



# Consumer Rights Act 2015

## 2015 CHAPTER 15

### PART 1

#### CONSUMER CONTRACTS FOR GOODS, DIGITAL CONTENT AND SERVICES

### CHAPTER 3

#### DIGITAL CONTENT

*What remedies are there if statutory rights under a digital content contract are not met?*

#### **42 Consumer's rights to enforce terms about digital content**

- (1) In this section and section 43 references to digital content conforming to a contract are references to the digital content conforming to the terms described in sections 34, 35 and 36.
- (2) If the digital content does not conform to the contract, the consumer's rights (and the provisions about them and when they are available) are—
  - (a) the right to repair or replacement (see section 43);
  - (b) the right to a price reduction (see section 44).
- (3) Section 16 also applies if an item including the digital content is supplied.
- (4) If the trader is in breach of a term that section 37 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 for the digital content or for any facility within section 33(3) used by the consumer.
- (5) If the trader is in breach of the term that section 41(1) (right to supply the content) requires to be treated as included in the contract, the consumer has the right to a refund (see section 45 for provisions about that right and when it is available).

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*Status: This is the original version (as it was originally enacted).*

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- (6) This Chapter does not prevent the consumer seeking other remedies for a breach of a term to which any of subsections (2), (4) or (5) applies, instead of or in addition to a remedy referred to there (but not so as to recover twice for the same loss).
- (7) Those other remedies include any of the following that is open to the consumer in the circumstances—
- (a) claiming damages;
  - (b) seeking to recover money paid where the consideration for payment of the money has failed;
  - (c) seeking specific performance;
  - (d) seeking an order for specific implement;
  - (e) relying on the breach against a claim by the trader for the price.
- (8) It is not open to the consumer to treat the contract as at an end for breach of a term to which any of subsections (2), (4) or (5) applies.
- (9) For the purposes of subsection (2), digital content which does not conform to the contract at any time within the period of six months beginning with the day on which it was supplied must be taken not to have conformed to the contract when it was supplied.
- (10) Subsection (9) does not apply if—
- (a) it is established that the digital content did conform to the contract when it was supplied, or
  - (b) its application is incompatible with the nature of the digital content or with how it fails to conform to the contract.