



# 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?*

#### **9 Goods to be of satisfactory quality**

- (1) Every contract to supply goods is to be treated as including a term that the quality of the goods is satisfactory.
- (2) The quality of goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory, taking account of—
  - (a) any description of the goods,
  - (b) the price or other consideration for the goods (if relevant), and
  - (c) all the other relevant circumstances (see subsection (5)).
- (3) The quality of goods includes their state and condition; and the following aspects (among others) are in appropriate cases aspects of the quality of goods—
  - (a) fitness for all the purposes for which goods of that kind are usually supplied;
  - (b) appearance and finish;
  - (c) freedom from minor defects;
  - (d) safety;
  - (e) durability.
- (4) The term mentioned in subsection (1) does not cover anything which makes the quality of the goods unsatisfactory—

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*Status: This is the original version (as it was originally enacted).*

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- (a) which is specifically drawn to the consumer's attention before the contract is made,
  - (b) where the consumer examines the goods before the contract is made, which that examination ought to reveal, or
  - (c) in the case of a contract to supply goods by sample, which would have been apparent on a reasonable examination of the sample.
- (5) The relevant circumstances mentioned in subsection (2)(c) include any public statement about the specific characteristics of the goods made by the trader, the producer or any representative of the trader or the producer.
- (6) That includes, in particular, any public statement made in advertising or labelling.
- (7) But a public statement is not a relevant circumstance for the purposes of subsection (2)(c) if the trader shows that—
  - (a) when the contract was made, the trader was not, and could not reasonably have been, aware of the statement,
  - (b) before the contract was made, the statement had been publicly withdrawn or, to the extent that it contained anything which was incorrect or misleading, it had been publicly corrected, or
  - (c) the consumer's decision to contract for the goods could not have been influenced by the statement.
- (8) In a contract to supply goods a term about the quality of the goods may be treated as included as a matter of custom.
- (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.