



# 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?*

#### **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—
  - (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.

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*Status: This is the original version (as it was originally enacted).*

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- (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.