



# Consumer Rights Act 2015

## 2015 CHAPTER 15

### PART 1

#### CONSUMER CONTRACTS FOR GOODS, DIGITAL CONTENT AND SERVICES

### CHAPTER 3

#### DIGITAL CONTENT

*What remedies are there if statutory rights under a digital content contract are not met?*

#### **45 Right to a refund**

- (1) The right to a refund gives the consumer the right to receive a refund from the trader of all money paid by the consumer for the digital content (subject to subsection (2)).
- (2) If the breach giving the consumer the right to a refund affects only some of the digital content supplied under the contract, the right to a refund does not extend to any part of the price attributable to digital content that is not affected by the breach.
- (3) A refund must be given without undue delay, and in any event within 14 days beginning with the day on which the trader agrees that the consumer is entitled to a refund.
- (4) The trader must give the refund using the same means of payment as the consumer used to pay for the digital content, unless the consumer expressly agrees otherwise.
- (5) The trader must not impose any fee on the consumer in respect of the refund.

#### **Commencement Information**

**II** S. 45 in force at 1.10.2015 by S.I. 2015/1630, art. 3(a) (with art. 6(1))

**Status:**

Point in time view as at 01/10/2015.

**Changes to legislation:**

Consumer Rights Act 2015, Section 45 is up to date with all changes known to be in force on or before 19 July 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.