

CONSUMER RIGHTS ACT 2015

EXPLANATORY NOTES

COMMENTARY ON SECTIONS

Part 1: Consumer Contracts for Goods, Digital Content and Services

Chapter 2: Goods

Other rules about goods contracts

Section 28: Delivery of goods

150. This section implements Article 18 of the CRD and will replace regulation 42 of the 2013 Regulations. It applies only to sales contracts between traders and consumers for goods. Sales contracts are defined in section 5. If the parties have agreed that the goods are to be delivered in instalments, this section applies to delivery of each instalment. “Delivery” is defined in section 59. In addition to section 28, the rules about delivery in section 29 of SGA apply to sales contracts, with the exception of section 29(3) SGA.
151. Under this section, unless a separate agreement is reached between the consumer and trader, the trader must deliver the goods to the consumer and must do so without undue delay and within 30 days after the contract is made.
152. Where the goods are to be delivered immediately at the time the contract is made, this counts as an agreement between the parties as to the time for delivery. Therefore, if goods are not delivered immediately, the consumer is able to terminate the contract if immediate delivery was essential; otherwise, the trader may deliver again within a period specified by the consumer. It is expected that in most cases where a consumer purchases goods expecting to receive them immediately, that immediate delivery will be essential in the circumstances.
153. Where the trader refuses to deliver the goods or delivery within the initial timeframe was essential (either because the consumer told the trader that it was essential or this was implicit from the circumstances) then the consumer may treat the contract as at an end if the trader fails to meet the initial delivery period. The consumer does not have to give the trader a further opportunity to deliver in these circumstances. Examples of goods for which delivery within the initial delivery period might be taken to be essential would include a wedding dress or birthday cake.
154. In cases other than those above then, if the trader fails to deliver the goods on an agreed date or within the 30 days, under *subsection (7)*, the consumer may state a further reasonable timeframe within which the trader is required to deliver the goods.
155. If the trader again fails to deliver the goods in this time frame, then the consumer may treat the contract as at an end.
156. The consumer may choose to reject some of the goods rather than treating the contract as at an end, or, where the goods have not been delivered, the consumer may cancel their order for some or all of those goods. For example, if goods are delivered after the

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

periods required by this section, the consumer may wish to reject some of the goods but keep others, as some may no longer be of use to the consumer. If some goods are delivered on time but others are outstanding, the consumer may wish to cancel the order for some or all of the outstanding goods.

157. *Subsection (14)* makes clear that the provisions of this section apply to a contract for sale of second hand goods which are sold at a public auction, if individuals can attend the auction sale in person. Most of the provisions of Chapter 2 do not apply in these circumstances, as explained further in relation to section 2(5).