

A Quick Guide To The Consumer Rights Act 2015

Generally, whenever you make a purchase as a 'Consumer' from a 'Trader', the Consumer Rights Act 2015 ('CRA') will apply (provided the purchase was after October 2015).

It is designed to strengthen, enhance and protect the rights of Consumers where products and services are defective. Coupled with reliable legal advice, it is important to understand its provisions when you are considering taking action - the core provisions are set out below for ease of reference.

KEY PROVISIONS

s9

SATISFACTORY QUALITY

s9 provides that goods need to be of a satisfactory quality. This term is implied into the purchase contract. Subject to exceptions, this includes any representations given by the Trader as well as the state and condition of the goods.

s10

FIT FOR PURPOSE

s10 provides that where you, as a Consumer, have made (or implied) the purposes for which you require the goods known to the Trader, they need to be fit for that purpose. The Consumer would need to rely on the skill/expertise of the Trader when purchasing.

s11

AS DESCRIBED

s11 provides that goods need to be as described. As with s9, this term is implied into the purchase contract. Subject to exceptions, this includes any representations given by the Trader as well as the state and condition.

s22

SHORT TERM RIGHT TO REJECT

Subject to exceptions, goods may be returned for a full refund within 30 days under s20. It is exercised when the Consumer indicates to the Trader that they reject the goods and treat the contract as terminated.

s23

REPAIR OR REPLACEMENT

s23 provides for the right to a repair or replacement. This must be done within a reasonable time and without significant inconvenience to the Consumer. It has to be physically possible and not disproportionate to another remedy. If the Consumer accepts repair/replacement, they cannot ask for the other, or short term rejection until the Trader has had time to honour the first request.

s24

PRICE REDUCTION

s24 provides for a price reduction or a final right of rejection, where the goods still fail to conform after repair/replacement, where such repair/replacement is not possible or where the Trader has failed to do so within a reasonable time, and without significant inconvenience to the Consumer.