

HOUSE BILL NO. 2515  
AMENDMENT IN THE NATURE OF A SUBSTITUTE  
(Proposed by the House Committee on Labor and Commerce  
on )  
(Patron Prior to Substitute—Delegate McClure)

*A BILL to amend and reenact §§ 59.1-200, as it is currently effective and as it shall become effective, 59.1-586, and 59.1-587 of the Code of Virginia and to amend the Code of Virginia by adding in Title 59.1 a chapter numbered 58, consisting of sections numbered 59.1-607 through 59.1-610, relating to Virginia Consumer Protection Act; prohibited practices; mandatory fees or surcharges disclosure.*

on \_\_\_\_\_)

**Be it enacted by the General Assembly of Virginia:**

**1. That §§ 59.1-200, as it is currently effective and as it shall become effective, 59.1-586, and 59.1-587 of the Code of Virginia are amended and reenacted and that the Code of Virginia is amended by adding in Title 59.1 a chapter numbered 58, consisting of sections numbered 59.1-607 through 59.1-610, as follows:**

**§ 59.1-200. (Effective until July 1, 2025) Prohibited practices.**

A. The following fraudulent acts or practices committed by a supplier in connection with a consumer transaction are hereby declared unlawful:

1. Misrepresenting goods or services as those of another;
2. Misrepresenting the source, sponsorship, approval, or certification of goods or services;
3. Misrepresenting the affiliation, connection, or association of the supplier, or of the goods or services, with another;
4. Misrepresenting geographic origin in connection with goods or services;
5. Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or benefits;
6. Misrepresenting that goods or services are of a particular standard, quality, grade, style, or model;
7. Advertising or offering for sale goods that are used, secondhand, repossessed, defective, blemished, deteriorated, or reconditioned, or that are "seconds," irregulars, imperfections, or "not first class," without clearly and unequivocally indicating in the advertisement or offer for sale that the goods are used, secondhand, repossessed, defective, blemished, deteriorated, reconditioned, or are "seconds," irregulars, imperfections, or

31 "not first class";

32 8. Advertising goods or services with intent not to sell them as advertised, or with intent not to sell at the  
33 price or upon the terms advertised.

34 In any action brought under this subdivision, the refusal by any person, or any employee, agent, or servant  
35 thereof, to sell any goods or services advertised or offered for sale at the price or upon the terms advertised or  
36 offered, shall be prima facie evidence of a violation of this subdivision. This paragraph shall not apply when  
37 it is clearly and conspicuously stated in the advertisement or offer by which such goods or services are  
38 advertised or offered for sale, that the supplier or offeror has a limited quantity or amount of such goods or  
39 services for sale, and the supplier or offeror at the time of such advertisement or offer did in fact have or  
40 reasonably expected to have at least such quantity or amount for sale;

41 9. Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of  
42 price reductions;

43 10. Misrepresenting that repairs, alterations, modifications, or services have been performed or parts  
44 installed;

45 11. Misrepresenting by the use of any written or documentary material that appears to be an invoice or bill  
46 for merchandise or services previously ordered;

47 12. Notwithstanding any other provision of law, using in any manner the words "wholesale,"  
48 "wholesaler," "factory," or "manufacturer" in the supplier's name, or to describe the nature of the supplier's  
49 business, unless the supplier is actually engaged primarily in selling at wholesale or in manufacturing the  
50 goods or services advertised or offered for sale;

51 13. Using in any contract or lease any liquidated damage clause, penalty clause, or waiver of defense, or  
52 attempting to collect any liquidated damages or penalties under any clause, waiver, damages, or penalties that  
53 are void or unenforceable under any otherwise applicable laws of the Commonwealth, or under federal  
54 statutes or regulations;

55 13a. Failing to provide to a consumer, or failing to use or include in any written document or material  
56 provided to or executed by a consumer, in connection with a consumer transaction any statement, disclosure,  
57 notice, or other information however characterized when the supplier is required by 16 C.F.R. Part 433 to so  
58 provide, use, or include the statement, disclosure, notice, or other information in connection with the  
59 consumer transaction;

14. Using any other deception, fraud, false pretense, false promise, or misrepresentation in connection with a consumer transaction;

15. Violating any provision of § 3.2-6509, 3.2-6512, 3.2-6513, 3.2-6513.1, 3.2-6514, 3.2-6515, 3.2-6516, or 3.2-6519 is a violation of this chapter;

16. Failing to disclose all conditions, charges, or fees relating to:

a. The return of goods for refund, exchange, or credit. Such disclosure shall be by means of a sign attached to the goods, or placed in a conspicuous public area of the premises of the supplier, so as to be readily noticeable and readable by the person obtaining the goods from the supplier. If the supplier does not permit a refund, exchange, or credit for return, he shall so state on a similar sign. The provisions of this subdivision shall not apply to any retail merchant who has a policy of providing, for a period of not less than 20 days after date of purchase, a cash refund or credit to the purchaser's credit card account for the return of defective, unused, or undamaged merchandise upon presentation of proof of purchase. In the case of merchandise paid for by check, the purchase shall be treated as a cash purchase and any refund may be delayed for a period of 10 banking days to allow for the check to clear. This subdivision does not apply to sale merchandise that is obviously distressed, out of date, post season, or otherwise reduced for clearance; nor does this subdivision apply to special order purchases where the purchaser has requested the supplier to order merchandise of a specific or unusual size, color, or brand not ordinarily carried in the store or the store's catalog; nor shall this subdivision apply in connection with a transaction for the sale or lease of motor vehicles, farm tractors, or motorcycles as defined in § 46.2-100;

b. A layaway agreement. Such disclosure shall be furnished to the consumer (i) in writing at the time of the layaway agreement, or (ii) by means of a sign placed in a conspicuous public area of the premises of the supplier, so as to be readily noticeable and readable by the consumer, or (iii) on the bill of sale. Disclosure shall include the conditions, charges, or fees in the event that a consumer breaches the agreement;

16a. Failing to provide written notice to a consumer of an existing open-end credit balance in excess of \$5 (i) on an account maintained by the supplier and (ii) resulting from such consumer's overpayment on such account. Suppliers shall give consumers written notice of such credit balances within 60 days of receiving overpayments. If the credit balance information is incorporated into statements of account furnished consumers by suppliers within such 60-day period, no separate or additional notice is required;

17. If a supplier enters into a written agreement with a consumer to resolve a dispute that arises in

- 89 connection with a consumer transaction, failing to adhere to the terms and conditions of such an agreement;
- 90 18. Violating any provision of the Virginia Health Club Act, Chapter 24 (§ 59.1-294 et seq.);
- 91 19. Violating any provision of the Virginia Home Solicitation Sales Act, Chapter 2.1 (§ 59.1-21.1 et seq.);
- 92 20. Violating any provision of the Automobile Repair Facilities Act, Chapter 17.1 (§ 59.1-207.1 et seq.);
- 93 21. Violating any provision of the Virginia Lease-Purchase Agreement Act, Chapter 17.4 (§ 59.1-207.17
- 94 et seq.);
- 95 22. Violating any provision of the Prizes and Gifts Act, Chapter 31 (§ 59.1-415 et seq.);
- 96 23. Violating any provision of the Virginia Public Telephone Information Act, Chapter 32 (§ 59.1-424 et
- 97 seq.);
- 98 24. Violating any provision of § 54.1-1505;
- 99 25. Violating any provision of the Motor Vehicle Manufacturers' Warranty Adjustment Act, Chapter 17.6
- 100 (§ 59.1-207.34 et seq.);
- 101 26. Violating any provision of § 3.2-5627, relating to the pricing of merchandise;
- 102 27. Violating any provision of the Pay-Per-Call Services Act, Chapter 33 (§ 59.1-429 et seq.);
- 103 28. Violating any provision of the Extended Service Contract Act, Chapter 34 (§ 59.1-435 et seq.);
- 104 29. Violating any provision of the Virginia Membership Camping Act, Chapter 25 (§ 59.1-311 et seq.);
- 105 30. Violating any provision of the Comparison Price Advertising Act, Chapter 17.7 (§ 59.1-207.40 et
- 106 seq.);
- 107 31. Violating any provision of the Virginia Travel Club Act, Chapter 36 (§ 59.1-445 et seq.);
- 108 32. Violating any provision of §§ 46.2-1231 and 46.2-1233.1;
- 109 33. Violating any provision of Chapter 40 (§ 54.1-4000 et seq.) of Title 54.1;
- 110 34. Violating any provision of Chapter 10.1 (§ 58.1-1031 et seq.) of Title 58.1;
- 111 35. Using the consumer's social security number as the consumer's account number with the supplier, if
- 112 the consumer has requested in writing that the supplier use an alternate number not associated with the
- 113 consumer's social security number;
- 114 36. Violating any provision of Chapter 18 (§ 6.2-1800 et seq.) of Title 6.2;
- 115 37. Violating any provision of § 8.01-40.2;
- 116 38. Violating any provision of Article 7 (§ 32.1-212 et seq.) of Chapter 6 of Title 32.1;
- 117 39. Violating any provision of Chapter 34.1 (§ 59.1-441.1 et seq.);

- 118 40. Violating any provision of Chapter 20 (§ 6.2-2000 et seq.) of Title 6.2;
- 119 41. Violating any provision of the Virginia Post-Disaster Anti-Price Gouging Act, Chapter 46 (§ 59.1-525  
120 et seq.). For the purposes of this subdivision, "consumer transaction" has the same meaning as provided in §  
121 59.1-526;
- 122 42. Violating any provision of Chapter 47 (§ 59.1-530 et seq.);
- 123 43. Violating any provision of § 59.1-443.2;
- 124 44. Violating any provision of Chapter 48 (§ 59.1-533 et seq.);
- 125 45. Violating any provision of Chapter 25 (§ 6.2-2500 et seq.) of Title 6.2;
- 126 46. Violating the provisions of clause (i) of subsection B of § 54.1-1115;
- 127 47. Violating any provision of § 18.2-239;
- 128 48. Violating any provision of Chapter 26 (§ 59.1-336 et seq.);
- 129 49. Selling, offering for sale, or manufacturing for sale a children's product the supplier knows or has  
130 reason to know was recalled by the U.S. Consumer Product Safety Commission. There is a rebuttable  
131 presumption that a supplier has reason to know a children's product was recalled if notice of the recall has  
132 been posted continuously at least 30 days before the sale, offer for sale, or manufacturing for sale on the  
133 website of the U.S. Consumer Product Safety Commission. This prohibition does not apply to children's  
134 products that are used, secondhand or "seconds";
- 135 50. Violating any provision of Chapter 44.1 (§ 59.1-518.1 et seq.);
- 136 51. Violating any provision of Chapter 22 (§ 6.2-2200 et seq.) of Title 6.2;
- 137 52. Violating any provision of § 8.2-317.1;
- 138 53. Violating subsection A of § 9.1-149.1;
- 139 54. Selling, offering for sale, or using in the construction, remodeling, or repair of any residential dwelling  
140 in the Commonwealth, any drywall that the supplier knows or has reason to know is defective drywall. This  
141 subdivision shall not apply to the sale or offering for sale of any building or structure in which defective  
142 drywall has been permanently installed or affixed;
- 143 55. Engaging in fraudulent or improper or dishonest conduct as defined in § 54.1-1118 while engaged in a  
144 transaction that was initiated (i) during a declared state of emergency as defined in § 44-146.16 or (ii) to  
145 repair damage resulting from the event that prompted the declaration of a state of emergency, regardless of  
146 whether the supplier is licensed as a contractor in the Commonwealth pursuant to Chapter 11 (§ 54.1-1100 et

147 seq.) of Title 54.1;

148 56. Violating any provision of Chapter 33.1 (§ 59.1-434.1 et seq.);

149 57. Violating any provision of § 18.2-178, 18.2-178.1, or 18.2-200.1;

150 58. Violating any provision of Chapter 17.8 (§ 59.1-207.45 et seq.). For the purposes of this subdivision,

151 "consumer transaction" also includes transactions involving an automatic renewal or continuous service offer

152 by a supplier to a small business, as those terms are defined in § 59.1-207.45;

153 59. Violating any provision of subsection E of § 32.1-126;

154 60. Violating any provision of § 54.1-111 relating to the unlicensed practice of a profession licensed under

155 Chapter 11 (§ 54.1-1100 et seq.) or Chapter 21 (§ 54.1-2100 et seq.) of Title 54.1;

156 61. Violating any provision of § 2.2-2001.5;

157 62. Violating any provision of Chapter 5.2 (§ 54.1-526 et seq.) of Title 54.1;

158 63. Violating any provision of § 6.2-312;

159 64. Violating any provision of Chapter 20.1 (§ 6.2-2026 et seq.) of Title 6.2;

160 65. Violating any provision of Chapter 26 (§ 6.2-2600 et seq.) of Title 6.2;

161 66. Violating any provision of Chapter 54 (§ 59.1-586 et seq.);

162 67. Knowingly violating any provision of § 8.01-27.5;

163 68. Failing to, in accordance with § 59.1-207.46, (i) make available a conspicuous online option to cancel

164 a recurring purchase of a good or service or (ii) with respect to a free trial lasting more than 30 days, notify a

165 consumer of his option to cancel such free trial within 30 days of the end of the trial period to avoid an

166 obligation to pay for the goods or services;

167 69. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,

168 that contains a synthetic derivative of tetrahydrocannabinol. As used in this subdivision, "synthetic

169 derivative" means a chemical compound produced by man through a chemical transformation to turn a

170 compound into a different compound by adding or subtracting molecules to or from the original compound.

171 This subdivision shall not (i) apply to products that are approved for marketing by the U.S. Food and Drug

172 Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit

173 any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;

174 70. Selling or offering for sale to a person younger than 21 years of age any substance intended for human

175 consumption, orally or by inhalation, that contains tetrahydrocannabinol. This subdivision shall not (i) apply

to products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;

71. Selling or offering for sale any substance intended for human consumption, orally or by inhalation, that contains tetrahydrocannabinol, unless such substance is (i) contained in child-resistant packaging, as defined in § 4.1-600; (ii) equipped with a label that states, in English and in a font no less than 1/16 of an inch, (a) that the substance contains tetrahydrocannabinol and may not be sold to persons younger than 21 years of age, (b) all ingredients contained in the substance, (c) the amount of such substance that constitutes a single serving, and (d) the total percentage and milligrams of tetrahydrocannabinol included in the substance and the number of milligrams of tetrahydrocannabinol that are contained in each serving; and (iii) accompanied by a certificate of analysis, produced by an independent laboratory that is accredited pursuant to standard ISO/IEC 17025 of the International Organization of Standardization by a third-party accrediting body, that states the tetrahydrocannabinol concentration of the substance or the tetrahydrocannabinol concentration of the batch from which the substance originates. This subdivision shall not (i) apply to products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;

72. Manufacturing, offering for sale at retail, or selling at retail an industrial hemp extract, as defined in § 3.2-5145.1, a food containing an industrial hemp extract, or a substance containing tetrahydrocannabinol that depicts or is in the shape of a human, animal, vehicle, or fruit;

73. Selling or offering for sale any substance intended for human consumption, orally or by inhalation, that contains tetrahydrocannabinol and, without authorization, bears, is packaged in a container or wrapper that bears, or is otherwise labeled to bear the trademark, trade name, famous mark as defined in 15 U.S.C. § 1125, or other identifying mark, imprint, or device, or any likeness thereof, of a manufacturer, processor, packer, or distributor of a product intended for human consumption other than the manufacturer, processor, packer, or distributor that did in fact so manufacture, process, pack, or distribute such substance;

74. Selling or offering for sale a topical hemp product, as defined in § 3.2-4112, that does not include a label stating that the product is not intended for human consumption. This subdivision shall not (i) apply to products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the

205 Drug Control Act (§ 54.1-3400 et seq.), (ii) be construed to prohibit any conduct permitted under Chapter 16  
206 (§ 4.1-1600 et seq.) of Title 4.1, or (iii) apply to topical hemp products that were manufactured prior to July  
207 1, 2023, provided that the person provides documentation of the date of manufacture if requested;

208 75. Violating any provision of § 59.1-466.8;

209 76. Violating subsection F of § 36-96.3:1;

210 77. Selling or offering for sale (i) any kratom product to a person younger than 21 years of age or (ii) any  
211 kratom product that does not include a label listing all ingredients and with the following guidance: "This  
212 product may be harmful to your health, has not been evaluated by the FDA, and is not intended to diagnose,  
213 treat, cure, or prevent any disease." As used in this subdivision, "kratom" means any part of the leaf of the  
214 plant *Mitragyna speciosa* or any extract thereof;

215 78. Advertising of any ignition interlock system in Virginia by an ignition interlock vendor not approved  
216 by the Commission on the Virginia Alcohol Safety Action Program to operate in Virginia; targeted  
217 advertising of any ignition interlock system to a person before determination of guilt; and any advertising,  
218 whether before or after determination of guilt, without a conspicuous statement that such advertisement is not  
219 affiliated with any government agency. For purposes of this subdivision, "ignition interlock system" has the  
220 same meaning as ascribed to that term in § 18.2-270.1 and "targeted advertising" has the same meaning  
221 ascribed to that term in § 59.1-575 and includes direct mailings to an individual. This provision shall not  
222 apply to ignition interlock service vendor ads, pamphlets, or kiosk advertisements approved by the  
223 Commission on the Virginia Alcohol Safety Action Program and provided at a Commission-approved  
224 location;

225 79. Failing to disclose the total cost of a good or continuous service, as defined in § 59.1-207.45, to a  
226 consumer, including any mandatory fees or charges, prior to entering into an agreement for the sale of any  
227 such good or provision of any such continuous service;

228 80. Violating any provision of the Unfair Real Estate Service Agreement Act (§ 55.1-3200 et seq.);

229 81. Selling or offering for sale services as a professional mold remediator to be performed upon any  
230 residential dwelling without holding a mold remediation certification from the Institute of Inspection,  
231 Cleaning and Restoration Certification (IICRC); ~~and~~

232 82. Willfully violating any provision of § 59.1-444.4; *and*

233 83. *Violating any provision of Chapter 58 (§ 59.1-607 et seq.).*



B. Nothing in this section shall be construed to invalidate or make unenforceable any contract or lease solely by reason of the failure of such contract or lease to comply with any other law of the Commonwealth or any federal statute or regulation, to the extent such other law, statute, or regulation provides that a violation of such law, statute, or regulation shall not invalidate or make unenforceable such contract or lease.

**§ 59.1-200. (Effective July 1, 2025) Prohibited practices.**

A. The following fraudulent acts or practices committed by a supplier in connection with a consumer transaction are hereby declared unlawful:

1. Misrepresenting goods or services as those of another;
2. Misrepresenting the source, sponsorship, approval, or certification of goods or services;
3. Misrepresenting the affiliation, connection, or association of the supplier, or of the goods or services, with another;
4. Misrepresenting geographic origin in connection with goods or services;
5. Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or benefits;
6. Misrepresenting that goods or services are of a particular standard, quality, grade, style, or model;
7. Advertising or offering for sale goods that are used, secondhand, repossessed, defective, blemished, deteriorated, or reconditioned, or that are "seconds," irregulars, imperfections, or "not first class," without clearly and unequivocally indicating in the advertisement or offer for sale that the goods are used, secondhand, repossessed, defective, blemished, deteriorated, reconditioned, or are "seconds," irregulars, imperfections, or "not first class";
8. Advertising goods or services with intent not to sell them as advertised, or with intent not to sell at the price or upon the terms advertised.

In any action brought under this subdivision, the refusal by any person, or any employee, agent, or servant thereof, to sell any goods or services advertised or offered for sale at the price or upon the terms advertised or offered, shall be prima facie evidence of a violation of this subdivision. This paragraph shall not apply when it is clearly and conspicuously stated in the advertisement or offer by which such goods or services are advertised or offered for sale, that the supplier or offeror has a limited quantity or amount of such goods or services for sale, and the supplier or offeror at the time of such advertisement or offer did in fact have or reasonably expected to have at least such quantity or amount for sale;

263 9. Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of  
264 price reductions;

265 10. Misrepresenting that repairs, alterations, modifications, or services have been performed or parts  
266 installed;

267 11. Misrepresenting by the use of any written or documentary material that appears to be an invoice or bill  
268 for merchandise or services previously ordered;

269 12. Notwithstanding any other provision of law, using in any manner the words "wholesale,"  
270 "wholesaler," "factory," or "manufacturer" in the supplier's name, or to describe the nature of the supplier's  
271 business, unless the supplier is actually engaged primarily in selling at wholesale or in manufacturing the  
272 goods or services advertised or offered for sale;

273 13. Using in any contract or lease any liquidated damage clause, penalty clause, or waiver of defense, or  
274 attempting to collect any liquidated damages or penalties under any clause, waiver, damages, or penalties that  
275 are void or unenforceable under any otherwise applicable laws of the Commonwealth, or under federal  
276 statutes or regulations;

277 13a. Failing to provide to a consumer, or failing to use or include in any written document or material  
278 provided to or executed by a consumer, in connection with a consumer transaction any statement, disclosure,  
279 notice, or other information however characterized when the supplier is required by 16 C.F.R. Part 433 to so  
280 provide, use, or include the statement, disclosure, notice, or other information in connection with the  
281 consumer transaction;

282 14. Using any other deception, fraud, false pretense, false promise, or misrepresentation in connection  
283 with a consumer transaction;

284 15. Violating any provision of § 3.2-6509, 3.2-6512, 3.2-6513, 3.2-6513.1, 3.2-6514, 3.2-6515, 3.2-6516,  
285 or 3.2-6519 is a violation of this chapter;

286 16. Failing to disclose all conditions, charges, or fees relating to:

287 a. The return of goods for refund, exchange, or credit. Such disclosure shall be by means of a sign  
288 attached to the goods, or placed in a conspicuous public area of the premises of the supplier, so as to be  
289 readily noticeable and readable by the person obtaining the goods from the supplier. If the supplier does not  
290 permit a refund, exchange, or credit for return, he shall so state on a similar sign. The provisions of this  
291 subdivision shall not apply to any retail merchant who has a policy of providing, for a period of not less than

20 days after date of purchase, a cash refund or credit to the purchaser's credit card account for the return of defective, unused, or undamaged merchandise upon presentation of proof of purchase. In the case of merchandise paid for by check, the purchase shall be treated as a cash purchase and any refund may be delayed for a period of 10 banking days to allow for the check to clear. This subdivision does not apply to sale merchandise that is obviously distressed, out of date, post season, or otherwise reduced for clearance; nor does this subdivision apply to special order purchases where the purchaser has requested the supplier to order merchandise of a specific or unusual size, color, or brand not ordinarily carried in the store or the store's catalog; nor shall this subdivision apply in connection with a transaction for the sale or lease of motor vehicles, farm tractors, or motorcycles as defined in § 46.2-100;

b. A layaway agreement. Such disclosure shall be furnished to the consumer (i) in writing at the time of the layaway agreement, or (ii) by means of a sign placed in a conspicuous public area of the premises of the supplier, so as to be readily noticeable and readable by the consumer, or (iii) on the bill of sale. Disclosure shall include the conditions, charges, or fees in the event that a consumer breaches the agreement;

16a. Failing to provide written notice to a consumer of an existing open-end credit balance in excess of \$5 (i) on an account maintained by the supplier and (ii) resulting from such consumer's overpayment on such account. Suppliers shall give consumers written notice of such credit balances within 60 days of receiving overpayments. If the credit balance information is incorporated into statements of account furnished consumers by suppliers within such 60-day period, no separate or additional notice is required;

17. If a supplier enters into a written agreement with a consumer to resolve a dispute that arises in connection with a consumer transaction, failing to adhere to the terms and conditions of such an agreement;

18. Violating any provision of the Virginia Health Club Act, Chapter 24 (§ 59.1-294 et seq.);

19. Violating any provision of the Virginia Home Solicitation Sales Act, Chapter 2.1 (§ 59.1-21.1 et seq.);

20. Violating any provision of the Automobile Repair Facilities Act, Chapter 17.1 (§ 59.1-207.1 et seq.);

21. Violating any provision of the Virginia Lease-Purchase Agreement Act, Chapter 17.4 (§ 59.1-207.17 et seq.);

22. Violating any provision of the Prizes and Gifts Act, Chapter 31 (§ 59.1-415 et seq.);

23. Violating any provision of the Virginia Public Telephone Information Act, Chapter 32 (§ 59.1-424 et seq.);

24. Violating any provision of § 54.1-1505;

- 321 25. Violating any provision of the Motor Vehicle Manufacturers' Warranty Adjustment Act, Chapter 17.6  
322 (§ 59.1-207.34 et seq.);
- 323 26. Violating any provision of § 3.2-5627, relating to the pricing of merchandise;
- 324 27. Violating any provision of the Pay-Per-Call Services Act, Chapter 33 (§ 59.1-429 et seq.);
- 325 28. Violating any provision of the Extended Service Contract Act, Chapter 34 (§ 59.1-435 et seq.);
- 326 29. Violating any provision of the Virginia Membership Camping Act, Chapter 25 (§ 59.1-311 et seq.);
- 327 30. Violating any provision of the Comparison Price Advertising Act, Chapter 17.7 (§ 59.1-207.40 et  
328 seq.);
- 329 31. Violating any provision of the Virginia Travel Club Act, Chapter 36 (§ 59.1-445 et seq.);
- 330 32. Violating any provision of §§ 46.2-1231 and 46.2-1233.1;
- 331 33. Violating any provision of Chapter 40 (§ 54.1-4000 et seq.) of Title 54.1;
- 332 34. Violating any provision of Chapter 10.1 (§ 58.1-1031 et seq.) of Title 58.1;
- 333 35. Using the consumer's social security number as the consumer's account number with the supplier, if  
334 the consumer has requested in writing that the supplier use an alternate number not associated with the  
335 consumer's social security number;
- 336 36. Violating any provision of Chapter 18 (§ 6.2-1800 et seq.) of Title 6.2;
- 337 37. Violating any provision of § 8.01-40.2;
- 338 38. Violating any provision of Article 7 (§ 32.1-212 et seq.) of Chapter 6 of Title 32.1;
- 339 39. Violating any provision of Chapter 34.1 (§ 59.1-441.1 et seq.);
- 340 40. Violating any provision of Chapter 20 (§ 6.2-2000 et seq.) of Title 6.2;
- 341 41. Violating any provision of the Virginia Post-Disaster Anti-Price Gouging Act, Chapter 46 (§ 59.1-525  
342 et seq.). For the purposes of this subdivision, "consumer transaction" has the same meaning as provided in §  
343 59.1-526;
- 344 42. Violating any provision of Chapter 47 (§ 59.1-530 et seq.);
- 345 43. Violating any provision of § 59.1-443.2;
- 346 44. Violating any provision of Chapter 48 (§ 59.1-533 et seq.);
- 347 45. Violating any provision of Chapter 25 (§ 6.2-2500 et seq.) of Title 6.2;
- 348 46. Violating the provisions of clause (i) of subsection B of § 54.1-1115;
- 349 47. Violating any provision of § 18.2-239;

- 350 48. Violating any provision of Chapter 26 (§ 59.1-336 et seq.);
- 351 49. Selling, offering for sale, or manufacturing for sale a children's product the supplier knows or has  
352 reason to know was recalled by the U.S. Consumer Product Safety Commission. There is a rebuttable  
353 presumption that a supplier has reason to know a children's product was recalled if notice of the recall has  
354 been posted continuously at least 30 days before the sale, offer for sale, or manufacturing for sale on the  
355 website of the U.S. Consumer Product Safety Commission. This prohibition does not apply to children's  
356 products that are used, secondhand or "seconds";
- 357 50. Violating any provision of Chapter 44.1 (§ 59.1-518.1 et seq.);
- 358 51. Violating any provision of Chapter 22 (§ 6.2-2200 et seq.) of Title 6.2;
- 359 52. Violating any provision of § 8.2-317.1;
- 360 53. Violating subsection A of § 9.1-149.1;
- 361 54. Selling, offering for sale, or using in the construction, remodeling, or repair of any residential dwelling  
362 in the Commonwealth, any drywall that the supplier knows or has reason to know is defective drywall. This  
363 subdivision shall not apply to the sale or offering for sale of any building or structure in which defective  
364 drywall has been permanently installed or affixed;
- 365 55. Engaging in fraudulent or improper or dishonest conduct as defined in § 54.1-1118 while engaged in a  
366 transaction that was initiated (i) during a declared state of emergency as defined in § 44-146.16 or (ii) to  
367 repair damage resulting from the event that prompted the declaration of a state of emergency, regardless of  
368 whether the supplier is licensed as a contractor in the Commonwealth pursuant to Chapter 11 (§ 54.1-1100 et  
369 seq.) of Title 54.1;
- 370 56. Violating any provision of Chapter 33.1 (§ 59.1-434.1 et seq.);
- 371 57. Violating any provision of § 18.2-178, 18.2-178.1, or 18.2-200.1;
- 372 58. Violating any provision of Chapter 17.8 (§ 59.1-207.45 et seq.). For the purposes of this subdivision,  
373 "consumer transaction" also includes transactions involving an automatic renewal or continuous service offer  
374 by a supplier to a small business, as those terms are defined in § 59.1-207.45;
- 375 59. Violating any provision of subsection E of § 32.1-126;
- 376 60. Violating any provision of § 54.1-111 relating to the unlicensed practice of a profession licensed under  
377 Chapter 11 (§ 54.1-1100 et seq.) or Chapter 21 (§ 54.1-2100 et seq.) of Title 54.1;
- 378 61. Violating any provision of § 2.2-2001.5;

62. Violating any provision of Chapter 5.2 (§ 54.1-526 et seq.) of Title 54.1;

63. Violating any provision of § 6.2-312;

64. Violating any provision of Chapter 20.1 (§ 6.2-2026 et seq.) of Title 6.2;

65. Violating any provision of Chapter 26 (§ 6.2-2600 et seq.) of Title 6.2;

66. Violating any provision of Chapter 54 (§ 59.1-586 et seq.);

67. Knowingly violating any provision of § 8.01-27.5;

68. Failing to, in accordance with § 59.1-207.46, (i) make available a conspicuous online option to cancel a recurring purchase of a good or service or (ii) with respect to a free trial lasting more than 30 days, notify a consumer of his option to cancel such free trial within 30 days of the end of the trial period to avoid an obligation to pay for the goods or services;

69. Selling or offering for sale any substance intended for human consumption, orally or by inhalation, that contains a synthetic derivative of tetrahydrocannabinol. As used in this subdivision, "synthetic derivative" means a chemical compound produced by man through a chemical transformation to turn a compound into a different compound by adding or subtracting molecules to or from the original compound. This subdivision shall not (i) apply to products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;

70. Selling or offering for sale to a person younger than 21 years of age any substance intended for human consumption, orally or by inhalation, that contains tetrahydrocannabinol. This subdivision shall not (i) apply to products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;

71. Selling or offering for sale any substance intended for human consumption, orally or by inhalation, that contains tetrahydrocannabinol, unless such substance is (i) contained in child-resistant packaging, as defined in § 4.1-600; (ii) equipped with a label that states, in English and in a font no less than 1/16 of an inch, (a) that the substance contains tetrahydrocannabinol and may not be sold to persons younger than 21 years of age, (b) all ingredients contained in the substance, (c) the amount of such substance that constitutes a single serving, and (d) the total percentage and milligrams of tetrahydrocannabinol included in the substance and the number of milligrams of tetrahydrocannabinol that are contained in each serving; and (iii)

accompanied by a certificate of analysis, produced by an independent laboratory that is accredited pursuant to standard ISO/IEC 17025 of the International Organization of Standardization by a third-party accrediting body, that states the tetrahydrocannabinol concentration of the substance or the tetrahydrocannabinol concentration of the batch from which the substance originates. This subdivision shall not (i) apply to products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;

72. Manufacturing, offering for sale at retail, or selling at retail an industrial hemp extract, as defined in § 3.2-5145.1, a food containing an industrial hemp extract, or a substance containing tetrahydrocannabinol that depicts or is in the shape of a human, animal, vehicle, or fruit;

73. Selling or offering for sale any substance intended for human consumption, orally or by inhalation, that contains tetrahydrocannabinol and, without authorization, bears, is packaged in a container or wrapper that bears, or is otherwise labeled to bear the trademark, trade name, famous mark as defined in 15 U.S.C. § 1125, or other identifying mark, imprint, or device, or any likeness thereof, of a manufacturer, processor, packer, or distributor of a product intended for human consumption other than the manufacturer, processor, packer, or distributor that did in fact so manufacture, process, pack, or distribute such substance;

74. Selling or offering for sale a topical hemp product, as defined in § 3.2-4112, that does not include a label stating that the product is not intended for human consumption. This subdivision shall not (i) apply to products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.), (ii) be construed to prohibit any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1, or (iii) apply to topical hemp products that were manufactured prior to July 1, 2023, provided that the person provides documentation of the date of manufacture if requested;

75. Violating any provision of § 59.1-466.8;

76. Violating subsection F of § 36-96.3:1;

77. Selling or offering for sale (i) any kratom product to a person younger than 21 years of age or (ii) any kratom product that does not include a label listing all ingredients and with the following guidance: "This product may be harmful to your health, has not been evaluated by the FDA, and is not intended to diagnose, treat, cure, or prevent any disease." As used in this subdivision, "kratom" means any part of the leaf of the plant *Mitragyna speciosa* or any extract thereof;

437 78. Advertising of any ignition interlock system in Virginia by an ignition interlock vendor not approved  
438 by the Commission on the Virginia Alcohol Safety Action Program to operate in Virginia; targeted  
439 advertising of any ignition interlock system to a person before determination of guilt; and any advertising,  
440 whether before or after determination of guilt, without a conspicuous statement that such advertisement is not  
441 affiliated with any government agency. For purposes of this subdivision, "ignition interlock system" has the  
442 same meaning as ascribed to that term in § 18.2-270.1 and "targeted advertising" has the same meaning  
443 ascribed to that term in § 59.1-575 and includes direct mailings to an individual. This provision shall not  
444 apply to ignition interlock service vendor ads, pamphlets, or kiosk advertisements approved by the  
445 Commission on the Virginia Alcohol Safety Action Program and provided at a Commission-approved  
446 location;

447 79. Failing to disclose the total cost of a good or continuous service, as defined in § 59.1-207.45, to a  
448 consumer, including any mandatory fees or charges, prior to entering into an agreement for the sale of any  
449 such good or provision of any such continuous service;

450 80. Violating any provision of the Unfair Real Estate Service Agreement Act (§ 55.1-3200 et seq.);

451 81. Selling or offering for sale services as a professional mold remediator to be performed upon any  
452 residential dwelling without holding a mold remediation certification from the Institute of Inspection,  
453 Cleaning and Restoration Certification (IICRC);

454 82. Willfully violating any provision of § 59.1-444.4; ~~and~~

455 83. Violating any provision of Chapter 23.2 (§ 59.1-293.10 et seq.); *and*

456 84. *Violating any provision of Chapter 58 (§ 59.1-607 et seq.).*

457 B. Nothing in this section shall be construed to invalidate or make unenforceable any contract or lease  
458 solely by reason of the failure of such contract or lease to comply with any other law of the Commonwealth  
459 or any federal statute or regulation, to the extent such other law, statute, or regulation provides that a violation  
460 of such law, statute, or regulation shall not invalidate or make unenforceable such contract or lease.

461 **§ 59.1-586. Definitions.**

462 As used in this chapter, unless the context requires a different meaning:

463 *"Additional fee or percentage" has the same meaning as "mandatory fees or surcharges" in § 59.1-607.*

464 *"Clear and conspicuous" has the same meaning as provided in § 59.1-607.*

465 "Food delivery platform" means a person that operates a mobile application or other online service to act



as an intermediary between consumers and multiple restaurants to submit food orders on behalf of a consumer to a participating restaurant and to arrange for the delivery of the order from the restaurant to the consumer.

"Restaurant" has the same meaning as provided in § 35.1-1 and excludes establishments listed in § 35.1-25.

**§ 59.1-587. Food delivery platform; agreements required; disclosure of price and fees.**

A. No food delivery platform shall submit an order on behalf of a consumer to a restaurant or arrange for the delivery of an order from a restaurant without first obtaining an agreement with the restaurant expressly authorizing the food delivery platform to submit orders to and deliver food prepared by the restaurant.

*B. A food delivery platform shall:*

*1. At the point when a consumer views and selects a vendor or items for purchase, include a clear and conspicuous disclosure of any additional fee or percentage charged; and*

*2. Prior to checkout, display a subtotal page that itemizes the price of the selected items for purchase and any additional fee or percentage included in the total cost.*

*C. It shall not be a violation of this chapter for a food delivery platform to (i) reduce the total cost that was previously advertised or displayed, (ii) display a promotion or discount, including an offer to waive one or more mandatory fees, or (iii) advertise or display a price for goods and services in compliance with specific state or federal laws applicable to food delivery platforms.*

*D. A food delivery platform that is a price-variable supplier, as defined in § 59.1-607, is compliant with subdivision B 1 if such supplier includes a disclosure at the point when a consumer selects items for purchase of (i) the factors determining the final price; (ii) any mandatory fees or surcharges, as defined in § 59.1-607, associated with the transaction; and (iii) that the total cost of services may vary.*

**CHAPTER 58.**

**MANDATORY FEES OR SURCHARGES.**

**§ 59.1-607. Definitions.**

*As used in this chapter, unless the context requires a different meaning:*

*"Auction" has the same meaning as provided in § 54.1-600.*

*"Broadband Internet access service" has the same meaning as provided in 47 C.F.R. § 8.1(b).*

*"Cable operator" has the same meaning as provided in 47 U.S.C. § 522.*

495 *"Clear and conspicuous" and "clearly and conspicuously" have the same meaning as provided for those*  
496 *terms in § 59.1-207.45.*

497 *"Consumer transaction" has the same meaning as provided in § 59.1-198.*

498 *"Electric utility" has the same meaning as provided in § 56-576.*

499 *"Federal broadband consumer requirements" means the broadband consumer requirements adopted by*  
500 *the Federal Communications Commission in FCC 22-86 on November 14, 2022.*

501 *"Hotel" has the same meaning as provided in § 35.1-1.*

502 *"Mandatory fees or surcharges" includes any additional fee or surcharge that must be paid in order to*  
503 *purchase the good or service being advertised. "Mandatory fees or surcharges" does not include (i) taxes or*  
504 *fees imposed on the consumer by a government or government-approved entity or assessment fees of a*  
505 *government-created special district or program paid to the government or government-approved entity or (ii)*  
506 *reasonable postage or shipping fees.*

507 *"Motor vehicle dealer" has the same meaning as provided in § 46.2-1500.*

508 *"Natural gas utility" has the same meaning as provided in § 56-610.*

509 *"Price-variable supplier" means a supplier that offers services the total price of which is determined by*  
510 *consumer selections or preferences or dependent on distance or time.*

511 *"Restaurant" has the same meaning as provided in § 35.1-1.*

512 *"Settlement services" has the same meaning as provided in 12 U.S.C. § 2602(3).*

513 *"Supplier" has the same meaning as provided in § 59.1-198.*

514 *"Telecommunications service provider" has the same meaning as provided in § 56-466.1.*

515 **§ 59.1-608. Mandatory fees or surcharges; disclosure required.**

516 *A. No supplier shall, in connection with a consumer transaction, advertise or display a price for goods or*  
517 *services without clearly and conspicuously displaying the total price, which shall include all mandatory fees*  
518 *or surcharges. A supplier that provides both a good and a service to consumers may comply with this section*  
519 *by displaying or advertising the total price of the good separately from the total price or rate charged for*  
520 *providing the service.*

521 *B. A supplier offering goods or services in an auction is compliant with this section if such supplier*  
522 *clearly and conspicuously discloses any mandatory fees associated with the transaction and that the total*  
523 *cost of such goods or services may vary.*

C. A restaurant or hotel is compliant with this section if, in every offer or advertisement for the purchase of a good or service that includes pricing information, such restaurant or hotel includes a clear and conspicuous disclosure of the percentage of any automatic and mandatory gratuities charged.

D. A price-variable supplier is compliant with this section if such supplier clearly and conspicuously discloses (i) the factors determining the final price, (ii) any mandatory fees or surcharges associated with the transaction, and (iii) that the total cost of services may vary.

E. A provider of broadband Internet access service on its own or as part of a bundle that complies with federal broadband consumer requirements codified in 47 C.F.R. § 8.2(a) shall be deemed compliant with this section.

F. A cable operator that complies with the pricing requirements of 47 U.S.C. § 552 shall be deemed compliant with this section.

G. A direct broadcast satellite provider that complies with the pricing requirements of 47 C.F.R. 76.310 shall be deemed compliant with this section.

H. A provider of live-event tickets that complies with the provisions of 16 C.F.R. Part 464 relating to live-event tickets shall be deemed compliant with this section.

I. A food delivery platform that complies with the provisions of Chapter 54 (§ 59.1-586 et seq.) shall be deemed compliant with this section.

**§ 59.1-609. Limitations; exclusions.**

A. It shall not be a violation of this chapter for any supplier to (i) reduce the total price that was previously advertised or displayed; (ii) display a promotion or discount, including an offer to waive one or more mandatory fees; or (iii) advertise or display a price for goods and services in compliance with specific state or federal laws applicable to such supplier.

B. No provision of this chapter shall apply to (i) fees authorized by law related to the purchase or lease of a motor vehicle that are charged by a motor vehicle dealer; (ii) fees, surcharges, or costs charged by any electric utility, natural gas utility, or telecommunications service provider; (iii) any fees, surcharges, or other costs associated with settlement services, provided that such associated costs do not include real estate broker commissions and fees; or (iv) the provision of air transportation by air carriers, as such terms are defined in 49 U.S.C. § 40102.

C. No provision of this chapter shall apply to a supplier if such application is expressly preempted by

553 *federal law.*

554 ***§ 59.1-610. Enforcement; penalties.***

555 *Any violation of this chapter shall constitute a prohibited practice under the provisions of § 59.1-200 and*

556 *shall be subject to any and all of the enforcement provisions of the Virginia Consumer Protection Act (§*

557 *59.1-196 et seq.).*