

4 THE BREACHES

- 4.1 In this section, paragraphs 4.3 to 4.24 relate to the CPRs and 4.25 to 4.31 to the BPRs. For the breaches, we look at each type of breach individually. In practice, however, they might be looked at together. For example, under the CPRs it might be the combined effect of a misleading action and misleading omission that causes the average consumer to take a different transactional decision.²¹
- 4.2 The regulations have broad coverage and the types of breaches which could arise will depend on the particular services your business offers. For a traditional estate agency, for example, many of the examples in this section may be relevant. At the other end of the spectrum, a business carrying out a service simply of advertising property for sale by others may have little or no direct contact with buyers or sellers. The activities carried out must still comply with the regulations but the standards necessary to ensure this will be different.

Giving misleading information to consumers

- 4.3 It is a breach of the CPRs for businesses to give misleading information to consumers, for example false or deceptive advertisements or statements, where this causes or is likely to cause the average consumer to take a different transactional decision. This is known as a misleading action (regulation 5).²²
- 4.4 An unfair commercial practice may mislead consumers through the false information it contains, or through the practice itself, or because its overall presentation is deceptive or is likely to be deceptive – even where the information it contains, taken literally, is factually correct.
- 4.5 Misleading information may be given verbally, in writing or visually. This could include, for example

²¹ *OFT v Purely Creative Limited and others* [2011] EWHC 106 (Ch).

²² This breach is very similar to the prohibition on making false or misleading statements in the Property Misdescriptions Act 1991.