

## The Consumer Rights Act 2015

The Consumer Rights Act 2015, which came into force on 1 October 2015, brings together existing legislation to create a comprehensive code for consumers in relation to the purchase of goods, services and digital content.

### Consumers

Those that fall within the definition of a 'consumer' under the Act will now be able to find their rights codified in a single piece of legislation, bringing together elements of the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982, the Unfair Contract Terms Act 1977 and more recent legislation which implements EU directives on consumer rights law.

The definition of consumer has been tightened to apply only to individuals, meaning that corporate clients will not benefit from the additional rights and remedies available under the Act. However, individuals who act as sole traders can benefit from the same rights and remedies if they purchase goods and services for a purpose that is mainly personal rather than professional.

The Act requires that goods and digital content must be of satisfactory quality, fit for purpose, and as described. Goods must also match any sample provided by the seller or a model seen by the consumer, unless any differences are pointed out before a contract is entered into. Services must be performed with reasonable care and skill, for a reasonable price and within a reasonable time and in a manner that accords with any information provided to the consumer about the trader and the service.

Consumers will now benefit from 'tiered' remedies, the first of which is a new remedy that gives consumers 30 days to reject goods that do not comply with the requirements in the Act. The consumer can agree to allow the trader to repair the item or to provide a replacement during this period but will still be able to reject the item and get a refund, or claim a price reduction, where the repaired item or replacement does not meet the requirements in the Act.

### Traders

Suppliers of goods, services or digital content are defined as 'traders' under the Act. The definition includes any person acting in the trader's name or on the trader's behalf.

Traders should be aware that when dealing with consumers, certain information which must be provided under legislation enacting EU directives will now form a term of the contract, even if not included in the terms and conditions. This includes the consumer's right to cancel where a contract is agreed in the consumer's home. In some cases this could result in the trader being unable to enforce their agreement with the consumer.

The Act also seeks to make it harder for businesses to impose unreasonable terms on the consumer, which is often achieved by using small print. All terms must now be 'transparent'

and intelligible to the consumer, but must also be 'prominent'. In order to comply, businesses should review their terms and conditions and be sure to bring onerous terms to the consumer's attention where they are not clearly visible.

If you are concerned that your business will be affected by the issues raised in this note, please contact the Russell-Cooke [corporate and commercial team](#) or [commercial litigation team](#).

For queries regarding business terms and conditions, please contact:

**Simon Ewing**

Associate

+44 (0)20 8394 6449

[Simon.Ewing@russell-cooke.co.uk](mailto:Simon.Ewing@russell-cooke.co.uk)

For queries regarding any dispute regarding a contract with a consumer, please contact:

**Ricky Cella**

Associate

+44 (0)20 8394 6479

[Ricky.Cella@russell-cooke.co.uk](mailto:Ricky.Cella@russell-cooke.co.uk)

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