

LEGAL MATTERS



CONSUMER RIGHTS ACT 2015

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In this month's legal matters we explain the introduction of the Consumer Rights Act 2015 that came into force on 1 October 2015.

THE Consumer Rights Act 2015 ("the Act") aims to consolidate existing legislation in the hope that the law in this area becomes more straightforward so that both businesses that supply goods and services to consumers and consumers themselves understand their rights, responsibilities and remedies.

The Act (amongst other things) governs what should happen in various situations involving consumers and businesses such as if goods or digital content are faulty or if services are not provided with reasonable care and skill.

All businesses which supply goods and/or services directly to consumers are affected by the Act and it is therefore vital that businesses and their employees understand the Act and its implications.

An overview of the changes

GOODS

A consumer's rights concerning goods are similar to previous legislation in that the goods should correspond with the description given, be of satisfactory quality and be fit for purpose.

The consumer's 14-day right to decide that they no longer want a product still applies under the Consumer Contracts Regulations 2013. This means that a consumer can cancel a contract within this time frame if they change their mind – even if there is no problem with the service.

However, the Act now provides consumers with the right to reject faulty goods within 30 days. The 30-day period begins after ownership or possession of the goods has been transferred to the consumer and consumers are also able to request that the trader repairs or replaces these faulty goods. In this instance the period of 30 days can be paused and, as a result, extended to account for the time taken to meet the request of replacement or repair.

By law, a consumer is entitled to request a repair or replacement after the 30-day short-term period and up to six months after purchase. A consumer who agrees to a repair however, cannot require a replacement and vice versa. If the repair or replacement takes place but the goods are still faulty, the consumer can then request a price reduction or refund.

Consumers cannot make a claim if:

- the work was carried out with reasonable care and skill;
- the defects in the goods provided was brought to the consumer's attention before the sale;
- the consumer is responsible for something that has gone wrong;
- faults appear due to general wear and tear.

SERVICES

The legislation concerning services again largely remains unchanged. Services

must still be carried out with reasonable skill and care, within a reasonable time frame and for a reasonable price. If the service does not meet the minimum statutory requirements, the consumer can demand: (a) a reduction in price if the service cannot be repeated; or (b) a repeat performance if the service is not carried out with reasonable care and skill.

For example, the business that provided the service must bring it into line with what was agreed with the consumer or, if this is not practical, they must give some money back. However, it is for the consumer to prove that the service did not meet their statutory rights.

The remedies under the Act do not include a right for the consumer to have someone else complete the service and then claim reimbursement from the initial trader.

When a consumer makes a complaint, the trader is under a legal duty to respond to the complaint as quickly as possible, and to make their best efforts to resolve the issue. The trader must respond to emails and letters of complaint and return phone calls in a timely manner.

It is highly important that you ensure you know your responsibilities as suppliers to consumers as otherwise you could face potential claims from consumers if you have not acted in accordance with the requirements under the Act.

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