Submission from Mindful Chef on the Draft Consumer Subscription Contracts (Cancellation and Information) Regulations 2026

I am writing with regard to the proposed introduction of the new cooling-off rights in respect of the subscription contracts regime under the Digital Markets, Competition and Consumers Act 2024.

As a recipe box business, Mindful Chef has genuine concerns as the proposed rules would allow customers to receive a full refund up until the time goods are "supplied". This is to be interpreted as the physical delivery of goods to the customer.

Following the placement of an order on our website, our operational model requires perishable and fresh ingredients to be packed into recipe boxes and then dispatched to our customers. At the point the ingredients for the recipe box are committed to a customer order, and days before it is delivered and received by the customer, unrecoverable costs are incurred.

If a customer chose to cancel an order and receive a full refund from the point the order is confirmed in our internal systems and before the box is received by that customer, Mindful Chef would incur significant costs and would be unable to redirect or resell the perishable items in the recipe box (for various reasons including compliance with food safety regulations). This would also result in a significant amount of food wastage as it would be necessary to dispose of all the ingredients.

21 October 2026

Submission from HelloFresh on the Draft Consumer Subscription Contracts (Cancellation and Information) Regulations 2026

Summary

The secondary legislation SI 2026 under the Digital Markets, Competition and Consumers Act (DMCCA) laid before Parliament on 19 October 2026, introduces cooling-off rights which allow consumers to cancel a perishable or bespoke subscription order and receive a full refund, including delivery costs, until the goods are "supplied", understood as physical delivery. This raises particular challenges for perishable and bespoke goods, causing economic losses for traders, as well as avoidable food waste, and creating new avenues to fraud.

The issue has a simple solution. A fixed cancellation cut-off before scheduled delivery would give consumers a clear window to cancel, while limiting the waste, unrecoverable cost and abuse that a full refund until delivery would create. Section 267(2) of the Digital Markets, Competition and Consumers Act 2024 already allows the regulations to set such a cut-off point.

The overarching issue

HelloFresh has engaged with the Government on the DMCCA throughout the consultation process over the past few years. We support the Act's objective of strengthening consumer protection, including an appropriate cooling-off right, and welcome the Government's engagement with industry through its recent consultations. The 14-day cooling-off period during which customers may cancel and receive a full refund until goods are "supplied", interpreted as physical delivery, is a sensible approach for most subscription goods. However, it raises particular challenges for perishable and bespoke subscription goods.

Meal kit providers, like HelloFresh for example, produce bespoke boxes containing fresh ingredients according to customers' individual selections. Once a box has been produced – and well before delivery – the costs are fully committed and the food cannot easily be recovered or reused.

Under the proposed secondary legislation, a customer could cancel and receive a full refund after a box has been produced and dispatched, while it is already in transit. At that stage, the goods cannot be unpacked, redirected or resold. The same problem applies directly to other perishable and bespoke subscription models such as flowers and fresh pet food. The financial exposure, with the trader bearing the full cost without being able to repurpose or sell the goods, and resulting waste, including food waste, would be substantial.

These consequences will arise from ordinary last-minute cancellations, for example when a customer receives a delivery reminder on the day of delivery, or sees the delivery van approaching, and decides at the last minute that they no longer want the box.

Initially, the Government consulted on "dispatch", the point at which the trader sends the goods, as the cut-off for a full refund. However, in its response to the consultation in April 2026 the Government announced that it would use "supply" instead, on the basis that supply is "an established concept in consumer law" that gives traders and consumers greater clarity.

An academic opinion by Professor Christine Riefa of the University of Reading, commissioned by HelloFresh and attached to this submission shows that this justification is mistaken. According to her, "supply" has no single settled meaning across UK consumer law. The DMCCA, the Consumer Rights Act 2015 and the Sale of Goods Act each use it differently: sometimes as contractual performance, sometimes as delivery, and sometimes as transfer of possession. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 do not use the term at all, relying instead on goods "coming into the physical possession of the consumer."

The Government also moved from "dispatch" to "supply" without giving stakeholders an opportunity to comment on that approach, despite promising to consult on it. The consultation responses are not publicly available, so the reasons for the change have not been explained.

Professor Riefa's academic opinion also criticises the disproportion of the chosen approach. If "supply" is read as delivery, a consumer who cancels on the doorstep before taking the box receives a full refund, including delivery costs. A cancellation moments later, after acceptance, could reduce the refund to near zero. The proposal also sits awkwardly with the rest of consumer law:

- Under the existing CCRs 2013, bespoke goods and goods liable to deteriorate or expire rapidly are excluded from the statutory cancellation right. A one-off purchase of a perishable item carries no cooling-off right, while the identical item bought by subscription would keep that right until delivery.
- The DMCCA treats digital content more accommodatingly, allowing consumers to waive cooling-off rights by consenting to immediate supply. Digital content is cheaper for traders to provide than perishable goods, yet perishables would receive the less workable treatment.

Professor Riefa's opinion concludes that this outcome does not match the Government's own stated aim that neither consumer nor trader should be unfairly out of pocket.

Moreover, these new rules add little value in terms of additional benefits for consumers in the case of perishable goods subscriptions. Across our industry, an existing flexibility to cancel each week before the next order cut-off point is standard practice.

Risk of fraud and deliberate abuse

HelloFresh and other subscription perishable goods providers already face significant fraud and other abusive behaviour. This activity can broadly be categorised as follows:

1. **Voucher fraud:** individuals create multiple accounts to claim introductory promotional offers repeatedly.
2. **Referral fraud:** customers refer themselves, or collude with others to collect multiple referral bonuses and discounts.
3. **Refund and compensation fraud:** customers falsely claim that items were not received, were damaged or were faulty, to obtain refunds or credits.
4. **Third-party scams:** fraudsters advertise heavily discounted boxes on fake websites or social media, set up accounts using victims' details, and arrange delivery of only some of the goods or none, leaving the customer and the company to deal with the consequences.

This type of behaviour is not confined to isolated examples, it is widespread.

The proposed rule will create additional avenues for abuse and expose businesses to losses even where the food has been delivered and consumed. In particular, users can order a box with the intention of deliberately cancelling it before delivery. After a box has been collected by a courier, it is extremely challenging to cancel an item that is out for delivery and the overwhelming majority of boxes cancelled at short notice will be delivered despite cancellation. A customer could therefore receive the box despite having cancelled before delivery and claim a full refund. This could then be repeated by immediately reactivating the subscription for the following week and any controls introduced may be bypassed by users creating multiple accounts to evade detection.

The proposed rule would also create the opportunity for more third-party scams, similar to those already used to abuse existing discount structures. For example, fraudsters could advertise discounted boxes, collect direct payment from victims, create accounts using victims' details and then cancel the box once it is in transit. The fraudster could then keep the victims' payments and claim refunds from the merchant.

The proposed solution

The Government's aims can be met without these harms. Professor Riefa's preferred option is a cooling-off refund cut-off, set either as a fixed period before delivery (for example, five days) or as a clearly disclosed cut-off date set by the trader in the contract. Section 267(2) already allows regulations to set a specific cut-off point for exercising the right to cancel, and to attach conditions to it. The regulations should identify a transparent, objectively defined point at which the goods have been irreversibly committed to the consumer.

We propose that during a cooling-off period a consumer is entitled to cancel their subscription at any time, and to a full refund for an order cancelled up until three days before its scheduled delivery. The

cut-off would need to be clearly stated at checkout and in any cooling-off notice, in accordance with the existing information provisions in the DMCCA. After the cut-off passes, consumers can still cancel all future deliveries. The trader would deliver the order already in preparation.

This model gives consumers a clear, predictable window for every order while limiting the waste, unrecoverable cost and abuse that a full refund until delivery would create. Perishable food subscriptions operate on a rolling basis of discrete, single orders. A cut-off tied to the scheduled delivery date fits the operational requirements of the whole sector, not just a single business.

21 October 2026

Response from the Department for Business, Innovation, Science and Trade

Why are perishable goods subscriptions in scope of the subscription rules?

The DMCCA provides consumers with cooling-off rights for subscription contracts including after the contract is entered. This reflects the fact that consumers who enter into a subscription, in comparison with a one off-purchase, take on ongoing payment obligations until or unless they cancel.

In some instances, the subscription may not meet the needs or desires of that consumer and that is why a cooling off right gives them an opportunity to change their mind before they take on the ongoing financial burden.

Whilst there are a very limited number of exclusions from the subscription contracts regime, we did not exclude perishable goods for a number of policy reasons. These include:

- **The subscriptions business model and perishable goods delivery market has grown dramatically in the last decade**. As a starting point, we did consider Regulation 28 of the existing Consumer Contracts Regulations 2013 (CCRs), which has an exclusion for perishable goods from the CCRs cooling-off period. However, we concluded that approach to be unsuitable now, because we've seen such a boom in this area. Perishable goods subscriptions now cover a wide range of products, for example, meal kits, fresh fruit and veg, flowers, milk and cheese. Subscriptions business models are increasingly popular. Based off consumer survey evidence, the Subscriptions Impact Assessment estimates around 10% of active subscriptions are for 'perishable and bespoke goods'.[1] The Government estimates consumers spend around £2.1 billion each year on subscriptions they do not want. This implies around £200 million unwanted spend per a year associated with this part of the market, although we do not have sufficiently granular evidence to estimate the figure directly.

- **Excluding this sector would have created a broad gap in coverage of consumer protections**. The Government Impact Assessment estimates there are around 15 million active 'perishable or bespoke' goods subscriptions. Taking the same approach as the CCRs for these goods could have meant that a substantial number of households would be subject to ongoing financial burdens until they exercised rights under the contract to bring their contract to an end.

- **We discounted options for additional flexibility for the perishable goods sector as they would have either been unworkable for industry or led to disproportionate control by businesses**, which was at odds with the approach taken across the economy to support consumers.

Details on the Government Consultation and response

The Government consulted on the implementation of the subscription rules between November 2024 and February 2025, received 75 responses from across a range of sectors, and published its response in April 2025. During the consultation, we engaged with a range of stakeholders, including businesses operating subscription models for perishable goods.

We recognised that perishable goods have some distinct features. In particular, stakeholders explained that businesses typically set their own 'cut off' date after which a consumer cannot cancel their order, and these vary between businesses. For example, some have 5 days, some 3, some 48 hours. Given this, when Government consulted on the implementation of the subscription rules, we included a proposal to use

[1] Impact Assessment, p. 37

'dispatch date' as the point after which consumers would not receive a refund if they cancelled during a cooling-off period.

However, feedback from industry was that this was not workable. For example, 'dispatch date' could not always be clearly defined in advance and therefore could not be reliably communicated to consumers. As a result of industry feedback, this alternative was not taken forward.

The subscription rules apply across the economy, regardless of contract length, and to a wide range of sectors and business models. Whilst some companies have proposed approaches based on the way their particular business model works (for example, a weekly meal kit subscription), the rules need to be principled and flexible enough to be applied to different business models which vary and could change in the future. We have therefore avoided overly prescriptive rules or tailoring legislation to any particular contract model.

We carefully considered alternative approaches, including those suggested by stakeholders. However, these would likely have led to a narrow window for the cooling-off right for consumers, tipping the balance of power towards businesses and at the same time introducing unhelpful complexity for both groups.

To give an example, if the company is able to restrict when the consumer can exercise their cancellation right in their contract (e.g. 'five days before scheduled delivery'), they would essentially set the cooling-off period in their contract. A consumer's cooling-off period would therefore vary from company to company, and it would always be for the business to determine it, undermining the concept of a statutory consumer right.

We also considered proposals to make the consumer liable to pay for perishable goods which are scheduled to be supplied after the contract has been cancelled. However, this approach did not sit comfortably with the effect of contract cancellation, which ends the trader's obligations to carrying out further supplies.

We therefore decided to use the concept of goods being 'supplied'. This is consistent with how refunds are determined for service contracts under the existing CCRs and with the approach taken for service contracts under the new subscription rules. Under this approach, consumers pay for what has been supplied before the contract is cancelled. and only receive a refund if something has not been supplied.

"Supply" is an established concept in consumer legislation. For example, section 1 of the Consumer Rights Act 2015 refers to the supply of goods, digital content and services, and regulation 28 of the CCRs refers to the supply of personalised and perishable goods. However, the meaning and effect of "supply" should be considered in the context of the particular provision. Its established use does not mean that every reference to supply in consumer legislation identifies an identical point in the transaction. Here, the relevant wording concerns goods "supplied to the consumer", rather than "supply" considered in isolation.

Using "supply" also provides consistency with how service contracts are treated under the subscription rules Similarly, in the context of perishable goods subscriptions, we have restricted the period during which a consumer can exercise the cancellation right during the initial cooling-off period, with the effect that consumers have the same length to cancel as service contracts (14 days after the contract is entered), rather than the cancellation period starting when the contract is entered and ending 14 days after the goods are received, as is the normal case for goods contracts. .

Is there a risk of abuse by consumers?

Some companies have raised concerns that consumers could take advantage of the initial cooling-off period, for example by signing up, waiting for the order to be sent, and then cancelling for a refund.

As with any sector, whilst there is a risk of abuse by consumers, we have not seen evidence that there is a higher risk of abuse than in other areas. Ultimately businesses have a measure of control of how they structure services and how refunds work in practice depend on contract structure.

27 October 2026