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## STATUTORY INSTRUMENTS

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# 2002 No. 3045

## The Sale and Supply of Goods to Consumers Regulations 2002 (revoked)

### AMENDMENTS TO THE SUPPLY OF GOODS (IMPLIED TERMS) ACT 1973

#### Additional implied terms in consumer cases **U.K.**

**13.**—(1) Section 10 of the Supply of Goods (Implied Terms) Act 1973 <sup>M1</sup> is amended as follows.

(2) After subsection (2C) insert—

“(2D) If the person to whom the goods are bailed or hired deals as consumer or, in Scotland, if the goods are hired to a person under a consumer contract, the relevant circumstances mentioned in subsection (2A) above include any public statements on the specific characteristics of the goods made about them by the creditor, the producer or his representative, particularly in advertising or on labelling.

(2E) A public statement is not by virtue of subsection (2D) above a relevant circumstance for the purposes of subsection (2A) above in the case of a contract of hire-purchase, if the creditor shows that—

- (a) at the time the contract was made, he was not, and could not reasonably have been, aware of the statement,
- (b) before the contract was made, the statement had been withdrawn in public or, to the extent that it contained anything which was incorrect or misleading, it had been corrected in public, or
- (c) the decision to acquire the goods could not have been influenced by the statement.

(2F) Subsections (2D) and (2E) above do not prevent any public statement from being a relevant circumstance for the purposes of subsection (2A) above (whether or not the person to whom the goods are bailed or hired deals as consumer or, in Scotland, whether or not the goods are hired to a person under a consumer contract) if the statement would have been such a circumstance apart from those subsections.”.

(3) At the end of the section add—

“(8) In Scotland, “consumer contract” in this section has the same meaning as in section 12A(3) below.”.

(4) In section 15(1) after the definition of “hire purchase agreement” there is inserted—

““producer” means the manufacturer of goods, the importer of goods into the European Economic Area or any person purporting to be a producer by placing his name, trade mark or other distinctive sign on the goods;”.

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#### Marginal Citations

**M1** 1973 c. 13.

*Status: Point in time view as at 26/05/2008.*

*Changes to legislation: There are currently no known outstanding effects for the The Sale and Supply of Goods to Consumers Regulations 2002 (revoked), AMENDMENTS TO THE SUPPLY OF GOODS (IMPLIED TERMS) ACT 1973. (See end of Document for details)*

## Amendments to the Unfair Contract Terms Act 1977 **U.K.**

- 14.**—(1) The Unfair Contract Terms Act 1977 <sup>M2</sup> is amended as follows.
- (2) In section 12, after subsection (1) there is inserted the following subsection—
- “(1A) But if the first party mentioned in subsection (1) is an individual paragraph (c) of that subsection must be ignored.”
- (3) For subsection (2) of section 12 there is substituted the following subsection—
- “(2) But the buyer is not in any circumstances to be regarded as dealing as consumer—
- (a) if he is an individual and the goods are second hand goods sold at public auction at which individuals have the opportunity of attending the sale in person;
- (b) if he is not an individual and the goods are sold by auction or by competitive tender.”
- (4) In section 25—
- (a) in subsection (1), the definition of “consumer contract”—
- (i) after the word “means” there is inserted “ subject to subsections (1A) and (1B) below”;
- (ii) the words “(not being a contract of sale by auction or competitive tender)” are repealed.
- (b) after subsection (1) there is inserted—
- “(1A) Where the consumer is an individual, paragraph (b) in the definition of “consumer contract” in subsection (1) must be disregarded.
- (1B) The expression of “consumer contract” does not include a contract in which—
- (a) the buyer is an individual and the goods are second hand goods sold by public auction at which individuals have the opportunity of attending in person; or
- (b) the buyer is not an individual and the goods are sold by auction or competitive tender.”

### Marginal Citations

**M2** 1977 c. 50.

## Consumer guarantees **U.K.**

**15.**—(1) Where goods are sold or otherwise supplied to a consumer which are offered with a consumer guarantee, the consumer guarantee takes effect at the time the goods are delivered as a contractual obligation owed by the guarantor under the conditions set out in the guarantee statement and the associated advertising.

(2) The guarantor shall ensure that the guarantee sets out in plain intelligible language the contents of the guarantee and the essential particulars necessary for making claims under the guarantee, notably the duration and territorial scope of the guarantee as well as the name and address of the guarantor.

[<sup>F1</sup>(2A) The guarantor shall also ensure that the guarantee contains a statement that the consumer has statutory rights in relation to the goods which are sold or supplied and that those rights are not affected by the guarantee.]

(3) On request by the consumer to a person to whom paragraph (4) applies, the guarantee shall within a reasonable time be made available in writing or in another durable medium available and accessible to him.

(4) This paragraph applies to the guarantor and any other person who offers to consumers the goods which are the subject of the guarantee for sale or supply.

(5) Where consumer goods are offered with a consumer guarantee, and where those goods are offered within the territory of the United Kingdom, then the guarantor shall ensure that the consumer guarantee is written in English.

(6) If the guarantor fails to comply with the provisions of paragraphs (2) or (5) above, or a person to whom paragraph (4) applies fails to comply with paragraph (3) then the enforcement authority may apply for an injunction or (in Scotland) an order of specific implement against that person requiring him to comply.

(7) The court on application under this Regulation may grant an injunction or (in Scotland) an order of specific implement on such terms as it thinks fit.

**Textual Amendments**

**F1** Reg. 15(2A) inserted (26.5.2008) by [The Consumer Protection from Unfair Trading Regulations 2008 \(S.I. 2008/1277\)](#), reg. 1, **Sch. 2 para. 97** (with reg. 28(2)(3))

**Status:**

Point in time view as at 26/05/2008.

**Changes to legislation:**

There are currently no known outstanding effects for the The Sale and Supply of Goods to Consumers Regulations 2002 (revoked), AMENDMENTS TO THE SUPPLY OF GOODS (IMPLIED TERMS) ACT 1973.