



# 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?*

#### **22 Time limit for short-term right to reject**

- (1) A consumer who has the short-term right to reject loses it if the time limit for exercising it passes without the consumer exercising it, unless the trader and the consumer agree that it may be exercised later.
- (2) An agreement under which the short-term right to reject would be lost before the time limit passes is not binding on the consumer.
- (3) The time limit for exercising the short-term right to reject (unless subsection (4) applies) is the end of 30 days beginning with the first day after these have all happened—
  - (a) ownership or (in the case of a contract for the hire of goods, a hire-purchase agreement or a conditional sales contract) possession of the goods has been transferred to the consumer,
  - (b) the goods have been delivered, and
  - (c) where the contract requires the trader to install the goods or take other action to enable the consumer to use them, the trader has notified the consumer that the action has been taken.
- (4) If any of the goods are of a kind that can reasonably be expected to perish after a shorter period, the time limit for exercising the short-term right to reject in relation to

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*Status: This is the original version (as it was originally enacted).*

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those goods is the end of that shorter period (but without affecting the time limit in relation to goods that are not of that kind).

- (5) Subsections (3) and (4) do not prevent the consumer exercising the short-term right to reject before something mentioned in subsection (3)(a), (b) or (c) has happened.
- (6) If the consumer requests or agrees to the repair or replacement of goods, the period mentioned in subsection (3) or (4) stops running for the length of the waiting period.
- (7) If goods supplied by the trader in response to that request or agreement do not conform to the contract, the time limit for exercising the short-term right to reject is then either—
  - (a) 7 days after the waiting period ends, or
  - (b) if later, the original time limit for exercising that right, extended by the waiting period.
- (8) The waiting period—
  - (a) begins with the day the consumer requests or agrees to the repair or replacement of the goods, and
  - (b) ends with the day on which the consumer receives goods supplied by the trader in response to the request or agreement.