



# Consumer Rights Act 2015

## 2015 CHAPTER 15

### PART 1

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

### CHAPTER 2

#### GOODS

*Can a trader contract out of statutory rights and remedies under a goods contract?*

#### **31 Liability that cannot be excluded or restricted**

- (1) A term of a contract to supply goods is not binding on the consumer to the extent that it would exclude or restrict the trader's liability arising under any of these provisions—
- (a) section 9 (goods to be of satisfactory quality);
  - (b) section 10 (goods to be fit for particular purpose);
  - (c) section 11 (goods to be as described);
  - (d) section 12 (other pre-contract information included in contract);
  - (e) section 13 (goods to match a sample);
  - (f) section 14 (goods to match a model seen or examined);
  - (g) section 15 (installation as part of conformity of the goods with the contract);
  - (h) section 16 (goods not conforming to contract if digital content does not conform);
  - (i) section 17 (trader to have right to supply the goods etc);
  - (j) section 28 (delivery of goods);
  - (k) section 29 (passing of risk).
- (2) That also means that a term of a contract to supply goods is not binding on the consumer to the extent that it would—

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*Status: This is the original version (as it was originally enacted).*

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- (a) exclude or restrict a right or remedy in respect of a liability under a provision listed in subsection (1),
  - (b) make such a right or remedy or its enforcement subject to a restrictive or onerous condition,
  - (c) allow a trader to put a person at a disadvantage as a result of pursuing such a right or remedy, or
  - (d) exclude or restrict rules of evidence or procedure.
- (3) The reference in subsection (1) to excluding or restricting a liability also includes preventing an obligation or duty arising or limiting its extent.
- (4) An agreement in writing to submit present or future differences to arbitration is not to be regarded as excluding or restricting any liability for the purposes of this section.
- (5) Subsection (1)(i), and subsection (2) so far as it relates to liability under section 17, do not apply to a term of a contract for the hire of goods.
- (6) But an express term of a contract for the hire of goods is not binding on the consumer to the extent that it would exclude or restrict a term that section 17 requires to be treated as included in the contract, unless it is inconsistent with that term (and see also section 62 (requirement for terms to be fair)).
- (7) See Schedule 3 for provision about the enforcement of this section.