



Department for
Business, Innovation,
Science and Trade

Part 4, Chapter 2 of the Digital Markets, Competition and Consumers Act 2024 (DMCCA)

Draft Consumer Subscription Contracts (Cancellation and Information) Regulations 2026 (SCRs)

Draft Guidance

Note: The Draft Consumer Subscription Contracts (Cancellation and Information) Regulations 2026 are subject to parliamentary approval. The final guidance will be issued once the Regulations are made.

Published: October 2026

Contents

1. Introduction	7
About the subscription rules	7
Summary of this guidance	8
Use of this guidance	9
Terms used in this guidance	9
2. Scope	11
3. Excluded contracts	12
3.1 Charitable memberships	12
3.2 Utilities	13
3.3 Financial products	13
3.4 Medical Prescriptions and products	13
3.5 Telecommunications	13
3.6 Accommodation	14
3.7 Micro-grocery businesses	14
3.8 Package Travel	14
3.9 Timeshares and similar holiday products	14
3.10 Childcare	14
3.11 Gambling contracts	15
4. Traders' duties	16
4.1 Give key pre-contract information	17
4.2 Give or make available full pre-contract information	18
4.3 Additional pre-contract requirements	20
4.4 Give reminder notices	21
4.4.1 Frequency of reminder notices	22
4.4.2 Timing of reminder notices	24
4.5 Enable the consumer to exit a contract by bringing it to an end	25
4.5.1 Contractual right to bring a contract to an end	25
4.5.2 Exit arrangements	26
4.5.3 Online exit	26
4.5.4 Offers and feedback requests	27
4.6 End of contract notices	28
4.7 Timing of renewal payments	29

5. Consumer's right to cancel if a trader breaches certain duties	30
5.1 Right to cancel for breach of an implied term	30
5.2 End of contract notices for trader's breach of a relevant implied term	33
5.3 Refunds following cancellation for a trader's breach of a relevant implied term	33
6. Consumer's cooling-off cancellation rights	35
6.1 Initial cooling-off period	36
6.2 Restrictions on the right to cancel during the initial cooling-off period	37
6.2.1 Subscription contracts for perishable goods and bespoke goods	37
6.2.2 Subscription contracts for hired goods	38
6.2.3 Subscription contracts for the supply of digital content	38
6.3 Renewal cooling-off period	39
6.4 Cooling-off notices	39
7. Cooling-off period refunds	41
7.1 Relevant payments	41
7.2 Goods	42
7.2.1 Returnable goods	43
7.2.2 Perishable goods and bespoke goods	45
7.2.3 Relevant sealed goods	45
7.2.4 Hired goods	46
7.3 Services	47
7.4 Digital content	48
7.5 Mixed contracts	50
7.6 Ancillary contracts	51
8. Miscellaneous	52
8.1 Multiple cancellation rights	52
8.2 Burden of proof	52
9. Offences	54
10. Private redress and enforcement	55
10.1 Private redress	55
10.2 Enforcement	56
11. Glossary	57
12. FAQ	60
12.1 Scope and definitions	60

12.2	Charitable memberships	63
12.3	Key and full pre-contract information	64
12.4	Reminder notices and cooling-off notices	65
12.5	Exit arrangements	67
12.6	Cooling-off refunds	68
13.	Annexes	70
	Annex A: Key pre-contract information	70
	Annex B: Full pre-contract information	72
	Annex C: Reminder notice information	74
	Annex D: List of acts and omissions	75

A note on this draft guidance

This draft guidance has been published alongside the laying of the Draft Consumer Subscription Contracts (Cancellation and Information) Regulations 2026 in Parliament. These Draft Regulations must be approved by Parliament before they can come into force.

The purpose of this draft guidance is to aid readers of the Draft Consumer Subscription Contracts (Cancellation and Information) Regulations 2026 and Part 4, Chapter 2 of the Digital Markets, Competition and Consumers Act 2024.

This guidance has been written as though the subscriptions regime is in force. References to the Consumer Subscription Contracts (Cancellation and Information) Regulations 2026 mean the Draft Regulations laid in Parliament. Part 4, Chapter 2 of the Digital Markets, Competition and Consumers Act 2024 is the primary legislation setting down the core provisions of the subscription regime. This Act has been passed by Parliament and received Royal Assent but is not yet in force.

This final guidance will be published after the Draft Consumer Subscription Contracts (Cancellation and Information) Regulations 2026 are made.

1. Introduction

Part 4, Chapter 2 of the Digital Markets, Competition and Consumers Act 2024 (DMCCA) and the Consumer Subscription Contracts (Cancellation and Information) Regulations 2026 (SCRs) regulate business-to-consumer subscription contracts. Together they set out traders' duties when they offer subscription contracts and consumers' rights when they enter them.

This guidance refers to the DMCCA and/or the SCRs as the 'subscription rules', except where a particular provision in either the DMCCA or the SCRs is identified.

About the subscription rules

The subscription rules apply to subscription contracts entered into on or after 1 January 2027.

Under these rules, traders must:

- Provide clear information before a consumer enters into a subscription contract so the consumer understands what they are signing up to.
- Provide reminder notices at key points during the subscription contract, including following a concessionary period (e.g. a free or reduced cost trial) or before a contract auto-renews onto a 12-month (or longer) period.
- Enable consumers to easily bring their contract to an end.

Consumers also benefit from cancellation rights, and may be entitled to a refund, when they can cancel the subscription contract (without penalty):

- During the 14-day initial cooling-off period when they enter the contract.
- During a 14-day renewal cooling-off period after a concessionary period (e.g. a trial) or after the contract auto-renews onto a 12-month (or longer) period.
- If the trader breaches certain requirements in the subscription rules.

The subscription rules build on the existing Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (CCRs). For subscription contracts covered by the DMCCA, they replace the CCR requirements on pre-contract information and cooling-off cancellation. These requirements of the CCRs will continue to apply to other consumer contracts, including those entered into before the subscription rules come into force.

The subscription rules sit within the existing broader legal consumer protection framework, which includes the Consumer Rights Act 2015 (CRA) (Parts 1 and 2) and the unfair trading provisions (Part 4, Chapter 1 of the DMCCA). These pieces of legislation will continue to apply to contracts that are subject to the subscription rules, among others. For instance, businesses will need to continue to ensure that the terms of those contracts are fair and transparent, and that they treat

consumers fairly when promoting and supplying products. In relation to the operation of a subscription contract's auto-renewing features, compliance with the subscription rules is likely to assist a trader to comply with these general consumer law requirements, but it cannot guarantee doing so.

Summary of this guidance

This guidance explains the traders' duties and consumers' rights. In particular:

- [Section 2](#) explains what types of contracts are covered by the subscription rules.
- [Section 3](#) lists the types of contracts which are excluded from the subscription rules
- [Section 4](#) explains the duties on traders to provide key and full pre-contract information; give reminder, cooling-off and end of contract notices; and enable consumers to exit a subscription easily (including online exit).
- [Section 5](#) explains consumers' statutory right to cancel if a trader breaches certain duties and how return and refunds should work.
- [Sections 6](#) and [7](#) describe consumers' statutory initial and renewal cooling-off cancellation rights, how they can exercise them, and the responsibilities of traders and consumers in respect of returns and refunds.
- [Section 8](#) covers what happens if a consumer has multiple cancellation rights and where burden of proof lies between traders and consumers.
- [Sections 9](#) and [10](#) describe offences and how private redress and enforcement operates for the subscription rules.
- [Section 11](#) has a glossary of key terms used in the guidance.
- [Section 12](#) answers Frequently Asked Questions about the subscription rules.
- [Section 13](#) has four annexes which respectively summarise the key pre-contract information, full pre-contract information, reminder notice information, and a list of acts and omissions which relate to [section 5](#).

Use of this guidance

This guidance is intended to help traders, consumers, and enforcers understand the subscription rules. However, it is not a substitute for the legislation in Part 4, Chapter 2 of the DMCCA or the SCRs. The interpretation of the subscription rules is for direct enforcers (see [section 10.2](#) of this guidance) and, ultimately, a matter for the courts.

This guidance includes some hypothetical examples to help illustrate the intention of the subscription rules and how they may work in practice. However, traders should consider the application of the subscription rules to their specific circumstances. This guidance does not provide legal advice and, if traders are in doubt of their obligations, they should consider obtaining legal advice.

Terms used in this guidance

A glossary is provided in [section 11](#) of this guidance to help explain the intention of key words, phrases and concepts used in this guidance. The aim of the glossary is to make the guidance more accessible. Some of the words, phrases and concepts are given a legal meaning in the subscription rules and that meaning takes precedence over the glossary definition. The terms, words and phrases explained in the glossary are:

- Ancillary contract
- Bespoke goods
- Bringing a contract to an end
- Cancelling a contract
- Concessionary period
- Consumer
- Cooling-off notices
- Digital content
- Durable medium
- End-of-contract notice
- Full pre-contract information
- Goods
- Hired goods

- In person contract
- Initial cooling-off period
- Key pre-contract information
- Made available
- Mixed contract
- Off-premises subscription contract
- Optional delivery amount
- Perishable goods
- Relevant implied terms
- Relevant payment
- Relevant renewal
- Relevant sealed goods
- Reminder notice
- Remote contract
- Renewal cooling-off period
- Renewal payment
- Returnable goods
- Subscription rules
- Trader

2. Scope

The subscription rules apply to all business-to-consumer subscription contracts unless the contract is specifically excluded.

Contracts excluded from the rules include contracts for utilities, insurance and financial services, medical prescriptions, telecoms, and cultural and heritage charitable memberships. See [section 3](#) of this guidance for a list of excluded contracts.

A subscription contract¹ is a contract:

- between a trader² and a consumer,³
- for the supply of goods, services or digital content⁴ in return for the consumer's payment,⁵
- which will auto-renew (and the consumer automatically charged) unless the consumer takes action to stop it, and
- which is not an excluded contract.

This includes free or reduced-cost periods which auto-renew onto a full or higher price period.

The subscription rules apply to all subscription contracts regardless of whether they are entered into:

- online
- over the phone
- in person on business premises
- in person off business premises (e.g. a consumer's doorstep).

The subscription rules apply to subscription contracts entered into on or after 1 January 2027.

¹ When this guidance refers to a 'subscription contract', it is referring to a contract as defined in [section 254](#) of the DMCCA.

² A trader is a person acting for purposes relating to their business, whether acting personally or through another person who is acting in their name or on their behalf. For more details, see the glossary, and for legal definitions, see [section 280\(1\)](#) of the DMCCA.

³ A consumer is an individual acting wholly or mainly outside of their business. For more details, see the glossary, and for legal definitions, see [section 280\(1\)](#) of the DMCCA.

⁴ For legal definitions, see [section 280\(1\)](#) of the DMCCA for 'goods' and [section 330](#) of the DMCCA for 'digital content'.

⁵ Payment refers to payment in money or money's worth.

3. Excluded contracts

These types of contracts are excluded from the subscription rules. For more detail on each exclusion, see the relevant exclusion in [Schedule 22](#) to the DMCCA, as amended by regulations 39 and 40 of the SCRs.

3.1 Charitable memberships

Some charities may offer auto-renewing memberships to consumers in return for their payment. However, such memberships are excluded from the subscription rules if:

- the trader is a charity,⁶
- a contract is entered into between that charity and a consumer, and
- the contract is for the supply of the goods, services or digital content to the consumer relating to the consumer viewing one or more of:
 - property⁷ preserved, maintained, kept or created by the charity in the course of carrying out its charitable purpose;
 - performances⁸ or films produced or hosted by the charity in the course of carrying out its charitable purpose.

The exclusion from the subscription rules covers cultural and heritage charitable membership contracts for the supply of goods, services or digital content that relate to the consumer viewing activities that the charity carries out as part of its charitable purpose. Examples include museums, galleries, historic properties, heritage sites, artefacts, landscapes, wildlife, gardens, and theatre or festival performances/events involving film, theatre, music, dance or spoken word.

The exclusion also applies where a charity membership gives members rights to view charitable activities of another charity.

See the FAQ in this guidance ([section 12.2](#)) for common questions in relation to charitable memberships.

⁶ As defined under the Charities Act 2011, Charities Act (Northern Ireland) 2008, or is a body entered into on the Scottish Charity Register (unless it no longer meets the charity test in section 7 of the Charities and Trustee Investment (Scotland) Act 2005).

⁷ 'Property' includes buildings, grounds or other land, plants, animals, works of art, artefacts and property of a scientific nature. For the legal definition, see paragraph 14(2) of [Schedule 22](#) to the DMCCA, as inserted by regulation 40 of the SCRs.

⁸ 'Performances' includes a scripted or unscripted dramatic or musical performance (including a concert, play, opera, musical, pantomime or similar performance), a performance of dance, and a public presentation by one or more individuals intended to entertain or address an audience. For the legal definition, see paragraph 14(3) of [Schedule 22](#) to the DMCCA, as inserted by regulation 40 of the SCRs.

3.2 Utilities

Including electricity supply, gas supply contracts, heat network contracts for heating, cooling or hot water, water supply and sewerage services.

3.3 Financial products

Including banking, credit, insurance, personal pensions, and investments.

3.4 Medical Prescriptions and products

A contract is excluded if it is for the supply of goods, services or digital content that:

- relates to the prevention, diagnosis or treatment of illness, or to a person's physical or mental health,
- is supplied under or in connection with a prescription or directions given by a prescriber, or involves a medicinal product administered by a prescriber, and
- is not an optical appliance (e.g. a contract for the supply of contact lenses or spectacles is not covered by the exclusion).⁹

A contract is also excluded where the supplier is a healthcare professional or a person included in a relevant health service list and:

- the supply is made under arrangements that form part of the UK health service; and
- the goods, services or digital content are, at least in some circumstances, provided under those arrangements free of charge or on prescription.¹⁰

3.5 Telecommunications

Contracts regulated by Ofcom, including phone, mobile and broadband contracts.¹¹

⁹ For relevant definitions of 'illness', 'medicinal product' and 'prescriber' and in England, Scotland, Wales, and Northern Ireland see [paragraph 3\(2\) of Schedule 22](#) to the DMCCA. For the legal definition of 'optical appliance', see section 36(1) of the Opticians Act 1989.

¹⁰ For definitions of 'prescriber', 'health care professional', 'health service' and 'relevant list' in England, Scotland, Wales and Northern Ireland, see [paragraph 4\(2\) of Schedule 22](#) to the DMCCA.

¹¹ Specifically, contracts for supplies where the provider is bound by a general condition imposed by Ofcom under section 45 of the Communications Act 2003 or contracts for premium rate services regulated under section 120 of the Communications Act 2003. For more detail, see [paragraphs \(5\) to \(7\) of Schedule 22](#) to the DMCCA.

3.6 Accommodation

Contracts for renting accommodation for residential purposes.

3.7 Micro-grocery businesses

Contracts between consumers and traders that qualify as micro-entities¹² where the contract is for the supply of foodstuffs, beverages or other goods intended for current household consumption and:

- the goods are supplied regularly to the consumer's home, residence or workplace, and not delivered wholly or mainly by a third party,¹³ or
- the goods are supplied for collection from the trader's premises.

For example, an individual milkman who delivers within their local area.

3.8 Package Travel

Contracts in scope of the Package Travel and Linked Travel Arrangements Regulations 2018.

3.9 Timeshares and similar holiday products

Contracts in scope of the Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010.

3.10 Childcare

Contracts for the supply of childcare and provision of school age education,¹⁴ as well as ancillary products, such as food and drink, supplied in the course of providing childcare, and similar items intended for pupils in connection with childcare activity that may be provided by a separate party to the childcare provider. Childcare includes childcare regulated by Ofsted, childminders, providers on domestic and non-domestic premises and nannies.

¹² For the legal definition of micro-entity, see paragraph [9\(4\) to \(7\) of Schedule 22](#) to the DMCCA.

¹³ Goods are delivered by a third party if they are delivered by a person acting for purposes relating to a business other than the trader's business. See paragraph [9\(8\) of Schedule 22](#) to the DMCCA.

¹⁴ A contract between a consumer (student) and an HE Provider for an undergraduate degree course is not an excluded contract because it is unlikely to meet the definition of a subscription contract (e.g. because the supply of educational services is not automatically renewed, see section 2 of this guidance). This is consistent with the approach that "excluded contracts" are those which could, without an express exclusion, meet the definition of subscription contract in section 254 of the DMCCA.

3.11 Gambling contracts

Contracts in scope of the Gambling Act 2005, the National Lottery etc Act 1993, or the Betting, Gaming, Lotteries and Amusements (Northern Ireland) Order 1985.

4.Traders' duties

This section explains the duties that traders who enter into the subscription contract with the consumer must comply with under the subscription rules. These are:

- Give key pre-contract information ([Section 4.1](#))
- Give or make available full pre-contract information ([Section 4.2](#))
- Fulfil additional pre-contract requirements ([Section 4.3](#))
- Give reminder notices ([Section 4.4](#))
- Enable consumers to bring a subscription contract to an end ([Section 4.5](#))
- Give end-of-contract notices ([Section 4.6](#))

This section also covers the timing of renewal payments ([Section 4.7](#)).

4.1 Give key pre-contract information

Traders must give **key pre-contract information** to a consumer before they enter a subscription contract. Key pre-contract information is critical information that a consumer must know and understand before they enter the contract. For example, how often payments will be taken and the amount they will be charged.

(Note that key pre-contract information is distinct from **full pre-contract information**. See [section 4.2](#) on full pre-contract information).

Traders must give consumers the key pre-contract information summarised in [Annex A](#).¹⁵

Key pre-contract information must be given:

- Before the consumer enters the contract and as close as possible before the consumer commits to the contract (e.g. before clicking the order button or signing/verbally agreeing to the contract).
- In clear and plain language so that the consumer understands it.¹⁶
- All together as one set of information, separately from the full pre-contract information and any other information.

Note: The intention is not that the key pre-contract information has to be provided in isolation. For example, it could be provided on the same screen as the purchase button and other important information specific to the contract. However, the key pre-contract information has to be together and set apart from other information, so as to ensure that it comes to the consumer's attention (e.g. be in an appropriate font, size, colour, position) and is not obscured by other information which may compete for the consumer's attention.

Generally, how traders comply with the pre-contract information requirements in this section and [section 4.2](#) may vary depending on the device, method or interface used (e.g. website, app, TV). But taken overall, the key pre-contract information should be provided first, prominently and separately from the full pre-contract information. Both sets of information should be presented in a way that brings them to the consumer's attention so as to enable the consumer to identify, consider and understand them easily.

¹⁵ [Part 1, Schedule 23](#) to the DMCCA sets out the required key pre-contract information which is summarised in [Annex A](#) of this guidance.

¹⁶ There is a general requirement in the DMCCA that when a trader gives any mandatory information required by the subscription rules, it must be given in clear and plain language and must be legible (if in writing) and audible and comprehensible (if given orally). For more detail, see [section 272\(8\)](#) of the DMCCA.

Depending on how the contract is entered into, additional requirements apply:

How the contract is concluded	Provision of key pre-contract information
Online and remotely (but not orally)	Given in writing, legibly and in a way that the consumer does not have to take any steps to read it (other than the steps the consumer must take to enter the contract). Essentially, the consumer should be able to read it during the purchase journey without having to click on a link to read it elsewhere.
Orally and remotely (e.g. on the phone or via a smart speaker)	Given verbally and in a way that is audible and comprehensible.
In person (on or off the trader's premises)	Given in writing, legibly and on a durable medium (e.g. on paper or by email).

4.2 Give or make available full pre-contract information

In addition to the **key pre-contract information**, traders must provide to the consumer the **full pre-contract information**.¹⁷

Full pre-contract information comprises the key pre-contract information plus additional important information, such as a description of the product, and the name of the trader.

This additional information is summarised in [Annex B](#) and only has to be provided to the consumer to the extent that it is applicable to the contract and not already apparent from the context.¹⁸

Full pre-contract information must be clear, understandable and accessible to the consumer.

Full pre-contract information must be **given** or **made available**¹⁹ all together and:

- before the consumer enters the subscription contract and as close as possible before the consumer commits to the contract,
- in clear and plain language, so that the consumer understands it.

¹⁷ [Part 2 of Schedule 23](#) to the DMCCA sets out the full pre-contract information which is summarised in [Annex B](#) of this guidance.

¹⁸ See [section 256\(5\)](#) of the DMCCA for more detail. An example of information which is likely to be apparent from the context will be the address of a shop which the consumer is already in.

¹⁹ 'Given' means provided directly to the consumer. Information is only considered 'made available' if the consumer can reasonably be expected to know how to access it and be able to access it. For the legal meaning of 'made available' see [Section 256\(6\)](#) of the DMCCA.

In addition:

- If a subscription contract is entered into in person, the full pre-contract information must be given in writing, legibly and on a durable medium (e.g. on paper or sent by email).
- If a subscription contract is entered online, or remotely and orally (e.g. over the phone), the full pre-contract information can be made available rather than given.

However, information is only considered to be 'made available' if the consumer can reasonably be expected to know how to access it and be able to access it. For example:

- **Signing up online:** the full pre-contract information is available on the purchase webpage via a prominent and direct link that is clearly labelled.
- **Signing up on the phone:** the salesperson clearly directs the consumer to where in their online account the consumer can find the full pre-contract information, which the consumer must be able to access before entering into the contract. If information is not clearly and prominently signposted, or is obscured in some way (e.g. buried in lengthy text), it is unlikely to meet the requirement of 'made available'.

If the full pre-contract information has not been given in writing on a durable medium before the subscription contract is entered into, the trader must give it to the consumer in that format as soon as reasonably practicable after the contract is entered into. This must happen before any goods are supplied or before any services begin to be supplied under the contract.²⁰

This ensures that, where the subscription rules allow the full pre-contract information to be provided before the contract is entered in another format, the consumer still receives it in writing on a durable medium.

Example:

- A consumer enters into a contract online.
- The trader can make the full pre-contract information available via a prominent link which the consumer can click during sign-up.
- The trader must give that information to the consumer in writing on a durable medium (eg. email), as soon as reasonably practicable after the contract is entered into and before the supply of goods or services starts.

Note: Under the CRA, most of the key and full pre-contract information provided by the trader will be treated as a term of the contract.²¹ This means that traders cannot make changes to the

²⁰ This additional duty is set out in [section 257\(9\)](#) of the DMCCA.

²¹ Which pre-contract information is treated as a term depends on whether it relates to goods, digital content or services. For goods, this includes all the pre-contract information except information about the goods' main characteristics in paragraph 14 of [Schedule 23](#) to the DMCCA. For digital content, it includes all the pre-contract information except information in paragraphs 14 and 27 of [Schedule 23](#) to the DMCCA. For services, no exceptions apply. [Section 278](#) of the DMCCA amends the relevant provisions of the CRA in relation to information provided under the subscription rules.

matters covered by this pre-contract information without the agreement of the consumer and, if the trader breaches such a term, the consumer's remedies provided for in Part 1 of the CRA apply.

4.3 Additional pre-contract requirements

Depending on how a subscription contract is entered into, there are additional pre-contract requirements to ensure that the consumer is clear that they are entering a contract.

Online contracts

Traders must give consumers information on any delivery restrictions for a product and the means of payment which can be used. This must be given in writing, and the consumer should not have to take extra steps to read it (e.g. it must be visible during the purchase process, not via clicking on a link).²²

The trader must also ensure that the last step the consumer is required to take in order to enter the contract involves an express acknowledgement that the consumer will be obliged to make payments to the trader. For example, the order/buy/subscribe button is clearly labelled. If the trader does not do this, the consumer is not bound by the contract.

Oral and remote contracts (e.g. over the phone)

If the trader contacts the consumer, the trader must state from the outset:

- their identity and, where applicable, (on whose behalf the trader is acting), and
- the commercial purpose of contacting the consumer.²³

In person contracts

If a consumer enters a contract in person and signs the contract, the trader must give the consumer a copy of the signed contract immediately after the consumer has signed it.²⁴

²² For the requirements that apply to subscription contracts entered into online, see [section 257\(1\) to \(5\)](#) of the DMCCA.

²³ [Section 257\(6\) and \(7\)](#) of the DMCCA sets out the additional requirements that apply to subscription contracts entered into orally or remotely.

²⁴ For the requirement to give the consumer a copy of a signed subscription contract entered into in person, see [section 257\(8\)](#) of the DMCCA.

4.4 Give reminder notices

Reminder notices are written notifications that traders must give consumers before certain renewal payments. Their purpose is to inform consumers that a renewal payment is due and will be taken unless the consumer takes action to stop the auto-renewal. Generally, reminder notices are required:

- Once every 6 months if the consumer is on a rolling weekly or monthly subscription contract.
- Before a contract renews for a period of 12 months or more, including an additional earlier reminder.
- Before a concessionary period ends.

Reminder notices must be given to the consumer in:

- a way that the purpose of the reminder is readily apparent to the consumer. (For example, if sent via email, the subject line could clearly indicate that the email is an important reminder about an upcoming payment),
- writing on a durable medium (e.g. email, paper, SMS).²⁵ Consumers must be able to refer back to the notice, so pop-up or push notifications which are not retrievable would not meet this requirement, and
- a way that the information which the reminder notice must contain is more prominent than any other information given to the consumer at the same time (e.g. marketing material). For example, the required information is more likely to be 'more prominent' than other information if it is presented first.

The reminder notice must contain the information summarised in [Annex C](#).²⁶ This information must be:

- in clear and plain language,
- legible, and
- given all together.

²⁵ Regulation 34 of the SCRs adds to the DMCCA requirements by prescribing how a reminder notice must be given.

²⁶ [Part 3 of Schedule 23](#) to the DMCCA sets out the information required in a reminder notice and is summarised in [Annex C](#) of this guidance.

4.4.1 Frequency of reminder notices

Reminder notices are required in relation to certain renewal payments during a subscription contract, and before concessionary periods or long-term contracts auto-renew.

A renewal payment is one that the consumer can avoid by bringing the subscription contract to an end.²⁷ Bringing a contract to an end means a consumer exercising their contractual right to stop the subscription auto-renewing onto a further contract period or automatically continuing. (For more detail, see [section 4.5.1](#) on the right to exit a contract).

Whether a renewal payment requires a reminder notice depends on the length of the auto-renewal period (and therefore when the consumer becomes liable for a renewal payment, which this guidance sometimes refers to as a renewal payment becoming 'due') and if there is a concessionary period or not.

Depending on these factors, reminder notices must be sent at these points for these types of contracts:

a) Subscription contracts with no concessionary period where the auto-renewal period is less than 12 months (eg. auto-renews weekly, monthly, quarterly)

Essentially, reminder notices are required to be given roughly every six months.

To determine exactly when reminder notices are required, and to accommodate different lengths between the consumer incurring liability to pay renewal payments (eg. monthly, quarterly), the DMCCA defines a 'relevant six-month period'.

This is a six-month period, beginning on the day after the contract was entered into and then each subsequent 6 months (beginning with day after the consumer last became liable for a renewal payment for which a reminder notice was required).²⁸

Reminders must be given ahead of **the last (or only) renewal payment during a relevant six-month period**. For example, if a consumer signs up to a contract on 1 June, where the renewal payments are monthly and due on the first of each month, a reminder would be required in respect of the 1 December renewal payment and then the next 1 June payment.

If the consumer is not liable for renewal payments during a relevant six-month period, the reminder must be given ahead of **the first renewal payment after the end of that period**. For example, if the contract auto-renews and renewal payments are due every 9 or 12 months, a reminder notice should be given for each renewal payment under the contract.

²⁷ For the legal definition of renewal payment, see [section 258\(7\)](#) of the DMCCA.

²⁸ See [section 258\(2\)](#) of the DMCCA for the legal meaning of 'relevant six-month period'.

b) Subscription contracts with no concessionary period where the auto-renewal period is 12 months or more

An additional reminder notice is required in respect of the renewal payment that the consumer becomes liable for each year. See [section 4.4.2](#) of the guidance for more details on timing requirements for reminder notices and the obligation to provide an additional reminder.²⁹

c) Subscription contracts with a concessionary period

Usually, a reminder notice is required in relation to the first renewal payment for which the consumer becomes liable under the contract. For example:

Scenario 1: A trader offers the first week of a weekly rolling contract for free, after the first week the consumer is charged at the standard rate

A reminder notice is required to be given in relation to the first renewal payment under the contract i.e. before the free period first converts to a paid-for period.

Scenario 2: A trader offers the first month of a monthly rolling contract for 50% of the full monthly cost

A reminder notice is required in relation to the first renewal payment under the contract i.e. before the discounted period first converts to the higher price.

Scenario 3: A trader offers the first month of a monthly rolling contract at a discount of 50% of the full monthly cost, the second month at a discount of 25% of the full monthly cost and third month at a 10% discount and then in month 4, the contract reverts to the full price.

A reminder notice is required in relation to the first renewal payment under the contract i.e. before, and in respect of, the renewal payment at a discounted fee of 25% of the full monthly contract price.

However, if the concessionary period offers a discounted period (rather than a free period) which is prolonged by spanning multiple renewal payment the same discounted rate, a reminder notice is required in relation to the first renewal payment at the higher rate.³⁰ For example:

Scenario 4: A trader offers a monthly rolling contract for £30 per month and the first three months are at a discounted rate of 50%

For months 1, 2 and 3, the consumer pays £15. A reminder is required in relation to (and before) the renewal payment due in month 4, when the renewal payment will first rise and

²⁹ Section [259\(6\) to \(8\)](#) of the DMCCA sets out the timing requirements for reminder notices, including the additional reminder.

³⁰ See regulation 33 of the SCRs, which makes modifications to section 258(3)(a) of the DMCCA, so that the consumer is given a reminder notice before a concessionary period that spans more than one renewal payment converts onto a higher price.

convert to the full price of £30. (Reminders are not required in relation to the renewal payments in months 2 and 3 when the discounted payment does not change).

Following the concessionary period, reminder notices must be given as frequently as they are given for subscription contracts without a concessionary period.³¹

4.4.2 Timing of reminder notices

The trader must specify in the key pre-contract information when reminder notices will be given. (eg. a reminder notice will be sent X to Y days before the consumer becomes liable for the renewal payment).

The period chosen must be reasonable for:

- alerting the consumer that a renewal payment is approaching, and
- giving the consumer enough time to decide whether to bring the contract to an end and to take the necessary steps before becoming liable for the payment.

The notice must be sent within the period stated in the key pre-contract information.

If a subscription contract automatically renews onto a period of 12 months or longer, an additional (and earlier) reminder notice is required in relation to the relevant renewal payment.

These reminder notices must be sequenced in such a way that they sufficiently inform the consumer that the renewal payment is due.³²

³¹ See [section 258\(3\)\(b\) and \(4\)](#) of the DMCCA which provides that where a subscription contract includes a concessionary period, a relevant 6-month period begins on the day after the consumer last become liable for the renewal payment for which a reminder notice was required to be given.

³² Section [259\(6\) to \(7\)](#) of the DMCCA regulates the timing and sequencing of the reminder notices required for longer renewal periods.

4.5 Enable the consumer to exit a contract by bringing it to an end

4.5.1 Contractual right to bring a contract to an end

Traders must ensure that it is easy and straightforward for consumers to exercise their contractual right to bring a contract to an end.

Bringing a contract to an end vs cancelling a contract

Bringing a subscription contract to an end means a consumer exercising their contractual right to stop the subscription auto-renewing onto a further contract period (without penalty)¹ or to stop a contract from automatically continuing. This is sometimes referred to as a right to stop a contract from automatically renewing or continuing.

When a consumer **brings a contract to an end**, they should continue to receive goods, services or digital content until the contract ends.

Ending a subscription contract in this way is distinct from the consumer's statutory rights under the DMCCA to **cancel** the subscription contract during a cooling-off period (see [section 6](#)) or because the trader has breached an implied term (see [section 5](#)). Cancellation ends the trader's obligations to supply products under the contract from the time the contract is cancelled. It also ends the consumer's liability for future payments, and the consumer may be entitled to a refund, depending on what has already been supplied before cancellation.

In this guidance, bringing a contract to an end is sometimes referred to as 'exit' or 'exiting', and arrangements for exercising that right are sometimes referred to as 'exit routes'.

Example: A consumer takes out a monthly rolling subscription on 1 March to a sports facility. The consumer pays for the first month in advance and then is charged a renewal payment at the beginning of each contract period.

- **If the consumer cancels the contract on 4 March during the initial cooling-off period**, the cancellation means that the trader's obligations to provide the service stops from that point. The trader does not have to continue supplying the contract and so the consumer would no longer be entitled to use the sports facility after cancellation. The consumer is likely to be entitled to a refund in line with the service contract rules (see [section 7.3](#)).
- **If the consumer goes into their online account on 18 March and stops the contract from auto-renewing onto a new contract period**, the contract will come to an end at the end of that month (ie. month 1). This means the consumer will not have incurred a renewal payment for month 2. The trader is obligated to supply the service until the end of month 1.

4.5.2 Exit arrangements

Traders must permit a consumer to bring a subscription contract to an end at any time during the duration of the contract, including immediately after the contract is entered.³³ (See section [4.5.1](#) on the distinction between 'bring a contract to an end' and 'cancel').

Traders must also put in place arrangements for consumers to exit the contract which enable the consumer:

- to exit the contract in a straightforward way, and
- without having to take any steps that are not reasonably necessary to bring the contract to an end.³⁴

The policy intention of the legislation is that exiting should be as easy as signing up. Therefore the requirements are more likely to be met if the trader's arrangements allow the consumer to exit within a short period of time and the consumer does not have to contact the trader more than once to exit.

Examples:

- Requiring the consumer to provide account details is likely to be considered reasonable. However, the trader must also ensure they are complying with the core legal requirements for the exit process to be straightforward and is not one which results in the consumer having to take steps which are not reasonably necessary to bring the contract to an end.
- Requiring the consumer to fill in a compulsory feedback form about why they are leaving before they can proceed to the exit process is unlikely to meet the requirements.

4.5.3 Online exit

If consumers can enter into subscription contracts online, traders must:

- enable consumers to bring the subscription contract to an end online, and
- ensure that the instructions for doing this are displayed online in a place (or places) that a consumer seeking to end the contract is likely to find them.

³³ See regulation 32 of the SCRs, which provides that a consumer may exercise a right to bring a subscription contract to an end at any time.

³⁴ See [section 260](#) of the DMCCA for the duty on traders to put in place straightforward exit arrangements to enable consumers to exercise the right to bring subscription contracts to an end.

Generally, this means that it is likely that a consumer will be able to exit their contract via the same online medium used to sign up (eg. a trader's website or app). The entry and exit mechanisms do not need to be exactly the same. However, the exit route needs to comply with the overall requirement to be straightforward and not include steps which are not reasonably necessary to exit.

For example, a consumer could bring their contract to an end via:

- A clearly labelled button on a website or in an app.
- A clearly labelled button on the consumer's online membership page or account (Note: It is not mandatory for consumers to have accounts – other options can be used).
- A simple webform on the trader's website.

We do not consider that offering an email address meets the criteria for a straightforward online exit route.³⁵

While we expect that traders will clearly signpost how a consumer can bring their contract to an end and for consumers to use those established methods, a consumer also has a right to notify a trader through a clear statement that they wish to end their subscription.

4.5.4 Offers and feedback requests

If traders make offers or seek feedback, they should ensure that this is done in a way that is consistent with the requirements that exit arrangements must be straightforward and not require a consumer to take steps that are not reasonably necessary for bringing a contract to an end (see [section 4.5.2](#)).

For example:

- If offers are made, they should not prolong the exit process or discourage the consumer from seeing it through and exercising their right to bring the contract to an end.
- If feedback is sought, it should not be compulsory for the consumer to provide this in order to exit the contract. The consumer can be given the option to provide feedback during the exit process, or the trader can seek feedback after exit.

³⁵ Note: this does not prevent email as a means by which a consumer can notify the trader (via a clear statement) of their decision to bring the contract to an end (see [section 260\(2\) and \(6\)](#) of the DMCCA).

4.6 End of contract notices

An end of contract notice must be given after a consumer has exercised a right to bring a subscription contract to an end. The purpose of an end of contract notice is to ensure the consumer has a written acknowledgment of the fact that they have exercised this right.³⁶

The notice must be given to the consumer:

- in writing on a durable medium (e.g. paper, SMS, email),
- in a way that the purpose of the notice is readily apparent to them (eg. if sent via email, the subject line should be clear that it is an end of contract notice) and,
- in a way that the required information set out in the notice is more prominent than any other information given to the consumer at the same time (e.g. marketing material).

The notice must state the date on which the contract ended or will end. This information must be legible and in clear and plain language.³⁷

The end of contract notice must be given:

- within 24 hours of the consumer's notification, if the consumer ends the contract online
- within 3 working days (beginning the day after the consumer notifies the trader), if the consumer ends the contract by other means.

³⁶ For the duty to give an end-of-contract notice, its required content and timing, see [section 261](#) of the DMCCA.

³⁷ Regulation 35 of the SCRs sets out additional requirements on how end-of-contract notices and required information must be presented.

4.7 Timing of renewal payments

Generally, the date on which the subscription contract is entered into determines both when the contract will auto-renew onto a new contract period and when the consumer is liable to pay the renewal payment for the products supplied in that contract period.

Under the subscription rules, a consumer should not become liable for a renewal payment before the contract period it covers has actually started.³⁸ This is because the subscription rules provide that a term of a subscription contract is of no effect to the extent that it seeks to make the consumer liable for a renewal payment before the first day that the contract renews.

Example: A consumer signs up to a monthly subscription contract on the 15th of the month. So generally on the 15th of each month:

- the contract will automatically renew, and the contract will continue for another contract period.
- the consumer's payment will be due, and payment will be taken from the consumer.

Under the subscription rules, a term of the contract that makes the consumer liable for a renewal payment before the 15th of each month would be of no effect.

Note: This does not mean that a trader cannot legitimately allow the consumer to choose a date for their payment to be automatically made, after liability for a renewal payment has occurred.

³⁸ This rule is set out in [section 273\(2\)](#) of the DMCCA. Regulation 37(1) of the SCRs identifies the subscription contracts to which it applies.

5. Consumer's right to cancel if a trader breaches certain duties

5.1 Right to cancel for breach of an implied term

The subscription rules establish that six of the duties placed on traders are 'implied terms'.³⁹ This means the trader is contractually bound to comply with them, even if they are not expressly written into the subscription contract. In effect, these terms are automatically added to the contract.

For four of these implied terms, the subscription rules give the consumer a right to cancel the subscription contract if they are breached in any way. These are known as 'relevant implied terms'⁴⁰ and are:

- Compliance with the duty to give the consumer the key pre-contract information.
- Compliance with the duty to give the consumer reminder notices.
- Compliance with the duty to specify (in the key pre-contract information) a period which is reasonable for giving of a reminder notice.⁴¹
- Compliance with the duty to make straightforward arrangements and without any steps which are not reasonably necessary for a consumer to bring a contract to an end.

A consumer can cancel by giving the trader a clear statement that they wish to cancel the contract. No specific form or wording is required, provided the consumer's intention is clear. The trader cannot charge a fee or penalty for cancellation.

When a consumer cancels the subscription contract under these provisions:

- the contract ends from the time the cancellation notice is given.
- neither party is required to perform future obligations under the contract.
- the consumer may be entitled to a refund (see [section 5.3](#)).

³⁹ [Section 262](#) of the DMCCA provides for six implied terms. These require the trader to comply with the duties to give key pre-contract information; give or make available full pre-contract information; give reminder notices; specify in the key pre-contract information a reasonable period for giving reminder notices; provide and maintain arrangements that allow consumers to bring the contract to an end easily; and give an end-of-contract notice and return any overpayments when the consumer ends or cancels the contract.

⁴⁰ [Section 263\(1\)](#) of the DMCCA identifies the four 'relevant implied terms' whose breach gives the consumer the right to cancel the subscription under [section 263\(2\)](#).

⁴¹ The trader's duty covered here is that set down in [section 259\(4\)](#) of the DMCCA, which places a duty on the trader to specify a **reasonable** period for giving reminder notices. The trader's duty to set out the period in the key pre-contract information is dealt with separately (see [paragraph 10 of Schedule 23](#) to the DMCCA).

Restrictions on the consumer's right to cancel: A consumer cannot exercise the right to cancel a subscription contract for breach of a relevant implied term after the end of a 12-month period. This period begins with the day after the relevant date.⁴² The subscription rules specify the relevant date for each relevant implied term.⁴³

This date for each relevant implied term is summarised in this table:

Implied term breached	When is the relevant date?	Example
Duty to give the consumer the key information As set out in section 256(1)(a) of the DMCCA (see section 4.1 of the guidance)	The day that the consumer becomes liable for the first renewal payment under the contract which has been cancelled.	In January, a consumer takes out a subscription contract which auto-renews each month. The trader fails to give the consumer the key pre-contract information. The relevant date is the day in February on which the consumer becomes liable to pay for the first renewal payment under the contract (in exchange for the supply in month 2).
Duty to give the consumer a reminder notice As set out in section 258 of the DMCCA (see section 4.4 of the guidance)	The day that the consumer becomes liable for a renewal payment for which the trader failed to give a reminder notice required under the DMCCA.	In January, a consumer takes out a monthly subscription contract which auto-renews each month. Under the DMCCA, the first reminder notice is required in July. The trader fails to give the consumer this reminder notice. In September, the consumer notices they are still paying for the subscription, and they didn't get a reminder notice. They use their right to cancel for breach of an implied term. The relevant date is the date in July on which the consumer became liable for the renewal payment

⁴² Regulation 24 of the SCRs sets out the time limit for exercising the right to cancel for breach of a relevant implied term and when that period begins.

⁴³ This is done in regulation 23 of the SCRs.

		which triggered the requirement to give a reminder notice.
Duty to specify in the key pre-contract information a period which is reasonable for giving of a reminder notice As set out in section 259(4) of the DMCCA (see section 4.4.2 of this guidance)	The day that the consumer becomes liable for the first renewal payment under the contract for which a reminder notice is required under the DMCCA.	In January 2027, a consumer takes out a subscription contract which renews annually. The trader specifies in the key pre-contract information when they will send reminder notices. However, the period specified does not meet with the ‘reasonable period’ requirements in section 259(4) of the DMCCA because it is not reasonable for the purpose of enabling the consumer to decide whether to bring the contract to an end. The relevant date is the date in January 2028 on which the consumer becomes liable to pay for the first renewal payment under the contract (i.e. in exchange for the supply in year 2).
Duty to make straightforward arrangements and without any steps which are not reasonably necessary for a consumer to bring a contract to an end As set out in section 260(1) of the DMCCA (see section 4.5 of this guidance)	The day that the consumer becomes liable for a renewal payment after: a) using arrangements that failed to comply with the DMCCA requirements, or b) seeking to use those arrangements.	In January, a consumer takes out a subscription which auto-renews monthly. In March, the consumer tries to use the trader’s arrangements to end their contract to avoid the April renewal payment. However, the arrangements do not comply with the DMCCA requirements for straightforward exit and the consumer is unable to exercise their right to end their contract which automatically renews. The relevant date is the day in April that the consumer becomes liable to pay for a renewal payment after

		using those arrangements (as the consumer could have avoided that payment if they had been able to effectively use those arrangements).
--	--	---

5.2 End of contract notices for trader's breach of a relevant implied term

Traders must send an end of contract notice if a consumer has exercised a right to cancel the subscription contract for breach of a relevant implied term. The end of contract notice must set out the date on which the contract was or will be cancelled and comply with the requirements set out in [section 4.6](#) of this guidance.

5.3 Refunds following cancellation for a trader's breach of a relevant implied term

If a consumer exercises a right to cancel the subscription contract for the trader's breach of a relevant implied term, the consumer will no longer be liable for certain payments under the cancelled contract when:

- the contract is cancelled for a listed act or omission (see [Annex D](#)) or,
- if the breach is not listed, the consumer became liable for at least one payment under the cancelled contract that they would not have become liable for if the trader had not been in breach.⁴⁴

In these situations, the presumption is that the consumer is no longer liable for payments (except for the hire-excluded amount, which applies to subscription contracts for the hire of goods)⁴⁵ that have arisen from (and including) the 'relevant date' of the breach to when the contract is cancelled.

The 'relevant date' is set out in the table in [section 5.1](#) of this guidance. Where the consumer is no longer liable for payments and those payments have already been made by the consumer to the trader, the consumer will likely be entitled to a refund of those payments.

⁴⁴ For when the payment and refund rules in this section apply, see regulations 25 and 26 of the SCRs.

⁴⁵ When a subscription contract for the hire of goods is cancelled because of the trader's breach of a relevant implied term under the subscription rules, the intention is to ensure that the payments that the consumer may no longer be liable for are limited to payments agreed in return for hiring the goods (e.g. auto-recurring rental charges) and the costs charged for delivering the hired goods to the consumer.

However, after the relevant date, if the consumer unreasonably delayed in cancelling the contract, the period during which the consumer is no longer liable for payments under the contract can be reduced.⁴⁶ While that period still begins on the relevant date, it will end when the contract would have been cancelled by the consumer if they had not unreasonably delayed in giving the trader their decision to cancel the contract.

Timing of refunds and return of goods sold: Where a consumer is entitled to a refund, they must be made by the trader without undue delay and in any event, within 14 days from the day after the contract was cancelled.

If goods are sold to the consumer under the subscription contract:⁴⁷ following the consumer exercising their right to cancel the contract for breach of a relevant implied term, the consumer does not have to return goods (for sale) received if they are no longer liable to pay for them under the subscription rules. However, after the contract has been cancelled, the trader may propose arrangements to the consumer for those goods to be returned to, or collected by, the trader. The consumer does not have to agree to these proposals and can keep the goods. However, if the consumer does expressly consent to these arrangements they must not incur any costs when complying with them.

⁴⁶ Regulation 27 of the SCRs explains how an unreasonable delay in cancelling a subscription contract for breach of a relevant implied term may reduce the period for which the consumer's liability for payments is extinguished.

⁴⁷ This does not apply to goods that were hired to the consumer under the subscription contract. The terms of the contract will determine when and how goods must be returned after the contract is cancelled.

6. Consumer's cooling-off cancellation rights

The subscription rules give consumers the right to cancel a subscription contract during two 14-day cooling-off periods:

- **Initial cooling-off period:** After the consumer enters a contract.
- **Renewal cooling-off period:** After free or discounted period auto-renews or contract auto-renews on to a period of 12 months or longer.

During an initial or renewal cooling-off period, a consumer has the right to cancel their contract without needing a reason, and without penalty.

If a consumer cancels during an initial or renewal cooling-off period:

- the contract ends from the time the cancellation notice is given,
- neither party is required to perform future obligations under the contract,
- the consumer may be entitled to a refund (see [section 7](#) on cooling-off refunds)

A consumer can cancel during a cooling-off period by notifying the trader of their decision in a clear statement. There is no requirement for how this should be done, but in the event of a dispute the burden of proof falls upon the consumer to prove that they did cancel within the cancellation period,⁴⁸ so it is advisable for consumers to have some durable proof of their cancellation. (See [section 8.2](#) of this guidance on burden of proof).

A cancellation is effective if it is sent before the end of the cancellation period, even if it is not received during the period. For these purposes, the key time is when the communication was sent, not when the trader received it.⁴⁹

The trader must send an end of contract notice after a consumer has exercised their cooling-off cancellation right. The end of contract notice must set out the date on which the contract was or will be cancelled and comply with the requirements set out in [section 4.6](#) of the guidance.

⁴⁸ See [section 272\(7\)](#) of the DMCCA for the consumer's burden of proof.

⁴⁹ [Sections 272\(4\) and \(5\)](#) of the DMCCA set out when a consumer's cancellation notice is treated as given.

6.1 Initial cooling-off period

The 14-day initial cooling-off period starts on the day the contract is entered into. When the 14 day period ends depends on whether the subscription contract is a contract under which goods are supplied:

- if this is not the case, the initial cooling-off period ends 14 days after the day on which the contract is entered into.
- if this is the case, the initial cooling-off period ends 14 days after the day on which the consumer receives the first supply of goods under the contract.⁵⁰

Example: A consumer enters into a subscription contract on 1 January.

- If no goods are supplied under the contract, the last day of the initial cooling-off period is 15 January.
- If goods are supplied under the contract and the consumer receives the first supply of goods (in full) on 10 January, the last day of the initial cooling-off period is 24 January.

For subscription contracts for the supply of hired goods or contracts for the supply of perishable goods or bespoke goods, there are some restrictions on when the consumer can exercise their right to cancel during an initial cooling-off period (see [section 6.2](#)).

Extension of initial cooling-off period

Before the contract is entered into, traders must inform the consumer about their right to cancel the contract during the initial cooling-off period.

This is done by providing the information about the right to cancel during the initial cooling-off period set out in the full pre-contract information (see [paragraph 21 of Schedule 23](#) to the DMCCA) in the way required by the subscription rules (see [section 4.2](#) on full pre-contract information).

If the trader fails to do this, the initial cooling-off period continues to run until 14 days after the day the information is given (see below) or, if the breach is not remedied, up to a maximum of 12 months (counting from when the original initial cooling-off period would have ended).⁵¹

⁵⁰ The first supply of goods under a subscription contract is not to be treated as having taken place until the consumer has received all of the goods that the consumer is due to receive as part of that supply (see [section 265\(5\)](#) of the DMCCA).

⁵¹ See regulation 5 of SCRs, which provides for the extension of the initial cooling-off period where the trader fails to meet the initial cooling-off information requirement.

The trader can remedy the breach by giving the full pre-contract information on the initial cooling-off cancellation right to the consumer in writing, on a durable medium, and in clear and plain language which is legible. This information must include when the initial cooling-off period now ends, set out the consequences of the consumer exercising the initial cooling-off cancellation right at this time, and other information in paragraph 21 of Schedule 23 of the DMCCA. The consumer must also be given information confirming that the initial cooling-off period has been extended.

6.2 Restrictions on the right to cancel during the initial cooling-off period

There are some circumstances where there are restrictions on when the consumer can exercise their right to cancel during the initial cooling-off period, or when they can waive their right altogether. This applies in the case of perishable and bespoke goods, hired goods, and digital content and this section explains how the cooling-off rights work in each case.

6.2.1 Subscription contracts for perishable goods and bespoke goods

Usually, if goods are supplied under a subscription contract, the initial cooling-off period starts when the contract is entered and ends 14 days after the day on which the consumer receives the first supply of goods under the contract. The consumer can exercise the cancellation right throughout this period (see [section 6.1](#) on the initial cooling-off period).

However, if the subscription contract includes the supply of goods and those goods are exclusively perishable goods or bespoke goods for sale, the consumer who wishes to exercise this cancellation right must do so before the expiry of 14 days beginning with the day after the subscription contract is entered into.⁵²

This restriction only applies if the trader has:

- provided the full pre-contract information about the consumer's right to cancel the contract during the initial cooling-off period (see [paragraph 21 of Schedule 23](#) in the DMCCA) and in the required way (see [section 4.2](#) on full pre-contract information requirements), and
- included in that information a statement that the consumer's right to cancel the subscription contract during the initial cooling-off period may not be exercised after the end of the period of 14 days, beginning with the day after the day on which the contract is entered into.

⁵² See regulation 8 of the SCRs, which reduces the period during which the initial cooling-off right may be exercised where the goods supplied under the subscription contract are exclusively perishable goods or bespoke goods.

6.2.2 Subscription contracts for hired goods

If the subscription contract includes the supply of goods and those goods are exclusively hired goods, the consumer who wishes to exercise their initial cooling-off cancellation right must do so before the expiry of 14 days beginning from the day after the subscription contract is entered into.⁵³

However, this restriction only applies if the trader has:

- provided the full pre-contract information about the consumer's right to cancel the contract during the initial cooling-off period (see [paragraph 21 of Schedule 23](#) in the DMCCA) and in the required way (see [section 4.2](#) on full pre-contract information requirements), and
- included in that information a statement that the consumer's right to cancel the subscription contract during the initial cooling-off period may not be exercised after the end of the period of 14 days, beginning with the day after the day on which the contract is entered into.

6.2.3 Subscription contracts for the supply of digital content

Where the subscription contract is only for the supply of digital content, a consumer who wants supply to start during the 14-day initial cooling-off period may choose to waive their right to cancel during that period.⁵⁴ The right will be waived when supply begins only if, before the trader begins supplying the digital content:

- the consumer gives their express consent⁵⁵ to the trader to begin the supply of the digital content and acknowledges that the right to cancel the contract will be lost when that supply begins, and
- the trader gives the consumer confirmation of both that consent and acknowledgement in writing on a durable medium.

If the trader begins the supply of digital content before meeting these conditions, and the consumer cancels during the 14 days initial cooling-off period, the consumer will not be liable to pay for the digital content supplied.

⁵³ For the restriction on exercising the initial cooling-off right where goods are supplied exclusively by means of hire, see regulation 9 of the SCRs.

⁵⁴ See regulation 7 of the SCRs, which sets out the conditions under which the initial cooling-off right may be lost when supply of digital content begins.

⁵⁵ 'Express consent' generally means the consumer's clear and active agreement, given through a positive action. It cannot be inferred from silence, a pre-ticked box, or merely accepting the trader's general terms and conditions.

6.3 Renewal cooling-off period

Subscription contracts have a renewal cooling-off period:

- after a concessionary period ends, and
- after a contract renews onto a period of 12 months or more.

A renewal cooling-off period starts on the day of a relevant renewal⁵⁶ and ends 14 days beginning with the day after that renewal.

A relevant renewal occurs when the consumer becomes liable for:

- **The first renewal payment** following the end of a concessionary period (eg. a trial or discounted priced period).
- **A renewal payment** when the consumer will be liable for the next renewal payment after the end of the 12-month period. This period starts the day before the consumer became liable for the renewal payment.⁵⁷ For example, this occurs in an annually renewing contract.
- **A renewal payment** when the contract continues for longer than the 12-month period⁵⁸ but the consumer will not be liable for any more renewal payments. For example, this may occur under a subscription that renews annually for a defined period of 5 years. If the contract auto-renews at the end of year 4, the consumer will not become liable for any further renewal payments under the contract.

6.4 Cooling-off notices

The purpose of a cooling-off notice is to inform the consumer that they have a 14-day period to cancel the subscription contract from the date of the relevant renewal and the consequences of cancellation including any refunds that they may be entitled to.

The cooling-off notice must state legibly and in clear and plain language:

- That the subscription contract is continuing.
- That the consumer has a 14-day renewal cooling-off period and the right to cancel, without penalty, during that period.
- When the renewal cooling-off period begins and ends.

⁵⁶ For the legal definition of 'renewal cooling-off period' and when a 'relevant renewal' occurs, see [section 265\(2\) and \(3\)](#) of the DMCCA.

⁵⁷ For the definition of the 12-month period, see section [265\(4\)\(b\)](#) of the DMCCA.

⁵⁸ The 12-month period starts the day before the consumer becomes liable for the renewal payment. See section [265\(4\)\(b\)](#) of the DMCCA.

- How the consumer can exercise their renewal cooling-off right. (For example, a link to the cancellation process, or where to find the cancellation details in their account settings).
- The consequences of the consumer exercising the right, including:
 - any refund the consumer may be entitled to,
 - any reason that refund might be diminished,
 - in respect of a contract for the supply of goods, whether the consumer will be responsible for returning those goods to the trader, and
 - in respect of a contract under which returnable goods are supplied by means of sale that cannot normally be returned by post, the likely cost of returning those returnable goods to the trader if the consumer is responsible for returning them to the trader.

The trader must give the cooling-off notice to the consumer:

- on the first day of a renewal-cooling-off period or as soon as reasonably practicable after that day,
- in writing on a durable medium,
- in a way that ensures that the purpose of the notice is readily apparent to the consumer, and
- separately from any other information.⁵⁹

Extension of the renewal cooling-off period

If the trader fails to comply with the cooling-off notice requirements, a renewal cooling-off period continues to run until 14 days after the day the breach is remedied or if the breach is not remedied, up to maximum of 12 months (which begins with the original renewal cooling-off period end date).⁶⁰

The trader can remedy the breach by giving the cooling-off notice to the consumer in writing on a durable medium. This must include when the renewal cooling-off period now ends and set out the consequences of the consumer exercising the cancellation right at this time as well as the other matters that the cooling-off notice must set out. The consumer must also be given information confirming that the renewal cooling-off period is extended. All information must be given in clear and plain language which is legible.

⁵⁹ The cooling-off notice requirements are set out in [section 266](#) of the DMCCA and regulation 36(2) to (4) of the SCRs.

⁶⁰ Regulation 6 of the SCRs sets out when an extended renewal cooling-off period ends and how a trader may remedy a failure to give the required cooling-off notice.

7. Cooling-off period refunds

When a subscription contract is cancelled during a cooling-off period, the contract ends. This includes the trader's contractual obligations to supply products to the consumer, and the consumer's liability to pay for any products supplied after the contract is cancelled.

7.1 Relevant payments

If the subscription contract is cancelled during a cooling-off period, the consumer is no longer liable for certain payments. The subscription rules identify the payments taken into account when working out the consumer's remaining liability and any refund. These are called 'relevant payments'.⁶¹

Initial cooling-off period: A 'relevant payment' is a payment that the consumer has become liable for under the contract before it was cancelled, except for certain extra delivery costs for goods⁶² and certain amounts relating to the hire of goods.⁶³

Renewal cooling-off period: For a renewal cooling-off period, a 'relevant payment' is the renewal payment that triggered the cooling-off period, plus any later payments, except for certain extra delivery costs for goods⁶⁴ and certain amounts relating to the hire of goods.⁶⁵

The subscription rules also explain how to work out the relevant payments that the consumer is still liable to pay the trader for any goods, services or digital content supplied during the cooling-off period in which the contract was cancelled.⁶⁶

This section explains this in terms of refunds. This is because, in many subscription contracts, the consumer will already have paid 'relevant payments' in advance (for example, when signing up to the contract or upon the relevant renewal).

⁶¹ "Relevant payment" is defined in regulation 4 of the SCRs.

⁶² These extra delivery costs are referred to in the SCRs as the 'optional delivery amount'. This is the amount the consumer chooses to pay above the cost of the trader's least expensive, common and generally acceptable delivery option under the contract for those goods.

⁶³ These amounts are referred to in the SCRs as the 'hire-excluded amount'. This is an amount relating to hired goods that is excluded from a relevant payment. It's the total amount of payments that the consumer became liable for under the subscription contract **over and above** the consumer's liability to pay the price agreed in exchange for the supply of the hired goods and for the delivery of those goods.

⁶⁴ This is the 'optional delivery amount'. For the legal definition, see regulation 4 of the SCRs.

⁶⁵ This is the 'hire-excluded amount'. For the legal definition, see regulation 4 of the SCRs.

⁶⁶ Regulation 11(3) and regulations 13 to 20 of the SCRs set out how the consumer's liability for relevant payments is reduced and how liability is calculated for the different types of supply.

When the consumer cancels during a cooling-off period the amount of the consumer's refund for relevant payments depends on:

- whether goods, services or digital content were supplied under the subscription contract during the cooling-off period,
- whether goods supplied were sold or hired to the consumer, and
- if goods were sold, whether they must be returned to the trader.

7.2 Goods

Sections [7.2.1](#), [7.2.2](#) and [7.2.3](#) of the guidance apply where goods are supplied by sale (referred to in this guidance as “goods for sale”) to the consumer under a subscription contract. If hired goods are supplied, the hire is treated like a service (see section [7.2.4](#) on hired goods).

If goods for sale have been supplied to the consumer during a cooling-off period, the amount of any refund of relevant payments (see section 7.1 on the meaning of “relevant payment”) to the consumer depends on the type of goods supplied:

- **Returnable goods:** Any goods which are not perishable goods, bespoke goods, relevant sealed goods that become unsealed after delivery, or goods which have become mixed inseparably due to their nature after delivery.
- **Perishable goods:** Goods which are liable to deteriorate or expire rapidly. For example, cut flowers.
- **Bespoke goods:** Goods that are made to the consumer's specifications or are clearly personalised. In practice this means that the product is specifically made or personalised to the consumer eg. a person's name embossed on a notebook. It does not include where a consumer has picked from pre-set options e.g. where a consumer chooses a colour or item from the trader's set list of options.
- **Relevant sealed goods if unsealed:** These are sealed goods which are sealed due to health protection or hygiene reasons; sealed audio recordings; sealed video recordings; sealed computer software. If they become unsealed after delivery, they are unsuitable for return.
- **Goods that, by their nature, become inseparably mixed with other items after delivery to the consumer.** For example, the delivery of oil that is delivered into a consumer's tank and so the newly delivered oil mixes with the oil already in the tank.

7.2.1 Returnable goods

Return of goods

Generally, after the subscription contract is cancelled, the consumer is responsible for returning returnable goods which have been supplied by sale during the cooling-off period and to pay the costs of return, unless the trader has agreed to cover these costs.⁶⁷ If the consumer returns the goods as required, they will likely be entitled to a refund of the price of the goods returned and their standard delivery fees.

Goods should be returned without undue delay and before the end of 14 days, beginning with the day after the consumer cancels the contract.

If a refund is due, traders must ensure that it is:

- issued without undue delay,
- within 14 days from the day after the trader receives the goods back or, if earlier, from the day after the consumer supplies evidence of having sent the goods back.⁶⁸
- made using the same payment method that the consumer used to make the original payment (unless the consumer has expressly agreed to receive the refund by a different method).

Circumstances where the trader is responsible to collect goods

If one or more of the following situations applies, the trader is responsible for collecting the goods and for the costs of doing so:

- The trader agreed to collect the goods.
- It is an off-premises subscription contract where the goods were delivered to the consumer's home and cannot be returned by the consumer by post.
- For a subscription contract cancelled during the initial cooling-off period, the trader has failed to provide the full pre-contract initial cooling-off information on returns and costs, in accordance with the requirements on how that information must be provided (see [section 4.2](#)).⁶⁹

⁶⁷ See regulation 12 of the SCRs which covers the return of returnable goods supplied by sale to the consumer including the responsibilities of the consumer and trader.

⁶⁸ See regulations 21(2) and (3) of the SCRs for the refund requirements that apply where the consumer is responsible for returning returnable goods sold to them.

⁶⁹ [Paragraph 21\(d\)\(iii\)](#) of Schedule 23 to the DMCCA specifies the initial cooling-off information about returning goods and return costs.

- For a subscription contract cancelled during the renewal cooling-off period, the trader has failed to give the consumer the cooling-off notice information on returns and costs, in accordance with how that information must be provided (see [section 6.4](#) on cooling-off notice requirements).⁷⁰

Deductions that can be made by the trader

If the consumer fails to return the returnable goods, the consumer can be liable to pay for them.⁷¹

If the consumer has over-handled the goods beyond what might reasonably be allowed in a shop and this has reduced their value, the trader can deduct that loss in value from any refund that the consumer may be entitled to.⁷² However, this cannot be more than the contract price for those goods. In addition, the consumer is only liable for this, if the trader has met the information requirements in Box 1.

Box 1: Information requirements

For a contract cancelled during the initial cooling-off period: the trader has provided to the consumer the full pre-contract information on the initial cooling-off period cancellation right (see [paragraph 21](#) of Schedule 23) as required under the DMCCA (see [section 4.2](#) on full pre-contract information);¹

For a contract cancelled during the renewal cooling-off period: the trader has provided to the consumer a cooling-off notice in relation to the renewal cooling-off period in issue as required under the DMCCA (see [section 6.4](#) on cooling-off notice requirements).¹

⁷⁰ [Section 266\(2\)\(f\)\(iii\)](#) of the DMCCA specifies the cooling-off notice information about the consumer's responsibility for returning goods. Regulation 36(1) to (3) of the SCRs also refers to the cooling-off information relating to the cost of returning returnable goods that cannot normally be returned by post.

⁷¹ See regulation 13 of the SCRs, which sets out the consumer's liability where returnable goods are not returned following cancellation.

⁷² Regulation 14 of the SCRs applies the test of whether the goods have diminished in value because of handling beyond what is necessary to establish their nature, characteristics and functioning.

7.2.2 Perishable goods and bespoke goods

If the trader has met the relevant information or notice requirements (see Box 1, [section 7.2.1](#)) and perishable or bespoke goods for sale are supplied during the cooling-off period, the consumer remains liable for the subscription contract price of those goods as well as the standard delivery costs for those goods.⁷³

Example: A consumer takes out a monthly subscription for £48 per month for a weekly flower delivery at the end of each week. The first delivery arrives on day 7 of the contract and the consumer cancels on day 10. The trader could deduct the cost of that order, giving a refund of £36.

If a refund is due, traders must ensure that it is:

- issued without undue delay,
- made within 14 days beginning with the day after the contract is cancelled, and
- made using the same payment method that the consumer used to make the original payment (unless the consumer has expressly agreed to receive the refund by a different method).

7.2.3 Relevant sealed goods

These rules apply if goods are sealed for health and hygiene; sealed audio recordings, video recordings, and computer software; or goods that may become mixed inseparably with other items (according to their nature) after delivery.

If these types of goods are supplied by sale during a cooling-off period and they are not unsealed after delivery, they should be treated as returnable goods for the purpose of cooling-off cancellation rights and refunds (see [section 7.2.1](#)). The same applies to goods for sale that, because of their nature, could become inseparably mixed with other items after delivery, but have not in fact become so mixed.

In the following circumstances, the goods are not treated as returnable goods:

- relevant sealed goods are supplied during the cooling-off period in which the contract is cancelled and are unsealed after delivery to the consumer;⁷⁴ or
- goods for sale are supplied during that period and, because of their nature, become inseparably mixed with other items after delivery to the consumer;⁷⁵

⁷³ See regulation 15 of the SCRs for how any refund is worked out where perishable or bespoke goods have been supplied during the cooling-off period.

⁷⁴ See regulation 16 of the SCRs for the rules that apply where relevant sealed goods are unsealed after delivery.

⁷⁵ See regulation 17 of the SCRs for how any refund is worked out where goods become inseparably mixed with other items after delivery.

In those cases, the consumer remains liable to pay the subscription contract price for those goods, provided the trader has met the relevant information or notice requirements set out in Box 1 in [section 7.2.1](#).

If a refund is due, traders must ensure that it is:

- issued without undue delay,
- made within 14 days beginning with the day after the contract is cancelled, and
- made using the same payment method that the consumer used to make the original payment (unless the consumer has expressly agreed to receive the refund by a different method).

7.2.4 Hired goods

The subscription rules only cover the consumer's liability under the subscription contract for the price agreed for *hiring* the goods over a period, plus any standard delivery fees. They do not determine whether the consumer must pay other amounts under the hire contract, for example because the consumer failed to take reasonable care of the goods, failed to return them in accordance with the contract or incurred charges or penalties in connection with their use. Those matters are determined by the contract terms (provided those terms are fair under Part 2 of the CRA).

If hired goods are supplied during a cooling-off period and the consumer cancels the subscription contract during that period, the consumer may still have to pay for the hire up to the time of contract cancellation, provided the relevant requirements set out in Box 2 of [section 7.3](#) have been met.⁷⁶

The refund rules for service subscription contracts in [section 7.3](#) explain how that amount is worked out. However, in relation to hired goods, the subscription rules accommodate only the fact that the consumer will be charged for the hire on a time basis.

If a refund is due, traders must ensure that it is:

- issued without undue delay.
- made within 14 days beginning with the day after the contract is cancelled, and
- made using the same payment method that the consumer used to make the original payment (unless the consumer has expressly agreed to receive the refund by a different method).

⁷⁶ For the amount the consumer may have to pay for the hire (before cancellation) during the cooling-off period, see regulation 18 of the SCRs.

7.3 Services

If no services have been supplied to the consumer during the cooling-off period in which the contract is cancelled, the consumer will be entitled to a refund of any relevant payments paid. If services agreed under the subscription contract have been supplied to the consumer during this period (before contract cancellation), the consumer may be liable to pay for those services provided that the conditions set out in Box 2 have been met.⁷⁷

Box 2: Conditions

In the case of cancellation during the **initial cooling-off period**:

- the trader has provided the full pre-contract information on the initial cooling-off cancellation right as required, (see Box 1 on information requirements in [section 7.2.1](#))
- before the supply of service begins to the consumer, the consumer has given their express consent for the trader to begin the supply of those services, and
- for off-premises subscription contracts, the above express consent was made by the consumer in writing on a durable medium.

In the case of cancellation during the **renewal cooling-off period**, the trader has complied with the cooling-off notice requirements (see Box 1 [section 7.2.1](#)).

If a service agreed under the subscription has been paid for but the service has not been fully completed (in return for that payment) before the contract is cancelled, the consumer may remain liable to pay for the part of that service performed during the cooling-off period before the contract is cancelled.

In these circumstances, the consumer's liability must be calculated:

- as a proportion of the total relevant payments (price) agreed under the contract for the full supply of the service in issue,
- by reference to the contract offer which may be based on time or unit, and
- by reference to the contracted service that has been supplied to the consumer during the cooling-off period until the contract was cancelled.

Example 1: A trader provides an annual membership for £365 per year for unlimited access to their facilities. The consumer cancels on day 4, the consumer is liable to pay £4 to reflect that the trader had supplied the agreed services for four of the 365 contracted days.

⁷⁷ Regulation 19 of the SCRs describes how refunds are calculated where services are supplied during the cooling-off period, before cancellation.

Example 2: A trader provides a membership for £50 per month entitling the member to ten visits to their facilities each month. The consumer cancels on day 4 after two visits. They are liable to pay £10, reflecting that the trader has supplied services for two of the ten contracted occasions.

To note:

- The subscription rules do not require all proportionate refunds to be calculated on a time basis. However, where a subscription contract provides unlimited access to a service for a specified time (such as unlimited access to certain facilities), and the consumer cancels during a cooling-off period, the amount that the consumer remains liable to pay is likely to be calculated by reference to the period for which the agreed service was supplied during the cooling-off period before cancellation.
- A proportionate refund is a minimum requirement and intended to ensure that businesses are paid for the proportion of the contract they perform. If businesses judge that it is too administratively burdensome to calculate and issue a proportionate refund, they can issue a full refund.
- If the contract clearly has a separate fee in return for a one-off, additional service and this service is supplied in full to the consumer during the initial cooling-off period in which the contract is cancelled (and before the contract is cancelled), the consumer may remain liable for this fee.⁷⁸

If a refund is due, traders must ensure that it is:

- issued without undue delay,
- made within 14 days beginning with the day after the contract is cancelled, and
- made using the same payment method that the consumer used to make the original payment (unless the consumer has expressly agreed to receive the refund by a different method).

7.4 Digital content

Initial cooling-off period

If the subscription contract is for the supply of digital content only, the consumer may waive their right to cancel the contract during the initial cooling-off period.

If the consumer's initial cooling-off cancellation right is not waived in accordance with the subscription rules (see [section 6.2.3](#)) and digital content is supplied during the 14 days period, the

⁷⁸ Providing that the requirements in Box 2 in [section 7.3](#) have been met. This ensures that the consumer has given their express consent to those separate and additional services being performed in exchange for a separate fee in the initial cooling-off period before supply of the service has begun.

consumer will not be liable to pay for the digital content supplied if they exercise their initial cooling-off cancellation right.

Renewal cooling-off period

If a digital content subscription contract is cancelled during a renewal cooling-off period, the consumer may be liable to pay for the digital content supplied during that period providing the trader has given the cooling-off notice as required (see the conditions in Box 2 in [section 7.3](#) on services).⁷⁹ This also applies if digital content is supplied under a mixed contract (see [section 7.5](#) on mixed contracts).

If digital content agreed under the subscription has been charged for but the full digital content (in return for that payment) has not been supplied during the renewal cooling-off period before contract cancellation, the consumer may remain liable to pay for the proportion of the digital content supplied.

In these circumstances, the consumer's liability must be calculated:

- as a proportion of the total relevant payments (price) agreed under the contract for the full supply of the digital content in issue,
- by reference to the contract offer which may be based on time or unit, and
- by reference to the digital content that has been supplied to the consumer during the cooling-off period until the contract was cancelled.

Example 1: A trader provides an annual membership for £365 per year for unlimited access to their film library. The contract auto-renews onto a second year. The consumer cancels on day 4 of the renewal cooling-off period, the consumer is liable to pay £4 to reflect that the trader has performed the contract for the supply of digital content for four of the 365 contracted days.

Example 2: A trader provides a one-month free trial for membership to their film library which after the first free month auto-renews onto a price of £50 per month entitling the member to download 10 films each month. The free-trial auto-renews and the contract is cancelled on day 4 of the renewal cooling-off period after the consumer has downloaded 2 films. They are liable to pay £10.

Note:

- The subscription rules do not require all proportionate refunds to be calculated on a time basis. However, where a subscription contract provides unlimited access to digital content for a specified time, and the consumer cancels during a cooling-off period, the amount that

⁷⁹ Regulation 20 of the SCRs describes how refunds are calculated where services are supplied during the cooling-off period, before cancellation.

the consumer remains liable to pay is likely to be calculated by reference to the period for which the digital content was supplied during the cooling-off period before cancellation.

- A proportionate refund is a minimum requirement and intended to ensure that businesses are paid for the proportion of the contract they perform. If businesses judge that it is too administratively burdensome to calculate and issue a proportionate refund, they can issue a full refund.

If a refund is due, traders must ensure that it is:

- issued without undue delay,
- made within 14 days beginning with the day after the contract is cancelled, and
- made using the same payment method that the consumer used to make the original payment (unless the consumer has expressly agreed to receive the refund by a different method).

7.5 Mixed contracts

Subscription contracts can offer a wide mix of products including physical products, access rights, discounts, and benefits with other traders. These subscriptions may be a mixed contract for a combination of goods, services or digital content. This section sets out principles on how a mixed contract should be treated in relation to refunds under the subscription rules.

For mixed subscription contracts, the trader must work out separately what the consumer remains liable to pay for each product supplied during the cooling-off period before contract cancellation. In general, the trader should:

- identify the total amount of the relevant payments under the contract (see [section 7.1](#) for an explanation of relevant payments);
- work out, for each product supplied during the cooling-off period, how much of that amount the consumer remains liable to pay;
- add those amounts together, if the consumer remains liable for more than one product supplied during that period; and
- deduct that total from the total amount of the relevant payments to work out how much of the consumer's liability is extinguished and, if already paid, how much must be refunded.⁸⁰

⁸⁰ For details of how liability is worked out under a mixed contract, see regulations 11(3) and (4) of the SCRs.

For example, if both goods and services were supplied during a cooling-off period, the trader should:

- Identify the total amount of the relevant payments under the contract.
- Consider the goods component and follow the relevant rules e.g. are the goods returnable and if so, who is responsible for returning them? See [section 7.2](#) for the return and refund rules on goods).
- Consider the service component and follow the relevant rules e.g. has the service been fully or partially performed in return for a payment? See [section 7.3](#) on refund rules for services.

Note: This is only necessary if the trader wishes to reduce the refund – they can also choose to refund all the payment(s) the consumer remains liable for.

7.6 Ancillary contracts

An ancillary contract is one that is ancillary to and relates to the main subscription contract, which is provided by the trader (or by a third party with whom the trader has an arrangement).

For example, if a consumer enters a subscription contract for goods, and takes out a related insurance with the same trader, the goods contract is the main contract, and the insurance is the ancillary contract.

If a consumer cancels the main subscription contract during an initial cooling-off period, any ancillary contract relating to that subscription contract is automatically cancelled.

When the main subscription contract is cancelled, the trader to that contract must inform any other trader with whom the consumer has an ancillary contract that the main subscription contract has been cancelled.⁸¹ If the ancillary contract is itself a subscription contract, the subscription rules apply to the consumer's liability for payments under that contract (see [section 7](#)).

Note: Insurance and financial services contracts may be ancillary contracts for this purpose, even though such contracts are excluded contracts under [Schedule 22](#) of the DMCCA.

⁸¹ Regulation 22 of the SCRs sets out the effect of cancellation on an ancillary contract, including the trader's notification obligations.

8. Miscellaneous

8.1 Multiple cancellation rights

A consumer may sometimes have more than one right to cancel a subscription contract under the subscription rules. For example, at the time of cancellation the consumer has both:

- a right to cancel because the trader has breached an implied term of the contract; and
- a right to cancel during a cooling-off period.

Unless the consumer chooses otherwise, the subscription rules provide that the consumer is taken to have exercised whichever cancellation right gives them the most advantageous outcome.⁸² This is the one that reduces the consumer's liabilities under the cancelled contract to the greatest extent. This should be determined by considering:

1. How much of the consumer's payment obligations under the cancelled contract are reduced, and
2. For contracts involving goods supplied by sale (i.e. not hired goods):
 - the extent to which the consumer is treated as having paid for goods already received under the contract, and
 - whether the consumer remains liable in relation to any right of the trader to recover those goods.

8.2 Burden of proof

If a trader sends information or a notice required under the subscription rules by email, an online message or another form of electronic communication, it is treated as having been given by the trader and received by the consumer, at the time it is sent.

This applies even if the consumer does not actually receive the communication, provided the failure to receive it is due to circumstances beyond the trader's control.⁸³

In any dispute between a trader and a consumer:

- About whether the trader has given information or a notice to the consumer in accordance with the subscription rules, the trader must prove that the required information or notices were given to the consumer correctly and in accordance with the subscription rules.

⁸² See regulation 31 of the SCRs, which explains how the cancellation right giving the consumer the most advantageous remedy is determined.

⁸³ Section [272\(2\) and \(3\)](#) of the DMCCA sets out when information or notices sent electronically are treated as having been given and received.

- About whether the consumer has notified the trader in accordance with the subscription rules and when the notice was given, the consumer must prove that they gave notice to cancel (i.e. during a cooling-off period or for the trader's breach of a relevant implied term) or to bring the subscription contract to an end, and when that notice was sent.⁸⁴

⁸⁴ See [section 272\(6\) and \(7\)](#) of the DMCCA, which sets out the burden of proof where there is a dispute about whether information or notices have been given.

9. Offences

When entering into an off-premises subscription contract with a consumer (for example, on a consumer's doorstep), it is a criminal offence⁸⁵ for a trader to fail to provide the consumer with information about their initial cooling-off rights as required by the DMCCA.⁸⁶

A person other than the trader may also commit the above offence where the failure is due to that person's act or omission, for example, where another person acts on the trader's behalf in signing the consumer up to the off-premises subscription contract.

A person convicted of the offence may be liable to a fine.⁸⁷

⁸⁵ [Section 268](#) of the DMCCA creates the offence and subsection (5) defines an 'off-premises subscription contract' for these purposes. [Section 269](#) provides for a defence of due diligence, and [section 270](#) makes provision for offences by officers of body corporate and partners of Scottish partnerships.

⁸⁶ The required information is the key pre-contract information in [paragraph 11\(a\)](#) of Schedule 23 to the DMCCA, given in accordance with [section 256\(1\)\(a\)](#), and the full pre-contract information set out in [paragraph 21](#) of Schedule 23, given or made available in accordance with [section 256\(1\)\(b\)](#). Paragraph 11(a) of Schedule 23 requires a summary of the consumer's right to cancel during the initial cooling-off period, and paragraph 21 sets out information about that right.

⁸⁷ See [section 271](#) of the DMCCA, which provides for the fines that may be imposed following conviction.

10. Private redress and enforcement

10.1 Private redress

Private redress refers to the rights available to consumers to seek a remedy directly from a trader where the trader has breached their duties under the subscription rules. If a consumer considers that the trader has breached their duties, they can ultimately pursue private redress remedies through the courts.

The subscription rules provide for private redress remedies where certain trader duties are breached. For example, some trader duties under the subscription rules are treated as implied terms of a subscription contract. Implied terms means that they are considered terms of the contract, even if they are not expressly written in it. For certain implied terms, where they are breached by the trader, the consumer has a statutory right to cancel the contract and to seek financial redress as set out in the subscription rules (see [section 5](#) on consumer's right to cancel if a trader breaches certain duties).

The DMCCA also protects consumers by preventing traders from relying on contractual terms which contravene the subscription rules. These types of terms have no legal effect and so cannot be relied upon or enforced by a trader.⁸⁸ This includes a contract term that seeks to exclude or restrict a trader's liability arising from any of the contract terms implied into the contract by the subscription rules.

However, the subscription rules do not replace or limit other remedies available to consumers. Any rights that the consumer may have under the general law or other legislation for breach of any contract term of a subscription contract are not limited by the rights given to a consumer under the subscription rules. Consumer's rights under the subscription rules sit alongside any other remedies that may be available to the consumer under the general law, provided that the consumer does not recover twice for the same financial loss.⁸⁹

⁸⁸ Section [273\(1\)](#) of the DMCCA provides that a term of a subscription contract is of no effect to the extent that it excludes or restricts a trader's liability arising under specific implied terms.

⁸⁹ Section [274](#) of the DMCCA preserves other remedies available to the consumer while preventing double recovery for the same loss.

10.2 Enforcement

Infringements of the subscription rules by a trader can result in action being taken by a public enforcer under Part 3 of the DMCCA where there is harm to the collective interest of consumers.⁹⁰

Part 3 of the DMCCA provides two main routes of public enforcement:

Court-based enforcement, where enforcers may apply to the court for orders to stop or prevent infringing conduct. The court also has the power to impose financial penalties on an infringing business. Public enforcers include the Competition and Markets Authority (“CMA”) and Trading Standards authorities as well as sector regulators.

Direct enforcement by the CMA.⁹¹ Under the direct enforcement route, the CMA may investigate suspected infringements and take enforcement action itself.⁹² The CMA under their direct enforcement powers, may:

- Open an investigation into suspected breaches of consumer law.
- Issue a provisional infringement notice setting out its concerns.
- Accept undertakings from a trader to remedy breaches.
- Issue a final infringement notice where it is satisfied that consumer law has been infringed.
- Impose financial penalties where appropriate (up to £300,000 or 10% of global turnover, whichever is higher).⁹³

Public enforcement must be conducted in line with public law principles.

⁹⁰ [Section 148](#) of the DMCCA provides that a relevant infringement must harm the collective interest of consumers, meet the UK connection condition and meet the specified prohibition condition.

⁹¹ Other enforcers may gain direct enforcement powers.

⁹² Chapter 2 of Part 4 of the DMCCA which contains the subscription contract rules, is listed in [Schedule 15](#) for court-based enforcement and in [Schedule 16](#) for CMA direct enforcement.

⁹³ See the CMA's [Direct consumer enforcement guidance \(CMA200\)](#) for further information on the CMA's investigative, enforcement and penalty powers under Part 3 of the DMCCA.

11. Glossary

These terms are used in this guidance when explaining the subscription rules. Some have specific meanings in legislation. Where a term has a specific legal meaning, this glossary provides a summary explanation and signposts the relevant provision in the legislation. The legislation takes precedence over the explanation in this glossary.

Ancillary contract: A contract under which the consumer receives goods, services or digital content related to the main subscription contract from the trader to that contract or from a third party under an arrangement with that trader. (For more detail, see [section 7.6](#) of the guidance).

Bespoke goods: Goods that are made to the consumer's specifications or are clearly personalised. (For the legal definition, see regulation 3 of the SCRs).

Bringing a contract to an end: Exercising a contractual right to stop a subscription contract continuing or renewing automatically. (For more detail, see [section 4.5.1](#) of this guidance and for the legal definition see [section 254\(4\)](#) of the DMCCA).

Cancelling a contract: Exercising a right to cancel a subscription contract during a cooling-off period under [section 264\(1\)](#) of the DMCCA, or exercising a right to cancel the contract for breach of a relevant implied term under [section 263\(2\)](#) of the DMCCA. (For more information on cooling off rights, see [section 6](#) of this guidance. For more information on cancelling for breach of a relevant implied term, see [section 5](#) of this guidance).

Concessionary period: A free or discounted period under a subscription contract after which a consumer becomes liable for payments or higher payments, unless they end the contract. For example, a free trial, discount or low-cost introductory offer for a specified period that automatically converts to a paid subscription. (For the legal definition, see [section 254\(3\)](#) of the DMCCA).

Consumer: An individual acting for purposes that are wholly or mainly outside their trade, business, craft or profession (For the legal definition, see [section 280\(1\)](#) of the DMCCA).

Cooling-off notices: A notice that a trader must give in relation to each renewal cooling-off period. It informs the consumer that the contract is continuing, that they have a 14-day cooling-off cancellation right, when that period begins and ends, how they cancel, and the consequences of cancelling. (For more detail, see [section 6.4](#) of this guidance).

Digital content: Data which is produced and supplied in digital form (For the legal definition, see [section 330](#) of the DMCCA).

Durable medium: Paper, email or any other medium that allows information to be addressed personally to the consumer, stored for as long as they may need it, and reproduced exactly as it was sent. (For the legal definition, see [section 280\(1\)](#) of the DMCCA).

End of contract notices: A notice confirming that a subscription contract has been cancelled or brought to an end, stating the date on which the contract ended or will end. (For more information, see [section 4.6](#) of this guidance).

Full pre-contract information: The key pre-contract information, and additional important information specified in [Part 2](#) of Schedule 23 to the DMCCA, which must be given or made available to the consumer before they enter into a subscription contract, and in accordance with [section 256](#) of the DMCCA. (For more detail see section 4.2 of this guidance).

Goods: Items supplied under a subscription contract, including immovable property, rights and obligations, and water, gas and electricity if they are put up for sale in limited volume or set quantity. (For the legal definition, see [section 280\(1\)](#) of the DMCCA).

Hired goods: Goods that the consumer has possession of and use for a period determined under the subscription contract, without becoming their owner. (For the legal meaning of 'hire', see regulation 4 of the SCRs).

In person contract: A contract entered into in the simultaneous physical presence of the trader and the consumer (For the legal definition, see [section 256\(7\)\(a\)](#) of the DMCCA).

Initial cooling-off period: The period during which a consumer may cancel a subscription contract after entering into it (For the legal definition, see [section 265\(1\)](#) of the DMCCA).

Key pre-contract information: The critical information specified in [Part 1](#) of Schedule 23 to the DMCCA that the consumer must know and understand before they enter into a subscription contract. (For more information, see [section 4.1](#) of this guidance).

Made available: Information that the consumer can reasonably be expected to know how to access and is able to access. (For the legal definition, see [section 256\(6\)](#) of the DMCCA).

Mixed contract: A subscription contract that supplies a combination of goods, services or digital content.

Off-premises subscription contract: A subscription contract entered into in one of the circumstances specified in [section 268\(5\)](#) of the DMCCA.

Optional delivery amount: The extra amount the consumer chooses to pay for delivery, over and above the trader's least expensive common and generally acceptable delivery option. (For the legal definition, see regulation 4 of the SCRs).

Perishable goods: Goods that are likely to deteriorate or expire quickly. (For the legal definition, see regulation 3 of the SCRs).

Relevant implied terms: compliance with each of the following duties is an implied term in every subscription contract and a breach of each term gives the consumer a right to cancel the contract: duty to give the consumer the key pre-contract information, duty to give the consumer reminder notice, duty to specify in the key pre-contract information a reasonable period for giving of a

reminder notice and the duty to make straightforward arrangements and without any steps which are not reasonably necessary for a consumer to bring a contract to an end. See [section 263\(1\) and \(2\)](#) of the DMCCA.

Relevant payment: A payment taken into account when working out any refund due to the consumer, after they cancel during a cooling-off period. (For the legal definition, see regulation 4 of the SCRs).

Relevant renewal: A renewal payment liability that gives rise to a renewal cooling-off period (For the legal definition, see [section 265\(3\)](#) of the DMCCA).

Relevant sealed goods: Goods sealed for health protection or hygiene reasons, sealed audio, video recordings and computer software. They are not treated as returnable goods if they are unsealed after delivery. (For more information, see [section 7.2.3](#) of the guidance and for legal definition, see regulation 3 of the SCRs).

Reminder notices: A notice that a trader must give before certain renewal payments become due (For more information see [section 4.4](#) of this guidance and for the legal definition, see [section 258\(1\)](#) of the DMCCA).

Remote contract: A contract entered into without the simultaneous physical presence of the trader and the consumer (For the legal definition, see [section 256\(7\)\(b\)](#) of the DMCCA).

Renewal cooling-off period: A period during which the consumer may cancel after certain renewals, including after a concessionary period and renewals onto a period of 12 months or more (For more information see [section 6.3](#) of the guidance and for the legal definition, see [section 265\(2\)](#) of the DMCCA).

Renewal payment: A payment for which the consumer automatically becomes liable under a subscription contract and which the consumer could avoid by exercising a contractual right to bring the contract to an end (For the legal definition, see [section 258\(7\)](#) of the DMCCA).

Returnable goods: Goods other than perishable goods, bespoke goods, relevant sealed goods that have been unsealed after delivery, or goods that have become inseparably mixed due to their nature with other items after delivery (For the legal definition, see regulation 3 of the SCRs).

Subscription rules: Part 4, Chapter 2 of the DMCCA and/or the SCRs.

Trader: A person acting for purposes relating to that person's business or trade, whether acting personally or through another person acting in their name or on their behalf. In this definition, 'business' includes the activities of any government department or local or public authority. (For the legal definitions of 'trader' and 'business', see [section 280\(1\)](#) of the DMCCA).

12. FAQ

12.1 Scope and definitions

1. Do the subscription rules apply retrospectively to existing contracts?

No, the rules only apply to new subscription contracts entered into on or after the subscription regime comes into force on the 1 January 2027.

2. If an existing contract auto-renews onto a new term, e.g. an annual contract rolls over, do the subscription rules start to apply?

The subscription rules only apply to contracts entered into on or after 1 January 2027. In general, we consider best practice would be for consumers to receive consistent protections, regardless of when they take out their contract.

3. Do the subscription rules apply to business-to-business subscription contracts?

No, they do not apply to business-to-business contracts. For example, if a business subscribes to services from another business, or purchases subscriptions for use by its employees, it will be a business-to-business contract and subscription rules will not apply.

The subscription rules only apply to defined contracts between a trader and a consumer.

A consumer is an individual (i.e. a natural person rather than a company, etc.) acting for purposes that are wholly or mainly outside their business. A trader is a person acting for purposes relating to their business (whether acting personally or through another person acting in their name or on their behalf). See [section 280\(1\)](#) of the DMCCA.

4. How do the rules apply if one product in a subscription is within scope of the subscription rules and another is excluded? For example, what happens if a gym membership, streaming service or visitor-attraction membership is bundled with a bank account or mobile phone contract?

As a starting point, traders should consider whether the products that form part of a bundle are supplied under a single contract or separate contracts. For example, if the products are supplied under separate contracts, each contract should be considered separately against the DMCCA's definition of a subscription contract (see sections 2 and 3 of the guidance). If they are supplied under a single contract, the inclusion of an excluded product does not mean that the whole contract is excluded. The contract will be excluded from the

subscription rules only if, **and to the extent that**, it falls within a description in [Schedule 22](#) to the DMCCA

5. How do the rules apply where products in a bundle are regulated under different regimes? For example, what happens where a bundle includes TV streaming regulated under the subscription rules and broadband regulated under the telecoms rules?

Traders will need to consider the specific facts, circumstances and contractual arrangements in place and meet the requirements of each applicable regime.

6. What is the difference between digital content and services? What about digital services?

[Section 330](#) of the DMCCA defines digital content as “data that is produced and supplied in digital form”. It is for traders to consider whether their products fall within the scope of this definition.

This definition of digital content is consistent with other consumer protection legislation including the Consumer Contracts Regulations (CCRs) 2013 and the Consumer Rights Act 2015 (CRA).

We would not expect the application of the subscription rules to raise new questions about what is digital content and what is a service.

7. What does it mean for a consumer to give express consent?

Express consent means the consumer’s clear and active agreement, given through a positive action. It cannot be inferred from silence, a pre-ticked box, or merely accepting the trader’s general terms and conditions. Any tick box should clearly and specifically state what the consumer is agreeing to.

8. What qualifies as a ‘durable medium’? Do in-app notifications or text messages qualify?

Generally, ‘durable medium’ is paper, email or any other medium that is addressed personally to the consumer, can be stored and accessed by the consumer, and where the information cannot be changed.

As such, we expect a letter, email, SMS or WhatsApp message may qualify, as long as the consumer could retain and retrieve it. However, an in-app message/notification which

appears briefly but cannot be retained and revisited by the consumer would not meet this criterion.

If traders are unsure whether their message qualifies as a 'durable medium', they should consider if it meets the legal definition in [section 280\(1\)](#) of the DMCCA.

9. If we are based outside the UK and sell to UK consumers, do we have to comply with the subscription rules?

Yes, traders who sell to UK consumers need to comply with consumer protection regulations.

10. If we offer our subscriptions to non-UK consumers, do the subscription rules apply?

This will depend on the specific facts and circumstances. In particular, businesses should consider whether the subscription contract has a close connection with the UK for the purposes of [section 275](#) of the DMCCA. Businesses should not assume the subscription rules do not apply simply because the consumer is outside the UK or because the contract chooses a non-UK law.

11. If a consumer enters into a subscription through an app store, or a trader uses another business to manage matters such as billing, who is responsible for fulfilling the requirements in the subscription rules?

Broadly speaking, the duties under the subscription rules are on the trader with whom the consumer enters into the subscription contract. This ensures that the consumer is entitled to redress for breach of those rules from the trader that they contracted with.

We appreciate that it is common for traders to enter into agreements with other traders in relation to delivering consumer-facing matters on their behalf. The Government expects all traders who transact with consumers to comply with relevant consumer protection legislation.

12.2 Charitable memberships

12. Are all charitable memberships excluded from the subscription regulations?

The charitable exclusion applies to a contract between a charity and a consumer for the supply of goods, services or digital content that relates to the consumer viewing cultural or heritage activities that the charity carries out as part of its charitable purpose.

For example, cultural or heritage charitable memberships which, in exchange for a monthly or yearly “membership fee”, give a consumer free access to paid exhibitions, or other benefits related to the consumer viewing the charitable works such as priority bookings to exhibitions or free car parking at the charity’s site. [Section 3.1](#) of this guidance sets out the criteria of the exclusion.

If a charity offers a charitable membership but does not supply goods, services or digital content in exchange for payments to the charity, this arrangement would not fall within the scope of the subscription rules. This position is not necessarily changed just because the charity updates these members about its charitable activities, for example, by sending them newsletters.

For example, the subscription rules are unlikely to apply if someone is a member of a local charitable friends’ scheme and makes regular payments to the charity and, consistent with the member’s expectations, the charity is under no contractual obligation to supply services, goods or digital content to the member in exchange for those payments. Similarly, the consumer is under no contractual obligation to make the payments.

If a charity is unsure how the rules apply to their activities and circumstances, they should consider seeking legal advice.

13. Our sites / collections are free for all to visit, but we offer paid auto-renewing memberships which in return give members other benefits (eg. free parking at our sites and shop discounts). Does the charitable membership exclusion apply?

The subscription rules may not apply, see answer to Q.12.

14. We offer paid auto-renewing memberships that offer priority booking / free / discounted tickets to our performances and events. Does the charitable membership exclusion apply?

The subscription rules may not apply, see answer to Q.12.

15. Lots of our members only have postal addresses – do we have to write to all our existing members?

The subscription rules only apply to subscription contracts entered into on or after 1 January 2027. They do not apply retrospectively so you would not be legally required to send notices to existing members.

16. Can charities still claim Gift Aid?

Yes, where the requirements of HMRC's Gift Aid rules are met. See [HMRC guidance, section 3.13.4](#) for more detail.

12.3 Key and full pre-contract information

17. When a subscription contract is entered into online can we provide a link to the key pre-contract information?

No, the intention is that the consumer must be given the key pre-contract information before they enter the contract without having to take any extra steps. See [section 4.1](#) for the requirements

18. When a subscription contract is offered online, can we provide a link to the full pre-contract information?

Yes, the full pre-contract information can be made available before the contract is entered into. For example, via a clear and prominent link on a website or app.

However, the trader must still comply with the 'make available' requirements, which includes ensuring that the consumer can access information and so the link should take the consumer directly to the full pre-contract information. This information must be made available together and not be obscured or buried by other information. In addition, where the full pre-contract information is made available by a link pre-contract, the trader must meet the requirement to give the full pre-contract information in a durable medium (e.g., email) as soon as reasonably practicable after the contract is entered into. See [section 4.2](#) on full pre-contract information.

19. Can the full pre-contract information be included in our written Terms and Conditions or does it need to be completely separate?

The full pre-contract information can be included in the Terms and Conditions, but it must be given or made available all together, and in the way set out in [section 4.2](#). If it is included in the Terms and Conditions, those requirements still need to be met. For example, the information should be presented all together, clearly and legibly and should not be buried or scattered amongst other information.

20. If a subscription contract has a trial, should the key and full pre-contract information be only about the trial, or include information about the contract period that the trial will auto-renew onto?

The key and full pre-contract information covers information about the trial period and the operation of the contract after that period. All pre-contract requirements which apply to the subscription contract must be complied with.

12.4 Reminder notices and cooling-off notices

21. Reminder notices should be given a reasonable period before the consumer becomes liable for a payment. What would be a reasonable period?

It is important that the notice is given with sufficient time for the consumer to see it, to decide whether to bring the contract to an end and, if they choose, to take action to stop the renewal payment.

A reminder period is unlikely to be given within a reasonable time if it gives the consumer no real opportunity to decide whether to bring the contract to an end before becoming liable for the renewal payment and then to take the necessary steps to do so.

22. If a consumer is on a monthly rolling contract, do reminders need to be sent every month?

No, for monthly rolling contracts, reminders are due roughly every six months. See [section 4.4](#) on reminder notices for more detail.

23. When are reminder notices due if a monthly rolling contract is free for the first 3 months?

Reminder notices are linked to renewal payments. If there is a free concessionary period, a reminder notice is due ahead of the first renewal payment (when the contract converts to full or higher price) and then reminder notices are roughly due every 6 months. See [section 4.4](#) on reminder notices for more detail.

24. How do reminder notices work where a subscription contract automatically renews at intervals but has a fixed end date?

The usual reminder notice requirements set out in [section 4.4](#) apply to renewal payments during the fixed period. For example, if a contract automatically renews every six months over a fixed term of two years, a reminder notice is required in relation to each six-monthly renewal payment.

25. Can we include other information in the reminder notices e.g. promotional material?

Yes, however a reminder notice must be given in a way that ensures that the prescribed reminder notice information is more prominent than any other information given at the same time as this notice. See [section 4.4](#) for the full requirements for reminder notices.

26. Can we include other information in the cooling-off notice eg. promotional material?

No, the cooling-off notice must be given separately from any other information. See [section 6.4](#) for the full requirements for cooling-off notices.

27. Can reminder notices be combined with cooling-off notices?

No. These are separate notices which have different purposes and timings, and, in any event, the cooling-off notice must be given separately from any other information. Therefore, traders must provide them separately.

A reminder notice is required for certain renewal payments and before those payments become due. (See [section 4.4](#) of the guidance).

The cooling-off notice is due on the first day of the relevant renewal cooling-off period (or as soon as reasonably practicable after that day) and must be given separately from any other information. (See [section 6.4](#) of the guidance for the requirements).

12.5 Exit arrangements

28. If a consumer wants to leave their contract, can the trader make offers or ask for feedback?

See [section 4.5.4](#) of the guidance.

29. What counts as ‘online exit’? For example, can traders use chatbots, AI assistants or online webforms?

There is no single prescribed form for an online exit route but arrangements must meet the requirements. The consumer must be able to bring the contract to an end online if the subscription contract is entered into online, and any arrangements must be straightforward and must not require steps that are not reasonably necessary to end the contract. See [sections 4.5.2](#) and [4.5.3](#) for the requirements on exit arrangements and online exit.

35. We need information about the consumer’s contract to process the cancellation (eg. name, account details) – can we ask for this?

Exit mechanisms must be straightforward, without the consumer having to take any steps which are not reasonably necessary to bring the contract to an end. It is likely that requiring for information which is necessary to end the contract will be compliant.

36. Can we include other information (eg. marketing material or feedback surveys) in the end of contract notice?

Yes, but the notice must be given in a way that ensures the required information is more prominent than any other information given to the consumer at the same time. See [section 4.6](#) for the end of contract notice requirements.

12.6 Cooling-off refunds

37. We offer subscriptions for hired goods – are we subject to the return of goods subscription rules if a consumer cancels the contract during the initial cooling-off period?

No, the subscription rules treat subscription contracts for the hire of goods like service contracts, similar to the approach in the Consumer Contracts Regulations 2013. See [section 7.2.4](#) of the guidance, which explains that hired goods are treated like a service for the purposes of cooling-off refunds.

40. How do refunds work if a trader offers a contract for a combination of digital content and services and the consumer cancels during the initial cooling-off period?

If the digital content is supplied under its own contract, separate from the services contract, then the consumer may choose to waive their right to cancel the digital content contract during the initial cooling-off period. See [section 6.2.3](#) of the guidance for the requirements that apply.

If digital content and services are supplied together under the same subscription contract, the consumer cannot waive their initial cooling-off cancellation right. However, provided that the consumer gave their express consent for the supply of services to begin and was correctly informed about their initial cooling-off rights in the full pre-contract information, the consumer may remain liable to pay a proportionate amount for the services supplied before cancellation. See [section 7.3](#) (services) and [section 7.5](#) (mixed contracts) which explain how refunds for services and mixed contracts work.

41. How do refunds work if a trader offers a contract for a combination of digital content services, and goods, and a consumer cancels during an initial cooling-off period?

The refund will depend on what has been supplied before the consumer cancels and whether the digital content, services and goods are supplied under the same subscription contract or under separate contracts

If the digital content is supplied under its own contract, separate from the services and goods, then the consumer may choose to waive their right to cancel the digital content contract during the initial cooling-off period. See [section 6.2.3](#) of the guidance for the requirements that apply.

If digital content and services and/or goods are supplied together under the same subscription contract, the consumer cannot waive their initial cooling-off cancellation right.

- In relation to any goods supplied under the contract, the relevant goods rules apply. Generally, where returnable goods have been supplied, the consumer will need to return them to receive their refund. See [section 7.2](#) of this guidance for more detail on how refunds for goods work.
- Provided that the consumer gave their express consent for the supply of services to begin and was correctly informed about their initial cooling-off rights in the full pre-contract information, the consumer may remain liable to pay a proportionate amount for the services supplied under the subscription contract before it was cancelled. See [section 7.3](#) (services) and [section 7.5](#) (mixed contracts) which explain how refunds for services and mixed contracts work.

42. How do refunds work if a trader offers a contract for a combination of digital content, services, and goods and a consumer cancels during a renewal cooling-off period?

In relation to any goods supplied under the contract, the relevant goods rules apply and the trader should comply with these in relation to what has been supplied. Generally, for returnable goods the consumer will need to return them. For other types of goods (e.g. perishable goods) the trader may be able to make a relevant reduction to the refund. See section 7.2 for how refund rules apply to different types of goods.

After considering the goods, the rules for digital content and/or services can be applied. The refund rules work in the same way for both digital content and services if the consumer cancels during the renewal cooling-off period. Generally, this is likely to be a proportionate refund based on how the contract was set up. See [section 7.3](#) (services) and [section 7.4](#) (digital content) of this guidance for more detail.

43. As part of a subscription, we provide physical vouchers that the consumer can exchange for products. How do the cooling-off refund rules apply?

It will depend on the specific facts and circumstances. If these are considered goods, then the trader may be able to require the consumer to return the physical vouchers before issuing a refund, in line with the requirements for cooling-off refunds of returnable goods.

See [section 7.2.1](#) of the guidance for more information on return and refund rules for returnable goods.

13. Annexes

Annex A: Key pre-contract information

This Annex summarises the information that must be provided as ‘key pre-contract information’ under [Part 1, Schedule 23](#) to the DMCCA.

- That if the consumer does not take action to end the contract, the contract will continue or continue for a fixed term, and the consumer will have an ongoing obligation to pay.
- If there is any minimum period before the consumer can end the contract. For example, if the consumer must stay subscribed for at least 6 months, the trader must say so.
- In the case of a concessionary period (eg. a free or reduced-price trial), that if the consumer does not take action to end the contract before the end of that period, it will auto-renew and they will be charged/subject to a higher charge. The trader must also state when the consumer will become liable for this first charge/higher charge, and how much it will be.
- The frequency of payments (eg. weekly, monthly, annually) and the minimum amount the consumer will have to pay on each occasion (or how that amount is to be calculated if the amount cannot reasonably be calculated in advance).
- If the payment frequency is not monthly, the trader must also give the monthly equivalent. For example, if it is an annual contract for £120 per year, this is equivalent to £10 per month. (This requirement does not apply to monthly contracts).
- The minimum total amount for which the consumer will be liable for under the contract. For example, if it is a £30 rolling monthly contract which can be brought to an end before each renewal payment of £30, this would be £30. But if it was £30 per month but the consumer is tied into the contract for the first 6 months (and so the consumer has no contractual right to end their contract before the expiry of this mandatory period), the minimum amount would be £180.
- If there are any terms within the contract that allow the trader to vary the frequency or amount of payments under the contract, or gives the trader an option to do so, the trader must provide the details.
- How the consumer can bring the contract to an end including any address or other contract details the consumer needs to do this. For example, signposting to the online process for stopping auto-renewal and providing the necessary contact details.
- The amount of notice, if any, that the consumer must give to bring the contract to an end.
- The timeframe for reminder notices. For example, the trader may say that it will send a reminder notice within a specified period before the last date on which the consumer can

end the contract to avoid becoming liable for the next renewal payment. (See section [4.4.2](#) on the timing of reminder notices).

- A summary of the consumer's right to cancel the contract during the initial cooling-off period (or if the consumer may lose that right, that information) and any right the consumer has to cancel during a renewal cooling-off period. The trader must also state that further details about cooling-off rights can be found in the full pre-contract information.

Annex B: Full pre-contract information

This Annex summarises the full pre-contract information in [Part 2, Schedule 23](#) to the DMCCA. Full pre-contract information includes the key pre-contract information set out in Annex A, plus the additional information below.

Traders must provide this additional information to the extent it applies to the contract and not already apparent from the context:

- Main characteristics of the product.
- The name of the trader (and if different, the name under which the trader trades), and where applicable, the name of any other person on whose behalf the trader is acting.
- Business address (and if different, the service address where documents can be delivered), and any email address and telephone number. Where applicable, the trader must also provide the same details for any person on whose behalf the trader is acting.
- All additional delivery charges and any other costs (if those charges cannot reasonably be calculated in advance, the trader is required to specify that such additional charges may be payable) which is inclusive of tax.
- Arrangements for payment, delivery and performance of the goods, services or digital content, and the time by which the trader undertakes to supply these products.
- The trader's complaint handling policy.
- Information about the consumer's right to cancel during the initial and any renewal cooling-off periods. This includes information such as when these periods begin and end, how a consumer may exercise their right to cancel during these periods, the circumstances under which the consumer may lose these rights to cancel and any consequences that arise as a result of the consumer exercising their rights, such as refund entitlements, any reason a refund may be reduced, and for goods, whether the consumer is responsible for returning them.
 - A reminder of the consumer's statutory rights under Part 1 of the CRA.⁹⁴
- Information about the existence and conditions of after-sale customer assistance, after-sales services and commercial guarantees.
- Information on the existence of any relevant code of conduct and how to obtain a copy.
- Information on the existence and conditions of deposits or other financial guarantees that may be requested by the trader and paid or provided by the consumer.

⁹⁴ Part 1 of the CRA sets out consumers' statutory rights and remedies in relation to goods, services and digital content, including where goods or digital content are faulty, or services are not provided with reasonable care and skill.

- Information on digital content functionality and compatibility. This might cover information about any restrictions or requirements that could affect how the consumer can use the digital content, such as information about its computer language, file type, access requirements, updates, internet connection requirements, geographical restrictions, any additional purchases required and compatibility with both hardware and other software.
- If there is any out-of-court complaint and redress mechanisms that the trader is subject to and how the consumer may access them.

Annex C: Reminder notice information

This Annex summarises the information required in reminder notices set out in [Part 3 of Schedule 23](#) to the DMCCA.

Reminder notices must contain this information:

- That the contract will automatically renew and the renewal payment will be taken or become due unless the consumer takes steps to bring the contract to an end.
- The renewal payment amount and the date on which the consumer will become liable for it.
- The previous renewal payment amount (if there was one) for comparison.
- If the renewal payment is higher than the previous renewal payment, that information and the difference in price.
- If the consumer will have to make further payments after becoming liable for the renewal payment, information about those payments including the frequency that the consumer will become liable for them, minimum amounts and information on how they compare with equivalent previous payments including information on any increases.
- The minimum total amount that the consumer will become liable under the contract if the consumer does not bring the contract to an end before the consumer becomes liable for the renewal payment (i.e. if the contract auto-renews onto another term) or how that amount is to be calculated if the amount cannot reasonably be calculated in advance.
- The date on which the consumer will become liable for the next renewal payment, or the date on which the contract will come to an end, if there will be no further renewal payment. For example, for an auto-renewing contract that renews every year for three years, with the contract entered into on 1 January 2027:
 - In December 2027, the reminder notice will be in respect of the renewal payment that the consumer becomes liable to pay on 1 January 2028 but that reminder notice must also inform the consumer about their liability to pay the next renewal payment on 1 January 2029
 - In December 2028, a reminder notice will be in respect of the renewal payment on 1 January 2029, but that notice must inform the consumer that the contract will end on 31 Dec 2029.
- How the consumer can bring their subscription contract to an end so as to avoid liability for any further payments under the contract (eg. a hyperlink to the cancellation page or instructions on where the cancellation option is in their account), any necessary contact details (eg email address) and the date by which any steps must be taken to avoid liability.

Annex D: List of acts and omissions

Annex D summarises the acts or omissions specified in the Schedule to the SCRs. The Schedule does this in connection with making provisions which determine the amount of refund a consumer is entitled to under the subscription rules if a consumer cancels a subscription contract for the trader's breach of a relevant implied term. (See [section 5](#) on consumer's right to cancel for trader's breach of a relevant implied term).

1. Failure to provide key pre-contract information

Before entering into a subscription contract, the trader omits to give the consumer any of the following information:

- that the contract will automatically continue or renew unless they take steps to end it;
- that they will continue to incur payment obligations until the contract ends;
- any minimum period before they can end the contract;
- where a free trial, introductory offer or discounted period applies;
- that charges (or higher charges) will start automatically unless the consumer ends the contract first;- the date when the first charge, or first higher charge, will be become due;
- the minimum total amount the consumer will have to pay under the contract;
- how to end the contract, including any website, email address or other contact details needed; and
- a summary of the consumer's cooling-off rights, including when those rights may be lost.

2. Failure to send reminder notices

- Failing to send a reminder notice when one is required under the subscription rules; or
- The reminder notice does not contain all of the information required by Schedule 23 to the DMCCA.

3. Unreasonable reminder notice period

The period of time specified in the key pre-contract information for giving reminder notices is not sufficient for consumers to:

- understand that they will soon become liable for a renewal payment; and
- decide whether to end the contract before that payment becomes due and take any necessary steps to do so.

gov.uk

Legal disclaimer

Whereas every effort has been made to ensure that the information in this document is accurate, the Department for Business, Innovation, Science and Trade does not accept liability for any errors, omissions or misleading statements, and no warranty is given or responsibility accepted as to the standing of any individual, firm, company or other organisation mentioned.

© Crown Copyright 2026

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

To view this licence, visit nationalarchives.gov.uk/doc/open-government-licence/version/3

Where we have identified any third-party copyright information in the material that you wish to use, you will need to obtain permission from the copyright holder(s) concerned.

Published by
Department for Business, Innovation, Science and Trade

19 October 2026