Final Infringement Notice

Chapter 4, Part 3, Digital Markets, Competition and Consumers Act 2024

Buy It Direct Ltd
Case No: 51628

12 October 2026

CMA
Competition & Markets Authority

© Crown copyright 2026

This information is licensed under the Open Government Licence v3.0. To view this licence, visit https://www.nationalarchives.gov.uk/doc/open-government-licence.

Any enquiries regarding this publication should be sent to: Competition and Markets Authority, The Cabot, 25 Cabot Square, London E14 4QZ; general.enquiries@cma.gov.uk.

Confidential information in the original version of this Decision has been redacted from the published version on the public register. Redacted confidential information in the text of the published version is denoted by [✂].

Contents

1. INTRODUCTION 5
Other members of the group 8
2. GROUNDS ON WHICH THE NOTICE IS GIVEN 10
The conduct 10
Default Additional Charges 10
Time Limited Offers 13
Legal assessment 16
Relevant infringement 16
Commercial practice 16
Harm to the collective interests of consumers 17
Default Additional Charges 18
Time Limited Offers 18
The UK connection condition 19
The specified prohibition condition 20
Default Additional Charges 20
Time Limited Offers 22
3. DIRECTIONS 25
Directions not to repeat the infringing practices 25
Directions 25
The DAC Infringement 25
The TLO Infringement 26
Enhanced consumer measures 26
4. MONETARY PENALTY 29
Amount of monetary penalty 31
Penalty calculation 31
Turnover for purpose of determining starting point 31
The DAC Infringement 32
Step 1: DAC Infringement – Starting point 32
Step 2: DAC Infringement – Adjustment for deterrence and to take account of the size of the party 37
Step 3: DAC Infringement – Adjustment for aggravating or mitigating factors 38
The TLO Infringement 38
Step 1: TLO Infringement – Starting point 38
Step 2: TLO Infringement – Adjustment for deterrence and to take account of the size of the party 44
Step 3: TLO Infringement – Adjustment for aggravating or mitigating factors 45
Further adjustments – DAC Infringement and TLO Infringement 45

Step 4: Adjustment to ensure the penalty is proportionate and check that the penalty is within the statutory maximum 45
Step 5: Application of settlement discount 50
Conclusion on the imposition of a penalty 51
Circumstances where the settlement discount may be withdrawn 51
5. INTERCONNECTED BODIES CORPORATE 53
6. RIGHTS OF A PERSON TO WHOM THIS NOTICE IS GIVEN 55
Right to request a different payment date(s) 55
Right of Appeal 55
ANNEX A: WEBSITE SCREENSHOTS 57
ANNEX B: ENHANCED CONSUMER MEASURES 61
ANNEX C: RIGHT OF APPEAL 67

1. INTRODUCTION

1.1 This Final Infringement Notice (**FIN**) is given to Buy It Direct Ltd,[1] trading as 'Appliances Direct' (the **Respondent**).

1.2 The Competition and Markets Authority (**CMA**) began an investigation into the Respondent and its practices under section 180 of the Digital Markets, Competition and Consumers Act 2024 (**DMCC Act**) on 17 November 2025.[2] The CMA gave the Respondent a Provisional Infringement Notice (**PIN**) under section 181 of the DMCC Act on 10 September 2026 and the Respondent provided representations on 24 September 2026.[3]

1.3 On 9 October 2026, on the basis of conditions of settlement offered to the Respondent, the Respondent agreed to settle the CMA's investigation and comply with these conditions (as specified in its Letter of Acceptance) (**Conditions of Settlement**).[4] As part of the Conditions of Settlement, the Respondent:

(a) admitted the facts set out in the PIN and made a clear and unequivocal admission that it had engaged in conduct, each of which constitutes a relevant infringement for the purposes of section 148 of the DMCC Act in the terms set out in the PIN given to the Respondent on 10 September 2026;[5]

(b) agreed to an expedited procedure for the remainder of the CMA's investigation;

(c) confirmed that it had ceased the relevant infringements and committed to comply with the directions in the FIN, including the requirement to comply with enhanced consumer measures (**ECMs**), namely a compliance measure and a redress measure requiring redress to be paid to affected consumers;

[1] A private limited company registered in England with company number 04171412 and is the trading holding company for the Buy It Direct Group. Its registered office is Trident Business Park, Neptune Way, Huddersfield, England, HD2 1UA.

[2] Appliances Direct: consumer protection enforcement case.

[3] The time for the Respondent to make representations in accordance with the PIN has expired.

[4] The Conditions of Settlement are set out in the Respondent's *Letter of Acceptance of conditions that apply to settlement and offer to settle*, dated 9 October 2026.

[5] Subject to limited amendments agreed between the CMA and the Respondent, which are now reflected in this FIN.

(d) agreed to comply with the other requirements of the FIN, including accepting that a maximum financial penalty would be imposed and that it would pay the penalty imposed; and

(e) agreed not to appeal or otherwise challenge any matter in the FIN.

1.4 By giving this FIN, the CMA gives notice to the Respondent that, pursuant to section 182 of the DMCC Act, having considered the Respondent's representations on the PIN and its admissions as part of the settlement process, the CMA is satisfied that, between 6 April 2025 and 17 November 2025 (the **Relevant Period**),[6] the Respondent engaged in commercial practices constituting relevant infringements, as defined in section 148 of the DMCC Act, namely:

(a) through its practice of taking payments from consumers for additional services without obtaining express consent.[7] This contravened Regulation 40 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (**CCRs**) (this being a specified prohibition under section 150 of the DMCC Act), constitutes a commercial practice which harmed the collective interests of consumers and had a UK connection (the **DAC**[8] **Infringement**)[9]; and

(b) falsely stating that products would only be available for a limited time, or that they would only be available on particular terms for a limited time, in order to elicit an immediate decision and deprive consumers of sufficient opportunity or time to make an informed choice. This contravened section 225(1) and paragraph 7 of Schedule 20 to the DMCC Act (this being a specified prohibition under section 150 of the DMCC Act), constitutes a commercial practice which harmed the

[6] The CMA can only impose a monetary penalty in relation to conduct which takes place after the commencement date of Parts 3 and 4 of the DMCC Act – specifically, on or after 6 April 2025. The CMA has only included conduct after 6 April 2025 in the FIN, and the Relevant Period is accordingly framed as starting on 6 April 2025. The practices relating to Default Additional Charges (as defined in paragraph 2.4) were first introduced in November 2023 (see Appliances Direct CMA Response v1.1.pdf (**BCK-000000014**) and 16-02-2026 Further Clarification Letter - Appliances Direct.pdf (**BCK-000000066**)). The time limited promotional codes featuring a pop-up banner with a countdown timer were first introduced on 2 April 2025 (see Appliances Direct CMA Response v1.1.pdf (**BCK-000000014**), Appendix 10).

[7] Under Regulation 40(2) of the CCRs, there is no express consent (if there would otherwise be) if consent is inferred from the consumer not changing a default option (such as a pre-ticked box on a website). For the avoidance of doubt, the CMA takes the view that Regulation 40(1) of the CCRs applies equally to situations where an additional payment is taken immediately as it does to those where a consumer becomes bound to make a future payment.

[8] DAC refers to Default Additional Charges, as defined in paragraph 2.4.

[9] Sections 148 to 150 of the DMCC Act.

collective interests of consumers and had a UK connection (the **TLO**[10] **Infringement**).[11]

1.5 Pursuant to section 182(7) of the DMCC Act, this FIN sets out:

(a) the grounds on which it is given;

(b) that a penalty is imposed by the FIN under section 182(4)(b) of the DMCC Act, and provides the Respondent with the monetary penalty information required under section 203 of the DMCC Act; and

(c) that the Respondent has a right under section 202 of the DMCC Act to appeal against the FIN and the main details of that right; however, as set out at paragraph 1.3 above, the Respondent has agreed as part of the Conditions of Settlement not to exercise its right to appeal or otherwise challenge any matter set out in the FIN.

1.6 Further to paragraph 1.5(b) above, following consideration of all relevant circumstances and having regard to the CMA's Direct Consumer Enforcement Guidance: CMA200 dated 14 March 2025 (**CMA200**),[12] the CMA gives notice to the Respondent that it is satisfied that the Respondent has engaged in commercial practices constituting relevant infringements for the purposes of section 148 of the DMCC Act and imposes on the Respondent a requirement to pay a monetary penalty of **£1,200,000**. For further details on this penalty and how the CMA has calculated this penalty see paragraphs 4.1 to 4.77 below.

1.7 In addition, the CMA gives notice to the Respondent that it is imposing directions on the Respondent for the purposes of securing that the Respondent complies with section 181(5) of the DMCC Act,[13] including directions requiring the Respondent to take ECMs in accordance with section 183 of the DMCC Act.[14] Specifically, the directions include a compliance measure and require the Respondent to offer redress to consumers affected by the DAC Infringement.[15]

[10] TLO refers to Time Limited Offers, as defined in paragraph 2.11.
[11] Sections 148 to 150 of the DMCC Act.
[12] Direct consumer enforcement guidance (CMA200).
[13] Directions are such measures as the CMA considers appropriate for, or in connection with, the purpose of ensuring that the party does not engage in, continue or repeat the infringing practice, or does not consent to, or connive in the infringing practice either itself or by a body corporate with which the party has a special relationship. Section 182(4)(a) of the DMCC Act.
[14] Section 182(4)(a) of the DMCC Act.
[15] Sections 221(2) and 221(3) of the DMCC Act.

1.8 For further details on these directions see paragraphs 3.1 to 3.10 below.

1.9 Further details of the Respondent's rights to appeal are set out in paragraphs 6.3 and 6.4 below. However, as set out at paragraph 1.3 above, the Respondent has agreed as part of the Conditions of Settlement not to exercise its right to appeal or otherwise challenge any matter set out in the FIN.

1.10 This is the first time that the CMA has investigated the Respondent in respect of the acts or omissions in relation to which the FIN is given.[16]

Other members of the group

1.11 The Respondent is a member of a group of bodies corporate. The Respondent is the trading holding company of the Buy It Direct Group,[17] and its group of companies will be 'interconnected bodies corporate' pursuant to section 200 of the DMCC Act.[18]

1.12 This FIN is also given to other members of the Respondent's group of interconnected bodies corporate[19] in accordance with section 200 of the DMCC Act and Rule 9 of the CMA's Direct consumer enforcement rules (CMA201) dated 4 April 2025 (the **CMA Consumer Enforcement Rules**)[20] for the purpose of notifying them of the FIN and that:

(a) the CMA is satisfied that those bodies corporate are interconnected in relation to the Respondent;[21] and

[16] Section 182(3) of the DMCC Act requires that in deciding whether to give a final infringement notice the CMA must have regard to whether the respondent has previously given an undertaking under this Chapter or Chapter 3 in respect of the acts or omissions in relation to which a final infringement notice would be given. The Respondent has not previously given any undertakings in respect of the acts or omissions in relation for which the FIN is given.

[17] The Buy It Direct Group comprises the companies set out in BID Group Structure June 2026.pdf (**BCK-000000649**), provided by the Respondent on 2 June 2026.

[18] As defined in section 200 of the DMCC Act, a group of interconnected bodies corporate is a group consisting of two or more bodies corporate all of whom are interconnected with each other. Any two bodies corporate are interconnected (a) if one of them is a subsidiary of the other, or (b) if both of them are subsidiaries of the same body corporate. 'Subsidiary' has the meaning given by section 1159 of the Companies Act 2006.

[19] As defined in section 200 of the DMCC Act.

[20] See the Schedule to the Digital Markets, Competition and Consumers Act 2024 (CMA Consumer Enforcement Rules) Regulations 2025, also referred to in CMA201 as the CMA's Rules on the direct consumer enforcement regime set out in the Digital Markets, Competition and Consumers Act 2024.

[21] Section 200(1) and (2) of the DMCC Act. The CMA finds the interconnection condition (as set out in section 200(2) of the DMCC Act) applies.

(b) the requirements the CMA imposes on the Respondent in this FIN are also binding upon them (in addition to the Respondent), as if each of them were the Respondent.[22]

1.13 For further details about the CMA's requirements in this regard, see section 5 below.

[22] Section 200(3) of the DMCC Act.

2. GROUNDS ON WHICH THE NOTICE IS GIVEN

2.1 The CMA may give a FIN where it is satisfied that a respondent has engaged, is engaging or is likely to engage in a commercial practice constituting a relevant infringement.[23]

2.2 This section sets out the grounds on which this FIN is given, in particular, why the CMA is satisfied that the Respondent has engaged in commercial practices constituting relevant infringements. In reaching this conclusion, the CMA has taken account of the evidence gathered by the CMA during its investigation and the admissions made by the Respondent as part of the settlement process that:

(a) it has engaged in conduct detailed at paragraphs 2.3 to 2. 21 below; and

(b) each conduct constitutes a relevant infringement for the purposes of section 148 of the DMCC Act for the reasons set out at paragraphs 2.22 to 2.52 below.

The conduct

Default Additional Charges

2.3 The Respondent is an online retailer of, amongst other things, appliances and white goods, selling through several websites. One of those websites is https://www.appliancesdirect.co.uk (the **Website**).[24] Consumers can browse the various products offered for sale on the Website. Upon selecting the product(s) they wish to purchase, consumers are able to order the product(s) from the Respondent, via the Website, and enter into a contract with the Respondent for the purchase and supply of the product(s).[25] During the online ordering process on the Website, consumers can arrange the delivery of the product(s) they purchase to a specified address, via the Respondent.

2.4 The Respondent also provides additional, paid services relating to product delivery, which are available to consumers to purchase during the order

[23] Section 182 of the DMCC Act.

[24] As stated on the Respondent's Website, the Respondent also accepts orders via phone and at the click and collect locations in West Yorkshire and the East Midlands. However, the conduct described within this FIN is focussed on its online business operations.

[25] Terms and conditions, captured on 13 August 2025 (**BCK-000000085**), specifically clause 3.3 states: *'Acceptance of the Customers Order and the completion of the Contract between the seller and the customer takes place on despatch to the Customer of the products ordered unless the seller notifies the Customer that the order has not been accepted or it has been cancelled by the Customer'.*

process.[26] This FIN relates to the conduct of the Respondent in relation to two additional, paid services during the Relevant Period for which payments were taken[27] from consumers without express consent:

(a) the Remove & Recycle Your Old Appliance service; and

(b) the Installation on Delivery service

(together and separately, the **Default Additional Charge(s)**).

2.5 The Remove & Recycle Your Old Appliance service involved the removal of the consumer's old appliance at the time of delivery for the purpose of recycling the old appliance. The Installation on Delivery service involved the installation of the new appliance at the time of delivery.

2.6 When a consumer visited the Website during the Relevant Period and added a relevant product (**Relevant Default Charge Product**)[28, 29] to their online shopping basket, one or both of the Remove & Recycle Your Old Appliance and Installation on Delivery services were pre-selected and added to the consumer's basket without the consumer taking any action to select them. Consumers were required to manually take action to remove these services from their shopping baskets if they did not want to purchase them by clicking the 'X' symbol or reducing the quantity to zero. This is illustrated in Figures 1 and 2 of **Annex A** to this FIN.

2.7 In its responses to the notice issued under paragraph 14 of Schedule 5, Part 3 of the Consumer Rights Act 2015 sent on 17 November 2025 (**Information Notice 1**), the Respondent provided information about the presentation of

[26] IN1 Appliances Direct CMA Response v1.1, the screenshot on page 10 (**BCK-000000014**) shows examples of other optional services, including paying for 'Room Of Choice and Removal of Packaging', 'Installation on Delivery and Disconnection of Old Appliance' and 'Complete Installation Bundle'. The only services which were added by default by the Respondent during the Relevant Period were 'Remove & Recycle Your Old Appliance' and 'Installation on Delivery'.

[27] Both of these services typically carried an additional charge for the consumer. Q9 of Appliances Direct CMA Response v1.1.pdf, dated 19 December 2025 (**BCK-000000014**), provided in response to the Information Notice 1, dated 17 November 2025 (**BCK-000000525**) shows that during the Relevant Period, the additional charges were, on occasion offered for free as part of promotional activity.

[28] IN1 Appliances Direct CMA Response v1.1 (**BCK-000000014**), provided by the Respondent on 19 December 2025, stated that Remove & Recycle Your Appliance applied to large kitchen appliances and Installation on Delivery applied to 'freestanding plumbed-in appliances such as washing machines, dishwashers that require connection to a mains water supply and waste'.

[29] IN1 Appliances Direct Additional Charges v4.0 - final.xlsx (**BCK-000000021**), submitted by the Respondent on 9 February 2026 in response to Question 10 of the CMA's Information Notice 1 dated 17 November 2025 (**BCK-000000525**), provided a breakdown of the product categories to which the Default Additional Charges were applied. During the Relevant Period, approximately 56 of the 470 product categories on the Respondent's Website were subject to Default Additional Charges (CMA - Response to letter dated 26-03-2026 v1.0.pdf, submitted by the Respondent on 2 April 2026, **BCK-000000071**).

these additional, paid services to consumers during the Relevant Period. These responses confirmed that:

(a) the Remove & Recycle Your Old Appliance service was, for Relevant Default Charge Products, pre-selected and automatically added to the consumer's online shopping basket throughout the whole of the Relevant Period;[30] and

(b) the Installation on Delivery service was, for Relevant Default Charge Products, pre-selected and automatically added to the consumer's online shopping basket between 1 and 30 September 2025.

2.8 The inclusion of Default Additional Charges to consumers' baskets ceased on 19 November 2025 following receipt of the CMA's Case Opening Letter.

2.9 The CMA is satisfied that the Respondent engaged in the following conduct during the Relevant Period:

(a) The Respondent via the use of pre-selected and automatically added additional services (namely, the Remove & Recycle Your Old Appliance and/or Installation on Delivery services) took payment from consumers when a consumer ordered a Relevant Default Charge Product from the Website. The Respondent inferred consent to the additional services from the consumer not removing or de-selecting the default option.

(b) On 17,272 instances in total during the Relevant Period, either one or both of the Remove & Recycle Your Old Appliance and Installation on Delivery services were pre-selected, automatically added to consumers' baskets[31] and added to the cost of the consumers'

[30] Response to Q8 of Information Notice 1 (**BCK-000000525**) in Appliances Direct CMA Response v1.1.pdf (**BCK-000000014**).

[31] Response to Qs 11 and 12 of Information Notice 1 (**BCK-000000525)** and Q7 of Information Notice 2 (**BCK-000000599**), dated 26 March 2026, provided by the Respondent in IN2 Appliances Direct Financial Information v3.xlsx (**BCK-000000512**) dated 2 June 2026 and in the email to CMA, dated 8 June 2026 (**BCK-000000657**). The 'Remove & Recycle Your Old Appliance' service was automatically added to consumers' baskets on 17,081 instances. The 'Installation on Delivery' service was automatically added to consumers' baskets on 191 instances (during the month of September 2025 only). These figures relate to instances where the pre-selected services were not de-selected by the consumer and exclude instances where the additional services were the subject of free promotions; they also relate to orders prior to cancellations and/or refunds.

purchases.[32] These instances relate to 16,740 orders made during the Relevant Period.[33]

2.10 The total value of the Remove & Recycle Your Old Appliance and Installation on Delivery services levied on consumers without obtaining express consent during the Relevant Period was £432,578.46.[34]

Time Limited Offers

2.11 The Respondent made statements on the Website during the Relevant Period that certain products (**Relevant TLO Products**)[35] would only be available on particular terms for a limited time (**Time Limited Offers**). The CMA is satisfied that these statements were false. This is because the Respondent offered time limited money-off discount codes which continued to be available after the stated time limit expired – in some cases where the undiscounted price of the Relevant TLO Products varied and, in some cases, where the undiscounted price remained the same.

2.12 This FIN relates to the Time Limited Offers, which displayed pop-up banners on individual product pages for Relevant TLO Products and offered consumers a time limited money-off discount code (ranging from £10 to £25),[36] and contained each of the following:

---

[32] In a small number of instances, although the consumer was in principle liable for the additional charge (and it was therefore 'payable' for the purposes of Regulation 40 of the CCRs) they were not ultimately required to pay it – for example because their order was cancelled.

[33] The Respondent provided the CMA with information on 2 June 2026 in IN2 Appliances Direct Financial Information v3.xlsx (**BCK-000000512**). The figure of 16,740 represents the total number of orders for the Relevant Default Charge Product(s) placed on the Website during the Relevant Period, each of which may have included more than one Relevant Default Charge Product subject to the pre-selected Default Additional Charge.

[34] CMA calculations are based on the figures provided by the Respondent on 8 June 2026 in its email to the CMA (**BCK-000000657**) and IN2 Appliances Direct Financial Information v3.xlsx (**BCK-000000512**). Those figures were exclusive of VAT; the figures presented here are inclusive of VAT to reflect the total loss to consumers.

[35] As set out in data provided by the Respondent in IN1 Appliances Direct - Time Limited Offers v4.0.xlsx, submitted on 17 April 2026 (**BCK-000000075**). This shows that Time Limited Offers applied to a range of products from smaller appliances (for example, coffee machines and vacuum cleaners) to larger appliances (for example, fridges, washing machines and cookers).

[36] Based on the information provided by the Respondent in response to the Information Notice 1, dated 17 November 2025 (**BCK-000000525**), the following promotional codes featuring a pop-up banner with a countdown timer were used during the Relevant Period: HURRY25 (from 2 April 2025 to 10 July 2025); HURRYSAVE10 (from 28 May 2025 to 18 June 2025); HURRY20 (from 12 April 2025 to 30 September 2025); QUICK10 (from 6 October 2025 to 17 November 2025). See the data provided by the Respondent in IN1 Appliances Direct - Time Limited Offers v4.0.xlsx, submitted on 17 April 2026 (**BCK-000000075**); IN1 Appliances Direct - All Time Limited Offers v3.1.xlsx (**BCK-000000063**) and 16-02-2026 Further Clarification Letter - Appliances Direct.pdf, pages 9-10 (**BCK-000000066**), submitted on 16 February 2026.

(a) the words ‘FLASH SALE’;

(b) the words ‘£[X] OFF THIS PRODUCT’;[37]

(c) a discount code of, for example, ‘HURRY20’ or ‘QUICK10’ (the code provided a fixed deduction from the listing price of the product that it appeared against when entered by the customer at the checkout); and

(d) a countdown timer showing hours, minutes and seconds remaining. The countdown timers were set to last for between 2 hours and 12 hours.[38]

2.13 Indicative examples of Time Limited Offers are shown in Figures 3 and 4 in **Annex A**.

2.14 Based on the information provided by the Respondent in response to Information Notice 1, the time at which the pop-up banners appeared for Relevant TLO Products, and consequently the duration of the countdown, varied from day to day, but the countdown timer usually ended between 9pm and 11pm.[39]

2.15 In addition, information provided by the Respondent in its response to Information Notice 1 showed that over the course of the Relevant Period, the Respondent’s use of Time Limited Offers moved from ‘a weekly event to running on most days’, and the duration of the timer was extended from 2 hours to up to 12 hours per day. During August 2025, the list of products featuring a pop-up banner with a countdown timer was updated once.[40]

[37] £‘X’ represents a fixed deduction amount from the listing price of the product against which the code appeared, and which varied during the Relevant Period. For example, ‘£10 OFF THIS PRODUCT’ used with QUICK10 offered a £10 discount, while ‘£20 OFF THIS PRODUCT’ used with HURRY20 offered a £20 discount.

[38] The Respondent confirmed in their Appliances Direct CMA response v1.1.pdf, dated 19 December 2025, page 31 (**BCK-000000014**), that the active window was extended from 2 hours to up to 12 hours per day.

[39] The Respondent confirmed that it does not hold accurate data relating to the times at which the banners appeared each day and how long they lasted for Relevant TLO Products. In CMA Narrative - 15-01-26 Additions Final.pdf, page 3, dated 16 January 2026 (**BCK-000000019**), the Respondent explained that ‘*Where Redemption Data has been used to estimate start and end times the results were inconclusive where sales volumes were low. In these cases we have used 10am and 10pm’*. In addition, in an email to the CMA dated 5 December 2025, the Respondent confirmed that it was confident that the promotions ended at 10pm in August 2025 (**BCK-000000548**). However, the revised data submitted on 17 April 2026 in IN1 Appliances Direct - Time Limited Offers v4.0.xlsx (**BCK-000000075**) shows that most timers ended between 9pm and 11pm in August 2025. See, for example, the product with SKU 417535, which had a countdown timer from 11am to 11pm and from 9am to 11pm on 1 August and 2 August 2025, respectively.

[40] Appliances Direct CMA Response v1.1.pdf dated 19 December 2025, page 27 and pages 30-32 (**BCK-000000014**) in particular.

2.16 The Time Limited Offers constituted statements that consumers would only be able to obtain the product with the stated discount (for example, with £10 off the listing price) until the expiration of the countdown timer.

2.17 However, the same discount was available in relation to the same Relevant TLO Product on one or more consecutive days after the timer expired. Data provided by the Respondent for the period 1 August 2025 to 31 August 2025 (the **Sample Period**)[41] showed that:

(a) A pop-up banner (relating to a £20 discount from the undiscounted listing price that day with the code 'HURRY20') with a countdown timer appeared on 1,583 individual product pages on 1 August 2025. The offer of a £20 discount with the code 'HURRY20' reappeared, and the countdown reset, every day of the Sample Period.

(b) A pop-up banner (relating to a £20 discount from the undiscounted listing price that day with the code 'HURRY20') with a countdown timer also appeared on a further 118 individual product pages on 15 August 2025. The offer of a £20 discount with the code 'HURRY20' reappeared, and the countdown reset, every following day until 31 August 2025.

2.18 In addition, discount codes could still be redeemed outside of the promotional offer period stated in the Time Limited Offer, even when pop-up banners were no longer visible to consumers.[42]

2.19 Further, the data provided by the Respondent for the Sample Period showed that:

(a) For 813 of the 1,583 products referred to in paragraph 2.17(a) above, the Time Limited Offer repeated on the exact same terms every day during August 2025 (31 days). This means that for these 813 products, the discount code and the base price for each product were identical for 31 consecutive days.

(b) Similarly, for 69 of the 118 products referred to in paragraph 2.17(b) above, the Time Limited Offer repeated on the exact same terms every day between 15 August 2025 and 31 August 2025 (17 days). This

[41] The sample was those products that featured at least one Time Limited Offer during the month of August 2025.
[42] CMA video capture shows that discount codes could be redeemed after pop-up banners disappear and/or countdown timers end: screen_recording_2025-09-02-14-20-48.avi (**BCK-000000509**). However, discount codes could not be redeemed for products which were not subject to the Time Limited Offers: screen_recording_2025-08-13-16-16-04 (**BCK-000000506**).

means that for these 69 products, the discount code and the base price for each product were identical for 17 consecutive days.

2.20 Based on the evidence set out in paragraphs 2.11 to 2.19, the CMA is satisfied that where the same discount code for a product was available in relation to the same product on one or more consecutive days after the timer expired, statements that consumers could only obtain the stated discount until the expiration of the countdown timer were false. Similarly, the CMA is satisfied that where the product can still be purchased on the same particular terms, that is, the same discount code applying to the same undiscounted price, on one or more consecutive days after the countdown timer expires, statements indicating that consumers could only purchase at the stated offer until the expiration of the countdown timer were false.

2.21 The use of the Time Limited Offers on the Website ceased on 19 November 2025 following receipt of the CMA's Case Opening Letter.[43]

Legal assessment

Relevant infringement

2.22 A commercial practice is a relevant infringement[44] if it:

(a) harms the collective interests of consumers;[45]

(b) meets the UK connection condition;[46] and

(c) meets the specified prohibition condition.[47]

Commercial practice

2.23 A relevant infringement must be a 'commercial practice'. This includes an act or omission by a trader relating to the promotion or supply of goods, services or digital content to a consumer.[48] A 'consumer' means an individual acting

[43] Appendix 16 of Appliances Direct CMA Response v1.1.pdf, dated 19 December 2025 (**BCK-000000014**), states: *'On 19th November, the Pop Up was amended to retain the existing Offer but removed the Countdown Timer and, therefore, was no longer a Time Limited Offer'*.
[44] Section 148 of the DMCC Act.
[45] Section 148(1)(a) and (5) of the DMCC Act.
[46] Section 149 of the DMCC Act.
[47] Section 150 of the DMCC Act.
[48] Section 148(2) of the DMCC Act.

for purposes that are wholly or mainly outside the individual's business, and a 'trader' includes a person acting for purposes relating to their business.[49]

2.24 Each instance of the application of a Default Additional Charge or presentation of a Time Limited Offer constitutes a 'commercial practice' pursuant to section 148(2) of the DMCC Act, because:

(a) the Respondent is an online appliances and white goods retailer acting for purposes relating to the Respondent's business and is therefore a trader;

(b) the Respondent sells these appliances and white goods through several websites, including the Website, to consumers in the UK; and

(c) the Respondent's practice of automatically adding pre-selected additional, paid for services to a consumer's basket on its Website and its practice of presenting information regarding the Time Limited Offers on its Website each constitute an act by the Respondent relating to the promotion or supply of its goods to a consumer.

Harm to the collective interests of consumers

2.25 Pursuant to section 148(1)(a) of the DMCC Act, a commercial practice must harm the collective interests of consumers to constitute a relevant infringement.

2.26 Under section 148(5) of the DMCC Act, references to consumers include persons who may become consumers in the future; and the collective interests of consumers are capable of being harmed by a single act or omission (as well as by repeated acts or omissions).

2.27 The concept of 'harm to the collective interests of consumers' has been discussed in caselaw interpreting the parallel references under Part 8 of the Enterprise Act 2002, notably in *OFT v MB Designs (Scotland) Ltd* [2005] SLT 691; *OFT v Vance Miller* [2009] EWCA Civ 34 and *OFT v Purely Creative Ltd* [2011] EWHC 106 (Ch). The following principles follow from these cases:

(a) there must be harm to a section of the public and not just to an individual consumer;

(b) this will usually be inferred from an accumulation of a number of individual breaches (which need not be identical in nature);

[49] Section 148(2) of the DMCC Act.

(c) however, it could be one breach provided it affected a number of people; and

(d) a risk of repetition can be harmful to the collective interests of consumers.

Default Additional Charges

2.28 The Respondent's commercial practices during the Relevant Period involving Default Additional Charges had the potential to affect any consumer who sought to purchase a Relevant Default Charge Product on the Website. The commercial practices applied generally on the Website and had the potential to affect anyone accessing it.

2.29 Based on the information provided by the Respondent, 16,740 orders on the Website during the Relevant Period included an additional, paid service that was pre-selected and charged.[50] Consequently, the CMA is satisfied that at least this many consumers were affected by the Respondent's commercial practices during the Relevant Period.[51]

Time Limited Offers

2.30 The Respondent's commercial practices involving Time Limited Offers during the Relevant Period – specifically, falsely stating that a product will only be available for a limited time, or that it will only be available on particular terms for a limited time, in order to elicit an immediate decision and deprive consumers of sufficient opportunity or time to make an informed choice – had the potential to affect any consumer who sought to purchase a Relevant TLO Product subject to such an offer on the Website. The commercial practices applied generally on the Website and had the potential to affect anyone accessing it.

2.31 Based on the information provided by the Respondent, approximately [✂] orders on the Website during the Relevant Period were placed by consumers for products featuring Time Limited Offers.[52] Consequently, whilst not all offers were subject to false Time Limited Offers, the CMA is

[50] See footnote 33.

[51] Additionally, some consumers may have been presented with the commercial practices without going on to purchase a product.

[52] The data provided by the Respondent in response to Information Notice 3, dated 10 April 2026 (**BCK-000000615**), in IN3 Appliances Direct Financial Information v1.0 (**BCK-000000077**), which relates to redeemed discount codes, as explained in IN3 Clarification Response v1, dated 30 April 2026 (**BCK-000000081**). BID Letter to CMA 191225.pdf, page 2 (**BCK-000000012**) shows that products are offered to consumers (as well as businesses) for commercial gain.

satisfied that a sizeable number of consumers were affected by the Respondent's commercial practices during the Relevant Period.[53]

Conclusion

2.32 The CMA is satisfied that the Respondent's commercial practices relating to Default Additional Charges and Time Limited Offers each harmed the collective interests of consumers.

The UK connection condition

2.33 Pursuant to section 148(1)(b) of the DMCC Act, a commercial practice meets the UK connection condition if at least one of the following conditions is met:[54]

(a) the trader has a place of business in the UK; or

(b) the trader carries on business in the UK; or

(c) the commercial practice occurs in the carrying on of activities by the trader that are, by any means, directed to consumers in the UK (irrespective of whether the activities are carried on in the UK or elsewhere).

2.34 Pursuant to section 149 of the DMCC Act, the CMA is satisfied that the UK connection condition is met in this case because:

(a) the Respondent carries on business in the UK (it is a company registered in the UK);[55] and

(b) its Default Additional Charges and Time Limited Offers occur in the carrying on of activities by the Respondent directed to consumers in the UK.[56]

2.35 In view of the above, the CMA is satisfied that the commercial practices in relation to Default Additional Charges and Time Limited Offers each meet the UK connection condition.

[53] Some consumers may have also been presented with the commercial practices without going on to purchase a product.
[54] Section 149 of the DMCC Act.
[55] Section 149(1)(b) of the DMCC Act. Response to Q2 of Information Notice 1 (**BCK-000000525**), provided in Appliances Direct CMA response v1.1.pdf (**BCK-000000014**) and Q2 BID Group Company Information.pdf (**BCK-000000009**). See also footnote 1, which sets out the Respondent's company number and registered office.
[56] Section149(1)(c) of the DMCC Act.

The specified prohibition condition

Default Additional Charges

2.36 A commercial practice meets the specified prohibition condition for the purposes of section 148 of the DMCC Act as it applies for the purposes of Chapter 4 of Part 3 of the DMCC Act, if it is in breach of an enactment listed in Schedule 16 to the DMCC Act.[57]

2.37 All Regulations within the CCRs are included within the enactments listed in Schedule 16 to the DMCC Act.

2.38 The CMA is satisfied that the Respondent's commercial practices involving Default Additional Charges during the Relevant Period meet the specified prohibition condition, namely taking payments from consumers for additional, paid services without obtaining express consent, under Regulation 40 of the CCRs, for the reasons set out below.

Breach of Regulation 40 CCRs

2.39 The Respondent took payment from consumers for additional services during the Relevant Period without obtaining express consent, in breach of Regulation 40(1) of the CCRs, which states:

'Additional payments under a contract

40(1) Under a contract between a trader and a consumer, no payment is payable in addition to the remuneration agreed for the trader's main obligation unless, before the consumer became bound by the contract, the trader obtained the consumer's express consent.

(2) There is no express consent (if there would otherwise be) for the purposes of this paragraph if consent is inferred from the consumer not changing a default option (such as a pre-ticked box on a website).

(3) This regulation does not apply if the trader's main obligation is to supply services within regulation 6(1)(b), but in any other case it applies even if an additional payment is for such services.

(4) Where a trader receives an additional payment which, under this regulation, is not payable under a contract, the contract is to be treated as providing for the trader to reimburse the payment to the consumer.'

[57] Section 150(2) of the DMCC Act.

2.40 The Respondent's '*main obligation'* under the contract[58] with a consumer is to sell and supply them with Relevant Default Charge Product(s) the consumer has ordered from the Respondent via the Website.[59] Consequently, the Remove & Recycle Your Old Appliance and Installation on Delivery services are additional, paid services which are supplementary to the Respondent's main contractual obligation, as not all consumers will want or require such services.

2.41 Pursuant to Regulation 40(1) of the CCRs, the Respondent must obtain '*the consumer's express consent*' to lawfully take payment for services which are in addition to the remuneration agreed for the trader's main contractual obligation.

2.42 During the Relevant Period, when shopping for Relevant Default Charge Products, additional, paid services, were pre-selected and automatically added to some consumers' online shopping baskets (in addition to the Relevant Default Charge Products which the consumer had chosen to buy) – namely, the Remove & Recycle Your Old Appliance and/or Installation on Delivery services.[60] Consumers were required to take action to manually remove these additional, paid services to avoid purchasing them.

2.43 As Regulation 40(2) of the CCRs makes clear, there is no express consent for the purposes of Regulation 40(1) of the CCRs, if consent is inferred from a consumer not changing a default option, such as a pre-ticked box on a website.

2.44 As a result, the Respondent's commercial practices, which inferred consent for additional payments from consumers not changing the pre-selected options, do not meet the requirements of '*express consent'*[61] and the CMA is therefore satisfied that the Respondent was in breach of Regulation 40(1) of the CCRs during the Relevant Period.

---

[58] See the Respondent's Terms & Conditions captured by the CMA on 13 August 2025 (**BCK-000000085**), which make clear that the Respondent's main obligation under its contract with a consumer is to sell and supply that consumer with their chosen product(s); see Term 1.1.3 which provides that a '"*Contract" means any contract between the Seller and the Customer for the sale and purchase of the Products'*, which are defined in Term 1.1.4 as '*any products agreed in the Contract to be supplied to the Customer by the Seller (including any parts or parts of them)*'. As such, 'Products' purchased do not cover any additional services.

[59] The exclusion in Regulation 40(3) of the CCRs, which applies to services within the scope of Regulation 6(1)(b) CCRs (services of a banking, credit, insurance, personal pension, investment or payment nature), does not apply.

[60] The Remove & Recycle Your Old Appliance and/or Installation on Delivery services were, on occasion, offered for free as part of promotional activity.

[61] Regulation 40(2) of the CCRs.

Conclusion on the DAC Infringement

2.45 For the reasons set out above, the CMA is satisfied that the Respondent engaged in relevant infringements for the purposes of section 148 of the DMCC Act during the Relevant Period – namely that:

(a) the Respondent engaged in commercial practices which meet the specified prohibition condition in section 150 of the DMCC Act, specifically taking payments from consumers for additional services without obtaining express consent in breach of Regulation 40 of the CCRs;

(b) the Respondent's commercial practices harmed the collective interests of consumers; and

(c) the Respondent's commercial practices meet the UK connection condition in section 149 of the DMCC Act.

Time Limited Offers

2.46 A commercial practice meets the specified prohibition condition for the purposes of section 148 of the DMCC Act as it applies for the purposes of Chapter 4 of Part 3 of the DMCC Act if it is in breach of an enactment listed in Schedule 16 to the DMCC Act.[62]

2.47 Chapter 1 of Part 4 of the DMCC Act is included within the enactments listed in Schedule 16 to the DMCC Act. Chapter 1 of Part 4 of the DMCC Act includes the prohibition of unfair commercial practices in section 225(1).

2.48 The CMA is satisfied that the Respondent's commercial practices during the Relevant Period meet the specified prohibition condition for the reasons set out below.

Breach of section 225(1) and paragraph 7, Schedule 20 to the DMCC Act

2.49 Unfair commercial practices are prohibited by section 225(1) of the DMCC Act. Section 225(4)(c) of DMCC Act provides that a commercial practice is unfair if it is listed in Schedule 20 to the DMCC Act (commercial practices which are in all circumstances considered unfair).

[62] Section 150(2) of the DMCC Act.

2.50 Paragraph 7 of Schedule 20 to the DMCC Act states that the following commercial practice is in all circumstances considered unfair:

'*Falsely stating that a product will only be available for a limited time, or that it will only be available on particular terms for a limited time, in order to elicit an immediate decision and deprive consumers of sufficient opportunity or time to make an informed choice'.*

2.51 The CMA is satisfied that the Respondent's practices during the Relevant Period fell within the scope of paragraph 7 of Schedule 20 to the DMCC Act for the following reasons:

(a) the Respondent stated that certain products would be available on particular terms, namely with a discount, for a limited time only i.e. for the duration of the countdown timer;

(b) the wording used by the Respondent (including 'FLASH SALE', 'HURRY' and 'QUICK'), the short duration of the offer and the use of a countdown timer all prompt consumers to purchase immediately so that they can benefit from the discounted price before it expires, depriving them of sufficient opportunity or time to make an informed choice; and

(c) the statements were false, in that the discount would still be available after the stated time limit had expired.

Conclusion on the TLO Infringement

2.52 For the reasons set out above the CMA is satisfied that the Respondent engaged in relevant infringements for the purposes of section 148 of the DMCC Act during the Relevant Period:

(a) the Respondent engaged in commercial practices which meet the specified prohibition condition in section 150 of the DMCC Act by falsely stating that products would only be available for a limited time, or that they would only be available on particular terms for a limited time, in order to elicit an immediate decision and deprive consumers of sufficient opportunity or time to make an informed choice, in breach of section 225(1) of the DMCC Act. This is on the basis that they were commercial practices within the scope of paragraph 7 of Schedule 20 to the DMCC Act, which are in all circumstances considered unfair by virtue of section 225(4)(c) of the DMCC Act;

(b) the Respondent's commercial practices harmed the collective interests of consumers; and

(c) the Respondent's commercial practices meet the UK connection condition in section 149 of the DMCC Act.

3. DIRECTIONS

Directions not to repeat the infringing practices

3.1 Pursuant to section 182(4)(a) of the DMCC Act, the CMA imposes the directions set out in paragraphs 3.2 to 3.10 below which it considers appropriate for, or in connection with, the purpose of securing that the Respondent:

(a) does not repeat the infringing practices and does not engage in the infringing practices in the course of the Respondent's business or another business; and

(b) does not consent or connive in the carrying out of the infringing practices by a body corporate with which the Respondent has a special relationship pursuant to section 220 of the DMCC Act.

Directions[63]

The DAC Infringement

3.2 The Respondent shall ensure that, under a contract between the Respondent and a consumer, whether entered into via the Website or otherwise, no payment is payable by a consumer in addition to the remuneration agreed for the Respondent's main obligation under the contract unless, before the consumer becomes bound by the contract, the Respondent has obtained the consumer's express consent.

3.3 For the purposes of paragraph 3.2 the Respondent's main obligation(s) under a contract with a consumer includes selling and supplying them with the relevant products the consumer has ordered from the Respondent when the order is made via the Website.[64]

3.4 The Respondent, in particular:

[63] For the purposes of these directions references to 'Website' means the https://www.appliancesdirect.co.uk website in any form including, but not limited to, 'desktop', 'mobile' and 'app' based formats. For the avoidance of doubt, these directions only apply to practices which meet the UK connection condition in section 149 of the DMCC Act.

[64] See paragraph 2.40 above.

(a) will ensure that any present or future additional, paid services are not pre-selected or otherwise automatically added to a consumer's online shopping basket on the Website as a default option; and

(b) will not rely on a consumer not changing such default options to infer that the consumer has consented to pay for such services.

Additional, paid services include, but are not limited to, the Remove & Recycle Your Old Appliance and Installation on Delivery services.

The TLO Infringement

3.5 The Respondent shall ensure that it does not falsely state on the Website or otherwise that a product will only be available for a limited time, or that it will only be available on particular terms for a limited time, in order to elicit an immediate decision and deprive consumers of sufficient opportunity or time to make an informed choice.

3.6 For the purposes of paragraph 3.5 this includes, but is not limited to, presenting or describing an offer as lasting until any countdown timer or similar is set to expire in circumstances where the product is available at the same, substantially the same, or a lower price immediately following the expiry of the offer.

3.7 For the avoidance of doubt, this does not prevent an offer from being repeated at a future time (for example, where the product is again available at the same, substantially the same, or a lower price) provided that a reasonable period of time has elapsed after the expiry of any stated time period.

Enhanced consumer measures

3.8 Pursuant to sections 182(4)(a) and 183 of the DMCC Act, the CMA further imposes the directions set out below and in **Annex B**, requiring the Respondent to take ECMs.

3.9 Directions contained in a FIN may include directions requiring the Respondent to take such ECMs as the CMA considers just and reasonable.[65]

[65] Section 183 of the DMCC Act. Pursuant to section 183(2) of the DMCC Act, the CMA must consider whether any proposed ECMs are proportionate, having regard to: (a) the likely benefit of the measures to consumers, (b) the costs likely to be incurred by the respondent, and (c) the likely cost to consumers of obtaining the benefit of the measures.

3.10 Having considered the factors set out in section 183(2) of the DMCC Act, in deciding whether ECMs are proportionate, the CMA considers that it is just and reasonable to require the taking of ECMs for the following reasons:

(a) The first ECM is a compliance measure to improve the Respondent's compliance with consumer law generally, in order to prevent or reduce the risk of the occurrence or repetition of the infringing practices. Given that Default Additional Charges were implemented on the Website by the [✂] without further approval required by senior directors or management, and that Time Limited Offers were implemented without appropriate oversight by senior directors or management,[66] it is appropriate to impose directions to ensure that such practices are not repeated. This measure will benefit consumers by reducing the risk of the infringing practices reoccurring, and the costs of implementation incurred by the Respondent are likely to be low.

(b) The second ECM, which applies to the DAC Infringement only, is a redress measure, which requires the Respondent to provide redress to Affected Consumers (as defined in Annex B to this FIN).[67] The CMA requires the Respondent to provide compensation equivalent to the amount paid by consumers for additional services which were pre-selected and automatically added to consumers' online shopping baskets without obtaining their express consent during the Relevant Period. The redress to be paid will exclude any payments taken for additional, paid services during the Relevant Period which have already been refunded to consumers. This redress measure will benefit consumers, because it will put them in the financial position they would have been in had the Respondent not taken payments from them for the additional, paid service(s) without obtaining their express consent.[68] This also reflects the provisions of Regulation 40(4) of the CCRs which require traders to reimburse payments taken in breach of Regulation 40.[69]

(c) The Respondent has informed the CMA that it does not store payment card details for all consumers who made payments for the pre-selected

[66] Response to Q16 of Information Notice 1 (**BCK-000000525**), provided by the Respondent in Appliances Direct CMA response v1.1.pdf on 19 December 2025 (**BCK-000000014**).
[67] Section 221(1)(a) and 221(2)(a) of the DMCC Act.
[68] Section 183(2)(a) of the DMCC Act.
[69] Regulation 40(4) states that '*Where a trader receives an additional payment which, under this regulation, is not payable under a contract, the contract is to be treated as providing for the trader to reimburse the payment to the consumer*'.

additional, paid services during the Relevant Period.[70] However, the Respondent holds past payment transaction data, and can issue refunds for payments on card transactions, subject to some specified caveats. The CMA considers that any administrative costs incurred by the Respondent in processing payments to affected consumers are likely to be just and reasonable, particularly given the Respondent is required to reimburse affected consumers pursuant to Regulation 40(4) of the CCRs.[71]

(d) The CMA does not anticipate any likely cost to consumers of obtaining the benefit of the redress measure, given the reimbursement of affected consumers will be facilitated by the Respondent.[72]

[70] Response to Q12 of Information Notice 2 (**BCK-000000599**), provided by the Respondent in CMA - Response to letter dated 26-03-2026 v1.0 on 2 April 2026 (**BCK-000000071**).
[71] See footnote 69.
[72] Section 183(2)(c) of the DMCC Act.

4. MONETARY PENALTY

4.1 Pursuant to section 199 of the DMCC Act, the CMA has published a statement of policy in relation to the exercise of its powers to impose monetary penalties in direct enforcement cases. This is set out in Chapter 7 of CMA200. The CMA must have regard to this policy in deciding whether to impose the penalty, and if so, the nature and amount of the penalty.

4.2 As set out in CMA200,[73] the CMA will have regard to certain policy objectives when considering whether to impose a penalty, and the amount of such penalty. In particular, the CMA's objectives in imposing penalties are to:

(a) deter infringements and incentivise compliance with both consumer law and remedies, whether agreed or imposed, in order to protect consumers;

(b) reflect the seriousness of infringements and breaches that the CMA finds to have occurred; and

(c) encourage parties to co-operate fully with CMA investigations, so that the CMA is able to take timely decisions based on accurate and complete information.

4.3 The CMA is satisfied that the Respondent has engaged in commercial practices constituting relevant infringements as defined in section 148 of the DMCC Act and imposes on the Respondent a requirement to pay a monetary penalty.[74] In determining whether a penalty should be imposed on the Respondent (as opposed to accepting undertakings without a penalty), the CMA has considered several factors in accordance with the policy objectives set out in Chapter 7 of CMA200 which make it appropriate to impose a penalty, namely:

(a) the requirements of Regulation 40 of the CCRs are clear;

(b) the practice in paragraph 7 of Schedule 20 to the DMCC Act is prohibited in all circumstances;

(c) while the CMA can only impose a monetary penalty in relation to conduct which took place after the commencement date of Part 3 of the DMCC Act, the Respondent should have been aware that the conduct constituting the:

[73] CMA200, paragraphs 7.7 to 7.10.
[74] Section 182(4)(b) of the DMCC Act.

(i) DAC Infringements had been unlawful since the CCRs came into force on 13 June 2014; and

(ii) TLO Infringements was likely to have been unlawful under the corresponding prohibition in the Consumer Protection from Unfair Trading Regulations 2008 (**CPUTRs**), which came into force on 26 May 2008 (the prohibition in the DMCC Act, which largely recreates the legal effect of the CPUTRs with minor amendments, is substantially unaltered from the CPUTRs);[75]

(d) the CMA has been motivated by the need to promote trust and confidence among consumers so that they can rely on traders acting lawfully, as well as to ensure that consumers do not pay more than they need to, and are not misled or unfairly pressured and deprived of sufficient opportunity and time to make informed choices;[76]

(e) ensuring that competing businesses which do not engage in the infringing conduct are not put at a disadvantage by, amongst other things, potentially missing out on income attributable to the infringing conduct; and

(f) the penalty provisions of the DMCC Act are underpinned by a concern to deter infringements and incentivise traders to comply with the law.

4.4 Pursuant to section 203(1)(b) of the DMCC Act, the following paragraphs set out the grounds which justify the giving of this penalty and its amount.

4.5 As set out in paragraph 1.3 above, the Respondent has admitted that it had engaged in conduct each of which constitutes a relevant infringement for the purposes of section 148 of the DMCC Act and has agreed to comply with the Conditions of Settlement. In light of these admissions, its agreement to an expedited process for concluding the investigation and to comply with the Conditions of Settlement, the CMA has applied a settlement discount of 40% to the Respondent's penalty (**Settlement Discount**). This Settlement Discount is dependent on the Respondent's continued compliance with the

[75] Paragraph 7 of Schedule 1 to the CPUTRs prohibited as unfair in all circumstances: '*Falsely stating that a product will only be available for a very limited time, or that it will only be available on particular terms for a very limited time, in order to elicit an immediate decision and deprive consumers of sufficient opportunity or time to make an informed choice'.* Also see paragraph 1330, explanatory notes to the DMCC Act.

[76] See Urgency and price reduction claims: compliance advice for online businesses (the open letter), dated 29 March 2023.

Conditions of Settlement and will be withdrawn in the event of non-compliance in line with the CMA's settlement policy.[77]

4.6 Consistent with the CMA's statement of policy in relation to the exercise of its powers to impose a monetary penalty as set out in chapter 7 of CMA200, the CMA assesses any decision to impose a penalty, the approach taken and the level of any penalty on a case-by-case basis, having regard to the specific facts and circumstances of each case.

4.7 In this case, the CMA has calculated the penalty taking into account the fact it has found two separate infringements: the DAC Infringement and the TLO Infringement. Accordingly, it has approached the calculation by separately applying Steps 1 to 3 to each infringement, before considering in the round at Step 4 whether an adjustment is needed to ensure the combined penalty amount is proportionate.

Amount of monetary penalty

4.8 The penalty is a fixed sum amounting to **£2,000,000**. The penalty after the application of the Settlement Discount[78] is a fixed sum amounting to **£1,200,000**.

Penalty calculation

Turnover for purpose of determining starting point

4.9 For substantive infringements and breaches of undertakings and directions, notwithstanding the statutory cap, the CMA will generally determine a starting point of up to 30% of the party's UK turnover, which will generally be the amount derived in connection with the direct or indirect sale or provision of products to customers (businesses or consumers) in the UK.[79]

4.10 The concept of 'UK turnover' in this context is not a statutory concept.[80] Notwithstanding this, where appropriate, the CMA will generally expect to apply the same principles set out in the Digital Markets, Competition and Consumers Act 2024 and Consumer Rights Act 2015 (Turnover and Control) Regulations 2024 (the **Turnover Regulations**) to how the CMA calculates

[77] CMA200, paragraphs 4.73 and 7.49.
[78] See paragraphs 4.72 to 4.77.
[79] CMA200, paragraph 7.16.
[80] CMA200, Annex D: Summary of how the CMA intends to determine turnover, paragraph 7. The concept of 'UK turnover' is not defined in the DMCC Act or in Part 3 of Turnover Regulations.

'UK turnover' for the purpose of setting the starting point.[81] UK turnover will be calculated to include, where a person controls another person or is controlled by another person, the UK turnover of that other person.[82]

4.11 Following the principles set out in the Turnover Regulations, the relevant period to be used when calculating turnover for the purpose of establishing the starting point is the last '**Accounting Period**' that ends before, in the case of a substantive penalty for a consumer law infringement, the date that the infringement ceased.[83] The DAC Infringement and the TLO Infringement each ceased on 19 November 2025.[84] Accordingly, the CMA has assessed that the Respondent's turnover for the purpose of determining the starting point in relation to each of the infringements is its UK turnover derived from transactions during the 2024/2025 financial year (ending on 31 March 2025): £311,108,000.

The DAC Infringement

Step 1: DAC Infringement – Starting point

4.12 The CMA will determine the starting point for a penalty based on a percentage of the relevant UK turnover. This percentage starting point will be determined taking account of the seriousness of the infringements, and the relevant infringement category, by reference to the harm caused by the infringements, or the risk of harm from the infringements, and the culpability of the party.[85]

Step 1A: Determining the level of harm

4.13 When assessing whether there has been 'major', 'significant', 'moderate', or other harm, the CMA will consider the total estimated economic harm to consumers as a whole (if any) and the total estimated non-economic harm caused to consumers as a whole (if any).[86] Where there has been economic

[81] CMA200, Annex D: Summary of how the CMA intends to determine turnover, paragraph 7.
[82] CMA200, paragraph 7.17.
[83] CMA200, Annex D: Summary of how the CMA intends to determine turnover, paragraphs 17 and 24. An 'Accounting Period' is a period of more than 6 months in respect of which accounts are prepared or required to be prepared (see Regulation 5(8)(a) of the Turnover Regulations).
[84] The Respondent confirmed cessation of the use of Default Additional Charges in Appliances Direct CMA Response v1.1.pdf, Appendix 17, dated 19 December 2025 (**BCK-000000014**). In relation to the Respondent's use of Time Limited Offers, Appendix 16 of Appliances Direct CMA Response v1.1.pdf, dated 19 December 2025 (**BCK-000000014**), states: *'On 19th November, the Pop Up was amended to retain the existing Offer but removed the Countdown Timer and, therefore, was no longer a Time Limited Offer'*.
[85] CMA200, paragraph 7.25.
[86] CMA200, paragraph 7.27.

and non-economic harm, the CMA will look at the totality of the combined harm when categorising the infringement. Where relevant, the CMA will also consider wider impacts on consumers due to the likely impact on fair dealing businesses and on markets as a whole.[87] In cases where the CMA is unable to estimate or quantify harm or gain, the CMA will use the available evidence to determine the category which it considers is fair in all the circumstances.[88]

4.14 Having considered the factors set out at paragraphs 7.26 to 7.32 of CMA200, the CMA considers that the DAC Infringement caused **moderate economic or non-economic harm to consumers**. This is for the following reasons:

(a) It is important that consumers have genuine choice over whether to pay for an additional product (for example, a good or service) that they may or may not wish to purchase and is outside of the trader's main contractual obligation. By adding a pre-selected additional, paid service to the consumer's online shopping basket the Respondent has not obtained consumers' express consent, meaning consumers may pay for a service they do not want or require.

(b) The specific consumer harm will also depend on a number of other factors, including:

(i) the number of consumers affected; and

(ii) the pricing of the Default Additional Charges.

(c) Applying these considerations to the specific facts of this case, during the Relevant Period:

(i) the Default Additional Charges were priced at £24.99 (Remove & Recycle Your Old Appliance service) and £29.97 (Installation on Delivery service);

(ii) consumers were charged a total of £432,578.46 (including VAT) for the Remove & Recycle Your Old Appliance and Installation on Delivery services, with the Respondent generating a revenue of

[87] CMA200, paragraph 7.27.
[88] CMA200, paragraph 7.31.

£346,062.77 (excluding VAT)[89] for these Default Additional Charges;

(iii) there were 16,740 orders from the Website which included pre-selected additional paid service, charged for and not de-selected by consumers;[90]

(iv) within the 16,740 orders specified in (iii) above were:

- 17,081 instances where Remove & Recycle Your Old Appliance service was automatically added to consumer orders;
- 191 instances where Installation on Delivery service was automatically added to consumer orders;

(v) the average cost to each consumer was approximately £25.84 (being the average price paid for Default Additional Charge, per order);[91] and

(vi) the DAC Infringement which is the subject matter of the FIN lasted for approximately 226 days, from the entry into force of Parts 3 and 4 of the DMCC Act on 6 April 2025 to 17 November 2025.[92] The Respondent ceased the DAC Infringement when it was informed by the CMA that it was being investigated.

4.15 The CMA has not identified any escalating factors.[93]

4.16 The CMA's assessment of the above factors in the round is that **Category 3** is appropriate to reflect the level of harm for the DAC Infringement.

[89] The revenue figure (excluding VAT) has been calculated by the CMA using the service sales data, prior to cancellations and refunds, provided by the Respondent in its email to the CMA dated 8 June 2026 (**BCK- 000000657**), and Table 3 of IN2 Appliances Direct Financial Information v3.xlsx, provided on 2 June 2026 (**BCK-000000512**).

[90] This figure is before any cancellations and refunds.

[91] This figure of £25.84 is the total price paid by customers (£432,578.46) divided by the number of orders (16,740) from the Website which included a Default Additional Charge. This is a proxy figure for harm per consumer. However, some customers may have made multiple orders.

[92] For the purposes of this FIN, the CMA has assessed the Respondent's conduct during the Relevant Period, which is defined as running from 6 April 2025 to 17 November 2025 inclusive. The CMA can only impose a monetary penalty in relation to conduct which takes place after the commencement date of Parts 3 and 4 of the DMCC Act – specifically, on or after 6 April 2025. Although the Respondent has provided the CMA with evidence confirming that these practices were first introduced in November 2023 for the Remove & Recycle Your Old Appliance, and have consistently been in place since then, for this reason the CMA has only included conduct after 6 April 2025 in the FIN.

[93] CMA200, paragraph 7.33.

Step 1B: Determining the level of culpability

4.17 The CMA will look at the extent to which the act or acts of the party were the result of deliberate action by the party or were a genuine mistake. The categories in Table 3 of CMA200 are relative levels of culpability and the CMA will make a judgement as to the appropriate category based on the evidence before it. The CMA is not required to identify a deliberate intention to break the law, in order to place behaviour in the 'high' culpability category.

4.18 To the extent a party exhibits behaviour which matches factors in more than one category, the party will be designated to the higher of the categories.[94]

4.19 Having considered the factors set out at paragraph 7.34 of CMA200, and, in particular, the factors listed in Table 3 of CMA200, the CMA considers that the appropriate level of culpability for the DAC Infringement is **high**.

4.20 In reaching this conclusion, the CMA has taken into account the fact that the DAC Infringement applied repeatedly to transactions on the Website throughout the Relevant Period and was therefore not occasional.[95]

4.21 The CMA therefore considers that the following factor indicating high culpability, as set out in Table 3 of CMA200, has been met:

'*Where the party's business operations regularly involve the infringing practice'.*[96]

4.22 In reaching this conclusion, the CMA has also taken account of the fact that it has published advice, guidance and publicly taken action in relation to these types of practices.[97]

---

[94] CMA200, paragraph 7.34.

[95] Data provided by the Respondent for Information Notice 1 (**BCK-000000525**) in Appliances Direct CMA Response v1.1.pdf (**BCK-000000014**) shows that the Remove & Recycle Your Old Appliance default charge was in place for the duration of the Relevant Period, 226 days, from 6 April to 17 November 2025. The Installation on Delivery Default Additional Charge applied during the month of September 2025 only. In addition, CMA analysis based on the information provided in IN2 Appliances Direct Financial Information v3.xlsx (**BCK-000000512)**, in response to Information Notice 2 (**BCK-000000599**), shows that 16,470 orders on the Website during the Relevant Period included one or more Default Additional Charges. The DAC Infringement ceased on 19 November 2025 (Appendix 17, Appliances Direct CMA Response v1.1.pdf (**BCK-000000014**)).

[96] CMA200, Table 3.

[97] See, for example, Online Choice Architecture: How digital design can harm competition and consumers and Using urgency and price reduction claims online; CMA Unfair commercial practices guidance (CMA207), page 23 in particular; Wowcher Group: consumer protection case.

4.23 In addition, the CMA has taken account of the fact that the then Department for Business Innovation & Skills also published guidance on the requirements of the CCRs.[98]

4.24 In light of that published guidance, the CMA's previously published advice and action taken, and the expectation that businesses should be familiar with the consumer law applicable to their commercial practices, the CMA considers the following factor indicating high culpability in Table 3 of CMA200 is met:

'*Where the CMA, Trading Standards or another regulator or self-regulatory body has provided advice or issued a decision that the practice does not comply with the law or relevant applicable industry standards, or where they had published a statement or guidance that the practice does not comply, or is unlikely to comply, with the law or relevant applicable industry standards'.*[99]

4.25 Although it is not necessary to assess further factors relevant to culpability, the CMA notes that the Respondent chose to engage in the practices which amounted to the relevant infringements – rather than accidentally engaging in them – and that the Respondent's [✂] was directly involved in the Respondent's decision to pre-select the additional, paid services during the consumer journey on the Website. For the avoidance of doubt, whilst the Respondent chose to engage in the infringing practices, the CMA has not found that the Respondent deliberately sought to infringe consumer law.

Step 1C: Determining the starting point code (A, B, C or D)

4.26 Step 1C of the penalty calculation is set out in Table 4, paragraph 7.34 of CMA200, which sets out how the CMA should determine the starting point code. Applying the CMA's findings on harm and culpability above, the relevant starting point code for the DAC Infringement is **B**.

Step 1D: Applying the starting point code

4.27 Starting point code B ranges from £150,000 or 15% (whichever is higher) up to £225,000 or 22.5% (whichever is higher).

[98] CCR guidance, published by Department for Business Innovation & Skills in December 2013: Consumer contracts (information, cancellation and additional charges) regulations, implementing guidance.
[99] CMA200, Table 3.

4.28 Applying the considerations set out at paragraphs 4.12 to 4.26 above, the CMA considers that the appropriate starting point should be around the middle of the penalty range available, at **18%**.

Calculation at the end of Step 1 for the DAC Infringement

4.29 The starting point for determining the level of penalty for the DAC Infringement is therefore:

- £55,999,440 (18% of £311,108,000)

Step 2: DAC Infringement – Adjustment for deterrence and to take account of the size of the party

4.30 Having determined an appropriate starting point, the CMA will consider whether it is likely to deter future infringements by the party and others.[100] To constitute an effective deterrent in this context, any penalty imposed should also exceed a party's likely actual gains from an infringement by a material amount.[101]

4.31 The CMA has had regard to the relevant factors set out in CMA200 and, in particular, whether the starting point for the DAC Infringement is likely to be sufficient to deter future infringements by the Respondent and others. In particular, the CMA has had regard to the size and financial position of the Respondent, the fact that the Respondent principally operates in the UK,[102] the fact that the penalty materially exceeds both the benefit the Respondent is likely to have achieved from the DAC Infringement and the overall turnover generated by the sale of pre-selected additional, paid services, and the fact that the CMA requires the Respondent to pay redress in relation to the DAC Infringement by way of its directions.

4.32 The CMA considers that the penalty for the DAC Infringement at the end of Step 1 is sufficient to achieve deterrence. As such, the CMA has concluded that no further increase is necessary.

[100] CMA200, paragraph 7.36.
[101] CMA200, paragraph 7.40.
[102] 95.82% of the Respondent's annual turnover is within the UK (for the financial year ended 31 March 2025). See Buy It Direct Ltd FY25 Signed Accounts.pdf (**BCK-000000070**). Also see paragraph 7.39 of CMA200.

Step 3: DAC Infringement – Adjustment for aggravating or mitigating factors

4.33 The monetary penalty may be increased at Step 3 where there are aggravating factors or decreased where there are mitigating factors.[103] Paragraph 7.42 of CMA200 states factors that the CMA may consider at this step.

4.34 The CMA has considered this step and does not consider that there are any aggravating or mitigating factors that mean an adjustment to the penalty would be appropriate based on the specific circumstances of the DAC Infringement.

Calculation at the end of Step 3 for the DAC Infringement

4.35 The penalty for the DAC Infringement at the end of Step 3 is therefore:

- £55,999,440 (100% of £55,999,440)

The TLO Infringement

Step 1: TLO Infringement – Starting point

4.36 As mentioned above, the CMA will determine the starting point for a penalty based on a percentage of the relevant UK turnover. This percentage starting point will be determined taking account of the seriousness of the infringements, and the relevant infringement category, by reference to the harm caused by the infringements, or the risk of harm from the infringements, and the culpability of the party.[104]

Step 1A: Determining the level of harm

4.37 As mentioned above, when assessing whether there has been 'major', 'significant', 'moderate', or other harm, the CMA will consider the total estimated economic harm to consumers as a whole (if any) and the total estimated non-economic harm caused to consumers as a whole (if any).[105] Where relevant, the CMA will also consider wider impacts on consumers due to the likely impact on fair dealing businesses and on markets as a whole.[106] Where there has been economic and non-economic harm, the CMA will look

[103] CMA200, paragraph 7.41.
[104] CMA200, paragraph 7.25.
[105] CMA200, paragraph 7.27.
[106] CMA200, paragraph 7.27.

at the totality of the combined harm when categorising the infringement.[107] In cases where the CMA is unable to estimate or quantify harm or gain, the CMA will use the available evidence to determine the category which it considers is fair in all the circumstances.[108]

4.38 Having considered the factors set out at paragraphs 7.26 to 7.32 of CMA200, the CMA considers that the TLO Infringement caused **low economic or non-economic harm** to consumers for the following reasons:

(a) It is important that consumers are not misled, unfairly pressured into making decisions, and have sufficient opportunity and time to make an informed choice when purchasing a product. By falsely stating that a product will only be available on particular terms for a limited time, the Respondent has misled and placed unfair pressure on consumers, restricting their ability to make an informed choice.

(b) Given the nature of the infringing practices, the CMA has taken an in the round assessment of economic and non-economic harm using the available evidence to determine the category which it considers is fair in all the circumstances based on:[109]

(i) the number of consumers that may potentially have been affected – specifically, the number of orders during the Relevant Period that included Relevant TLO Product that was part of Time Limited Offer;

(ii) the discount value of the Time Limited Offers (ranging from £10-£25) relative to the average order value for Relevant TLO Products;[110]

(iii) the revenue generated by the Respondent during the Relevant Period from products subject to Time Limited Offers (recognising that not all the revenue generated represents harm caused by infringements, as not all Time Limited Offers in the Relevant Period were false);

(iv) the CMA's analysis of the Time Limited Offers during the Sample Period (see paragraph 4.38(c)(ii) below);

[107] CMA200, paragraph 7.30.
[108] CMA200, paragraph 7.31.
[109] CMA200, paragraph 7.30.
[110] The value of the Time Limited Offer discounts represented approximately [✂]% to [✂]% of the average Relevant TLO Product(s) order value during the Relevant Period.

(v) the non-economic harm; and

(vi) the duration of the TLO Infringement.

(c) Applying these considerations to the specific facts of this case:

(i) The CMA's analysis of the evidence shows that:

(1) there were [✂] consumer orders placed on the Website for Relevant TLO Products subject to Time Limited Offers;[111]

(2) the average order value for Relevant TLO Products was £[✂];[112]

(3) the Respondent generated total turnover of £[✂] from Relevant TLO Products subject to Time Limited Offers during the Relevant Period.[113]

(ii) The CMA's analysis of data provided by the Respondent[114] found that 1,583 products were subject to Time Limited Offers repeating on consecutive days during the full Sample Period; additional 118 products were subject to Time Limited Offers repeating on consecutive days between 15 and 31 August 2025. Further analysis found that:

(1) 813 of these 1,583 products (51.4%) were offered at the same undiscounted price throughout the full Sample Period; and

(2) 69 of these 118 products (58.5%) were offered at the same undiscounted price between 15 and 31 August 2025.

(iii) The presentation of the Time Limited Offer on the Website:

(1) was as a fixed deduction amount from the listed price for the Relevant TLO Product;

[111] These are consumer orders placed on the Website with discount codes redeemed.

[112] This figure of £[✂] represents the total turnover from products subject to Time Limited Offers generated by the Respondent during the Relevant Period (£[✂]), divided by the number of orders including Time Limited Offers ([✂]), being a number of discount codes redeemed.

[113] These figures represent turnover generated from [✂] products sold with Time Limited Offers during the Relevant Period, based on the number of discount codes redeemed.

[114] Product data provided by the Respondent in IN1 Appliances Direct - Time Limited Offers v4.0.xlsx, submitted on 17 April 2026 (**BCK-000000075**).

(2) was displayed only on the Relevant TLO Product page;

(3) was not displayed at multiple points of the consumer journey.

(iv) False time limited offers are unfair in all circumstances and they are a banned practice. They can unfairly pressure consumers into making rushed purchase decisions, increase their willingness to pay for products and services, and reduce the likelihood that they will shop around and compare competitors' prices.

(v) Fair-dealing businesses may have been disadvantaged, as the Respondent's use of false Time Limited Offers may have unfairly attracted consumers who might otherwise have purchased from those other businesses. The Respondent's use of false Time Limited Offers may in turn have encouraged other businesses to adopt similarly misleading practices to compete.

(vi) The TLO Infringement lasted for approximately 226 days, from the entry into force of Parts 3 and 4 of the DMCC Act on 6 April 2025 to 17 November 2025.[115] The Respondent ceased the TLO Infringement when it was informed by the CMA that it was being investigated.

4.39 The CMA has not identified any escalating factors.[116]

4.40 The CMA's assessment of the above factors in the round is that **Category 4** is appropriate to reflect the level of harm for the TLO Infringement.

Step 1B: Determining the level of culpability

4.41 As explained above, the CMA will look at the extent to which the act or acts of the party were the result of deliberate action by the party or were a genuine mistake. The categories in Table 3 of CMA200 are relative levels of culpability and the CMA will make a judgement as to the appropriate category based on the evidence before it. The CMA is not required to identify a deliberate intention to break the law in order to place behaviour in the 'high' culpability category.

[115] See footnote 6, which explains how the CMA calculated the Relevant Period.
[116] CMA200, paragraph 7.33.

4.42 To the extent a party exhibits behaviour which matches factors in more than one category, the party will be designated to the higher of the categories.[117]

4.43 Having considered the factors set out at paragraph 7.34 of CMA200, and in particular the factors listed in Table 3, the CMA considers that the appropriate level of culpability for the TLO Infringement is **high**.

4.44 In reaching this conclusion, the CMA has taken into account the fact that the TLO Infringement applied repeatedly to transactions on the Website throughout the Relevant Period and was therefore not occasional.[118]

4.45 The CMA therefore considers that the following factor indicating high culpability, as set out in Table 3 of CMA200, has been met:

'Where the party's business operations regularly involve the infringing practice'.

4.46 In reaching this conclusion of high culpability, the CMA has also taken account of the fact it has published advice, guidance and publicly acted in relation to practices which involve time limited offers.[119]

4.47 The CMA has had regard to the open letter published on 29 March 2023, which provides compliance advice to online businesses on urgency and price claims.[120] The letter was addressed to UK businesses selling or promoting goods or services online, including online retailers, online marketplaces, intermediaries and providers of e-commerce platforms. The open letter explained that urgency claims, including countdown timers and other 'act fast' messages, may breach consumer protection law where they mislead consumers or place unfair pressure on them. The CMA also

[117] CMA200, paragraph 7.34.

[118] For example, see product data provided by the Respondent in IN1 Appliances Direct - Time Limited Offers v4.0.xlsx, submitted on 17 April 2026 (**BCK-000000075**). As noted in paragraph 4.38, based on the CMA analysis of the information provided by the Respondent, out of the 1,701 products that were subject to Time Limited Offers in the August 2025 sample, for 1,583 Products the Time Limited Offers repeated every day of the Sample Period and for a further 118 products the Time Limited Offers repeated everyday between 15 August and 31 August 2025.

[119] See, for example, Online Choice Architecture: How digital design can harm competition and consumers and Using urgency and price reduction claims online; CMA Unfair commercial practices guidance (CMA207), page 23 in particular; Wowcher Group: consumer protection case; Emma Group: consumer protection case.

[120] Using urgency and price reduction claims online. This letter forms part of the CMA's broader programme of work on Online Choice Architecture (OCA) – the ways in which the design of online interfaces can influence consumers' purchasing decisions. Also see the CMA's press releases in the Emma Sleep case: CMA calls on Emma Sleep to change its online sales practices; and the Wowcher case: Wowcher Group: consumer protection case.

published examples of non-compliance to illustrate practices likely to be of concern.[121] In particular, the CMA advised that:

(a) **Time limited offers**: businesses should not claim that an offer will end at a particular time where the same, or a substantially similar, offer will continue after that time.

(b) **Countdown timers**: timers should reflect a genuine deadline. A timer is likely to mislead consumers where it resets or restarts, or where the offer remains available after the timer has expired.

4.48 In addition, the CMA has taken account of the fact that guidance on unfair commercial practices (**CMA207**) was published on 4 April 2025, before the start of the Relevant Period.[122] CMA207 explains and provides examples of each of the 32 commercial practices set out in Schedule 20 to the DMCC Act, which are considered unfair in all circumstances. This includes banned practice 7, which relates to false statements that a product will only be available, or available on particular terms, for a limited time.[123] The CMA's predecessor, the Office of Fair Trading, had also published similar guidance on the CPUTRs on 1 August 2008, which included guidance on the preceding equivalent to banned practice 7.[124]

4.49 In light of the published guidance, the CMA's previously published advice, and the expectation that businesses should be familiar with the consumer law applicable to their commercial practices, the CMA considers the following factor indicating high culpability in Table 3 of CMA200 is met:

'Where the CMA, Trading Standards or another regulator or self-regulatory body has provided advice or issued a decision that the practice does not comply with the law or relevant applicable industry standards, or where they had published a statement or guidance that the practice does not comply, or is unlikely to comply, with the law or relevant applicable industry standards'.[125]

4.50 Although it is not necessary to assess further factors relevant to culpability, the CMA notes that the Respondent chose to introduce the practices which amounted to the relevant infringements – rather than accidentally engaging in them – and that senior staff, including the [✂], were involved in the

[121] Urgency and price reduction claims: examples of non-compliance.
[122] CMA207 was reissued with revisions on 18 November 2025, without the content on price transparency, which instead was published in Unfair commercial practices: price transparency (CMA209).
[123] CMA207, page 23.
[124] Consumer Protection from Unfair Trading Regulations - traders: OFT1008, page 22.
[125] CMA200, Table 3.

Respondent's decision to use the Time Limited Offers on the Website. For the avoidance of doubt, whilst the Respondent chose to engage in the infringing practices, the CMA has not found that the Respondent deliberately sought to infringe consumer law.

Step 1C: Determining the starting point code (A, B, C or D)

4.51 Step 1C of the penalty calculation is set out in Table 4, paragraph 7.34 of CMA200, which sets out how the CMA should determine the starting point code. Applying the CMA's findings on harm and culpability above, the relevant starting point code for the TLO Infringement is **C**.

Step 1D: Applying the starting point code

4.52 Starting point code C ranges from £75,000 or 7.5% (whichever is higher) up to £150,000 or 15% (whichever is higher).

4.53 Applying the considerations set out at paragraphs 4.36 to 4.51 above, the CMA considers that the appropriate starting point should be around the middle of the penalty range available, at **10%**.

Calculation at the end of Step 1 for the TLO Infringement

4.54 The starting point for determining the level of penalty for the TLO Infringement is therefore:

- £31,110,800 (10% of £311,108,000)

Step 2: TLO Infringement – Adjustment for deterrence and to take account of the size of the party

4.55 Having determined an appropriate starting point, the CMA will consider whether it is likely to deter future infringements by the party and others.[126] To constitute an effective deterrent in this context, any penalty imposed should also exceed a party's likely actual gains from an infringement by a material amount.[127]

4.56 The CMA has had regard to the relevant factors set out in CMA200 and in particular whether the starting point for the TLO Infringement is likely to be sufficient to deter future infringements by the Respondent and others. In particular, the CMA has had regard to the size and financial position of the

[126] CMA200, paragraph 7.36.
[127] CMA200, paragraph 7.40.

Respondent, the fact that the Respondent principally operates in the UK,[128] the fact that the penalty materially exceeds both the benefit the Respondent is likely to have achieved from the TLO Infringement and the overall turnover generated by the sale of Relevant TLO Products subject to Time Limited Offers.

4.57 The CMA considers that the penalty for the TLO Infringement at the end of Step 1 is sufficient to achieve deterrence. As such, the CMA has concluded that no further increase is necessary.

Step 3: TLO Infringement – Adjustment for aggravating or mitigating factors

4.58 The monetary penalty may be increased at Step 3 where there are aggravating factors or decreased where there are mitigating factors.[129] Paragraph 7.42 of CMA200 provides a non-exhaustive list of factors that the CMA may consider at this step.

4.59 The CMA has considered this step and does not consider that there are any aggravating or mitigating factors that mean an adjustment to the penalty would be appropriate based on the specific circumstances of the TLO Infringement.

4.60 The penalty for the TLO Infringement at the end of Step 3 is therefore:

- £31,110,800 (10% of £311,108,000)

Further adjustments – DAC Infringement and TLO Infringement

4.61 At the end of Step 3, the combined penalty amount for the DAC Infringements and the TLO Infringements is £87,110,240. We now turn to Step 4 adjustments.

Step 4: Adjustment to ensure the penalty is proportionate and check that the penalty is within the statutory maximum

4.62 At Step 4, the CMA will take a step back to check whether, in its view, the overall penalty reached after Steps 1 to 3 is proportionate in the

[128] In response to Information Notice 2, dated 26 March 2026 (**BCK-000000599**), the Respondent provided Buy It Direct Ltd FY25 Signed Accounts.pdf (**BCK-000000070**). Page 1 states: *'The principal activity of the company and the group is the online retailing, distribution, repair and recycling of electrical, bathroom, furniture, outdoor and other consumer products, primarily to consumers and businesses in the United Kingdom'.*
[129] CMA200, paragraph 7.41.

circumstances.[130] This is not a mechanistic assessment, but one of evaluation and judgement. In carrying out this assessment, the CMA is not restricted to imposing the lowest penalty that could reasonably be justified, and it will select the figure which it considers is appropriate in all the circumstances of the case.[131]

4.63 The CMA considers it is appropriate, on the facts of this case, to assess the combined penalty at the proportionality stage, ensuring that the overall penalty imposed on the Respondent is proportionate and takes into account the cumulative effect of the penalties which will be imposed concurrently for each infringement. The CMA has decided to take this approach because, although the DAC Infringement and the TLO Infringement arise from distinct commercial practices, those practices were carried out by the same Respondent, during the same Relevant Period, and involved conduct relating to the same Website.

4.64 The law relating to payments which are payable in addition to the remuneration agreed for a trader's main obligation under a contract and taken without a consumer's express consent is clear. The CCRs came into force in the UK on 13 June 2014. Similarly, false time limited offers (namely, practices within the scope of paragraph 7 of Schedule 20 to the DMCC Act) are expressly prohibited in all circumstances,[132] and have been for a number of years. The CPUTRs came into force on 26 May 2008 and were largely restated in the DMCC Act.[133] Consequently, the CMA takes the Respondent's non-compliance with the CCRs and with paragraph 7, Schedule 20 to the DMCC Act seriously. The CMA has assessed this non-compliance as having caused harm, but also recognises that these practices were neither central to the Respondent's business model nor a significant source of its revenue.

4.65 Taking these factors into account, as well as the Respondent's size and financial position, the CMA has concluded that a reduction in the level of penalty is appropriate to ensure it is not disproportionate. The CMA has further concluded that the reduced penalty would still appropriately reflect the seriousness of the relevant infringements and act as a sufficient deterrent to both the Respondent and others who may commit similar infringements.

[130] CMA200, paragraphs 7.43 to 7.45.
[131] CMA200, paragraph 7.44.
[132] Schedule 20 to the DMCC Act. See also paragraph 1347, explanatory notes to the DMCC Act.
[133] See footnote 75.

4.66 In reaching this conclusion the CMA has had regard to all the relevant circumstances,[134] including that:

(a) the Respondent is a multi-line business selling through several websites, and the relevant infringements occurred only on the Website;

(b) during the Relevant Period:

(i) the CMA estimates that the revenue generated from products subject to the Default Additional Charges accounts for [✂]% of the Respondent's overall UK turnover for the financial year ending 31 March 2025;[135]

(ii) the CMA understands that the revenue generated from the Default Additional Charges accounts for 0.12% of the Respondent's overall UK turnover for the financial year ending 31 March 2025;[136] and

(iii) whilst not all revenue from Time Limited Offers can be said to be from false time limited offers, the CMA estimates that the revenue generated from products subject to Time Limited Offers accounts for [✂]% of the Respondent's overall UK turnover for the financial year ending 31 March 2025;[137]

(c) during the Relevant Period, the Respondent engaged in two distinct commercial practices constituting the separate relevant infringements;[138]

(d) the infringements which are the subject of this FIN lasted for less than a year (approximately 226 days, from the entry into force of Parts 3 and 4

[134] CMA200, paragraph 7.46.
[135] This figure of [✂]% was calculated by the CMA using information provided by the Respondent in Table 3 of IN2 Appliances Direct Financial Information v3.xlsx (**BCK-000000512**) on 2 June 2026. It was calculated by dividing the revenue from products subject to Default Additional Charges (including revenue from Default Additional Charges) during the Relevant Period (£[✂]) by the Respondent's total UK turnover for the year ending 31 March 2025 (£311,800,000), as set out in Table 1 of IN2 Appliances Direct Financial Information v3.xlsx (**BCK-000000512**) and Buy It Direct Ltd FY25 Signed Accounts.pdf (**BCK-000000070**).
[136] This figure of 0.12% was provided by the Respondent to the CMA in its representations submitted on 24 September 2026.
[137] This figure of [✂]% was calculated by the CMA using information provided by the Respondent in IN3 Appliances Direct Financial Information v1.0 (**BCK-000000077**), which relates to redeemed discount codes. It was calculated by dividing the revenue from products subject to Time Limited Offers during the Relevant Period (£[✂]) by its overall UK turnover for the financial year ending 31 March 2025 (£311,800,000).
[138] Whilst on the facts of this case the CMA considers it is appropriate, at this stage of the penalty assessment, to take into account that there are two distinct relevant infringements, this does not preclude the CMA from taking a different approach in other cases. Each case will be considered on the basis of its own facts and all the relevant circumstances.

of the DMCC Act on 6 April 2025 to 17 November 2025).[139] The Respondent ceased the infringements as soon as it was informed by the CMA that it was being investigated;

(e) the total value of the Remove & Recycle Your Old Appliance and Installation on Delivery Default Additional Charges levied on consumers without obtaining express consent during the Relevant Period was £432,578.46, with the Respondent generating a revenue of £346,062.77 (excluding VAT)[140] for these Default Additional Charges;

(f) the Step 3 penalty of £87,110,240 for both relevant infringements represents approximately (i) 26.83% of the Respondent's worldwide turnover; and (ii) [✂]% of the total UK Website turnover,[141] and is significantly greater than any likely gains from the relevant infringements;

(g) the CMA has had regard to the fact that the Respondent incurred significant losses (around £10 million) in the financial year ending 2023, but showed improved profitability in the financial year ending 2025, with turnover of approximately £324.7 million and profit after tax of approximately £2 million, compared with a profit after tax of approximately £142,000 in the financial year ending 2024. The CMA notes that the Respondent paid £1,765,000 in dividends in 2025, which was broadly equivalent to its profit after tax for the financial year ending 2025;[142]

[139] See footnote 6 above, which explains how the CMA calculated the Relevant Period.

[140] The revenue figure (excluding VAT) has been calculated by the CMA using the service sales data, prior to cancellations and refunds, provided by the Respondent in its email to the CMA dated 8 June 2026 (**BCK-000000657**), and Table 3 of IN2 Appliances Direct Financial Information v3.xlsx, provided on 2 June 2026 (**BCK-000000512**).

[141] Based on the turnover information provided by the Respondent in Table 1 of IN2 Appliances Direct Financial Information v3.xlsx (**BCK-000000512**) for the year ended on 31 March 2025 and the audited financial statements provided. The individual Step 3 penalty of £55,999,440 for the DAC Infringement (which forms part of the combined £87,110,240 penalty carried to Step 4) represents approximately i) 17.25% of the Respondent's worldwide turnover; and ii) [✂]% of the total UK Website turnover and is also significantly greater than any likely gains from the DAC Infringement. Equally, the individual Step 3 penalty of £31,110,800 for the TLO Infringement (which forms part of the combined £87,110,240 penalty carried to Step 4) represents approximately i) 9.58% of the Respondent's worldwide turnover; and ii) [✂]% of the total UK Website turnover, and is also significantly greater than any likely gains from the TLO Infringement.

[142] Following the Respondent's representations on the PIN received on 24 September 2026, the CMA understands that there is no correlation between the level of dividends paid in the financial year 2025 and profits after tax in the financial year 2025.

(h) the Step 3 penalty represents 345.69% of the Respondent's net assets, which are £25,199,000 (3 year average £26,016,333) as at the financial year ended 2025;[143]

(i) the Step 3 penalty represents 4,286.92% of the Respondent's profits after tax; 4,935.42% of the Respondent's dividends paid as at the financial year ended 2025;[144]

(j) the CMA requires the amount paid in Default Additional Charges to be refunded to consumers as redress; and

(k) the final penalty must be large enough to have a deterrent effect.

4.67 As recognised in the CMA's 'Approach to consumer protection' document, published 7 April 2025, penalties are likely to be lower in the initial period of the regime, given the CMA can only impose a monetary penalty where infringing conduct takes place after the commencement date, and therefore the duration of the conduct is likely to be shorter.[145] Accordingly, the same proportionality considerations may not all apply in future cases where the CMA takes enforcement action in respect of infringements of section 148 of the DMCC Act.

4.68 Assessing all of the above factors in the round, the CMA considers that a penalty of £2,000,000 is appropriate. This amounts to a downward adjustment of around 97.7% to the combined Step 3 penalty.

4.69 Following the proportionality assessment, the CMA will also adjust the penalty, if necessary, to ensure that it does not exceed the maximum penalty allowed by statute. The final amount of a penalty for a relevant infringement calculated according to the method set out above may not exceed £300,000 or, if higher, 10% of the worldwide turnover of the party.[146]

4.70 No further adjustment has been made at this step as the penalty does not exceed the statutory cap.

---

[143] For the year ended 31 March 2025; and the 3 year average is based on the audited financial statements for the years ended on 31 March 2023, 2024 and 2025 respectively. See Buy It Direct Ltd FY23 Signed Accounts.pdf (**BCK-000000068**), Buy It Direct Ltd FY24 Signed Accounts.pdf (**BCK-000000069**) and Buy It Direct Ltd FY25 Signed Accounts.pdf (**BCK-000000070**).

[144] For the year ended 31 March 2025; and the 3 year average is based on the audited financial statements for the years ended on 31 March 2023, 2024 and 2025 respectively. See Buy It Direct Ltd FY23 Signed Accounts.pdf (**BCK-000000068**), Buy It Direct Ltd FY24 Signed Accounts.pdf (**BCK-000000069**) and Buy It Direct Ltd FY25 Signed Accounts.pdf (**BCK-000000070**).

[145] The CMA's approach to consumer protection, paragraphs 3.12 to 3.14.

[146] CMA200, paragraphs 7.47 to 7.48.

Calculation at the end of Step 4 for the relevant infringements

4.71 The penalty for the relevant infringements at the end of Step 4 is therefore:

- £2,000,000

Step 5: Application of settlement discount

4.72 The penalty that the CMA imposes will be set at the conclusion of Step 4. However, the CMA may apply a discount to the amount of the penalty of up to 40% where the party has settled with the CMA, which will include, amongst other things, the admission and cessation of the infringements, as well as agreeing to adhere to the conditions of settlement. This means that if the party does not adhere to specified conditions of settlement, the party will be required to pay the full penalty without the discount.[147]

4.73 The level of the discount the CMA will apply will depend upon the point at which the party engages with the CMA and settlement is agreed, as well as the other factors set out in the Chapter 4 of CMA200 (Undertakings and settlement).[148]

4.74 As set out in paragraph 1.3 above the Respondent has admitted that it has engaged in conduct each of which constitutes a relevant infringement for the purposes of section 148 of the DMCC Act in the terms set out in the PIN given to the Respondent on 10 September 2026,[149] and has agreed to comply with the Conditions of Settlement.[150]

4.75 As set out at paragraph 4.5 above, in light of these clear and unequivocal admissions, the Respondent's agreement to an expedited process for concluding the investigation and to comply with the Conditions of Settlement, the CMA has applied a discount to the Respondent's penalty of 40%. The Settlement Discount is dependent on the Respondent's continued compliance with the Conditions of Settlement and will be withdrawn in the event of non-compliance in line with the CMA's settlement policy.[151]

[147] CMA200, paragraph 7.49.
[148] CMA200, paragraph 7.50.
[149] Subject to limited amendments agreed between the CMA and the Respondent, which are now reflected in this FIN.
[150] As specified in the *Letter of Acceptance of conditions that apply to settlement and offer to settle* provided by the Respondent to the CMA on 9 October 2026.
[151] CMA200, paragraphs 4.73 and 7.49.

Calculation at the end of Step 5 for the relevant infringements

4.76 The penalty for the relevant infringements is therefore £2,000,000, and with the application of the Settlement Discount on the terms outlined above the amount of the penalty the Respondent must therefore pay is:

- £1,200,000

Conclusion on the imposition of a penalty

4.77 The CMA is satisfied that the Respondent has engaged in the relevant infringements and considers that the imposition of a fixed penalty of **£2,000,000** is appropriate on the basis of the steps set out above. The penalty payable after the application of the Settlement Discount is a fixed sum amounting to **£1,200,000**.

4.78 This penalty must be paid to the CMA by 11 December 2026.[152] Payment of this penalty should be made to:[153]

[✂]

4.79 The Respondent may pay the penalty (or portions of it) earlier than the date or dates by which it is required to be paid.[154]

Circumstances where the settlement discount may be withdrawn

4.80 The CMA may withdraw the application of the Settlement Discount, if:

(a) the Respondent has not paid the penalty specified at paragraph 4.77 on 11 December 2026; or

(b) the CMA considers that the Respondent or any member of the Respondent's group of interconnected bodies corporate[155] who has been given the FIN has not complied with one or more of the obligations in the Conditions of Settlement.[156]

[152] As set out in section 203(1)(e) and section 203(2)(b) of the DMCC Act, the date by which the penalty is required to be paid is, no earlier than the end of the applicable period, being 60 days, beginning with the date on which the order was served on or the notice was given to the Respondent.
[153] Section 203(1)(d) of the DMCC Act.
[154] Section 203(1)(f) of the DMCC Act.
[155] As defined in section 200 of the DMCC Act.
[156] As specified in the *Letter of Acceptance of conditions that apply to settlement and offer to settle* provided by the Respondent to the CMA on 9 October 2026.

4.81 If the CMA withdraws the Settlement Discount, the Respondent (any member of the Respondent's group of interconnected bodies corporate) will become liable to pay the total penalty of £2,000,000 (less any amount already paid) and any reference in this FIN to a requirement to pay the penalty specified at paragraph 4.77 shall become a requirement to pay the total penalty of £2,000,000.

5. INTERCONNECTED BODIES CORPORATE

5.1 Section 200 of the DMCC Act permits a FIN to include provision for the requirements (or any particular requirements) imposed by the FIN on a respondent also to be binding upon all other members of the respondent's group of interconnected bodies corporate (in addition to the respondent), as if each of them were the respondent.

5.2 Pursuant to section 200 of the DMCC Act, the CMA considers that the following requirements imposed on the Respondent by this FIN should also be binding upon all members of the Respondent's group of interconnected bodies corporate (in addition to the Respondent), as if each of them were the Respondent:

(a) The directions in paragraphs 3.2 to 3.7 not to repeat the infringing practices.

(b) The directions set out in paragraphs 3.8 to 3.10 and Annex B to take ECMs, in particular the payment of redress.

(c) The requirement to pay the penalty specified at paragraph 4.77.

5.3 The Respondent and each member of the Respondent's group of interconnected bodies corporate shall be jointly and severally liable for the Respondent's failure to comply with the directions to take the redress ECM as set out in paragraph 3.10(b) above and Annex B (paragraphs 7 to 12), and the requirement to pay the penalty specified at paragraph 4.77.

5.4 The CMA considers that it is just, reasonable and proportionate to include this provision having regard to the importance of effective enforcement of the requirements and the fact that the other members of the Respondent's group of interconnected bodies corporate would only become liable if:

(a) in the case of the requirements set out in paragraph 3.10(b) and Annex B, paragraphs 7 to 12 (directions to take the redress ECM), and the requirement to pay the penalty specified at paragraph 4.77, the Respondent were to fail to comply with the requirements; or

(b) in the case of the directions in paragraphs 3.2 to 3.7 not to repeat the practices, and the requirement set out in paragraph 3.10(a) and Annex

B paragraph 6 (directions to take ECM), the interconnected body corporate fails to comply with those directions.[157]

5.5 A member of the Respondent's group of interconnected bodies corporate will only be bound by the requirements set out in paragraph 5.2 once it has been given a copy of the FIN in accordance with section 200 of the DMCC Act and Rule 9 of the CMA Consumer Enforcement Rules.

5.6 For the purposes of this section a member of the Respondent's group of interconnected bodies corporate means any body corporate who at any time while the requirements are in force is, or becomes, a member of a group consisting of two or more bodies corporate, including the Respondent, all of whom are interconnected with each other (as defined in section 200 of the DMCC Act).

[157] For the avoidance of doubt, these directions only apply to practices which meet the UK connection condition in section 149 of the DMCC Act.

6. RIGHTS OF A PERSON TO WHOM THIS NOTICE IS GIVEN

Right to request a different payment date(s)

6.1 The Respondent may, within 14 days of the date on which this FIN is given to the Respondent, apply to the CMA to specify a different date or dates by which the penalty, or different portions of it, are required to be paid.[158] Where such an application has been made (a **Time to Pay Request**),[159] the penalty is not required to be paid until the application has been determined, withdrawn or otherwise disposed of.

6.2 Where a monetary penalty imposed under section 182 of the DMCC Act has not been paid by the date on which it is required to be paid, the CMA may (subject to the Respondent's right of appeal) recover from the person on whom the penalty was imposed any of the penalty and any interest which has not been paid.[160] Any such penalty and interest may be recovered summarily (or, in Scotland, recovered) as a civil debt by the CMA and the unpaid balance from time to time will carry interest at the statutory rate.

Right of Appeal

6.3 Pursuant to section 202 of the DMCC Act a person to whom a FIN is given may appeal to the appropriate appeal court against a decision to impose a monetary penalty by virtue of the notice, the nature or amount of any such penalty and the giving of directions by virtue of the notice.[161] Further details about this right can be found in **Annex C**.[162]

6.4 As set out at paragraph 1.3 the Respondent has agreed as part of the Conditions of Settlement not to exercise its right to appeal or otherwise challenge any matter set out in the FIN (for the avoidance of doubt the Respondent may still make a Time to Pay Request as set out in paragraph 6.1). If the Respondent or any member of the Respondent's group of interconnected bodies corporate appeals or otherwise challenges any matter set out in the FIN the CMA will withdraw the Settlement Discount, and may

[158] Section 203(4) of the DMCC Act.
[159] CMA 200, paragraphs 6.25 to 6.26.
[160] Section 206 of the DMCC Act.
[161] Section 203(1)(h) of the DMCC Act.
[162] It is a statutory requirement, under section 182(7)(d) of the DMCC Act, that a FIN states that the respondent has a right to appeal against the notice and the main details of that right.

apply to the court to strike out, seek summary judgment on or otherwise have any appeal notice disposed of on a preliminary basis.

12 October 2026

SIGNED

[✂]

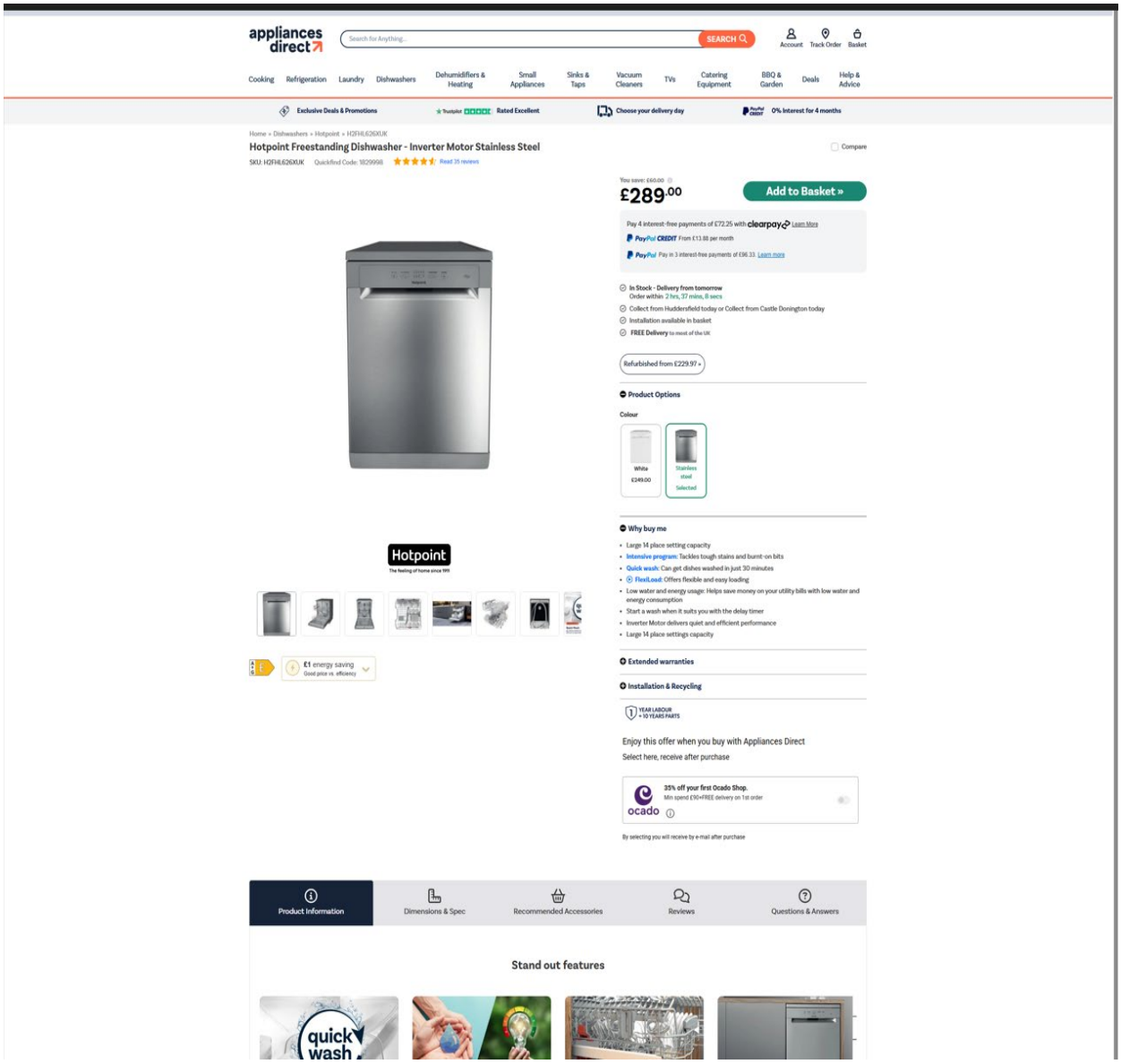
Hayley Fletcher

Senior Director, Consumer Protection and Senior Responsible Officer for Case 51628, for and on behalf of the Competition and Markets Authority

ANNEX A: WEBSITE SCREENSHOTS

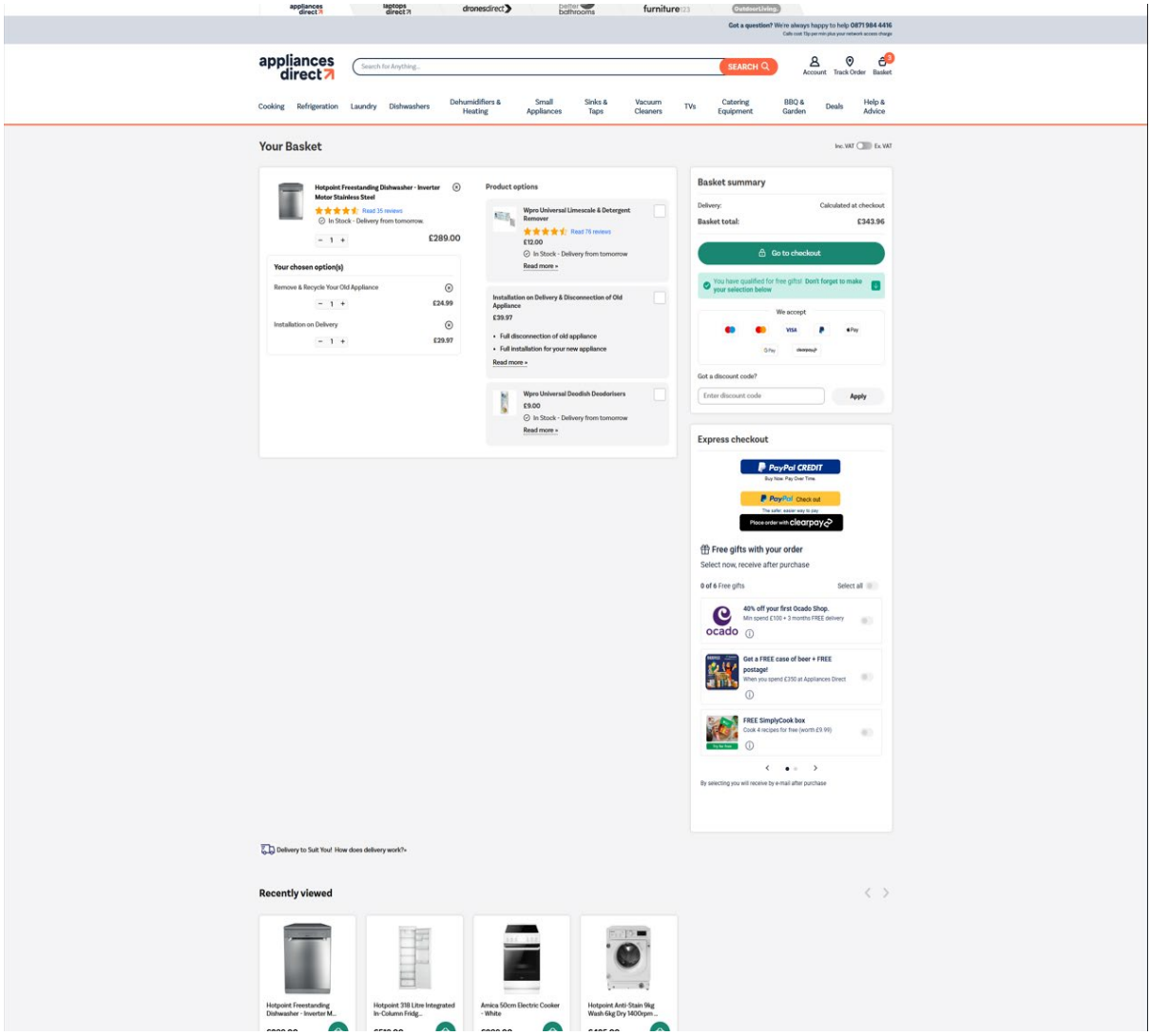
Consumer Journey for Hotpoint Freestanding Dishwasher

Figure 1: Product page for Hotpoint Dishwasher[163]



[163] Screenshot of product page of Hotpoint Freestanding Dishwasher – Inverter Motor Stainless Steel (**BCK-000000086**), taken on 24 September 2025, cropped for this document.

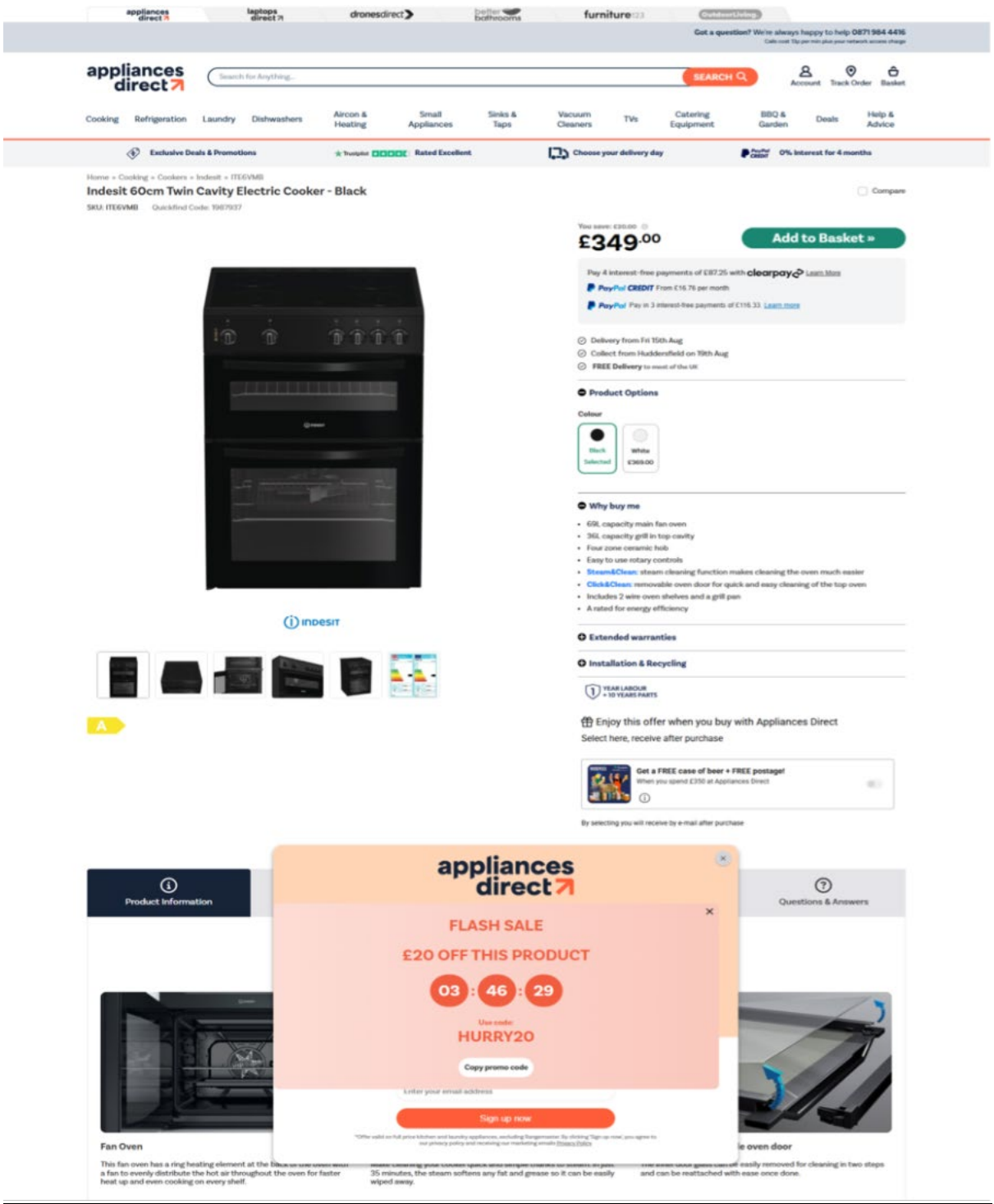
Figure 2: 'Your basket' page[164]



[164] Screenshot of 'Your Basket' page of Hotpoint Freestanding Dishwasher – Inverter Motor Stainless Steel (**BCK-000000087**), taken on 24 September 2025.

EXAMPLE OF TIME LIMITED OFFER

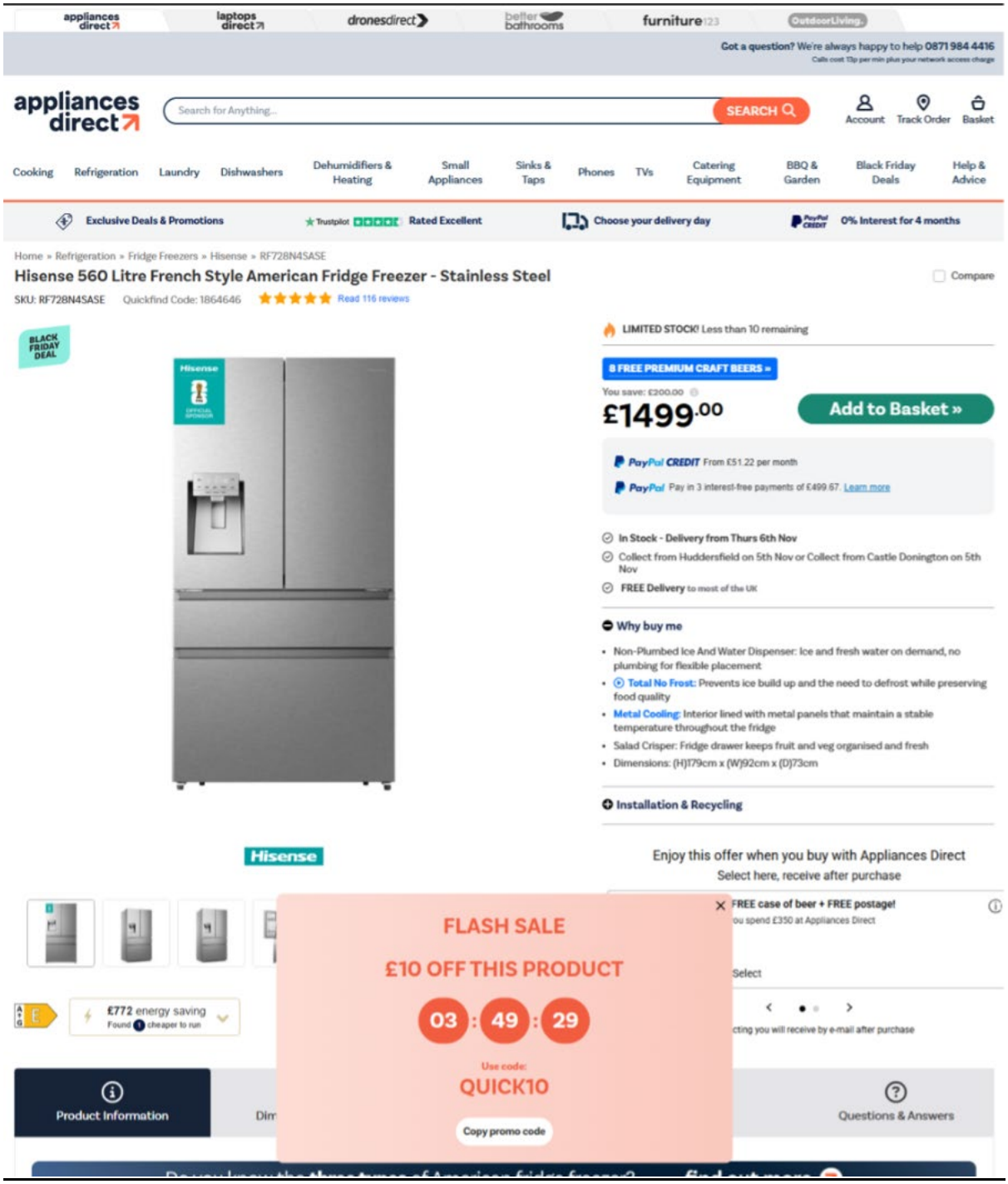
Figure 3: Indesit Electric Cooker – 'HURRY20' promotional code[165]



EXAMPLE OF TIME LIMITED OFFER

[165] Screenshot of Indesit 60cm Twin Cavity Electric Cooker – Black, displaying a HURRY20 pop-up banner with a countdown timer (**BCK-000000088**), taken on 5 August 2025.

Figure 4: Hisense 560 Litre French Style American Fridge Freezer – 'QUICK10' promotional code[166]



[166] Screenshot of Hisense 560 Litre French Style American Fridge Freezer, showing a QUICK10 pop-up banner with a countdown timer (**BCK-000000511**), taken on 4 November 2025.

ANNEX B: ENHANCED CONSUMER MEASURES

Interpretation and defined terms

1. When a date or time period is specified, the obligation must be met by 17:00 hours in the time zone of the UK on the relevant day.

2. When a date is specified in this Annex B as being measured by reference to the FIN, the date of the FIN shall be counted as the first day of such a reference period.

3. If any date calculated in accordance with this Annex B should fall on a Saturday, Sunday or Bank Holiday in England, the relevant date shall instead be deemed to fall on the next Working Day immediately thereafter.

4. Defined terms for the purpose of Annex B are set out below:

   (a) 'Affected Consumer' means any Consumer who concluded a contract with the Respondent for an Affected Purchase and who has not already been refunded the amount of the charge for any additional, paid service associated with that Affected Purchase either at the date of the Automated Refund or the date of the Cheque Refund (as applicable).

   (b) 'Affected Purchase' means a purchase of a product from the Website during the Relevant Period which incurred a charge for an additional, paid service which was automatically added to the Consumer's online shopping basket without the Consumer taking any action to select it.

   (c) 'Automated Refund' means an instruction to the relevant payment service provider to refund back to the Affected Consumer the total sum that the Affected Consumer has paid for any additional, paid services associated with an Affected Purchase.

   (d) 'Cash' means any bankable method of payment.

   (e) 'Cheque Refund' means a cheque for a sum equal to the total sum that the Affected Consumer has paid the Respondent in respect of any additional, paid services associated with an Affected Purchase, excluding any sums:

      (i) subject to a successful Automated Refund; and

      (ii) for which a separate Cheque Refund has been made, in each case in respect of the Affected Consumer.

(f) ‘Consumer’ means an individual acting for purposes that are wholly or mainly outside the individual’s business.

(g) ‘DAC Infringement’ means the infringement set out in paragraph 1.4(a) of the FIN.

(h) ‘Directions’ means the directions set out in paragraphs 5 to 12 below, imposed under section 182(4) of the DMCC Act.

(i) ‘DMCC Act’ means the Digital Markets, Competition and Consumers Act 2024.

(j) ‘FIN’ means this final infringement notice given to the Respondent under section 182 of the DMCC Act.

(k) ‘Final Date’ means the date one year from the date of the FIN.

(l) ‘PIN’ means the provisional infringement notice given to the Respondent under section 181 of the DMCC Act.

(m) ‘Refund’ means a repayment in Cash of the total sum that the Affected Consumer has paid the Respondent in respect of any additional, paid services associated with the Affected Purchase.

(n) ‘Relevant Period’ means 6 April 2025 to 17 November 2025 inclusive.

(o) ‘Respondent’ means Buy It Direct Ltd, trading as ‘Appliances Direct’[167]

(p) ‘Website’ means the https://www.appliancesdirect.co.uk website (in any form including, but not limited to, ‘desktop’, ‘mobile’ and ‘app’ based formats).

(q) ‘Working Day’ means a day other than a Saturday, Sunday or public holiday in England.

GENERAL

5. Within 10 Working Days of the date of the FIN, the Respondent shall give to the CMA the name and contact details of the Respondent’s employee whom the CMA should contact in relation to any requests regarding the compliance with the redress measures below. The Respondent shall ensure that there is always a staff member with responsibility for this role and will keep the CMA updated with current contact details.

[167] Registered company number 04171412.

COMPLIANCE MEASURES

6. The Respondent shall conduct, on a quarterly basis, a review of the Respondent's business practices (including terms and conditions) to ensure they are compliant with consumer law, which will be documented and placed on board meeting agendas as a standing item, and if requested, the Respondent shall provide the CMA with a report of these quarterly reviews.

REDRESS MEASURES

Refunds to Affected Consumers

7. In relation to the DAC Infringement only the Respondent shall:

   (a) Within 90 days of the date of the FIN, send each Affected Consumer an email or letter,[168] as appropriate, communicating:

      (i) the reason for the Refund on terms the same as those set out in the Exhibit to this Annex B, other than text in square brackets or braces, which may be amended as appropriate for each Affected Consumer;

      (ii) the process by which the Refund will be attempted; and

      (iii) that Affected Consumers who have not received a refund automatically can contact the Respondent to provide valid payment information.

   (b) Process an Automated Refund for all Affected Consumers for whom the Respondent holds valid payment information within 120 days of the date of the FIN.

   (c) Within 150 days of the date of the FIN, send a Cheque Refund made payable to each Affected Consumer for whom the Respondent:

      (i) has been notified that the Automated Refund made pursuant to paragraph 7(b) has failed; or

      (ii) does not hold active payment details.

[168] If sent via email, the correspondence should be sent from a current customer service email address or another email address belonging to the Respondent which accepts replies into its inbox. If the Respondent uses a new email address to send out the correspondence, the email address should be visible on the Website so that Affected Consumers can confirm its authenticity.

(d) On request in writing by the CMA:

(i) display such clear and prominent notification as required by the CMA, regarding the availability of Refunds for Affected Consumers, on the homepage of the Website within seven days of the date of the request; and

(ii) send such clear and prominent notification as required by the CMA, regarding the availability of Refunds for Affected Consumers, via email to all consumers signed up to receive marketing communications from the Respondent within seven days of the date of the request.

(e) Consider each customer contact received in response to the notification in paragraph 7(a)(iii) and 7(d) above, and within seven Working Days assess whether the customer is an Affected Consumer who has not been refunded under paragraph 7(b) and (c) above. If the Respondent has assessed the customer contact as being from an Affected Consumer who has not been refunded under paragraph 7(b) and (c) above, it will:

(i) contact the Affected Consumer to inform the Affected Consumer that the Respondent will provide a Refund and ask for payment details; and

(ii) issue a Refund within 14 calendar days of receipt of the Affected Consumer's response.

(f) Make a donation to an appropriate charity to be specified by the CMA of a sum equal to the undeposited amount of all Cheque Refunds as at the Final Date.

Reporting to the CMA

8. The Respondent shall provide a written update to the CMA within 120 days of the date of the FIN setting out the total number of Affected Consumers who have not yet had an Automated Refund.

9. The Respondent shall provide a written report to the CMA within five months of the date of the FIN. This report shall include the following information:

(a) the total number of Affected Consumers for whom an Automated Refund has been attempted in accordance with the time limit set out in paragraph 7(b) and the total value of those Refunds;

(b) the total number of Affected Consumers for whom an Automated Refund has been attempted in accordance with the time limit set out in paragraph 7(b) but which has been unsuccessful;

(c) the total number of Affected Consumers for whom Cheque Refunds have been sent in accordance with the time limit set out in paragraph 7(c) and the total value of those Cheque Refunds;

(d) the total number of Affected Consumers who:

(i) have not yet had an Automated Refund; or

(ii) in respect of whom, a Cheque Refund has not been sent;

(e) the total value of all undeposited Cheque Refunds; and

(f) an explanation:

(i) as to the reasoning of paragraph 9(d); and

(ii) the steps that the Respondent has taken to make the relevant outstanding Refunds; and

(iii) confirmation (where applicable) of when these Refunds will be made.

10. The Respondent shall provide a further written report to the CMA every subsequent month, from six months of the date of the FIN until the Final Date, updating the CMA with the information referred to in paragraph 9(a) to (f).

11. The Respondent shall provide a written report to the CMA within 10 Working Days of the Final Date:

(a) updating the CMA with the information referred to in paragraph 9(a) to (f); and

(b) confirming the value of the payment to charity specified by the CMA in paragraph 7(f), (if any).

12. Until the CMA is reasonably satisfied that all measures to ensure that Refunds to Affected Consumers have been duly made, the Respondent shall provide to the CMA any other information or documents in its possession or available to it which the CMA considers are necessary in order to determine compliance or otherwise with the Directions within a reasonable time.

Exhibit to Annex B

[✂]

ANNEX C: RIGHT OF APPEAL

1. As part of the Conditions of Settlement the Respondent has agreed not to bring an appeal or otherwise challenge any matter set out in the FIN. Details about the right of appeal set out in the DMCC Act are set out below for completeness.

2. Pursuant to section 202 of the DMCC Act a person to whom a FIN is given may appeal to the appropriate appeal court against a decision to impose a monetary penalty by virtue of the notice, the nature or amount of any such penalty and the giving of directions by virtue of the notice. These appeals must be made to the High Court in England and Wales or Northern Ireland or to the Outer House of the Court of Session in Scotland.[169]

3. The grounds for an appeal against the decision to impose a monetary penalty or the nature or amount of any such monetary penalty are that:

    (a) the decision to impose a monetary penalty was based on an error of fact,

    (b) the decision was wrong in law,

    (c) the amount of the penalty is unreasonable, or

    (d) the decision was unreasonable or wrong for any other reason.[170]

4. The grounds for an appeal against the giving of directions are that:

    (a) the decision to give the directions was based on an error of fact,

    (b) the decision was wrong in law,

    (c) the nature of the directions is unreasonable, or

    (d) the decision was unreasonable or wrong for any other reason.[171]

5. An appeal against a FIN under section 202 of the DMCC Act must be brought before the end of the period of 60 days beginning with the day on which a FIN was given to the person seeking to bring the appeal.[172] The appropriate court may extend the period of time for bringing an appeal.

[169] Section 202(9) of the DMCC Act.
[170] Section 202(2) of the DMCC Act.
[171] Section 202(3) of the DMCC Act.
[172] Section 202(6) and section 202(9)(a) of the DMCC Act.

6. Where an appeal is brought under section 202 of the DMCC Act, a person to whom a FIN is given is not required to pay the penalty or compensation under directions imposing enhanced consumer measures until the appeal is determined or withdrawn, unless the court orders otherwise.[173]

[173] Section 202(8) of the DMCC Act.