businesscompanion
trading standards law explained

Protection from unfair trading (consumers' rights of redress)

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In this guide, the words 'must' or 'must not' are used where there is a legal requirement to do (or not do) something. The word 'should' is used where there is established legal guidance or best practice that is likely to help you avoid breaking the law.

This guidance is for England, Scotland and Wales

The Consumer Protection from Unfair Trading Regulations 2008 (known as the CPRs) controlled unfair practices used by traders when dealing with consumers, and created criminal offences for traders that breached them, until 5 April 2025. As of 6 April 2025, the criminal law controls are to be found in Part 4, Chapter 1 of the Digital Markets, Competition and Consumers Act 2024 (DMCCA). For more information on the new Act, see 'Protection from unfair trading (criminal law)'.

The rights of redress for consumers who have been affected by unfair commercial practices have not yet transferred to the DMCCA and are still to be found in the Consumer Protection from Unfair Trading Regulations 2008 (CPRs).

This guide, therefore, covers the provisions of the CPRs that provide rights of redress for consumers in respect of misleading and aggressive commercial practices, and sets out the remedies available to them.

Consumers' rights of redress

The CPRs continue (for the time being) to provide consumers with rights of redress enforceable through the civil courts. For a consumer to have these rights of redress, certain conditions must be met.

The first condition is that the consumer does one of the following:

- enters into a contract to buy a product (goods, services, digital content, etc) from a trader (a business-to-consumer contract)
- enters into a contract to sell goods to a trader (a consumer-to-business contract)
- makes a payment to a trader for supply of a product (consumer-payment contract)

The second condition is that the trader has engaged in a prohibited practice. A prohibited practice means a misleading action or an aggressive practice (see below).

Furthermore, the trader will be liable for misleading actions or aggressive practices carried out by the producers of goods or digital content that they supply if the trader could reasonably have known of the prohibited practice. An example of this would be where a manufacturer's television advertisements for a product are misleading.

The final condition is that the prohibited practice was a significant factor in the consumer's decision to enter into the contract.

Misleading actions

Regulation 27B of the CPRs refers to the DMCCA for the definition of a 'misleading action'. Sections 225(4)(a) and 226 of the DMCCA prohibit giving false information to, or deceiving, consumers. A misleading action occurs when a practice misleads through the information it contains or its deceptive presentation (even if the information is factually correct) and it is likely to cause the average consumer to take a transactional decision that they would not have taken otherwise.

The term 'transactional decision', for the purposes of rights of redress, means the consumer deciding to enter into a contract with the trader for any of the following:

- the sale or supply of a product to the consumer
- the consumer deciding to sell goods to the trader (for example, trading in a car)
- the consumer making a payment to a trader for the supply of a product

There are four different types of misleading action:

- providing false or misleading information (including information that is true but is presented in a misleading way)
- where the overall presentation is deceptive (even if the information it contains is true)
- marketing that creates, or is likely to create, confusion with competitors' products
- failing to honour commitments made in a code of conduct that are not discretionary and are capable of verification

The information that may be considered as misleading can relate to the product, a trader and any other matters relevant to the transaction. This can include:

- the main characteristics of the product - for example, its composition, availability, benefits, fitness for purpose or where it was made

- the price or the manner in which it is calculated
- the need for a service, part, replacement or repair
- the nature, attributes and rights of the trader, such as their qualifications

Aggressive practices

Regulation 27B of the CPRs refers to the DMCCA for the definition of 'aggressive practices'. Sections 225(4)(a) and 228 of the DMCCA prohibit aggressive commercial practices that intimidate, exploit or place unreasonable burdens on consumers.

A commercial practice is aggressive if it uses any of the following and, thereby, is likely to cause a consumer to take a transactional decision that they would not have taken otherwise:

- harassment
- coercion
- undue influence

To decide whether a practice uses harassment, coercion or undue influence, the following must be taken into account:

- the nature of the practice
- the timing and location of the practice
- whether there is any use of threatening or abusive language or behaviour
- whether there is exploitation of any vulnerability of the consumer (including due to age, physical or mental health, credulity or their circumstances)
- any threat to take action that cannot legally be taken
- any onerous or disproportionate action required when a consumer wishes to exercise rights that they have in relation to the product - for example, rights to terminate the contract or switch to another product or trader

Note: 'coercion' includes the use or threat of physical force, and 'undue influence' means exploiting a position of power in relation to the consumer so as to apply pressure in a way that significantly limits the consumer's ability to make an informed decision.

The remedies available to consumers

There are three main remedies available to a consumer: the right to unwind, the right to a discount, and the right to damages.

Right to unwind

The right to unwind allows the consumer to undo the contract and be put back into the position they were in before it was made. There are restrictions to this:

- the consumer must reject the goods within 90 days. In general, this 90-day period begins either when the goods are delivered or the service begins
- the right to unwind only applies where it is still possible to undo the transaction. If the goods or digital content have been fully consumed or the service fully completed, then this would not be possible. However, if it is still possible to return some element of the goods or reject an element of

the service, then this would be enough. Consumers are entitled to a full refund, even though they may have received some benefit from it
- consumers cannot unwind a contract if they have already claimed a discount with respect to that contract and the same prohibited practice (see below regarding discounts)

The consumer's right to a full refund is reduced in the case of continuous-supply products (such as utility contracts).

Right to a discount

This right applies where the right to unwind has been lost. This may be because of a delay in complaining or because the goods have been fully consumed. For goods and services costing less than £5,000 there is a fixed-percentage discount, ranging from 25% for more-than-minor issues to 100% for very serious cases.

Above £5,000, if the misleading or aggressive practice led the consumer to pay more than the market price for the product, then the price is reduced to the market price. Otherwise, the fixed-percentage discounts will still apply.

In cases where the right to unwind still exists, but the consumer does not wish to end the contract, the consumer may claim a discount instead.

Damages

Consumers can claim damages if they have suffered reasonably foreseeable losses that exceed the price paid for goods, digital content and services. These damages can cover alarm, distress, physical inconvenience or discomfort as well as economic losses suffered as a result of the prohibited practice. Damages may be claimed in addition to unwinding the contract or claiming a discount. Damages are not payable if the trader can establish that the prohibited practice occurred due to a mistake, reliance on information supplied to the trader by another person, the act or default of another person, an accident or some other cause beyond the trader's control, and the trader had taken all reasonable precautions and exercised all due diligence to avoid the prohibited practice occurring.

Further information

The Competition and Markets Authority (CMA) has published *Unfair Commercial Practices: Guidance on the Protection from Unfair Trading Provisions in the Digital Markets, Competition and Consumers Act 2024*. The CMA has also published a short guide on unfair commercial practices.

Guidance on the CPRs is available on the GOV.UK website.

Also, the Department for Business, Energy and Industrial Strategy (a predecessor of the Department for Business and Trade) produced specific guidance on consumers' rights of redress under the CPRs: *Misleading and Aggressive Commercial Practices: New Private Rights for Consumers*.

Trading Standards

For more information on the work of Trading Standards services - and the possible consequences of not abiding by the law - please see 'Trading Standards: powers, enforcement and penalties'.

In this update

This guide has split into two parts following the coming-into-force of parts of Part 4, Chapter 1 of the Digital Markets, Competition and Consumers Act 2024 (DMCCA). DMCCA information can be found in 'Protection from unfair trading (criminal law)'. Further updated to include amendments made to the CPRs so that they refer to the DMCCA.

Last reviewed / updated: April 2025

Key legislation

- Consumer Protection from Unfair Trading Regulations 2008
- Digital Markets, Competition and Consumers Act 2024

Please note

This information is intended for guidance; only the courts can give an authoritative interpretation of the law.

The guide's 'Key legislation' links go to the legislation.gov.uk website. The site usually updates the legislation to include any amendments made to it. However, this is not always the case. Information on all changes made to legislation can be found by following the above links and clicking on the 'More Resources' tab.

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