



Consumer Rights Act 2015

2015 CHAPTER 15

PART 1 **U.K.**

CONSUMER CONTRACTS FOR GOODS, DIGITAL CONTENT AND SERVICES

CHAPTER 2 **U.K.**

GOODS

Other rules about remedies under goods contracts

27 Consignation, or payment into court, in Scotland **S**

(1) Subsection (2) applies where—

- (a) a consumer has not rejected goods which the consumer could have rejected for breach of a term mentioned in section 19(3) or (6),
- (b) the consumer has chosen to treat the breach as giving rise only to a claim for damages or to a right to rely on the breach against a claim by the trader for the price of the goods, and
- (c) the trader has begun proceedings in court to recover the price or has brought a counter-claim for the price.

(2) The court may require the consumer—

- (a) to consign, or pay into court, the price of the goods, or part of the price, or
- (b) to provide some other reasonable security for payment of the price.

Commencement Information

11 S. 27 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 27.