



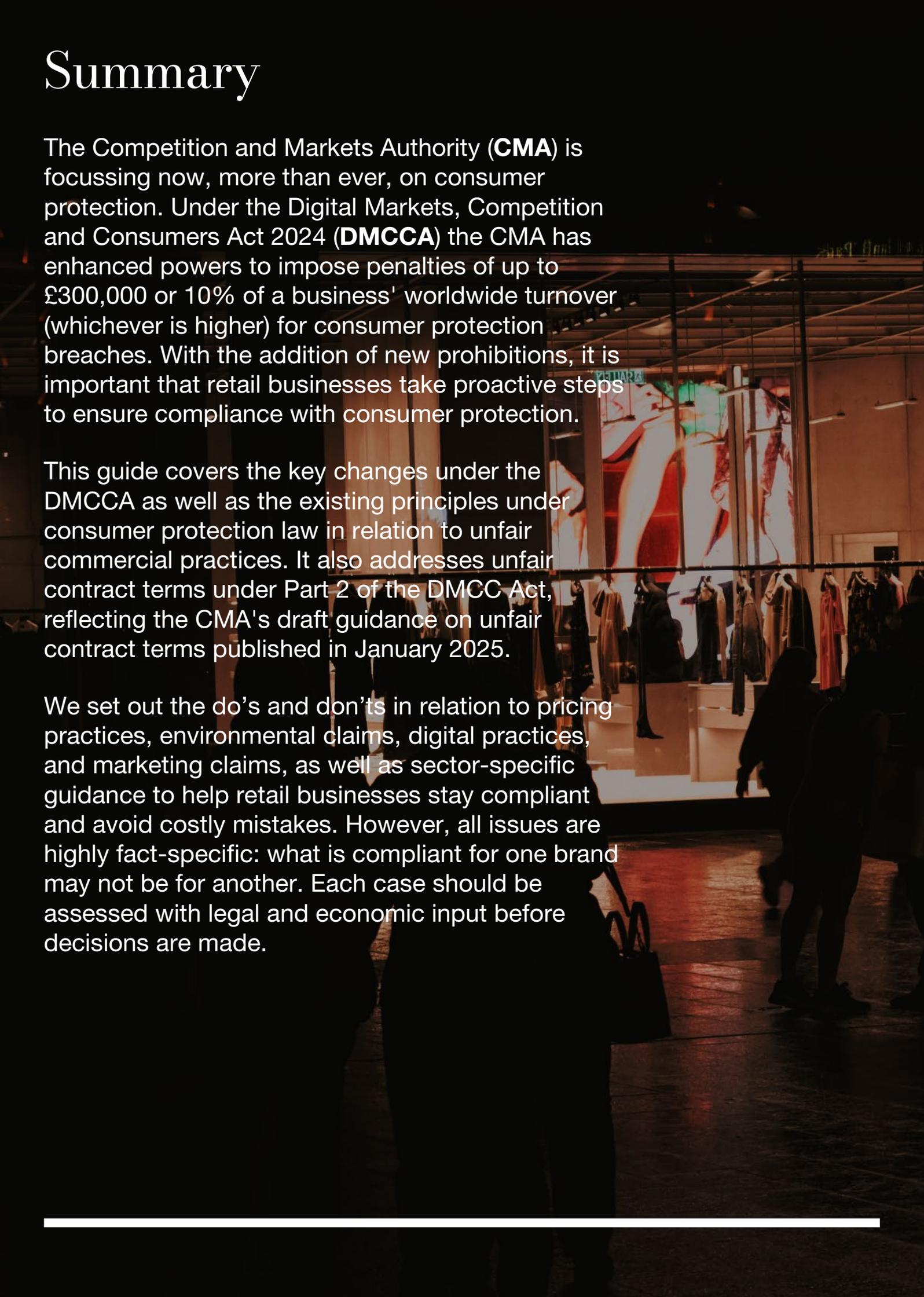
CMA consumer protection and greenwashing: practical guide for brands

Summary

The Competition and Markets Authority (**CMA**) is focussing now, more than ever, on consumer protection. Under the Digital Markets, Competition and Consumers Act 2024 (**DMCCA**) the CMA has enhanced powers to impose penalties of up to £300,000 or 10% of a business' worldwide turnover (whichever is higher) for consumer protection breaches. With the addition of new prohibitions, it is important that retail businesses take proactive steps to ensure compliance with consumer protection.

This guide covers the key changes under the DMCCA as well as the existing principles under consumer protection law in relation to unfair commercial practices. It also addresses unfair contract terms under Part 2 of the DMCC Act, reflecting the CMA's draft guidance on unfair contract terms published in January 2025.

We set out the do's and don'ts in relation to pricing practices, environmental claims, digital practices, and marketing claims, as well as sector-specific guidance to help retail businesses stay compliant and avoid costly mistakes. However, all issues are highly fact-specific: what is compliant for one brand may not be for another. Each case should be assessed with legal and economic input before decisions are made.



Current issues you need to know about

The DMCCA has restated prohibitions contained in the (now revoked and replaced) Consumer Protection from Unfair Trading Regulations 2008. It also introduces some new prohibitions and updates to existing ones which are aimed at protecting consumers.

A brief summary of the current issues in consumer protection that retail businesses should be aware of in light of the DMCCA is set out below, followed by tips on how to ensure compliance and what to avoid in relation to each.

CMA enforcement priorities for 2026-27

In April 2025, the CMA set out its approach to implementing an enhanced consumer protection regime under the DMCCA, which continues to drive priorities for 2026-27. The CMA is maintaining a strategic approach to implementing the new regime, helping businesses comply with new rules through guidance and proactive engagement, whilst taking direct enforcement action through investigations in priority areas.

The CMA is continuing to prioritise areas of essential spend to help people struggling with household budgets, and focussing action on more egregious practices where the law is clear. Key enforcement priorities include: aggressive sales practices that prey on consumers in vulnerable positions; providing objectively false information to consumers; banned practices including fake reviews; fees that are hidden until late in the purchase process; and contract terms that are clearly imbalanced and unfair, including those that impose unfair exit charges on consumers.

The CMA is progressing its first investigations under the new regime, which focus on price transparency and misleading online choice architecture in a range of sectors - from secondary ticketing, to homeware, and personal fitness. The CMA is also using advisory letters to alert companies to areas where they may be at risk of enforcement, which have already proven effective in delivering behavioural change without needing full enforcement action.

Understanding these enforcement priorities helps businesses assess where they may be at greatest risk and where the CMA is most likely to take action.

Greenwashing

There are no explicit provisions in the DMCCA regarding greenwashing, however the CMA considers it to be an unfair commercial practice and has previously published various pieces of guidance on the issue. It can be assumed that the same principles will continue to apply, but in the renewed context of the CMA's enhanced powers under the DMCCA. It therefore remains important that businesses are aware of what is a potential breach of consumer law in relation to environmental issues.

In line with the CMA's [Green Claims Code](#), greenwashing refers to misleading environmental claims e.g., where a business makes claims or omits information about its products, brand or operations which gives the impression they are either less harmful or more beneficial to the environment than they in fact are. Problems can arise in branding and advertising, as well as product names and descriptions.

Drip pricing

Drip pricing is a practice involving the omission of mandatory charges about a product upfront which are later added through the journey of a transaction. This includes delivery and postal charges, taxes and any other mandatory payments that a consumer will have to pay if they complete the purchase. It is a common practice in online sales transactions where an initial price is advertised but additional fees are introduced throughout the checkout process leading to a higher ultimate cost for the product. This makes it difficult for a consumer to make an informed choice and has been identified by the CMA as an unfair practice. The DMCCA requires businesses to provide the total price upfront at every stage (including advertising). The total price includes all mandatory fees as described above, or, if this is not possible due to the nature of the transaction, clear information must be provided about how the price will be calculated. This does not include genuinely optional charges, for example, an extended warranty on the products.

Unfair subscription contracts

The DMCCA introduces provisions which address concerns about consumers getting trapped in subscription contracts due to a lack of transparency about the terms. The types of contract covered by the DMCCA include the supply of goods, services, or digital content in exchange for payment and which (i) automatically recur for an indefinite or fixed period and give a consumer the right to cancel, and/or (ii) have a free/discounted trial and automatically renew at a price/higher rate and which give a consumer the right to cancel before the trial ends.

The prohibited practices include businesses hiding or not being clear about information regarding payment, renewal periods and cancellation rights. The new provisions require businesses to provide pre-contractual information, reminders of upcoming renewals (which consumers should be informed about pre-contract) and information about a consumer's rights to cancel the subscription. Additional mandatory 14-day "cooling-off" periods are also being introduced in respect of each renewal whereby consumers can cancel following an automatic renewal without any penalty. The government has indicated the new subscription rules are unlikely to commence before Autumn 2026, subject to secondary legislation and further guidance, but it is advisable for businesses to get ahead on this. Further information can be found [here](#).

Fake reviews

Fake reviews are now banned under the DMCCA. This includes reviews which are presented as being written by a consumer when they are not, and where a consumer is incentivised to write a review and this is not made clear in the review. It will be a breach for businesses to commission another person to write or submit a fake review or a review which conceals the fact it was incentivised, to publish reviews in a misleading way or without taking reasonable steps to prevent publishing fake or misleading reviews or to offer services facilitating any of the aforementioned. This will catch both consumer reviews and consumer review information, for example star ratings.

Businesses therefore have a positive duty to take reasonable and proportionate steps to monitor for, prevent and remove any offending reviews.

Unfair contract terms

Note: This section reflects the CMA's draft guidance on unfair contract terms, published in January 2026, which provides detailed direction on how Part 2 of the DMCC Act applies to consumer contracts.

Alongside the unfair commercial practices outlined above, businesses must ensure their contract terms and consumer notices comply with requirements on fairness and transparency. The CMA now has enhanced enforcement powers in this area, making it critical that retail businesses review their standard terms and conditions.

1. The fairness test

A term is unfair if, contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations under the contract to the detriment of the consumer.

When assessing whether a term is fair, all of the following must be considered:

- The nature of the subject matter of the contract
- All circumstances existing when the term was agreed
- All other terms of the contract or another contract on which the contract depends

2. The transparency requirement

Traders must ensure that a written term of a consumer contract, or a consumer notice in writing, is transparent. This means the term must be:

- Expressed in plain and intelligible language
- Legible
- Transparency goes beyond simply using clear words. Terms must be presented and explained in a way that enables the average consumer (reasonably well informed, observant and circumspect) to:
 - Understand their rights and obligations
 - Assess how the contract will operate in practice
 - Make informed choices

In practical terms, this means written terms must be easy to read with appropriate font, size, colour, spacing and background.

Poor quality, low contrast or small print may render terms non-transparent. Terms should be logically organised with clear headings, and important, onerous or unusual terms need appropriate emphasis - though making all terms equally prominent risks overwhelming consumers.

3. High-risk terms requiring careful review

The CMA's draft guidance identifies several categories of terms that are more likely to be unfair. Retail businesses should pay particular attention to:

a. Exclusion or limitation of liability terms

Terms that inappropriately exclude or limit the trader's liability are high risk, particularly where they relate to:

- Death or personal injury
- Faulty goods or poor service
- Matters within the trader's control

Overly broad disclaimers like "use at your own risk" or vague saving clauses like "your statutory rights are not affected" (without explanation of what this means) are likely to be unfair.

b. Price variation terms

Terms allowing price changes are potentially unfair where they:

- Leave the trader free to decide when to vary the price without objective justification
- Use formulas or methods making it impossible for consumers to work out in advance how much they will pay
- Fail to clearly set out the circumstances in which variation may occur and the method of calculating any price variation

Fair price variation terms should link increases to relevant published indices relating to actual costs, provide at least one month's notice, and give consumers a genuine right to cancel if they disagree with the increase.

c. Unilateral variation terms

Terms giving traders the right to vary contract terms, services or product characteristics after agreement are high risk, particularly where they:

- Allow changes without objective justification (e.g., legal/regulatory requirements)
- Don't provide adequate notice (generally at least one month)
- Don't give consumers a genuine right to cancel without penalty if they disagree

This is especially relevant for subscription contracts, where auto-renewal and variation terms must be carefully drafted.

d. Entire agreement clauses

Terms that disclaim liability for oral promises or statements made by employees or agents are likely to be unfair where they:

- State "no verbal agreements will be honoured"
- Purport to deny authority of employees to make binding statements
- Would allow traders to escape liability for promises consumers reasonably relied upon.

e. Time limits on consumer claims

Terms requiring consumers to notify defects or make claims within very short periods (e.g., 7 days) or stating consumers are "deemed to have accepted" goods after a short period are likely to be unfair. Time limits should be reasonable and not shorter than consumers' statutory rights.

f. Terms binding consumers without genuine opportunity to review

Terms that consumers have no real opportunity to become acquainted with before being bound are problematic. This includes:

- Requiring consumers to tick boxes accepting terms when they have no reasonable prospect of reading them
- Burying important terms in lengthy documents without highlighting them
- Hiding terms that contradict reasonable consumer expectations.

Consumers must be effectively alerted to important, onerous or potentially surprising terms during the marketing and sales process.

Practical implications

The transparency and fairness requirements apply across all consumer-facing documents, including:

- Standard terms and conditions
- Product descriptions and specifications (where these form part of the contract)
- Environmental claims in contracts
- Subscription agreements
- Returns and cancellation policies
- Variation and price adjustment clauses

Businesses should review all consumer contracts in light of these requirements, with particular focus on the high-risk categories identified above. See the "[What to do](#)" and "[What not to do](#)" sections below for specific guidance on compliant drafting.

CMA Powers

The DMCCA also introduced new powers for the CMA in relation to the enforcement of consumer protection. These are:

Direct fines

The CMA can decide if consumer protection laws have been infringed and can impose fines of up to £300,000 or 10% of a business' worldwide turnover (whichever is higher) without the need to go through court proceedings.

Undertakings

The CMA can accept undertakings from a business before it has issued a final infringement decision. This will include voluntary commitments from the business to change its conduct. Crucially this does not involve an admission of liability.

Settlement discounts

Businesses will be given the chance to enter settlement discussions with the CMA if they admit the infringing conduct and take steps to stop or mitigate it. Depending on when a business agrees to the terms for settlement discussions then the CMA can reduce the penalty by up to 40%.

What not to do

Set out below are key practices to be avoided which are covered under the DMCCA and/or the existing consumer protection laws.



Pricing practices – AVOID

Drip pricing

Avoid hiding mandatory charges or adding these charges at different stages of a transaction including delivery and postal charges, taxes and any other necessary payments.

Fake "was/now" pricing

Avoid including a higher price which is not genuine and might mislead a consumer into proceeding with a purchase on the basis that they are making a higher (or any) saving.

Misleading offers

Avoid making an offer for "free" products that actually have undisclosed conditions such as fees for packaging or administration. Also avoid advertising offers which suggest a product has a price advantage which is misleading. For example, advertising a product as "on sale" where it has been sold at the lower price for longer than the previous higher price.

Unfair price terms in contracts

When setting out pricing in contract terms, avoid using formulas that make it impossible for consumers to calculate the final price. You must also avoid giving yourself unilateral discretion to change prices without objective justification. It is also problematic to fail to specify clearly how and when prices may vary. Consumers must be ensured a genuine right to cancel if prices increase.



Environmental claims – AVOID

Vague terms

Avoid claiming that a product or collection is "eco-friendly" or "sustainable" without evidence or clarifying how it is so. This includes claiming that something is "greener" or "more environmentally friendly" without saying what the comparison point is.

Cherry-picking

Avoid highlighting one aspect of a product which is environmentally friendly while ignoring any negatives. For example, highlighting a product as "organic" when the production process involves using a significant amount of resources such as water.

Unsubstantiated claims

Avoid making any environmental claim or exaggerating claim without robust evidence that substantiates the entirety of the claim. For example, claiming that a product is "Made from recycled materials" when in fact only a small percentage meets that definition. This also includes suggesting a product or the business provides environmental benefits when they are necessary features or ordinary legal requirements that should be provided in any event.

Hiding important information

Avoid disguising or making it difficult for consumers to find important information about a product. Consumers should not have to take additional action in this respect.

This extends to contract terms: where contracts refer to "statutory rights" or legislation, summarise or explain these references in clear, simple ways, as consumers cannot be expected to conduct legal research. Anticipate where terms may have consequences the average consumer would not expect and set these out clearly.

Misleading imagery

Avoid including logos or images which mislead consumers as to a product's impact on the environment e.g., the recycling symbol.



Digital practices - AVOID

Dark patterns

Avoid using manipulative website design to trick or confuse consumers into making unintentional decisions e.g. automatically checking boxes void also web design that makes contract terms difficult to read or review. Making all terms equally prominent (rather than highlighting key terms) risks overwhelming consumers and rendering the presentation non-transparent.

Fake reviews

Avoid making it difficult for customers to submit negative reviews or for consumers to see negative reviews by highlighting only positive reviews.

Unfair subscriptions

Avoid including pre-ticked boxes or unclear auto-renewal terms and hiding details of minimum contract periods.

Binding consumers to unread terms

Avoid requiring consumers to accept terms by ticking a box when they have no reasonable prospect of reading and understanding them. Do not hide key terms that contradict consumer expectations. Consumers must be effectively alerted to important terms during the marketing and sales process.

Difficult cancellation

Avoid making it harder for consumers to cancel subscriptions than to sign up.



Marketing claims – AVOID

False scarcity or popularity

Avoid claiming that the business has limited stock when it is in fact plentiful or claiming that the business is shutting down when it is not i.e. advertising a "closing down sale". Avoid also making vague or false statements as to popularity e.g., labelling a product as a "bestseller" or that "10 people are viewing this product right now" when this is unsubstantiated.

Misleading countdown timers

Avoid falsely giving the impression that a consumer will miss out on a deal if they do not act quickly. Timers should not be used where a product or deal will continue to be offered after conclusion of the timer.

Bait and switch

Avoid advertising products at an attractive offer when they are unavailable and then encouraging consumers to purchase a different or more expensive product.

Unfair comparisons

Avoid comparing a product with a competitor's which are not intended to meet the same needs (can't be compared) and in a way which is unverifiable.

Wowcher example

There has been recent CMA enforcement against Wowcher which provides guidance on scarcity claims, countdown timers, and consumer rights.

In response to the CMA launching an investigation, Wowcher made undertakings in relation to:

- popularity claims -they must disclose the time periods which the claims apply to;
- scarcity claims - they should not be used where a business knows that the product will be restocked within the next 7 days; and
- checkout timers – they should only apply to specific prices in relation to a specific customer.

Wowcher also had to provide £4 million in refunds to consumers who were automatically enrolled for VIP membership via pre-ticked boxes.

Contract terms - common pitfalls to avoid

The CMA's draft guidance provides detailed examples of terms unlikely to be fair. Key pitfalls include:

Overly broad liability exclusions

Example - Unlikely to be fair: "The use by the member of any of the company's equipment or machinery or the facilities of any gym owned by or occupied by the company is entirely at the member's own risk."

This is too broad and could exclude liability even where the trader is at fault.

Unlimited variation rights

Example - Unlikely to be fair: "The company may at any time vary or add to these conditions as it deems necessary."

This gives the trader complete discretion without protecting the consumer.

Disclaiming oral promises

Example - Unlikely to be fair: "The company takes no responsibility for any verbal claims, or other offers made in conjunction with this offer by its distributors or agents, which are not included in this promotion."

This attempts to escape liability for statements consumers may have reasonably relied upon.

Unreasonably short time limits

Example - Unlikely to be fair: "Written notice of any defect in the goods when delivered shall be served upon the company within 7 days of delivery. The customer shall be deemed to have accepted the goods 7 days after delivery."

This imposes time limits that are too short and may conflict with statutory rights.

Please note: The "avoid" list highlights common pitfalls, but whether conduct is misleading or unfair will always turn on the specific facts and evidence available. Businesses should take advice before drawing conclusions.

What to do



Pricing practices - DO

Comprehensive pricing

Show the total price of a product upfront including all mandatory charges or if this is not possible, provide information on how the price will be calculated. Make sure this information is prominently displayed to the customer.

Genuine "was" prices

Only include higher pre-sale prices which were actually offered for a reasonable period.

Clear "free" offers

Ensure any terms and conditions of an offer are prominent and clear to a consumer. For example, the product may be free, but the consumer may be expected to pay for inflated delivery fees.

Honest price matching schemes

Ensure you have robust verification systems and provide consumers with information about how comparisons operate.

Fair price variation in contracts

If your contract terms include price variation rights, ensure they clearly set out the circumstances in which variation may occur (e.g., changes in underlying costs, regulatory requirements). Also, provide the method of calculating the price variation so consumers can foresee changes, and link increases to relevant published indices where appropriate. Give consumers at least one month's notice and a genuine right to cancel if they disagree.



Environmental claims - DO

Evidence first

Gather proof before making any green claims and ensure your suppliers can also back up their claims (it is good practice to get sight of any relevant certificates). Businesses must live up to all and any claims they make. This is easier to ensure where claims are based on clear criteria.

Be specific and factual

Describe fabrics and materials accurately, for example "30% recycled plastic" instead of just "eco-friendly". Use consumer friendly language and provide explanations for technical terms where necessary. The more knowledge a consumer has, the less likely a practice will be considered misleading and unfair.

Consider full life cycle

Be clear about the specific part of the product life cycle which the environmental claim relates to, for example, manufacturing, transportation, disposal. Using broad terminology may suggest to a consumer that the entire product or brand is environmentally friendly, when in fact it is only one aspect.

Include limitations

Be honest about any environmental trade-offs and whether there are any conditions or caveats that must apply for the claims to be true. For example, if the claim is that a product is "compostable", but it requires the consumer to take the product to a specific place for it to be compostable then this could be misleading.

Regular updates

Ensure that any evidence relied on is current and relevant and that any claims are accurate. If a claim is based on a corporate target, provide clear information about the timeframe you are working to in order to meet that target and the current status of your progress.



Digital practices - DO

Transparent web design

Help consumers make informed choices by showing relevant information prominently and clearly.

Genuine reviews only

Implement robust verification systems and publish internal policies which prohibit fake reviews. Ensure incentivised reviews are clearly identifiable and that positive reviews reflect the current reality (for example if a product has developed or changed since the review was submitted prior to this then it could be misleading).

Clear subscriptions

Make the subscription terms obvious before a consumer signs up, including payment and cancellation terms and the 14-day cooling-off rights that will apply not just at the start of the subscription but also upon each renewal. Provide reminder notices to consumers before renewal payments in accordance with the timing set out in the pre-contract information.

Easy cancellation

Provide consumers with a clear process for cancelling a subscription which makes it as simple as signing up and do not require unnecessary steps.



Marketing claims - DO

Genuine scarcity and popularity claims only

Ensure a scarcity claim is only made when stock levels are actually low and when you know they will not be replenished within 7 days of the claim. Popularity claims should be specific and based on sales figures, for example "25 sold in the last 24 hours".

Honest timers

Make sure countdown timers reflect real offer deadlines and are updated accordingly. The details of the offer, including to what products the timer applies and what will happen when the timer concludes, should be made clear to the consumer.

Available products

Ensure all advertised items are in stock.

Substantiated comparisons

Provide robust evidence which is shown prominently in the claim, for example if you claim to be the "Best value merchant" you should provide the data which backs it up.

Please note: These are guiding principles only rather than one-size-fits-all solutions. The right approach depends on the precise wording of claims, supporting data, and consumer context - matters best assessed jointly with legal and economic experts.

Sector specific guide

Fashion retailers

The CMA issued tailored fashion industry guidance in September 2024 and warned 17 fashion brands to review their practices in relation to green claims.

Common concerns expressed about the fashion industry include the use of broad terms like "sustainable" to describe products or collections without clear criteria, the making of misleading composition claims, and the presentation of products as "recycled" when the entire product is not in fact made of recycled materials.

We have set out below some high-risk areas that fashion retailers should be aware of, and some quick fixes to address them.

High-risks and quick fixes:

"Sustainable" collections without clear criteria

- Define clear criteria for what qualifies as "sustainable" and ensure that products which do not meet the minimum requirements are not falsely included through online filtering or navigation tools. For example, a minimum requirement could be that 60%+ of a product is made of recycled materials.
- Include the criteria in a prominent position for the consumer to see, for example on a drop-down field on your webpage next to the claim.
- Disclose the percentage of items in a collection that meet sustainability criteria.
- Avoid broad collection-wide claims unless all products meet the criteria.

Material claims without specific percentages

- Describe materials by reference to their objective properties, specify exact percentages of recycled, organic, or sustainable materials and avoid ambiguous description of materials such as "responsible cotton".
- Distinguish between different types of recycled content (pre-consumer vs post-consumer).
- Be clear about which parts of the product the claim relates to, for example you should not imply that the whole product is made from "organic" materials if it contains a non-negligible amount of non-organic materials.

Environmental impact claims

- Consider the full lifecycle impact of the product, not just selected aspects e.g. manufacturing.
- Acknowledge trade-offs between different environmental impacts.
- Provide context for the environmental benefits claimed.

Recycling programmes without transparency

- Provide a clear explanation of what items are accepted.
- Be transparent about the recycling process and outcomes.
- Give an honest assessment of the environmental benefits.

Quick fixes:

- Define the sustainability criteria clearly.
- State the exact percentages of sustainable materials.
- Explain what happens to recycled items.

In the fashion industry especially, the CMA has stressed that environmental claims must be assessed against the actual supply chain, composition data of the products, and consumer understanding. Legal and economic analysis will therefore be needed before adopting new claims or collections.

Online retailers

High risks and quick fixes:

Drip pricing at checkout

- Be upfront about the total price from the start.
- Provide information that will allow consumers to calculate the total price.
- Don't add surprise mandatory fees which consumers must pay at the end.

Fake or incentivised reviews

- Implement review verification.
- Remove any fake reviews.
- Label clearly any reviews that are sponsored or incentivised.

Dark pattern website design

- Simplify user journey and choices on the website.
- Avoid auto-ticked boxes and auto-enrolling consumers.

Subscription services

High risks and quick fixes:

Hidden auto-renewal and payment terms

- Provide clear renewal and payment terms upfront.
- Provide renewal notices to consumers.

Difficult cancellation processes

- Adopt a one-click cancellation process.

Pre-ticked additional services

- Ensure explicit consumer consent is obtained for extras.
- Remove any auto-ticked boxes for additional services.

Subscription risks are context-driven - the precise language, prominence, and consumer journey all matter. Legal and economic teams should test designs before launch.

Immediate action checklist



Audit current practices

- Review all your live marketing for any prohibited practices.
- Check your website for drip pricing and dark patterns.
- Audit all environmental claims for evidence.
- Review your subscription and cancellation processes.
- Review all contract terms and conditions for fairness and transparency in light of the CMA's draft guidance on unfair contract terms (January 2025).
- Check exclusion and limitation of liability clauses.
- Assess variation clauses (notice periods, consumer cancellation rights).
- Verify price variation terms include clear justification and methodology.
- Assess whether important terms are properly highlighted.



Quick fixes

- Remove any unsupported environmental claims.
- Fix any drip pricing issues.
- Simplify subscription cancellation processes.
- Update staff training on new rules.
- Revise overly broad exclusion clauses to be narrow and specific.
- Add clear notice periods and cancellation rights to variation terms.
- Improve legibility and presentation of written terms.
- Replace vague legal jargon (e.g., "statutory rights not affected") with clear explanations.



Evidence gathering

- Collect evidence for retained environmental claims.
- Document your pricing and promotional practices.
- Review and verify customer review systems.
- Update terms and conditions.
- Document the rationale for any exclusion or limitation terms.
- Review the consumer journey to ensure genuine opportunity to review terms.



Ongoing monitoring

- Implement regular compliance checks.
- Set up regulatory update alerts.
- Establish legal review processes.
- Monitor for CMA guidance updates on unfair contract terms.
- Regularly review contract templates for fairness and transparency.
- Keep abreast of enforcement decisions on unfair terms.
- Create incident response procedures.

This checklist is a useful starting point, but each business should tailor it to its products, marketing channels, and risk profile with professional advice.

Seek legal advice immediately

Contact lawyers urgently if:

- The CMA sends information requests or opens an investigation.
- You receive complaints about misleading practices.
- You are planning major environmental marketing campaigns.
- You are launching new subscription services.
- You are considering comparative advertising.
- You are receiving media attention about practices.
- You are introducing new variation or price adjustment mechanisms.
- You have concerns about whether your terms meet transparency requirements.

Given the CMA's new powers, early coordinated input from both legal and economic experts can materially affect outcomes of investigations and penalty exposure.

Response time

If the CMA contacts you:

1	Don't panic - but treat it seriously
2	Contact lawyers immediately - before responding
3	Preserve documents - don't delete anything
4	Brief senior management - ensure board awareness
5	Consider settlement - early engagement with the CMA can reduce penalties

Meet the team



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Gwen is a Partner in the Competition group in the Innovation department.

Gwen has a broad competition practice, advising clients in relation to transactions, commercial agreements, competition compliance and litigation.

Gwen has extensive experience advising clients on:

- Merger control (including coordination of multijurisdictional filings, and Foreign Direct Investment controls)
- Exclusivity and non-compete clauses within agreements (including land agreements)
- Distribution and licencing agreements
- Investigations by the European Commission and Dawn Raids
- Complaints to the CMA

Gwen also has extensive experience of advising clients in competition damages claims in the High Court, Competition Appeal Tribunal, and arbitrations, including a number of interchange fee claims. Gwen recently advised Justin Le Patourel, the class representative, in the first collective action to be brought to trial in the UK (against BT Plc).



Aastha Mantri

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Aastha Mantri is an Associate Director at Economic Insight, where she draws on over a decade of experience advising clients on the economics of competition law, litigation, and regulatory matters. She specialises in helping businesses, law firms, and regulators navigate complex competition and regulatory challenges, combining technical expertise with clear, strategic advice.

Aastha has advised clients on all aspects of competition policy — including mergers and acquisitions, market investigations, abuse of dominance cases, and cartel inquiries — across a range of sectors and jurisdictions. She is trusted by her clients for her ability to respond strategically in fast-moving situations, translating complex economic analysis into clear, persuasive arguments.

She also has extensive expertise in competition litigation and damages claims, including class actions, collective proceedings, and follow-on claims, often working closely with legal teams to develop compelling economic evidence for court proceedings. Aastha has provided evidence to courts and regulatory authorities, helping shape significant rulings and decisions.

Before joining Economic Insight, Aastha worked at Compass Lexecon, where she specialised in non-contentious competition matters. Earlier in her career, she held a range of roles at the UK's Department for Transport, where she advised on major infrastructure projects, including airport expansion and high-speed rail.

Aastha holds an MSc in Economics (with Distinction) from the London School of Economics and Political Science (LSE), and a First-Class Bachelor's degree in Economics from the University of Bristol. She is regularly invited to speak at conferences and to contribute articles on developments in the competition and regulatory landscape.

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