



# Consumer Rights Act 2015

## 2015 CHAPTER 15

### PART 1

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

### CHAPTER 3

#### DIGITAL CONTENT

*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.

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*Status: This is the original version (as it was originally enacted).*

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- (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.
- (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.