

Consumer Rights Act 2015

2015 CHAPTER 15

PART 1

CONSUMER CONTRACTS FOR GOODS, DIGITAL CONTENT AND SERVICES

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.
- (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;

Status: This is the original version (as it was originally enacted).

- (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.