



Consumer Rights Act 2015

2015 CHAPTER 15

PART 1 **U.K.**

CONSUMER CONTRACTS FOR GOODS, DIGITAL CONTENT AND SERVICES

CHAPTER 2 **U.K.**

GOODS

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

32 **[^{F1}Contracts applying law of a country other than the UK] U.K.**

- (1) If—
- (a) the law of a country or territory other than [^{F2}the 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 ^{F3}..., 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 [^{F4}as that Regulation has effect as [^{F5}assimilated direct] 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

Changes to legislation: There are currently no known outstanding effects for the Consumer Rights Act 2015, Section 32. (See end of Document for details)

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.]

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)**)
- F5** Words in s. 32(3) substituted (1.1.2024) by [The Retained EU Law \(Revocation and Reform\) Act 2023 \(Consequential Amendment\) Regulations 2023](#) (S.I. 2023/1424), reg. 1(2), **Sch. para. 84(2)(a)**

Commencement Information

- I1** S. 32 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(a)** (with art. 6(1))

Changes to legislation:

There are currently no known outstanding effects for the Consumer Rights Act 2015, Section 32.