



## BRIEFING PAPER

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# Brexit: consumer rights

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## Summary

A significant part of UK consumer rights and remedies derive from EU law (directives and regulations) and are relatively long standing. EU consumer law creates a minimum standard for consumer law and safety standards which every EU member state must meet. Some EU member states, such as the UK with the [Consumer Rights Act 2015](#), choose to give consumers enhanced rights and protections.

In practice, when consumers buy goods and services from other EU countries they can rely on consumer law and safety standards which are the same as or like those in the UK. In addition to harmonised consumer rights, EU consumer protection legislation also gives UK consumers the right to enforce their consumer rights in the EU (and vice versa).

The precise implications of Brexit for UK consumer protection law are still largely unknown. The current legal framework will not change until the exit negotiations between the UK and EU are finalised. In the event of a “no-deal” Brexit, the indications are that UK consumers will continue to enjoy similar consumer rights after Brexit in the UK, but as a matter of law only, and only within the UK jurisdiction. In terms of enforcement, enforcers from other EU member states would lose the right to bring or continue consumer enforcement proceedings in the UK. In respect of UK enforcers, they would maintain the same investigatory powers relating to infringements of specified retained EU law. However, they would no longer be able to use these powers for infringements of the laws of other EU member states.

This Commons briefing paper summarises the current structure of the UK consumer protection regime and EU consumer policy. It then provides an outline of the possible impact of Brexit for UK consumers, including a no-deal Brexit.

# 1. Introduction: setting the scene

An outline of UK policy background in respect of consumer protection is set out in **Box 1** (below).

## Box 1: UK policy background

- On 1 January 1973 the UK joined the European Economic Community, which has since evolved to become today's European Union. A condition of EU membership is that community law, which is now EU law, be given effect in domestic law. The [European Communities Act 1972](#) (ECA 1972) is the principal piece of domestic legislation passed by the UK Parliament that gives effect to EU law in the UK and gives EU law supremacy over UK domestic law.
- On 23 January 2013 the then Prime Minister announced his intention to negotiate a new settlement on the terms of the UK's membership of the EU, followed by a pledge to subsequently hold an in-out referendum on the UK's membership of the EU.
- On 17 December 2015 the [European Union Referendum Act 2015](#) received Royal Assent. The Act made provision for holding a referendum in the UK and Gibraltar on whether the UK should remain a member of the EU. The referendum was held on 23 June 2016 and resulted in a 52% vote to leave the European Union.
- The [European Union \(Notification of Withdrawal\) Act 2017](#) was passed into law on 16 March 2017. This gave the Prime Minister the power to notify the European Council of the UK's intention to withdraw from the European Union under Article 50(2) of the [Treaty on European Union](#). This notification was then given on 29 March 2017. At the same time, the UK notified its withdrawal from the European Atomic Energy Community ('Euratom'), in accordance with the same Article 50(2) as applied by Article 106a of the [Treaty Establishing the European Atomic Energy Community](#).
- Withdrawing from the EU means the UK will also cease to participate in the [European Economic Area \(EEA\) Agreement](#) as the UK will fall outside the geographic scope of the Agreement and will therefore no longer be a member of the EEA.
- On 2 February 2017 the Government published a White Paper, [The United Kingdom's exit from and new partnership with the European Union](#) (Cm 9417) which set out the Government's vision of what it is seeking to achieve in negotiating the exit from, and new partnership with, the European Union. It set out the twelve principles guiding how the Government will approach the negotiations on the UK's withdrawal from the EU.
- The Government then published a White Paper on 30 March 2017, [Legislating for the United Kingdom's withdrawal from the European Union](#) (Cm 9446). The White Paper set out the approach to the [European Union \(Withdrawal\) Act](#) and how the domestic legal system will work once the UK leaves the EU.
- The [European Union \(Withdrawal\) Act 2018](#) received Royal Assent on 26 June 2018. In brief, it would repeal the (ECA 1972) on the day the UK leaves the EU. Most existing EU legislation would be copied across into domestic law to ensure a smooth transition on the day after Brexit. The Act would also create temporary powers to make secondary legislation to enable corrections to be made to the laws that would otherwise no longer operate appropriately once the UK has left, so that the domestic legal system continues to function correctly outside the EU. Importantly, the Act would enable domestic law to reflect the content of a withdrawal agreement under Article 50 of the [Treaty on EU](#) once the UK leaves the EU, subject to the prior enactment of a statute by Parliament approving the final terms of withdrawal.

The Referendum and the triggering of Article 50 of the [Treaty of Lisbon](#) on 29 March 2017, has cast doubt over the continued application of a significant body of EU-derived consumer protection law. For consumers, there is concern that Brexit may lead to a “watering down” of their existing rights and protections.

The Government has said that it wants to avoid a “black hole in our statute book” by converting directly applicable EU laws into UK laws, to minimise disruption to individual consumers and businesses as the UK leaves the EU. The [European Union \(Withdrawal\) Act 2018](#) would repeal the [ECA 1972](#) on the day the UK leaves the EU, and allow for most existing EU legislation to be copied across into domestic UK law. The Act would also create temporary powers to make secondary legislation to enable corrections to be made to laws that would otherwise no longer operate appropriately. However, in the longer term, it is difficult to predict the impact on consumers of Brexit without knowing what the UK’s future relationship with the EU will look like and, crucially, whether the UK will retain any sort of access to the European Single Market.

On 12 October 2018, the Government published a technical notice on [Consumer rights if there’s no Brexit deal](#).<sup>1</sup> In tandem, the Government also published two statutory instruments (SIs), namely:

- [Consumer Protection \(Enforcement\) \(Amendment etc.\) \(EU Exit\) Regulations 2018](#) (known as the “Enforcement Regulations”); and
- [Consumer Protection \(\(Amendment etc.\) \(EU Exit\) Regulations 2018](#) (Known as the “Protection Regulations”).

The two SIs would come into force on exit day and, taken together, would make changes to UK consumer law.<sup>2</sup>

Commentators have argued variously that whatever form Brexit takes, the laws governing relations between consumers and businesses are of vital importance to the future success of the UK. Consumers will be much more likely to purchase goods and services, **whether domestically or across borders, if they can be confident of their rights and their ability to enforce those rights.**

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<sup>1</sup> Department for Business, Energy and Industrial Strategy, “[Consumer rights if there’s no Brexit deal](#)”, 12 October 2018, [online]

<sup>2</sup> The two statutory instruments were made using the power in section 8 of, and paragraph 21 of Schedule 7 to, the [European Union \(Withdrawal\) Act 2018](#)

## 2. UK existing consumer regime

For the moment, the UK must comply with EU consumer policy and law. This means that UK consumers buying goods and services from other EU countries can still rely on consumer law and safety standards which are the same as or similar in every EU member state. UK consumers can also rely on minimum safety standards which every EU member state must meet.

### 2.1 Legislation

As already mentioned, the UK's existing consumer regime is a combination of domestic and EU law. In addition to harmonised consumer rights, EU legislation gives consumers the legal right to enforce their rights in the EU and vice versa.

In recent years, legislative reforms have been made in the UK against a backdrop of structural changes to consumer law enforcement. There were two main drivers for change:

First, the adoption on 25 October 2011 of the [Directive on Consumer Rights](#) (2011/83/EC). This Directive seeks to achieve a high level of consumer protection across the EU and contribute to the proper functioning of the internal market by harmonising certain aspects of Member States' laws, regulations and administrative provisions on contracts between consumers and traders.

Most of the requirements of the Directive have now been implemented in the UK through the [Consumer Contracts \(Information, Cancellation and Additional Payments\) Regulations 2013](#) (CCRs).

- The second driver was the findings of a series of consultations on consumer laws held in the UK between March and November 2012. This led to the [Consumer Rights Act 2015](#) (CRA 2015) which came into force on 1 October 2015. The Act consolidated and updated UK consumer law.

According to recent analysis of the economic benefits (and costs) of European consumer protection policy achievements,<sup>3</sup> the implemented Consumer Rights Directive has unquestionably succeeded in enhancing consumer confidence in the internal market, particularly for distance and off-premises contracts. That said the level of protection is considered lower for digital content than for goods and services.<sup>4</sup> The Directive has also been successful in reducing business reluctance to trade across the EU's internal borders.<sup>5</sup>

### 2.2 Enforcement

The consumer landscape is the network of organisations in the UK that provides advice to consumers and enforces consumer protection law. The current network includes:

- [National Trading Standards Board](#) (NTSB) (with responsibility for gathering intelligence from around the country to combat rogue traders and tackle its priorities, including: mass marketing and internet scams, illegal money lending and other enforcement issues that go beyond local authority boundaries).
- [Chartered Trading Standards Institute](#) (CTSI) (with responsibility for the Consumer Code Approval Scheme)

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<sup>3</sup> "[Contribution to Growth: Consumer Protection Delivering economic benefits for citizens and businesses](#)", by Maciej Bukowski, Tomasz Kaczor, European Parliament, Policy Department for Economic, Scientific and Quality of Life Policies Directorate-General for Internal Policies, May 2019 (accessed 28 May 2019)

<sup>4</sup> Ibid

<sup>5</sup> Ibid

- [Competition and Markets Authority](#) (CMA) (with responsibility to promote competition for the benefit of consumers, both within and outside the UK; its aim being to make markets work well for consumers, businesses and the economy).
- Local authority Trading Standards Services (TSS) (with responsibility for consumer protection and business education)
- Sectoral regulators (including the [Financial Conduct Authority](#); [Ofcom](#); [Office of the Rail and Road Regulator](#); [Ofgem](#); [Ofwat](#); and [Civil Aviation Authority](#) (CAA))
- [Citizens Advice](#) (offering consumer advice and consumer education).
- [National Trading Standards Estate Agency Team of Powys County council](#) (the UK's regulator under the Estate Agents Act 1979).

Some of these organisations directly represent consumers, others work on their behalf. A detailed description of their respective roles is provided in a separate Library briefing paper, "[New consumer landscape](#)", (CBP 6759) (section 3, pages 10-14).

For the moment, the UK consumer protection regime is supported by a reciprocal cross-border consumer enforcement framework which allows cooperation between EU member state consumer enforcement authorities and gives consumers access to redress, in their home courts, when their rights have been breached. This will change after Exit Day if there is a no-deal Brexit. UK consumers will also have less access to Alternative Dispute Resolution (ADR) to settle disputes with traders as they will be unable to use the [EU-wide Online Dispute Resolution platform](#) which is run by the European Commission for EU member states.

## 3. EU's Consumer Acquis

### 3.1 Background

The [EU Charter of Fundamental Rights](#)<sup>6</sup> and [European Treaties](#) since the [Single European Act](#) guarantee a high level of consumer protection in the EU. Promoting consumers' rights is also a core value of the EU, enshrined in Article 12 of the [Treaty on the Functioning of the European Union](#) (TFEU).<sup>7</sup>

There is no consistent and uniform definition of consumer in EU law. In the current EU **Consumer Acquis** each EU instrument defines the notion of consumer separately for its own purposes. Those definitions essentially converge, but some differences exist.<sup>8</sup> There are also divergences amongst the Member States, partly because of transposing EU directives into national legislation. The minimum harmonisation character of the larger part of the Consumer Acquis, enabled many Member States to extend the scope of their consumer protection law beyond the definition of 'consumer' in EU law.

As already mentioned, a wide range of EU Directives and Regulations implemented in the UK deal with an array of consumer protection rights from unfair practices and misleading marketing practices to distance selling. **Box 2** below provides other examples.

#### Box 2: Examples of EU consumer protection legislation

- **Directive on the safety of toys** - [Directive 2009/48/EC](#) of the European Parliament and of the Council of 18 June 2009 focuses on improving the safety requirements for toys and improving enforcement with a view of better functioning of the internal market. The core of the proposal comprises among other things, safety requirements for chemicals in toys, more stringent safety related warnings/information and a necessity of hazard/risk analysis prior to marketing.
- [RAPEX](#) - The EU Rapid Information System (RAPEX) has been established under Article 12 of General Product Safety Directive ([2001/95/EC](#)). The system allows for the free exchange of compliance status, data and infringement information within the Member States and the Commission on a wide variety of products posing a threat to consumers' health and safety or to different public interests. The latest update of the Directive's guidelines on 9 November 2018, introduced new operating arrangements, covering deadlines for the various steps of the notification and follow-up notification procedures.
- The **Single Digital Gateway** - [Regulation \(EU\) 2018/1724](#) of the European Parliament and of the Council of 2 October 2018, will establish a single digital gateway to provide access to information, to procedures and to assistance and problem-solving services. The aim of the regulation is to facilitate easy and efficient online access for businesses and citizens to information regarding the EU and national laws and administrative procedures. This regulation is a part of the package of measures aimed at tackling barriers to freedom of establishment within the framework of the [Commission's Digital Single Market strategy](#), launched in May 2015.

<sup>6</sup> [Charter of Fundamental Rights of the European Union](#), OJ C 83/02, 30 March 2010

<sup>7</sup> [OJ C326/46](#)

<sup>8</sup> The notion of consumer is defined in several directives in respect of contract law, as well as in the regulation **Brussels I** and **Rome I** (in respect of procedural law), which include specific rules for consumer protection. Most current EU directives define the consumer as a "natural person who is acting for the purposes which are outside his trade, business and profession".

## 3.2 Legal basis

The [Council Resolution of 14 April 1975](#) on a preliminary programme of the European Economic Community for a consumer protection and information policy constituted the formal inauguration of consumer protection policy at EU level.

Under Article 4(2)(f) of the [Treaty on the Functioning of the European Union](#) (TFEU)<sup>9</sup>, consumer protection issues are a shared competence of the EU and Member States. Once EU legislation in this domain is adopted through the ordinary legislative procedure, the Member States are responsible for implementing and enforcing the EU rules. Currently, an estimated 90 pieces of EU legislation (directives and regulations) forms the EU's **consumer protection acquis** designed to protect consumers.<sup>10</sup>

As set-out in **Box 3**, the EU has both direct and indirect power to legislate for consumer protection.

### Box 3: Legal basis of EU consumer protection policy

- References to consumer protection are scattered throughout the EU Treaties.
- **Articles 4(2)(f), 12, 114(3) and 169** of the [Treaty on the Functioning of the European Union](#) (TFEU) and **Article 38** of the [Charter of Fundamental Rights of the European Union](#) constitute the primary law for consumer protection policy.
- **Article 169** (TFEU) defines the specific objectives of EU consumer policy as:  
“In order to promote the interests of consumers and to ensure a high level of consumer protection, the Union shall contribute to protecting the health, safety and economic interest of consumers, as well as promoting their right to information, education and to organise themselves in order to safeguard their interests.”  
Article 169 supplements **Article 114** of the TFEU, which indicates that – in its proposals concerning health, safety, environmental protection and consumer protection – the Commission will take as a base a high level of protection. **Article 169** of the TFEU also states that EU measures shall not prevent any Member State from maintaining or introducing more stringent protective measures if they are compatible with the Treaties.
- **Article 12** TFEU clarifies that consumer protection requirements must be taken into account in defining and implementing other EU policies and activities.
- While **Article 38** of the [Charter of Fundamental Rights of the European Union](#) confirms the importance of consumer protection, stating that EU policies will ensure a “high level of consumer protection”.
- In addition to Treaty Articles that deal specifically with consumer protection, the EU has also legislated in this area via recourse to the general single market legal basis (i.e. on the basis that diverse consumer protection rules create barriers to cross-border trade).

In this way EU law provides a common basic level of protection to all consumers residing in the EU.

<sup>9</sup> OJC 326 (consolidated version of 26 October 2012, pp 1-390

<sup>10</sup> European Parliament, [Consumer Protection in the EU, Policy Overview](#), September 2015, p 5; see also [“Brexit: consumer protection rights - EU Justice Sub-Committee Enquiry”](#) 14 September 2017 [online]

EU consumer policy covers a wide area, including:

- product safety
- the digital market
- financial services
- food safety and labelling
- energy
- travel and transport

“Europe for citizens” initiative

In recent years EU consumer policy has shifted from the technical harmonisation of standards to the recognition of consumer protection as part of the initiative to establish a “Europe for citizens”.<sup>11</sup> This initiative is explained as follows:

[T]o make the European Union a tangible reality for 500 million citizens by guaranteeing their rights as consumers. That means protecting consumers from serious risks and threats that they are unable to tackle as individuals; empowering them to make serious choices based on accurate, clear and consistent information; enhancing their welfare and effectively protecting their safety as well as their economic interests. That is to be achieved by aligning consumer rights and policies to changes in society and economy. The legislation adopted at EU level aims primarily to protect the safety, health, economic and legal interests of consumers, as well as offering redress and general product safety systems.<sup>12</sup>

Consumer policy is regularly reviewed by the European Commission, not least because 500 million EU consumers play a central role in driving Europe’s innovation, enterprise and economic growth.<sup>13</sup> Consumer spending accounts for approximately 57% of the EU’s GDP.<sup>14</sup> The current policy is based on two measures adopted by the Commission in May 2012, namely:

- the [European Consumer Agenda](#), which sets out the strategy for EU consumer policy; and
- the [EU consumer programme 2014-2020](#),<sup>15</sup> which is the financial framework complementing the strategy.

The European Consumer Agenda replaced [EU Consumer Policy Strategy 2007-2013](#).<sup>16</sup> It aims to maximise consumer participation and trust in the market, and in turn achieve the objectives of the EU’s economic growth strategy, [Europe 2020](#).<sup>17</sup>

### 3.3 EU consumer programme 2014-20

As outlined above, consumer strategy for the period 2014-20 is defined in the [European Consumer Agenda](#), which is complemented, in its financial aspects, by the [EU consumer programme](#). The consumer programme (2014-20) has a budget of €188.8 million.<sup>18</sup> Direct beneficiaries are:

- national authorities in charge of consumer policy, safety and enforcement,

<sup>11</sup> [“Consumer Protection in the EU – policy overview”](#), European Parliament September 2015, PE 565.904, [online]

<sup>12</sup> Ibid

<sup>13</sup> [A European Consumer Agenda – Boosting Confidence and Growth](#), COM(2012) 255 FINAL, 22 May 2012, [online]

<sup>14</sup> [“Consumer Protection in the EU – policy overview”](#), European Parliament September 2015, PE 565.904, [online]

<sup>15</sup> [Regulation \(EU\) No 254/2014](#) of the European Parliament and of the Council, 26 February 2014, on a multiannual consumer programme for the years 2014-20 and repealing Decision No 1926/2006/EC

[EU Consumer Policy Strategy 2007-2013](#), COM(2007) 99 FINAL, 13 March 2007 [online]

<sup>17</sup> In brief, the [Europe 2020 strategy](#) is the EU’s agenda for growth and jobs for the current decade. It emphasises smart, sustainable and inclusive growth to overcome the structural weaknesses in Europe’s economy, improve its competitiveness and productivity and underpin a sustainable social market economy.

<sup>18</sup> The [EU Consumer Policy Strategy 2007-2013](#) had a budget of €156.8 million

- the network of [European Consumer Centres](#),
- EU-level consumer organisations, and
- national consumer organisations.

The programme funds actions across all 28 EU Member States and countries of non-EU EEA Members. The Consumer Agenda has four pillars (or overriding objectives), which are:

- **Promoting and improving consumer safety** - to reinforce the co-ordination of national enforcement authorities, and to address the risks linked to the globalisation of the production chain.
- **Enhancing knowledge of consumer rights** - to address the issue of poor knowledge of key consumer rights by consumers and retailers alike (particularly in respect of cross-border purchases and sales); to gather robust data on how the market is serving consumers; and to improve the capacity of consumer organisations etc.
- **Strengthening the enforcement of consumer rules** - to increase awareness among consumers about the network of European Consumer Centres and to further strengthen the efficiency of the network of national enforcement authorities.
- **Integrating consumer interests into the key sectoral policies** - to further strengthen consumer rights and to address problems faced by consumers when trying to secure redress, notably cross-border, so that consumers are confident that their rights are well protected in any other Member State as well as at home.

The Consumer Agenda is also expected to address imminent challenges, namely:

- those linked to the digitalisation of daily life,
- the desire to move towards more sustainable patterns of consumption, and
- the specific needs of vulnerable consumers.

According to the Commission's [second Report](#) on consumer policy, most of the 62 measures presented in the Consumer Agenda have now been completed.<sup>19</sup>

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<sup>19</sup> European Commission, [Report on Consumer Policy 2012-2013](#), [online]

## 4. Brexit: possible models

This section of the Paper examines the possible impact of Brexit on the UK's consumer regime under three different scenarios:

- a relationship governed by a "tailor-made agreement" (the bespoke model);
- a future EEA membership of the UK (the Iceland, Liechtenstein and Norway Model); and
- a relationship with the EU governed only by WTO rules (the WTO Model).

All these models are based on existing relationships other countries have with the EU.

### 4.1 A bespoke trade agreement

With this model, it is envisaged that the UK leaves membership of the EU with either:

- trade agreements in place or
- that the exit agreement strikes a new compromise between free trade and freedom of movement and the UK retain some sort of access to the Single Market

It is difficult to predict what this will mean for the UK's consumer protection regime; much would depend on the scope and content of such agreements. According to the Directorate-General for Internal Policies of the European Parliament, "mutual recognition rules" should only be concluded, if equivalent standards of consumer protection are ensured".<sup>20</sup>

### 4.2 EEA Model

Norway, Iceland and Liechtenstein are linked with the EU by the [European Economic Area \(EEA\) Agreement](#).<sup>21</sup> It was signed on 2 May 1992 and came into force on 1 January 1994. It expands the four fundamental freedoms (free movement of persons, services, goods and capital) to the citizens of these countries. The EEA Agreement also obliges the three EFTA member states<sup>22</sup> to a strict adaption of many EU secondary laws with only an advisory role in the legislation process.<sup>23</sup> However, according to Article 112, the non-EU member states can, as contracting parties, take safeguarding measures if: "serious economic, social or environmental difficulties of a sectorial or regional nature liable to persist are arising."<sup>24</sup>

The contractual mechanism for the adoption of new EU secondary legislation ensures a wide coverage of EU consumer protection law by EFTA States. The most relevant acts which are not covered by the EEA-model are those in the field of Judicial Cooperation in Civil Matters (see page 13 below). This includes:

- [Brussels I bis Regulation No \(EU\) 1215/2012](#),
- [Uncontested Claims Regulation No \(EC\) 805/2004](#),
- [Order for Payment Procedure Regulation No \(EC\) 1896/2006/EU](#),
- [Small Claims Regulation No \(EC\) 861/2007](#),

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<sup>20</sup> "[Consequences of Brexit in the Area of Consumer protection](#)", Directorate-General for Internal Policies, April 2017, (IP/A/IMCO/2016-24 April 2017) [online]

<sup>21</sup> [Agreement on the European Economic Areas](#), O J No. L1, 3 January 1994 (updated 1 August 2016)

<sup>22</sup> European Free Trade Association (EFTA)

<sup>23</sup> Subject to Annexes V to IX, EEA Agreement

<sup>24</sup> The conditions and procedures of such safeguarding measures are laid down in further detail in Article 113 EEA Agreement

- [Legal Aid for Cross-Border Disputes Directive \(2003/8/EC\)](#),
- [Regulation No \(EC\) 593/2008](#) ("ROME I") as well as [Regulation No \(EC\) 864/2007](#) ("ROME II").

With regard to the Regulations governing the applicable law in a contractual dispute, in particular with regard to the [ROME I](#), this gap is only of minor relevance as the consumer protection level in contract law is comparable due to the far reaching harmonisation in this field.

Moreover, instead of the [Brussels I bis Regulation](#), the [Lugano Convention](#) (on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters) applies and closes partly the gap that the [Brussels I bis Regulation](#) leaves.

For the UK, EEA membership would allow access to the Single Market. However, the UK would (like other EEA states) pay into the EU budget and accept free movement of citizens. The UK would also have to adopt all EU consumer protection provisions without being part of the EU's decision-making institutions.

From consumers, this model would involve the least change from the current position. The EEA States have participated in EU consumer programmes since the EEA Agreement came into force in 1994. In addition, the [Norwegian Consumer Council](#) works closely with EU bodies such as [BEUC](#) (an alliance of European consumer organisations). The [Icelandic Consumer Agency](#) and the Norwegian Consumer Council also belong to the [European Consumer Centres Network](#) (ECC-Net), which provides information and support to EU consumers.

According to a document published by the Directorate-General for Internal Policies of the European Parliament, the process enabling the UK's participation in the Single Market by means of the EEA Agreement, would be relatively uncomplicated:

"From the perspective of consumers in the EU28, an EEA membership of the UK is the most favourable [Brexit] scenario. It would ensure the application of the high European consumer protection standards for consumers in the EU27 and in the UK to a very large extent."<sup>25</sup>

This study goes on to state that:

"[...] adequate transitory provisions taking into consideration the "two-step" negotiating schedule are necessary to resolve legal uncertainties occurring irrespective of the scenario."<sup>26</sup>

### 4.3 World Trade Organisation (WTO) Model

If it is not possible to reach an agreement, relations between the EU and the UK will be comparable to the relations of the EU with other third countries. As the EU and the UK are WTO members, trade would be governed by WTO [rules](#). It is difficult to predict how this would impact on the level of consumer protection in the UK. However, points to note are as follows:

- EU primary law (the EU Treaties) would cease to apply. The single European market (including the fundamental freedoms) would no longer be applicable to the UK. As a consequence, the UK would not be bound by the consumer protection provisions of the Treaties, notably by Articles 12 and 168 [TFEU](#), which contribute to a high level of consumer protection in EU legislation.

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<sup>25</sup> "[Consequences of Brexit in the Area of Consumer protection](#)", Directorate-General for Internal Policies, April 2017, (IP/A/IMCO/2016-24 April 2017) [online]

<sup>26</sup> Ibid

## 14 Brexit: consumer rights

- EU directives implemented into the UK by primary legislation would remain unaffected by the withdrawal. Such legislation would remain applicable unless and until it is amended or revoked.

A great deal of sector-specific EU regulation is concerned with consumer protection. Often this will apply irrespective of whether the obliged person is residing within the EU or in a third country. Nevertheless, after Brexit, there may be questions about cross-border cooperation between supervisory authorities and about cross-border enforcement.

## 5. No-deal Brexit

A "no deal Brexit" describes the situation where the UK and the EU fail to conclude a draft withdrawal agreement by the time of the UK's exit from the EU. This would mean no transition period, and a sudden "cliff-edge" break in the application of EU rules to the UK.

The Government has been publishing technical notices in several areas for UK citizens and businesses in the event of a no-deal Brexit. On 12 October 2018, the government published its fourth tranche of technical notices. In tandem, it has also begun an overhaul of the UK's legal and regulatory environment and has published statutory instruments (SIs) to ready UK law for Brexit. Of importance in relation to consumer protection are:

- Technical Notice, [Consumer rights if there's no Brexit deal](#).<sup>27</sup>
- [Consumer Protection \(Enforcement\) \(Amendment etc.\) \(EU Exit\) Regulations 2018](#) (known as the "Enforcement Regulations"); and
- [Consumer Protection \(Amendment etc.\) \(EU Exit\) Regulations 2018](#) (Known as the "Protection Regulations").

The primary focus of the Technical Notice and the two SIs is on the enforcement of consumer rights, both in the UK and in the EU, post-Brexit. The aim of both SIs is to ensure that legislation prompted by EU membership continues to operate effectively after Brexit. Both would come into force on exit day.<sup>28</sup>

### 5.1 Technical notice on consumer rights

As outlined in **Boxes 4 & 5** below, the current UK consumer protection regime is underpinned by:

- a **reciprocal cross-border consumer enforcement framework**, which enables co-operation between consumer enforcement agencies in different member states (for example, the UK's [Competition and Markets Authority](#) (CMA) and its counterpart in France and Germany); and
- the **civil judicial cooperation framework**, which provides access to redress for consumers when their rights have been breached.<sup>29</sup>

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<sup>27</sup> Department for Business, Energy and Industrial Strategy, "[Consumer rights if there's no Brexit deal](#)", 12 October 2018, [online]

<sup>28</sup> The two statutory instruments were made using the power in section 8 of, and paragraph 21 of Schedule 7 to, the [European Union \(Withdrawal\) Act 2018](#)

<sup>29</sup> See [Technical Notice on civil judicial cooperation](#)

#### Box 4: EU cross-border consumer protection framework

The EU cross-border consumer protection framework enables UK consumers to buy goods or services in any EU member state, knowing that the protections and safety standards are the same as or like those in the UK. This consumer protection regime is supported by:

- a **reciprocal cross-border consumer enforcement framework**, which enables co-operation between consumer enforcement agencies in different member states; and
- the **civil judicial cooperation framework**, which provides access to redress for consumers when their rights have been breached.

In practice, this means that if a UK consumer buys an item from an EU based trader and the item does not arrive or there is a problem, the UK consumer can use UK law and the UK courts for redress, and judgment will be recognised in the EU Member State in question.

Under this framework, the consumer can gain access to advice and guidance on:

- their consumer rights; and
- how to make a complaint or take action through dispute resolution mechanisms.

#### Box 5: Implementation in the UK of EU cross-border consumer protection framework

The relevant legislation is as follows:

- The [Consumer Protection Cooperation Regulation](#) (2006/2004) (known as “the CPC Regulation”) establishes a set of reciprocal arrangements for EU Member States to cooperate with each other in the cross-border investigation of and enforcement against infringements of various EU consumer laws, where the collective interests of consumers is being harmed.<sup>30</sup>
- The [Enterprise Act 2002](#) (EA 2002) partly implements the EU Directive on injunctions for the protection of consumers’ interests (2009/22/EC) (known as “[Injunctions Directive](#)”) and provides the enforcement mechanisms in the UK for the CPC Regulation.
- Importantly, **Part 8** of the EA 2002, allows various categories of enforcement body from the UK and other EU Member States (known as “CPC enforcers”) to apply to court for an enforcement order for breaches of specified EU consumer laws (known as “community infringements”).

In addition, Schedule 5 of the [Consumer Rights Act 2015](#) (CRA 2015) currently grants various categories of enforcers (including CPC enforcers) investigatory powers for use in EA 2002 proceedings.

According to the Technical Notice on consumer rights, if the UK leaves the EU without a deal, there will be the following consequences:

- UK consumers will no longer be able to use the UK courts effectively to seek redress from EU-based traders; If a UK court does make a judgment in favour of the consumer, enforcing that judgment in the EU member state will be harder.
- There will no longer be reciprocal obligations on the UK and EU member states to investigate breaches of consumer law or take enforcement action.

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<sup>30</sup> These EU consumer laws are specified in an annex to the CPC Regulation

Where a UK consumer buys from a UK trader, the Government has already said that it intends to make necessary legislative changes through the [European Union \(Withdrawal\) Act 2018](#) to ensure that UK consumers do not lose any protections that they currently enjoy. In the Technical Note, the Government gave the following assurance:

The UK government will continue to work with the Scottish Government, Welsh Government and the Northern Ireland Civil Service to ensure the future consumer protection regime works across the UK.

However, it is acknowledged that since the UK will no longer be a Member State, there may be an impact on the extent to which UK consumers are protected when buying goods and services in the EU (and vice versa). In the Technical Note, the position is explained as follows:

The laws of those states are similar but may differ in some areas to UK law both as respective laws evolve over time as well as due to differing levels of harmonisation between Member States in some areas. UK consumers will also no longer be able to use the UK courts effectively to seek redress from EU based traders, and if a UK court does make a judgement, the enforcement of that judgement will be more difficult as we will no longer be part of the EU. In addition, there will no longer be reciprocal obligations on the UK or EU Member States to investigate breaches of consumer laws or take forward enforcement actions.

In effect, before making a purchase, UK consumers will need to consider what levels of consumer protection are offered both by the EU-based seller in question and in the state in which they are based.

In addition, the [EU-wide Online Dispute Resolution](#) (ODR) platform run by the European Commission for EU Member States, will no longer be accessible to UK buyers and sellers in a no-deal scenario. However, the obligations around alternative dispute resolution (ADR) for UK businesses will not change in the event of a no deal.

The Technical Notice also highlights some specific changes to certain aspects of consumer law as follows:

- **Package Travel:** Customers who purchase package holidays from EU-based traders who are not targeting activities at the UK may be unprotected if the provider becomes insolvent. The notice indicates that consumers will be responsible for ensuring they are provided with clear information, including of the applicable insolvency protection, before purchase.
- **Timeshare:** Consumers who buy a timeshare in an EU member state under a contract whose governing law is not English law will be subject to the timeshare protection available to consumers in that member state. Notably, they will no longer be able to insist on an English-language version of their contract.
- **Textile labelling:** The Secretary of State, rather than the European Commission, will be responsible for approving new textile names and manufacturing tolerances for the UK market. The existing EU law on labelling textile products will be retained through the [EU \(Withdrawal\) Act 2018](#) but will be amended to ensure its effectiveness within the UK-only market. The details of these changes are set out in the Protection Regulations.
- **Footwear labelling:** The common labelling system for footwear will continue unchanged. However, responsibility for ensuring the accuracy of the labelling of footwear imported from the EU will fall on UK-based businesses. The details of these changes are set out in the Protection Regulations.

## 5.2 The two exit Statutory instruments

### Enforcement Regulations

Currently, the UK consumer protection regime is supported by a reciprocal cross-border consumer enforcement framework which allows cooperation between EU member state consumer enforcement authorities and gives consumers access to redress, in their home courts, when their rights have been breached. This will change if there is a no-deal Brexit (see **Box 6** below).

In the event of a no-deal Brexit, the “Enforcement Regulations”<sup>31</sup> would remove current reciprocal arrangements which oblige Member States to cooperate in the cross-border investigation of, and enforcement against, infringements of EU consumer laws, where the collective interest of consumers is being harmed. Specifically, the Regulations would revoke the [Consumer Protection Cooperation Regulation](#) (2006/2004) (the “CPC Regulation”).

#### Box 6: Enforcement Regulations

From the date of EU exit the Enforcement Regulations would:

1. Revoke in its entirety the [Consumer Protection Cooperation Regulation](#) (2006/2004) (known as “the CPC Regulation”).<sup>32</sup> As the UK will no longer benefit from the reciprocal arrangements established under the CPC Regulation after Brexit, the remaining EU Member States should therefore not be able to benefit from such arrangements in the UK. Revocation will ensure that there are no unilateral obligations or rights conferred on or between EU Member States and/or the UK in this regard following Brexit.
2. Amend Part 8 of the [Enterprise Act 2002 Act](#) (EA 2002) concerned with the enforcement of certain consumer legislation. Recognising that the Injunctions Directive no longer applies to the UK, it removes the rights of Community enforcers to bring or continue enforcement proceedings within the UK under Part 8 and the statutory power for UK enforcers to bring proceedings in EU Member States.

Make consequential amendments to enable Part 8 to function effectively in the UK after Brexit. To that end Schedule 13 to the [EA 2002](#) will be replaced so that the current “CPC enforcers”, which become “Schedule 13 enforcers”, can continue to apply for enforcement orders in the case of infringements of the specified retained EU law, breach of which currently constitutes a Community infringement. After EU exit, infringement of that legislation will be referred to as a “Schedule 13 infringement”.

3. Amend Schedule 5 to the [Consumer Rights Act 2015](#) (CRA 2015), concerned with investigatory powers etc. These changes ensure that UK enforcers maintain the same investigatory powers relating to “Schedule 13 infringements”. However, UK enforcers will no longer be able to use these powers for infringements of the laws of other EU Member States.
4. In addition, the Instrument makes changes to the [EA 2002](#) and the [CRA 2015](#) to allow them to function effectively after EU exit including by changing EU references which are no longer appropriate.

<sup>31</sup> [Consumer Protection \(Enforcement\) \(Amendment etc.\) \(EU Exit\) Regulations 2018](#)

<sup>32</sup> OJ L 364, 09.12.2004, p.1.

The SI would also ensure that UK enforcement bodies, such as the [Competition and Markets Authority](#) (CMA), retain the same powers as now for investigating and addressing infringements of specified retained EU law in the UK after EU exit.

## Protection Regulations

Post Brexit, the “Protection Regulations”<sup>33</sup> would make the following principal changes:

- Responsibilities in the [Consumer Rights Act 2015](#) would be moved from importers to the EEA to importers to the UK.
- Contracts choosing EEA state law would be placed onto the same footing as contracts choosing the law of other third countries.
- Consumers would have a right to redress only when an importer into the UK (and not the EEA) engages in a prohibited practice under the [Consumer Protection from Unfair Trading Regulations 2008](#).
- Users of EEA-based payment service providers would be placed in the same (less protected) position as users of payment service providers in other third countries.
- Obligations on UK Alternative Dispute Resolution (ADR) providers to deal with disputes involving consumers resident in EU member states would be removed. The operation in the UK of the [EU Online Dispute Resolution Regulation for consumer ADR](#) would be revoked.

Following these changes, UK consumers would continue to enjoy similar consumer rights after Brexit within the UK, but not in relation to goods and services purchased from the remaining EU27 countries. UK consumers may have less access to ADR to settle disputes, since the [EU-wide Online Dispute Resolution platform](#) is run by the European Commission for EU member states.

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<sup>33</sup> [Consumer Protection \(\(Amendment etc.\) \(EU Exit\) Regulations 2018](#)

## 6. Brexit: impact on UK consumers

### 6.1 Overview

The precise implications of Brexit for consumer protection law are still largely unknown, as the current legal framework will not change until the exit negotiations between the UK and EU are finalised. For the moment, even though [Article 50](#) of the TEU<sup>34</sup> has been triggered, the UK still has to comply with EU law. Until the UK formally leaves the EU there will be no immediate change to the rights of UK consumers when they buy goods or services or travel abroad.

As already mentioned, a significant part of UK consumer rights and remedies derive at least in part from EU law. Most of the EU derived provisions in UK consumer law are of relatively long standing and accepted as establishing a fair balance between the interests of consumers and traders. In theory, existing consumer legislation could be untangled and changed, but in practice this might be difficult to achieve. In the short-term, it is thought extremely unlikely that the Government would make major changes to the UK's consumer regime given the recent overhaul of consumer enforcement bodies and the introduction of the [Consumer Right Act 2015](#).

### 6.2 Divergence of consumer laws

#### Short-term

Two points should be noted:

- Since many of our consumer rights are based on EU Directives now enshrined in UK law, they will continue to apply unless the UK Government decides to change the law.
- Second, although the [European Union \(Withdrawal\) Act 2018](#) would repeal the [ECA 1972](#) which took Britain into the EU, most existing EU legislation (Regulations) would be copied across into domestic UK law.

The fact that the Government wants to avoid a "black hole in our statute book"<sup>35</sup> would (in the short term at least) minimise disruption to individual consumers and businesses as the UK leaves the EU. However, the matter is not quite as clear-cut as this. Some EU regulations have been written into UK law. (For example, the [EU Online Dispute Resolution Regulation](#)<sup>36</sup> has been implemented into UK law by the [ADR \(Amendment\) Regulations 2015](#)<sup>37</sup>). Even where EU regulations are not written into UK law, there may be secondary legislation which deals with issues relating to requirements under EU regulations.

Furthermore, the UK legislator is not completely free to transfer EU Regulations into domestic legislation. The applicability of certain provisions of EU law depend on the cooperation of Member States. For example, [Regulation No \(EC\) 2006/2004](#), which seeks to enhance cooperation between Member States in respect of consumer protection. According to the Directorate-General for Internal Policies of the European Parliament, the post-Brexit applicability of such Regulations would require a specific consent in the withdrawal agreement.

<sup>34</sup> Under Article 50(2) TEU, the EU shall negotiate and conclude an agreement with the UK, setting out the arrangement for its withdrawal, taking account of the framework for its future relationship with the EU.

<sup>35</sup> "[EU Withdrawal Bill: A guide to the Brexit repeal legislation](#)", BBC News, 7 September 2017, [online]

<sup>36</sup> The [EU Online Dispute Resolution Regulation](#) requires online retailers to reference and include a link to the central EU online dispute resolution portal

<sup>37</sup> The ADR (Amendment) Regulations 2015, copied from the EU Regulation, deals with the consumer information requirements around an EU online dispute resolution tool

It is also the case that some elements of EU law are expressly not to be retained, for example, rights under the [Charter of Fundamental Rights](#) (clauses 2, 3, 4 and 5).<sup>38</sup> Further detailed information is provided in a Library briefing paper, "[The European Union \(Withdrawal\) Bill](#)" (CBP 8079), 1 September 2017.

## Long-term

In the longer term, it is difficult to predict the impact of Brexit on consumers without knowing what our transitional or future relationship with the EU will look like. Obviously, much depends on if the UK reaches a deal with the EU and on what terms. Crucially, whether the UK retains any sort of access to the European Single Market, and if so, how much and in return for what?

What should be apparent is how entwined UK and EU consumer law is, and how complex the process of untangling UK and EU consumer law (where desired) will be. According to the [Bar Council](#),<sup>39</sup> the influence of EU law and CJEU<sup>40</sup> jurisprudence on UK consumer law is so all-pervading that even maintaining the status quo will require considerable work.

"There will be difficulty in achieving the Government's twin aims set out in the White Paper of preserving EU law, and of bringing an end to the jurisdiction of the CJEU in the UK; at least if the latter is intended to truly separate the development of UK consumer law from the jurisprudence of that court. EU law is a moving target, both because legislative changes to consumer law are still work in progress in some areas and because of developing CJEU jurisprudence. Divergence between EU and national law is likely to occur unless some mechanism is devised to prevent this."<sup>41</sup>

In the view of the Director-General for Internal Policies of the European Parliament, it is inevitable that EU and UK consumer laws will diverge:

However, from the time of withdrawal the consumer protection legislation of the EU and the UK are likely to drift apart. Even if the UK autonomously adopts all EU legislation in the field of consumer protection, interpretation of such legislation will differ, as the UK courts will not be subordinated to the European Court of Justice.

As it is unclear, how the consumer protection level in the UK will develop, the protection of EU27 consumers by means of EU consumer law will depend on the applicability of EU consumer protection law and its enforceability.<sup>42</sup>

European consumer protection law is continually evolving. For example, the recent review of consumer law as part of the [European Commission's Regulatory Fitness and Performance Programme](#) (REFIT). It is likely that over time European provisions will, in some areas, diverge from the position adopted by the UK. It is impossible to predict how this might impact on UK consumers.

## 6.3 Interpretation of consumer laws

In considering the impact of Brexit on UK consumers, the [Bar Council](#) has identified a number of areas where there may be questions about the interpretation of consumer law.<sup>43</sup> For example, the [CRA 2015](#) deals with consumer contracts for the sale of goods, services and digital content. In addition to purely domestic provisions, the CRA 2015 also implements some EU provisions, such as [Council Directive 93/13/EEC on unfair terms in consumer contracts](#). In respect of unfair commercial practices, the "unfairness test" in relation to terms in consumer

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<sup>38</sup> [OJ C326/391, 26.10.2012](#)

<sup>39</sup> [Bar Council](#) represents barristers in England and Wales

<sup>40</sup> Court of Justice of the European Union (CJEU)

<sup>41</sup> "[Brexit Paper Ten – Consumer Law](#)", Bar Council Brexit Working Group, March 2017, (page 2) [online]

<sup>42</sup> "[Consequences of Brexit in the Area of Consumer protection](#)", Directorate-General for Internal Policies, April 2017, (IP/A/IMCO/2016-24 April 2017) [online]

<sup>43</sup> "[Brexit Paper Ten – Consumer Law](#)", Bar Council Brexit Working Group, March 2017, [online]

contracts has recently been interpreted by the Supreme Court following a decision of the CJEU.<sup>44</sup> According to the Bar Council, the CJEU<sup>45</sup> has had a crucial role in the development of the law in this area and is likely to continue to do so.<sup>46</sup>

Another example is provided by the [Consumer Protection from Unfair Trading Regulations 2008](#) (known as the 'Unfair Trading Regulations 2008'). The Regulations, which came into force on 26 May 2008, implement in the UK the [Unfair Commercial Practices Directive](#) (2005/29/EC). In a nutshell, the Regulations impose a general prohibition on traders in all sectors from engaging in unfair commercial practices with consumers. They protect consumers from unfair or misleading trading practices and ban misleading omissions and aggressive sales tactics. In each case, offending behaviour attracts criminal liability and/or civil liability under the enforcement provisions of the [Enterprise Act 2002](#). The Bar Council highlights the fact that the decisions of the CJEU have been of fundamental importance in developing understanding of the key concepts underlying the Directive and therefore the Regulations. One such concept is that of "transactional decision": did the trader's actions influence the consumer to enter into the contract? The High Court's interpretation<sup>47</sup> of this concept was markedly different to the interpretation taken subsequently by the CJEU.<sup>48</sup> The point being, that there is clear potential for significant divergence in the future.

## 6.4 Enforcement of consumer laws

Once the UK leaves the EU, the applicable regime for questions of jurisdiction, conflict of laws and enforceability is uncertain. For example, the [Consumer Protection Cooperation Regulation](#) (Regulation 2006/2004) currently provides a mechanism whereby enforcement bodies in each Member State can take action against breaches of consumer law by a trader in another Member State. Whether the UK will continue to participate in this enforcement scheme after Brexit or will negotiate a similar scheme of cooperation is unclear.

In addition, UK consumers currently have the following rights:

- To take legal action against UK traders in their local county court. This will obviously continue after Brexit.
- To take legal action against an EU trader under civil judicial cooperation, a legal framework that governs the interaction between different legal systems in cross-border situations.

On 13 July 2017, the European Commission published a position paper, [Judicial Cooperation in Civil and Commercial matters](#), in which it set out the main principles that it thinks should apply on the withdrawal date to the winding down of the existing relationship between the EU and the UK. Significantly, the paper deals only with how withdrawal would affect existing proceedings (choice of courts and law etc.).

On 22 August 2017, the Government published its own policy paper, "[Providing a cross-border civil judicial cooperation framework - a future partnership paper](#)", in which it underlined how it was in the interests of both the UK and the EU for cooperation to continue. Whilst acknowledging the need to negotiate and agree a new civil judicial cooperation framework, the

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<sup>44</sup> [Beavis v Parkingeye Ltd \[2015\] UKSC 67](#); [Case C-415/11 Aziz v Caixa d'Estalvis de Catalunya, Tarragona i Manresa](#)

<sup>45</sup> The Court of Justice of the European Union (CJEU) interprets EU law to make sure it is applied in the same way in all EU countries, it also settles legal disputes between national governments and EU.

<sup>46</sup> "[Brexit Paper Ten – Consumer Law](#)", Bar Council Brexit Working Group, March 2017, [online]

<sup>47</sup> [Office of Fair Trading v Purely Creative \[2011\] EWHC 106 \(Ch\)](#); and [Case C-281/12 Trento Sviluppo](#)

<sup>48</sup> [Cases C-402 and 432/07 Sturgeon v Condor Flugdienst](#); and [Cases C-581 and 629/10 Nelson v Deutsche Lufthansa](#)

Government hoped that this new agreement would mirror existing provisions. With specific reference to consumers, the Government said:

13. Consumers in the EU and the UK will continue to buy from each other's retailers and manufactures and need a clear process for resolving any disputes that arise. Consumers should be confident that if they have a dispute they can bring a claim in their own country's courts regardless of where the supplier is based, and that the resulting judgment will be enforceable.<sup>49</sup>

The Government also said that it intended to incorporate into domestic law the [ROME I](#) and [Rome II](#) instruments on choice of law and applicable law in contractual and non-contractual matters. These regulations do not require reciprocity.<sup>50</sup>

In the event of a "no-deal" Brexit, the indications are that UK consumers will continue to enjoy similar consumer rights after Brexit in the UK, but as a matter of law only, and only within the UK jurisdiction. In terms of enforcement, enforcers from other EU member states would lose the right to bring or continue consumer enforcement proceedings in the UK. In respect of UK enforcers, they would maintain the same investigatory powers relating to infringements of specified retained EU law. However, they would no longer be able to use these powers for infringements of the laws of other EU member states.

## 6.5 EU Justice Sub-Committee Inquiry: will consumers be protected?

In February 2017, the EU Justice Sub-Committee, under the chairmanship of Baroness Kennedy of The Shaws, launched an inquiry into [Brexit: consumer protection rights](#). The Committee published its report, "[Brexit: will consumers be protected?](#)", on 12 December 2017.<sup>51</sup> Its key findings are set out in **Box 7** below.

### **Box 7: EU Justice Sub-Committee, Brexit: will consumers be protected?**

#### **Key findings**

The House of Lords EU Justice Sub-Committee called on the Government to explain exactly how it intends to ensure that UK citizens' consumer rights would be protected and enforced after the UK leaves the EU. On the basis that consumer rights are best protected through shared legislation, shared mechanisms and cooperation with cross-border agencies, the Committee said the Government had provided no detail on how it would protect consumer rights via these mechanisms post-Brexit.

The Committee stated that mirroring the rights consumers currently have in EU law is not enough. "The laws mean nothing without the international mechanisms and agencies that support them, raising important questions about future protections".

The report underlined the Committee's concerns about the Government's approach to consumer protection after Brexit, and focused on:

- The need for the Government as a matter of urgency to produce a clear plan as to how, post Brexit, it would successfully secure the UK's continued participation in the network of agencies, mechanisms and infrastructure that underpin consumer rights across the Single Market.
- The Committee said that simply transferring individual consumer rights into UK law would be insufficient as the laws would be unenforceable in the EU without access to EU-wide processes.

<sup>49</sup> House of Lords European Union Committee, [Brexit: justice for families, individuals and businesses?](#) 20 March 2017, HL134 2016-17, paragraphs 13

<sup>50</sup> Further detailed information is provided in a separate Library briefing paper, "[Brexit: civil judicial cooperation](#)", (CBP 8092), 22 September 2017 [online]

<sup>51</sup> Ibid

Commenting on these findings, the Chairman of the Committee [Baroness Kennedy of the Shaws](#) said:

"The UK has spent 40 years shaping the body of law, including 90 European Directives, to protect consumers across the EU. These consumer rights ensure high standards, and the EU mechanisms currently in place allow us to seek compensation, and lead to improved services. In a world where the products we buy are internationally manufactured, the holidays we go on can take us all over the world and consumer protection is proven to be more effective through cooperation, the Government must do everything it can to make sure the UK and the EU continue to work together." <sup>52</sup>

In the [Government's response](#) published on 12 February 2018, Andrew Griffiths, then Consumer Minister (BEIS), said:

Today, UK consumers benefit from a wide range of rights when they buy goods and services. Maintaining a comprehensive framework of consumer rights alongside an effective enforcement regime is crucial for prosperity. This is and will remain a priority for this Government. From the day the UK leaves the EU, the Government is committed to maintaining high standards of consumer protection, delivering the stability and continuity consumers need to continue to make purchases. It is our objective to have effective protections in place for consumers purchasing goods and services cross-border in future. It is our intention to cooperate closely with our EU partners on these matters after we leave the EU. <sup>53</sup>

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<sup>52</sup> House of Lords, EU Committee 9<sup>th</sup> Report of Session 2017-19, "[Brexit: will consumers be protected?](#)", HL Paper 51, 12 December 2017

<sup>53</sup> [Letter to Baroness Kennedy of the Shaws QC](#), Chairman House of Lords EU Justice Sub-Committee, from Andrew Griffiths, Minister for Small Business, Consumers and Corporate Responsibility, 12 February 2018, [online]

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