Consumer Rights Act 2015

2015 CHAPTER 15

PART 1

CONSUMER CONTRACTS FOR GOODS, DIGITAL CONTENT AND SERVICES

CHAPTER 1

INTRODUCTION

1 Where Part 1 applies

(1) This Part applies where there is an agreement between a trader and a consumer for the trader to supply goods, digital content or services, if the agreement is a contract.

(2) It applies whether the contract is written or oral or implied from the parties' conduct, or more than one of these combined.

(3) Any of Chapters 2, 3 and 4 may apply to a contract—
- (a) if it is a contract for the trader to supply goods, see Chapter 2;
- (b) if it is a contract for the trader to supply digital content, see Chapter 3 (also, subsection (6));
- (c) if it is a contract for the trader to supply a service, see Chapter 4 (also, subsection (6)).

(4) In each case the Chapter applies even if the contract also covers something covered by another Chapter (a mixed contract).

(5) Two or all three of those Chapters may apply to a mixed contract.

(6) For provisions about particular mixed contracts, see—
- (a) section 15 (goods and installation);
- (b) section 16 (goods and digital content).

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(7) For other provision applying to contracts to which this Part applies, see Part 2 (unfair terms).

Commencement Information
I1 S. 1 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

2 Key definitions

(1) These definitions apply in this Part (as well as the definitions in section 59).

(2) "Trader" means a person acting for purposes relating to that person's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf.

(3) "Consumer" means an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession.

(4) A trader claiming that an individual was not acting for purposes wholly or mainly outside the individual's trade, business, craft or profession must prove it.

(5) For the purposes of Chapter 2, except to the extent mentioned in subsection (6), a person is not a consumer in relation to a sales contract if—
- (a) the goods are second hand goods sold at public auction, and
- (b) individuals have the opportunity of attending the sale in person.

(6) A person is a consumer in relation to such a contract for the purposes of—
- (a) sections 11(4) and (5), 12, 28 and 29, and
- (b) the other provisions of Chapter 2 as they apply in relation to those sections.

(7) "Business" includes the activities of any government department or local or public authority.

(8) "Goods" means any tangible moveable items, but that includes water, gas and electricity if and only if they are put up for supply in a limited volume or set quantity.

(9) "Digital content" means data which are produced and supplied in digital form.

Commencement Information
I2 S. 2 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

CHAPTER 2

GOODS

What goods contracts are covered?

3 Contracts covered by this Chapter

(1) This Chapter applies to a contract for a trader to supply goods to a consumer.

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(2) It applies only if the contract is one of these (defined for the purposes of this Part in sections 5 to 8)—
- (a) a sales contract;
- (b) a contract for the hire of goods;
- (c) a hire-purchase agreement;
- (d) a contract for transfer of goods.

(3) It does not apply—
- (a) to a contract for a trader to supply coins or notes to a consumer for use as currency;
- (b) to a contract for goods to be sold by way of execution or otherwise by authority of law;
- (c) to a contract intended to operate as a mortgage, pledge, charge or other security;
- (d) in relation to England and Wales or Northern Ireland, to a contract made by deed and for which the only consideration is the presumed consideration imported by the deed;
- (e) in relation to Scotland, to a gratuitous contract.

(4) A contract to which this Chapter applies is referred to in this Part as a "contract to supply goods".

(5) Contracts to supply goods include—
- (a) contracts entered into between one part owner and another;
- (b) contracts for the transfer of an undivided share in goods;
- (c) contracts that are absolute and contracts that are conditional.

(6) Subsection (1) is subject to any provision of this Chapter that applies a section or part of a section to only some of the kinds of contracts listed in subsection (2).

(7) A mixed contract (see section 1(4)) may be a contract of any of those kinds.

Commencement Information

I3 S. 3 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

4 Ownership of goods

(1) In this Chapter ownership of goods means the general property in goods, not merely a special property.

(2) For the time when ownership of goods is transferred, see in particular the following provisions of the Sale of Goods Act 1979 (which relate to contracts of sale)—

section 16:	goods must be ascertained
section 17:	property passes when intended to pass
section 18:	rules for ascertaining intention
section 19:	reservation of right of disposal
section 20A:	undivided shares in goods forming part of a bulk

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

section 20B: deemed consent by co-owner to dealings in bulk goods

Commencement Information

I4 S. 4 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

5 Sales contracts

(1) A contract is a sales contract if under it—

(a) the trader transfers or agrees to transfer ownership of goods to the consumer, and

(b) the consumer pays or agrees to pay the price.

(2) A contract is a sales contract (whether or not it would be one under subsection (1)) if under the contract—

(a) goods are to be manufactured or produced and the trader agrees to supply them to the consumer,

(b) on being supplied, the goods will be owned by the consumer, and

(c) the consumer pays or agrees to pay the price.

(3) A sales contract may be conditional (see section 3(5)), but in this Part "conditional sales contract" means a sales contract under which—

(a) the price for the goods or part of it is payable by instalments, and

(b) the trader retains ownership of the goods until the conditions specified in the contract (for the payment of instalments or otherwise) are met;

and it makes no difference whether or not the consumer possesses the goods.

Commencement Information

I5 S. 5 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

6 Contracts for the hire of goods

(1) A contract is for the hire of goods if under it the trader gives or agrees to give the consumer possession of the goods with the right to use them, subject to the terms of the contract, for a period determined in accordance with the contract.

(2) But a contract is not for the hire of goods if it is a hire-purchase agreement.

Commencement Information

I6 S. 6 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

7 Hire-purchase agreements

(1) A contract is a hire-purchase agreement if it meets the two conditions set out below.

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(2) The first condition is that under the contract goods are hired by the trader in return for periodical payments by the consumer (and "hired" is to be read in accordance with section 6(1)).

(3) The second condition is that under the contract ownership of the goods will transfer to the consumer if the terms of the contract are complied with and—
- (a) the consumer exercises an option to buy the goods,
- (b) any party to the contract does an act specified in it, or
- (c) an event specified in the contract occurs.

(4) But a contract is not a hire-purchase agreement if it is a conditional sales contract.

Commencement Information
I7 S. 7 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

8 Contracts for transfer of goods

A contract to supply goods is a contract for transfer of goods if under it the trader transfers or agrees to transfer ownership of the goods to the consumer and—
- (a) the consumer provides or agrees to provide consideration otherwise than by paying a price, or
- (b) the contract is, for any other reason, not a sales contract or a hire-purchase agreement.

Commencement Information
I8 S. 8 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

What statutory rights are there under a goods contract?

9 Goods to be of satisfactory quality

(1) Every contract to supply goods is to be treated as including a term that the quality of the goods is satisfactory.

(2) The quality of goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory, taking account of—
- (a) any description of the goods,
- (b) the price or other consideration for the goods (if relevant), and
- (c) all the other relevant circumstances (see subsection (5)).

(3) The quality of goods includes their state and condition; and the following aspects (among others) are in appropriate cases aspects of the quality of goods—
- (a) fitness for all the purposes for which goods of that kind are usually supplied;
- (b) appearance and finish;
- (c) freedom from minor defects;
- (d) safety;
- (e) durability.

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(4) The term mentioned in subsection (1) does not cover anything which makes the quality of the goods unsatisfactory—
  (a) which is specifically drawn to the consumer's attention before the contract is made,
  (b) where the consumer examines the goods before the contract is made, which that examination ought to reveal, or
  (c) in the case of a contract to supply goods by sample, which would have been apparent on a reasonable examination of the sample.

(5) The relevant circumstances mentioned in subsection (2)(c) include any public statement about the specific characteristics of the goods made by the trader, the producer or any representative of the trader or the producer.

(6) That includes, in particular, any public statement made in advertising or labelling.

(7) But a public statement is not a relevant circumstance for the purposes of subsection (2)(c) if the trader shows that—
  (a) when the contract was made, the trader was not, and could not reasonably have been, aware of the statement,
  (b) before the contract was made, the statement had been publicly withdrawn or, to the extent that it contained anything which was incorrect or misleading, it had been publicly corrected, or
  (c) the consumer's decision to contract for the goods could not have been influenced by the statement.

(8) In a contract to supply goods a term about the quality of the goods may be treated as included as a matter of custom.

(9) See section 19 for a consumer's rights if the trader is in breach of a term that this section requires to be treated as included in a contract.

Commencement Information
I9 S. 9 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

10 Goods to be fit for particular purpose

(1) Subsection (3) applies to a contract to supply goods if before the contract is made the consumer makes known to the trader (expressly or by implication) any particular purpose for which the consumer is contracting for the goods.

(2) Subsection (3) also applies to a contract to supply goods if—
  (a) the goods were previously sold by a credit-broker to the trader,
  (b) in the case of a sales contract or contract for transfer of goods, the consideration or part of it is a sum payable by instalments, and
  (c) before the contract is made, the consumer makes known to the credit-broker (expressly or by implication) any particular purpose for which the consumer is contracting for the goods.

(3) The contract is to be treated as including a term that the goods are reasonably fit for that purpose, whether or not that is a purpose for which goods of that kind are usually supplied.

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(4) Subsection (3) does not apply if the circumstances show that the consumer does not rely, or it is unreasonable for the consumer to rely, on the skill or judgment of the trader or credit-broker.

(5) In a contract to supply goods a term about the fitness of the goods for a particular purpose may be treated as included as a matter of custom.

(6) See section 19 for a consumer's rights if the trader is in breach of a term that this section requires to be treated as included in a contract.

Commencement Information

I10 S. 10 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

11 Goods to be as described

(1) Every contract to supply goods by description is to be treated as including a term that the goods will match the description.

(2) If the supply is by sample as well as by description, it is not sufficient that the bulk of the goods matches the sample if the goods do not also match the description.

(3) A supply of goods is not prevented from being a supply by description just because—
   (a) the goods are exposed for supply, and
   (b) they are selected by the consumer.

(4) Any information that is provided by the trader about the goods and is information mentioned in paragraph (a) of Schedule 1 or 2 to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (SI 2013/3134) (main characteristics of goods) is to be treated as included as a term of the contract.

(5) A change to any of that information, made before entering into the contract or later, is not effective unless expressly agreed between the consumer and the trader.

(6) See section 2(5) and (6) for the application of subsections (4) and (5) where goods are sold at public auction.

(7) See section 19 for a consumer's rights if the trader is in breach of a term that this section requires to be treated as included in a contract.

Commencement Information

I11 S. 11 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

12 Other pre-contract information included in contract

(1) This section applies to any contract to supply goods.

(2) Where regulation 9, 10 or 13 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (SI 2013/3134) required the trader to provide information to the consumer before the contract became binding, any of that information that was provided by the trader other than information about the goods and

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

mentioned in paragraph (a) of Schedule 1 or 2 to the Regulations (main characteristics of goods) is to be treated as included as a term of the contract.

(3) A change to any of that information, made before entering into the contract or later, is not effective unless expressly agreed between the consumer and the trader.

(4) See section 2(5) and (6) for the application of this section where goods are sold at public auction.

(5) See section 19 for a consumer's rights if the trader is in breach of a term that this section requires to be treated as included in the contract.

Commencement Information
I12 S. 12 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

13 Goods to match a sample

(1) This section applies to a contract to supply goods by reference to a sample of the goods that is seen or examined by the consumer before the contract is made.

(2) Every contract to which this section applies is to be treated as including a term that—
  (a) the goods will match the sample except to the extent that any differences between the sample and the goods are brought to the consumer's attention before the contract is made, and
  (b) the goods will be free from any defect that makes their quality unsatisfactory and that would not be apparent on a reasonable examination of the sample.

(3) See section 19 for a consumer's rights if the trader is in breach of a term that this section requires to be treated as included in a contract.

Commencement Information
I13 S. 13 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

14 Goods to match a model seen or examined

(1) This section applies to a contract to supply goods by reference to a model of the goods that is seen or examined by the consumer before entering into the contract.

(2) Every contract to which this section applies is to be treated as including a term that the goods will match the model except to the extent that any differences between the model and the goods are brought to the consumer's attention before the consumer enters into the contract.

(3) See section 19 for a consumer's rights if the trader is in breach of a term that this section requires to be treated as included in a contract.

Commencement Information
I14 S. 14 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

15 Installation as part of conformity of the goods with the contract

(1) Goods do not conform to a contract to supply goods if—

(a) installation of the goods forms part of the contract,

(b) the goods are installed by the trader or under the trader's responsibility, and

(c) the goods are installed incorrectly.

(2) See section 19 for the effect of goods not conforming to the contract.

Commencement Information

I15 S. 15 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

16 Goods not conforming to contract if digital content does not conform

(1) Goods (whether or not they conform otherwise to a contract to supply goods) do not conform to it if—

(a) the goods are an item that includes digital content, and

(b) the digital content does not conform to the contract to supply that content (for which see section 42(1)).

(2) See section 19 for the effect of goods not conforming to the contract.

Commencement Information

I16 S. 16 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

17 Trader to have right to supply the goods etc

(1) Every contract to supply goods, except one within subsection (4), is to be treated as including a term—

(a) in the case of a contract for the hire of goods, that at the beginning of the period of hire the trader must have the right to transfer possession of the goods by way of hire for that period,

(b) in any other case, that the trader must have the right to sell or transfer the goods at the time when ownership of the goods is to be transferred.

(2) Every contract to supply goods, except a contract for the hire of goods or a contract within subsection (4), is to be treated as including a term that—

(a) the goods are free from any charge or encumbrance not disclosed or known to the consumer before entering into the contract,

(b) the goods will remain free from any such charge or encumbrance until ownership of them is to be transferred, and

(c) the consumer will enjoy quiet possession of the goods except so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.

(3) Every contract for the hire of goods is to be treated as including a term that the consumer will enjoy quiet possession of the goods for the period of the hire except so far as the possession may be disturbed by the owner or other person entitled to

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

the benefit of any charge or encumbrance disclosed or known to the consumer before entering into the contract.

(4) This subsection applies to a contract if the contract shows, or the circumstances when they enter into the contract imply, that the trader and the consumer intend the trader to transfer only—

(a) whatever title the trader has, even if it is limited, or

(b) whatever title a third person has, even if it is limited.

(5) Every contract within subsection (4) is to be treated as including a term that all charges or encumbrances known to the trader and not known to the consumer were disclosed to the consumer before entering into the contract.

(6) Every contract within subsection (4) is to be treated as including a term that the consumer's quiet possession of the goods—

(a) will not be disturbed by the trader, and

(b) will not be disturbed by a person claiming through or under the trader, unless that person is claiming under a charge or encumbrance that was disclosed or known to the consumer before entering into the contract.

(7) If subsection (4)(b) applies (transfer of title that a third person has), the contract is also to be treated as including a term that the consumer's quiet possession of the goods—

(a) will not be disturbed by the third person, and

(b) will not be disturbed by a person claiming through or under the third person, unless the claim is under a charge or encumbrance that was disclosed or known to the consumer before entering into the contract.

(8) In the case of a contract for the hire of goods, this section does not affect the right of the trader to repossess the goods where the contract provides or is to be treated as providing for this.

(9) See section 19 for a consumer's rights if the trader is in breach of a term that this section requires to be treated as included in a contract.

Commencement Information

I17 S. 17 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

18 No other requirement to treat term about quality or fitness as included

(1) Except as provided by sections 9, 10, 13 and 16, a contract to supply goods is not to be treated as including any term about the quality of the goods or their fitness for any particular purpose, unless the term is expressly included in the contract.

(2) Subsection (1) is subject to provision made by any other enactment (whenever passed or made).

Commencement Information

I18 S. 18 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

What remedies are there if statutory rights under a goods contract are not met?

19 Consumer's rights to enforce terms about goods

(1) In this section and sections 22 to 24 references to goods conforming to a contract are references to—
  (a) the goods conforming to the terms described in sections 9, 10, 11, 13 and 14,
  (b) the goods not failing to conform to the contract under section 15 or 16, and
  (c) the goods conforming to requirements that are stated in the contract.

(2) But, for the purposes of this section and sections 22 to 24, a failure to conform as mentioned in subsection (1)(a) to (c) is not a failure to conform to the contract if it has its origin in materials supplied by the consumer.

(3) If the goods do not conform to the contract because of a breach of any of the terms described in sections 9, 10, 11, 13 and 14, or if they do not conform to the contract under section 16, the consumer's rights (and the provisions about them and when they are available) are—
  (a) the short-term right to reject (sections 20 and 22);
  (b) the right to repair or replacement (section 23); and
  (c) the right to a price reduction or the final right to reject (sections 20 and 24).

(4) If the goods do not conform to the contract under section 15 or because of a breach of requirements that are stated in the contract, the consumer's rights (and the provisions about them and when they are available) are—
  (a) the right to repair or replacement (section 23); and
  (b) the right to a price reduction or the final right to reject (sections 20 and 24).

(5) If the trader is in breach of a term that section 12 requires to be treated as included in the contract, the consumer has the right to recover from the trader the amount of any costs incurred by the consumer as a result of the breach, up to the amount of the price paid or the value of other consideration given for the goods.

(6) If the trader is in breach of the term that section 17(1) (right to supply etc) requires to be treated as included in the contract, the consumer has a right to reject (see section 20 for provisions about that right and when it is available).

(7) Subsections (3) to (6) are subject to section 25 and subsections (3)(a) and (6) are subject to section 26.

(8) Section 28 makes provision about remedies for breach of a term about the time for delivery of goods.

(9) This Chapter does not prevent the consumer seeking other remedies—
  (a) for a breach of a term that this Chapter requires to be treated as included in the contract,
  (b) on the grounds that, under section 15 or 16, goods do not conform to the contract, or
  (c) for a breach of a requirement stated in the contract.

(10) Those other remedies may be ones—
  (a) in addition to a remedy referred to in subsections (3) to (6) (but not so as to recover twice for the same loss), or

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(b) instead of such a remedy, or
(c) where no such remedy is provided for.

(11) Those other remedies include any of the following that is open to the consumer in the circumstances—
(a) claiming damages;
(b) seeking specific performance;
(c) seeking an order for specific implement;
(d) relying on the breach against a claim by the trader for the price;
(e) for breach of an express term, exercising a right to treat the contract as at an end.

(12) It is not open to the consumer to treat the contract as at an end for breach of a term that this Chapter requires to be treated as included in the contract, or on the grounds that, under section 15 or 16, goods do not conform to the contract, except as provided by subsections (3), (4) and (6).

(13) In this Part, treating a contract as at an end means treating it as repudiated.

(14) For the purposes of subsections (3)(b) and (c) and (4), goods which do not conform to the contract at any time within the period of six months beginning with the day on which the goods were delivered to the consumer must be taken not to have conformed to it on that day.

(15) Subsection (14) does not apply if—
(a) it is established that the goods did conform to the contract on that day, or
(b) its application is incompatible with the nature of the goods or with how they fail to conform to the contract.

Commencement Information
I19 S. 19 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

20 Right to reject

(1) The short-term right to reject is subject to section 22.

(2) The final right to reject is subject to section 24.

(3) The right to reject under section 19(6) is not limited by those sections.

(4) Each of these rights entitles the consumer to reject the goods and treat the contract as at an end, subject to subsections (20) and (21).

(5) The right is exercised if the consumer indicates to the trader that the consumer is rejecting the goods and treating the contract as at an end.

(6) The indication may be something the consumer says or does, but it must be clear enough to be understood by the trader.

(7) From the time when the right is exercised—
(a) the trader has a duty to give the consumer a refund, subject to subsection (18), and

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(b) the consumer has a duty to make the goods available for collection by the trader or (if there is an agreement for the consumer to return rejected goods) to return them as agreed.

(8) Whether or not the consumer has a duty to return the rejected goods, the trader must bear any reasonable costs of returning them, other than any costs incurred by the consumer in returning the goods in person to the place where the consumer took physical possession of them.

(9) The consumer's entitlement to receive a refund works as follows.

(10) To the extent that the consumer paid money under the contract, the consumer is entitled to receive back the same amount of money.

(11) To the extent that the consumer transferred anything else under the contract, the consumer is entitled to receive back the same amount of what the consumer transferred, unless subsection (12) applies.

(12) To the extent that the consumer transferred under the contract something for which the same amount of the same thing cannot be substituted, the consumer is entitled to receive back in its original state whatever the consumer transferred.

(13) If the contract is for the hire of goods, the entitlement to a refund extends only to anything paid or otherwise transferred for a period of hire that the consumer does not get because the contract is treated as at an end.

(14) If the contract is a hire-purchase agreement or a conditional sales contract and the contract is treated as at an end before the whole of the price has been paid, the entitlement to a refund extends only to the part of the price paid.

(15) A refund under this section must be given without undue delay, and in any event within 14 days beginning with the day on which the trader agrees that the consumer is entitled to a refund.

(16) If the consumer paid money under the contract, the trader must give the refund using the same means of payment as the consumer used, unless the consumer expressly agrees otherwise.

(17) The trader must not impose any fee on the consumer in respect of the refund.

(18) There is no entitlement to receive a refund—

(a) if none of subsections (10) to (12) applies,

(b) to the extent that anything to which subsection (12) applies cannot be given back in its original state, or

(c) where subsection (13) applies, to the extent that anything the consumer transferred under the contract cannot be divided so as to give back only the amount, or part of the amount, to which the consumer is entitled.

(19) It may be open to a consumer to claim damages where there is no entitlement to receive a refund, or because of the limits of the entitlement, or instead of a refund.

(20) Subsection (21) qualifies the application in relation to England and Wales and Northern Ireland of the rights mentioned in subsections (1) to (3) where—

(a) the contract is a severable contract,

(b) in relation to the final right to reject, the contract is a contract for the hire of goods, a hire-purchase agreement or a contract for transfer of goods, and

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(c) section 26(3) does not apply.

(21) The consumer is entitled, depending on the terms of the contract and the circumstances of the case—

(a) to reject the goods to which a severable obligation relates and treat that obligation as at an end (so that the entitlement to a refund relates only to what the consumer paid or transferred in relation to that obligation), or

(b) to exercise any of the rights mentioned in subsections (1) to (3) in respect of the whole contract.

Commencement Information

I20 S. 20 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

21 Partial rejection of goods

(1) If the consumer has any of the rights mentioned in section 20(1) to (3), but does not reject all of the goods and treat the contract as at an end, the consumer—

(a) may reject some or all of the goods that do not conform to the contract, but

(b) may not reject any goods that do conform to the contract.

(2) If the consumer is entitled to reject the goods in an instalment, but does not reject all of those goods, the consumer—

(a) may reject some or all of the goods in the instalment that do not conform to the contract, but

(b) may not reject any goods in the instalment that do conform to the contract.

(3) If any of the goods form a commercial unit, the consumer cannot reject some of those goods without also rejecting the rest of them.

(4) A unit is a "commercial unit" if division of the unit would materially impair the value of the goods or the character of the unit.

(5) The consumer rejects goods under this section by indicating to the trader that the consumer is rejecting the goods.

(6) The indication may be something the consumer says or does, but it must be clear enough to be understood by the trader.

(7) From the time when a consumer rejects goods under this section—

(a) the trader has a duty to give the consumer a refund in respect of those goods (subject to subsection (10)), and

(b) the consumer has a duty to make those goods available for collection by the trader or (if there is an agreement for the consumer to return rejected goods) to return them as agreed.

(8) Whether or not the consumer has a duty to return the rejected goods, the trader must bear any reasonable costs of returning them, other than any costs incurred by the consumer in returning those goods in person to the place where the consumer took physical possession of them.

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(9) Section 20(10) to (17) apply to a consumer's right to receive a refund under this section (and in section 20(13) and (14) references to the contract being treated as at an end are to be read as references to goods being rejected).

(10) That right does not apply—

(a) if none of section 20(10) to (12) applies,

(b) to the extent that anything to which section 20(12) applies cannot be given back in its original state, or

(c) to the extent that anything the consumer transferred under the contract cannot be divided so as to give back only the amount, or part of the amount, to which the consumer is entitled.

(11) It may be open to a consumer to claim damages where there is no right to receive a refund, or because of the limits of the right, or instead of a refund.

(12) References in this section to goods conforming to a contract are to be read in accordance with section 19(1) and (2), but they also include the goods conforming to the terms described in section 17.

(13) Where section 20(21)(a) applies the reference in subsection (1) to the consumer treating the contract as at an end is to be read as a reference to the consumer treating the severable obligation as at an end.

Commencement Information

I21 S. 21 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

22 Time limit for short-term right to reject

(1) A consumer who has the short-term right to reject loses it if the time limit for exercising it passes without the consumer exercising it, unless the trader and the consumer agree that it may be exercised later.

(2) An agreement under which the short-term right to reject would be lost before the time limit passes is not binding on the consumer.

(3) The time limit for exercising the short-term right to reject (unless subsection (4) applies) is the end of 30 days beginning with the first day after these have all happened—

(a) ownership or (in the case of a contract for the hire of goods, a hire-purchase agreement or a conditional sales contract) possession of the goods has been transferred to the consumer,

(b) the goods have been delivered, and

(c) where the contract requires the trader to install the goods or take other action to enable the consumer to use them, the trader has notified the consumer that the action has been taken.

(4) If any of the goods are of a kind that can reasonably be expected to perish after a shorter period, the time limit for exercising the short-term right to reject in relation to those goods is the end of that shorter period (but without affecting the time limit in relation to goods that are not of that kind).

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(5) Subsections (3) and (4) do not prevent the consumer exercising the short-term right to reject before something mentioned in subsection (3)(a), (b) or (c) has happened.

(6) If the consumer requests or agrees to the repair or replacement of goods, the period mentioned in subsection (3) or (4) stops running for the length of the waiting period.

(7) If goods supplied by the trader in response to that request or agreement do not conform to the contract, the time limit for exercising the short-term right to reject is then either—

(a) 7 days after the waiting period ends, or

(b) if later, the original time limit for exercising that right, extended by the waiting period.

(8) The waiting period—

(a) begins with the day the consumer requests or agrees to the repair or replacement of the goods, and

(b) ends with the day on which the consumer receives goods supplied by the trader in response to the request or agreement.

Commencement Information

I22 S. 22 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

23 Right to repair or replacement

(1) This section applies if the consumer has the right to repair or replacement (see section 19(3) and (4)).

(2) If the consumer requires the trader to repair or replace the goods, the trader must—

(a) do so within a reasonable time and without significant inconvenience to the consumer, and

(b) bear any necessary costs incurred in doing so (including in particular the cost of any labour, materials or postage).

(3) The consumer cannot require the trader to repair or replace the goods if that remedy (the repair or the replacement)—

(a) is impossible, or

(b) is disproportionate compared to the other of those remedies.

(4) Either of those remedies is disproportionate compared to the other if it imposes costs on the trader which, compared to those imposed by the other, are unreasonable, taking into account—

(a) the value which the goods would have if they conformed to the contract,

(b) the significance of the lack of conformity, and

(c) whether the other remedy could be effected without significant inconvenience to the consumer.

(5) Any question as to what is a reasonable time or significant inconvenience is to be determined taking account of—

(a) the nature of the goods, and

(b) the purpose for which the goods were acquired.

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(6) A consumer who requires or agrees to the repair of goods cannot require the trader to replace them, or exercise the short-term right to reject, without giving the trader a reasonable time to repair them (unless giving the trader that time would cause significant inconvenience to the consumer).

(7) A consumer who requires or agrees to the replacement of goods cannot require the trader to repair them, or exercise the short-term right to reject, without giving the trader a reasonable time to replace them (unless giving the trader that time would cause significant inconvenience to the consumer).

(8) In this Chapter, "repair" in relation to goods that do not conform to a contract, means making them conform.

Commencement Information

I23 S. 23 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

24 Right to price reduction or final right to reject

(1) The right to a price reduction is the right—

(a) to require the trader to reduce by an appropriate amount the price the consumer is required to pay under the contract, or anything else the consumer is required to transfer under the contract, and

(b) to receive a refund from the trader for anything already paid or otherwise transferred by the consumer above the reduced amount.

(2) The amount of the reduction may, where appropriate, be the full amount of the price or whatever the consumer is required to transfer.

(3) Section 20(10) to (17) applies to a consumer's right to receive a refund under subsection (1)(b).

(4) The right to a price reduction does not apply—

(a) if what the consumer is (before the reduction) required to transfer under the contract, whether or not already transferred, cannot be divided up so as to enable the trader to receive or retain only the reduced amount, or

(b) if anything to which section 20(12) applies cannot be given back in its original state.

(5) A consumer who has the right to a price reduction and the final right to reject may only exercise one (not both), and may only do so in one of these situations—

(a) after one repair or one replacement, the goods do not conform to the contract;

(b) because of section 23(3) the consumer can require neither repair nor replacement of the goods; or

(c) the consumer has required the trader to repair or replace the goods, but the trader is in breach of the requirement of section 23(2)(a) to do so within a reasonable time and without significant inconvenience to the consumer.

(6) There has been a repair or replacement for the purposes of subsection (5)(a) if—

(a) the consumer has requested or agreed to repair or replacement of the goods (whether in relation to one fault or more than one), and

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(b) the trader has delivered goods to the consumer, or made goods available to the consumer, in response to the request or agreement.

(7) For the purposes of subsection (6) goods that the trader arranges to repair at the consumer's premises are made available when the trader indicates that the repairs are finished.

(8) If the consumer exercises the final right to reject, any refund to the consumer may be reduced by a deduction for use, to take account of the use the consumer has had of the goods in the period since they were delivered, but this is subject to subsections (9) and (10).

(9) No deduction may be made to take account of use in any period when the consumer had the goods only because the trader failed to collect them at an agreed time.

(10) No deduction may be made if the final right to reject is exercised in the first 6 months (see subsection (11)), unless—

(a) the goods consist of a motor vehicle, or

(b) the goods are of a description specified by order made by the Secretary of State by statutory instrument.

(11) In subsection (10) the first 6 months means 6 months beginning with the first day after these have all happened—

(a) ownership or (in the case of a contract for the hire of goods, a hire-purchase agreement or a conditional sales contract) possession of the goods has been transferred to the consumer,

(b) the goods have been delivered, and

(c) where the contract requires the trader to install the goods or take other action to enable the consumer to use them, the trader has notified the consumer that the action has been taken.

(12) In subsection (10)(a) "motor vehicle"—

(a) in relation to Great Britain, has the same meaning as in the Road Traffic Act 1988 (see sections 185 to 194 of that Act);

(b) in relation to Northern Ireland, has the same meaning as in the Road Traffic (Northern Ireland) Order 1995 (SI 1995/2994 (NI 18)) (see Parts I and V of that Order).

(13) But a vehicle is not a motor vehicle for the purposes of subsection (10)(a) if it is constructed or adapted—

(a) for the use of a person suffering from some physical defect or disability, and

(b) so that it may only be used by one such person at any one time.

(14) An order under subsection (10)(b)—

(a) may be made only if the Secretary of State is satisfied that it is appropriate to do so because of significant detriment caused to traders as a result of the application of subsection (10) in relation to goods of the description specified by the order;

(b) may contain transitional or transitory provision or savings.

(15) No order may be made under subsection (10)(b) unless a draft of the statutory instrument containing it has been laid before, and approved by a resolution of, each House of Parliament.

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

Commencement Information
I24 S. 24 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

Other rules about remedies under goods contracts

25 Delivery of wrong quantity

(1) Where the trader delivers to the consumer a quantity of goods less than the trader contracted to supply, the consumer may reject them, but if the consumer accepts them the consumer must pay for them at the contract rate.

(2) Where the trader delivers to the consumer a quantity of goods larger than the trader contracted to supply, the consumer may accept the goods included in the contract and reject the rest, or may reject all of the goods.

(3) Where the trader delivers to the consumer a quantity of goods larger than the trader contracted to supply and the consumer accepts all of the goods delivered, the consumer must pay for them at the contract rate.

(4) Where the consumer is entitled to reject goods under this section, any entitlement for the consumer to treat the contract as at an end depends on the terms of the contract and the circumstances of the case.

(5) The consumer rejects goods under this section by indicating to the trader that the consumer is rejecting the goods.

(6) The indication may be something the consumer says or does, but it must be clear enough to be understood by the trader.

(7) Subsections (1) to (3) do not prevent the consumer claiming damages, where it is open to the consumer to do so.

(8) This section is subject to any usage of trade, special agreement, or course of dealing between the parties.

Commencement Information
I25 S. 25 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

26 Instalment deliveries

(1) Under a contract to supply goods, the consumer is not bound to accept delivery of the goods by instalments, unless that has been agreed between the consumer and the trader.

(2) The following provisions apply if the contract provides for the goods to be delivered by stated instalments, which are to be separately paid for.

(3) If the trader makes defective deliveries in respect of one or more instalments, the consumer, apart from any entitlement to claim damages, may be (but is not necessarily) entitled—

(a) to exercise the short-term right to reject or the right to reject under section 19(6) (as applicable) in respect of the whole contract, or

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(b) to reject the goods in an instalment.

(4) Whether paragraph (a) or (b) of subsection (3) (or neither) applies to a consumer depends on the terms of the contract and the circumstances of the case.

(5) In subsection (3), making defective deliveries does not include failing to make a delivery in accordance with section 28.

(6) If the consumer neglects or refuses to take delivery of or pay for one or more instalments, the trader may—

(a) be entitled to treat the whole contract as at an end, or

(b) if it is a severable breach, have a claim for damages but not a right to treat the whole contract as at an end.

(7) Whether paragraph (a) or (b) of subsection (6) (or neither) applies to a trader depends on the terms of the contract and the circumstances of the case.

Commencement Information

I26 S. 26 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

27 Consignation, or payment into court, in Scotland

(1) Subsection (2) applies where—

(a) a consumer has not rejected goods which the consumer could have rejected for breach of a term mentioned in section 19(3) or (6),

(b) the consumer has chosen to treat the breach as giving rise only to a claim for damages or to a right to rely on the breach against a claim by the trader for the price of the goods, and

(c) the trader has begun proceedings in court to recover the price or has brought a counter-claim for the price.

(2) The court may require the consumer—

(a) to consign, or pay into court, the price of the goods, or part of the price, or

(b) to provide some other reasonable security for payment of the price.

Commencement Information

I27 S. 27 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

Other rules about goods contracts

28 Delivery of goods

(1) This section applies to any sales contract.

(2) Unless the trader and the consumer have agreed otherwise, the contract is to be treated as including a term that the trader must deliver the goods to the consumer.

(3) Unless there is an agreed time or period, the contract is to be treated as including a term that the trader must deliver the goods—

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(a) without undue delay, and
(b) in any event, not more than 30 days after the day on which the contract is entered into.

(4) In this section—
(a) an "agreed" time or period means a time or period agreed by the trader and the consumer for delivery of the goods;
(b) if there is an obligation to deliver the goods at the time the contract is entered into, that time counts as the "agreed" time.

(5) Subsections (6) and (7) apply if the trader does not deliver the goods in accordance with subsection (3) or at the agreed time or within the agreed period.

(6) If the circumstances are that—
(a) the trader has refused to deliver the goods,
(b) delivery of the goods at the agreed time or within the agreed period is essential taking into account all the relevant circumstances at the time the contract was entered into, or
(c) the consumer told the trader before the contract was entered into that delivery in accordance with subsection (3), or at the agreed time or within the agreed period, was essential,

then the consumer may treat the contract as at an end.

(7) In any other circumstances, the consumer may specify a period that is appropriate in the circumstances and require the trader to deliver the goods before the end of that period.

(8) If the consumer specifies a period under subsection (7) but the goods are not delivered within that period, then the consumer may treat the contract as at an end.

(9) If the consumer treats the contract as at an end under subsection (6) or (8), the trader must without undue delay reimburse all payments made under the contract.

(10) If subsection (6) or (8) applies but the consumer does not treat the contract as at an end—
(a) that does not prevent the consumer from cancelling the order for any of the goods or rejecting goods that have been delivered, and
(b) the trader must without undue delay reimburse all payments made under the contract in respect of any goods for which the consumer cancels the order or which the consumer rejects.

(11) If any of the goods form a commercial unit, the consumer cannot reject or cancel the order for some of those goods without also rejecting or cancelling the order for the rest of them.

(12) A unit is a "commercial unit" if division of the unit would materially impair the value of the goods or the character of the unit.

(13) This section does not prevent the consumer seeking other remedies where it is open to the consumer to do so.

(14) See section 2(5) and (6) for the application of this section where goods are sold at public auction.

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

Commencement Information
I28 S. 28 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

29 Passing of risk

(1) A sales contract is to be treated as including the following provisions as terms.

(2) The goods remain at the trader's risk until they come into the physical possession of—
- (a) the consumer, or
- (b) a person identified by the consumer to take possession of the goods.

(3) Subsection (2) does not apply if the goods are delivered to a carrier who—
- (a) is commissioned by the consumer to deliver the goods, and
- (b) is not a carrier the trader named as an option for the consumer.

(4) In that case the goods are at the consumer's risk on and after delivery to the carrier.

(5) Subsection (4) does not affect any liability of the carrier to the consumer in respect of the goods.

(6) See section 2(5) and (6) for the application of this section where goods are sold at public auction.

Commencement Information
I29 S. 29 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

30 Goods under guarantee

(1) This section applies where—
- (a) there is a contract to supply goods, and
- (b) there is a guarantee in relation to the goods.

(2) "Guarantee" here means an undertaking to the consumer given without extra charge by a person acting in the course of the person's business (the "guarantor") that, if the goods do not meet the specifications set out in the guarantee statement or in any associated advertising—
- (a) the consumer will be reimbursed for the price paid for the goods, or
- (b) the goods will be repaired, replaced or handled in any way.

(3) The guarantee takes effect, at the time the goods are delivered, as a contractual obligation owed by the guarantor under the conditions set out in the guarantee statement and in any associated advertising.

(4) The guarantor must ensure that—
- (a) the guarantee sets out in plain and intelligible language the contents of the guarantee and the essential particulars for making claims under the guarantee,
- (b) the guarantee states that the consumer has statutory rights in relation to the goods and that those rights are not affected by the guarantee, and

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(c) where the goods are offered within the territory of the United Kingdom, the guarantee is written in English.

(5) The contents of the guarantee to be set out in it include, in particular—
(a) the name and address of the guarantor, and
(b) the duration and territorial scope of the guarantee.

(6) The guarantor and any other person who offers to supply to consumers the goods which are the subject of the guarantee must, on request by the consumer, make the guarantee available to the consumer within a reasonable time, in writing and in a form accessible to the consumer.

(7) What is a reasonable time is a question of fact.

(8) If a person fails to comply with a requirement of this section, the enforcement authority may apply to the court for an injunction or (in Scotland) an order of specific implement against that person requiring that person to comply.

(9) On an application the court may grant an injunction or (in Scotland) an order of specific implement on such terms as it thinks appropriate.

(10) In this section—
"court" means—
(a) in relation to England and Wales, the High Court or the county court,
(b) in relation to Northern Ireland, the High Court or a county court, and
(c) in relation to Scotland, the Court of Session or the sheriff;
"enforcement authority" means—
(a) the Competition and Markets Authority,
(b) a local weights and measures authority in Great Britain, and
(c) the Department of Enterprise, Trade and Investment in Northern Ireland.

Commencement Information
I30 S. 30 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

Can a trader contract out of statutory rights and remedies under a goods contract?

31 Liability that cannot be excluded or restricted

(1) A term of a contract to supply goods is not binding on the consumer to the extent that it would exclude or restrict the trader's liability arising under any of these provisions—
(a) section 9 (goods to be of satisfactory quality);
(b) section 10 (goods to be fit for particular purpose);
(c) section 11 (goods to be as described);
(d) section 12 (other pre-contract information included in contract);
(e) section 13 (goods to match a sample);
(f) section 14 (goods to match a model seen or examined);
(g) section 15 (installation as part of conformity of the goods with the contract);
(h) section 16 (goods not conforming to contract if digital content does not conform);

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(i) section 17 (trader to have right to supply the goods etc);
(j) section 28 (delivery of goods);
(k) section 29 (passing of risk).

(2) That also means that a term of a contract to supply goods is not binding on the consumer to the extent that it would—
(a) exclude or restrict a right or remedy in respect of a liability under a provision listed in subsection (1),
(b) make such a right or remedy or its enforcement subject to a restrictive or onerous condition,
(c) allow a trader to put a person at a disadvantage as a result of pursuing such a right or remedy, or
(d) exclude or restrict rules of evidence or procedure.

(3) The reference in subsection (1) to excluding or restricting a liability also includes preventing an obligation or duty arising or limiting its extent.

(4) An agreement in writing to submit present or future differences to arbitration is not to be regarded as excluding or restricting any liability for the purposes of this section.

(5) Subsection (1)(i), and subsection (2) so far as it relates to liability under section 17, do not apply to a term of a contract for the hire of goods.

(6) But an express term of a contract for the hire of goods is not binding on the consumer to the extent that it would exclude or restrict a term that section 17 requires to be treated as included in the contract, unless it is inconsistent with that term (and see also section 62 (requirement for terms to be fair)).

(7) See Schedule 3 for provision about the enforcement of this section.

Commencement Information
I31 S. 31 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

32 Contracts applying law of non-EEA State

(1) If—
(a) the law of a country or territory other than an EEA State is chosen by the parties to be applicable to a sales contract, but
(b) the sales contract has a close connection with the United Kingdom,
this Chapter, except the provisions in subsection (2), applies despite that choice.

(2) The exceptions are—
(a) sections 11(4) and (5) and 12;
(b) sections 28 and 29;
(c) section 31(1)(d), (j) and (k).

(3) For cases where those provisions apply, or where the law applicable has not been chosen or the law of an EEA State is chosen, see Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations.

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

Commencement Information

I32 S. 32 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

CHAPTER 3

DIGITAL CONTENT

What digital content contracts are covered?

33 Contracts covered by this Chapter

(1) This Chapter applies to a contract for a trader to supply digital content to a consumer, if it is supplied or to be supplied for a price paid by the consumer.

(2) This Chapter also applies to a contract for a trader to supply digital content to a consumer, if—

(a) it is supplied free with goods or services or other digital content for which the consumer pays a price, and

(b) it is not generally available to consumers unless they have paid a price for it or for goods or services or other digital content.

(3) The references in subsections (1) and (2) to the consumer paying a price include references to the consumer using, by way of payment, any facility for which money has been paid.

(4) A trader does not supply digital content to a consumer for the purposes of this Part merely because the trader supplies a service by which digital content reaches the consumer.

(5) The Secretary of State may by order provide for this Chapter to apply to other contracts for a trader to supply digital content to a consumer, if the Secretary of State is satisfied that it is appropriate to do so because of significant detriment caused to consumers under contracts of the kind to which the order relates.

(6) An order under subsection (5)—

(a) may, in particular, amend this Act;

(b) may contain transitional or transitory provision or savings.

(7) A contract to which this Chapter applies is referred to in this Part as a "contract to supply digital content".

(8) This section, other than subsection (4), does not limit the application of section 46.

(9) The power to make an order under subsection (5) is exercisable by statutory instrument.

(10) No order may be made under subsection (5) unless a draft of the statutory instrument containing it has been laid before, and approved by a resolution of, each House of Parliament.

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

Commencement Information

I33 S. 33 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

What statutory rights are there under a digital content contract?

34 Digital content to be of satisfactory quality

(1) Every contract to supply digital content is to be treated as including a term that the quality of the digital content is satisfactory.

(2) The quality of digital content is satisfactory if it meets the standard that a reasonable person would consider satisfactory, taking account of—
- (a) any description of the digital content,
- (b) the price mentioned in section 33(1) or (2)(b) (if relevant), and
- (c) all the other relevant circumstances (see subsection (5)).

(3) The quality of digital content includes its state and condition; and the following aspects (among others) are in appropriate cases aspects of the quality of digital content—
- (a) fitness for all the purposes for which digital content of that kind is usually supplied;
- (b) freedom from minor defects;
- (c) safety;
- (d) durability.

(4) The term mentioned in subsection (1) does not cover anything which makes the quality of the digital content unsatisfactory—
- (a) which is specifically drawn to the consumer's attention before the contract is made,
- (b) where the consumer examines the digital content before the contract is made, which that examination ought to reveal, or
- (c) where the consumer examines a trial version before the contract is made, which would have been apparent on a reasonable examination of the trial version.

(5) The relevant circumstances mentioned in subsection (2)(c) include any public statement about the specific characteristics of the digital content made by the trader, the producer or any representative of the trader or the producer.

(6) That includes, in particular, any public statement made in advertising or labelling.

(7) But a public statement is not a relevant circumstance for the purposes of subsection (2)(c) if the trader shows that—
- (a) when the contract was made, the trader was not, and could not reasonably have been, aware of the statement,
- (b) before the contract was made, the statement had been publicly withdrawn or, to the extent that it contained anything which was incorrect or misleading, it had been publicly corrected, or
- (c) the consumer's decision to contract for the digital content could not have been influenced by the statement.

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(8) In a contract to supply digital content a term about the quality of the digital content may be treated as included as a matter of custom.

(9) See section 42 for a consumer's rights if the trader is in breach of a term that this section requires to be treated as included in a contract.

Commencement Information
I34 S. 34 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

35 Digital content to be fit for particular purpose

(1) Subsection (3) applies to a contract to supply digital content if before the contract is made the consumer makes known to the trader (expressly or by implication) any particular purpose for which the consumer is contracting for the digital content.

(2) Subsection (3) also applies to a contract to supply digital content if—
- (a) the digital content was previously sold by a credit-broker to the trader,
- (b) the consideration or part of it is a sum payable by instalments, and
- (c) before the contract is made, the consumer makes known to the credit-broker (expressly or by implication) any particular purpose for which the consumer is contracting for the digital content.

(3) The contract is to be treated as including a term that the digital content is reasonably fit for that purpose, whether or not that is a purpose for which digital content of that kind is usually supplied.

(4) Subsection (3) does not apply if the circumstances show that the consumer does not rely, or it is unreasonable for the consumer to rely, on the skill or judgment of the trader or credit-broker.

(5) A contract to supply digital content may be treated as making provision about the fitness of the digital content for a particular purpose as a matter of custom.

(6) See section 42 for a consumer's rights if the trader is in breach of a term that this section requires to be treated as included in a contract.

Commencement Information
I35 S. 35 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

36 Digital content to be as described

(1) Every contract to supply digital content is to be treated as including a term that the digital content will match any description of it given by the trader to the consumer.

(2) Where the consumer examines a trial version before the contract is made, it is not sufficient that the digital content matches (or is better than) the trial version if the digital content does not also match any description of it given by the trader to the consumer.

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(3) Any information that is provided by the trader about the digital content that is information mentioned in paragraph (a), (j) or (k) of Schedule 1 or paragraph (a), (v) or (w) of Schedule 2 (main characteristics, functionality and compatibility) to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (SI 2013/3134) is to be treated as included as a term of the contract.

(4) A change to any of that information, made before entering into the contract or later, is not effective unless expressly agreed between the consumer and the trader.

(5) See section 42 for a consumer's rights if the trader is in breach of a term that this section requires to be treated as included in a contract.

Commencement Information

I36 S. 36 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

37 Other pre-contract information included in contract

(1) This section applies to any contract to supply digital content.

(2) Where regulation 9, 10 or 13 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (SI 2013/3134) required the trader to provide information to the consumer before the contract became binding, any of that information that was provided by the trader other than information about the digital content and mentioned in paragraph (a), (j) or (k) of Schedule 1 or paragraph (a), (v) or (w) of Schedule 2 to the Regulations (main characteristics, functionality and compatibility) is to be treated as included as a term of the contract.

(3) A change to any of that information, made before entering into the contract or later, is not effective unless expressly agreed between the consumer and the trader.

(4) See section 42 for a consumer's rights if the trader is in breach of a term that this section requires to be treated as included in a contract.

Commencement Information

I37 S. 37 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

38 No other requirement to treat term about quality or fitness as included

(1) Except as provided by sections 34 and 35, a contract to supply digital content is not to be treated as including any term about the quality of the digital content or its fitness for any particular purpose, unless the term is expressly included in the contract.

(2) Subsection (1) is subject to provision made by any other enactment, whenever passed or made.

Commencement Information

I38 S. 38 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

39 Supply by transmission and facilities for continued transmission

(1) Subsection (2) applies where there is a contract to supply digital content and the consumer's access to the content on a device requires its transmission to the device under arrangements initiated by the trader.

(2) For the purposes of this Chapter, the digital content is supplied—
- (a) when the content reaches the device, or
- (b) if earlier, when the content reaches another trader chosen by the consumer to supply, under a contract with the consumer, a service by which digital content reaches the device.

(3) Subsections (5) to (7) apply where—
- (a) there is a contract to supply digital content, and
- (b) after the trader (T) has supplied the digital content, the consumer is to have access under the contract to a processing facility under arrangements made by T.

(4) A processing facility is a facility by which T or another trader will receive digital content from the consumer and transmit digital content to the consumer (whether or not other features are to be included under the contract).

(5) The contract is to be treated as including a term that the processing facility (with any feature that the facility is to include under the contract) must be available to the consumer for a reasonable time, unless a time is specified in the contract.

(6) The following provisions apply to all digital content transmitted to the consumer on each occasion under the facility, while it is provided under the contract, as they apply to the digital content first supplied—
- (a) section 34 (quality);
- (b) section 35 (fitness for a particular purpose);
- (c) section 36 (description).

(7) Breach of a term treated as included under subsection (5) has the same effect as breach of a term treated as included under those sections (see section 42).

Commencement Information

I39 S. 39 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

40 Quality, fitness and description of content supplied subject to modifications

(1) Where under a contract a trader supplies digital content to a consumer subject to the right of the trader or a third party to modify the digital content, the following provisions apply in relation to the digital content as modified as they apply in relation to the digital content as supplied under the contract—
- (a) section 34 (quality);
- (b) section 35 (fitness for a particular purpose);
- (c) section 36 (description).

(2) Subsection (1)(c) does not prevent the trader from improving the features of, or adding new features to, the digital content, as long as—

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(a) the digital content continues to match the description of it given by the trader to the consumer, and

(b) the digital content continues to conform to the information provided by the trader as mentioned in subsection (3) of section 36, subject to any change to that information that has been agreed in accordance with subsection (4) of that section.

(3) A claim on the grounds that digital content does not conform to a term described in any of the sections listed in subsection (1) as applied by that subsection is to be treated as arising at the time when the digital content was supplied under the contract and not the time when it is modified.

Commencement Information

I40 S. 40 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

41 Trader's right to supply digital content

(1) Every contract to supply digital content is to be treated as including a term—

(a) in relation to any digital content which is supplied under the contract and which the consumer has paid for, that the trader has the right to supply that content to the consumer;

(b) in relation to any digital content which the trader agrees to supply under the contract and which the consumer has paid for, that the trader will have the right to supply it to the consumer at the time when it is to be supplied.

(2) See section 42 for a consumer's rights if the trader is in breach of a term that this section requires to be treated as included in a contract.

Commencement Information

I41 S. 41 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

What remedies are there if statutory rights under a digital content contract are not met?

42 Consumer's rights to enforce terms about digital content

(1) In this section and section 43 references to digital content conforming to a contract are references to the digital content conforming to the terms described in sections 34, 35 and 36.

(2) If the digital content does not conform to the contract, the consumer's rights (and the provisions about them and when they are available) are—

(a) the right to repair or replacement (see section 43);

(b) the right to a price reduction (see section 44).

(3) Section 16 also applies if an item including the digital content is supplied.

(4) If the trader is in breach of a term that section 37 requires to be treated as included in the contract, the consumer has the right to recover from the trader the amount of any costs incurred by the consumer as a result of the breach, up to the amount of the

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

price paid for the digital content or for any facility within section 33(3) used by the consumer.

(5) If the trader is in breach of the term that section 41(1) (right to supply the content) requires to be treated as included in the contract, the consumer has the right to a refund (see section 45 for provisions about that right and when it is available).

(6) This Chapter does not prevent the consumer seeking other remedies for a breach of a term to which any of subsections (2), (4) or (5) applies, instead of or in addition to a remedy referred to there (but not so as to recover twice for the same loss).

(7) Those other remedies include any of the following that is open to the consumer in the circumstances—
- (a) claiming damages;
- (b) seeking to recover money paid where the consideration for payment of the money has failed;
- (c) seeking specific performance;
- (d) seeking an order for specific implement;
- (e) relying on the breach against a claim by the trader for the price.

(8) It is not open to the consumer to treat the contract as at an end for breach of a term to which any of subsections (2), (4) or (5) applies.

(9) For the purposes of subsection (2), digital content which does not conform to the contract at any time within the period of six months beginning with the day on which it was supplied must be taken not to have conformed to the contract when it was supplied.

(10) Subsection (9) does not apply if—
- (a) it is established that the digital content did conform to the contract when it was supplied, or
- (b) its application is incompatible with the nature of the digital content or with how it fails to conform to the contract.

Commencement Information
I42 S. 42 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

43 Right to repair or replacement

(1) This section applies if the consumer has the right to repair or replacement.

(2) If the consumer requires the trader to repair or replace the digital content, the trader must—
- (a) do so within a reasonable time and without significant inconvenience to the consumer; and
- (b) bear any necessary costs incurred in doing so (including in particular the cost of any labour, materials or postage).

(3) The consumer cannot require the trader to repair or replace the digital content if that remedy (the repair or the replacement)—
- (a) is impossible, or
- (b) is disproportionate compared to the other of those remedies.

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(4) Either of those remedies is disproportionate compared to the other if it imposes costs on the trader which, compared to those imposed by the other, are unreasonable, taking into account—
  (a) the value which the digital content would have if it conformed to the contract,
  (b) the significance of the lack of conformity, and
  (c) whether the other remedy could be effected without significant inconvenience to the consumer.

(5) Any question as to what is a reasonable time or significant inconvenience is to be determined taking account of—
  (a) the nature of the digital content, and
  (b) the purpose for which the digital content was obtained or accessed.

(6) A consumer who requires or agrees to the repair of digital content cannot require the trader to replace it without giving the trader a reasonable time to repair it (unless giving the trader that time would cause significant inconvenience to the consumer).

(7) A consumer who requires or agrees to the replacement of digital content cannot require the trader to repair it without giving the trader a reasonable time to replace it (unless giving the trader that time would cause significant inconvenience to the consumer).

(8) In this Chapter, "repair" in relation to digital content that does not conform to a contract, means making it conform.

Commencement Information
I43 S. 43 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

44 Right to price reduction

(1) The right to a price reduction is the right to require the trader to reduce the price to the consumer by an appropriate amount (including the right to receive a refund for anything already paid above the reduced amount).

(2) The amount of the reduction may, where appropriate, be the full amount of the price.

(3) A consumer who has that right may only exercise it in one of these situations—
  (a) because of section 43(3)(a) the consumer can require neither repair nor replacement of the digital content, or
  (b) the consumer has required the trader to repair or replace the digital content, but the trader is in breach of the requirement of section 43(2)(a) to do so within a reasonable time and without significant inconvenience to the consumer.

(4) A refund under this section must be given without undue delay, and in any event within 14 days beginning with the day on which the trader agrees that the consumer is entitled to a refund.

(5) The trader must give the refund using the same means of payment as the consumer used to pay for the digital content, unless the consumer expressly agrees otherwise.

(6) The trader must not impose any fee on the consumer in respect of the refund.

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

Commencement Information
I44 S. 44 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

45 Right to a refund

(1) The right to a refund gives the consumer the right to receive a refund from the trader of all money paid by the consumer for the digital content (subject to subsection (2)).

(2) If the breach giving the consumer the right to a refund affects only some of the digital content supplied under the contract, the right to a refund does not extend to any part of the price attributable to digital content that is not affected by the breach.

(3) A refund must be given without undue delay, and in any event within 14 days beginning with the day on which the trader agrees that the consumer is entitled to a refund.

(4) The trader must give the refund using the same means of payment as the consumer used to pay for the digital content, unless the consumer expressly agrees otherwise.

(5) The trader must not impose any fee on the consumer in respect of the refund.

Commencement Information
I45 S. 45 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

Compensation for damage to device or to other digital content

46 Remedy for damage to device or to other digital content

(1) This section applies if—
- (a) a trader supplies digital content to a consumer under a contract,
- (b) the digital content causes damage to a device or to other digital content,
- (c) the device or digital content that is damaged belongs to the consumer, and
- (d) the damage is of a kind that would not have occurred if the trader had exercised reasonable care and skill.

(2) If the consumer requires the trader to provide a remedy under this section, the trader must either—
- (a) repair the damage in accordance with subsection (3), or
- (b) compensate the consumer for the damage with an appropriate payment.

(3) To repair the damage in accordance with this subsection, the trader must—
- (a) repair the damage within a reasonable time and without significant inconvenience to the consumer, and
- (b) bear any necessary costs incurred in repairing the damage (including in particular the cost of any labour, materials or postage).

(4) Any question as to what is a reasonable time or significant inconvenience is to be determined taking account of—
- (a) the nature of the device or digital content that is damaged, and

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(b) the purpose for which it is used by the consumer.

(5) A compensation payment under this section must be made without undue delay, and in any event within 14 days beginning with the day on which the trader agrees that the consumer is entitled to the payment.

(6) The trader must not impose any fee on the consumer in respect of the payment.

(7) A consumer with a right to a remedy under this section may bring a claim in civil proceedings to enforce that right.

(8) The Limitation Act 1980 and the Limitation (Northern Ireland) Order 1989 (SI 1989/1339 (NI 11)) apply to a claim under this section as if it were an action founded on simple contract.

(9) The Prescription and Limitation (Scotland) Act 1973 applies to a right to a remedy under this section as if it were an obligation to which section 6 of that Act applies.

Commencement Information

I46 S. 46 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

Can a trader contract out of statutory rights and remedies under a digital content contract?

47 Liability that cannot be excluded or restricted

(1) A term of a contract to supply digital content is not binding on the consumer to the extent that it would exclude or restrict the trader's liability arising under any of these provisions—

(a) section 34 (digital content to be of satisfactory quality),

(b) section 35 (digital content to be fit for particular purpose),

(c) section 36 (digital content to be as described),

(d) section 37 (other pre-contract information included in contract), or

(e) section 41 (trader's right to supply digital content).

(2) That also means that a term of a contract to supply digital content is not binding on the consumer to the extent that it would—

(a) exclude or restrict a right or remedy in respect of a liability under a provision listed in subsection (1),

(b) make such a right or remedy or its enforcement subject to a restrictive or onerous condition,

(c) allow a trader to put a person at a disadvantage as a result of pursuing such a right or remedy, or

(d) exclude or restrict rules of evidence or procedure.

(3) The reference in subsection (1) to excluding or restricting a liability also includes preventing an obligation or duty arising or limiting its extent.

(4) An agreement in writing to submit present or future differences to arbitration is not to be regarded as excluding or restricting any liability for the purposes of this section.

(5) See Schedule 3 for provision about the enforcement of this section.

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(6) For provision limiting the ability of a trader under a contract within section 46 to exclude or restrict the trader's liability under that section, see section 62.

Commencement Information

I47 S. 47 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

CHAPTER 4

SERVICES

What services contracts are covered?

48 Contracts covered by this Chapter

(1) This Chapter applies to a contract for a trader to supply a service to a consumer.

(2) That does not include a contract of employment or apprenticeship.

(3) In relation to Scotland, this Chapter does not apply to a gratuitous contract.

(4) A contract to which this Chapter applies is referred to in this Part as a "contract to supply a service".

(5) The Secretary of State may by order made by statutory instrument provide that a provision of this Chapter does not apply in relation to a service of a description specified in the order.

(6) The power in subsection (5) includes power to provide that a provision of this Chapter does not apply in relation to a service of a description specified in the order in the circumstances so specified.

(7) An order under subsection (5) may contain transitional or transitory provision or savings.

(8) No order may be made under subsection (5) unless a draft of the statutory instrument containing it has been laid before, and approved by a resolution of, each House of Parliament.

Commencement Information

I48 S. 48 partly in force; s. 48(5)-(8) in force at Royal Assent, see s. 100(2)(a)(5)

I49 S. 48(1)-(4) in force at 1.10.2015 for specified purposes by S.I. 2015/1630, **art. 3(b)** (with art. 6(1))

What statutory rights are there under a services contract?

49 Service to be performed with reasonable care and skill

(1) Every contract to supply a service is to be treated as including a term that the trader must perform the service with reasonable care and skill.

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(2) See section 54 for a consumer's rights if the trader is in breach of a term that this section requires to be treated as included in a contract.

Commencement Information

I50 S. 49 in force at 1.10.2015 for specified purposes by S.I. 2015/1630, **art. 3(c)** (with art. 6(1))

50 Information about the trader or service to be binding

(1) Every contract to supply a service is to be treated as including as a term of the contract anything that is said or written to the consumer, by or on behalf of the trader, about the trader or the service, if—

(a) it is taken into account by the consumer when deciding to enter into the contract, or

(b) it is taken into account by the consumer when making any decision about the service after entering into the contract.

(2) Anything taken into account by the consumer as mentioned in subsection (1)(a) or (b) is subject to—

(a) anything that qualified it and was said or written to the consumer by the trader on the same occasion, and

(b) any change to it that has been expressly agreed between the consumer and the trader (before entering into the contract or later).

(3) Without prejudice to subsection (1), any information provided by the trader in accordance with regulation 9, 10 or 13 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (SI 2013/3134) is to be treated as included as a term of the contract.

(4) A change to any of the information mentioned in subsection (3), made before entering into the contract or later, is not effective unless expressly agreed between the consumer and the trader.

(5) See section 54 for a consumer's rights if the trader is in breach of a term that this section requires to be treated as included in a contract.

Commencement Information

I51 S. 50 in force at 1.10.2015 for specified purposes by S.I. 2015/1630, **art. 3(c)** (with art. 6(1))

51 Reasonable price to be paid for a service

(1) This section applies to a contract to supply a service if—

(a) the consumer has not paid a price or other consideration for the service,

(b) the contract does not expressly fix a price or other consideration, and does not say how it is to be fixed, and

(c) anything that is to be treated under section 50 as included in the contract does not fix a price or other consideration either.

(2) In that case the contract is to be treated as including a term that the consumer must pay a reasonable price for the service, and no more.

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(3) What is a reasonable price is a question of fact.

Commencement Information
I52 S. 51 in force at 1.10.2015 for specified purposes by S.I. 2015/1630, **art. 3(c)** (with art. 6(1))

52 Service to be performed within a reasonable time

(1) This section applies to a contract to supply a service, if—
  (a) the contract does not expressly fix the time for the service to be performed, and does not say how it is to be fixed, and
  (b) information that is to be treated under section 50 as included in the contract does not fix the time either.

(2) In that case the contract is to be treated as including a term that the trader must perform the service within a reasonable time.

(3) What is a reasonable time is a question of fact.

(4) See section 54 for a consumer's rights if the trader is in breach of a term that this section requires to be treated as included in a contract.

Commencement Information
I53 S. 52 in force at 1.10.2015 for specified purposes by S.I. 2015/1630, **art. 3(c)** (with art. 6(1))

53 Relation to other law on contract terms

(1) Nothing in this Chapter affects any enactment or rule of law that imposes a stricter duty on the trader.

(2) This Chapter is subject to any other enactment which defines or restricts the rights, duties or liabilities arising in connection with a service of any description.

Commencement Information
I54 S. 53 in force at 1.10.2015 for specified purposes by S.I. 2015/1630, **art. 3(c)** (with art. 6(1))

What remedies are there if statutory rights under a services contract are not met?

54 Consumer's rights to enforce terms about services

(1) The consumer's rights under this section and sections 55 and 56 do not affect any rights that the contract provides for, if those are not inconsistent.

(2) In this section and section 55 a reference to a service conforming to a contract is a reference to—
  (a) the service being performed in accordance with section 49, or
  (b) the service conforming to a term that section 50 requires to be treated as included in the contract and that relates to the performance of the service.

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(3) If the service does not conform to the contract, the consumer's rights (and the provisions about them and when they are available) are—
  (a) the right to require repeat performance (see section 55);
  (b) the right to a price reduction (see section 56).

(4) If the trader is in breach of a term that section 50 requires to be treated as included in the contract but that does not relate to the service, the consumer has the right to a price reduction (see section 56 for provisions about that right and when it is available).

(5) If the trader is in breach of what the contract requires under section 52 (performance within a reasonable time), the consumer has the right to a price reduction (see section 56 for provisions about that right and when it is available).

(6) This section and sections 55 and 56 do not prevent the consumer seeking other remedies for a breach of a term to which any of subsections (3) to (5) applies, instead of or in addition to a remedy referred to there (but not so as to recover twice for the same loss).

(7) Those other remedies include any of the following that is open to the consumer in the circumstances—
  (a) claiming damages;
  (b) seeking to recover money paid where the consideration for payment of the money has failed;
  (c) seeking specific performance;
  (d) seeking an order for specific implement;
  (e) relying on the breach against a claim by the trader under the contract;
  (f) exercising a right to treat the contract as at an end.

Commencement Information
I55 S. 54 in force at 1.10.2015 for specified purposes by S.I. 2015/1630, **art. 3(c)** (with art. 6(1))

55 Right to repeat performance

(1) The right to require repeat performance is a right to require the trader to perform the service again, to the extent necessary to complete its performance in conformity with the contract.

(2) If the consumer requires such repeat performance, the trader—
  (a) must provide it within a reasonable time and without significant inconvenience to the consumer; and
  (b) must bear any necessary costs incurred in doing so (including in particular the cost of any labour or materials).

(3) The consumer cannot require repeat performance if completing performance of the service in conformity with the contract is impossible.

(4) Any question as to what is a reasonable time or significant inconvenience is to be determined taking account of—
  (a) the nature of the service, and
  (b) the purpose for which the service was to be performed.

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

Commencement Information

I56 S. 55 in force at 1.10.2015 for specified purposes by S.I. 2015/1630, **art. 3(c)** (with art. 6(1))

56 Right to price reduction

(1) The right to a price reduction is the right to require the trader to reduce the price to the consumer by an appropriate amount (including the right to receive a refund for anything already paid above the reduced amount).

(2) The amount of the reduction may, where appropriate, be the full amount of the price.

(3) A consumer who has that right and the right to require repeat performance is only entitled to a price reduction in one of these situations—

(a) because of section 55(3) the consumer cannot require repeat performance; or

(b) the consumer has required repeat performance, but the trader is in breach of the requirement of section 55(2)(a) to do it within a reasonable time and without significant inconvenience to the consumer.

(4) A refund under this section must be given without undue delay, and in any event within 14 days beginning with the day on which the trader agrees that the consumer is entitled to a refund.

(5) The trader must give the refund using the same means of payment as the consumer used to pay for the service, unless the consumer expressly agrees otherwise.

(6) The trader must not impose any fee on the consumer in respect of the refund.

Commencement Information

I57 S. 56 in force at 1.10.2015 for specified purposes by S.I. 2015/1630, **art. 3(c)** (with art. 6(1))

Can a trader contract out of statutory rights and remedies under a services contract?

57 Liability that cannot be excluded or restricted

(1) A term of a contract to supply services is not binding on the consumer to the extent that it would exclude the trader's liability arising under section 49 (service to be performed with reasonable care and skill).

(2) Subject to section 50(2), a term of a contract to supply services is not binding on the consumer to the extent that it would exclude the trader's liability arising under section 50 (information about trader or service to be binding).

(3) A term of a contract to supply services is not binding on the consumer to the extent that it would restrict the trader's liability arising under any of sections 49 and 50 and, where they apply, sections 51 and 52 (reasonable price and reasonable time), if it would prevent the consumer in an appropriate case from recovering the price paid or the value of any other consideration. (If it would not prevent the consumer from doing so, Part 2 (unfair terms) may apply.)

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(4) That also means that a term of a contract to supply services is not binding on the consumer to the extent that it would —
  (a) exclude or restrict a right or remedy in respect of a liability under any of sections 49 to 52,
  (b) make such a right or remedy or its enforcement subject to a restrictive or onerous condition,
  (c) allow a trader to put a person at a disadvantage as a result of pursuing such a right or remedy, or
  (d) exclude or restrict rules of evidence or procedure.

(5) The references in subsections (1) to (3) to excluding or restricting a liability also include preventing an obligation or duty arising or limiting its extent.

(6) An agreement in writing to submit present or future differences to arbitration is not to be regarded as excluding or restricting any liability for the purposes of this section.

(7) See Schedule 3 for provision about the enforcement of this section.

Commencement Information
I58 S. 57 partly in force; s. 57(2)(3) in force at Royal Assent, see s. 61(3)
I59 S. 57 in force at 1.10.2015 for specified purposes by S.I. 2015/1630, **art. 3(c)** (with art. 6(1))

CHAPTER 5

GENERAL AND SUPPLEMENTARY PROVISIONS

58 Powers of the court

(1) In any proceedings in which a remedy is sought by virtue of section 19(3) or (4), 42(2) or 54(3), the court, in addition to any other power it has, may act under this section.

(2) On the application of the consumer the court may make an order requiring specific performance or, in Scotland, specific implement by the trader of any obligation imposed on the trader by virtue of section 23, 43 or 55.

(3) Subsection (4) applies if—
  (a) the consumer claims to exercise a right under the relevant remedies provisions, but
  (b) the court decides that those provisions have the effect that exercise of another right is appropriate.

(4) The court may proceed as if the consumer had exercised that other right.

(5) If the consumer has claimed to exercise the final right to reject, the court may order that any reimbursement to the consumer is reduced by a deduction for use, to take account of the use the consumer has had of the goods in the period since they were delivered.

(6) Any deduction for use is limited as set out in section 24(9) and (10).

(7) The court may make an order under this section unconditionally or on such terms and conditions as to damages, payment of the price and otherwise as it thinks just.

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(8) The "relevant remedies provisions" are—

(a) where Chapter 2 applies, sections 23 and 24;

(b) where Chapter 3 applies, sections 43 and 44;

(c) where Chapter 4 applies, sections 55 and 56.

Commencement Information

I60 S. 58 in force at 1.10.2015 for specified purposes by S.I. 2015/1630, **art. 3(c)** (with art. 6(1))

59 Interpretation

(1) These definitions apply in this Part (as well as the key definitions in section 2)—

"conditional sales contract" has the meaning given in section 5(3);

"Consumer Rights Directive" means Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council;

"credit-broker" means a person acting in the course of a business of credit brokerage carried on by that person;

"credit brokerage" means—

(a) introducing individuals who want to obtain credit to persons carrying on any business so far as it relates to the provision of credit,

(b) introducing individuals who want to obtain goods on hire to persons carrying on a business which comprises or relates to supplying goods under a contract for the hire of goods, or

(c) introducing individuals who want to obtain credit, or to obtain goods on hire, to other persons engaged in credit brokerage;

"delivery" means voluntary transfer of possession from one person to another;

"enactment" includes—

(a) an enactment contained in subordinate legislation within the meaning of the Interpretation Act 1978,

(b) an enactment contained in, or in an instrument made under, a Measure or Act of the National Assembly for Wales,

(c) an enactment contained in, or in an instrument made under, an Act of the Scottish Parliament, and

(d) an enactment contained in, or in an instrument made under, Northern Ireland legislation;

"producer", in relation to goods or digital content, means—

(a) the manufacturer,

(b) the importer into the European Economic Area, or

(c) any person who purports to be a producer by placing the person's name, trade mark or other distinctive sign on the goods or using it in connection with the digital content.

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(2) References in this Part to treating a contract as at an end are to be read in accordance with section 19(13).

Commencement Information
I61 S. 59 in force at 1.10.2015 for specified purposes by S.I. 2015/1630, **art. 3(c)** (with art. 6(1))

60 Changes to other legislation

Schedule 1 (amendments consequential on this Part) has effect.

Commencement Information
I62 S. 60 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(c)** (with art. 6(1))

PART 2

UNFAIR TERMS

What contracts and notices are covered by this Part?

61 Contracts and notices covered by this Part

(1) This Part applies to a contract between a trader and a consumer.

(2) This does not include a contract of employment or apprenticeship.

(3) A contract to which this Part applies is referred to in this Part as a "consumer contract".

(4) This Part applies to a notice to the extent that it—
  (a) relates to rights or obligations as between a trader and a consumer, or
  (b) purports to exclude or restrict a trader's liability to a consumer.

(5) This does not include a notice relating to rights, obligations or liabilities as between an employer and an employee.

(6) It does not matter for the purposes of subsection (4) whether the notice is expressed to apply to a consumer, as long as it is reasonable to assume it is intended to be seen or heard by a consumer.

(7) A notice to which this Part applies is referred to in this Part as a "consumer notice".

(8) In this section "notice" includes an announcement, whether or not in writing, and any other communication or purported communication.

Commencement Information
I63 S. 61 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(c)** (with art. 6(1))

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

What are the general rules about fairness of contract terms and notices?

62 Requirement for contract terms and notices to be fair

(1) An unfair term of a consumer contract is not binding on the consumer.

(2) An unfair consumer notice is not binding on the consumer.

(3) This does not prevent the consumer from relying on the term or notice if the consumer chooses to do so.

(4) A term is unfair if, contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations under the contract to the detriment of the consumer.

(5) Whether a term is fair is to be determined—
- (a) taking into account the nature of the subject matter of the contract, and
- (b) by reference to all the circumstances existing when the term was agreed and to all of the other terms of the contract or of any other contract on which it depends.

(6) A notice is unfair if, contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations to the detriment of the consumer.

(7) Whether a notice is fair is to be determined—
- (a) taking into account the nature of the subject matter of the notice, and
- (b) by reference to all the circumstances existing when the rights or obligations to which it relates arose and to the terms of any contract on which it depends.

(8) This section does not affect the operation of—
- (a) section 31 (exclusion of liability: goods contracts),
- (b) section 47 (exclusion of liability: digital content contracts),
- (c) section 57 (exclusion of liability: services contracts), or
- (d) section 65 (exclusion of negligence liability).

Commencement Information
I64 S. 62 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(c)** (with art. 6(1))

63 Contract terms which may or must be regarded as unfair

(1) Part 1 of Schedule 2 contains an indicative and non-exhaustive list of terms of consumer contracts that may be regarded as unfair for the purposes of this Part.

(2) Part 1 of Schedule 2 is subject to Part 2 of that Schedule; but a term listed in Part 2 of that Schedule may nevertheless be assessed for fairness under section 62 unless section 64 or 73 applies to it.

(3) The Secretary of State may by order made by statutory instrument amend Schedule 2 so as to add, modify or remove an entry in Part 1 or Part 2 of that Schedule.

(4) An order under subsection (3) may contain transitional or transitory provision or savings.

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(5) No order may be made under subsection (3) unless a draft of the statutory instrument containing it has been laid before, and approved by a resolution of, each House of Parliament.

(6) A term of a consumer contract must be regarded as unfair if it has the effect that the consumer bears the burden of proof with respect to compliance by a distance supplier or an intermediary with an obligation under any enactment or rule implementing the Distance Marketing Directive.

(7) In subsection (6)—

"the Distance Marketing Directive" means Directive 2002/65/EC of the European Parliament and of the Council of 23 September 2002 concerning the distance marketing of consumer financial services and amending Council Directive 90/619/EEC and Directives 97/7/EC and 98/27/EC;

"distance supplier" means—

(a) a supplier under a distance contract within the meaning of the Financial Services (Distance Marketing) Regulations 2004 (SI 2004/2095), or

(b) a supplier of unsolicited financial services within the meaning of regulation 15 of those regulations;

"enactment" includes an enactment contained in subordinate legislation within the meaning of the Interpretation Act 1978;

"intermediary" has the same meaning as in the Financial Services (Distance Marketing) Regulations 2004;

"rule" means a rule made by the Financial Conduct Authority or the Prudential Regulation Authority under the Financial Services and Markets Act 2000 or by a designated professional body within the meaning of section 326(2) of that Act.

Commencement Information

I65 S. 63 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(c)** (with art. 6(1))

64 Exclusion from assessment of fairness

(1) A term of a consumer contract may not be assessed for fairness under section 62 to the extent that—

(a) it specifies the main subject matter of the contract, or

(b) the assessment is of the appropriateness of the price payable under the contract by comparison with the goods, digital content or services supplied under it.

(2) Subsection (1) excludes a term from an assessment under section 62 only if it is transparent and prominent.

(3) A term is transparent for the purposes of this Part if it is expressed in plain and intelligible language and (in the case of a written term) is legible.

(4) A term is prominent for the purposes of this section if it is brought to the consumer's attention in such a way that an average consumer would be aware of the term.

(5) In subsection (4) "average consumer" means a consumer who is reasonably well-informed, observant and circumspect.

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(6) This section does not apply to a term of a contract listed in Part 1 of Schedule 2.

Commencement Information
I66 S. 64 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(c)** (with art. 6(1))

65 Bar on exclusion or restriction of negligence liability

(1) A trader cannot by a term of a consumer contract or by a consumer notice exclude or restrict liability for death or personal injury resulting from negligence.

(2) Where a term of a consumer contract, or a consumer notice, purports to exclude or restrict a trader's liability for negligence, a person is not to be taken to have voluntarily accepted any risk merely because the person agreed to or knew about the term or notice.

(3) In this section "personal injury" includes any disease and any impairment of physical or mental condition.

(4) In this section "negligence" means the breach of—
- (a) any obligation to take reasonable care or exercise reasonable skill in the performance of a contract where the obligation arises from an express or implied term of the contract,
- (b) a common law duty to take reasonable care or exercise reasonable skill,
- (c) the common duty of care imposed by the Occupiers' Liability Act 1957 or the Occupiers' Liability Act (Northern Ireland) 1957, or
- (d) the duty of reasonable care imposed by section 2(1) of the Occupiers' Liability (Scotland) Act 1960.

(5) It is immaterial for the purposes of subsection (4)—
- (a) whether a breach of duty or obligation was inadvertent or intentional, or
- (b) whether liability for it arises directly or vicariously.

(6) This section is subject to section 66 (which makes provision about the scope of this section).

Commencement Information
I67 S. 65 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(c)** (with art. 6(1))

66 Scope of section 65

(1) Section 65 does not apply to—
- (a) any contract so far as it is a contract of insurance, including a contract to pay an annuity on human life, or
- (b) any contract so far as it relates to the creation or transfer of an interest in land.

(2) Section 65 does not affect the validity of any discharge or indemnity given by a person in consideration of the receipt by that person of compensation in settlement of any claim the person has.

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(3) Section 65 does not—

(a) apply to liability which is excluded or discharged as mentioned in section 4(2)(a) (exception to liability to pay damages to relatives) of the Damages (Scotland) Act 2011, or

(b) affect the operation of section 5 (discharge of liability to pay damages: exception for mesothelioma) of that Act.

(4) Section 65 does not apply to the liability of an occupier of premises to a person who obtains access to the premises for recreational purposes if—

(a) the person suffers loss or damage because of the dangerous state of the premises, and

(b) allowing the person access for those purposes is not within the purposes of the occupier's trade, business, craft or profession.

Commencement Information

I68 S. 66 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(c)** (with art. 6(1))

67 Effect of an unfair term on the rest of a contract

Where a term of a consumer contract is not binding on the consumer as a result of this Part, the contract continues, so far as practicable, to have effect in every other respect.

Commencement Information

I69 S. 67 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(c)** (with art. 6(1))

68 Requirement for transparency

(1) A trader must ensure that a written term of a consumer contract, or a consumer notice in writing, is transparent.

(2) A consumer notice is transparent for the purposes of subsection (1) if it is expressed in plain and intelligible language and it is legible.

Commencement Information

I70 S. 68 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(c)** (with art. 6(1))

69 Contract terms that may have different meanings

(1) If a term in a consumer contract, or a consumer notice, could have different meanings, the meaning that is most favourable to the consumer is to prevail.

(2) Subsection (1) does not apply to the construction of a term or a notice in proceedings on an application for an injunction or interdict under paragraph 3 of Schedule 3.

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

Commencement Information
I71 S. 69 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(c)** (with art. 6(1))

How are the general rules enforced?

70 Enforcement of the law on unfair contract terms

(1) Schedule 3 confers functions on the Competition and Markets Authority and other regulators in relation to the enforcement of this Part.

(2) For provision about the investigatory powers that are available to those regulators for the purposes of that Schedule, see Schedule 5.

Commencement Information
I72 S. 70 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(c)** (with art. 6(1))

Supplementary provisions

71 Duty of court to consider fairness of term

(1) Subsection (2) applies to proceedings before a court which relate to a term of a consumer contract.

(2) The court must consider whether the term is fair even if none of the parties to the proceedings has raised that issue or indicated that it intends to raise it.

(3) But subsection (2) does not apply unless the court considers that it has before it sufficient legal and factual material to enable it to consider the fairness of the term.

Commencement Information
I73 S. 71 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(c)** (with art. 6(1))

72 Application of rules to secondary contracts

(1) This section applies if a term of a contract ("the secondary contract") reduces the rights or remedies or increases the obligations of a person under another contract ("the main contract").

(2) The term is subject to the provisions of this Part that would apply to the term if it were in the main contract.

(3) It does not matter for the purposes of this section—
  (a) whether the parties to the secondary contract are the same as the parties to the main contract, or
  (b) whether the secondary contract is a consumer contract.

(4) This section does not apply if the secondary contract is a settlement of a claim arising under the main contract.

Commencement Information
I74 S. 72 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(c)** (with art. 6(1))

73 Disapplication of rules to mandatory terms and notices

(1) This Part does not apply to a term of a contract, or to a notice, to the extent that it reflects—
  (a) mandatory statutory or regulatory provisions, or
  (b) the provisions or principles of an international convention to which the United Kingdom or the EU is a party.

(2) In subsection (1) "mandatory statutory or regulatory provisions" includes rules which, according to law, apply between the parties on the basis that no other arrangements have been established.

Commencement Information
I75 S. 73 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(c)** (with art. 6(1))

74 Contracts applying law of non-EEA State

(1) If—
  (a) the law of a country or territory other than an EEA State is chosen by the parties to be applicable to a consumer contract, but
  (b) the consumer contract has a close connection with the United Kingdom,

this Part applies despite that choice.

(2) For cases where the law applicable has not been chosen or the law of an EEA State is chosen, see Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations.

Commencement Information
I76 S. 74 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(c)** (with art. 6(1))

75 Changes to other legislation

Schedule 4 (amendments consequential on this Part) has effect.

Commencement Information
I77 S. 75 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(c)** (with art. 6(1))

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

76 Interpretation of Part 2

(1) In this Part—

"consumer contract" has the meaning given by section 61(3);

"consumer notice" has the meaning given by section 61(7);

"transparent" is to be construed in accordance with sections 64(3) and 68(2).

(2) The following have the same meanings in this Part as they have in Part 1—

"trader" (see section 2(2));

"consumer" (see section 2(3));

"goods" (see section 2(8));

"digital content" (see section 2(9)).

(3) Section 2(4) (trader who claims an individual is not a consumer must prove it) applies in relation to this Part as it applies in relation to Part 1.

Commencement Information

I78 S. 76 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(c)** (with art. 6(1))

PART 3

MISCELLANEOUS AND GENERAL

CHAPTER 1

ENFORCEMENT ETC.

77 Investigatory powers etc

(1) Schedule 5 (investigatory powers etc) has effect.

(2) Schedule 6 (investigatory powers: consequential amendments) has effect.

Commencement Information

I79 S. 77 in force at 27.5.2015 for specified purposes by S.I. 2015/1333, **art. 2(a)**

I80 S. 77 in force at 27.5.2015 for specified purposes for E. by S.I. 2015/965, **art. 2(b)**

I81 S. 77 in force at 1.10.2015 in so far as not already in force by S.I. 2015/1630, **art. 3(d)**

78 Amendment of weights and measures legislation regarding unwrapped bread

(1) In the Weights and Measures (Packaged Goods) Regulations 2006 (S.I. 2006/659), Schedule 5 (application to bread) is amended in accordance with subsections (2) and (3).

(2) For paragraph 9 substitute—

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

"9 Regulation 9(1)(b)(ii) (duty to keep records) does not apply to bread which is sold unwrapped or in open packs."

(3) After paragraph 13 insert—

"14 **Transitional provision**

(1) Regulation 9(1)(b)(ii) (duty to keep records) does not apply to a packer who holds a notice of exemption which is in force.

(2) A "notice of exemption" means a notice issued under paragraph 9 as it stood before section 78 of the Consumer Rights Act 2015 came into force."

(4) The use of this Act to make amendments to the Weights and Measures (Packaged Goods) Regulations 2006 has no effect on the availability of any power in the Weights and Measures Act 1985 to amend or revoke those Regulations, including the provision substituted by subsection (2) and that inserted by subsection (3).

(5) In the Weights and Measures (Packaged Goods) Regulations (Northern Ireland) 2011 (SR 2011/331), Schedule 5 (application to bread) is amended in accordance with subsections (6) and (7).

(6) For paragraph 9 substitute—

"9 Regulation 9(1)(b)(ii) (duty to keep records) does not apply to bread which is sold unwrapped or in open packets."

(7) After paragraph 13 insert—

"14 **Transitional provision**

(1) Regulation 9(1)(b)(ii) (duty to keep records) does not apply to a packer who holds a notice of exemption which is in force.

(2) A "notice of exemption" means a notice issued under paragraph 9 as it stood before section 78 of the Consumer Rights Act 2015 came into force."

(8) The use of this Act to make amendments to the Weights and Measures (Packaged Goods) Regulations (Northern Ireland) 2011 has no effect on the availability of any power in the Weights and Measures (Northern Ireland) Order 1981 (SI 1981/231 (NI 10)) to amend or revoke those Regulations, including the provision substituted by subsection (6) and that inserted by subsection (7).

Commencement Information

I82 S. 78 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(e)**

79 Enterprise Act 2002: enhanced consumer measures and other enforcement

(1) Schedule 7 contains amendments of Part 8 of the Enterprise Act 2002 (enforcement of certain consumer legislation).

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(2) The amendments have effect only in relation to conduct which occurs, or which is likely to occur, after the commencement of this section.

Commencement Information

I83 S. 79 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(e)**

80 Contravention of code regulating premium rate services

(1) In section 120(3) of the Communications Act 2003 (conditions under section 120 must require compliance with directions given in accordance with an approved code or with an order under section 122) before paragraph (a) insert—

"(za) the provisions of an approved code;".

(2) In section 121(5) of that Act (provision about enforcement that may be made by approved code) after paragraph (a) insert—

"(aa) provision that applies where there is or has been more than one contravention of the code or directions given in accordance with it by a person and which enables—

(i) a single penalty (which does not exceed that maximum penalty) to be imposed on the person in respect of all of those contraventions, or

(ii) separate penalties (each of which does not exceed that maximum penalty) to be imposed on the person in respect of each of those contraventions,

according to whether the person imposing the penalty determines that a single penalty or separate penalties are appropriate and proportionate to those contraventions;".

(3) Section 123 of that Act (enforcement by OFCOM of conditions under section 120) is amended as follows.

(4) After subsection (1) insert—

"(1A) Subsection (1B) applies where a notification under section 94 as applied by this section relates to more than one contravention of—

(a) a code approved under section 121,

(b) directions given in accordance with such a code, or

(c) an order under section 122.

(1B) Section 96(3) as applied by this section enables OFCOM to impose—

(a) a single penalty in respect of all of those contraventions, or

(b) separate penalties in respect of each of those contraventions,

according to whether OFCOM determine that a single penalty or separate penalties are appropriate and proportionate to those contraventions."

(5) In subsection (2) (maximum amount of penalty) for "the penalty" substitute " each penalty ".

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

Commencement Information

I84 S. 80 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(e)** (with art. 7)

CHAPTER 2

COMPETITION

81 Private actions in competition law

Schedule 8 (private actions in competition law) has effect.

Commencement Information

I85 S. 81 in force at 3.8.2015 for specified purposes by S.I. 2015/1584, **art. 3**

I86 S. 81 in force at 1.10.2015 in so far as not already in force by S.I. 2015/1630, **art. 3(f)**

82 Appointment of judges to the Competition Appeal Tribunal

(1) In section 12(2) of the Enterprise Act 2002 (constitution of the Competition Appeal Tribunal) after paragraph (a) insert—

"(aa) such judges as are nominated from time to time by the Lord Chief Justice of England and Wales from the High Court of England and Wales;

(ab) such judges as are nominated from time to time by the Lord President of the Court of Session from the judges of the Court of Session;

(ac) such judges as are nominated from time to time by the Lord Chief Justice of Northern Ireland from the High Court in Northern Ireland;".

(2) In section 14 of that Act (constitution of the Competition Appeal Tribunal for particular proceedings and its decisions)—

(a) in subsection (2) after "the President" insert " , a judge within any of paragraphs (aa) to (ac) of section 12(2) ", and

(b) in subsection (3) for "either" substitute " the judges within paragraphs (aa) to (ac) of section 12(2), ".

(3) In Schedule 4 (Tribunal procedure) to that Act, in paragraph 18(3)(b) (consequences of member of Tribunal being unable to continue) after "if that person is not" insert " a judge within any of paragraphs (aa) to (ac) of section 12(2) or ".

Commencement Information

I87 S. 82 in force at 27.5.2015 by S.I. 2015/1333, **art. 2(b)**

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

CHAPTER 3

DUTY OF LETTING AGENTS TO PUBLICISE FEES ETC

83 Duty of letting agents to publicise fees etc

(1) A letting agent must, in accordance with this section, publicise details of the agent's relevant fees.

(2) The agent must display a list of the fees—
- (a) at each of the agent's premises at which the agent deals face-to-face with persons using or proposing to use services to which the fees relate, and
- (b) at a place in each of those premises at which the list is likely to be seen by such persons.

(3) The agent must publish a list of the fees on the agent's website (if it has a website).

(4) A list of fees displayed or published in accordance with subsection (2) or (3) must include—
- (a) a description of each fee that is sufficient to enable a person who is liable to pay it to understand the service or cost that is covered by the fee or the purpose for which it is imposed (as the case may be),
- (b) in the case of a fee which tenants are liable to pay, an indication of whether the fee relates to each dwelling-house or each tenant under a tenancy of the dwelling-house, and
- (c) the amount of each fee inclusive of any applicable tax or, where the amount of a fee cannot reasonably be determined in advance, a description of how that fee is calculated.

(5) Subsections (6) and (7) apply to a letting agent engaging in letting agency or property management work in relation to dwelling-houses in England.

(6) If the agent holds money on behalf of persons to whom the agent provides services as part of that work, the duty imposed on the agent by subsection (2) or (3) includes a duty to display or publish, with the list of fees, a statement of whether the agent is a member of a client money protection scheme.

(7) If the agent is required to be a member of a redress scheme for dealing with complaints in connection with that work, the duty imposed on the agent by subsection (2) or (3) includes a duty to display or publish, with the list of fees, a statement—
- (a) that indicates that the agent is a member of a redress scheme, and
- (b) that gives the name of the scheme.

(8) The appropriate national authority may by regulations specify—
- (a) other ways in which a letting agent must publicise details of the relevant fees charged by the agent or (where applicable) a statement within subsection (6) or (7);
- (b) the details that must be given of fees publicised in that way.

(9) In this section—

"client money protection scheme" means a scheme which enables a person on whose behalf a letting agent holds money to be compensated if all or part of that money is not repaid to that person in circumstances where the scheme applies;

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

"redress scheme" means a redress scheme for which provision is made by order under section 83 or 84 of the Enterprise and Regulatory Reform Act 2013.

Commencement Information

I88 S. 83 in force for specified purposes at Royal Assent, see s. 100(2)(b)(5)

I89 S. 83 in force at 27.5.2015 for E. in so far as not already in force by S.I. 2015/965, **art. 2(a)**

84 Letting agents to which the duty applies

(1) In this Chapter "letting agent" means a person who engages in letting agency work (whether or not that person engages in other work).

(2) A person is not a letting agent for the purposes of this Chapter if the person engages in letting agency work in the course of that person's employment under a contract of employment.

(3) A person is not a letting agent for the purposes of this Chapter if—

(a) the person is of a description specified in regulations made by the appropriate national authority;

(b) the person engages in work of a description specified in regulations made by the appropriate national authority.

Commencement Information

I90 S. 84 in force for specified purposes at Royal Assent, see s. 100(2)(b)(5)

I91 S. 84 in force at 27.5.2015 for E. in so far as not already in force by S.I. 2015/965, **art. 2(a)**

85 Fees to which the duty applies

(1) In this Chapter "relevant fees", in relation to a letting agent, means the fees, charges or penalties (however expressed) payable to the agent by a landlord or tenant—

(a) in respect of letting agency work carried on by the agent,

(b) in respect of property management work carried on by the agent, or

(c) otherwise in connection with—

(i) an assured tenancy of a dwelling-house, or

(ii) a dwelling-house that is, has been or is proposed to be let under an assured tenancy.

(2) Subsection (1) does not apply to—

(a) the rent payable to a landlord under a tenancy,

(b) any fees, charges or penalties which the letting agent receives from a landlord under a tenancy on behalf of another person,

(c) a tenancy deposit within the meaning of section 212(8) of the Housing Act 2004, or

(d) any fees, charges or penalties of a description specified in regulations made by the appropriate national authority.

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

Commencement Information

I92 S. 85 in force for specified purposes at Royal Assent, see s. 100(2)(b)(5)

I93 S. 85 in force at 27.5.2015 for E. in so far as not already in force by S.I. 2015/965, **art. 2(a)**

86 Letting agency work and property management work

(1) In this Chapter "letting agency work" means things done by a person in the course of a business in response to instructions received from—

(a) a person ("a prospective landlord") seeking to find another person wishing to rent a dwelling-house under an assured tenancy and, having found such a person, to grant such a tenancy, or

(b) a person ("a prospective tenant") seeking to find a dwelling-house to rent under an assured tenancy and, having found such a dwelling-house, to obtain such a tenancy of it.

(2) But "letting agency work" does not include any of the following things when done by a person who does nothing else within subsection (1)—

(a) publishing advertisements or disseminating information;

(b) providing a means by which a prospective landlord or a prospective tenant can, in response to an advertisement or dissemination of information, make direct contact with a prospective tenant or a prospective landlord;

(c) providing a means by which a prospective landlord and a prospective tenant can communicate directly with each other.

(3) "Letting agency work" also does not include things done by a local authority.

(4) In this Chapter "property management work", in relation to a letting agent, means things done by the agent in the course of a business in response to instructions received from another person where—

(a) that person wishes the agent to arrange services, repairs, maintenance, improvements or insurance in respect of, or to deal with any other aspect of the management of, premises on the person's behalf, and

(b) the premises consist of a dwelling-house let under an assured tenancy.

Commencement Information

I94 S. 86 in force at 27.5.2015 for E. in so far as not already in force by S.I. 2015/965, **art. 2(a)**

87 Enforcement of the duty

(1) It is the duty of every local weights and measures authority in England and Wales to enforce the provisions of this Chapter in its area.

(2) If a letting agent breaches the duty in section 83(3) (duty to publish list of fees etc on agent's website), that breach is taken to have occurred in each area of a local weights and measures authority in England and Wales in which a dwelling-house to which the fees relate is located.

(3) Where a local weights and measures authority in England and Wales is satisfied on the balance of probabilities that a letting agent has breached a duty imposed by or

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

under section 83, the authority may impose a financial penalty on the agent in respect of that breach.

(4) A local weights and measures authority in England and Wales may impose a penalty under this section in respect of a breach which occurs in England and Wales but outside that authority's area (as well as in respect of a breach which occurs within that area).

(5) But a local weights and measures authority in England and Wales may impose a penalty in respect of a breach which occurs outside its area and in the area of a local weights and measures authority in Wales only if it has obtained the consent of that authority.

(6) Only one penalty under this section may be imposed on the same letting agent in respect of the same breach.

(7) The amount of a financial penalty imposed under this section—
- (a) may be such as the authority imposing it determines, but
- (b) must not exceed £5,000.

(8) Schedule 9 (procedure for and appeals against financial penalties) has effect.

(9) A local weights and measures authority in England must have regard to any guidance issued by the Secretary of State about—
- (a) compliance by letting agents with duties imposed by or under section 83;
- (b) the exercise of its functions under this section or Schedule 9.

(10) A local weights and measures authority in Wales must have regard to any guidance issued by the Welsh Ministers about—
- (a) compliance by letting agents with duties imposed by or under section 83;
- (b) the exercise of its functions under this section or Schedule 9.

(11) The Secretary of State may by regulations made by statutory instrument—
- (a) amend any of the provisions of this section or Schedule 9 in their application in relation to local weights and measures authorities in England;
- (b) make consequential amendments to Schedule 5 in its application in relation to such authorities.

(12) The Welsh Ministers may by regulations made by statutory instrument—
- (a) amend any of the provisions of this section or Schedule 9 in their application in relation to local weights and measures authorities in Wales;
- (b) make consequential amendments to Schedule 5 in its application in relation to such authorities.

Commencement Information

I95 S. 87 in force for specified purposes at Royal Assent, see s. 100(2)(b)(5)

I96 S. 87 in force at 27.5.2015 for E. in so far as not already in force by S.I. 2015/965, **art. 2(a)**

88 Supplementary provisions

(1) In this Chapter—

"the appropriate national authority" means—

(a) in relation to England, the Secretary of State, and

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(b) in relation to Wales, the Welsh Ministers;

"assured tenancy" means a tenancy which is an assured tenancy for the purposes of the Housing Act 1988 except where—

(a) the landlord is—

(i) a private registered provider of social housing,

(ii) a registered social landlord, or

(iii) a fully mutual housing association, or

(b) the tenancy is a long lease;

"dwelling-house" may be a house or part of a house;

"fully mutual housing association" has the same meaning as in Part 1 of the Housing Associations Act 1985 (see section 1(1) and (2) of that Act);

"landlord" includes a person who proposes to be a landlord under a tenancy and a person who has ceased to be a landlord under a tenancy because the tenancy has come to an end;

"long lease" means a lease which—

(a) is a long lease for the purposes of Chapter 1 of Part 1 of the Leasehold Reform, Housing and Urban Development Act 1993, or

(b) in the case of a shared ownership lease (within the meaning given by section 7(7) of that Act), would be a lease within paragraph (a) of this definition if the tenant's total share (within the meaning given by that section) were 100%;

"registered social landlord" means a body registered as a social landlord under Chapter 1 of Part 1 of the Housing Act 1996;

"tenant" includes a person who proposes to be a tenant under a tenancy and a person who has ceased to be a tenant under a tenancy because the tenancy has come to an end.

(2) In this Chapter "local authority" means—

(a) a county council,

(b) a county borough council,

(c) a district council,

(d) a London borough council,

(e) the Common Council of the City of London in its capacity as local authority, or

(f) the Council of the Isles of Scilly.

(3) References in this Chapter to a tenancy include a proposed tenancy and a tenancy that has come to an end.

(4) References in this Chapter to anything which is payable, or which a person is liable to pay, to a letting agent include anything that the letting agent claims a person is liable to pay, regardless of whether the person is in fact liable to pay it.

(5) Regulations under this Chapter are to be made by statutory instrument.

(6) A statutory instrument containing (whether alone or with other provision) regulations made by the Secretary of State under section 87(11) is not to be made unless a draft of the instrument has been laid before, and approved by a resolution of, each House of Parliament.

(7) A statutory instrument containing (whether alone or with other provision) regulations made by the Welsh Ministers under section 87(12) is not to be made unless a draft

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

of the instrument has been laid before, and approved by a resolution of, the National Assembly for Wales.

(8) A statutory instrument containing regulations made by the Secretary of State under this Chapter other than one to which subsection (6) applies is subject to annulment in pursuance of a resolution of either House of Parliament.

(9) A statutory instrument containing regulations made by the Welsh Ministers under this Chapter other than one to which subsection (7) applies is subject to annulment in pursuance of a resolution of the National Assembly for Wales.

(10) Regulations under this Chapter—

(a) may make different provision for different purposes;

(b) may make provision generally or in relation to specific cases.

(11) Regulations under this Chapter may include incidental, supplementary, consequential, transitional, transitory or saving provision.

Commencement Information

I97 S. 88(5)-(11) in force at Royal Assent, see s. 100(2)(c)(5)

I98 S. 88(1)-(4) in force at 27.5.2015 for E. in so far as not already in force by S.I. 2015/965, **art. 2(a)**

CHAPTER 4

STUDENT COMPLAINTS SCHEME

89 Qualifying institutions for the purposes of the student complaints scheme

(1) The Higher Education Act 2004 is amended as follows.

(2) In section 11 (qualifying institutions for the purposes of the student complaints scheme) after paragraph (d) insert—

"(e) an institution (other than one within another paragraph of this section) which provides higher education courses which are designated for the purposes of section 22 of the 1998 Act by or under regulations under that section;

(f) an institution (other than one within another paragraph of this section) whose entitlement to grant awards is conferred by an order under section 76(1) of the 1992 Act."

(3) In section 12 (qualifying complaints for the purposes of the student complaints scheme)—

(a) in subsection (1) for "subsection (2)" substitute " subsections (2) and (3) ", and

(b) after subsection (2) insert—

"(3) The designated operator may determine that a complaint within subsection (1) about an act or omission of a qualifying institution within paragraph (e) or (f) of section 11 is a qualifying complaint only if it is made by a person who is undertaking or has undertaken a particular course or a course of a particular description."

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

Commencement Information

I99 S. 89 in force at 1.9.2015 for E. by S.I. 2015/1575, **art. 2** (with art. 3)

I100 S. 89 in force at 1.9.2015 for W. by S.I. 2015/1605, **art. 2** (with art. 3)

CHAPTER 5

SECONDARY TICKETING

90 Duty to provide information about tickets

(1) This section applies where a person ("the seller") re-sells a ticket for a recreational, sporting or cultural event in the United Kingdom through a secondary ticketing facility.

(2) The seller and each operator of the facility must ensure that the person who buys the ticket ("the buyer") is given the information specified in subsection (3), where this is applicable to the ticket.

(3) That information is—

(a) where the ticket is for a particular seat or standing area at the venue for the event, the information necessary to enable the buyer to identify that seat or standing area,

(b) information about any restriction which limits use of the ticket to persons of a particular description, and

(c) the face value of the ticket.

(4) The reference in subsection (3)(a) to information necessary to enable the buyer to identify a seat or standing area at a venue includes, so far as applicable—

(a) the name of the area in the venue in which the seat or standing area is located (for example the name of the stand in which it is located),

(b) information necessary to enable the buyer to identify the part of the area in the venue in which the seat or standing area is located (for example the block of seats in which the seat is located),

(c) the number, letter or other distinguishing mark of the row in which the seat is located, and

(d) the number, letter or other distinguishing mark of the seat.

(5) The reference in subsection (3)(c) to the face value of the ticket is to the amount stated on the ticket as its price.

(6) The seller and each operator of the facility must ensure that the buyer is given the information specified in subsection (7), where the seller is—

(a) an operator of the secondary ticketing facility,

(b) a person who is a parent undertaking or a subsidiary undertaking in relation to an operator of the secondary ticketing facility,

(c) a person who is employed or engaged by an operator of the secondary ticketing facility,

(d) a person who is acting on behalf of a person within paragraph (c), or

(e) an organiser of the event or a person acting on behalf of an organiser of the event.

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(7) That information is a statement that the seller of the ticket is a person within subsection (6) which specifies the ground on which the seller falls within that subsection.

(8) Information required by this section to be given to the buyer must be given—
- (a) in a clear and comprehensible manner, and
- (b) before the buyer is bound by the contract for the sale of the ticket.

(9) This section applies in relation to the re-sale of a ticket through a secondary ticketing facility only if the ticket is first offered for re-sale through the facility after the coming into force of this section.

91 Prohibition on cancellation or blacklisting

(1) This section applies where a person ("the seller") re-sells, or offers for re-sale, a ticket for a recreational, sporting or cultural event in the United Kingdom through a secondary ticketing facility.

(2) An organiser of the event must not cancel the ticket merely because the seller has re-sold the ticket or offered it for re-sale unless—
- (a) a term of the original contract for the sale of the ticket—
  - (i) provided for its cancellation if it was re-sold by the buyer under that contract,
  - (ii) provided for its cancellation if it was offered for re-sale by that buyer, or
  - (iii) provided as mentioned in sub-paragraph (i) and (ii), and
- (b) that term was not unfair for the purposes of Part 2 (unfair terms).

(3) An organiser of the event must not blacklist the seller merely because the seller has re-sold the ticket or offered it for re-sale unless—
- (a) a term of the original contract for the sale of the ticket—
  - (i) provided for the blacklisting of the buyer under that contract if it was re-sold by that buyer,
  - (ii) provided for the blacklisting of that buyer if it was offered for re-sale by that buyer, or
  - (iii) provided as mentioned in sub-paragraph (i) and (ii), and
- (b) that term was not unfair for the purposes of Part 2 (unfair terms).

(4) In subsections (2) and (3) "the original contract" means the contract for the sale of the ticket by an organiser of the event to a person other than an organiser of the event.

(5) For the purposes of this section an organiser of an event cancels a ticket if the organiser takes steps which result in the holder for the time being of the ticket no longer being entitled to attend that event.

(6) For the purposes of this section an organiser of an event blacklists a person if the organiser takes steps—
- (a) to prevent the person from acquiring a ticket for a recreational, sporting or cultural event in the United Kingdom, or
- (b) to restrict the person's opportunity to acquire such a ticket.

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(7) Part 2 (unfair terms) may apply to a term of a contract which, apart from that Part, would permit the cancellation of a ticket for a recreational, sporting or cultural event in the United Kingdom, or the blacklisting of the seller of such a ticket, in circumstances other than those mentioned in subsection (2) or (3).

(8) Before the coming into force of Part 2, references to that Part in this section are to be read as references to the Unfair Terms in Consumer Contracts Regulations 1999 (SI 1999/2083).

(9) This section applies in relation to a ticket that is re-sold or offered for re-sale before or after the coming into force of this section; but the prohibition in this section applies only to things done after its coming into force.

92 Duty to report criminal activity

(1) This section applies where—
  (a) an operator of a secondary ticketing facility knows that a person has used or is using the facility in such a way that an offence has been or is being committed, and
  (b) the offence relates to the re-sale of a ticket for a recreational, sporting or cultural event in the United Kingdom.

(2) The operator must, as soon as the operator becomes aware that a person has used or is using the facility as mentioned in subsection (1), disclose the matters specified in subsection (3) to—
  (a) an appropriate person, and
  (b) an organiser of the event (subject to subsection (5)).

(3) Those matters are—
  (a) the identity of the person mentioned in subsection (1), if this is known to the operator, and
  (b) the fact that the operator knows that an offence has been or is being committed as mentioned in that subsection.

(4) The following are appropriate persons for the purposes of this section—
  (a) a constable of a police force in England and Wales,
  (b) a constable of the police service of Scotland, and
  (c) a police officer within the meaning of the Police (Northern Ireland) Act 2000.

(5) This section does not require an operator to make a disclosure to an organiser of an event if the operator has reasonable grounds for believing that to do so will prejudice the investigation of any offence.

(6) References in this section to an offence are to an offence under the law of any part of the United Kingdom.

(7) This section applies only in relation to an offence of which an operator becomes aware after the coming into force of this section.

93 Enforcement of this Chapter

(1) A local weights and measures authority in Great Britain may enforce the provisions of this Chapter in its area.

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(2) The Department of Enterprise, Trade and Investment may enforce the provisions of this Chapter in Northern Ireland.

(3) Each of the bodies referred to in subsections (1) and (2) is an "enforcement authority" for the purposes of this Chapter.

(4) Where an enforcement authority is satisfied on the balance of probabilities that a person has breached a duty or prohibition imposed by this Chapter, the authority may impose a financial penalty on the person in respect of that breach.

(5) But in the case of a breach of a duty in section 90 or a prohibition in section 91 an enforcement authority may not impose a financial penalty on a person ("P") if the authority is satisfied on the balance of probabilities that—

(a) the breach was due to—

(i) a mistake,

(ii) reliance on information supplied to P by another person,

(iii) the act or default of another person,

(iv) an accident, or

(v) another cause beyond P's control, and

(b) P took all reasonable precautions and exercised all due diligence to avoid the breach.

(6) A local weights and measures authority in England and Wales may impose a penalty under this section in respect of a breach which occurs in England and Wales but outside that authority's area (as well as in respect of a breach which occurs within that area).

(7) A local weights and measures authority in Scotland may impose a penalty under this section in respect of a breach which occurs in Scotland but outside that authority's area (as well as in respect of a breach which occurs within that area).

(8) Only one penalty under this section may be imposed on the same person in respect of the same breach.

(9) The amount of a financial penalty imposed under this section—

(a) may be such as the enforcement authority imposing it determines, but

(b) must not exceed £5,000.

(10) Schedule 10 (procedure for and appeals against financial penalties) has effect.

(11) References in this section to this Chapter do not include section 94.

94 Duty to review measures relating to secondary ticketing

(1) The Secretary of State must—

(a) review, or arrange for a review of, consumer protection measures applying to the re-sale of tickets for recreational, sporting or cultural events in the United Kingdom through secondary ticketing facilities,

(b) prepare a report on the outcome of the review or arrange for such a report to be prepared, and

(c) publish that report.

(2) The report must be published before the end of the period of 12 months beginning with the day on which this section comes into force.

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(3) The Secretary of State must lay the report before Parliament.

(4) In this section "consumer protection measures" includes such legislation, rules of law, codes of practice and guidance as the Secretary of State considers relate to the rights of consumers or the protection of their interests.

95 Interpretation of this Chapter

(1) In this Chapter—

"enforcement authority" has the meaning given by section 93(3);

"operator", in relation to a secondary ticketing facility, means a person who—

(a) exercises control over the operation of the facility, and

(b) receives revenue from the facility,

but this is subject to regulations under subsection (2);

"organiser", in relation to an event, means a person who—

(a) is responsible for organising or managing the event, or

(b) receives some or all of the revenue from the event;

"parent undertaking" has the meaning given by section 1162 of the Companies Act 2006;

"secondary ticketing facility" means an internet-based facility for the re-sale of tickets for recreational, sporting or cultural events;

"subsidiary undertaking" has the meaning given by section 1162 of the Companies Act 2006;

"undertaking" has the meaning given by section 1161(1) of the Companies Act 2006.

(2) The Secretary of State may by regulations provide that a person of a description specified in the regulations is or is not to be treated for the purposes of this Chapter as an operator in relation to a secondary ticketing facility.

(3) Regulations under subsection (2)—

(a) are to be made by statutory instrument;

(b) may make different provision for different purposes;

(c) may include incidental, supplementary, consequential, transitional, transitory or saving provision.

(4) A statutory instrument containing regulations under subsection (2) is not to be made unless a draft of the instrument has been laid before, and approved by a resolution of, each House of Parliament.

CHAPTER 6

GENERAL

96 Power to make consequential provision

(1) The Secretary of State may by order made by statutory instrument make provision in consequence of this Act.

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(2) The power conferred by subsection (1) includes power—

(a) to amend, repeal, revoke or otherwise modify any provision made by an enactment or an instrument made under an enactment (including an enactment passed or instrument made in the same Session as this Act);

(b) to make transitional, transitory or saving provision.

(3) A statutory instrument containing (whether alone or with other provision) an order under this section which amends, repeals, revokes or otherwise modifies any provision of primary legislation is not to be made unless a draft of the instrument has been laid before, and approved by a resolution of, each House of Parliament.

(4) A statutory instrument containing an order under this section which does not amend, repeal, revoke or otherwise modify any provision of primary legislation is subject to annulment in pursuance of a resolution of either House of Parliament.

(5) In this section—

"enactment" includes an Act of the Scottish Parliament, a Measure or Act of the National Assembly for Wales and Northern Ireland legislation;

"primary legislation" means—

(a) an Act of Parliament,

(b) an Act of the Scottish Parliament,

(c) a Measure or Act of the National Assembly for Wales, and

(d) Northern Ireland legislation.

97 Power to make transitional, transitory and saving provision

(1) The Secretary of State may by order made by statutory instrument make transitional, transitory or saving provision in connection with the coming into force of any provision of this Act other than the coming into force of Chapter 3 or 4 of this Part in relation to Wales.

(2) The Welsh Ministers may by order made by statutory instrument make transitional, transitory or saving provision in connection with the coming into force of Chapter 3 or 4 of this Part in relation to Wales.

98 Financial provision

There is to be paid out of money provided by Parliament—

(a) any expenses incurred by a Minister of the Crown or a government department under this Act, and

(b) any increase attributable to this Act in the sums payable under any other Act out of money so provided.

99 Extent

(1) The amendment, repeal or revocation of any provision by this Act has the same extent as the provision concerned.

(2) Section 27 extends only to Scotland.

(3) Chapter 3 of this Part extends only to England and Wales.

Status: *Point in time view as at 01/10/2015.*
Changes to legislation: *Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(4) Subject to that, this Act extends to England and Wales, Scotland and Northern Ireland.

100 Commencement

(1) The provisions of this Act listed in subsection (2) come into force on the day on which this Act is passed.

(2) Those provisions are—
- (a) section 48(5) to (8),
- (b) Chapter 3 of this Part in so far as it confer powers to make regulations,
- (c) section 88(5) to (11),
- (d) this Chapter, and
- (e) paragraph 12 of Schedule 5.

(3) Chapters 3 and 4 of this Part come into force—
- (a) in relation to England, on such day as the Secretary of State may appoint by order made by statutory instrument;
- (b) in relation to Wales, on such day as the Welsh Ministers may appoint by order made by statutory instrument.

(4) Chapter 5 of this Part comes into force at the end of the period of two months beginning with the day on which this Act is passed.

(5) The other provisions of this Act come into force on such day as the Secretary of State may appoint by order made by statutory instrument.

(6) An order under this section may appoint different days for different purposes.

101 Short title

This Act may be cited as the Consumer Rights Act 2015.

Status:
Point in time view as at 01/10/2015.

Changes to legislation:
Consumer Rights Act 2015 is up to date with all changes known to be in force on or before 24 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations.