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Consumer Rights Act 2015 (CRA 2015) which was established on 1st October 2015 is a straightforward modern framework for consumer rights that solely applies to traders and consumers (Conway, 2022). According to section 2(2) of CRA 2015, trader is defined as a person operating for purposes connecting to his trade, business, craft, or profession, whether directly or via another person acting on the trader's behalf (*Consumer Rights Act 2015*). With this definition, earlier terminology such as 'seller in the course of business' as in Sale of Goods Act 1979 or 'business' as in Section 14 of Unfair Contract Terms Act 1977 is replaced (Giliker, 2017). As opposed, business according to section 2(7) of CRA 2015 is the activity of any government department, local, or public body (*Consumer Rights Act 2015*). Meanwhile, consumer, as defined by section 2(3) of CRA 2015, is a person acting for reasons that are wholly or mainly unrelated to his trade, business, craft, or profession (*Consumer Rights Act 2015*). This definition is more comprehensive than those defined in SGA and UCTA. This CRA 2015 enables consumers and traders to buy and sell services and goods with confidence (MGN Ltd, 2015). This is due to their clear acknowledgement of the essential information needed and their rights.

CRA 2015 has several aims that it sought to achieve. Firstly, to establish a framework that brings together in one place all of the key consumer rights and laws relating to unfair terms in consumer contracts (Emery, 2015). Next, to make the rights, remedies, and responsibilities of consumers and traders in existing legislation such as in Supply of Goods Act 1979 (SGA 1979), Supply of Goods & Services Act 1982 (SGSA 1982), and Unfair Contract Terms Act 1977 (UCTA 1977), more simplified and modernised (Giliker, 2017). Furthermore, to ensure consumers are protected from deceptive, low-quality products and unfair business practices or contract terms related to transactions, repairs, refunds, and delivery (FSB, 2021). This act serves to keep the UK legislation updated with the 21st-century technological advancements and to maintain legislation current with contemporary consumers and traders' issues (Department for Business, Innovation & Skills, 2015).

Part 1 of CRA 2015 focuses on consumer contracts for goods, which are covered in sections 2 until 32, digital contracts in sections 33 until 47, and services in sections 48 until 57 (*Consumer Rights Act 2015*). Previously, the government focused on rights, remedies, and responsibilities linked to products solely in the SGA 1979, however, the government amended

its legislation to SGSA 1982, which covers situations other than sales of goods (*Consumer Rights Act 2015*). The new changes made in Part 1 of the CRA 2015 are that the government has established the clear rights on digital content, such as the right to repair or replacement faulty digital content, and the clear regulations on what should happen if a service is not made with reasonable care and skill or as agreed with the trader (Department for Business, Energy & Industrial Strategy, 2015). Previous legislation has stated the rights and remedies of digital content as a part of goods, but the information is unclear and uncertain (McClean, 2015). Hence, as more business is being made online, thus clearer rights and remedies between consumers and traders regarding digital content must be created and developed, to enable the consumer to gain their full benefit and become a smart consumer. As an impact of the United Kingdom's choice to leave European Union, there has been a mixture in the act or legislation that they possess in reference to specific situations in earlier legislation (Giliker, 2017). Some acts are influenced by the Europe consumer sales directive and common law. However, in Consumer Regulations 2002, inconsistency and confusion arise as they combine the rules of the Consumer Sales Directive with the existing legal provision found in the SGA 1979 and SGSA 1982 without making any attempt to harmonise both statutory provisions (Giliker, 2017). This results in an overlapped and ambiguous provision concerning certain scenarios. Therefore, CRA 2015 has an aim in this part of the contract which is to review, combine and unite the common and European law to provide a harmonized framework of statutory rights for consumers (Giliker, 2017).

Apart from that, there was some ambiguity and tension in the prior legislation as the Consumer Sales Directive, which was based on European law, used the hierarchical order of remedies approach, which differs from the common law remedies (Giliker, 2017). Therefore, CRA 2015 has reviewed and combined both laws in a structured manner to address this issue. As the world has evolved towards digitalization in our daily lives, digital content contracts are becoming increasingly significant as governments deal with more consumer and trade digital issues such as the rights to online films, music downloads, e-books, and any other online platform (MGN Ltd, 2015). The legislation requirement for goods that was stated in SOGA 1979 is also applied to the digital content which means that both goods and digital content are treated similarly which must be of satisfactory quality, fit the purpose and match the description provided (Emery, 2015).

A new three-tier remedy framework for goods has also been introduced which replaced the previous two-tier remedy structure in the Sale and Supply of Goods to Consumer

Regulations 2002 (SSGCRs) (Fieldfisher, 2015). This applies to traders who breach the Act's standards. The remedies include the right to reject in short term, the right to repair or replace, and the right to price reduction or the final right to reject (*Consumer Rights Act 2015*). On the other hand, a two-tier remedy system will apply if the traders breach the digital contract content (Fieldfisher, 2015). This includes the right to repair or replace and the right to price reduction (*Consumer Rights Act 2015*). In relation to service, it generally applies the provision of the SGSA 1982, but it also includes a new provision that makes traders contractually liable for whatever statements they make (Fieldfisher, 2015). Furthermore, if the traders violate any of the services, the government will apply the two-tier statutory remedy system (Fieldfisher, 2015). It is made up of repeat performance and price reduction (*Consumer Rights Act 2015*). In addition, CRA 2015 exclusively covers business to consumers contracts, unlike SGA 1979 and SGSA 1982 which cover all aspects (Giliker, 2017). As CRA 2015 only covers one path, the prior legislation is still in effect in the event of business-to-business and consumer-to-consumer disputes (*Consumer Rights Act 2015*).

On the other hand, Part 2 of CRA 2015 discusses contract provisions that are unfair (*Consumer Rights Act 2015*). CRA 2015 mainly merges, simplifies, and adopts the Unfair Contract Terms Act (UCTA) 1977 and Unfair Terms in Consumer Contracts Regulations (UTCCRs) 1999 into one UCT legislation that deals with consumer contracts (Giliker, 2017). For example, a fairness test is required to determine if an unfair situation exists, yet earlier legislation, such as the UCTA 1977 and UTCCRs 1999, both apply different styles in aiding the parties' terms (Torkar, 2015). Hence, CRA 2015 aids in the evaluation and adoption of previous legislation, resulting in one new law that is easier to apply by consumers and prevents or eliminates any anomalies and overlapping of provisions (Conway, 2022). As a result, inconsistency, and complexity among traders and consumers in relation to this issue could be reduced (*Consumer Rights Act 2015*).

In addition, in CRA 2015, numerous new UCTA regimes are introduced. Firstly, according to Section 61, Part 2 of the CRA 2015, the fairness test for enforcement of conditions applied to two categories: consumer contracts for traders and consumers, and consumer notices for traders and consumers (*Consumer Rights Act 2015*). This replaces the UTCCRs 1999 (Conway, 2022). However, if there is an unfair terms issue involving businesses, UCTA 1977 will still be in act and valid to be referred to (Giliker, 2017). Next, if the core terms are clear and prominent, they will be liable to be excluded from the fairness test (Conway, 2022). As the CRA 2015 is made in line with the UCTA 1977, which includes notices and terms, blacklist

some terms and notices, and covers both negotiated and non-negotiated terms, it, however, on the other hand, referred, adopt, and make adjustment of the grey list terms as provided in the UTCCRs 1999 (Fieldfisher, 2015). According to Schedule 2 of CRA 2015, there are three additional terms have been added to the grey list (Fieldfisher, 2015).

Furthermore, CRA 2015 is an act that provides clearer and simpler rights, remedies, obligations, and language compared to the previous legislation such as the SGA 1979, SGSA 1982, and UCTA 1977 (MGN Ltd, 2015, *Consumer Rights Act 2015*). The reason is that CRA 2015 have considered all different act and adopted relevant act related to consumers and traders into a single act (*Consumer Rights Act 2015*). Therefore, the government have prevented any overlapping information on similar things and has reviewed some act that needs to be improvised depending on the current situation (Giliker, 2017). Thus, the enforcement of the consumers' rights and remedies towards the traders will be uniform, as everyone will refer to the same legislation. Besides that, the legislation has been written in an easier language with less legal jargon, which might make the act difficult to understand (*Consumer Rights Act 2015*). This is because the act was written to help consumers to understand their rights against the traders, therefore, a simpler language is needed as they will need to go through by themselves the act to understand their rights and remedies if any problems arise. Hence, this could enable them to settle any dispute with the traders without the assistance of a lawyer or the intervention of the courts, while still complying with the law (Citizens Advice, 2015). As a result, less time and money are needed to resolve the dispute (Citizens Advice, 2015). Thus, both traders and consumers will have a better knowledge of how they should treat and be treated according to the legislation. Hence, the chance of risk and conflict rising between them could be minimized.

However, on the other hand, CRA 2015 have some flaws which this act only applies between consumer and traders (Giliker, 2017). Therefore, as few legislations have been merged into one in this act, other legislation must still be consulted to gain a complete grasp of consumer rights (Mann, 2017). For example, if the consumer wanted to know their rights and remedies among consumers themselves or business and businesses, they need to refer to the SGA 1979 and SGSA 1982. Hence, with that, they could gain deeper knowledge about their rights and could implement it better in daily life and will be able to fight more effectively to protect their right (Mann, 2017). To sum up, we could see that the pros of CRA 2015 outweigh its cons.

In conclusion, two parts of the CRA 2015 have been explained in this assignment. From all the research, we could see that the government has done its best to make the legislation as closed towards its aims as possible. Although there still a diversity of legislation exists, somehow the government manage to consolidate some of the similar legislation. This enables the consumers to enforce the remedies and obligations better with less confusion. Therefore, businesses and consumers must comprehend the Act and its consequences for our daily life. This is to ensure we do not fall on the wrong side or easily be scammed by the traders. Hence, we could be better, knowledgeable, and more confident consumers. Besides that, I would suggest that the government keep revising and proofing their Act every 5 or 10 years or as the time required, such as when the world is changing rapidly. This is to guarantee that the Act's remedies, rights, and grey list remain relevant for consumers and traders to use. Our world is continuously changing, especially towards digitalization, thus futureproofing enables the government to build a stronger economy as strong and relevant legislation is created. Better legislation would also result in better, more informed, and self-assured consumers.

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