



Consumer Rights Act 2015

2015 CHAPTER 15

PART 1

CONSUMER CONTRACTS FOR GOODS, DIGITAL CONTENT AND SERVICES

CHAPTER 3

DIGITAL CONTENT

Can a trader contract out of statutory rights and remedies under a digital content contract?

47 Liability that cannot be excluded or restricted

- (1) A term of a contract to supply digital content 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 34 (digital content to be of satisfactory quality),
 - (b) section 35 (digital content to be fit for particular purpose),
 - (c) section 36 (digital content to be as described),
 - (d) section 37 (other pre-contract information included in contract), or
 - (e) section 41 (trader's right to supply digital content).
- (2) That also means that a term of a contract to supply digital content is not binding on the consumer to the extent that it would—
 - (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.

Status: This is the original version (as it was originally enacted).

- (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) See Schedule 3 for provision about the enforcement of this section.
- (6) For provision limiting the ability of a trader under a contract within section 46 to exclude or restrict the trader's liability under that section, see section 62.