suspected drip pricing. Save in relation to breaches which were clearly prohibited under the Unfair Commercial Practices guidance published in April 2025, the CMA will continue to support businesses to comply with the legislation for at least the first 3 months after publication of this Guidance. The CMA also expects to monitor compliance with the requirements of the legislation after publication of the Guidance. Other enforcers may also bring enforcement action under the DMCC Act, if they identify potential non-compliance within their respective remits.

Annex A: Consultation questions

The consultation document set out the following questions on which respondents' views were sought:

- a) Do you have any comments on the structure or clarity of the Draft Guidance?
- b) Do you have any comments about what an invitation to purchase is (Chapter 2)?
- c) 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?
- d) 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?
- e) Do you have any comments about the guidance on specific types of charges and pricing (Chapter 5)? In particular:
 - i) 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?
 - ii) 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?
 - iii) 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?
 - iv) Is the guidance on how businesses should present 'monthly pricing' clear?

- v) Are there other types of charges or pricing that the CMA should consider providing specific guidance on?
- f) 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?
- g) Do you have any other comments on topics not covered by the specific questions above?