

Group Challenge 1



Trading Standards Consumer Rights Act 2015 – Group Challenge 1

Apply the supply of goods remedies to the following scenarios. Consider this from a practical as well as a legal viewpoint. Would this be different under the existing sale of goods law?

Scenario	Sale of Goods Act 1979	Consumer Rights Act 2015
<p>1. A consumer buys a pair of trousers, which have a problem with the fly zip that has jammed the day after purchase. List some of the potential remedies available</p>		
<p>2. A consumer buys a new car, which has a serious gearbox failure after four week's use. List some potential remedies</p>		
<p>3. A consumer buys a washing machine, which breaks down after thirteen months. List some potential remedies</p>		

Trading Standards Consumer Rights Act 2015 – Group Challenge 1 Answers

Apply the supply of goods remedies to the following scenarios. Consider this from a practical as well as a legal viewpoint. Would this be different under the existing sale of goods law?

Scenario	Sale of Goods Act 1979	Consumer Rights Act 2015
1. A consumer buys a pair of trousers, which have a problem with the fly zip that has jammed the day after purchase.	Full refund if you have not yet 'accepted' the goods. First 6 months burden imposed on trader. - right to reject and ask for refund/replacement or repair.....(except misuse /wear & tear, obvious fault).	Short term right to reject (30 days time limit) burden on consumer to show that goods do not conform to contract). A full refund within 14 days. After 30 days: Trader has ONE chance to put things right re Repair OR Replacement. If this fails then consumer has right to reject and get refund/replacement.
2. A consumer buys a new car, which has a serious gearbox failure after four week's use.	Goods 'accepted'? First 6 months burden imposed on trader. Right to reject and ask for refund/replacement or repair.....(except misuse /wear & tear, obvious fault).	Short term right to reject (30 days time limit) burden on consumer to show that goods do not conform to contract). Full refund within 14 days. After 30 days: Trader has ONE chance to Repair OR Replacement. If this fails then Price Reduction OR Final Right to Reject. (except misuse /wear & tear, obvious fault). (Reject the vehicle and receive a refund less an amount for use) .
3. A consumer buys a washing machine, which breaks down after thirteen months.	Goods 'accepted' Reversed burden on consumer to show goods faulty at time of purchase. Right to reject and ask for refund/replacement or repair.....(except misuse /wear & tear, obvious fault).	No short term right to reject. After 30 days: Repair OR Replacement OR Price Reduction OR Final Right to Reject. (except misuse /wear & tear, obvious fault). After 6 months reject the goods receive a refund less an amount for use.

Group Challenge 2



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Consumer Rights Act 2015 - Group Challenge 2

Apply the consumer rights to digital content scenarios below. Consider this from a practical as well as a legal viewpoint.

Scenario	Breach?	Remedy
You pay to download a 13 episode box set TV programme. However the final episode is missing		
You discover that an app you bought to organise your music and photos files has a virus which inadvertently deletes these files from your computer.		
You buy a free virtual world game and build up virtual currency through normal game play. You then buy additional virtual currency in order to make an in-app purchase (e.g.. to buy an item for their virtual world). The item bought is faulty and does not appear in your virtual world.		

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Consumer Rights Act 2015 - Group Challenge 2 Answers

Apply the consumer rights to digital content scenarios below. Consider this from a practical as well as a legal viewpoint.

Scenario	Breach?	Remedy
You pay to download a 13 episode box set TV programme. However the final episode is missing	Digital content is 'not as described'	Repair/replacement of digital content to bring in line with description – in this instance it would be download of final episode
You discover that an app you bought to organise your music and photos files has a virus which inadvertently deletes these files from your computer.	If proven, then trader liable for damage caused as he has not taken all reasonable care and skill to ensure product is virus free.	Liable for either repair (recovery of photos and music) or compensation for damage (Trader can choose which remedy they offer).
You buy a free virtual world game and build up virtual currency through normal game play. You then buy additional virtual currency in order to make an in-app purchase (e.g.. to buy an item for their virtual world). The item bought is faulty and does not appear in your virtual world.	Free game – no breach, no remedy available. Item bought is faulty however so would be deemed to be not of satisfactory quality.	Free game – no remedies available However faulty item rights available are repair/replacement. If fault cannot be fixed available as a remedy and if this is not possible – potential full refund.

Quiz - Questions

1. When does the Consumer Rights Act come into force?
2. Under the new short term right to reject rules, how many days do you have to reject the goods and claim a refund?
3. When does the time limit start for the above (Q2)?
 - a) on purchase
 - b) on delivery
 - c) on completion of contract
 - d) potentially all of the above
4. Are motor vehicles covered by short term right to reject rules?
5. Do you have the short term right to reject digital content?
6. How many repairs do you have to accept under the new rules?
7. Under 30 day time limit, which party has to show the fault exists?
 - a) consumer
 - b) trader

Quiz - Answers

1. 1st October 2015
2. 30 days
3. d) Potentially all of the above
4. Yes.
5. No
6. One repair
7. a) burden of proof lies with the consumer under the 30 day rule, thereafter it reverts to the trader until 6 months