



# Consumer Rights Act 2015

## 2015 CHAPTER 15

### PART 1

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

### CHAPTER 4

#### SERVICES

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

#### **54 Consumer's rights to enforce terms about services**

- (1) The consumer's rights under this section and sections 55 and 56 do not affect any rights that the contract provides for, if those are not inconsistent.
- (2) In this section and section 55 a reference to a service conforming to a contract is a reference to—
  - (a) the service being performed in accordance with section 49, or
  - (b) the service conforming to a term that section 50 requires to be treated as included in the contract and that relates to the performance of the service.
- (3) If the service does not conform to the contract, the consumer's rights (and the provisions about them and when they are available) are—
  - (a) the right to require repeat performance (see section 55);
  - (b) the right to a price reduction (see section 56).
- (4) If the trader is in breach of a term that section 50 requires to be treated as included in the contract but that does not relate to the service, the consumer has the right to a price reduction (see section 56 for provisions about that right and when it is available).

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**Status:** Point in time view as at 01/10/2016.

**Changes to legislation:** Consumer Rights Act 2015, Section 54 is up to date with all changes known to be in force on or before 24 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. (See end of Document for details)

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- (5) If the trader is in breach of what the contract requires under section 52 (performance within a reasonable time), the consumer has the right to a price reduction (see section 56 for provisions about that right and when it is available).
- (6) This section and sections 55 and 56 do not prevent the consumer seeking other remedies for a breach of a term to which any of subsections (3) to (5) applies, instead of or in addition to a remedy referred to there (but not so as to recover twice for the same loss).
- (7) Those other remedies include any of the following that is open to the consumer in the circumstances—
- (a) claiming damages;
  - (b) seeking to recover money paid where the consideration for payment of the money has failed;
  - (c) seeking specific performance;
  - (d) seeking an order for specific implement;
  - (e) relying on the breach against a claim by the trader under the contract;
  - (f) exercising a right to treat the contract as at an end.

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**Commencement Information**

- I1** S. 54 in force at 1.10.2015 for specified purposes by S.I. 2015/1630, **art. 3(c)** (with **art. 6(1)**)
- I2** S. 54 in force at 1.10.2016 in so far as not already in force by S.I. 2015/1630, **art. 4(b)** (with **art. 6(2)**) (as amended by S.I. 2016/484, art. 2)

**Status:**

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