



Consumer Rights Act 2015

2015 CHAPTER 15

PART 1

CONSUMER CONTRACTS FOR GOODS, DIGITAL CONTENT AND SERVICES

CHAPTER 2

GOODS

What remedies are there if statutory rights under a goods contract are not met?

19 Consumer's rights to enforce terms about goods

- (1) In this section and sections 22 to 24 references to goods conforming to a contract are references to—
 - (a) the goods conforming to the terms described in sections 9, 10, 11, 13 and 14,
 - (b) the goods not failing to conform to the contract under section 15 or 16, and
 - (c) the goods conforming to requirements that are stated in the contract.
- (2) But, for the purposes of this section and sections 22 to 24, a failure to conform as mentioned in subsection (1)(a) to (c) is not a failure to conform to the contract if it has its origin in materials supplied by the consumer.
- (3) If the goods do not conform to the contract because of a breach of any of the terms described in sections 9, 10, 11, 13 and 14, or if they do not conform to the contract under section 16, the consumer's rights (and the provisions about them and when they are available) are—
 - (a) the short-term right to reject (sections 20 and 22);
 - (b) the right to repair or replacement (section 23); and
 - (c) the right to a price reduction or the final right to reject (sections 20 and 24).

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- (4) If the goods do not conform to the contract under section 15 or because of a breach of requirements that are stated in the contract, the consumer's rights (and the provisions about them and when they are available) are—
 - (a) the right to repair or replacement (section 23); and
 - (b) the right to a price reduction or the final right to reject (sections 20 and 24).
- (5) If the trader is in breach of a term that section 12 requires to be treated as included in the contract, the consumer has the right to recover from the trader the amount of any costs incurred by the consumer as a result of the breach, up to the amount of the price paid or the value of other consideration given for the goods.
- (6) If the trader is in breach of the term that section 17(1) (right to supply etc) requires to be treated as included in the contract, the consumer has a right to reject (see section 20 for provisions about that right and when it is available).
- (7) Subsections (3) to (6) are subject to section 25 and subsections (3)(a) and (6) are subject to section 26.
- (8) Section 28 makes provision about remedies for breach of a term about the time for delivery of goods.
- (9) This Chapter does not prevent the consumer seeking other remedies—
 - (a) for a breach of a term that this Chapter requires to be treated as included in the contract,
 - (b) on the grounds that, under section 15 or 16, goods do not conform to the contract, or
 - (c) for a breach of a requirement stated in the contract.
- (10) Those other remedies may be ones—
 - (a) in addition to a remedy referred to in subsections (3) to (6) (but not so as to recover twice for the same loss), or
 - (b) instead of such a remedy, or
 - (c) where no such remedy is provided for.
- (11) Those other remedies include any of the following that is open to the consumer in the circumstances—
 - (a) claiming damages;
 - (b) seeking specific performance;
 - (c) seeking an order for specific implement;
 - (d) relying on the breach against a claim by the trader for the price;
 - (e) for breach of an express term, exercising a right to treat the contract as at an end.
- (12) It is not open to the consumer to treat the contract as at an end for breach of a term that this Chapter requires to be treated as included in the contract, or on the grounds that, under section 15 or 16, goods do not conform to the contract, except as provided by subsections (3), (4) and (6).
- (13) In this Part, treating a contract as at an end means treating it as repudiated.
- (14) For the purposes of subsections (3)(b) and (c) and (4), goods which do not conform to the contract at any time within the period of six months beginning with the day on

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which the goods were delivered to the consumer must be taken not to have conformed to it on that day.

- (15) Subsection (14) does not apply if—
- (a) it is established that the goods did conform to the contract on that day, or
 - (b) its application is incompatible with the nature of the goods or with how they fail to conform to the contract.