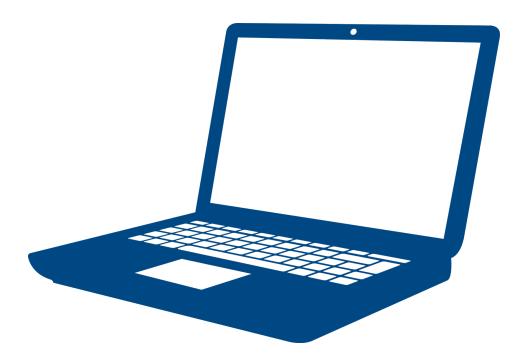
Online Subscriptions

Know what you are signing up to #BeforeYouSign





This session pack has been produced as part of Citizens Advice Consumer Education work for National Consumer Week 2017. Content for the education resources has also been provided through working in partnership with the UK European Consumer Centre and the Advertising Standards Authority.





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For campaigns

Materials can be condensed when using them for campaign purposes. Select the activities you plan to use and also use the session specific guidance to aid your discussions with clients or groups you plan to work with.

National Consumer Week 2017 is seeking to raise awareness of how to engage with an online subscription service, know what information should be given to consumers and how to recognise when a deal is too good to be true. www.citizensadvice.org.uk/NCW17

When a consumer signs up to a subscription they are agreeing to pay a sum of money for a product or service on a regular basis. Subscription issues can include: signing up for a fixed term deal, trial, or promotion, and it not being made clear (or the consumer forgets) that they will be auto-enrolled into ongoing payments or problems when cancelling future payments. Consumers often sign up for subscriptions unwittingly, and can face problems cancelling future payments.

Key areas consumers should focus on when considering signing up to an online subscription include:

- How to recognise an offer is a subscription
- How to recognise a subscription trap
- Payment methods
- Consumer rights
- Misleading adverts

The education pack is designed to assist the campaign by providing a number of activities that can be used to:

- generate discussions on the topic of subscriptions
- test awareness of subscriptions and subscription traps
- empower participants to be more aware of how subscriptions work
- raise awareness of the consumer service and how to get advice
- explain how to report a misleading advert.

Group session aims and objectives

The aims of the resources are to:

- to develop learners' understanding of subscriptions
- to help learners to know what they are signing up to
- to develop awareness of subscription traps

The objectives are that by the end of the session learners will be able to:

- describe what a subscription is and also what a subscription trap is, and recognise the difference
- identify different payment methods and what these mean for consumers.
- have a greater understanding of how to seek consumer advice to deal with subscription problems.

Materials

- 'Client handout' worksheets not essential as activities can be conducted as discussions.
- Access to the internet if possible
- National Consumer Week resources <u>www.citizensadvice.org.uk/NCW17</u>

Session specific guidance

Each activity has a trainer's answer worksheet, however, it is recommended that the trainer reads through the information here in order to understand the issues surrounding subscriptions.

Introduction

When you sign up to a subscription you are agreeing to pay a sum of money for a product or service on a regular basis. Subscription issues can include: signing up for a fixed term deal, trial, or promotion, and it not being made clear (or the consumer forgets) that they will be auto-enrolled into ongoing payments or problems when cancelling future payments. Consumers often sign up for subscriptions unwittingly, and can face problems cancelling future payments.

Online Subscriptions offers

Companies often offer incentives to take up subscriptions such as a 'free trials', 'reduced monthly payments for a set period of time', 'vouchers to spend on products' etc... These can be beneficial to consumers who want to subscribe to a service or company. However it is essential that consumers are aware of what is involved in accepting offers or incentives to take up a subscription, such as:

Can they change their mind and cancel the subscription? What is the full cost of the product? Do they really want it? Do they know what they're agreeing to?

- Check if the company is genuine, check for a street name (address) not a PO box. If they display any logos or reference membership to other bodies, check if these are genuine.
- Check the website for the padlock symbol next to the address bar and web address starting with https
- Check the full detail of the subscription terms and conditions,
- Check payment methods and full cost before you agree to the contract.

Subscription traps

A subscription trap is where a consumer is misled into signing up for a subscription to goods or services. This is commonly done by the retailer promising a free trial, a reduced rate trial or sample goods where the consumer only has to pay for postage and packaging using a credit or debit card. The card details provided are then used to take recurring payments for a subscription using a continuous payment authority (CPA). The terms and conditions often don't make this clear to the consumer, usually burying the key information in lengthy or unclear terms and <u>conditions</u>.

UK European Consumer Centre provides a checklist for consumers to consider if they have ordered samples or accepted an offer which has led to them being stuck in a subscription trap.

- Do not use the product when it is delivered. Often the products are marketed as sample packages, but in the order confirmation it is called a welcome pack.
- Carefully read the terms and conditions and the order confirmation. Usually it is not until then that you discover that the offer has led to a subscription. If it is not

clear that the offer leads to a subscription, you may not be bound by the subscription.

- Check if you are bound by the order which imposes a claim on payment. You are only bound by an order that entails a payment obligation if the obligation has been clarified before ordering and you have explicitly assumed the obligation.
- Check if you can withdraw from the purchase. You have the right to a 14-day cooling-off period for distance purchases of goods within the EU. If the trader has not informed you of your right of withdrawal, the withdrawal period is extended by 12 months. If you have no automatic right of withdrawal, look for information in the terms and conditions on how to terminate the subscription.
- Use your right of withdrawal. Send a withdrawal message to the trader by e-mail or regular mail. Remember to keep a copy. If you send the message by regular mail, remember to ask the post office for a receipt which confirms that you have sent the letter.
- Return the unused product. Make sure you get a shipment receipt. It may also be useful to make sure that the package is trackable. You will have to pay the return shipping charge.
- Demand a refund. You are entitled to demand a refund for the money you have paid for the product, including shipping. If you have paid by bank card, contact the card issuer and ask for the possibility of doing a chargeback.
- Can you block your bank card? Check with your bank if you can cancel your bank card, preventing the company from withdrawing more money from your card. Keep in mind that you may be charged for the order of a new bank card.

The UK European Consumer Centre provides free advice and support to UK consumers who have a dispute with a trader based in a European country outside the UK. The service is delivered by the Chartered Trading Standards Institute.

Payment methods

There are several ways consumers can set up payments to subscriptions online, it is important that the consumer knows what the payment method is, how it works and how they can cancel payments if necessary.

Continuous Payment Authority (CPA)

A CPA gives a company permission to take recurring payments from consumers. To set up a CPA consumers provide their credit or debit card details (the long number on the front, expiry date and security code). This allows companies to take payments whenever they want for as much as they want without prior notification to the consumer or their card issuer. The authorisation continues until the end of the contract, or until the consumer cancels the CPA. The latter can be done by contacting either the company or their bank or card provider. Cancelling the payment is separate from the contractual obligation the consumer has with the trader/ company.

Direct Debit

These are regular payments paid from a bank account (this can be monthly, quarterly or yearly). The amount taken out of the bank account can vary but the company cannot do this without notifying the consumer in advance.

Online payment systems (OPS)

Online payments refer to money that is transferred electronically, such as PayPal or Google wallet. Consumers should follow the guidance of how to cancel subscriptions via the OPS website/ app.

Consumer rights and cancelling subscriptions

If a consumer wishes to cancel a subscription or feels they have been misled into taking up a subscription they should get advice from Citizens Advice consumer service as to how to resolve the issue. There are also consumer protection regulations that consumers should be aware of that can be used if they change their mind or have been feel they have been misled into taking up a subscription.

Consumer Contract Regulations 2013 - provide consumers with a cooling off period of 14 days. Depending what they sign up for, the right to cancel starts from the day after you sign up, or the day after you receive the first item. The company must provide the consumer with certain information about the contract, including,

- Details of the company including its geographical address and telephone number,
- Accurate description of the goods or service,
- Total price payable
- Minimum duration of the contract for the subscription and
- Cancellation rights. Failure to give details about cancellation rights could allow the consumer to cancel the contract. Failure to give info about cancellation rights on an online contract extends the cancellation period to 12 months 14 days.

Further information on the right to cancel can be found here:

https://www.citizensadvice.org.uk/consumer/changed-your-mind/changing-your-mind-a bout-something-youve-bought/

Consumer Protection from Unfair Trading Regulations 2008 - Consumers should be able to make informed choices; if ads or offers are misleading or there are deliberate omissions of details within a contract the consumer may be able to undo the contract. Tactics such as limited time offers, which pressure consumers into making uninformed decisions, or advertising free products when there is a cost are common in subscription traps.

As well as seeking advice on a consumer issue these companies should also be reported for intelligence purposes, to Trading Standards via the consumer service. You can also complain to the Advertising Standards Authority about misleading ads. <u>https://www.asa.org.uk/</u>

Payment Services Regulations 2009.

The Payment Services Regulations give the card holder the right to stop a CPA. More information about Payment services can be found on the Financial Conduct Authority website <u>https://www.fca.org.uk/firms/payment-services-regulations</u>

Financial Provider - Consumers should contact their bank or card payment issuer to seek redress or contact the Financial Ombudsman Service for advice.

Information on how to cancel payments can be found here

https://www.citizensadvice.org.uk/debt-and-money/banking/stopping-a-future-payment -on-your-debit-or-credit-card/

Advertising Standards Authority - regulating the advertising of subscription models (additional information for Activity 4)

The ASA is responsible for ensuring that the ads we see and hear are truthful, treat consumers fairly and do not mislead. This includes making sure promotional offers, often online, which enrol consumers into making ongoing payments known as 'subscriptions' are upfront and clear about what customers are signing up to.

Consumers often sign-up to an ongoing paid subscription in order to take advantage of a "free trial" or other promotional offer. Unless cancelled, the paid subscription continues after the trial period has ended. Money is most commonly taken out of customer's accounts on a monthly basis.

Subscriptions are not, in and of themselves, a problem. But if a consumer unknowingly agrees to enter into making ongoing payments because an ad they responded to did not include significant conditions, or those conditions were not clear, then it is likely to be misleading and unfair. This situation has been described as a "subscription trap".

The ASA encourage consumers who feel they have been misled by an ad into making ongoing payments as part of a subscription plan to get in touch. The ASA will hold misleading advertisers to account and take action to have problem ads changed or withdrawn.

Top Tips for Consumers

All the UK ads seen and heard should be responsible, but if a consumer is taking advantage of a "free trial" offer and is unsure about the nature of the deal or are uncertain about whether they're entering into a subscription plan; here is some helpful advice:

- Remember, ads must make clear the extent of the commitment required to take advantage of the "free" offer e.g. enrolment in a subscription plan
- Look carefully at the wording of the ad. Does it make clear that in order to take advantage of an offer you will be enrolled onto a paid-for subscription plan? This information must be presented prominently in the ad itself (not buried in the t&cs)
- Always check terms and conditions to ensure you understand fully the extent and nature of an offer

Significant conditions should not be placed away from:

- Prominent "free trial" or promotional text
- Prominent action buttons, such as "Start Free Trial" or "Rush my Order"
- Significant conditions should also be immediately visible and be clear and legible both in size and clarity of font
- Understand what your financial commitment is going to be and what your rights are in terms of cancelling your subscription

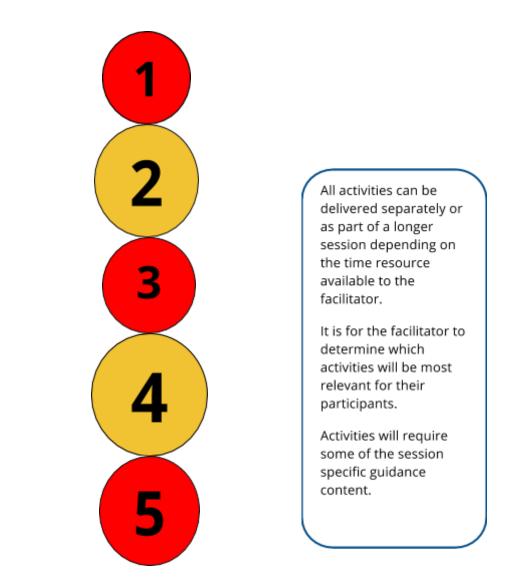
Consumers should be signposted to the Citizens Advice consumer service for advice. If the consumer thinks an offer is misleading, it can be reported to the ASA.

Consumer Advice

Ensure that participants are given details of how to contact the **Citizens Advice consumer helpline** 03454 040506, Textphone: 18001 03454 04 05 06. Welsh-speaking adviser: 03454 04 05 05, textphone 18001 03454 04 05 05 Or visit the website <u>www.citizensadvice.org.uk/consumer/</u>

UK consumers can contact the UK European Consumer Centre via <u>www.ukecc.net</u> or by phone on 01268 886690 weekdays between 9am and 5pm for advice and support on disputes with a trader based in a European country outside the UK.

Session Plan



Red activities – Are **essential** to any session on this topic **Amber** activities – Are **highly recommended** but not essential **Green** activities – Are **optional** activities, if time allows

The size of the bubble indicates roughly how much time – relative to the session - to spend on an activity.

Activity 1 - Facts about subscriptions? True or False Trainer's worksheet

Discuss with participants what they know about Subscriptions; ask them to look at the statements below and discuss whether they are true or false.

	True	False
All subscriptions have this clearly signed in the advert		X Check the wording carefully to know what you are signing up to
Subscriptions cannot be cancelled		X Check cooling off period rights and the cancellation information in the ad.
All subscriptions are scams		X Not all are scams or traps but know what you are signing up to.
All free trials are free		X Check delivery costs and any other costs mentioned in the contract.
Pop up ads online are not always linked to the website you are looking at	X Pop up ads can mislead consumers. They may not necessarily be from trusted companies.	
Consumers only need to read through contracts when they wish to cancel a subscription		X Consumers should read through the contract/ small print/ terms and conditions before they sign up to a subscription
Citizens Advice can provide free advice about subscriptions	X The consumer advice helpline run by Citizens Advice can provide information before you sign up to a contract and also if you are concerned about a subscription	

Activity 1 - Facts about subscriptions? True or False Participant's worksheet

What do you know about Subscriptions? Look at the statements below and discuss whether they are true or false.

	True	False
All subscriptions have this clearly signed in the advert		
Subscriptions cannot be cancelled		
All subscriptions are scams		
All free trials are free		
Pop up ads online are not always linked to the website you are looking at		
Consumers only need to read through contracts when they wish to cancel a subscription		
Citizens Advice can provide free advice about subscriptions		

Find out how who you can contact for further information and advice

Activity 2 - Common subscription traps Trainer's worksheet

Companies advertising subscription traps may be using very complex methods to reach consumers such as targeted advertising based on browser histories and social media usage. It is also possible that some are using more illicit methods such as malware or continued targeting of specific IP addresses. This may explain how some pop-ups appear to be from trusted companies when in fact they are not. Many consumers feel misled by the content of the adverts, particularly in relation to the cost of the products or services. It is common practice for companies to advertise a 'free trial'. Only later do consumers realise they have had large amounts of money debited as a result of failing to cancel a subscription they were not aware of.

Discuss with the participants,

- What types of products they have seen advertised in this way? Such as free trials/ limited offers/ discounted offers...
- What do they think the most common subscription trap products are? Beauty products/ anti aging products, streaming services, discount/ membership cards
- Who do they they think they target? Different groups depending on age, gender, internet search histories
- What makes the adverts look appealing? Sounds too good to be true, trial period offers good value, will make you look younger, will make you healthier
- What information do they give you to make an informed decision? details of contract, right to cancel, contact details for the company, payment method etc...?
- Where can they read reviews of the product? reputable review sites but also look at ASA/ Trading Standards news items to see what products and companies have had action taken against them.
- Who can they contact if they are concerned they have signed up to a subscription trap? Citizens Advice consumer service, who will then report to Trading Standards. Also contact their bank or card issuer. The ad can also be reported to ASA.

Summarise based on the discussion, what the participants have learned and how it will change their behaviours in the future.

Activity 2 - Common subscription traps Participant's worksheet

Companies advertising subscription traps may be using very complex methods to reach consumers such as targeted advertising based on browser histories and social media usage. It is also possible that some are using more illicit methods such as malware or continued targeting of specific IP addresses. This may explain how some pop-ups appear to be from trusted companies when in fact they are not. Many consumers feel misled by the content of the adverts, particularly in relation to the cost of the products or services. It is common practice for companies to advertise a 'free trial'. Only later do consumers realise they have had large amounts of money debited as a result of failing to cancel a subscription they were not aware of.

Through discussion and research answer the questions below,

- What types of products they have seen advertised in this way? Such as free trials/ limited offers/ discounted offers...
- What do you think the most common subscription trap products are?
- Who do you think they target?
- What makes the adverts look appealing?
- What information do they give you to make an informed decision?
- Where can you read reviews of the product?
- Who can you contact if you are concerned you have signed up to a subscription trap?

Activity 3 - Payment methods for subscriptions Trainer's worksheet

The most common methods of payment for subscriptions are Continuous Payment Authority (CPA) or Direct Debit (DD). It is important that the participants know how both work and the differences between them.

Research and/or discuss both to raise awareness of how DD and CPA work.

	Direct Debit	Continuous Payment Authority
Set up method	Give the bank permission to make a payment to a company	Give your details and card details directly to the company
Set up time	Usually takes a couple of working days	Immediate
lmmediate payment?	No	Yes Ensure you have the funds available for the payment before you agree to the contract
Company can change the date?	Not without notice - the company should write to you to notify you of payment changes.	Yes
Cancellation process	Contact your bank to cancel the direct debit.	Contact the company and your bank or card issuer.
Full refunds for company error?	Direct Debit Guarantee means consumers can get a full and immediate refund.	Not without making a complaint. Check the company's complaint procedure. Contact the consumer service for advice.
Payment Failure fee?	Yes - this is charged by the bank for having insufficient funds in the account.	No

https://www.citizensadvice.org.uk/Global/CitizensAdvice/Consumer%20publications/Finaldraft-Lo ckedinconsumerissueswithsubscriptiontraps%20(1).pdf p7

Activity 3 - Payment methods for subscriptions Participant's worksheet

The most common methods of payment for subscriptions are Continuous Payment Authority (CPA) or Direct Debit (DD). It is important that you know how both work and the differences between them. Research and discuss both to understand how DD and CPA work. Fill in the table below with your findings.

	Direct Debit	Continuous Payment Authority
Set up method		
Set up time		
Immediate payment?		
Company can change the date?		
Cancellation process		
Full refunds for company error?		
Payment Failure fee?		

Misleading adverts often entice consumers into taking up offers, which means they may not:

- realise they were entering in a subscription
- understand the full cost
- realise a CPA can take an immediate payment
- know how to cancel the subscription

It is important for consumers to be able to recognise a subscription offer but also to know who can help.

Below are two case studies provided by The Advertising Standards Authority; read through the cases and discuss (or use the answer sheet if resource and time allow)

- What was the complaint about?
- Why was it misleading?
- What you think the outcome should be?

As the facilitator you can run this activity in two ways:

- 1. Run through the case studies **without** giving the ASA ruling and ask the participants to discuss what they think the outcome would be.
- 2. Run through the case studies **with** the ASA ruling and ask the group why they think this was the ruling.

In both cases, ask the participants to reflect on how they sign up for subscriptions and what they might do differently in the future.

Case studies: Both have been provided by the Advertising Standards Authority

JustFab (UK) Ltd

When Ms X from London visited a website for an online shoe retailer, JustFab (UK) Ltd, she saw a promotion inviting her to become a "VIP Member". Becoming a member would mean getting "75% Off Your First Item" and enjoying "member-only pricing on all full-priced styles". All she had to do to take advantage of this offer and get her first pair of shoes at the discounted price was take a "short style quiz" and then register as a member.

However, after taking advantage of the offer she was surprised and disappointed to discover she was enrolled on a £35 per month subscription contract. Feeling misled by the promotion, Ms X complained to the Advertising Standards Authority (ASA).

The ASA launched a formal investigation and found the ad broke the rules. It was a problem because unless consumers purchased another pair of shoes or signed into their account and clicked on the "skip the month" button by the 5th of each month, they would be charged a monthly subscription fee of £35. This was important information likely to influence a consumer's decision taking advantage of the offer. It therefore needed to be prominently presented in the ad as a significant condition, before consumers proceeded any further with their journey on the website.

The ASA told JustFab (UK) Ltd to ensure that their advertising made sufficiently clear and prominently presented the condition that consumers joining the website as a "VIP" member would be enrolling on a subscription contract and the specific action they needed to take to avoid the monthly fee of £35.

Beer52 Ltd

Mr Y of Liverpool was a beer enthusiast so when he received a leaflet which stated "FREE CASE of craft beer Exclusive free pack of 8 craft beers from the UK's No.1 craft beer club!" and featured a red bubble with the text "£5.95 P&P" he was eager to find out more about the offer. When he looked into things further, he discovered that to claim his "free" crate of beer he was required to enrol on a paid-for subscription. He was annoyed because he didn't feel that had been made sufficiently clear in the ad.

The ASA looked into this matter for him. It turned out that in order for consumers to claim their free crate of beer they had to agree to enrol onto a paid-for subscription service costing £24 per month, and to avoid that cost consumers had to cancel their subscription at least two days before the 28-day billing period.

The other side of the leaflet featured further reference to the free crate of beer as well as a prominent graphical illustration outlining what consumers had to do to obtain it. Because the focus of the ad was on the free crate of beer, it needed to make sufficiently clear that the offer was conditional upon consumers agreeing to subscribe to a paid-for membership service, which also needed to be given sufficient prominence.

Because enrolling on a paid-for subscription was important information likely to affect Mr Y's decision to take advantage of the free offer, it needed to be presented from the outset in the leaflet before he visited the beer52 website.

Additional rulings/ case studies can be found on the ASA website <u>https://www.asa.org.uk/codes-and-rulings/rulings.html</u> <u>https://www.asa.org.uk/issues-and-topics.html</u>

Activity 4 - Misleading Adverts Trainer's worksheet

Misleading adverts often entice consumers into taking up offers, which means they may not:

- realise they were entering in a subscription
- understand the full cost
- realise a CPA can take an immediate payment
- know how to cancel the subscription

It is important for consumers to be able to recognise a subscription offer but also to know who can help.

Look at the two case studies provided by The Advertising Standards Authority (your facilitator will provide these); read through the cases and discuss,

- 1. What was the complaint about?
- 2. Why was it misleading?

- 3. What you think the outcome should be?
- 4. How would you engage with subscriptions and what you might do differently in the future?
- 5. Who could you contact for advice or further information?

Activity 5 - Consumer Rights - Getting Advice Trainer's worksheet

Discuss shopping online and signing up for subscriptions online, using the session specific guidance in the pack. Then ask participants to answer the questions below, either individually or in small groups. If resources allow this can be set as a research piece for participants to conduct independently.

1. How can you check a website or pop up ad are genuine?

Check the website address, offer seems too good to be true, read reviews of the site, look for their terms and conditions including their returns policy, look for contact details. If you can't find this information it may not be a reputable company.

2. What information should an online subscription offer give you?

Contact details, terms and conditions, returns policy, information about cooling off period and cancellation rights, payment methods - avoid bank transfers, CPAs are immediate. Accurate details about the product's total cost. Any significant conditions should be prominent.

3. What should you look for when considering a free trial/ discounted offer?

Check the company are genuine, read product reviews, check how long you'll be tied in for and cancellation rights. Check the cancellation policy and when you need to cancel if you don't want to continue with the service. Check the payment method required.

4. What should you do if you receive a free sample or welcome pack for a product you were not aware you have signed up to?

Do not use the product as this may be seen as an acceptance of the service. Return the item and get a shipping receipt and notify the company that you do not wish to subscribe to the service or product. You might need to pay for the return postage, this information should be in the information the company provided.

5. What is the cooling off period if you change your mind about a subscription?

Under CCRs the consumer has 14 days cooling off period to cancel the subscription when the 14 days starts depends on what you signed up for. Make sure that you notify the company and have proof that you have contacted them, such an email with a receipt or letter sent recorded delivery. Check their own cancellation policies too.

6. What can you do if you feel you have been misled into signing up to a subscription?

You can get advice from the consumer helpline, who will then report to Trading Standards. You can also report the advert to the Advertising Standards Authority.

7. What should you do if you want to cancel a subscription?

If you are within the 14 days cooling off period you can use this to cancel. Alternatively read the cancellation policy about when and how you should notify the company of your wish to cancel. Even if it's been longer than 14 days, you can ask for a refund if you didn't think the company made it clear you'd be paying for a subscription.

8. Who can advise you about your rights when dealing with subscriptions?

Contact Citizens Advice consumer helpline who can advise you on your rights when signing up for subscriptions, if there is a problem with your subscription or how you can cancel it. The Citizens Advice website also has template letters you can use to notify the company of your wish to cancel.

https://www.citizensadvice.org.uk/consumer/template-letters/letters/cancelling-goods-o r-services/letter-to-cancel-or-return-goods-bought-online-over-the-phone-or-by-mail-or der/

https://www.citizensadvice.org.uk/consumer/template-letters/letters/cancelling-goods-o r-services/letter-to-cancel-a-service-arranged-online-over-the-phone-or-by-mail-order/

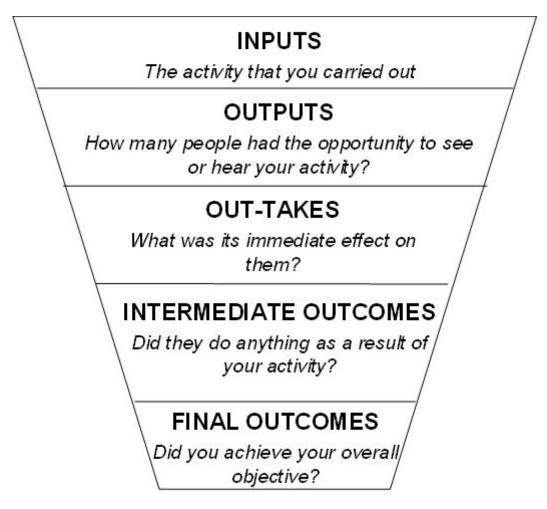
Activity 5 - Consumer Rights - Getting Advice Participant's worksheet

Discuss shopping online and signing up for subscriptions online. Using information from your facilitator or research you have conducted answer the questions below,

- 1. How can you check a website or pop up ad are genuine?
- 2. What information should an online subscription offer give you?
- 3. What should you look for when considering a free trial/ discounted offer?
- 4. What should you do if you receive a free sample or welcome pack for a product you were not aware you have signed up to?
- 5. What is the cooling off period if you change your mind about a subscription?
- 6. What can you do if you feel you have been misled into signing up to a subscription?
- 7. What should you do if you want to cancel a subscription?
- 8. Who can advise you about your rights when dealing with subscriptions?

Evaluation

The framework offers the facilitator questions that will enable a more in-depth analysis of the session. This can be done as a post-session analysis by the trainer or can be discussed with the participants. This will be dependent on the timescale available and also the engagement of the participants.



The facilitator should feedback their experience of the resources with specific comments about:

- o the ease of use of the materials
- o the effectiveness of the activities
- o any recommended top tips
- o any other recommendations for the resource
- o any interest from participants for other resource topics
- o other requests or overall comments

An online evaluation tool is available to do this

www.citizensadvice.org.uk/about-us/how-we-provide-advice/our-prevention-wor k/education/education-resources/education-resources-evaluation/

Reference section

Advertising Standards Authority (ASA)

https://www.asa.org.uk/

https://www.asa.org.uk/codes-and-rulings/rulings.html

https://www.asa.org.uk/issues-and-topics.html

Citizens Advice;

Consumer section https://www.citizensadvice.org.uk/consumer/

Letter templates

https://www.citizensadvice.org.uk/consumer/template-letters/letters/cancelling-goods-o r-services/letter-to-cancel-or-return-goods-bought-online-over-the-phone-or-by-mail-or der/

https://www.citizensadvice.org.uk/consumer/template-letters/letters/cancelling-goods-o r-services/letter-to-cancel-a-service-arranged-online-over-the-phone-or-by-mail-order/

Citizens Advice consumer service

https://www.citizensadvice.org.uk/consumer/get-more-help/if-you-need-more-help-abo ut-a-consumer-issue/

Locked In - Subscription trap report

https://www.citizensadvice.org.uk/about-us/policy/policy-research-topics/consumer-policy-research/locked-in-consumer-issues-with-subscription-traps/

Financial Conduct Authority (FCA)

https://www.fca.org.uk/

FCA - Payment Services Regulations 2099 https://www.fca.org.uk/firms/payment-services-regulations

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