

Consumer Rights Act 2015 (UK)

All written terms of a consumer contract must be “transparent”. Transparent means legible, and in plain and understandable language.

The Ts & Cs should use ordinary language in its ordinary sense, and short sentences will help.

The terms should be well organised under easily understood headings covering recognisably similar issues. Font size, colour, clarity and (where used) paper quality are all relevant.

Legibility and clarity of language are not enough to ensure compliance. Wording that is literally used and legally accurate may still fail the transparency test if it is vague or misleading or if it refers to legal concepts that would not be familiar to a non-lawyer. Words like “indemnity” and “statutory rights” fall within this description.

The aim is to ensure that consumers can make an informed choice.

Any ambiguity will be interpreted against the trader (except in regulatory action against the trader).