



# Consumer Rights Act 2015

## 2015 CHAPTER 15

### PART 1

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

### CHAPTER 2

#### GOODS

*What statutory rights are there under a goods contract?*

#### **10 Goods to be fit for particular purpose**

- (1) Subsection (3) applies to a contract to supply goods if before the contract is made the consumer makes known to the trader (expressly or by implication) any particular purpose for which the consumer is contracting for the goods.
- (2) Subsection (3) also applies to a contract to supply goods if—
  - (a) the goods were previously sold by a credit-broker to the trader,
  - (b) in the case of a sales contract or contract for transfer of goods, the consideration or part of it is a sum payable by instalments, and
  - (c) before the contract is made, the consumer makes known to the credit-broker (expressly or by implication) any particular purpose for which the consumer is contracting for the goods.
- (3) The contract is to be treated as including a term that the goods are reasonably fit for that purpose, whether or not that is a purpose for which goods of that kind are usually supplied.
- (4) Subsection (3) does not apply if the circumstances show that the consumer does not rely, or it is unreasonable for the consumer to rely, on the skill or judgment of the trader or credit-broker.

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*Status: This is the original version (as it was originally enacted).*

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- (5) In a contract to supply goods a term about the fitness of the goods for a particular purpose may be treated as included as a matter of custom.
- (6) See section 19 for a consumer's rights if the trader is in breach of a term that this section requires to be treated as included in a contract.