businesscompanion
trading standards law explained

Selling and supplying goods

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In this guide, the words 'must' or 'must not' are used where there is a legal requirement to do (or not do) something. The word 'should' is used where there is established legal guidance or best practice that is likely to help you avoid breaking the law.

This guidance is for Scotland

Part 1, Chapter 4 of the Consumer Rights Act 2015 (CRA) sets out rules relating to the supply of goods to consumers. A single set of rules applies to all contracts where goods are supplied, whether by way of sale, hire, hire-purchase or work / materials contracts. The CRA also governs the supply of services and digital content.

A legal contract for the sale or supply of goods exists between the trader and the consumer. This means that the trader (not the manufacturer) is responsible for the goods that they supply.

This is a guide to the rights and obligations that arise when a trader supplies goods to a consumer. It answers questions that are commonly raised by traders about their obligations towards the individual consumer.

Contract law

To better understand the key definitions, it is useful to have at least a basic understanding of contract law. It is therefore suggested that you read 'Consumer contracts: general' before continuing to read this guide.

What is a trader?

If you are a person acting for purposes relating to your trade, business, craft or profession then you are a 'trader'.

A 'person' can mean more than one individual - for example, if your business is a partnership of two or more people. A person can also be a company, a charity (or other not-for-profit organisation), a Government department, a local authority or a public authority.

If you are a trader that allows another person to act in your name or on your behalf you would still be responsible for those contracts - for example, if you employ people to make contracts for selling cars to your customers or you subcontract with someone else to supply labour when building a wall.

What is a consumer?

For the purposes of this guide, a 'consumer' is an individual who, in their dealings with a trader, is acting for purposes wholly or mainly outside their trade, business, craft or profession. Where a consumer presents themselves as a business (for example, by buying goods for personal use from a trade outlet on a trade account) the law does not consider them to be a consumer.

Also, an individual is considered to be a consumer only in some respects when buying second-hand goods at a public auction where individuals can attend in person.

If the trader claims that the buyer is not a consumer and that the buyer's rights are therefore limited, it is for the trader to prove this.

What the consumer can expect (statutory rights)

Under the CRA, certain standards apply to every transaction for the sale and supply of goods (including hire purchase, hire, part exchange and contracts for work and materials).

The person transferring or selling the goods must have the right to do so and the goods must:

- **Be of a satisfactory quality.** Goods must be of a standard that a reasonable person would regard as satisfactory. In assessing quality, all relevant circumstances must be considered, including price, description and your or the manufacturer's advertising. Quality is a general term, which covers a number of matters, including:
    - Fitness for all the purposes for which goods of that kind are usually supplied
    - Appearance and finish
    - Freedom from minor defects
    - Safety
    - Durability
- **Be fit for a particular purpose.** When a consumer indicates that goods are required for a particular purpose, or where it is obvious that goods are intended for a particular purpose and a trader supplies them to meet that requirement, the goods should be fit for that specified purpose
- **Match the description, sample or model.** When a consumer relies on a description, sample or display model the goods supplied must conform to it. If the goods do not conform, an offence may have been committed
- **Be installed correctly,** where installation has been agreed as part of the contract

Any digital content supplied with the goods must also be of satisfactory quality, fit for a particular purpose and as described. For more information see 'Digital content'.

Remedy for breach

The short-term right to reject

If, when they are supplied, the goods do not meet the requirements above, there is a short period during which the consumer is entitled to reject them. This short-term right to reject goods lasts for 30 days unless the expected life of the goods is shorter, as with highly perishable goods.

Exactly when the 30-day period begins depends on the type of contract. For general sales (goods bought from a shop, for example), it starts on the day after the consumer has ownership of the goods. In the case of distance sales (goods bought online etc), it starts on the day after the goods have been delivered. For hire, hire-purchase and conditional sale*, it starts on the day after the consumer has possession of the goods.

[*A 'conditional sale' is where the purchase is financed by a third party and the buyer does not get ownership until a condition is met. The condition is usually the payment of the final instalment. It is similar to a hire purchase agreement.]

In addition, if the trader has agreed to do anything else to the goods (for example, to install them), the 30-day period does not start running until this is done. However, the short-term right to reject does not apply if the only breach is that the goods have been installed incorrectly.

If the consumer asks for or agrees to a repair or replacement during this initial 30-day period, the period is paused so that the consumer has the remainder of the 30-day period or seven days (whichever is longer) to check whether the repair or replacement has been successful and to decide whether to reject the goods.

When a consumer rejects goods they can claim a refund (which can include the return of items handed over in exchange or part-exchange). This would be a full refund or, in the case of hire, a refund for any part of the hire that was paid for but not supplied. They are also released from all their outstanding obligations

under the contract - for example, the outstanding instalments in a contract of hire purchase. A refund must be given without undue delay and in any event within 14 days of the trader agreeing that the consumer is entitled to a refund. In some cases (for example, where the exchanged goods have already been sold on) a refund cannot be claimed under the CRA, but the consumer would be entitled to claim damages (monetary compensation) for any losses incurred.

The trader is responsible for the reasonable cost of returning the goods except where the consumer is returning them to the place where they took possession of them - for example, the retail shop where they bought them. However, the consumer is not required to return the goods to this place unless this was agreed from the outset as part of the contract. Even if the consumer returns goods to the shop, they may in some circumstances be able to claim some or all of that cost from the trader - for example, where a motor vehicle breaks down and the consumer has to pay for a recovery service to return it.

Note: when the consumer exercises the short-term right to reject goods, the 'reverse burden of proof' (see below) does not apply, and they must prove that the defect was there at the time of delivery; in practice, it is usually clear whether the goods are in their original condition or have been damaged in some way by the consumer.

Repair or replacement

When there is a breach of contract, but the consumer has lost or chooses not to exercise their right to reject goods, they will be entitled in the first instance to claim a repair or replacement.

Where a repair or replacement is claimed, the trader must do this at no cost to the consumer, within a reasonable time and without causing significant inconvenience.

The consumer cannot choose one of these remedies above the other if the chosen remedy is either impossible or disproportionate as compared to the other remedy. Also, once the consumer has chosen a remedy, they must give the trader a reasonable time to provide that remedy.

The remedies fail if, after just one attempt at repair or replacement, the goods still do not meet the necessary requirements. The consumer does not have to give the trader multiple opportunities to repair or replace, although they can do so if they wish. The remedies also fail if they are not provided within a reasonable time and without causing significant inconvenience to the consumer.

In either case, where repair or replacement fail the consumer is entitled to further repairs or replacements, or they can claim a price reduction or the right to reject. The same rule applies if both repair and replacement are impossible or disproportionate from the outset.

Price reduction and the final right to reject

If repair or replacement is not available or is unsuccessful, or is not provided within a reasonable time and without significant inconvenience to the consumer, then the consumer can claim a price reduction or reject the goods.

Where repair or replacement fail, are not available, or were not provided within a reasonable time and without causing significant inconvenience to the consumer, the consumer chooses whether to keep the goods or return them. If they keep the goods, then their claim will be for a reduction in price; if they return them, they are rejecting them.

A price reduction must be an appropriate amount, which will depend on all the circumstances of the claim. It can be any amount up to the whole price.

If the consumer rejects the goods, they are entitled to a refund. This refund may be reduced to take account of any use the consumer has had from the goods. However, no deduction can be made for the consumer having the goods simply because the trader has delayed in collecting them. Nor can a deduction be made where goods are rejected within six months of supply, except where the goods are a motor vehicle.

Additional compensation

Whatever remedy the consumer chooses or ends up with, they may also be able to claim compensation for losses that have been incurred. These losses might include the cost of any property damage caused by the goods, compensation for personal injury and compensation for the additional cost of buying equivalent goods if they are more expensive elsewhere.

The burden of proof

If the consumer chooses repair, replacement, price reduction or the final right to reject, and if the defect is discovered within six months of delivery, it is assumed that the fault was there at the time of delivery unless the trader can prove otherwise, or unless this assumption is inconsistent with the circumstances - for example, obvious signs of misuse. This rule is often known as the 'reverse burden of proof', as it reverses the normal rule that a person making a claim has to prove each aspect of that claim.

If more than six months have passed, the consumer has to prove that the defect was there at the time of delivery. Some defects do not become apparent until some time after delivery, and in these cases it is enough to prove that there was an underlying or hidden defect at that time.

Exceptions: when the consumer cannot make a claim

A consumer cannot claim for defects that are brought to their attention before the sale or if they examine the goods before purchase and any defects should have been obvious.

A consumer cannot claim for damage they cause or if they simply change their mind about wanting the goods.

Neither can a consumer claim if they chose the product themselves for a purpose that is neither obvious nor made known to the trader, and they then find that the item is simply unsuitable for that purpose. For example, if a consumer buys a hedge trimmer and breaks it attempting to cut down a tree, they cannot make a claim unless the trader told them it would be suitable for tree-felling.

A consumer has no rights to claim for faults that appear as a result of fair wear and tear.

Dealing with complaints

Traders are under a legal duty to respond to consumer complaints as quickly as possible and to make their best efforts to resolve those complaints. This means that traders must respond to emails and letters of

complaint and that they must return phone calls. Where a complaint appears to be valid, the trader should put things right promptly. If the trader disputes liability, they should give a clear explanation of their reasons.

If a trader has exhausted their own complaints procedure in dealing with a complaint and the complaint remains unresolved, the trader must inform consumers if there is an 'alternative dispute resolution' or other arrangement available to them (whether that is a legal requirement, through membership of a trade association, or simply voluntary). For more information, please see 'Alternative dispute resolution' in Business Companion's Business in Focus section.

Time limits for court action

Consumers can expect goods not to fail prematurely, even if the reasonable life expectancy of those goods is several years. However, there is a time limit that eventually prevents consumers from making a claim through the courts.

A consumer can bring a claim to court within five years of discovering a fault; however, no claim can be taken to court after ten years from the date of purchase.

This does not mean all goods have to last this length of time, but this is the time limit that the law gives a consumer to take legal action.

Unfair contract terms

The CRA covers the use of unfair terms in consumer contracts. For more information please see 'Unfair contract terms'.

In addition, any attempt to mislead the consumer about their rights is an offence under Part 4, Chapter 1 of the Digital Markets, Competition and Consumers Act 2024 (DMCCA). See 'Protection from unfair trading (criminal law)' for more information about the DMCCA, which covers traders' duties towards consumers in general.

Other rules affecting consumer contracts

Where you sell (online, from a shop, etc)

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 provide consumers with a 14-day cooling-off period for most 'distance contracts' (those made via the internet etc) and 'off-premises contracts' (those made, for example, in a consumer's home).

They also require certain information to be given to consumers, both for distance and off-premises contracts, and where consumers make an agreement on a trader's business premises. Traders cannot make hidden charges, and additional charges can only be made with the consumer's express agreement.

If the trader arranges for goods to be delivered to a consumer, the goods remain at the trader's risk until delivery. Therefore, it is the trader's responsibility to ensure that goods are not lost or damaged in transit and/or to take out appropriate insurance.

For more information, please see:

- 'Consumer contracts: distance sales'
- 'Consumer contracts: off-premises sales'
- 'Consumer contracts: on-premises sales'

Misrepresentation

A misrepresentation is a false statement of fact made by a person or their agent that induces someone else to make a contract with them.

The party that has relied on the misrepresentation will be entitled to a remedy that may include rescission (which means unwinding or cancelling the contract), refund and/or compensation.

Consumers' rights of redress

The Consumer Protection from Unfair Trading Regulations 2008 (known as the CPRs) provide an additional and alternative right of redress for consumers. Where a trader has used misleading or aggressive selling practices, the consumer may be entitled to claim compensation and/or a reduction in price or to cancel the contract completely.

For the time being, consumers' rights of redress are still covered by the CPRs; at some point in the future, they will be covered by the DMCCA. Information on these rights can be found in 'Protection from unfair trading (consumers' rights of redress)'.

Compensation

Part 1 of the Consumer Protection Act 1987 allows a person to claim compensation if they are injured by a defective product. Depending on the circumstances a claim might be made against anyone in the supply chain from manufacturer / importer to retailer.

Compensation can also be claimed under this Act for damage to personal property (but not damage to business property).

For more information, see 'Unsafe goods: liability'.

The trader's identity

The consumer needs to know, or be able to find out, who they are dealing with. A trader's identity and address must be displayed at their place of business, on key business documents and on websites. This information must also be made available to consumers before a contract is made and whenever a consumer requests it. See 'Company and business names' for more information.

If a trader fails to disclose that they are a limited company and there is then a breach of contract, the consumer may be able to claim against the directors of the business as individuals. If a trader fails to

disclose that they are acting as an agent for someone else, then the consumer may be able to make any claim directly against that trader.

Common questions

Q. A consumer doesn't produce a receipt; does the trader have to do anything even if the goods are faulty?
A. There is no legal requirement for the consumer to provide or produce a receipt. If the trader does not remember the consumer buying the item they can ask the consumer to provide proof of purchase. This can be a credit card voucher or cheque stub or anything that indicates when and where the item was bought.

Q. The manufacturer offers a guarantee; can the trader refer the consumer straight to that manufacturer?
A. The consumer's statutory rights are with the trader that sold the goods to them and the guarantee offered by the manufacturer is in addition to such rights. A consumer can choose whether to pursue the trader or the manufacturer and neither may refuse the consumer their rights and direct them to the other. However, the trader may in turn have rights against their supplier.

Q. If a trader sells sale goods or seconds, surely the consumer doesn't have the same rights against the trader as they would if new or perfect goods had been purchased?
A. The same rights apply whether the goods are in the sale or sold as seconds. However, when assessing the level of quality that is satisfactory, considerations such as price, age and easily identifiable defects would be taken into account.

Q. Someone asks a trader for a quotation; how is this different to an estimate?
A. A quotation is normally a fixed price whilst an estimate is generally a rough guess of what the goods would cost.

Q. Can a trader put a notice in their shop stating that refunds are not given in any circumstances?
A. It is illegal to try to exclude a consumer's statutory rights, so a 'no refunds' notice is not permitted. A trader may wish to go beyond what the law requires and offer an exchange or refund policy for consumers who change their mind. A trader can display a notice giving details of such a policy, but it is recommended that the trader seeks advice on the wording of the notice from their local Trading Standards service. See 'Writing a returns policy'.

Q. A consumer rings a trader to say that the TV they bought in that trader's shop during the previous week is defective, and they demand that the trader collects it from them. Can the trader insist that the consumer returns it?
A. A consumer contract can require the consumer to return rejected goods. The trader has to bear the reasonable cost of return other than the consumer's costs of returning to the place where they took delivery. So, if the consumer collected the TV from the shop and the contract says they have to bring it back if they reject it, the trader can insist that they return it. If the contract says nothing about returning goods, then they need only make it available for the trader to collect (but if they choose to take it back themselves, they cannot claim the cost back from the trader).

Q. A trader gives a consumer a credit note, but they cannot find anything they want. Does the trader have to then offer a refund and for how long should the credit note run? Can a trader offer a credit note instead of a refund?
A. In the first instance, if a consumer returns goods that do not conform to the contract, the trader cannot require the consumer to accept a credit note. The consumer can insist on a refund by the initial method of payment or as cash (or its equivalent). Similarly, if the trader has a goodwill returns policy that promises a refund if the consumer changes their mind, the consumer can expect the trader to honour this promise. If

a consumer has been misled or pressured into accepting a credit note when they do not have to do so, they can still require the trader to replace it with cash or the original method of payment. In contrast, where the consumer has no legal right to a refund or makes an informed choice not to exercise this right, the trader can offer a credit note. The trader can then determine an expiry date if they inform the consumer of this time period at the time of issue.

Q. A consumer insists on a replacement, but the item is no longer manufactured and there are none in stock.
A. A trader can offer the consumer a repair, a reduction in the price or allow the consumer to reject the goods. A repair will only be acceptable if this does not cause the consumer significant inconvenience.

Q. A trader cannot ascertain whether an item is faulty or whether it has failed due to misuse. What should they do?
A. If a consumer wishes to exercise the short-term right to reject the goods, it is for them to prove that the fault is not due to misuse. If a consumer claims a repair or replacement (or, if these fail, a price reduction or rejection) within six months of delivery, it is for the trader to prove misuse. After six months, the onus falls back on to the consumer. In any case, if the trader cannot agree on the cause of the fault, the trader may wish to obtain a second opinion - for example, from the manufacturer or an independent expert. Where an independent expert is to be used the consumer and trader should ideally both agree to this in writing.

Q.A consumer states a specific date for delivery of goods and the trader fails to deliver them on time; does the consumer have the right to cancel the contract?
A. Yes; if the consumer has made it clear that delivery within the agreed time was essential, or if this is clear from the circumstances of the contract (for example, flowers ordered for a wedding) and the trader has failed to comply, the consumer can treat this as breach of contract and cancel the contract.

Consumer rights summary

To help businesses and consumers understand their rights and responsibilities, the Government worked closely with business and consumer groups to develop a plain English summary of the key elements of the CRA. This 'consumer rights summary' is not intended to be a comprehensive guide to consumer rights, but rather a general overview of the key consumer rights, focusing on the most common issues.

There is no legal requirement for you to display this information, but it could help you make things clearer for your customers and staff. The design of the information sheet is a basic layout, and you may want to tailor it according to your business needs - for example, by offering a returns policy that builds on the statutory requirements, or adding examples from your own business (perhaps replacing the word 'goods' with something that you sell). The words are legally correct and outline your customers' rights, so we suggest tailoring and adding to these words, rather than deleting or altering the wording provided.

The summary is attached below in both PDF and Word formats, the latter to enable you to create your own version more easily:

- Consumer rights summary: goods (PDF)
- Consumer rights summary: goods (Word)

Supplying services

If your business also supplies services, please see 'Supplying services'.

Digital content

The CRA also covers contracts between a trader and a consumer in relation to digital content, as distinct from goods and services. Please see 'Digital content' for more information.

Selling goods together with services / digital content: mixed contracts

In many cases, an agreement between a consumer and a trader won't be for just goods but may also contain services and/or digital content. The CRA sets out how the different elements work together. Please see 'Mixed contracts' for more information.

Further information

The Department for Business, Innovation and Skills (another predecessor of the Department for Business and Trade) produced detailed guidance to help businesses understand the implications of the CRA: *Consumer Rights Act: Goods - Guidance for Business*.

Trading Standards

For more information on the work of Trading Standards services and the possible consequences of not abiding by the law, please see 'Trading Standards: powers, enforcement and penalties'.

In this update

New section: 'Dealing with complaints'.

Last reviewed / updated: June 2026

Key legislation

- Consumer Protection Act 1987
- Consumer Protection from Unfair Trading Regulations 2008
- Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
- Consumer Protection (Amendment) Regulations 2014
- Consumer Rights Act 2015:
    - Part 1, Chapter 2
- Digital Markets, Competition and Consumers Act 2024:
    - Part 4, Chapter 1

Please note

This information is intended for guidance; only the courts can give an authoritative interpretation of the law.

The guide's 'Key legislation' links go to the legislation.gov.uk website. The site usually updates the

legislation to include any amendments made to it. However, this is not always the case. Information on all changes made to legislation can be found by following the above links and clicking on the 'More Resources' tab.

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