



# Consumer Rights Act 2015

## 2015 CHAPTER 15

### PART 1

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

### CHAPTER 2

#### GOODS

##### *Other rules about remedies under goods contracts*

#### **25 Delivery of wrong quantity**

- (1) Where the trader delivers to the consumer a quantity of goods less than the trader contracted to supply, the consumer may reject them, but if the consumer accepts them the consumer must pay for them at the contract rate.
- (2) Where the trader delivers to the consumer a quantity of goods larger than the trader contracted to supply, the consumer may accept the goods included in the contract and reject the rest, or may reject all of the goods.
- (3) Where the trader delivers to the consumer a quantity of goods larger than the trader contracted to supply and the consumer accepts all of the goods delivered, the consumer must pay for them at the contract rate.
- (4) Where the consumer is entitled to reject goods under this section, any entitlement for the consumer to treat the contract as at an end depends on the terms of the contract and the circumstances of the case.
- (5) The consumer rejects goods under this section by indicating to the trader that the consumer is rejecting the goods.
- (6) The indication may be something the consumer says or does, but it must be clear enough to be understood by the trader.

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*Status: This is the original version (as it was originally enacted).*

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- (7) Subsections (1) to (3) do not prevent the consumer claiming damages, where it is open to the consumer to do so.
- (8) This section is subject to any usage of trade, special agreement, or course of dealing between the parties.

## **26 Instalment deliveries**

- (1) Under a contract to supply goods, the consumer is not bound to accept delivery of the goods by instalments, unless that has been agreed between the consumer and the trader.
- (2) The following provisions apply if the contract provides for the goods to be delivered by stated instalments, which are to be separately paid for.
- (3) If the trader makes defective deliveries in respect of one or more instalments, the consumer, apart from any entitlement to claim damages, may be (but is not necessarily) entitled—
  - (a) to exercise the short-term right to reject or the right to reject under section 19(6) (as applicable) in respect of the whole contract, or
  - (b) to reject the goods in an instalment.
- (4) Whether paragraph (a) or (b) of subsection (3) (or neither) applies to a consumer depends on the terms of the contract and the circumstances of the case.
- (5) In subsection (3), making defective deliveries does not include failing to make a delivery in accordance with section 28.
- (6) If the consumer neglects or refuses to take delivery of or pay for one or more instalments, the trader may—
  - (a) be entitled to treat the whole contract as at an end, or
  - (b) if it is a severable breach, have a claim for damages but not a right to treat the whole contract as at an end.
- (7) Whether paragraph (a) or (b) of subsection (6) (or neither) applies to a trader depends on the terms of the contract and the circumstances of the case.

## **27 Consignation, or payment into court, in Scotland**

- (1) Subsection (2) applies where—
  - (a) a consumer has not rejected goods which the consumer could have rejected for breach of a term mentioned in section 19(3) or (6),
  - (b) the consumer has chosen to treat the breach as giving rise only to a claim for damages or to a right to rely on the breach against a claim by the trader for the price of the goods, and
  - (c) the trader has begun proceedings in court to recover the price or has brought a counter-claim for the price.
- (2) The court may require the consumer—
  - (a) to consign, or pay into court, the price of the goods, or part of the price, or
  - (b) to provide some other reasonable security for payment of the price.