

CONSUMER RIGHTS ACT 2015

EXPLANATORY NOTES

COMMENTARY ON SECTIONS

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?

Section 22: Time limit for short-term right to reject

128. This section establishes the minimum time limit of 30 days for the short-term right to reject. The one exception (established under *subsection (4)*) is that for perishable goods which would not be reasonably expected to last longer than 30 days, the period for exercising the short-term right to reject lasts only as long as it would be reasonable to expect those goods to last.
129. The 30 day period begins the day after the latest of the following:
- The consumer obtains ownership of the goods (i.e. the consumer buys the goods) or, for hire, hire-purchase or conditional sales, obtains possession.
 - The goods have been delivered.
 - If applicable, the trader has notified the consumer that any actions required before the goods may be used (including installation, if needed) have been completed by the trader.
130. This section also provides that the 30 day period will not run during any repair or replacement (the waiting period). On return of the goods to the consumer, the consumer has the remainder of the 30-day period, or 7 days (whichever is longer), within which they can still exercise the short-term right to reject if the goods still breach the standards set by the Act.
131. *Subsection (8)* details when the waiting period starts and ends. The period starts on the day the consumer requests the repair or replacement and ends on the day that the consumer receives the repaired or replacement goods.