



Consumer Rights Act 2015

2015 CHAPTER 15

PART 1

CONSUMER CONTRACTS FOR GOODS, DIGITAL CONTENT AND SERVICES

CHAPTER 3

DIGITAL CONTENT

What statutory rights are there under a digital content contract?

34 Digital content to be of satisfactory quality

- (1) Every contract to supply digital content is to be treated as including a term that the quality of the digital content is satisfactory.
- (2) The quality of digital content is satisfactory if it meets the standard that a reasonable person would consider satisfactory, taking account of—
 - (a) any description of the digital content,
 - (b) the price mentioned in section 33(1) or (2)(b) (if relevant), and
 - (c) all the other relevant circumstances (see subsection (5)).
- (3) The quality of digital content includes its state and condition; and the following aspects (among others) are in appropriate cases aspects of the quality of digital content—
 - (a) fitness for all the purposes for which digital content of that kind is usually supplied;
 - (b) freedom from minor defects;
 - (c) safety;
 - (d) durability.
- (4) The term mentioned in subsection (1) does not cover anything which makes the quality of the digital content unsatisfactory—

Status: Point in time view as at 25/08/2020.

Changes to legislation: Consumer Rights Act 2015, Section 34 is up to date with all changes known to be in force on or before 22 September 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

- (a) which is specifically drawn to the consumer's attention before the contract is made,
 - (b) where the consumer examines the digital content before the contract is made, which that examination ought to reveal, or
 - (c) where the consumer examines a trial version before the contract is made, which would have been apparent on a reasonable examination of the trial version.
- (5) The relevant circumstances mentioned in subsection (2)(c) include any public statement about the specific characteristics of the digital content made by the trader, the producer or any representative of the trader or the producer.
- (6) That includes, in particular, any public statement made in advertising or labelling.
- (7) But a public statement is not a relevant circumstance for the purposes of subsection (2)
- (c) if the trader shows that—
 - (a) when the contract was made, the trader was not, and could not reasonably have been, aware of the statement,
 - (b) before the contract was made, the statement had been publicly withdrawn or, to the extent that it contained anything which was incorrect or misleading, it had been publicly corrected, or
 - (c) the consumer's decision to contract for the digital content could not have been influenced by the statement.
- (8) In a contract to supply digital content a term about the quality of the digital content may be treated as included as a matter of custom.
- (9) See section 42 for a consumer's rights if the trader is in breach of a term that this section requires to be treated as included in a contract.

Commencement Information

II S. 34 in force at 1.10.2015 by S.I. 2015/1630, art. 3(a) (with art. 6(1))

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