

**Department of Trade and Industry
Consumer and Competition Policy Directorate**

Directive 1999/44/EC of the European Parliament and of the Council of 25th May 1999 on certain aspects of the sale of consumer goods and associated guarantees

TRANSPOSITION NOTE

| <u>Article</u> | <u>Objective</u> | <u>Implementation</u> | <u>Responsibility</u> |
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| 1 | <u>Scope and definitions</u> | Definitions are set out in Regulation 2, but the definitions found in this Regulation apply only to the new rules on consumer guarantees which derive from Article 6 of the Directive and are implemented in Regulation 16. Regulations 3 to 15 make amendments to various primary legislation. Each piece of primary legislation amended contains definitions which adequately implement the terms defined by the Directive. | Secretary of State |
| 2 | <u>Conformity with the contract</u> The seller must deliver goods to the consumer which are in conformity with the contract of sale. | Sections 13 to 15 of the Sale of Goods Act 1979 have the effect of introducing implied terms as to description, quality and fitness for purpose into sales contracts. These implied terms correspond to a very great extent with the elements of “conformity with the | Secretary of State |

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| | | <p>contract” which are set out in Article 2 of the Directive. An exception is the liability in respect of public statements in Article 2.2(d) and 2.4. As such liability is not imposed by pre-existing UK law, these requirements are transposed by Regulation 3 in respect of sales contracts, Regulation 8 in respect of contracts for the transfer of goods to consumers (England, Wales and Northern Ireland), Regulation 9 in respect of contracts for the transfer of goods to consumers (Scotland), Regulation 11 in respect of contracts for the hire of goods to consumers (England, Wales and Northern Ireland), Regulation 12 in respect of contracts for the hire of goods to consumers (Scotland) and Regulation 14 in respect of contracts for the hire-purchase of goods to consumers.</p> | |
| 3 | <p><u>Rights of the consumer</u></p> <p>The seller shall be liable to the consumer for any lack of conformity which exists at the time the goods were delivered. Specified remedies must be made available to the consumer in the event that goods do not conform with the contract at the time of delivery. The specified remedies are as follows: In the first place the consumer may require the seller to repair or replace the goods, in either case free of charge, unless this is impossible or disproportionate. If the consumer is entitled to neither repair or replacement, or if the seller has not completed the repair or replacement within a reasonable time, or has not done so without significant inconvenience to the</p> | <p>Implemented by Regulation 5 in respect of contracts for the sale of goods to consumers, and by Regulation 10 in respect of contracts for the transfer of goods to consumers and in respect of contracts for work and materials.</p> | Secretary of State |

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| | consumer, then the consumer may require an appropriate reduction of the price or have the contract rescinded. | | |
| 4 | <p><u>Right of redress</u></p> <p>Where the final seller is liable to the consumer because of a lack of conformity resulting from an act or omission by the producer, a previous seller in the same chain of contracts or any other intermediary, the final seller shall be entitled to pursue remedies against the person or persons liable in the contractual chain. The person or persons against whom the final seller may pursue remedies, together with the relevant actions and conditions of exercise, shall be determined by national law.</p> | No change to UK law is required to implement Article 4. | |
| 5 | <p><u>Time limits</u></p> | | |
| 5.1 | The seller shall be held liable under Article 3 where the lack of conformity becomes apparent within two years of delivery of the goods. | No change to UK law is required to implement Article 5.1. The UK relies instead on its pre-existing rules on limitation of actions. | |
| 5.2 | Member States may provide that, in order to benefit from his rights, the consumer must inform the seller of the lack of conformity within a period of two months from the date on which he detected such lack of conformity. | This provision will not be implemented in the UK. | |
| 5.3 | Unless proved otherwise, any lack of conformity which | Implemented by Regulation 5 in respect of contracts | Secretary of State |

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| | <p>becomes apparent within six months of delivery of the goods shall be presumed to have existed at the time of delivery, unless this presumption is incompatible with the nature of the goods or the nature of the lack of conformity.</p> | <p>for the sale of goods to consumers, which inserts a new section 48A into the Sale of Goods Act 1979, and by Regulation 10 in respect of contracts for the transfer of goods to consumers and in respect of contracts for work and materials, which inserts a new section 11M into the Supply of Goods and Services Act 1982.</p> | |
| 6 | <p><u>Guarantees</u></p> | <p>Implemented by Regulation 16 and by the Consumer Transactions (Restrictions on Statements) Order 1976</p> | <p>Secretary of State</p> |
| 7 | <p><u>Binding nature</u></p> | <p>Article 7.1 is implemented in the UK by sections 6 and 7 of the Unfair Contract Terms Act 1977. Article 7.2 is implemented by section 27 of the Unfair Contract Terms Act 1977.</p> | <p>Secretary of State</p> |