



# Consumer Rights Act 2015

## 2015 CHAPTER 15

### PART 1

#### CONSUMER CONTRACTS FOR GOODS, DIGITAL CONTENT AND SERVICES

### CHAPTER 2

#### GOODS

*Can a trader contract out of statutory rights and remedies under a goods contract?*

#### **31 Liability that cannot be excluded or restricted**

- (1) 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).
- (2) That also means that a term of a contract to supply goods is not binding on the consumer to the extent that it would—

*Status: Point in time view as at 31/12/2020.*

*Changes to legislation: Consumer Rights Act 2015, Cross Heading: Can a trader contract out of statutory rights and remedies under a goods contract? is up to date with all changes known to be in force on or before 25 September 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

- (a) exclude or restrict a right or remedy in respect of a liability under a provision listed in subsection (1),
  - (b) make such a right or remedy or its enforcement subject to a restrictive or onerous condition,
  - (c) allow a trader to put a person at a disadvantage as a result of pursuing such a right or remedy, or
  - (d) exclude or restrict rules of evidence or procedure.
- (3) The reference in subsection (1) to excluding or restricting a liability also includes preventing an obligation or duty arising or limiting its extent.
- (4) An agreement in writing to submit present or future differences to arbitration is not to be regarded as excluding or restricting any liability for the purposes of this section.
- (5) Subsection (1)(i), and subsection (2) so far as it relates to liability under section 17, do not apply to a term of a contract for the hire of goods.
- (6) But an express term of a contract for the hire of goods is not binding on the consumer to the extent that it would exclude or restrict a term that section 17 requires to be treated as included in the contract, unless it is inconsistent with that term (and see also section 62 (requirement for terms to be fair)).
- (7) See Schedule 3 for provision about the enforcement of this section.

#### Commencement Information

**II** S. 31 in force at 1.10.2015 by [S.I. 2015/1630](#), [art. 3\(a\)](#) (with [art. 6\(1\)](#))

## 32 [F1Contracts applying law of a country other than the UK]

- (1) If—
- (a) the law of a country or territory other than [F2the United Kingdom or any part of the United Kingdom] 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.
- (2) The exceptions are—
- (a) sections 11(4) and (5) and 12;
  - (b) sections 28 and 29;
  - (c) section 31(1)(d), (j) and (k).
- (3) For cases where those provisions apply, or where the law applicable has not been chosen <sup>F3</sup>..., see Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations [F4as that Regulation has effect as retained direct EU legislation (including that Regulation as applied by regulation 5 of the Law Applicable to Contractual Obligations (England and Wales and Northern Ireland) Regulations 2009 and regulation 4 of the Law Applicable to Contractual Obligations (Scotland) Regulations 2009), unless the case is one in respect of which Regulation (EC) No. 593/2008 has effect by virtue of Article 66 of the EU withdrawal agreement, in which case see that Regulation as it has effect by virtue of that Article.]

**Status:** Point in time view as at 31/12/2020.

**Changes to legislation:** Consumer Rights Act 2015, Cross Heading: Can a trader contract out of statutory rights and remedies under a goods contract? is up to date with all changes known to be in force on or before 25 September 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

### Textual Amendments

- F1** Words in s. 32 heading substituted (31.12.2020) by [The Consumer Protection \(Amendment etc.\) \(EU Exit\) Regulations 2018 \(S.I. 2018/1326\)](#), regs. 1(3), **3(2)(a)** (with reg. 11) (as amended by S.I. 2020/1347, regs. 1(3), 4(8)); 2020 c. 1, Sch. 5 para. 1(1)
- F2** Words in s. 32(1)(a) substituted (31.12.2020) by [The Consumer Protection \(Amendment etc.\) \(EU Exit\) Regulations 2018 \(S.I. 2018/1326\)](#), regs. 1(3), **3(2)(b)** (with reg. 11) (as amended by S.I. 2020/1347, regs. 1(3), 4(8)); 2020 c. 1, Sch. 5 para. 1(1)
- F3** Words in s. 32(3) omitted (31.12.2020) by virtue of [The Consumer Protection \(Amendment etc.\) \(EU Exit\) Regulations 2018 \(S.I. 2018/1326\)](#), regs. 1(3), **3(2)(c)** (with reg. 11) (as amended by S.I. 2020/1347, regs. 1(3), 4(8)); 2020 c. 1, Sch. 5 para. 1(1)
- F4** Words in s. 32(3) inserted by S.I. 2019/834, reg. 4A(2) (as inserted (31.12.2020) by [The Jurisdiction, Judgments and Applicable Law \(Amendment\) \(EU Exit\) Regulations 2020 \(S.I. 2020/1574\)](#), regs. 1, **6(6)**)

### Commencement Information

- I2** S. 32 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

**Status:**

Point in time view as at 31/12/2020.

**Changes to legislation:**

Consumer Rights Act 2015, Cross Heading: Can a trader contract out of statutory rights and remedies under a goods contract? is up to date with all changes known to be in force on or before 25 September 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations.