



Consumer Rights Act 2015

2015 CHAPTER 15

PART 1

CONSUMER CONTRACTS FOR GOODS, DIGITAL CONTENT AND SERVICES

CHAPTER 2

GOODS

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—
 - (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—

Status: This is the original version (as it was originally enacted).

- (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.

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.

Status: This is the original version (as it was originally enacted).

- (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.

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
 - (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

Status: This is the original version (as it was originally enacted).

- (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.