



# Consumer Rights Act 2015

## 2015 CHAPTER 15

### PART 1

#### CONSUMER CONTRACTS FOR GOODS, DIGITAL CONTENT AND SERVICES

### CHAPTER 2

#### GOODS

*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).

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- (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
  - (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.

## **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
  - (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
  - (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.

## **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.
- (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.

## **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.

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- (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).
- (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.

## **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.
- (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.

## **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



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- (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
  - (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



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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.