

CONSUMER RIGHTS ACT 2015

EXPLANATORY NOTES

SUMMARY AND BACKGROUND

Background

5. There is general agreement across business and consumer groups that the existing UK consumer law is unnecessarily complex. It is fragmented and, in places, unclear, for example where the law has not kept up with technological change or lacks precision or where it is couched in legalistic language. There are also overlaps and inconsistencies between changes made by virtue of implementing European Union (“EU”) legislation alongside unamended pre-existing UK legislation.
6. The law that protects consumers when they enter into contracts has developed piecemeal over time. Initially it was the courts that recognised that a person buying goods has certain clear and justified, but sometimes unspoken, expectations. The courts developed a body of case law which gave buyers rights when these expectations were not met. This case law was then made into legislation that protected buyers when buying goods, originally in the Sale of Goods Act 1893, updated by the Sale of Goods Act 1979 (“SGA”). These rights were then extended by the introduction of the Supply of Goods and Services Act 1982 (“SGSA”) to cover the situations when goods were provided other than by sale (for example when someone hires goods). The SGSA also covers (in relation to England, Wales and Northern Ireland) certain protections for the recipients of services supplied by traders. Legislation setting out rules on unfairness in contract terms was established domestically in the Unfair Contract Terms Act 1977 (“UCTA”). These pieces of legislation currently cover more than just consumer contracts but certain of their provisions offer extra protection to consumers (as opposed to other types of buyers).
7. The EU has also legislated to protect consumers and so the UK legislation has been amended to incorporate this European legislation; sometimes this has been implemented in domestic law without resolving inconsistencies or overlaps.
8. The relevant domestic law is currently mainly contained in the following legislation:
 - Supply of Goods (Implied Terms) Act 1973
 - Sale of Goods Act 1979
 - Supply of Goods and Services Act 1982
 - Sale and Supply of Goods Act 1994
 - Sale and Supply of Goods to Consumers Regulations 2002
 - Unfair Contract Terms Act 1977
 - Unfair Terms in Consumer Contracts Regulations 1999
 - Unfair Terms in Consumer Contracts (Amendment) Regulations 2001

*These notes refer to the Consumer Rights Act 2015
(c.15) which received Royal Assent on 26 March 2015*

- Competition Act 1998
 - Enterprise Act 2002
9. The European Directives implemented in the Act are:
- Directive [99/44/EC](#) of the European Parliament and of the Council on certain aspects of the sale of consumer goods and associated guarantees;
 - Directive [93/13/EEC](#) of the Council on unfair terms in consumer contracts;
 - Some provisions of Directive [2011/83/EU](#) of the European Parliament and of the Council on consumer rights. See sections 11, 12, 36, 37 and 50 in relation to the enforcement of information requirements and also see paragraph 11 below. See also section 28 in relation to default rules for the delivery of goods, and section 29 regarding the passing of risk in goods.
10. In addition, the Act implements some provisions (in respect of enforcement) of:
- Regulation [\(EC\) No. 2006/2004](#) of the European Parliament and of the Council on cooperation between national authorities responsible for the enforcement of consumer protection laws;
 - Regulation [\(EC\) No. 765/2008](#) of the European Parliament and of the Council setting out the requirements for accreditation and market surveillance relating to the marketing of products;
 - Directive [2001/95/EC](#) of the European Parliament and of the Council on general product safety; and
 - Directive [98/27/EC](#) of the European Parliament and of the Council on injunctions for the protection of consumers' interests.