

Peter Cane Prize for Legal Reasoning by an Aspiring Lawyer 2017

Consumer Rights Act 2015 sets out the obligations to traders (sellers) and consumers (individuals purchasing items). There are a range of statutory rights that are included in every contract made between these parties, including section 9 which requires goods to be of satisfactory quality.

9. - Goods to be of satisfactory quality

- (1) Every contract to supply goods is to be treated as including a term that the quality of the goods is satisfactory.
- (2) The quality of goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory, taking account of—
 - a. any description of the goods,
 - b. the price or other consideration for the goods (if relevant), and
 - c. all the other relevant circumstances.
- (3) The quality of goods includes their state and condition; and the following aspects (among others) are in appropriate cases aspects of the quality of goods—
 - a. fitness for all the purposes for which goods of that kind are usually supplied;
 - b. appearance and finish;
 - c. freedom from minor defects;
 - d. safety;
 - e. durability.
- (4) The term mentioned in subsection (1) does not cover anything which makes the quality of the goods unsatisfactory—
 - a. which is specifically drawn to the consumer's attention before the contract is made,
 - b. where the consumer examines the goods before the contract is made, which that examination ought to reveal, or
 - c. in the case of a contract to supply goods by sample, which would have been apparent on a reasonable examination of the sample.

This provision applies to all contracts between consumers and sellers across England and Wales. Explain what this provision means for sellers, considering generally the extent of their duty, and specifically the four following issues:

- 1) What does 'satisfactory' mean?
- 2) Can you provide some examples of 'other relevant considerations' in subsection 2(c)?
- 3) What does 'fitness for all the purposes for which goods of that kind are usually supplied' in subsection 3(a) mean? Can you provide some examples of when this section would and would not apply?
- 4) In what circumstances would the exception in subsection 4(b) apply?