



Consumer market study on the functioning of legal and commercial guarantees for consumers in the EU

Country fiche: United Kingdom

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1. United Kingdom

1.1 Regulatory background

Directive 1999/44/EC was transposed into national law through the Consumer Rights Act 2015 (“the Act”), which will come into force on 1 October 2015¹. The Act was introduced on the basis of a number of expert reviews which concluded that the UK’s pre-existing consumer legislation was “unnecessarily complex”², and needed to be made “clearer and more accessible”³, to, amongst other things, stimulate “greater awareness of rights, remedies and obligations.”⁴ The Sale and Supply of Goods to Consumers Regulations 2002 had previously contained the key provisions set out in Directive 1999/44/EC⁵. The 2002 Regulations were replaced by the provisions set out in the Consumer Rights Act 2015⁶. Part 1 of the Act, which is the part of the Act within which the main provisions of Directive 1999/44/EC are contained, applies to England and Wales, Scotland and Northern Ireland⁷.

1.1.1 Transposition of Directive 1999/44/EC

The status of the transposition of Directive 1999/44/EC into UK legislation can be considered broadly comprehensive and the following section details the transposition of the Directive’s specific key definitions and articles.

Definitions

The Consumer Rights Act 2015 directly transposes the five key definitions set out Directive 1999/44/EC: “Consumer”, “Consumer goods⁸”, “Seller”, “Producer⁹” and “Guarantee¹⁰”. In the case of the term “Consumer”, the UK Act goes further than the

¹ As per standard procedure, the Act was originally presented to the UK Parliament as a Bill. Both houses agreed on the latter’s text on 26 March 2015. Having received Royal Assent, it now has the status of an Act of Parliament (law). Parliament UK, ‘Consumer Rights Act 2015’ Accessed June, 2015. Retrieved from: services.parliament.uk/bills/2014-15/consumerrights.html

² Benchmarking the performance of the UK framework supporting consumer empowerment through comparison against relevant international comparator countries, a study for BERR by UEA, 2008 cited in Consumer Rights Act (2015), Explanatory Notes, Section 15

³ Consumer Law Review: Summary of Responses, BIS, 2009, cited in Consumer Rights Act (2015), Explanatory Notes, Section 15

⁴ Consumer Rights Act (2015), Explanatory Notes, Section 15

⁵ S.I. 2002 No. 3045, ‘The Sale and Supply of Goods to Consumers Regulations 2002, Explanatory Note

⁶ Consumer Rights Act (2015), Explanatory Notes, Section 24

⁷ Consumer Rights Act (2015), Explanatory Notes, Sections 25 and 26

⁸ This derives from Article 2(3) of the CRD. Essentially “goods” means anything physical which you can move (“any tangible moveable

item”). Therefore, Chapter 2 of Part 1 of the Act (the goods Chapter) does not apply to purchases of immovable property such as land

or a house. However, this subsection makes clear the meaning of goods can include certain utilities (water, gas and electricity) where

they are put up for sale in a limited volume or set quantity. Examples of these are a gas cylinder, a bottle of water or a battery. Section

3 contains further provision on the scope of the contracts for goods covered by the Act.

⁹ “Producer”, in relation to goods or digital content, means (a) the manufacturer, (b) the importer into the European Economic Area, or

(c) any person who purports to be a producer by placing the person’s name, trade mark or other distinctive sign on the goods or using it

in connection with the digital content.

¹⁰ “Guarantee” here means an undertaking to the consumer given without extra charge by a person acting in the course of the person’s

business (the “guarantor”) that, if the goods do not meet the specifications set out in the guarantee statement or in any associated

advertising:

(a) the consumer will be reimbursed for the price paid for the goods, or

(b) the goods will be repaired, replaced or handled in any way.

Directive insofar as it states that “Consumer” means an individual acting for purposes that are wholly or mainly outside that individual’s trade, business, craft or profession. A trader claiming that an individual was not acting for purposes wholly or mainly outside the individual’s trade, business, craft or profession¹¹ must prove it.”¹²

With regard to “Seller”, the UK Act has a similar definition insofar as it refers to the “trader” as the party acting within the context of his trade, business or profession, however, unlike the Directive, no specific mention is made to the fact that this person’s action is done in transaction with a consumer under a contract. The UK definition of “trader” is: “a person acting for purposes relating to that person’s trade, business, craft or profession, whether acting personally or through another person acting in the trader’s name or on the trader’s behalf.”¹³

Article 1.3 of the Directive allows member states to exclude from their definition of “consumer goods” second hand items sold under public auction where consumers are able to be present. The UK Act avails of this opportunity, but makes exceptions specified in Sections 11(4)¹⁴ and (5)¹⁵, 12¹⁶, 28¹⁷ and 29¹⁸ of the Act. Those sections include the activity or cases in relation to which second hand items up for public auction would still be considered consumer goods and therefore subject to the Directive’s provisions in relation to consumer goods. Furthermore, there is no reduction in the legal guarantee period for second hand goods under UK law, and both new and second hand goods are treated in the same way¹⁹.

Remedies and reclamations

According to the Act’s provisions, depending on the nature of the non-conformity in question, a number of potential remedies are available to the consumer. The consumer may benefit from: a short-term right to reject the goods, a right to have the goods repaired or replaced, a right to keep the goods but with a price reduction applied, a final right to reject the goods or to be reimbursed for a portion of their costs²⁰.

In the case of the short-term right to reject²¹, specifies that the consumer has thirty days from the date they became owners of the good in question to exercise this right. This applies in all cases except where the good in question should be reasonably expected to perish in a shorter period of time, in which case the short-term right to

(3) The guarantee takes effect, at the time the goods are delivered, as a contractual obligation owed by the guarantor under the conditions set out in the guarantee statement and in any associated advertising.

¹¹ Which would effectively make the individual a consumer according to the definition of “consumer” provided in the Act.

¹² Consumer Rights Act 2015 Part 1 Chapter 1 Section 2(3) transposes the Directive’s definition of “consumer” and Consumer Rights Act 2015 Part 1 Chapter 1 Section 2(4) extends it.

¹³ Consumer Rights Act 2015 Part 1 Chapter 1 Section 2(2)

¹⁴ Section 11(4) states: “Any information that is provided by the trader about the goods and is information mentioned in paragraph (a) of Schedule 1 or 2 to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (SI 2013/3134) (main characteristics of goods) is to be treated as included as a term of the contract.”

¹⁵ Section 11(5) states: “A change to any of that information, made before entering into the contract or later, is not effective unless expressly agreed between the consumer and the trader.”

¹⁶ Section 12 includes five subsections with provisions relating to pre-contract information that must be included in the contract.

¹⁷ Section 28 includes fourteen subsections with provisions relating to the delivery of goods.

¹⁸ Section 29 includes six subsections with provisions relating to the passing of risk.

¹⁹ See ‘Notifications according to Article 32 and 33 of the CRD’ at

http://ec.europa.eu/consumers/consumer_rights/rights-contracts/directive/notifications/. Status as of 19 May 2015, accessed on 14 October 2015

²⁰ Consumer Rights Act (2015), ‘Explanatory Notes’, Chapter 2, Section 19, note 87

²¹ Part 1, Chapter 1, Section 22 of the Act

reject is only considered applicable within the period that good would have been expected to be fit for purpose. The thirty day period count is suspended during the waiting period (i.e. during ongoing repair or replacement). Once the goods are returned to the consumer following repair or replacement, if they are still not compliant with the Act's standards, the consumer has the rest of the thirty days (minus the waiting period) or seven days (whichever is longer) to use their short-term right to reject²².

Section 20 states that in cases where the consumer exercises their right to reject, the seller is expected to provide them with a full refund. Specifically, the Act states that "To the extent that the consumer paid money under the contract, the consumer is entitled to receive back the same amount of money"²³. Additionally, Sections 20(11) and 20(12) contain provisions applicable in cases where the consumer transferred goods other than money to the seller as part of the contract. In essence, the provisions specify that the consumer should be refunded with the same quantity of the transferred good²⁴ or, if not possible, that they should be refunded with the transferred good itself "in its original state"²⁵.

Section 23 details provisions in relation to the right of repair or replacement of goods. It states that repair or replacement should be carried out by the trader in a reasonable period of time, and that the associated costs of doing so must be absorbed by the trader, including costs of labour, material and postage²⁶. The Section specifies that although some statutory breaches give consumers the right to choose to request either repair or replacement, they cannot choose one over the other if its implementation is impossible or would imply a disproportionate cost compared to the alternative²⁷. The interpretation of "disproportionate" is based on the value of the goods in question, how significant the lack of conformity was, as well as an assessment of whether implementing the alternative remedy would have resulted in significant inconvenience for the consumer²⁸. In addition, the section specifies that consumers can either request repair or replacement of a good but must allow the trader a reasonable period of time to honour the request before requesting the other remedy. For example, if requesting a repair, the consumer must not then request a replacement immediately after this request without having given the trader a reasonable amount of time to repair the defective good in question, and vice versa. This provision is waived if waiting this time would be of significant inconvenience to the consumer²⁹. What constitutes reasonable waiting time and significant inconvenience to the consumer is judged according to the nature of the good, and the objectives for which those goods were obtained³⁰.

Section 24 specifies the conditions in relation to the right for a price reduction and the final right to reject. Specifically, it states that the consumer enjoys the right to a price reduction or the final right to reject a good in cases where, either, repair or replacement were not possible, the repair or replacement had already been carried out by the trader but still proved unsatisfactory, or where the repair or replacement took an unreasonable amount of time to complete³¹. In either case, the consumer may either request to keep the good but get a price reduction or reject the good and obtain a refund. In the case of a price reduction, the trader must refund the consumer to bridge any discrepancy between the discounted price and the original price paid, within a period of fourteen days

²² Consumer Rights Act (2015), 'Explanatory Notes', Chapter 2, Section 22, notes 128 and 130

²³ Consumer Rights Act (2015), Part 1, Chapter 2, Section 20(10)

²⁴ Consumer Rights Act (2015), Part 1, Chapter 2, Section 20(11)

²⁵ Consumer Rights Act (2015), Part 1, Chapter 2, Section 20(12)

²⁶ Consumer Rights Act (2015), Part 1, Chapter 2, Section 23(2)

²⁷ Consumer Rights Act (2015), Part 1, Chapter 2, Section 23(3)

²⁸ Consumer Rights Act (2015), Part 1, Chapter 2, Section 23(4)

²⁹ Consumer Rights Act (2015), Part 1, Chapter 2, Section 23(6)

³⁰ Consumer Rights Act (2015), Part 1, Chapter 2, Section 23(5)

³¹ Consumer Rights Act (2015), Part 1, Chapter 2, Section 24(5)

from the date that the trader agreed the consumer was entitled to the price reduction³². In the case of the right for final rejection, if this is exercised within six months from the delivery of the good, then the trader must give the consumer a full refund³³ (this does not apply in the case of motor vehicles, for which a deduction may apply)³⁴. For cases where the right of final rejection was exercised after the six month period has elapsed, the trader has the right to deduct a portion of the refund to account for the use the consumer made of the good over this time period³⁵. Section 21 of the Act also provides provisions for instances where the consumer may partially reject goods (i.e. reject parts that do not conform and accept others). This is a new provision which came into force in October 2015³⁶. This applies in cases where the consumer has a right to reject a good (both short-term and final) as defined above but chooses to only reject parts of the good which do not conform and retain others which do³⁷. In this case, Section 21(7) states that the seller must reimburse the consumer for the rejected goods. If the consumer does opt for the partial right to reject, the consumer is prevented, by virtue of Section 21(1)(b), from rejecting the parts of the good that *do* conform to the contract. Consequently, this implies that the refund only applies to the rejected parts. The terms of the refund in these cases are the same as those specified for the short-term and final right to reject.

According to the 2015 consumer Right Act³⁸ the remedies that correspond to each case of non-conformity are summarized below:

Statutory right being breached	Statutory remedies that may apply
Goods to be of satisfactory quality (Section 9)	Short-term right to reject Right to repair or replacement Right to price reduction or final right to reject
Goods to be fit for particular purpose (Section 10)	Short-term right to reject Right to repair or replacement Right to price reduction or final right to reject
Goods to be as described (Section 11), covering the description of the goods plus conformity with that description	Short-term right to reject Right to repair or replacement Right to price reduction or final right to reject
Conformity with contract information provided pursuant to the 2013 Regulations (Section 12)	Right to recover costs incurred, up to the contract price
Goods to match a sample (Section 13)	Short-term right to reject Right to repair or replacement Right to price reduction or final right to reject
Goods to match a model seen or examined (Section 14)	Short-term right to reject Right to repair or replacement Right to price reduction or final right to reject
Incorrect installation of goods (by trader or under trader's responsibility) (Section 15)	Right to repair or replacement Right to price reduction or final right to reject

³² Consumer Rights Act (2015), Part 1, Chapter 2, Section 20(15)

³³ Consumer Rights Act (2015), Part 1, Chapter 2, Section 24(10)

³⁴ Consumer Rights Act (2015), Part 1, Chapter 2, Section 24(12)

³⁵ Consumer Rights Act (2015), Part 1, Chapter 2, Section 24(8)

³⁶ The Consumer Rights Act 2015 received Royal Assent in March 2015 and came into force on 1 October 2015. Consumer Rights Act (2015), Part 1, Chapter 2, Section 24(3) states that the consumer's right to a refund of any money paid by the consumer above the reduced price is subject to the provisions of Part 1, Chapter 2, Section 20(10) to (17)). Section 20(15) states the following: "A refund under this section must be given without undue delay, and in any event within 14 days beginning with the day on which the trader agrees that the consumer is entitled to a refund."

³⁷ Note that, as per the Consumer Rights Act (2015), Part 1, Chapter 2, Section 21(3)(4), the "partial right to reject" is not applicable in cases where the good can be considered a "commercial unit". The latter refers to good where it is impossible to replace or remove one part without having a substantial impact on the other parts of the good.

³⁸ Consumer Rights Act (2015), 'Explanatory Notes', Chapter 2 note 101

The application of the satisfactory quality test under Section 9 is case-specific. According to expert legal analysis, the main question is whether a reasonable person would regard the goods as being of satisfactory quality³⁹. There are then a number of factors to consider, including their description and sometimes price, as well as the list of factors now in s.9(3). The list of factors (s.9(3)(a)-(e)) are not a check-list, but a list of possible matters a court might take into account in deciding whether overall the goods are of satisfactory quality. Based on the facts, a judge may then consider how the goods were described (e.g., “new”, “ex-display” etc, “high-performance”) and their price (e.g., if very expensive), and then any of the other factors listed if they are relevant (so if a washing machine breaks down soon after purchase, durability and freedom from minor defects might be considered, but not safety or appearance and finish).

Article 5.1 of the Directive holds the seller liable for non-conformity for a minimum period of two years from when the good was delivered to the consumer. The Consumer Rights Act 2015 does not include any reference to time limitations. However, because the Act's provisions are subject to contract law, consumers in England, Wales and Northern Ireland have a six year period from the date of delivery to claim, whereas consumers in Scotland have five years. Whilst these may seem like very generous time windows, it is important to remember that the test of reasonableness indicated in the Consumer Rights Act (2015), Part 1, Chapter 1, Section 9(2) applies, which means that in practice, if, for example, a very cheap household appliance ceased to work as expected after four years of use by the consumer, that might not be considered a statutory breach, in which case a consumer claim would not be successful⁴⁰.

1.1.2 Table of the transposition

The table on the next page displays the articles from Directive 1999/44/EC on certain aspects of the sale of consumer goods and associated guarantees, and specifies the status of each article's transposition into the UK legal system.

³⁹ Contribution of Professor Christian Twigg Flesner, Hull University, United Kingdom, 17th September 2015

⁴⁰ Consumer Rights Act (2015), Explanatory Notes, Part 2, Chapter 2, Section 19, Note 105.

Table 1: Transposition of Directive 1999/44/EC in the British legislation

Areas	Art.	Content	Legislation	Comment*
Scope and definitions	1.1	Purpose	Consumer Rights Act 2015 Chapter 15; Explanatory note Introduction, Note 24	The purpose of the Act is specified as follows: “An Act to amend the law relating to the rights of consumers and protection of their interests; to make provisions about investigatory powers for enforcing the regulation of traders; to make provision about private actions in competition law and the Competition Appeal Tribunal; and for connected purposes” ⁴¹ . In the Explanatory Note it is also specified that the Act replaces the Sales and Supply of Goods to Consumers Regulations 2002 which was the previous legislation transposing Directive 1999/44/EC ⁴²
	1.2.a	Def. Consumer	Consumer Rights Act 2015 Part 1 Chapter 1 Section 2(3)(4)	(Direct) “Consumer” means an individual acting for purposes that are wholly or mainly outside that individual’s trade, business, craft or profession. And the UK Act goes further by stating that “A trader claiming that an individual was not acting for purposes wholly or mainly outside the individual’s trade, business, craft or profession must prove it.” (Section 2(4))
	1.2.b	Def. Consumer goods	Consumer Rights Act 2015 Part 1 Chapter 1 Section 2(8) and Chapter 2 Section 3.3(b)	Chapter 2 section 3.3 states that: (3) It does not apply— (a) to a contract for a trader to supply coins or notes to a consumer for use as currency; (b) to a contract for goods to be sold by way of execution or otherwise by authority of law; (c) to a contract intended to operate as a mortgage, pledge, charge or other security; (d) in relation to England and Wales or Northern Ireland, to a contract made by deed and for which the only consideration is the presumed consideration imported by the deed; (e) in relation to Scotland, to a gratuitous contract.
	1.2.c	Def. Seller	Consumer Rights Act 2015 Part 1 Chapter 1 Section 2(2)	The UK Act has a similar definition insofar as it refers to the “trader” (not the “seller”) acting within the context of his trade, business or profession; however, no specific mention is made to the fact that this person's action is done in transaction with a consumer under a contract. The UK definition is: “Trader” means a person acting for purposes relating to that person’s trade, business, craft or profession, whether acting personally or through another person acting in the trader’s name or on the trader’s behalf.”
	1.2.d	Def. Producer	Consumer Rights Act 2015 Chapter 5 Section 59(1)	Producer”, in relation to goods or digital content, means (a) the manufacturer, (b) the importer into the European Economic Area, or (c) any person who purports to be a producer by placing the person’s name, trade mark or other distinctive sign on the goods or using it in connection with the digital content.
	1.2.e	Def. Guarantee	Consumer Rights Act 2015 Part 1 Chapter 2 Section 30(2)	Guarantee” here means an undertaking to the consumer given without extra charge by a person acting in the course of the person’s business (the “guarantor”) that, if the goods do not meet the specifications set out in the guarantee statement or in any associated advertising: (a) the consumer will be reimbursed for the price paid for the goods, or (b) the goods will be repaired, replaced or handled in any way. (3) The guarantee takes effect, at the time the goods are delivered, as a contractual obligation owed by the guarantor under the conditions et out in the guarantee statement and in any associated advertising.

⁴¹ Consumer Rights Act (2015) Chapter 15

⁴² It is specified that the previous legislation transposed the Directive in the explanatory notes appended to the legislation: S.I. 2002 No. 3045, 'The Sale and Supply of Goods to Consumers Regulations 2002, Explanatory Note: http://www.legislation.gov.uk/uksi/2002/3045/pdfs/uksi_20023045_en.pdf. It is specified that the Act replacing this legislation in the Act's explanatory notes: Consumer Rights Act (2015), Explanatory Notes, Introduction, Note 24: <http://www.legislation.gov.uk/ukpga/2015/15/notes/division/2/5>

	1.2.f	Def. Repair	Consumer Rights Act 2015 Part 1 Chapter 2 Section 23(8)	"In this Chapter, "repair" in relation to goods that do not conform to a contract, means making them conform"
	1.3	Exclusion second hand	Consumer Rights Act 2015 Part 1 Chapter 1 Section 2(5)	(Direct). The UK Act excludes these items from its definition of consumer goods but makes exceptions specified in Sections 11(4) ⁴³ and (5) ⁴⁴ , 12 ⁴⁵ , 28 ⁴⁶ and 29 ⁴⁷ of the Act.
	1.4	Contracts of sale types	Consumer Rights Act 2015 Part 1 Chapter 2 Section 5(2)	A contract is a sales contract (whether or not it would be one under subsection (1)) if under the contract— (a) goods are to be manufactured or produced and the trader agrees to supply them to the consumer, (b) on being supplied, the goods will be owned by the consumer, and (c) the consumer pays or agrees to pay the price.
Conformity with the contract	2.1	Conformity requirement	Consumer Rights Act 2015 Part 1 Chapter 2 Section 19(1)	Direct with additional reference to satisfactory quality of a good, with term "quality" defined in Part 1, Chapter 2, Section 9. in ways that mirror the Directive's provision but going somewhat further with Section 9(3) which asserts that the "quality" of a good includes its "state and condition" and which goes on to provide a (non-exhaustive) list of aspects of goods which must be taken into account when assessing goods' quality. These aspects are: "fitness for all the purposes for which goods of that kind are usually supplied"; "appearance and finish"; "freedom from minor defects"; "safety" and "durability".
	2.2	Good conformity	Consumer Rights Act 2015 Part 1 Chapter 2 Section 9(2)(3)(5)(6); Section 10; Section 11; Section 13; Section 14	<i>Direct transposition</i> - Stating that goods will be in conformity with the contract if they comply with a set of conditions (e.g. compliant with the description given by the seller; fit for purpose; quality and performance similar to goods of the same type)
	2.3	Lack of conformity	Consumer Rights Act 2015 Part 1 Chapter 2 Section 9(4); Section 19(2)	(4) The term mentioned in subsection (1) does not cover anything which makes the quality of the goods unsatisfactory— (a) which is specifically drawn to the consumer's attention before the contract is made, (b) where the consumer examines the goods before the contract is made, which that examination ought to reveal, or (c) in the case of a contract to supply goods by sample, which would have been apparent on a reasonable examination of the sample. But, for the purposes of this section and sections 22 to 24, a failure to conform as mentioned in subsection (1)(a) to (c) is not a failure to conform to the contract if it has its origin in materials supplied by the consumer.
	2.4	Seller statements	Consumer Rights Act 2015 Part 1 Chapter 2 Section 9(7)	But a public statement is not a relevant circumstance for the purposes of subsection (2)(c) if the trader shows that— (a) when the contract was made, the trader was not, and could not reasonably have been, aware of the statement, (b) before the contract was made, the statement had been publicly withdrawn or, to the extent that it contained anything which was incorrect or misleading, it had been publicly corrected, or; (c) the consumer's decision to contract for the goods could not have been influenced by the statement.

⁴³ Section 11(4) states: “Any information that is provided by the trader about the goods and is information mentioned in paragraph (a) of Schedule 1 or 2 to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (SI 2013/3134) (main characteristics of goods) is to be treated as included as a term of the contract.”

⁴⁴ Section 11(5) states: “A change to any of that information, made before entering into the contract or later, is not effective unless expressly agreed between the consumer and the trader.”

⁴⁵ Section 12 includes five subsections with provisions relating to pre-contract information that must be included in the contract.

⁴⁶ Section 28 includes fourteen subsections with provisions relating to the delivery of goods.

⁴⁷ Section 29 includes six subsections with provisions relating to the passing of risk.

	2.5	Installation	Consumer Rights Act 2015 Part 1 Chapter 2 Section 15(1)	Direct, however the UK's Act does not specify that this would also apply "if the product, intended to be installed by the consumer, is installed by the consumer and the incorrect installation is due to a shortcoming in the installation instructions". Instead, Section 15.1(b) states that incorrect installation would be considered non-conformity if "the goods are installed by a trader or under the trader's responsibility".
Rights of the consumer	3.1	Liability	Consumer Rights Act 2015 Part 1 Chapter 2 Section 31	A term of a contract to supply goods is not binding on the consumer to the extent that it would exclude or restrict the trader's liability arising under any of these provisions— (a) section 9 (goods to be of satisfactory quality); (b) section 10 (goods to be fit for particular purpose); (c) section 11 (goods to be as described); (d) section 12 (other pre-contract information included in contract); (e) section 13 (goods to match a sample); (f) section 14 (goods to match a model seen or examined); (g) section 15 (installation as part of conformity of the goods with the contract); (h) section 16 (goods not conforming to contract if digital content does not conform); (i) section 17 (trader to have right to supply the goods etc); (j) section 28 (delivery of goods); (k) section 29 (passing of risk).
	3.2	Remedies	Consumer Rights Act 2015 Part 1 Chapter 2 Sections 19	<i>Direct transposition</i> - Stating that the consumer has the right to have non-conforming goods brought into conformity free of charge, or to receive an appropriate discount in price, or to contract rescission.
	3.3	Conditions	Consumer Rights Act 2015 Part 1 Chapter 2 Section 23	<i>Direct transposition</i> - Repair or replacement offered first and free of charge, unless implying disproportionate costs for the seller. Repair or replacement to be completed within a reasonable time taking into account the value of the good; the significance of the lack of conformity, or whether the remedy can be completed without inconvenience to the consumer
	3.4	Free of charge	Consumer Rights Act 2015 Part 1 Chapter 2 Section 23(2)	If the consumer requires the trader to repair or replace the goods, the trader must— (a) do so within a reasonable time and without significant inconvenience to the consumer, and (b) bear any necessary costs incurred in doing so (including in particular the cost of any labour, materials or postage).
	3.5	Reduction of the price	Consumer Rights Act 2015 Part 1 Chapter 2 Section 24(5)	A consumer who has the right to a price reduction and the final right to reject may only exercise one (not both), and may only do so in one of these situations— (a) after one repair or one replacement, the goods do not conform to the contract; (b) because of section 23(3) the consumer can require neither repair nor replacement of the goods; or (c) the consumer has required the trader to repair or replace the goods, but the trader is in breach of the requirement of section 23(2)(a) to do so within a reasonable time and without significant inconvenience to the consumer.
	3.6	Contract rescission	Consumer Rights Act 2015 Part 1 Chapter 2 Section 9(2)	There is no specific mention made to the fact that the "right to reject" is suspended in cases of minor non-conformity, however Part 1, Chapter 2, Section 9(2) includes a reasonableness test for judgements of product quality which may be relevant in this context.

Right of redress	4	Final seller liability		This does not appear to feature in the Act.
Time limits	5.1	Time period	Consumer Rights Act (2015), 'Explanatory Notes', Chapter 2 note 105	Six years in the case of England, Wales and Northern Ireland. Five years in the case of Scotland. However, test of reasonableness applies.
	5.2	Defect confirmation		UK legislation does not avail of this option.
	5.3	Reversed burden	Consumer Rights Act 2015 Part 1 Chapter 2 Section 19(14)	For the purposes of subsections (3)(b) and (c) and (4), goods which do not conform to the contract at any time within the period of six months beginning with the day on which the goods were delivered to the consumer must be taken not to have conformed to it on that day.
Guarantees	6.1	Legally binding	Consumer Rights Act 2015 Part 1 Chapter 2 Section 30(3)	The guarantee takes effect, at the time the goods are delivered, as a contractual obligation owed by the guarantor under the conditions set out in the guarantee statement and in any associated advertising.
	6.2	State rights and contents	Consumer Rights Act 2015 Part 1 Chapter 2 Section 30(4.a), (4.b) and (5)	The guarantor must ensure that— (a) the guarantee sets out in plain and intelligible language the contents of the guarantee and the essential particulars for making claims under the guarantee, (b) the guarantee states that the consumer has statutory rights in relation to the goods and that those rights are not affected by the guarantee,
	6.3	Written contract	Consumer Rights Act 2015 Part 1 Chapter 2 Section 30(6)	The guarantor and any other person who offers to supply to consumers the goods which are the subject of the guarantee must, on request by the consumer, make the guarantee available to the consumer within a reasonable time, in writing and in a form accessible to the consumer.
	6.4	Language of guarantees	Consumer Rights Act 2015 Part 1 Chapter 2 Section 30(4.c)	States that “where the goods are offered within the territory of the United Kingdom, the guarantee is written in English.”
	6.5	Respect 6.2-4	Consumer Rights Act 2015 Part 1 Chapter 2 Section 30(8)	States that “If a person fails to comply with a requirement of this section, the enforcement authority may apply to the court for an injunction or (in Scotland) an order of specific implement against that person requiring that person to comply.”
Binding nature	7.1	Rights restriction	Consumer Rights Act 2015 Part 1 Chapter 2 Section 31	States that: “Liability that cannot be excluded or restricted”.
	7.1	Reduced period (2nd hand)		Not transposed

	7.2	Measures of protection	Consumer Rights Act 2015 Part 1 Chapter 2 Section 32(1)	If—(a) the law of a country or territory other than an EEA State is chosen by the parties to be applicable to a sales contract, but (b) the sales contract has a close connection with the United Kingdom, this Chapter, except the provisions in subsection (2), applies despite that choice.
National law and minimum protection	8.1	Supplementary rights		
	8.2	National rules retain		
Information	9	Inform of the rights		
Modification	10	Directive 98/27/EC		
Transposition	11.1	Date		
	11.2	Provisions		
Review	12	Jul-06		
Entry into force	13	Day of publication		
Address	14	To Member States		
Recitals	15	Period-of-use deduction		
	18	Suspension 2-year period		

* The mention of "direct" means a direct transposition, disregarding the fact that the sentences can be placed differently or paraphrased relative to the Directive formulation

Legend

	Rules on procedures to transpose, no need to find translation in the national law
	Recitals—at the discretion of the Member State
	Options at the discretion of the Member State

1.1.3 Additional rights

UK consumers are covered by additional rights by virtue of a number of legal instruments, such as: the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Consumer Rights (Payment Surcharges) Regulations 2012, the Consumer Protection (Amendment) Regulations 2014 and the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015. This section gives a very brief overview of some of the noteworthy additional rights that consumers enjoy under this legislation.

Right of information

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, it is made incumbent on the seller to provide the consumer with specific “clear and comprehensible”⁴⁸ information in relation to both on-premises and off-premise contracts. In the case of on-premises contracts, the required information would include: the good's main characteristics, the trader's identity, address and contact details, the good's price, any delivery charges or if they cannot be calculated a notification of their existence, arrangements in terms of payments and delivery, the trader's complaints handling policy, an explicit notification that the trader is legally obliged to supply goods that conform to the contractual terms, the conditions of any after-sales services and commercial guarantees that may apply, the contract's duration and conditions for its extension or termination if it is of an indeterminate nature⁴⁹. In the case of an off-premise contract, the Regulations also make it incumbent on the trader to provide this information along with additional information, such as the consumer's cancellation rights⁵⁰.

Right of cancellation

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the UK consumer is normally able to cancel a distance or off-premise contract within 14 days of its establishment⁵¹. The cancellation period is extended if the trader breaches the information requirement specified in Regulations 9 and 10, and described in the paragraph above. If the trader discloses the required information within 12 months of the date stated in Regulation 30 of the Consumer Contracts Regulations, then the cancellation period is extended to cover 14 additional days from the date of disclosure⁵². If it is not provided within those 12 months, then the cancellation period is extended to cover a whole 12 months from the date it was stipulated to end under Regulation 30⁵³.

Right to be protected from hidden costs

The Consumer Rights (Payment Surcharges) Regulations 2012 disallow unreasonable surcharges being applied to consumers due to the payment methods used⁵⁴.

⁴⁸ S.I. 2013 No.3134, Regulation 9(1) and 10(1)

⁴⁹ S.I. 2013 No.3134, Regulation 9(1)

⁵⁰ S.I. 2013 No.3134, Regulation 10(1)

⁵¹ S.I. 2013 No.3134, Regulation 30(2)

⁵² S.I. 2013 No.3134, Regulation 31(2)

⁵³ S.I. 2013 No.3134, Regulation 31(3)

⁵⁴ S.I. 2012 No.3110, Regulation 4

Right to an effective Alternative Dispute Resolution (ADR) system

The Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015 came into force on 7 April 2015⁵⁵. These Regulations aim to transpose EU Directive 2013/11/EC on alternative dispute resolution for consumer disputes, for which the transposition deadline has been set at 9 July 2015. Amongst other things, the Regulations require that any dispute between traders and consumers related to goods or services can be taken to an ADR entity if the trader chooses this option⁵⁶. Traders must also inform consumers about the ADR procedure at their disposal in the event that a direct amicable settlement between the trader and consumer is not reached. The ADR entities must be certified by the responsible national authorities⁵⁷.

1.2 Enforcement and redress

Consumers are advised by Citizen's Advice to begin by ensuring that they are still covered under the terms and conditions stated on their guarantee or warranty, and particularly the time limit established. If they are covered, they must then contact their guarantee or warranty provider either by phone or in writing. If writing, consumers are requested to include in their letter: where and when the good was purchased, what problem they have experienced in relation to the good, which of the remedies covered by the guarantee they would like (e.g. replacement or repair), a photocopy of the guarantee, and any documentation listed as necessary in the guarantee, such as a receipt. Consumers are advised to contact the trader to let the latter know that they have made a claim to the guarantor and reminded that if they prove unsuccessful in claiming under the terms of their guarantee, they may still be able to claim remedial action from the trader under their legal rights⁵⁸.

In cases where the consumer has abided by all the terms and conditions specified in the guarantee and yet the trader or manufacturer bound by the guarantee refuses a consumer's claim, the consumer has a number of options. First, they can make a complaint: that is, exhaust the consumer complaint procedure with the trader or manufacturer in question (for instance, by formalising their complaint in writing if previous communication was by call and going through the consumer complaint mechanisms established by the company)⁵⁹.

If this step has proven unsuccessful, the consumer can contact the ombudsman if the product falls within a market for which an ombudsman is in place. The markets for which an ombudsman exists include energy, TV, mobile phones, phones or internet, financial

⁵⁵ Parts 1 to 3 of S.I. 2015 No. 542

⁵⁶ The Explanatory Memorandum cited, Section 7.2, indicates that it is up to the trader, unless the latter is legislatively bound to use ADR: the Directive requires that Member States ensure that any dispute within its scope (which is most disputes concerning contractual obligations regarding the sale of goods or provision of services raised by a consumer against a trader) can be submitted to an ADR entity, which has been approved by a competent authority, if the trader so wishes (or if the trader is obliged by domestic legislation to use ADR).

⁵⁷ This overview of the provisions included in the S.I. 2015 No.542 and information on the implementation of the new S.I. due on 9 July 2015 is adapted from the Explanatory Memorandum attached to S.I. 2015 No.542, Section 7(2)(3)(4)(5)

⁵⁸ Citizens Advice, 'Claiming under a guarantee or warranty'. Accessed June, 2015. Retrieved from: <https://www.citizensadvice.org.uk/consumer/taking-action-about-consumer-problems/making-a-claim/claiming-on-guarantees-and-warranties/guarantees-and-warranties/claiming-under-a-guarantee-or-warranty/>

⁵⁹ Citizens Advice, 'Making a complaint – the complaints process.' Accessed June, 2015. Retrieved from: <https://www.citizensadvice.org.uk/consumer/taking-action-about-consumer-problems/making-a-complaint/making-a-complaint-the-complaints-process/>

services, banking, post, furniture, bathrooms and kitchens, and floor covering⁶⁰. An ombudsman can only be contacted once the consumer has exhausted the trader's complaints procedure (evidenced by either a "letter of deadlock" from the trader, or if eight weeks have elapsed since the trader was first contacted and an agreement has still not been reached). Different ombudsmen have different complaint procedures, and their rulings, which may call for a range of actions on the part of traders found guilty (from a formal apology to financial compensation), are not always legally binding (it varies between one ombudsman and another)⁶¹.

An alternative is to report the problem to Trading Standards⁶². To do so, consumers must first contact Citizens Advice consumer service. The latter's advisors are tasked with assessing the consumer complaint and judging whether or not it should be referred to Trading Standards. If there is a referral, the complaint is passed on to Trading Standards and is reassessed. Trading Standards are then in a position to follow up directly with the complainant, should they choose to. Their action can range from informal measures, such as mediation between the trader and complainant and the issuing of advice to traders, to more formal action that may result in court action against the trader. Specifically, they are empowered to share information with a range of bodies, including the Competition and Markets Authority, the police, and the courts service, and a formal prosecution against the trader may ensue.⁶³ Importantly, the services offered by Trading Standards vary by locality⁶⁴, suggesting that some consumers may benefit from more comprehensive coverage than others, depending on their area of residence.

⁶⁰ Citizens Advice, 'Making a complaint – the complaints process.' Accessed June, 2015. Retrieved from: <https://www.citizensadvice.org.uk/consumer/taking-action-about-consumer-problems/making-a-complaint/making-a-complaint-the-complaints-process/>

⁶¹ Citizens Advice, 'Complaining to an ombudsman about consumer issues.' Accessed June, 2015. Retrieved from: <https://www.citizensadvice.org.uk/consumer/taking-action-about-consumer-problems/making-a-complaint/complaining-to-an-ombudsman-about-consumer-issues/complaining-to-an-ombudsman-about-consumer-issues/>

⁶² Citizens Advice, 'Reporting a problem to Trading Standards'. Accessed June, 2015. Retrieved from: <https://www.citizensadvice.org.uk/consumer/protection-for-the-consumer/trading-standards/reporting-a-problem-to-trading-standards/>

⁶³ As above

⁶⁴ As above

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