

*These notes refer to the Consumer Rights Act 2015
(c.15) which received Royal Assent on 26 March 2015*

CONSUMER RIGHTS ACT 2015

EXPLANATORY NOTES

SUMMARY AND BACKGROUND

Which country's law governs the contract?

27. European Regulation EC 593/2008 on the law applicable to contractual obligations sets out the rules as to which country's law applies to consumer contracts. It is known as the "Rome I Regulation". It confirms that it is open to a consumer and a trader to choose the law of any country to govern their contract. Where they do not choose, if a trader pursues its activities in or directs its activities to the UK, (whether the trader is in the UK or not) and the contract covers those activities, the Rome I Regulation provides that a contract with a consumer habitually living in the UK will be governed by UK law. Even if the consumer and trader do choose another country's law to govern their contract, the Rome I Regulation provides that where the trader pursues or directs its activities to the UK and the consumer is habitually resident in the UK, any UK protections that parties cannot contract out of under UK law (such as the key protections covered by this Act) will still apply. Depending on the circumstances, pursuing or directing activities might, for example, include having a website translated into English or with a '.uk' web address from which consumers in the UK can purchase goods, services or digital content in sterling.
28. Some of the provisions regarding goods and unfair terms will also apply in other circumstances, due to protections in the Directives from which these derive. See the notes on sections 32 and 74 below.