

Retailer consumer-law checklist

An annual compliance run-through for anyone selling to UK consumers, current to the April 2025 unfair trading reforms, with the source for every requirement.

For any business selling goods, services or digital content to consumers in the UK. Run it once a year, and again whenever you change your checkout, your terms or your pricing. Each section cites the provision it comes from so you can check the current wording before relying on it.

What changed on 6 April 2025

The unfair commercial practices provisions of the Digital Markets, Competition and Consumers Act 2024 replaced the Consumer Protection from Unfair Trading Regulations 2008. The familiar tests survive — misleading actions, misleading omissions, aggressive practices, and a list of practices banned outright in Schedule 20. Two things are new: express prohibitions on drip pricing and fake reviews, and direct enforcement. The CMA can now decide a business has broken consumer law and impose penalties itself, up to 10% of global turnover, without going to court first. [3][4]

1. The goods, services and content you sell

- ☐ Goods are of satisfactory quality, fit for any purpose made known, and as described — Consumer Rights Act 2015, ss 9 to 11. These cannot be excluded, whatever your terms say (s 31) [1].
- ☐ Services are performed with reasonable care and skill, within a reasonable time, at a reasonable price where none was agreed — ss 49 to 52 [1].
- ☐ Digital content is of satisfactory quality and as described, with compensation owed where faulty content damages a device — ss 42 to 46 [1].
- ☐ Anything said in advertising, on packaging or by staff before purchase is treated as a term of the contract.
- ☐ Descriptions, photographs and specifications match what actually ships, and listings are archived by date so you can prove what was described.
- ☐ Where you offer a guarantee, its terms are clear and it is presented as additional to statutory rights, never as a replacement.

2. Delivery

- ☐ Where no date is agreed, goods are delivered without undue delay and within 30 days — CRA 2015, s 28 [1].
- ☐ Risk stays with you until the goods come into the consumer's physical possession, or that of someone they identify — s 29 [1].
- ☐ Delivery costs and any geographic restrictions are stated before purchase.
- ☐ The customer is told what happens if delivery fails, and how to report non-delivery.

3. Returns, refunds and cancellation

- ☐ Faulty goods: 30-day right to reject for a full refund; then repair or replacement; then price reduction or final rejection — ss 20 to 24 [1].

- ☐ Distance sales: 14 days from delivery to cancel for any reason, 14 further days to return, refund within 14 days of return or proof of posting — 2013 Regulations, regs 29 to 34 [2].
- ☐ The cancellation right is explained clearly before purchase and a model cancellation form is available. Failing to give the information extends the window by up to twelve months [2].
- ☐ Refunds include standard delivery, at the cheapest option you offered.
- ☐ Refunds are made by the original payment method, without a fee.
- ☐ Nothing in your published policy claims to remove statutory rights. 'No refunds on sale items', restocking fees on distance cancellations, and 'must have original packaging' for faulty goods are all unenforceable — and misstating rights is itself an unfair practice.
- ☐ Staff know the difference between a faulty-goods claim and a change-of-mind cancellation. They are different rights with different rules.

4. Pricing and advertising

- ☐ Total price shown up front in any invitation to purchase, including any fees, taxes or charges the consumer will necessarily incur. Where part of the price cannot reasonably be calculated in advance, how it will be calculated is stated — DMCC Act 2024, s 230 [3][5].
- ☐ No drip pricing: mandatory charges are not revealed later in the journey.
- ☐ Reference and 'was' pricing is honest — the higher price was a genuine selling price.
- ☐ Reviews are genuine. Submitting, commissioning or publishing fake reviews, or hosting them without taking reasonable steps to remove them, is a banned practice — Sch 20 [3][6].
- ☐ Incentivised or paid reviews and endorsements are clearly disclosed.
- ☐ No false urgency: countdown timers that reset, 'only 2 left' where untrue, invented deadlines.
- ☐ Comparative and superlative claims — cheapest, best, award-winning — can be substantiated on request.
- ☐ Environmental claims are specific and evidenced, not vague greenwashing.

5. Information before the customer buys

- ☐ Legal identity, trading address, email and telephone number are published — 2013 Regulations, Sch 2 [2].
- ☐ Main characteristics of the goods or services described.
- ☐ Total price, delivery charges and payment arrangements stated.
- ☐ Duration of the contract, and conditions for ending it.
- ☐ The customer takes a deliberate step to accept terms — a tick box, not a footer link.
- ☐ The order button makes the payment obligation clear: 'Pay now', not 'Continue'.
- ☐ Order confirmation is sent on a durable medium within a reasonable time.
- ☐ Where you sell through a marketplace, you have checked which obligations remain yours.

6. Terms and conditions

- ☐ No unfair terms: a term causing a significant imbalance to the consumer's detriment, contrary to good faith, is not binding — CRA 2015, Part 2, with the indicative grey list at Sch 2 [1].
- ☐ Terms are in plain and intelligible language; ambiguity is read against you (s 69) [1].
- ☐ Key terms — cancellation, charges, liability, automatic renewal — are prominent.
- ☐ Liability for death or personal injury from negligence is not excluded anywhere (s 65) [1].
- ☐ Subscriptions: renewal dates, amounts and cancellation route are clear. Further statutory rules on subscription contracts under the 2024 Act commence separately from the unfair practices provisions — confirm the current commencement position before relaunching a subscription product [3].

7. Complaints, ADR and enforcement exposure

- ☐ A published complaints route, owned by a named person internally.
- ☐ Complaints acknowledged and answered within a stated period.
- ☐ If you belong to an ADR scheme, you say which and how to reach it.
- ☐ Card disputes are logged and answered within the acquirer's deadline.
- ☐ Someone in the business is responsible for consumer-law compliance and reviews it annually. Under the direct enforcement regime, the cost of getting this wrong is now a penalty rather than an argument in court [3][4].

8. Records and data

- ☐ Order records, delivery evidence and terms-acceptance logs kept for six years — the limitation period for a contract claim [7].
- ☐ Product listings archived by date.
- ☐ Complaint outcomes recorded, with patterns reviewed rather than filed.
- ☐ Privacy notice accurate; lawful basis for marketing recorded; PECR rules on electronic marketing followed [8].
- ☐ Retention periods documented, and personal data not kept indefinitely just because storage is cheap.

Where this comes from

Every statement above traces to one of these. Primary legislation is on legislation.gov.uk; regulator guidance on gov.uk. Check the current version before relying on any of it — consumer law has changed twice since 2024.

- 1 Consumer Rights Act 2015
Quality, fitness and description (ss 9 to 11); remedies (ss 19 to 24); delivery and risk (ss 28 to 29); digital content (ss 42 to 46); services (ss 49 to 56); exclusion prohibited (ss 31, 57, 65); unfair terms (Part 2, Sch 2, s 69).
legislation.gov.uk/ukpga/2015/15/contents
- 2 Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
Pre-contract information (Schs 1 and 2), cancellation and refund periods (regs 29 to 34), and extension where information was not given.
legislation.gov.uk/uksi/2013/3134/contents/made

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- 3 Digital Markets, Competition and Consumers Act 2024, Part 4 Chapter 1
Unfair commercial practices (ss 224 to 252), invitations to purchase and total price (s 230), banned practices (Sch 20).
Commenced 6 April 2025 by SI 2025/272.
legislation.gov.uk/ukpga/2024/13/part/4
 - 4 CMA — Unfair commercial practices (CMA207)
Guidance published 4 April 2025 replacing OFT1008, with a technical note and examples.
gov.uk/government/publications/unfair-commercial-practices-cma207
 - 5 CMA — Price transparency (CMA209)
How the total price and drip pricing rules apply, including delivery and booking fees.
gov.uk/cma
 - 6 CMA — Fake reviews (CMA208) and related review guidance
What businesses, agencies and review sites must do about reviews and endorsements.
gov.uk/cma
 - 7 Limitation Act 1980, s 5
Six years for a simple contract claim — the practical basis for record retention.
legislation.gov.uk/ukpga/1980/58/section/5
 - 8 ICO — direct marketing and PECR
Consent and soft opt-in rules for electronic marketing, alongside UK GDPR duties.
ico.org.uk/for-organisations/direct-marketing-and-privacy-and-electronic-communications/
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Important

This sheet is general information about the law of England and Wales, current at August 2026. It is not legal advice and no solicitor-client relationship arises from downloading it. Law and procedure change, and the right course depends on your facts. Take advice before acting on anything here.