

ASA CRACKDOWN ON DELIVERY CHARGES



ASA crackdown on advertising delivery charges – action by 31 May 2018

The Committee of Advertising Practice (CAP) (which writes the rules which are enforced by the Advertising Standards Authority) has published a new enforcement notice on advertised delivery restrictions and surcharges, which will apply to all adverts across the UK after the **31 May 2018** (the "**Notice**"). This includes advertisements on websites and on social media.

The ASA's Notice is designed to prevent misleading claims such as "Free UK Delivery" unless, in that example, an advertiser's delivery is free and unqualified across England, Scotland (including the Scottish Highlands), Wales and Northern Ireland.

In its advice to advertisers the ASA states that (i) there should not be absolute delivery claims which are incorrect, (ii) there should be no contradictions of the main delivery claim; and (iii) any surcharges and/or restrictions must be "clear and upfront".

Delivery costs are material information which may affect a consumer's decision as to whether or not to buy a product. We recommend that retailers who supply goods by post and who advertise "free delivery" (or similar) should review how those claims are advertised to ensure that they are not falling foul of the Notice. The Notice states that "targeted enforcement action" will be taken for non-compliant claims made after 31 May 2018. Non-compliance with the Notice by advertisers could result in a referral to Trading Standards.

For further information, [please see the Enforcement Notice from CAP](#).

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