

Zero deforestation commitments under the lens of consumer protection law

Although companies' voluntary commitments to zero deforestation or deforestation-free supply chains are to be applauded, they also come with responsibility. An increasing number of consumers are becoming environmentally conscious, and they legitimately expect that when products are said to be produced in environmentally sound ways, they actually are. But if they are not, how can companies be held to account? One legal avenue is consumer protection law, though it does not apply to all company communications concerning environmental pledges. Nonetheless, the legal standards that such laws

contain should guide how zero deforestation commitments are used, and reliance on these principles can strengthen consumer and general public confidence in environmental claims, and avoid front-runner companies being undercut by competitors who falsely claim to act on their pledges.



In the EU, the Unfair Commercial Practices Directive (UCPD) and corresponding national laws can highlight company inaction and demand greater accuracy when companies make

voluntary commitments. For a case under the UCPD to successfully highlight an unfulfilled voluntary commitment, two main conditions must be present. There must be an unfair commercial practice directly connected to the promotion of goods to consumers, and the practice must be likely to have an influence on an average consumer's purchasing decision. However, only case-by-case analyses under national law will provide a definite answer as to whether the UCPD could be used to scrutinize a given pledge. Nonetheless, ClientEarth has identified certain general scenarios about when and how the UCPD could be used to bring a case (see www.clientearth.org/zero-deforestation-commitments-using-law-keep-companies-accountable).

Concerning the form of a commitment, a reference to deforestation-free or zero deforestation made on packaging or during an advertisement is likely to be considered a commercial practice, whereas a publicly made commitment unconnected to the sale of a product, such as a statement in an annual report, is unlikely to fall under the scope of the UCPD.

Concerning content, a voluntary commitment could be considered an unfair practice if it contains misleading information, such as a vague or general statement, or one that is not supported by evidence. To comply with EU consumer protection law, company communications to consumers about zero deforestation commitments must, to the maximum extent possible, be specific, accurate and unambiguous. Companies must also pay attention to how they detail the policies implemented as part of their voluntary commitments, and should monitor progress, including intermediary milestones, and make this information widely available.

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