



Consumer Rights Act 2015

2015 CHAPTER 15

PART 1

CONSUMER CONTRACTS FOR GOODS, DIGITAL CONTENT AND SERVICES

CHAPTER 2

GOODS

Other rules about goods contracts

29 **Passing of risk**

- (1) A sales contract is to be treated as including the following provisions as terms.
- (2) The goods remain at the trader's risk until they come into the physical possession of—
 - (a) the consumer, or
 - (b) a person identified by the consumer to take possession of the goods.
- (3) Subsection (2) does not apply if the goods are delivered to a carrier who—
 - (a) is commissioned by the consumer to deliver the goods, and
 - (b) is not a carrier the trader named as an option for the consumer.
- (4) In that case the goods are at the consumer's risk on and after delivery to the carrier.
- (5) Subsection (4) does not affect any liability of the carrier to the consumer in respect of the goods.
- (6) See section 2(5) and (6) for the application of this section where goods are sold at public auction.

Changes to legislation: There are currently no known outstanding effects for the Consumer Rights Act 2015, Section 29. (See end of Document for details)

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Commencement Information

II S. 29 in force at 1.10.2015 by [S.I. 2015/1630](#), [art. 3\(a\)](#) (with [art. 6\(1\)](#))

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