



# Enforcement Notice:

## Advertised Delivery Restrictions and Surcharges

### Who we are

We are the [Committee of Advertising Practice](#) (CAP). We write the advertising rules, which are enforced by the Advertising Standards Authority (ASA), the UK's independent regulator. You can read about the UK advertising regulatory system [on the ASA website](#).

### Why are we contacting you?

Consumers resident in some parts of the UK, particularly Scotland and Northern Ireland, are often subject to additional charges to have goods delivered. We are aware that some online retailers are not making these surcharges clear and upfront. We have seen misleading absolute (i.e. definitive and unconditional) "UK delivery" claims when the charge or service stated does not apply across the UK.

Please take immediate action to ensure your advertising complies, including online. If we see continued problems in this area after **31 May 2018**, we will take targeted enforcement action to ensure a level-playing-field. This may include – where advertisers are unwilling to comply – referral to our [legal backstop](#).

### Scope

This guidance is limited to the presentation of delivery charges and restrictions in advertising, including any such claims on your website and social media pages. It should be read in conjunction with Consumer Protection Partnership (CPP)<sup>1</sup> advice and advice from your Trading Standards Primary Authority or local Trading Standards about surcharge and restriction issues more broadly. The guidance does not comment on the fairness or level of delivery charges, and is distinct and without prejudice to any other rules or guidance on this issue.

## Guidance

#### *Case Study #1: Do not make incorrect absolute delivery claims:*

The ASA investigated a [TV ad for a furniture company](#) which featured the voice-over "Great brands, anywhere you can get online". There were in fact size and weight limitations on deliveries to some areas of the UK, including the Shetland Islands and non-mainland addresses.

#### *Advice:*

The ASA considers it reasonable for UK consumers to expect a definitive claim about "UK delivery" to apply to them wherever they live, including Northern Ireland and the Scottish Isles. If there are delivery restrictions or exclusions, these need to be made clear from the outset, with the claim amended if necessary.

#### *Case Study #2: Qualifications about delivery should not contradict the main claim:*

The [ASA investigated a website](#) that included the claims "free delivery when spending over £200" and "Free UK delivery on all orders". The complainant lived in northern Scotland and was told his postcode incurred a delivery charge of £35. Although there was text elsewhere on the site that said deliveries north of Glasgow or Edinburgh would incur this charge, the ASA said this contradicted rather than clarified the absolute headline delivery claims, which were therefore misleading.

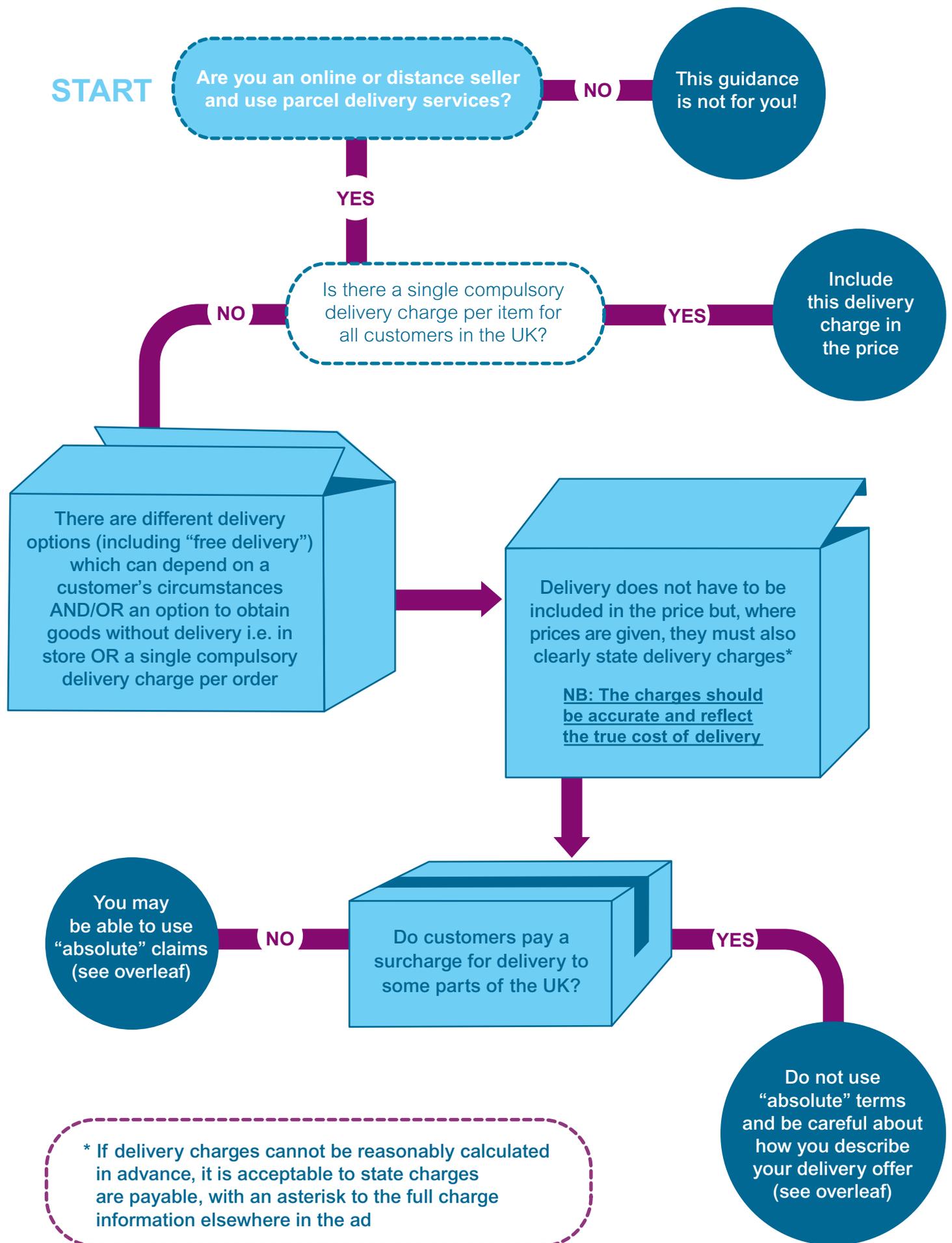
#### *Advice:*

Sometimes ads include qualifying information about specific restrictions or conditions that relate to some geographic locations. However, care needs to be taken to avoid potentially contradictory absolute headline claims about "UK Delivery" which can lead to confusion. If there are restrictions on the availability of a "free delivery" offer, it is best to avoid an absolute claim and instead make clear from the outset the limitations of the offer.

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<sup>1</sup> The Consumer Protection Partnership (CPP) brings together key partners within the UK consumer landscape to jointly identify and prioritise areas where there is greatest consumer harm, and to agree and coordinate collective action. Its members include the CMA, Department for Business, Innovation and Skills, Trading Standards, ASA/CAP and Citizens Advice.

# Delivery charges flowchart



# Delivery claims in adverts

## What can you safely claim?



### “UK DELIVERY”



#### UK = England, Scotland, Wales, Northern Ireland.

- Includes mainland and islands (includes Scottish Highlands).
- No need to include Crown Dependencies\* to make a “UK delivery” claim (although it’s fine if you do).

#### Unqualified delivery claims = UK-wide delivery claims.

- “Free delivery”.
- “Free UK delivery”.
- “£X UK delivery”.

\* Bailiwick of Guernsey, Bailiwick of Jersey and the Isle of Man

Make sure “UK delivery” claims are only made if your price is the same across the UK.

### “GB DELIVERY”



#### GB = England, Scotland and Wales.

- Includes English, Scottish and Welsh mainland and islands (includes Scottish Highlands).
- Does not include Northern Ireland.
- No need to include Crown Dependencies\* to make a “GB delivery” claim (although it’s fine if you do).

Surcharges or restrictions to excluded areas (NI) must be **clear and upfront**. This means deliveries to NI should not be hidden under “International deliveries” or similar, which is misleading in itself because NI is a constituent part of the UK.

### “MAINLAND UK DELIVERY”



#### Mainland UK = understood as “Mainland GB”.

#### “Mainland GB” is a better claim to use if Northern Ireland is excluded.

- Includes England, Wales and Scotland (includes Scottish Highlands).
- Mainland only i.e. part of the GB landmass, or connected to the landmass by road or rail (must include land connected to the mainland by bridge e.g. Skye, Anglesey).
- Does not include islands i.e. islands accessible by boat or water transport from the GB landmass.

Surcharges or restrictions to all excluded areas must be **clear and upfront**.

### OTHER – INCLUDING “GB EX HIGHLANDS & ISLANDS”



- For other delivery policies, you should not use absolute claims like “UK delivery” or “Mainland UK delivery”.
- In the parcel delivery context, there is no universally recognised definition of “Highlands & Islands”, so this should not be used as an absolute claim without further clarification e.g. named postcodes.

Charges, surcharges and restrictions to all areas must be **clear and upfront**.

## Appendix: Code rules and legislation

### Relevant [CAP Code](#) rules:

#### 3.1

Marketing communications must not materially mislead or be likely to do so.

#### 3.3

Marketing communications must not mislead the consumer by omitting material information. They must not mislead by hiding material information or presenting it in an unclear, unintelligible, ambiguous or untimely manner.

Material information is information that the consumer needs to make informed decisions in relation to a product. Whether the omission or presentation of material information is likely to mislead the consumer depends on the context, the medium and, if the medium of the marketing communication is constrained by time or space, the measures that the marketer takes to make that information available to the consumer by other means.

#### 3.4

For marketing communications that quote prices for advertised products, material information [for the purposes of rule 3.3] includes: **3.4.4** Delivery charges

#### 3.18

Quoted prices must include non-optional taxes, duties, fees and charges that apply to all or most buyers. However, VAT-exclusive prices may be given if all those to whom the price claim is clearly addressed pay no VAT or can recover VAT. Such VAT-exclusive prices must be accompanied by a prominent statement of the amount or rate of VAT payable.

#### 3.19

If a tax, duty, fee or charge cannot be calculated in advance, for example, because it depends on the consumer's circumstances, the marketing communication must make clear that it is excluded from the advertised price and state how it is calculated.

#### 3.20

Marketing communications that state prices must also state applicable delivery, freight or postal charges or, if those cannot reasonably be calculated in advance, state that such charges are payable.

### Relevant legislation:

The [Consumer Protection from Unfair Trading Regulations \(CPRs\)](#) prohibit misleading actions. In particular, Regulation 5 (misleading actions) prohibits the provision of false information regarding a number of matters including the 'delivery of the product' (Regulation 5 (5) (k)). Regulation 5 also prohibits the provision of information about the delivery of a product in a way that is likely to deceive the average consumer. Regulation 6, which prohibits misleading omissions, includes the prohibition of commercial practices which hide or omit material information, or which provide material information to consumers in a way which is unclear, untimely or ambiguous. It is noted that when a commercial practice is an 'invitation to purchase' a trader is required to provide *(i) all additional freight, delivery or postal charges; or (ii) where such charges cannot be reasonably be calculated in advance, the fact that such charges may be payable* (Regulation 6 (6) (e)).

You should also take into account the [Consumer Contracts Regulations 2013](#) in particular Regulations 13 and 14.

**Want more?** See our advice on [Compulsory costs and charges: Delivery charges](#) and [How to make geographical restrictions part and parcel of ads which include delivery claims](#). For free and confidential advice about specific non-broadcast ads, please contact the [CAP Copy Advice team](#).