
STATUTORY INSTRUMENTS

2002 No. 3045

The Sale and Supply of Goods to Consumers Regulations 2002

Amendments to the Sale of Goods Act 1979

Additional implied terms in consumer cases

3.—(1) Section 14 of the Sale of Goods Act 1979 is amended as follows.

(2) After subsection (2C) insert—

“(2D) If the buyer deals as consumer or, in Scotland, if a contract of sale is a consumer contract, the relevant circumstances mentioned in subsection (2A) above include any public statements on the specific characteristics of the goods made about them by the seller, the producer or his representative, particularly in advertising or on labelling.

(2E) A public statement is not by virtue of subsection (2D) above a relevant circumstance for the purposes of subsection (2A) above in the case of a contract of sale, if the seller shows that—

- (a) at the time the contract was made, he was not, and could not reasonably have been, aware of the statement,
- (b) before the contract was made, the statement had been withdrawn in public or, to the extent that it contained anything which was incorrect or misleading, it had been corrected in public, or
- (c) the decision to buy the goods could not have been influenced by the statement.

(2F) Subsections (2D) and (2E) above do not prevent any public statement from being a relevant circumstance for the purposes of subsection (2A) above (whether or not the buyer deals as consumer or, in Scotland, whether or not the contract of sale is a consumer contract) if the statement would have been such a circumstance apart from those subsections.”.

Amendments to rules on passing of risk and acceptance of goods in consumer cases

4.—(1) Section 20 of the Sale of Goods Act 1979 is amended as follows. For the marginal note there is substituted “Passing of risk”.

(2) After subsection (3) there is inserted—

“(4) In a case where the buyer deals as consumer or, in Scotland, where there is a consumer contract in which the buyer is a consumer, subsections (1) to (3) above must be ignored and the goods remain at the seller’s risk until they are delivered to the consumer.”.

(3) In section 32 of the Sale of Goods Act 1979, after subsection (3) there is inserted—

“(4) In a case where the buyer deals as consumer or, in Scotland, where there is a consumer contract in which the buyer is a consumer, subsections (1) to (3) above must be ignored, but if in pursuance of a contract of sale the seller is authorised or required to send the goods to the buyer, delivery of the goods to the carrier is not delivery of the goods to the buyer.”.

Buyer's additional remedies in consumer cases

5. After Part 5 of the Sale of Goods Act 1979 insert—

“PART 5A

ADDITIONAL RIGHTS OF BUYER IN CONSUMER CASES

Introductory

48A.—(1) This section applies if—

- (a) the buyer deals as consumer or, in Scotland, there is a consumer contract in which the buyer is a consumer, and
- (b) the goods do not conform to the contract of sale at the time of delivery.

(2) If this section applies, the buyer has the right—

- (a) under and in accordance with section 48B below, to require the seller to repair or replace the goods, or
- (b) under and in accordance with section 48C below—
 - (i) to require the seller to reduce the purchase price of the goods to the buyer by an appropriate amount, or
 - (ii) to rescind the contract with regard to the goods in question.

(3) For the purposes of subsection (1)(b) above goods which do not conform to the contract of sale at any time within the period of six months starting with the date on which the goods were delivered to the buyer must be taken not to have so conformed at that date.

(4) Subsection (3) above does not apply if—

- (a) it is established that the goods did so conform at that date;
- (b) its application is incompatible with the nature of the goods or the nature of the lack of conformity.

Repair or replacement of the goods

48B.—(1) If section 48A above applies, the buyer may require the seller—

- (a) to repair the goods, or
- (b) to replace the goods.

(2) If the buyer requires the seller to repair or replace the goods, the seller must—

- (a) repair or, as the case may be, replace the goods within a reasonable time but without causing significant inconvenience to the buyer;
- (b) bear any necessary costs incurred in doing so (including in particular the cost of any labour, materials or postage).

(3) The buyer must not require the seller to repair or, as the case may be, replace the goods if that remedy is—

- (a) impossible, or
- (b) disproportionate in comparison to the other of those remedies, or
- (c) disproportionate in comparison to an appropriate reduction in the purchase price under paragraph (a), or rescission under paragraph (b), of section 48C(1) below.

(4) One remedy is disproportionate in comparison to the other if the one imposes costs on the seller which, in comparison to those imposed on him by the other, are unreasonable, taking into account—

- (a) the value which the goods would have if they conformed to the contract of sale,
- (b) the significance of the lack of conformity, and
- (c) whether the other remedy could be effected without significant inconvenience to the buyer.

(5) Any question as to what is a reasonable time or significant inconvenience is to be determined by reference to—

- (a) the nature of the goods, and
- (b) the purpose for which the goods were acquired.

Reduction of purchase price or rescission of contract

48C.—(1) If section 48A above applies, the buyer may—

- (a) require the seller to reduce the purchase price of the goods in question to the buyer by an appropriate amount, or
- (b) rescind the contract with regard to those goods,

if the condition in subsection (2) below is satisfied.

(2) The condition is that—

- (a) by virtue of section 48B(3) above the buyer may require neither repair nor replacement of the goods; or
- (b) the buyer has required the seller to repair or replace the goods, but the seller is in breach of the requirement of section 48B(2)(a) above to do so within a reasonable time and without significant inconvenience to the buyer.

(3) For the purposes of this Part, if the buyer rescinds the contract, any reimbursement to the buyer may be reduced to take account of the use he has had of the goods since they were delivered to him.

Relation to other remedies etc.

48D.—(1) If the buyer requires the seller to repair or replace the goods the buyer must not act under subsection (2) until he has given the seller a reasonable time in which to repair or replace (as the case may be) the goods.

(2) The buyer acts under this subsection if—

- (a) in England and Wales or Northern Ireland he rejects the goods and terminates the contract for breach of condition;
- (b) in Scotland he rejects any goods delivered under the contract and treats it as repudiated;
- (c) he requires the goods to be replaced or repaired (as the case may be).

Powers of the court

48E.—(1) In any proceedings in which a remedy is sought by virtue of this Part the court, in addition to any other power it has, may act under this section.

(2) On the application of the buyer the court may make an order requiring specific performance or, in Scotland, specific implement by the seller of any obligation imposed on him by virtue of section 48B above.

(3) Subsection (4) applies if—

(a) the buyer requires the seller to give effect to a remedy under section 48B or 48C above or has claims to rescind under section 48C, but

(b) the court decides that another remedy under section 48B or 48C is appropriate.

(4) The court may proceed—

(a) as if the buyer had required the seller to give effect to the other remedy, or if the other remedy is rescission under section 48C

(b) as if the buyer had claimed to rescind the contract under that section.

(5) If the buyer has claimed to rescind the contract the court may order that any reimbursement to the buyer is reduced to take account of the use he has had of the goods since they were delivered to him.

(6) The court may make an order under this section unconditionally or on such terms and conditions as to damages, payment of the price and otherwise as it thinks just.

Conformity with the contract

48F For the purposes of this Part, goods do not conform to a contract of sale if there is, in relation to the goods, a breach of an express term of the contract or a term implied by section 13, 14 or 15 above.”.

Other amendments to the 1979 Act

6.—(1) In section 61(1) after the definition of “plaintiff” there is inserted—

““producer” means the manufacturer of goods, the importer of goods into the European Economic Area or any person purporting to be a producer by placing his name, trade mark or other distinctive sign on the goods;”;

(2) in section 61(1) after the definition of “property” there is inserted—

““repair” means, in cases where there is a lack of conformity in goods for the purposes of section 48F of this Act, to bring the goods into conformity with the contract;”.