

*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

COMMENTARY ON SECTIONS

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

Chapter 2: Goods

Other rules about goods contracts

Section 29: Passing of risk

158. This section determines where risk relating to the goods supplied under a sales contract lies before and after transfer of physical possession of the goods to the consumer. Under the section, the risk lies with the trader until the consumer has physical possession of the goods, at which point risk is transferred to the consumer. However, if the consumer stipulates that the trader must use a carrier of the consumer's choosing, and that carrier was not offered by the trader as an option, the risk transfers to the consumer at the time that the goods are passed to the carrier.
159. *Subsection (6)* 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).