



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?

24 Right to price reduction or final right to reject

- (1) The right to a price reduction is the right—
 - (a) to require the trader to reduce by an appropriate amount the price the consumer is required to pay under the contract, or anything else the consumer is required to transfer under the contract, and
 - (b) to receive a refund from the trader for anything already paid or otherwise transferred by the consumer above the reduced amount.
- (2) The amount of the reduction may, where appropriate, be the full amount of the price or whatever the consumer is required to transfer.
- (3) Section 20(10) to (17) applies to a consumer's right to receive a refund under subsection (1)(b).
- (4) The right to a price reduction does not apply—
 - (a) if what the consumer is (before the reduction) required to transfer under the contract, whether or not already transferred, cannot be divided up so as to enable the trader to receive or retain only the reduced amount, or
 - (b) if anything to which section 20(12) applies cannot be given back in its original state.

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- (5) A consumer who has the right to a price reduction and the final right to reject may only exercise one (not both), and may only do so in one of these situations—
- (a) after one repair or one replacement, the goods do not conform to the contract;
 - (b) because of section 23(3) the consumer can require neither repair nor replacement of the goods; or
 - (c) the consumer has required the trader to repair or replace the goods, but the trader is in breach of the requirement of section 23(2)(a) to do so within a reasonable time and without significant inconvenience to the consumer.
- (6) There has been a repair or replacement for the purposes of subsection (5)(a) if—
- (a) the consumer has requested or agreed to repair or replacement of the goods (whether in relation to one fault or more than one), and
 - (b) the trader has delivered goods to the consumer, or made goods available to the consumer, in response to the request or agreement.
- (7) For the purposes of subsection (6) goods that the trader arranges to repair at the consumer’s premises are made available when the trader indicates that the repairs are finished.
- (8) If the consumer exercises the final right to reject, any refund to the consumer may be reduced by a deduction for use, to take account of the use the consumer has had of the goods in the period since they were delivered, but this is subject to subsections (9) and (10).
- (9) No deduction may be made to take account of use in any period when the consumer had the goods only because the trader failed to collect them at an agreed time.
- (10) No deduction may be made if the final right to reject is exercised in the first 6 months (see subsection (11)), unless—
- (a) the goods consist of a motor vehicle, or
 - (b) the goods are of a description specified by order made by the Secretary of State by statutory instrument.
- (11) In subsection (10) the first 6 months means 6 months beginning with the first day after these have all happened—
- (a) ownership or (in the case of a contract for the hire of goods, a hire-purchase agreement or a conditional sales contract) possession of the goods has been transferred to the consumer,
 - (b) the goods have been delivered, and
 - (c) where the contract requires the trader to install the goods or take other action to enable the consumer to use them, the trader has notified the consumer that the action has been taken.
- (12) In subsection (10)(a) “motor vehicle”—
- (a) in relation to Great Britain, has the same meaning as in the Road Traffic Act 1988 (see sections 185 to 194 of that Act);
 - (b) in relation to Northern Ireland, has the same meaning as in the Road Traffic (Northern Ireland) Order 1995 (SI 1995/2994 (NI 18)) (see Parts I and V of that Order).
- (13) But a vehicle is not a motor vehicle for the purposes of subsection (10)(a) if it is constructed or adapted—
- (a) for the use of a person suffering from some physical defect or disability, and

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- (b) so that it may only be used by one such person at any one time.
- (14) An order under subsection (10)(b)—
- (a) may be made only if the Secretary of State is satisfied that it is appropriate to do so because of significant detriment caused to traders as a result of the application of subsection (10) in relation to goods of the description specified by the order;
 - (b) may contain transitional or transitory provision or savings.
- (15) No order may be made under subsection (10)(b) unless a draft of the statutory instrument containing it has been laid before, and approved by a resolution of, each House of Parliament.