

Rights under Consumer Law UK

Brief overview

Consumer law in the UK has been harmonised under the [Consumer Rights Act 2015 \(CA\)](#). The CA governs the supply of goods, services and digital content.

The [Consumer Protection Act 1987](#) governs the safety standards applied to manufacturers. Which enables a consumer to seek compensation if the product causes personal injury or damage to property.

The law governing business to business transactions is governed by the [Sales of Goods Act 1979](#).

Who is a Consumer?

A consumer is defined as 'an individual acting for the purposes that are wholly or mainly outside that individual's trade, business, craft or profession'. In lay terms, if you purchase goods, services or digital content as a consumer, i.e. not in a professional capacity. You will be regarded as a customer. And, therefore afforded protection under the law.

If you are purchasing goods, services or digital content in a professional capacity (for your business) rights to protection will be obtained under the Sales of Goods Act.

What types of transactions does the CA apply to?

The CA applies when you have been treated unfair with such things as:

- *Credit and store cards*
- *Faulty goods*
- *Counterfeit goods*
- *Poor service*
- *Contracts*
- *Builders*
- *Rogue traders*

The CA applies to:

- a) Purchase of **Goods**
- b) Purchasing **Services**
- c) Purchasing **Digital content**

What are the standards to meet?

Under the CA, an item must meet the following standards:

- 1. It must be of a **STATISFACTORY QUALITY**
- 2. It must be **FIT FOR PURPOSE**
- 3. It must be as **DESCRIBED**

Note: Where an item fails to meet the above you can avail of your rights under the CA.

Remedies available to a customer?

If the product fails to meet the above standards a customer has the right to:

- a) A **Refund**, or partial refund,
- b) A **Replacement**, or,
- c) A **Repair**

Time limits to making a claim?

Short term rights – in first **30 days of receipt of goods**, consumer has the right to reject goods if faulty. And, are entitled to a **full refund**.

Long term rights – after the **initial 30 days have expired**, a consumer is entitled to request a **replacement or repair** of a faulty item. A trader may refuse one of these grounds if it is disproportionately expensive compared to the other.

NOTE: If, following a repair, the goods are still faulty, the consumer is entitled to a full refund.

Six months rule – if you discover a faulty within the first six months, it is presumed that it was present when you purchased the item. It is up to the retailer to prove that it was not.

After six months – if you discover a faulty after six months the **burden is upon the consumer** to prove that the fault was present when purchased.

NOTE: The retailer **may made a deduction from any refund given if product returned after six months**. Prior to this a retailer **cannot make any deductions from a refund**.

Returning goods and cost of delivery?

Between 30 days and six months - A consumer will be refunded the cost of returning the item to the retailer. This will include fees for special delivery.

However, if you have had the goods for quite a period (law is silent on period of time) you are not likely to receive a returning fee rebate.

After six months – delivery fees for returning the item is not refundable.

Guarantees and Warranties?

Consumers should also read any **guarantees and warranties** that accompany the goods. In some situations, the rights available within a guarantee or warranty may have **extra rights** which the consumer can use to correct the matter.

NOTE: The consumer rights detailed here apply even if the guarantee or warranty has expired.

How to start the process of a refund, replacement or repair?

To commence a claim, a consumer should;

1. Contact the Retailer

The retailer should take steps to rectify the situation in accordance with the timelines set out above. A consumer can do so via phone, email or letter.

Details which must be included in the letter/email are:

- *Name and address of consumer*
- *Item description, identifying codes, cost of item*
- *Date purchased*
- *Location where purchased*
- *Type of remedy sought i.e. refund, repair or replacement*

2. Contact Manufacturer

A consumer can also contact the manufacturer if the goods caused injury or damage to property. Please see additional articles on [LIP Legal Services](#) for guidance on this matter.

What if retailer has ceased business or will not respond?

If the goods were purchased with a credit card, and cost **more than £100, but less than £35,000**. Under [section 75 of the Consumer Credit Act 1975](#) a consumer can take the claim against the credit card company. The same rights apply against the financier as towards the retailer.

Alternatively, if the purchase was for **less than £100**, and paid for using **debit card or credit card**, a consumer can ask their bank to attempt to retrieve the money lost in this transaction. This is informally known as **chargeback**. This is at the discretion of individual banks, therefore it will be necessary to negotiate with individual banks on their terms.

What to do when retailer refuses to resolve?

If a retailer will not issue the consumer one of the remedies sought. The next step is to:

- a) Contact [Trading Standards](#)
- b) Take complaint to [Consumer Ombudsman](#)
- c) Small Claims Court proceedings

How to start small claims court proceedings?

Please see the additional articles on [LIP Legal Services](#) that will provide a detailed guide in how to commence small claims court proceedings.

Further Information sites:

[Citizens Advice](#)

[UK Government Website](#)

[WHICH.com](#)

If you require assistance with a claim under the Consumer rights act we can assist. Please go to the contact page.