



# Consumer Rights Act 2015

## 2015 CHAPTER 15

### PART 1

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

### CHAPTER 2

#### GOODS

*What statutory rights are there under a goods contract?*

#### **9 Goods to be of satisfactory quality**

- (1) Every contract to supply goods is to be treated as including a term that the quality of the goods is satisfactory.
- (2) The quality of goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory, taking account of—
  - (a) any description of the goods,
  - (b) the price or other consideration for the goods (if relevant), and
  - (c) all the other relevant circumstances (see subsection (5)).
- (3) The quality of goods includes their state and condition; and the following aspects (among others) are in appropriate cases aspects of the quality of goods—
  - (a) fitness for all the purposes for which goods of that kind are usually supplied;
  - (b) appearance and finish;
  - (c) freedom from minor defects;
  - (d) safety;
  - (e) durability.
- (4) The term mentioned in subsection (1) does not cover anything which makes the quality of the goods unsatisfactory—

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- (a) which is specifically drawn to the consumer's attention before the contract is made,
  - (b) where the consumer examines the goods before the contract is made, which that examination ought to reveal, or
  - (c) in the case of a contract to supply goods by sample, which would have been apparent on a reasonable examination of the sample.
- (5) The relevant circumstances mentioned in subsection (2)(c) include any public statement about the specific characteristics of the goods made by the trader, the producer or any representative of the trader or the producer.
- (6) That includes, in particular, any public statement made in advertising or labelling.
- (7) But a public statement is not a relevant circumstance for the purposes of subsection (2)(c) if the trader shows that—
- (a) when the contract was made, the trader was not, and could not reasonably have been, aware of the statement,
  - (b) before the contract was made, the statement had been publicly withdrawn or, to the extent that it contained anything which was incorrect or misleading, it had been publicly corrected, or
  - (c) the consumer's decision to contract for the goods could not have been influenced by the statement.
- (8) In a contract to supply goods a term about the quality of the goods may be treated as included as a matter of custom.
- (9) See section 19 for a consumer's rights if the trader is in breach of a term that this section requires to be treated as included in a contract.

## **10 Goods to be fit for particular purpose**

- (1) Subsection (3) applies to a contract to supply goods if before the contract is made the consumer makes known to the trader (expressly or by implication) any particular purpose for which the consumer is contracting for the goods.
- (2) Subsection (3) also applies to a contract to supply goods if—
- (a) the goods were previously sold by a credit-broker to the trader,
  - (b) in the case of a sales contract or contract for transfer of goods, the consideration or part of it is a sum payable by instalments, and
  - (c) before the contract is made, the consumer makes known to the credit-broker (expressly or by implication) any particular purpose for which the consumer is contracting for the goods.
- (3) The contract is to be treated as including a term that the goods are reasonably fit for that purpose, whether or not that is a purpose for which goods of that kind are usually supplied.
- (4) Subsection (3) does not apply if the circumstances show that the consumer does not rely, or it is unreasonable for the consumer to rely, on the skill or judgment of the trader or credit-broker.
- (5) In a contract to supply goods a term about the fitness of the goods for a particular purpose may be treated as included as a matter of custom.

- (6) See section 19 for a consumer’s rights if the trader is in breach of a term that this section requires to be treated as included in a contract.

## **11 Goods to be as described**

- (1) Every contract to supply goods by description is to be treated as including a term that the goods will match the description.
- (2) If the supply is by sample as well as by description, it is not sufficient that the bulk of the goods matches the sample if the goods do not also match the description.
- (3) A supply of goods is not prevented from being a supply by description just because—
- (a) the goods are exposed for supply, and
  - (b) they are selected by the consumer.
- (4) Any information that is provided by the trader about the goods and is information mentioned in paragraph (a) of Schedule 1 or 2 to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ([SI 2013/3134](#)) (main characteristics of goods) is to be treated as included as a term of the contract.
- (5) A change to any of that information, made before entering into the contract or later, is not effective unless expressly agreed between the consumer and the trader.
- (6) See section 2(5) and (6) for the application of subsections (4) and (5) where goods are sold at public auction.
- (7) See section 19 for a consumer’s rights if the trader is in breach of a term that this section requires to be treated as included in a contract.

## **12 Other pre-contract information included in contract**

- (1) This section applies to any contract to supply goods.
- (2) Where regulation 9, 10 or 13 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ([SI 2013/3134](#)) required the trader to provide information to the consumer before the contract became binding, any of that information that was provided by the trader other than information about the goods and mentioned in paragraph (a) of Schedule 1 or 2 to the Regulations (main characteristics of goods) is to be treated as included as a term of the contract.
- (3) A change to any of that information, made before entering into the contract or later, is not effective unless expressly agreed between the consumer and the trader.
- (4) See section 2(5) and (6) for the application of this section where goods are sold at public auction.
- (5) See section 19 for a consumer’s rights if the trader is in breach of a term that this section requires to be treated as included in the contract.

## **13 Goods to match a sample**

- (1) This section applies to a contract to supply goods by reference to a sample of the goods that is seen or examined by the consumer before the contract is made.
- (2) Every contract to which this section applies is to be treated as including a term that—

- (a) the goods will match the sample except to the extent that any differences between the sample and the goods are brought to the consumer's attention before the contract is made, and
  - (b) the goods will be free from any defect that makes their quality unsatisfactory and that would not be apparent on a reasonable examination of the sample.
- (3) See section 19 for a consumer's rights if the trader is in breach of a term that this section requires to be treated as included in a contract.

#### **14 Goods to match a model seen or examined**

- (1) This section applies to a contract to supply goods by reference to a model of the goods that is seen or examined by the consumer before entering into the contract.
- (2) Every contract to which this section applies is to be treated as including a term that the goods will match the model except to the extent that any differences between the model and the goods are brought to the consumer's attention before the consumer enters into the contract.
- (3) See section 19 for a consumer's rights if the trader is in breach of a term that this section requires to be treated as included in a contract.

#### **15 Installation as part of conformity of the goods with the contract**

- (1) Goods do not conform to a contract to supply goods if—
- (a) installation of the goods forms part of the contract,
  - (b) the goods are installed by the trader or under the trader's responsibility, and
  - (c) the goods are installed incorrectly.
- (2) See section 19 for the effect of goods not conforming to the contract.

#### **16 Goods not conforming to contract if digital content does not conform**

- (1) Goods (whether or not they conform otherwise to a contract to supply goods) do not conform to it if—
- (a) the goods are an item that includes digital content, and
  - (b) the digital content does not conform to the contract to supply that content (for which see section 42(1)).
- (2) See section 19 for the effect of goods not conforming to the contract.

#### **17 Trader to have right to supply the goods etc**

- (1) Every contract to supply goods, except one within subsection (4), is to be treated as including a term—
- (a) in the case of a contract for the hire of goods, that at the beginning of the period of hire the trader must have the right to transfer possession of the goods by way of hire for that period,
  - (b) in any other case, that the trader must have the right to sell or transfer the goods at the time when ownership of the goods is to be transferred.
- (2) Every contract to supply goods, except a contract for the hire of goods or a contract within subsection (4), is to be treated as including a term that—

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- (a) the goods are free from any charge or encumbrance not disclosed or known to the consumer before entering into the contract,
  - (b) the goods will remain free from any such charge or encumbrance until ownership of them is to be transferred, and
  - (c) the consumer will enjoy quiet possession of the goods except so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) Every contract for the hire of goods is to be treated as including a term that the consumer will enjoy quiet possession of the goods for the period of the hire except so far as the possession may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance disclosed or known to the consumer before entering into the contract.
- (4) This subsection applies to a contract if the contract shows, or the circumstances when they enter into the contract imply, that the trader and the consumer intend the trader to transfer only—
- (a) whatever title the trader has, even if it is limited, or
  - (b) whatever title a third person has, even if it is limited.
- (5) Every contract within subsection (4) is to be treated as including a term that all charges or encumbrances known to the trader and not known to the consumer were disclosed to the consumer before entering into the contract.
- (6) Every contract within subsection (4) is to be treated as including a term that the consumer’s quiet possession of the goods—
- (a) will not be disturbed by the trader, and
  - (b) will not be disturbed by a person claiming through or under the trader, unless that person is claiming under a charge or encumbrance that was disclosed or known to the consumer before entering into the contract.
- (7) If subsection (4)(b) applies (transfer of title that a third person has), the contract is also to be treated as including a term that the consumer’s quiet possession of the goods—
- (a) will not be disturbed by the third person, and
  - (b) will not be disturbed by a person claiming through or under the third person, unless the claim is under a charge or encumbrance that was disclosed or known to the consumer before entering into the contract.
- (8) In the case of a contract for the hire of goods, this section does not affect the right of the trader to repossess the goods where the contract provides or is to be treated as providing for this.
- (9) See section 19 for a consumer’s rights if the trader is in breach of a term that this section requires to be treated as included in a contract.

## **18 No other requirement to treat term about quality or fitness as included**

- (1) Except as provided by sections 9, 10, 13 and 16, a contract to supply goods is not to be treated as including any term about the quality of the goods or their fitness for any particular purpose, unless the term is expressly included in the contract.
- (2) Subsection (1) is subject to provision made by any other enactment (whenever passed or made).