

The Consumer Rights Act 2015

Summary

The Consumer Rights Act 2015 has been implemented to simplify, strengthen and modernise UK consumer law. The Act merges separate pieces of consumer legislation including the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 And Unfair Terms in Consumer Contracts Regulations 1999. The Act applies to all contracts entered into from 1st October 2015.

Who?

The Act applies to consumers and traders in England, Wales, Scotland and Northern Ireland. A trader is defined as a person, company, charity, government department, local authority, or public authority acting for purposes related to your trade, business, craft or profession. A consumer is defined as an individual who, in their dealings with a trader, is not acting for the purposes of a business.

What?

The changes in consumer rights fall under three categories which are:

Goods

Services

Digital content (for the first time)

Goods

The law states that when you sell any goods to a customer they must be yours to sell. The goods must be of satisfactory quality and be fit for the purpose the consumer has made known. The goods must also meet the description they have been given and match any sample or model the consumer has seen. Should the goods you have supplied not meet consumer's rights, there is a clear method to follow. The consumer now has a short-term right to reject, this means they are entitled to a full refund within the first 30 days if the goods are faulty. The consumers are eligible for a full repair or replacement of a product after 30 days from purchase and they may have a price reduction or final right to reject made available to them after 1 attempt to repair or replace.

Services

The law reads when supplying a service to a consumer, you should carry the work with reasonable care and skill and take a reasonable timescale to complete the work. You may be bound by anything that is said or written to the consumer before entering into a contract and which influences their decision to deal with you. Furthermore you must charge a reasonable price unless you have agreed the price with the consumer. Should the services not be up to standard the consumer has a right to a repeat performance, this also gives you an opportunity to fix what has gone wrong. Or, the consumer is entitled to a cash reduction if the problem has not been fixed.

Digital Content

Digital content is now covered by law as a separate product category. The Act now states that any digital content supplied must be yours to supply and of satisfactory quality. It must be fit for the purpose the consumer has made known to you and must be as described. It is important to know you may also be responsible for any damage that your digital content does to a consumer's hardware or other software.

This new category has its own route for resolving a consumer complaint. Similar to the goods highlighted remedies, if the digital content supplied does not meet the consumer's rights then they are entitled to a repair or a replacement, this delivers an opportunity to fix the problem or provide replacement content. Failing this the consumer is entitled to a price reduction if fixing the product fails or if replacement content is unable to be provided.

Why?

The Consumer Rights Act 2015 aims to ensure goods and digital content are fit for purpose, services are performed with reasonable care and skill and any faults are repaired or money refunded.

The Act is now clearer and easier to understand, giving buyers confidence with their purchases and sellers confidence with their sales.
