



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?

23 Right to repair or replacement

- (1) This section applies if the consumer has the right to repair or replacement (see section 19(3) and (4)).
- (2) If the consumer requires the trader to repair or replace the goods, the trader must—
 - (a) do so within a reasonable time and without significant inconvenience to the consumer, and
 - (b) bear any necessary costs incurred in doing so (including in particular the cost of any labour, materials or postage).
- (3) The consumer cannot require the trader to repair or replace the goods if that remedy (the repair or the replacement)—
 - (a) is impossible, or
 - (b) is disproportionate compared to the other of those remedies.
- (4) Either of those remedies is disproportionate compared to the other if it imposes costs on the trader which, compared to those imposed by the other, are unreasonable, taking into account—
 - (a) the value which the goods would have if they conformed to the contract,
 - (b) the significance of the lack of conformity, and

Status: This is the original version (as it was originally enacted).

- (c) whether the other remedy could be effected without significant inconvenience to the consumer.
- (5) Any question as to what is a reasonable time or significant inconvenience is to be determined taking account of—
- (a) the nature of the goods, and
 - (b) the purpose for which the goods were acquired.
- (6) A consumer who requires or agrees to the repair of goods cannot require the trader to replace them, or exercise the short-term right to reject, without giving the trader a reasonable time to repair them (unless giving the trader that time would cause significant inconvenience to the consumer).
- (7) A consumer who requires or agrees to the replacement of goods cannot require the trader to repair them, or exercise the short-term right to reject, without giving the trader a reasonable time to replace them (unless giving the trader that time would cause significant inconvenience to the consumer).
- (8) In this Chapter, “repair” in relation to goods that do not conform to a contract, means making them conform.