



Consumer Rights Act 2015

2015 CHAPTER 15

PART 1

CONSUMER CONTRACTS FOR GOODS, DIGITAL CONTENT AND SERVICES

CHAPTER 2

GOODS

Other rules about goods contracts

28 Delivery of goods

- (1) This section applies to any sales contract.
- (2) Unless the trader and the consumer have agreed otherwise, the contract is to be treated as including a term that the trader must deliver the goods to the consumer.
- (3) Unless there is an agreed time or period, the contract is to be treated as including a term that the trader must deliver the goods—
 - (a) without undue delay, and
 - (b) in any event, not more than 30 days after the day on which the contract is entered into.
- (4) In this section—
 - (a) an “agreed” time or period means a time or period agreed by the trader and the consumer for delivery of the goods;
 - (b) if there is an obligation to deliver the goods at the time the contract is entered into, that time counts as the “agreed” time.
- (5) Subsections (6) and (7) apply if the trader does not deliver the goods in accordance with subsection (3) or at the agreed time or within the agreed period.
- (6) If the circumstances are that—

Status: This is the original version (as it was originally enacted).

- (a) the trader has refused to deliver the goods,
- (b) delivery of the goods at the agreed time or within the agreed period is essential taking into account all the relevant circumstances at the time the contract was entered into, or
- (c) the consumer told the trader before the contract was entered into that delivery in accordance with subsection (3), or at the agreed time or within the agreed period, was essential,

then the consumer may treat the contract as at an end.

- (7) In any other circumstances, the consumer may specify a period that is appropriate in the circumstances and require the trader to deliver the goods before the end of that period.
- (8) If the consumer specifies a period under subsection (7) but the goods are not delivered within that period, then the consumer may treat the contract as at an end.
- (9) If the consumer treats the contract as at an end under subsection (6) or (8), the trader must without undue delay reimburse all payments made under the contract.
- (10) If subsection (6) or (8) applies but the consumer does not treat the contract as at an end—
 - (a) that does not prevent the consumer from cancelling the order for any of the goods or rejecting goods that have been delivered, and
 - (b) the trader must without undue delay reimburse all payments made under the contract in respect of any goods for which the consumer cancels the order or which the consumer rejects.
- (11) If any of the goods form a commercial unit, the consumer cannot reject or cancel the order for some of those goods without also rejecting or cancelling the order for the rest of them.
- (12) A unit is a “commercial unit” if division of the unit would materially impair the value of the goods or the character of the unit.
- (13) This section does not prevent the consumer seeking other remedies where it is open to the consumer to do so.
- (14) See section 2(5) and (6) for the application of this section where goods are sold at public auction.