

# European Accessibility Act

*Strategic Compliance for  
Communications Agencies*

July 2025



## **THE EACA MEMBERS**

# **DIRECTIVE (EU) 2019/882 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL OF 17 APRIL 2019 ON THE ACCESSIBILITY REQUIREMENTS FOR PRODUCTS AND SERVICES**

This guide provides a comprehensive overview of the European Accessibility Act for communication agencies, focusing on how the Directive affects the design and delivery of media content. It outlines the key accessibility requirements relevant to EACA members and offers practical steps to ensure compliance across campaigns and platforms.

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# Objectives of the Guide

**This guide offers a detailed and practical overview of the European Accessibility Act (EAA) tailored to the needs of communication and advertising agencies.**

- ✓ **explains** how the Directive affects **advertising content embedded** in **regulated services**, and **what responsibilities agencies hold in this context**
- ✓ clarifies that while **agencies are not directly regulated as “economic operators,”** their **deliverables may fall under the accessibility requirements** if they are part of a service covered by the EAA
- ✓ outlines the **key legal, design, and technical implications** and **provides actionable insights** to help agencies support their clients’ compliance — from briefing and creative design to platform delivery and testing.
- ✓ highlights the **strategic value of inclusive design** in reaching **broader audiences**, **avoiding legal risk**, and **maintaining reputational integrity**.

# Objectives of the EAA

## The European Accessibility Act covers:

- The **definition and scope of accessibility requirements** for key digital and physical services
- **Harmonised rules** for audiovisual media, e-commerce, banking, transport, and ICT tools
- **Obligations for content accessibility** (including embedded advertising)
- **Provisions on disproportionate burden and exemptions**
- National-level **enforcement, monitoring, and sanctions**
- **Cross-border application** for services targeting EU consumers



## 2 Applicability

The Accessibility Act **applies from 28 June 2025** and introduces **specific accessibility obligations for selected products and services.**

The rules apply to newly placed services, while existing ones benefit from transitional periods. The aim is to improve inclusivity without imposing disproportionate burdens on businesses.

- For services already available before that date, transitional periods apply (up to **5 years**)
- Changes should not create a **disproportionate economic burden**



European Accessibility Act / EACA Practitioners Guide

## 3 Scope of the EAA

The scope of the European Accessibility Act covers **key products and services with significant accessibility relevance for persons with disabilities and elderly people**, where diverging national rules previously created barriers within the EU internal market.

**The Directive applies to key products and services such as:**

Audiovisual media services (e.g. TV, streaming platforms, EPGs)

Banking portals and electronic communications services

Mobile applications and digital content

E-commerce platforms and interfaces

Transport-related interfaces and self-service terminals

# 4 Why Agencies Should Pay Attention



**Accessibility** is not just a legal obligation — it can also **unlock commercial value**.

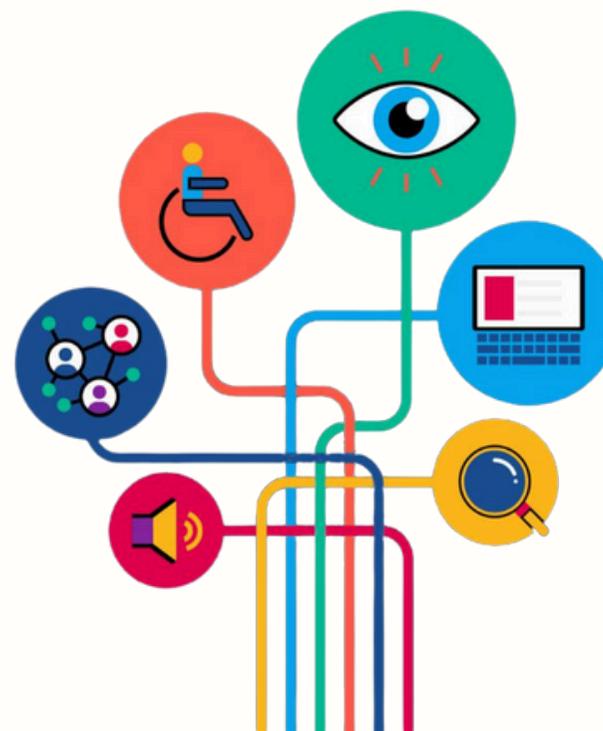
Although **not directly regulated under the EAA**, agencies are **part of the compliance chain**:

! They **create or adapt content** embedded in **regulated services** (e.g. e-commerce, streaming, transport, digital banking)

! They select **delivery channels** and digital platforms that **may fall under the Directive**

! They **advise clients** who may be unaware of accessibility requirements

**! Even though legal responsibility lies with the service provider, agencies can be contractually accountable for accessibility.**



# Advertising in the Context of the EAA

**The European Accessibility Act does not regulate advertising on its own**, but advertising content embedded in services falling under the Directive (such as e-commerce, streaming platforms, or digital ticketing services) must not hinder the overall accessibility of the service.

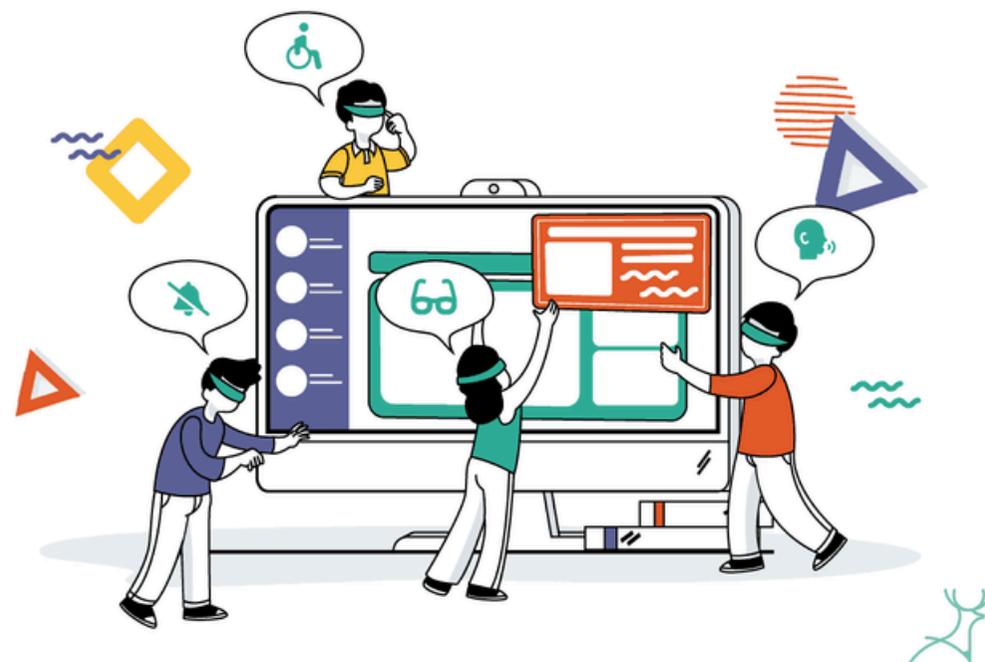
The EAA applies to specific products and services listed in Article 2, including:

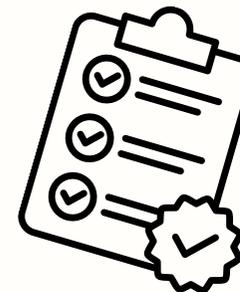
- **e-commerce services**
- **audiovisual media service access**
- **digital transport services (e.g. ticketing apps, check-in kiosks)**
- **digital banking interfaces**
- **e-books and associated software**

# Advertising in the Context of the EAA

If advertising is integrated into these services and impacts their accessibility (e.g. a banner blocking navigation, or a video ad without subtitles), **the economic operator remains responsible for ensuring compliance.**

Advertising **content must comply** with **accessibility requirements** only **when** it is **part** of a **service** or **interface** falling **under the scope** of the **Directive** and **affects** the **usability** of that service.





# Accessibility Requirements

To comply with the European Accessibility Act, **digital content that is part of a service or product within the scope of the Directive** must meet recognised accessibility standards. This may include advertising content, but **only insofar as it affects the accessibility of the covered service or interface.**

The Directive aligns with EN 301 549 and the Web Content Accessibility Guidelines (WCAG) 2.1 AA, which define **four key accessibility principles:**

**Perceivable** – ALT text for images, readable font styles, proper color contrast, and subtitles for multimedia content

**Operable** – Fully usable via keyboard navigation, no time-restricted interactions that block access

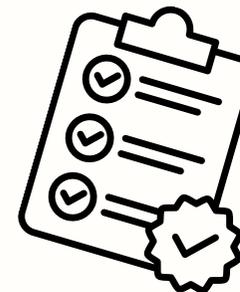
**Understandable** – Clear information architecture, consistent navigation, and user-friendly language

**Robust** – Compatible with assistive technologies, including screen readers and magnification tools

# 6.2 Accessibility Requirements

**These requirements apply to the digital environment of regulated services – not to standalone advertising content.**

These principles help ensure that digital interfaces – including those containing advertising – can be accessed and understood by users with disabilities, provided the service itself is covered by the Directive.



## Service Providers' Responsibility

Service providers are responsible for ensuring accessibility under **Article 13** (General obligations). Although agencies or media companies may act as subcontractors, **Recital (20)** of the Directive clearly states that **outsourcing the creation or delivery of content does not relieve the service provider of responsibility.**

However, providers may seek redress from subcontractors if non-compliance results from their actions.

**This legal structure confirms that accessibility responsibilities rest primarily with the service provider.**

Nevertheless, responsibility may be addressed contractually across the service chain. As a result, **providers often include compliance clauses in contracts to allocate responsibility and reduce regulatory exposure.**



## Enforcement and Sanctions

**Enforcement mechanisms vary by Member State.**

Consequences of non-compliance may include:

- **Administrative fines** or **financial penalties**
- **Removal** or **blocking** of content
- Consumer or competitor **legal actions**
- **Reputational damage** for the brand or agency

The nature and severity of sanctions depend on national implementation, but the risk exposure is real — especially for high-visibility campaigns and cross-border services. **Documented compliance and early risk assessment can support mitigation.**



# The Business Case

## Accessible content is a strategic advantage

- Reaches a wider audience (87 million EU citizens with disabilities)
- Improves SEO and overall user experience
- Enhances brand credibility and public trust
- Meets public sector procurement standards
- Future-proofs content for market and legal shifts



## Indirect Regulation of Advertising

**Although advertising is not named as a category, if embedded in:**

- Platforms offering services listed in Article 2 of the EAA
- Apps or media interfaces
- Public service delivery systems

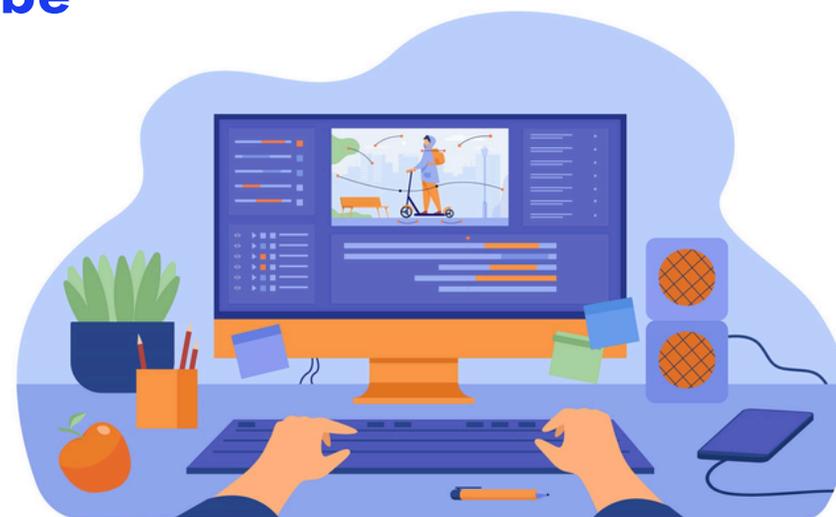
**...it must comply with the EAA.**

**What matters is not the label, but how and where the content appears.**

## Subcontracting ≠ No Risk

**Agencies delivering content may not be legally liable under the EAA, but:**

- Clients remain accountable
- Contracts may shift practical responsibility
- Agencies may be asked for guarantees of compliance



**Recommendation: Review contract clauses and risk allocation carefully.**

## **“Born Accessible” Design**

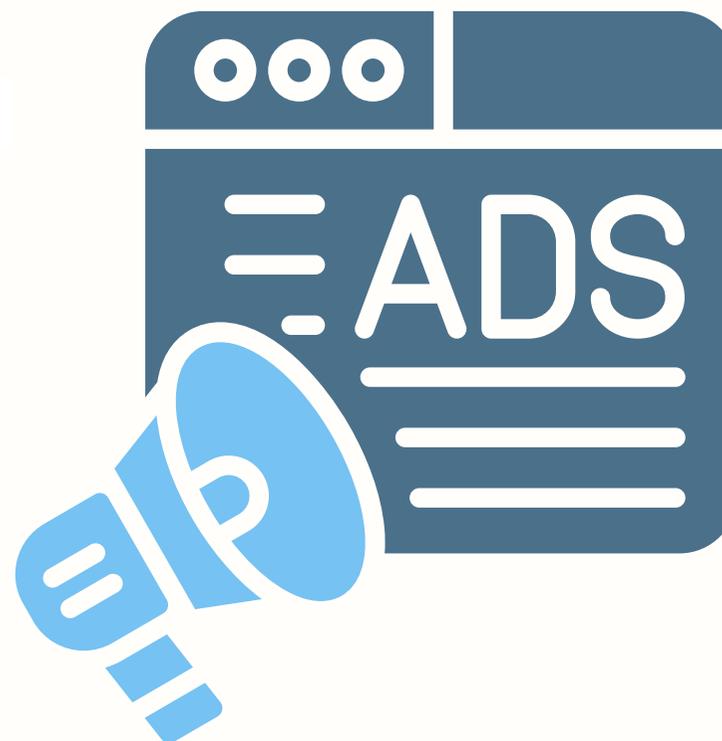
**Accessibility should be integrated  
from the start:**

- Avoid retrofitting, which is costly and less effective
- Align creative workflows with WCAG and EN standards
- Test campaigns for screen readers, captions, contrast, navigation



# Strategic Highlights from the EACA Accessibility Chat

- On 8 July 2025, **EACA hosted an exclusive expert chat** with **Inmaculada Placencia Porrero, Senior Policy Officer** at the **European Commission**.
- As a lead official in shaping EU accessibility legislation, **her participation provided authoritative and actionable insights**.
- Her presentation **underlined the growing relevance of accessibility** in the **advertising and communications industry**.



# Strategic Highlights from the EACA Accessibility Chat

## Key Insights from Inmaculada Placencia Porrero



- **Advertising is indirectly regulated if it is embedded in services covered by the EAA.**
- **Agencies must assess who controls the service/platform where content appears.**
- **Clients remain legally responsible, but agencies may carry contractual obligations.**
- **Cross-border services targeting EU consumers must comply, regardless of hosting location.**

# Takeaways for Agencies from the EACA Chat

- **Review contracts** for accessibility requirements and **prepare to document compliance.**
- Integrate **WCAG 2.1 AA** and **EN 301 549 standards** from the creative draft stage.
- Use **accessibility checklists** and **screen reader testing** tools **during** production.
- **Clarify responsibility:** client-owned, third-party platform, or hybrid model?
- **Accessibility is** not just a legal necessity — it's a **strategic market advantage.**
- **Final thought: "It depends on the service" — assess each campaign contextually.**

As highlighted in the EACA Chat, **accessibility requirements depend heavily on the service context** — but the direction is clear.

**Integrating accessibility from the outset** strengthens legal resilience and unlocks long-term **strategic value.**

# Platform Accountability & Legal Oversight

## What does Recital (20) mean for communication and advertising agencies?

✦ Recital (20) clarifies that **service providers remain legally responsible** for ensuring the accessibility of their services — **even when** parts of those services are **outsourced** to **third parties**, such as advertising or communication agencies.

✦ While **the Directive** does **not** directly **impose legal obligations on agencies**, their **deliverables** — such as websites, digital ads, or mobile content — **may fall under** the accessibility **requirements** if they are integrated into a covered service (e.g. e-commerce, audiovisual media, transport information).

✦ **Responsibility remains with the service provider**, but **compliance may depend** on the accessibility of **subcontracted work**. Whether that **responsibility** is **formally transferred** or **defined** in **contracts** is a matter of **internal agreement** — but it **does not exempt the provider from legal accountability**.

### *Recital (20)*

*Even if a service, or part of a service, is subcontracted to a third party, the accessibility of that service should not be compromised and the service providers should comply with the obligations of this Directive. Service providers should also ensure proper and continuous training of their personnel in order to ensure that they are knowledgeable about how to use accessible products and services. That training should cover issues such as information provision, advice and advertising.*

# Platform Accountability & Legal Oversight

## **Legal Responsibility Cannot Be Outsourced**

- Under Recital 20 of the Act, a service provider remains legally responsible, even if parts of the work are subcontracted.
- Legal accountability for accessibility cannot be transferred to an agency or subcontractor.

## **Accessibility Obligation Applies Regardless of Execution**

- If a service provider falls under the scope of the Act and commissions an advertisement:
  - They must ensure the final output is accessible,
  - Regardless of who creates, designs, or delivers the ad.

## **Contractual Arrangements Define Internal Roles**

- Contractual terms may allocate practical responsibilities (e.g. who ensures technical compliance).
  - However, this does not override the service provider's legal duty under the Accessibility Act.

## Final Key Takeaways

- **Ads embedded in regulated services must meet accessibility standards**
- **Agencies play a pivotal role, both creatively and contractually**
- **Legal risk can be indirect but contractual**
- **Accessibility improves reach and reputation**
- **Compliance is both a duty and a competitive advantage**

As clarified during the EACA Chat the accessibility **obligations under the EAA extend to advertising content when it is integrated into covered services** — including audiovisual media, e-commerce, and digital platforms.

While **agencies are not the primary duty-bearers** under the Directive, **their** creative and technical **deliverables often determine** whether the final service complies. The **legal risk** is therefore **systemic** and can manifest through contractual liability or reputational exposure.

**Any questions?  
Please don't hesitate to contact**



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