



# Consumer Rights Act 2015

## 2015 CHAPTER 15

### PART 1

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

### CHAPTER 1

#### INTRODUCTION

#### **1 Where Part 1 applies**

- (1) This Part applies where there is an agreement between a trader and a consumer for the trader to supply goods, digital content or services, if the agreement is a contract.
- (2) It applies whether the contract is written or oral or implied from the parties' conduct, or more than one of these combined.
- (3) Any of Chapters 2, 3 and 4 may apply to a contract—
  - (a) if it is a contract for the trader to supply goods, see Chapter 2;
  - (b) if it is a contract for the trader to supply digital content, see Chapter 3 (also, subsection (6));
  - (c) if it is a contract for the trader to supply a service, see Chapter 4 (also, subsection (6)).
- (4) In each case the Chapter applies even if the contract also covers something covered by another Chapter (a mixed contract).
- (5) Two or all three of those Chapters may apply to a mixed contract.
- (6) For provisions about particular mixed contracts, see—
  - (a) section 15 (goods and installation);
  - (b) section 16 (goods and digital content).

- (7) For other provision applying to contracts to which this Part applies, see Part 2 (unfair terms).

## **2 Key definitions**

- (1) These definitions apply in this Part (as well as the definitions in section 59).
- (2) “Trader” means a person acting for purposes relating to that person’s trade, business, craft or profession, whether acting personally or through another person acting in the trader’s name or on the trader’s behalf.
- (3) “Consumer” means an individual acting for purposes that are wholly or mainly outside that individual’s trade, business, craft or profession.
- (4) A trader claiming that an individual was not acting for purposes wholly or mainly outside the individual’s trade, business, craft or profession must prove it.
- (5) For the purposes of Chapter 2, except to the extent mentioned in subsection (6), a person is not a consumer in relation to a sales contract if—
- (a) the goods are second hand goods sold at public auction, and
  - (b) individuals have the opportunity of attending the sale in person.
- (6) A person is a consumer in relation to such a contract for the purposes of—
- (a) sections 11(4) and (5), 12, 28 and 29, and
  - (b) the other provisions of Chapter 2 as they apply in relation to those sections.
- (7) “Business” includes the activities of any government department or local or public authority.
- (8) “Goods” means any tangible moveable items, but that includes water, gas and electricity if and only if they are put up for supply in a limited volume or set quantity.
- (9) “Digital content” means data which are produced and supplied in digital form.