Consumer Rights Act 2015

This factsheet provides information on the main changes to consumer rights protection in the sale of goods, services and digital downloads that come into effect on 1 October 2015. The new provisions are part of the Consumer Rights Act 2015 that consolidates previous consumer rights legislation, including the Sale of Goods Act 1979.

What the changes mean for consumers

The law still says that any goods that you purchase from a trader must be of satisfactory quality, fit for purpose and match the description given by the trader. The following changes apply to purchases of goods, services or digital content by consumers from UK traders on or after 1 October 2015.

Purchase of goods

- Consumers have 30 days to reject a faulty item and ask for a refund;
- Retailers get one chance to repair or replace a faulty item before the consumer can ask for a full or partial refund;
- Goods must also be installed correctly if that is part of the contract; and
- It may also be possible for the consumer to claim compensation for any losses they may have suffered as a result of faulty goods.

Purchase of services

The law says any service provision must be carried out:

- With reasonable care and skill;
- At reasonable cost; and
- Within reasonable time.
- If a service is unsatisfactory, the consumer is entitled to have the service carried out again free of charge or be given a price reduction; and





 Where the service cannot be repeated (e.g. wedding photography) the consumer can claim a price reduction – up to 100% of the total cost depending on the circumstances.

Digital downloads

- For the first time the law sets out specific rules for selling digital content such as e-books, apps, downloaded computer software or games, streamed films or music etc. Any digital content you buy must be:
 - Of satisfactory quality
 - Fit for a particular purpose
 - As described.
- If you purchase faulty digital content, you may be entitled to a repair, replacement, price reduction or refund; and
- Occasionally, a digital content purchase can corrupt the operating system, device or other content such as photos. In those instances the consumer has the right to have the damaged equipment or content repaired by the trader or receive compensation even if the content was a free download.

Unfair contracts

These new provisions make it easier for consumers to challenge unfair contracts, including hidden charges.

Additional information and disputes

The Consumer Rights Act also obliges the trader to provide the consumer with the name and website address of an organisation (called an Alternative Dispute Resolution Provider) that could assist them with their complaint. The trader must also inform the consumer whether they are prepared to work with that provider to resolve the complaint.

Consumers can contact Consumerline for further information on 0300 123 6262 or by visiting www.nidirect.gov.uk/consumerline

