

## SCHEDULES

### SCHEDULE 1

Section 60

#### AMENDMENTS CONSEQUENTIAL ON PART 1

##### *Supply of Goods (Implied Terms) Act 1973 (c. 13)*

- 1 The Supply of Goods (Implied Terms) Act 1973 is amended as follows.
- 2 For “hire-purchase agreement” (or “hire purchase agreement”) in each place, except in section 15(1), substitute “relevant hire-purchase agreement”.
- 3 (1) Section 10 (implied undertakings as to quality or fitness) is amended as follows.
  - (2) Omit subsections (2D) to (2F).
  - (3) Omit subsection (8).
- 4 (1) Section 11A (modification of remedies for breach of statutory condition in non-consumer cases) is amended as follows.
  - (2) In subsection (1) omit “then, if the person to whom the goods are bailed does not deal as consumer.”.
  - (3) In subsection (3), for paragraph (b) substitute—
    - “(b) that the agreement was a relevant hire-purchase agreement.”
  - (4) Omit subsection (4).
- 5 In section 12A (remedies for breach of hire-purchase agreement as respects Scotland) omit subsections (2) and (3).
- 6 Omit section 14 (special provisions as to conditional sale agreements).
- 7 (1) Section 15 (supplementary) is amended as follows.
  - (2) In subsection (1)—
    - (a) in the definition of “hire-purchase agreement” at the end insert—
      - “and a hire-purchase agreement is relevant if it is not a contract to which Chapter 2 of Part 1 of the Consumer Rights Act 2015 applies;”, and
    - (b) omit the definition of “producer”.
  - (3) Omit subsection (3).

##### *Sale of Goods Act 1979 (c. 54)*

- 8 The Sale of Goods Act 1979 is amended as follows.
- 9 In section 1 (contracts to which Act applies), after subsection (4) insert—
  - “(5) Certain sections or subsections of this Act do not apply to a contract to which Chapter 2 of Part 1 of the Consumer Rights Act 2015 applies.

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- (6) Where that is the case it is indicated in the section concerned.”
- 10 In section 11 (when condition to be treated as warranty), after subsection (4) insert—
- “(4A) Subsection (4) does not apply to a contract to which Chapter 2 of Part 1 of the Consumer Rights Act 2015 applies (but see the provision made about such contracts in sections 19 to 22 of that Act).”
- 11 In section 12 (implied terms about title etc), after subsection (6) insert—
- “(7) This section does not apply to a contract to which Chapter 2 of Part 1 of the Consumer Rights Act 2015 applies (but see the provision made about such contracts in section 17 of that Act).”
- 12 In section 13 (sale by description), after subsection (4) insert—
- “(5) This section does not apply to a contract to which Chapter 2 of Part 1 of the Consumer Rights Act 2015 applies (but see the provision made about such contracts in section 11 of that Act).”
- 13 (1) Section 14 (implied terms about quality or fitness) is amended as follows.
- (2) Omit subsections (2D) to (2F).
- (3) After subsection (8) insert—
- “(9) This section does not apply to a contract to which Chapter 2 of Part 1 of the Consumer Rights Act 2015 applies (but see the provision made about such contracts in sections 9, 10 and 18 of that Act).”
- 14 In section 15 (sale by sample), after subsection (4) insert—
- “(5) This section does not apply to a contract to which Chapter 2 of Part 1 of the Consumer Rights Act 2015 applies (but see the provision made about such contracts in sections 13 and 18 of that Act).”
- 15 In section 15A (modification of remedies for breach of condition in non-consumer cases), in subsection (1) omit “then, if the buyer does not deal as consumer.”
- 16 (1) Section 15B (remedies for breach of contract as respects Scotland) is amended as follows.
- (2) After subsection (1) insert—
- “(1A) Subsection (1) does not apply to a contract to which Chapter 2 of Part 1 of the Consumer Rights Act 2015 applies (but see the provision made about such contracts in sections 19 to 22 of that Act).”
- (3) Omit subsection (2).
- 17 (1) In section 20 (passing of risk), for subsection (4) substitute—
- “(4) This section does not apply to a contract to which Chapter 2 of Part 1 of the Consumer Rights Act 2015 applies (but see the provision made about such contracts in section 29 of that Act).”
- (2) The marginal note “Passing of risk” substituted by the Sale and Supply of Goods to Consumers Regulations 2002 ([SI 2002/3045](#)) is not affected by the revocation of those Regulations by this Schedule.
- 18 In section 29 (rules about delivery), after subsection (3) insert—

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- “(3A) Subsection (3) does not apply to a contract to which Chapter 2 of Part 1 of the Consumer Rights Act 2015 applies (but see the provision made about such contracts in section 28 of that Act).”
- 19 (1) Section 30 (delivery of wrong quantity) is amended as follows.
- (2) In subsection (2A) omit “who does not deal as consumer”.
- (3) After subsection (5) insert—
- “(6) This section does not apply to a contract to which Chapter 2 of Part 1 of the Consumer Rights Act 2015 applies (but see the provision made about such contracts in section 25 of that Act).”
- 20 In section 31 (instalment deliveries) after subsection (2) insert—
- “(3) This section does not apply to a contract to which Chapter 2 of Part 1 of the Consumer Rights Act 2015 applies (but see the provision made about such contracts in section 26 of that Act).”
- 21 In section 32 (delivery to carrier), for subsection (4) substitute—
- “(4) This section does not apply to a contract to which Chapter 2 of Part 1 of the Consumer Rights Act 2015 applies (but see the provision made about such contracts in section 29 of that Act).”
- 22 (1) Section 33 (risk where goods are delivered at distant place) is amended as follows.
- (2) At the beginning insert “(1)”.
- (3) At the end insert—
- “(2) This section does not apply to a contract to which Chapter 2 of Part 1 of the Consumer Rights Act 2015 applies (but see the provision made about such contracts in section 29 of that Act).”
- 23 (1) Section 34 (buyer’s right of examining the goods) is amended as follows.
- (2) At the beginning insert “(1)”.
- (3) At the end insert—
- “(2) Nothing in this section affects the operation of section 22 (time limit for short-term right to reject) of the Consumer Rights Act 2015.”
- 24 (1) Section 35 (acceptance) is amended as follows.
- (2) Omit subsection (3).
- (3) After subsection (8) insert—
- “(9) This section does not apply to a contract to which Chapter 2 of Part 1 of the Consumer Rights Act 2015 applies (but see the provision made about such contracts in section 21 of that Act).”
- 25 In section 35A (right of partial rejection), after subsection (4) insert—
- “(5) This section does not apply to a contract to which Chapter 2 of Part 1 of the Consumer Rights Act 2015 applies (but see the provision made about such contracts in section 21 of that Act).”

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- 26 (1) Section 36 (buyer not bound to return rejected goods) is amended as follows.
- (2) At the beginning insert “(1)”.
- (3) At the end insert—
- “ (2) This section does not apply to a contract to which Chapter 2 of Part 1 of the Consumer Rights Act 2015 applies (but see the provision made about such contracts in section 20 of that Act). ”
- 27 Omit Part 5A (additional rights of buyer in consumer cases).
- 28 In section 51 (damages for non-delivery), after subsection (3) insert—
- “ (4) This section does not apply to a contract to which Chapter 2 of Part 1 of the Consumer Rights Act 2015 applies (but see the provision made about such contracts in section 19 of that Act). ”
- 29 In section 52 (specific performance), after subsection (4) insert—
- “ (5) This section does not apply to a contract to which Chapter 2 of Part 1 of the Consumer Rights Act 2015 applies (but see the provision made about such contracts in section 19 of that Act). ”
- 30 In section 53 (remedy for breach of warranty), after subsection (4) insert—
- “ (4A) This section does not apply to a contract to which Chapter 2 of Part 1 of the Consumer Rights Act 2015 applies (but see the provision made about such contracts in section 19 of that Act). ”
- 31 In section 53A (measure of damages as respects Scotland), after subsection (2) insert—
- “ (2A) This section does not apply to a contract to which Chapter 2 of Part 1 of the Consumer Rights Act 2015 applies (but see the provision made about such contracts in section 19 of that Act). ”
- 32 (1) Section 54 (interest) is amended as follows.
- (2) At the beginning insert “(1)”.
- (3) At the end insert—
- “ (2) This section does not apply to a contract to which Chapter 2 of Part 1 of the Consumer Rights Act 2015 applies (but see the provision made about such contracts in section 19 of that Act). ”
- 33 In section 55 (exclusion of implied terms), after subsection (1) insert—
- “ (1A) Subsection (1) does not apply to a contract to which Chapter 2 of Part 1 of the Consumer Rights Act 2015 applies (but see the provision made about such contracts in section 31 of that Act). ”
- 34 (1) Section 58 (payment into court in Scotland) is amended as follows.
- (2) At the beginning insert “(1)”.
- (3) At the end insert—

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“(2) This section does not apply to a contract to which Chapter 2 of Part 1 of the Consumer Rights Act 2015 applies (but see the provision made about such contracts in section 27 of that Act).”

- 35 (1) Section 61 (interpretation) is amended as follows.
- (2) In subsection (1) omit the following definitions—
- (a) “consumer contract”;
  - (b) “producer”;
  - (c) “repair”.
- (3) Omit subsection (5A).
- 36 In section 62(2) (savings for rules of law etc), for “this Act” substitute “legislation including this Act and the Consumer Rights Act 2015”.

*Supply of Goods and Services Act 1982 (c. 29)*

- 37 The Supply of Goods and Services Act 1982 is amended as follows.
- 38 In each place—
- (a) for “contract for the transfer of goods” substitute “relevant contract for the transfer of goods”;
  - (b) for “contract for the hire of goods” substitute “relevant contract for the hire of goods”;
  - (c) for “contract for the supply of a service” substitute “relevant contract for the supply of a service”.
- 39 In section 1 (the contracts concerned: transfer of property in goods, as respects England and Wales and Northern Ireland), in subsection (1) at the end insert “, and other than a contract to which Chapter 2 of Part 1 of the Consumer Rights Act 2015 applies.”
- 40 In section 4 (implied terms about quality or fitness in contracts for transfer of goods) omit subsections (2B) to (2D).
- 41 In section 5A (modification of remedies for breach of statutory condition in non-consumer cases), in subsection (1) omit “then, if the transferee does not deal as consumer,”.
- 42 In section 6 (the contracts concerned: hire of goods, as respects England and Wales and Northern Ireland), in subsection (1) at the end insert “, and other than a contract to which Chapter 2 of Part 1 of the Consumer Rights Act 2015 applies.”
- 43 In section 9 (implied terms about quality or fitness in contracts for hire of goods) omit subsections (2B) to (2D).
- 44 In section 10A (modification of remedies for breach of statutory condition in non-consumer cases) in subsection (1) omit “then, if the bailee does not deal as consumer,”.
- 45 In section 11A (the contracts concerned: transfer of property in goods, as respects Scotland), in subsection (1) at the end insert “, and other than a contract to which Chapter 2 of Part 1 of the Consumer Rights Act 2015 applies.”
- 46 In section 11D (implied terms about quality or fitness in contracts for transfer of property in goods) omit subsections (3A) to (3C) and (10).

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- 47 In section 11F (remedies for breach of contract) omit subsections (2) and (3).
- 48 In section 11G (the contracts concerned: hire of goods, as respects Scotland), in subsection (1) at the end insert “, and other than a contract to which Chapter 2 of Part 1 of the Consumer Rights Act 2015 applies.”
- 49 In section 11J (implied terms about quality or fitness in contracts for hire of goods) omit subsections (3A) to (3C) and (10).
- 50 Omit Part 1B (additional rights of transferee in consumer cases).
- 51 In section 12 (the contracts concerned: supply of services, as respects England and Wales and Northern Ireland), in subsection (1) at the end insert “, other than a contract to which Chapter 4 of Part 1 of the Consumer Rights Act 2015 applies.”
- 52 (1) Section 18 (interpretation: general) is amended as follows.
- (2) In subsection (1) omit the definitions of “producer” and “repair”.
- (3) Omit subsection (4).

*Sale and Supply of Goods to Consumers Regulations 2002 (SI 2002/3045)*

- 53 The Sale and Supply of Goods to Consumers Regulations 2002 are revoked.

*Regulatory Enforcement and Sanctions Act 2008 (c. 13)*

- 54 In Schedule 3 to the Regulatory Enforcement and Sanctions Act 2008 (enactments specified for the purposes of Part 1), at the appropriate place insert—  
“Consumer Rights Act 2015, Part 1”.

*Consequential repeal and revocation*

- 55 In consequence of the amendments made by this Schedule—
- (a) omit paragraph 5(9) of Schedule 2 to the Sale and Supply of Goods Act 1994, and
- (b) omit paragraph 97 of Schedule 2 to the Consumer Protection from Unfair Trading Regulations 2008 (SI 2008/1277).