

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?

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.

Status: This is the original version (as it was originally enacted).

(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.