



## Consumer Rights Act 2015 - Rights, Remedies & Obligations

### Consumer contracts for goods, services & digital content:

#### Goods – what's covered?

- sales contracts
- contracts for the hire of goods
- hire purchase agreements
- contracts for the transfer of goods

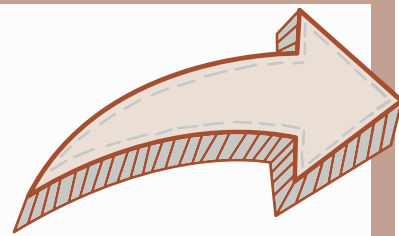
#### Exemptions?

- contracts for the supply of coins or notes for use as currency
- goods to be sold by way of execution or by authority of law
- mortgages, pledges, charges or security
- contracts made by deed

#### Goods - statutory rights

Goods must be:

- satisfactory quality
- fit for a purpose made known
- as described
- match any sample or model



**Satisfactory quality** - the standard that a reasonable person would consider satisfactory, taking account of:

- any description
- price (if relevant)
- other relevant circumstances (e.g. description made by the trader/producer, including statements made in advertising)



The consumer cannot bring a contract to an end for breach of a right within the Act unless the Act allows for it.

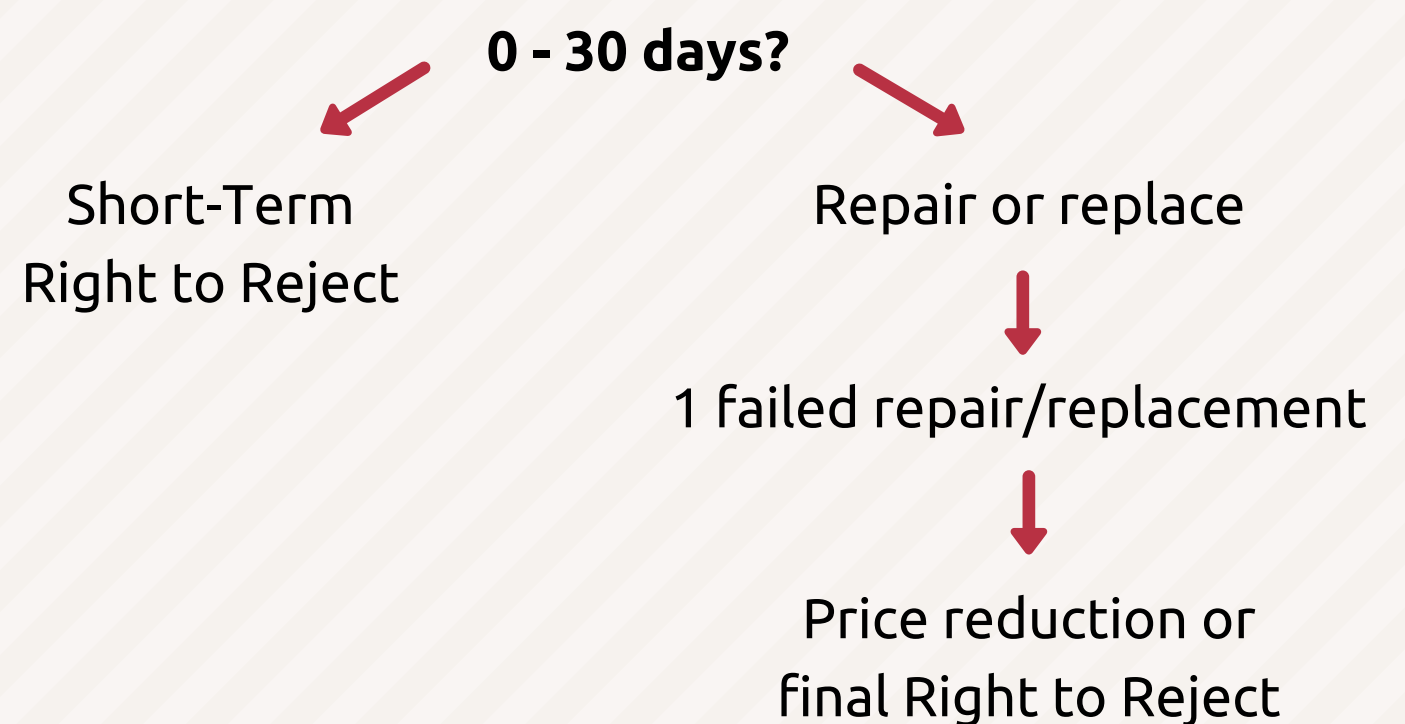
#### Goods - remedies for breach of statutory rights

- Act does not prevent consumers seeking other remedies
- these may be in addition to Act's remedies instead of/where no remedy is provided for

Other remedies include:

- claiming damages
- seeking specific performance
- relying on a breach against a claim
- exercising a right to treat the contract at an end (i.e. treating it as repudiated)

#### Non-conformance with core rights?



If the consumer requires the trader to repair/replace goods the trader must:

- do so within a reasonable time and without significant inconvenience
- bear any necessary costs of doing so



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### Goods - what are your consumer rights?

The Consumer Rights Act 2015 says goods must be as described, fit for purpose or satisfactory quality. During the expected lifespan of your product you're entitled to:

up to **30 days**

If your goods are faulty, you can get an immediate refund.

up to **6 months**

If it can't be repaired or replaced, then you're entitled to a full refund in most cases.

up to **6 years**

If the goods do not last a reasonable length of time you may be entitled to some money back.

### Digital Content - contracts covered

A contract to supply digital content

- digital content supplied free with goods, services or other digital content which the consumer pays a price and which is not generally available to consumers unless they have paid a price for it
- a trader who supplies a service by which digital content reaches a consumer is not supplying digital content (i.e. ISPs & MONOs)
- free digital content supplied by a trader to a consumer is not covered

#### Digital content – statutory rights

Consumer rights

- satisfactory quality - section 34
- fit for a particular purpose - section 35
- as described - section 36
- ICACS pre-contract information - section 37

- trader has the right to modify digital content they have supplied, if contract allows
- modified content must meet sections 34 - 36
- content that has been modified should still meet the description and ICACS information
- trader must have right to supply digital content to consumer

#### Digital content – remedies for breach of statutory rights

- Digital content not conforming with the contract within the first 6 months will be assumed to have not conformed on the day it was supplied to the consumer.
- Burden falls on the trader to prove that it did comply, or that the application of the rule is not compatible with the nature of the digital content or how it failed to conform.

#### Non-conformance?





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### Digital content – remedies for damage to device or other digital content

- trader supplies digital content to a consumer
- content causes damage
- the damage would not have occurred if the trader had exercised reasonable care and skill

Remedies - repair the damage, or compensate.

A consumer can bring a civil claim to enforce this right.

### Services - what's covered?

- contracts for a trader to supply a service to a consumer
- **but not** employment or apprenticeship contracts.

### Services – consumers' statutory rights

Service to be performed with reasonable care and skill (section 49). Everything said or written to the consumer by, or on behalf of the trader, about the trader or service is binding if:

- taken into account by consumer when entering into the contract/when making a decision about the service after entering into the contract
- subject to anything that qualified it at the time, or if it was changed by express agreement

### Services - rights and remedies

Right	Remedy
Reasonable care and skill	Repeat performance, price reduction
s.50 Information (Information about the service)	Repeat performance, price reduction
s.50 Information (Information about the trader)	Price reduction
Reasonable price	No specific remedy
Reasonable time	Price reduction