**The Consumer Rights Act 2015**

The Consumer Rights Act 2015 became law on 1 October 2015, replacing three major pieces of consumer legislation - the Sale of Goods Act, Unfair Terms in Consumer Contracts Regulations, and the Supply of Goods and Services Act. It was introduced to simplify, strengthen and modernise the law, giving you clearer shopping rights.

**Product quality**

Under the Consumer Rights Act all products must be of satisfactory quality, fit for purpose and as described. The rules also include digital content in this definition. So all products - whether physical or digital - must meet the following standards:

* **Satisfactory quality** - Goods shouldn't be faulty or damaged when you receive them. You should ask what a reasonable person would consider satisfactory for the goods in question. For example, bargain-bucket products won’t be held to as high standards as luxury goods.
* **Fit for purpose** - The goods should be fit for the purpose they are supplied for, as well as any specific purpose you made known to the retailer before you agreed to buy the goods.
* **As described** - The goods supplied must match any description given to you, or any models or samples shown to you at the time of purchase.

If what you’ve bought doesn’t satisfy any one of the three criteria outlined above, you have a claim under the Consumer Rights Act. If you want to make a claim under the Consumer Rights Act, you have several possible ways of resolving your issue, depending on the circumstances and on how you want the retailer to remedy the situation.

**Your rights under the Consumer Rights Act are against the retailer** – the company that sold you the product – not the manufacturer, so you must take any claim to the retailer. What you can claim depends on how much time has passed since you physically took ownership of the goods.

Your rights are in the first 30 days and beyond. Your 30-day right to reject starts from the date you take ownership of the goods. For example, if you purchased your goods in store and then took them away with you, your 30-day right to reject would start from that day. But, if you ordered in store to have your goods delivered later or if you purchased your goods online, your 30-day right to reject would not start until your goods are delivered to you.

**How long do you have to return a faulty product?**

Under the Consumer Rights Act you have a legal right to reject goods that are of unsatisfactory quality, unfit for purpose or not as described, and get a full refund - as long as you do this quickly. This right is limited to 30 days from the date you take ownership of your product. After 30 days, you will not be legally entitled to a full refund if your item develops a fault, although some sellers may offer you an extended refund period. The 30-day period is shorter for perishable goods, and will be determined by how long it is reasonable to have expected the goods to last. For example, milk would be expected to last until its use-by date, as long as it’s stored correctly.

**Repair or replace**

If you are outside the 30-day right to reject, you have to give the retailer one opportunity to repair or replace any goods or digital content which are of unsatisfactory quality, unfit for purpose or not as described. You can state your preference, but the retailer can normally choose whichever would be cheapest or easier for it to do. If the attempt at a repair or replacement is unsuccessful, you can then claim a refund or a price reduction if you wish to keep the product.

**You're entitled to a full or partial refund instead of a repair or replacement if any of the following are true:**

* the cost of the repair or replacement is disproportionate to the value of the goods or digital content
* a repair or replacement is impossible
* a repair or replacement would cause you significant inconvenience
* the repair would take an unreasonably long amount of time.

If a repair or replacement is not possible, or the attempt at repair fails, or the first replacement also turns out to be defective, you have a further right to receive a refund of up to 100% of the price you paid, or to reject the goods for a full refund.

If you don't want a refund and still want your product repaired or replaced, you have the right to request that the retailer makes further attempts at a repair or replacement.

**The first six months**

If you discover the fault within the first six months of having the product, it is presumed to have been there since the time you took ownership of it - unless the retailer can prove otherwise. During this time, it's up to the retailer to prove that the fault wasn't there when you bought it - it's not up to you to prove that it was.

If an attempt at repair or replacement has failed, you have the right to reject the goods for a full refund, or price reduction if you wish to keep the product.

The retailer can't make any deductions from your refund in the first six months following an unsuccessful attempt at repair or replacement.

If you'd prefer to keep the goods in question, you can request an appropriate price reduction.

**Delivery rights**

The retailer is responsible for goods until they are in your physical possession, or in the possession of someone appointed by you to accept them. This means that retailers are liable for the service provided by the couriers they employ - the delivery firm is not liable. The retailer is responsible for the goods until they are delivered to you and in your possession, so you should complain to the retailer first if your online order hasn't arrived.

**Late deliveries**

There is a default delivery period of 30 days, during which the retailer needs to deliver unless a longer period has been agreed. If the retailer fails to deliver within the 30 days, or on the date that has been agreed, you can do the following:

If your delivery is later than agreed and it was essential that it was delivered on time, then you have the right to terminate the purchase and get a full refund

If the delivery isn’t time-essential but another reasonable delivery time can’t be agreed, you’re also within your right to cancel the order for a full refund.

**Consumer Protection Act 1987**

The Consumer Protection Act 1987 gives you the right to claim compensation against the producer of a defective product if it has caused damage, death or personal injury.

What damage can I claim for?

According to Section 2(1) of the Consumer Protection Act, damage is established when there has been ‘any damage’.

In practice, this means that anyone who suffers damage as a result of the defect is entitled to claim and not just whoever bought the product.

Who is the producer?

Under the Consumer Protection Act you need to bring your claim against the ‘producer of the product’.

The producer of the product is considered to mean:

* Any person or company who, by putting their name on the product or using a trade mark or other distinguishing mark, has held themselves up to be the producer of the product
* Any person or company who has imported the product into the European Union (EU) from a place outside the EU in order to sell it on
* As such there can be several different defendants you can claim against and it's up to you whether you make a claim against one individually or pursue a claim against all of them.

But you'll only be entitled to a single compensation award from a single defendant - not from all of them.

Own brands are a good example to illustrate the different parties you can claim against.

These products will often carry a mark of a brand as well as indicating that they were specifically produced for the supermarket in question.

According to the Consumer Protection Act, you are entitled to make a claim for damages against both the supermarket and producer.

And if the product was made outside the EU, you can also claim against the company that originally imported it into the EU.

**Consumer Contracts Regulations**

The Consumer Contracts Regulations - which came into force on 13 June 2014 and implement the Consumer Rights Directive - give you rights when shopping online, so you’re covered if things go wrong.

What are my rights under the Consumer Contracts Regulations?

* Your right to cancel an order for goods made at a distance starts from the moment you place your order and ends 14 days from the day you receive your goods
* Your right to cancel a service made at a distance starts the moment you enter into the contract and lasts 14 days
* If you want to download digital content within the 14 day cancellation period you must agree to waive your cancellation rights
* Companies are not allowed to charge you for items they put in your online shopping basket or that you have bought as a result of a pre-ticked box

**Cancelling goods and services**

The Consumer Contracts Regulations also give you key cancellation rights when you enter into contracts at a distance over the phone, online, from a catalogue or face-to-face with someone who has visited your home, for instance.

These cancellation rights are more generous than if you bought goods or services from a high street shop. For details on your rights when you buy from a high street shop, read our guide to the Consumer Rights Act.

**Your right to cancel**

Your right to cancel an order for goods starts the moment you place your order and ends 14 days from the day you receive your goods.

If your order consists of multiple goods, the 14 day period runs from when you get the last of the batch.

This 14 day period is the time you have to decide whether to cancel, you then have a further 14 days to actually send the goods back.

**Your right to a refund**

You should get a refund within 14 days of either the trader getting the goods back, or you providing evidence of having returned the goods (for example, a proof of postage receipt from the post office), whichever is the sooner.

A deduction can be made if the value of the goods has been reduced as a result of you handling the goods more than was necessary.

The extent to which you can handle the goods is the same as it would be if you were assessing them in a shop.

**Refunding the cost of delivery**

The trader has to refund the basic delivery cost of getting the goods to you in the first place, so if you opted for enhanced service eg guaranteed next day, it only has to refund the basic cost.

**Exemptions**

There are some circumstances where the Consumer Contracts Regulations won’t give you a right to cancel.

These include, CDs, DVDs or software if you've broken the seal on the wrapping, perishable items and tailor-made or personalised items. They also include goods with a seal for health protection and hygiene reasons that's been broken.

Also included are goods that have been mixed inseparably with other items after delivery.

**General Data Protection Regulation (GDPR)**

GDPR is in UK law as the Data Protection Act 2018. It governs your personal data rights, including the way companies handle your data and the compensation you can claim for misuse of your data.

**What is GDPR and how does it affect you?**

The General Data Protection Regulation (GDPR) is a set of EU-wide data protection rules that have been brought into UK law as the Data Protection Act 2018.

**Collecting your personal data**

When you buy goods and services, or sometimes even just visit a website, the organisations you deal with may collect information and data about you. This might include your name, address, and date of birth. This type of data, which is capable of identifying a living individual, is called 'personal data'. Organisations may even include things like the school you went to, the job you do, details about your partner or family or the sorts of things you view or buy online.

Like it or not, many organisations, including councils, hospitals, travel companies, banks and supermarkets hold data about you. The GDPR adds in a new range of personal identifiers, reflecting changes in technology and the way companies gather data today. Online identifiers, such as your IP address, are now included within the definition of personal data.

**Your consent will need to be positive**

The regulation means pre-ticked consent boxes should be a thing of the past.

Under GDPR rules it is up to you to make a positive choice to agree to further direct marketing communications by email, such as ticking a box or agreeing over the phone.

Withdrawing your consent should be as easy as giving it. Companies should make it easy for you to do so, for example by providing an unsubscribe link at the bottom of their marketing emails.

In some cases it organisations can continue to contact you - the Privacy in Electronic Communications Regulations (PECR) allows organisations to contact you by email for marketing purposes as long as the email is sent by the same legal entity and about the same or similar products or services.

Or, if you have positively consented to be contacted for marketing, that marketing activity can continue. If you want companies to stop using your data, make a request to an organisation to stop processing your data for the purposes of direct marketing.

**Six legitimate reason to process your data**

At least one of the following lawful bases set out in Article 6 of GDPR must apply whenever an organisation processes your personal data:

* Consent clear consent to process personal data for a specific purpose.
* Contract the processing is necessary for the completion of a contract between the organisation and the individual.
* Legal obligation the processing is necessary to comply with the law.
* Vital interests the processing is necessary to protect someone’s life.
* Public task the processing is necessary to perform a task in the public interest or an official function with a clear basis in law.
* Legitimate interests the processing is necessary for the organisations legitimate interests or those of a third party unless there is a good reason to protect the individual’s personal data.

**It must be clear what you’re signing up to**

Companies should make it clear what you are signing up for or opting in to, using plain language that’s easy to understand. The purpose of collecting your personal data (for example, for marketing) must also be made clear to you at the point you make the choice. Importantly, your positive opt-in shouldn’t later be misused to contact you for anything you didn’t sign up to.

**Equality Act 2010**

**Overview**

The Equality Act 2010 legally protects people from discrimination in the workplace and in wider society. It replaced previous anti-discrimination laws with a single Act, making the law easier to understand and strengthening protection in some situations. It sets out the different ways in which it’s unlawful to treat someone.

**Discrimination: making a complaint**

Before the Act came into force there were several pieces of legislation to cover discrimination, including:

* Sex Discrimination Act 1975
* Race Relations Act 1976
* Disability Discrimination Act 1995

**Provisions relating to disability**

* extending protection against indirect discrimination to disability
* introducing the concept of “discrimination arising from disability” to replace protection under previous legislation lost as a result of a legal judgment
* applying the detriment model to victimisation protection (aligning with the approach in employment law)
* harmonising the thresholds for the duty to make reasonable adjustments for disabled people
* extending protection against harassment of employees by third parties to all protected characteristics
* making it more difficult for disabled people to be unfairly screened out when applying for jobs, by restricting the circumstances in which employers can ask job applicants questions about disability or health

**Provisions relating to work**

* allowing claims for direct gender pay discrimination where there is no actual comparator
* making pay secrecy clauses unenforceable
* extending protection in private clubs to sex, religion or belief, pregnancy and maternity, and gender reassignment
* introducing new powers for employment tribunals to make recommendations which benefit the wider workforce

**Age discrimination**

The Equality Act 2010 includes provisions that ban age discrimination against adults in the provision of services and public functions. The ban came into force on 1 October 2012 and it is now unlawful to discriminate on the basis of age unless:

* the practice is covered by an exception from the ban
* good reason can be shown for the differential treatment (‘objective justification’)

The ban on age discrimination is designed to ensure that the new law prohibits only harmful treatment that results in genuinely unfair discrimination because of age. It does not outlaw the many instances of different treatment that are justifiable or beneficial.

**The Health and Safety at Work Act 1974 (HASAWA)**

[**https://worksmart.org.uk/health-advice/health-and-safety/employer-duties/what-health-and-safety-work-act**](https://worksmart.org.uk/health-advice/health-and-safety/employer-duties/what-health-and-safety-work-act)

This Act lays down wide-ranging duties on employers. Employers must protect the 'health, safety and welfare' at work of all their employees, as well as others on their premises, including temps, casual workers, the self-employed, clients, visitors and the general public.

However, these duties are qualified with the words 'so far as is reasonably practicable'. This means that employers can argue that the costs of a particular safety measure are not justified by the reduction in risk that the measure would produce. But it does not mean they can avoid their responsibilities simply by claiming that they cannot afford improvements.

HASAWA allows the government to issue regulations, guidance and Approved Codes of Practice (ACOPs) for employers. These set out detailed responsibilities for your employer in every aspect of workplace health and safety, from working safely with computers, to stress and hazardous chemicals.

Your employer's duty under the Health and Safety at Work Act1974 (HASAWA) is to provide you with a safe and healthy workplace, and this includes:

* a safe system of work;
* a safe place of work;
* safe equipment, plant and machinery;
* safe and competent people working alongside you, because employers are also liable for the actions of their staff and managers;
* carrying out risk assessments as set out in regulations, and taking steps to eliminate or control these risks;
* informing workers fully about all potential hazards associated with any work process, chemical substance or activity, including providing instruction, training and supervision;
* appointing a 'competent person' responsible for health and safety (competent persons, such as a head of health and safety, oversee day-to-day safety management, oversee safety inspections, and liaise with staff safety reps);
* consulting with workplace safety representatives (if a union is recognised, your employer must set up and attend a workplace safety committee if two or more safety reps request one); and
* providing adequate facilities for staff welfare at work.
* Fire safety in the workplace
* Recruitment and disabled people
* Smoking at work: the law
* Suspensions from work for medical reasons
* Workplace temperatures