To: Department for Business, Innovation, Science and Trade (DBIST) (via email)

18th September 2026

RE: RESPONSE TO THE DRAFT GUIDANCE ON CONSUMER SUBSCRIPTIONS CONTRACTS (CANCELLATION AND INFORMATION) REGULATIONS

Thank you for the opportunity to review the draft guidance on the forthcoming Consumer Subscriptions Contracts (Cancellation and Information) Regulations.

As the recognised trade body for the sector, the Online Dating and Discovery Association (ODDA) welcomes the publication of the draft guidance ahead of the new rules coming into effect in January 2027. We would also like to thank officials for inviting the ODDA to the roundtable event on 16th September which provided a valuable opportunity to learn more about the guidance.

While the ODDA and its members are fully committed to ensuring that consumers are better protected from unfair business practices, we feel the draft guidance has several gaps that need to be resolved before the final version is published. We have set these out below.

Provision of Pre-Contract Information:

While we welcome the clarity in the draft guidance about what traders are expected to include as 'key pre-contract information', we are concerned that the amount of information could be overwhelming for consumers accessing digital content or services through mobile devices.

The Digital Markets, Competition and Consumers Act (DMCCA) does not explicitly prohibit the use of hyperlinks to provide the key pre-contract information. In our view, we believe that secondary legislation and supporting guidance should allow traders to provide this information via a link where it is not possible or practicable to do so otherwise.

Use of Time to Calculate Refunds During Cooling Off Periods:

The use of time to calculate proportionate refunds during cooling-off periods clearly works well for certain types of subscription. Indeed, the example in the draft guidance of a gym membership illustrates this point perfectly. However, when it comes to the consumption of digital content or services, using time as a measure to calculate a proportionate refund is significantly more problematic.

To address this point, the draft guidance (Section 7.3) states that *"If businesses judge that it is too administratively burdensome to calculate and issue a proportionate refund, they can issue a full refund."*

We strongly disagree with this statement, which in our view, is likely to leave traders significantly out of pocket and encourage consumers to 'binge' on consumption before cancelling their contract to receive a full refund. While there is an option for consumers to 'waive' their right to a refund during this period by giving express consent, we do not think it is an appropriate solution.

Furthermore, this problem is exacerbated by rules set by the app stores in relation to payment processing. In our experience, app stores don't always support refunds on in-app purchases, yet providers are still expected to refund consumers within 14 days - even if the app store hasn't released the money. This could be particularly problematic for firms in our sector, not only leaving them out of pocket, but also potentially exposing them to enforcement action from the Competition and Markets Authority (CMA).

To help illustrate the points above, we have provided you with a sector-specific scenario that demonstrates the difficulties the current draft guidance poses to our members. To address this issue fully, we would be more than happy to work with you and other officials to develop sector specific guidance to support firms in our sector comply with the new rules.

Implementation Timeline:

Like many trade bodies and business associations, we were surprised to hear the announcement made by the Prime Minister last month to bring forward the go-live date by three months. With most firms already planning for the Spring, this new date is likely to create challenges for some traders at what is the busiest time of the year. Many firms will now have to re-prioritise staff and delay other projects to meet the new deadline while still awaiting the final version of the guidance.

As a result, we firmly believe that greater flexibility is required around the implementation date and ask that the Government instructs the CMA to allow a grace period for enforcement while traders adapt to the new timescales.

In summary, we remain fully committed to ensuring a subscription contracts regime that not only better protects consumers, but which also gives sufficient time for traders to implement the changes. Getting this wrong risks disruption at the busiest time of the year.

We look forward to hearing from you.

Yours sincerely,

Simon Newman, Chief Executive Officer