

CONSUMER RIGHTS ACT 2015

EXPLANATORY NOTES

COMMENTARY ON SECTIONS

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

Chapter 2: Goods

What statutory rights are there under a goods contract?

Section 12: Other pre-contract information included in contract

71. This section establishes that any other information provided by the trader which is of a category mentioned in Schedule 1 or 2 of the 2013 Regulations, but which does not relate to main characteristics of the goods so does not fall under section 11, also forms part of the contract between the trader and the consumer. If this information is not accurate then the consumer may recover some money – see section 19(5) - but the other remedies (right to reject, repair, replacement etc) are not available.
72. *Subsection (3)* makes clear that the trader will not however be able to change this information without the consumer's agreement (although it may not be necessary to do so where the pre-contract information itself reflects the fact that the particular potential changes envisaged may be made), so there would be a breach of contract if the information provided was not correct when the contract was made. Nor can the parties agree a change which would deprive the consumer of his or her rights under this Chapter (see section 31).
73. *Subsection (4)* 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).