



# Consumer Rights Act 2015

## 2015 CHAPTER 15

### PART 1

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

### CHAPTER 2

#### GOODS

*What remedies are there if statutory rights under a goods contract are not met?*

#### **20 Right to reject**

- (1) The short-term right to reject is subject to section 22.
- (2) The final right to reject is subject to section 24.
- (3) The right to reject under section 19(6) is not limited by those sections.
- (4) Each of these rights entitles the consumer to reject the goods and treat the contract as at an end, subject to subsections (20) and (21).
- (5) The right is exercised if the consumer indicates to the trader that the consumer is rejecting the goods and treating the contract as at an end.
- (6) The indication may be something the consumer says or does, but it must be clear enough to be understood by the trader.
- (7) From the time when the right is exercised—
  - (a) the trader has a duty to give the consumer a refund, subject to subsection (18), and
  - (b) the consumer has a duty to make the goods available for collection by the trader or (if there is an agreement for the consumer to return rejected goods) to return them as agreed.

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*Status: This is the original version (as it was originally enacted).*

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- (8) Whether or not the consumer has a duty to return the rejected goods, the trader must bear any reasonable costs of returning them, other than any costs incurred by the consumer in returning the goods in person to the place where the consumer took physical possession of them.
- (9) The consumer's entitlement to receive a refund works as follows.
- (10) To the extent that the consumer paid money under the contract, the consumer is entitled to receive back the same amount of money.
- (11) To the extent that the consumer transferred anything else under the contract, the consumer is entitled to receive back the same amount of what the consumer transferred, unless subsection (12) applies.
- (12) To the extent that the consumer transferred under the contract something for which the same amount of the same thing cannot be substituted, the consumer is entitled to receive back in its original state whatever the consumer transferred.
- (13) If the contract is for the hire of goods, the entitlement to a refund extends only to anything paid or otherwise transferred for a period of hire that the consumer does not get because the contract is treated as at an end.
- (14) If the contract is a hire-purchase agreement or a conditional sales contract and the contract is treated as at an end before the whole of the price has been paid, the entitlement to a refund extends only to the part of the price paid.
- (15) A refund under this section must be given without undue delay, and in any event within 14 days beginning with the day on which the trader agrees that the consumer is entitled to a refund.
- (16) If the consumer paid money under the contract, the trader must give the refund using the same means of payment as the consumer used, unless the consumer expressly agrees otherwise.
- (17) The trader must not impose any fee on the consumer in respect of the refund.
- (18) There is no entitlement to receive a refund—
  - (a) if none of subsections (10) to (12) applies,
  - (b) to the extent that anything to which subsection (12) applies cannot be given back in its original state, or
  - (c) where subsection (13) applies, to the extent that anything the consumer transferred under the contract cannot be divided so as to give back only the amount, or part of the amount, to which the consumer is entitled.
- (19) It may be open to a consumer to claim damages where there is no entitlement to receive a refund, or because of the limits of the entitlement, or instead of a refund.
- (20) Subsection (21) qualifies the application in relation to England and Wales and Northern Ireland of the rights mentioned in subsections (1) to (3) where—
  - (a) the contract is a severable contract,
  - (b) in relation to the final right to reject, the contract is a contract for the hire of goods, a hire-purchase agreement or a contract for transfer of goods, and
  - (c) section 26(3) does not apply.

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- (21) The consumer is entitled, depending on the terms of the contract and the circumstances of the case—
- (a) to reject the goods to which a severable obligation relates and treat that obligation as at an end (so that the entitlement to a refund relates only to what the consumer paid or transferred in relation to that obligation), or
  - (b) to exercise any of the rights mentioned in subsections (1) to (3) in respect of the whole contract.