

The Sale and Supply of Goods to Consumers Regulations 2002

In response to Directive 1999/44/EC

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Provide a minimum set of consumer rights on faulty goods

- Cross border protection by all member states
- Provides specific remedies
- apply to a range of transactions between businesses and consumers,
- including the sale and supply of goods, hire and hire-purchase

The following is an overview of the Regs.

What is a consumer?

people who are buying for purposes not related to their trade, business or profession.

When goods are faulty, a consumer can generally only obtain a legal remedy against the retailer

Consumers are entitled to:

- goods of satisfactory quality, taking account of any
- description, the price and other relevant circumstances.
- If an item has a fault that is present at the time of sale, the consumer can complain once it is discovered

Consumers have no legal remedy regarding:

- fair wear and tear
- misuse or accidental damage
- or
- if they decide they no longer want the item



Remedies

a full refund, if this is within reasonable time of the sale

"reasonable time" is not defined in law but is often quite short



reasonable amount of compensation (or "damages")

- Consumer can make a claim up to six years after discovery of problem
- Does not imply a life of 6 years in to products
- Merely legal time limit



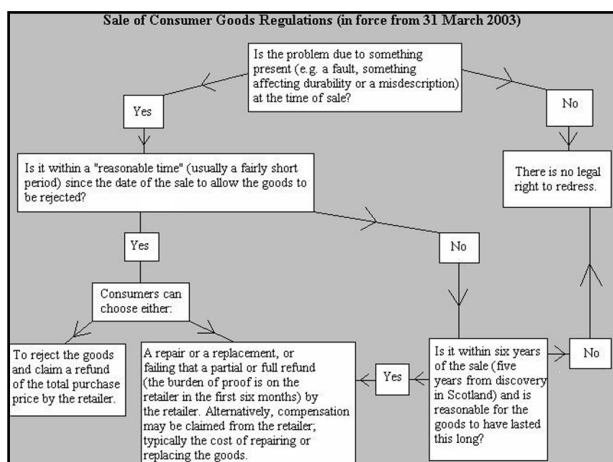
Alternately consumer can choose

- repair or replacement. Unless they are disproportionately costly to other remedy
- a partial or full refund, depending on what is reasonable in the circumstances. e.g. used goods where full refund is not reasonable

Proving fault

- Not necessary within first 6 months assumed to be a latent defect. If retailer disagrees it is for them to prove they were satisfactory at time of sale.





The following slides have specific detail and are from the amended Sale of Goods Act 1979

Section 48A

This section applies if—

- (a) the buyer deals as consumer or, in Scotland, there is a consumer contract in which the buyer is a consumer, and
- (b) the goods do not conform to the contract of sale at the time of delivery.

(2) If this section applies, the buyer has the right—

- (a) under and in accordance with section 48B below, to require the seller to repair or replace the goods, or
- (b) under and in accordance with section 48C below—

- (i) to require the seller to reduce the purchase price of the goods to the buyer by an appropriate amount,
- or
- (ii) to rescind the contract with regard to the goods in question.

(3) For the purposes of subsection (1)(b) above goods which do not conform to the contract of sale at any time within the period of six months starting with the date on which the goods were delivered to the buyer must be taken not to have so conformed at that date.

(4) Subsection (3) above does not apply if—

- (a) it is established that the goods did so conform at that date;
- (b) its application is incompatible with the nature of the goods or the nature of the lack of conformity.

48B Repair or replacement of the goods

(1) If section 48A above applies, the buyer may require the seller—

- (a) to repair the goods, or
- (b) to replace the goods.

(2) If the buyer requires the seller to repair or replace the goods, the seller must—

(a) repair or, as the case may be, replace the goods within a reasonable time but without causing significant inconvenience to the buyer;

(b) bear any necessary costs incurred in doing so (including in particular the cost of any labour, materials or postage).

(3) The buyer must not require the seller to repair or, as the case may be, replace the goods if that remedy is—

- (a) impossible, or
- (b) disproportionate in comparison to the other of those remedies, or
- (c) disproportionate in comparison to an appropriate reduction in the purchase price under paragraph (a), or rescission under paragraph (b), of section 48C(1) below.

(4) One remedy is disproportionate in comparison to the other if the one imposes costs on the seller which, in comparison to those imposed on him by the other, are unreasonable, taking into account—

- (a) the value which the goods would have if they conformed to the contract of sale,
- (b) the significance of the lack of conformity, and
- (c) whether the other remedy could be effected without significant inconvenience to the buyer.

(5) Any question as to what is a reasonable time or significant inconvenience is to be determined by reference to—

- (a) the nature of the goods, and
- (b) the purpose for which the goods were acquired.

48C Reduction of purchase price or rescission of contract

(1) If section 48A above applies, the buyer may—

- (a) require the seller to reduce the purchase price of the goods in question to the buyer by an appropriate amount, or
- (b) rescind the contract with regard to those goods, if the condition in subsection (2) below is satisfied.

(2) The condition is that—

(a) by virtue of section 48B(3) above the buyer may require neither repair nor replacement of the goods;

or

(b) the buyer has required the seller to repair or replace the goods, but the seller is in breach of the requirement of section 48B(2)(a) above to do so within a reasonable time and without significant inconvenience to the buyer.

(3) For the purposes of this Part, if the buyer rescinds the contract, any reimbursement to the buyer may be reduced to take account of the use he has had of the goods since they were delivered to him.

48D Relation to other remedies etc.

(1) If the buyer requires the seller to repair or replace the goods the buyer must not act under subsection (2) until he has given the seller a reasonable time in which to repair or replace (as the case may be) the goods.

(2) The buyer acts under this subsection if—

(a) in England and Wales or Northern Ireland he rejects the goods and terminates the contract for breach of condition;

(b) in Scotland he rejects any goods delivered under the contract and treats it as repudiated;

(c) he requires the goods to be replaced or repaired (as the case may be).