

# United Kingdom



## LEGAL GUARANTEE

*Every consumer purchase is covered by a mandatory legal guarantee. No seller can claim otherwise.*

### What is the duration of this legal guarantee for new and second-hand goods?

The duration is **6 years** in England, Wales and Northern Ireland and **5 years** in Scotland. This applies to new and second-hand goods.

### If the product is defective, who is responsible for putting things right?

The seller.

### By when must the consumer notify the seller of any defects?

The consumer must act within a reasonable period of noticing the defect but there is no specific deadline other than the legal prescription period of **6 years** (**5 years** in Scotland).

### Who has to prove the presence/absence of a defect and how long do they have to do this?

**During the first 6 months the seller must** prove that the item was not defective ("reversal of burden of proof"). **After that, the consumer must** prove that it was.

### Is there a third party testing body to assist the consumer with providing proof?

The consumer can ask any repair shop for an expert opinion, but they do not have to give one and their opinion might not be accepted by the seller. In the event of a court procedure, the judge may accept the consumer's expert's opinion or ask for an independent expert opinion. There is a limited number of bodies offering industry-specific expertise, but these reports can be costly to obtain with the consumers possibly needing to pay for the report upfront with a view towards it being reimbursed.

### To what remedies is the consumer entitled free of charge? Is there a deadline for implementing the solution?

Under the Consumer Rights Act 2015 (in force since 1 October 2015), the consumers can argue short term right to reject the item, if the fault occurs within the initial 30 days from delivery date. The said law also allows consumers to ask to reject the goods or ask for a price reduction after one failed attempt to resolve the problem by the way of repair or replacement.

In practice, the companies will at first offer to repair or replace the item. The consumers can insist on a different remedy if the one offered cannot be provided without causing the consumers significant inconvenience, etc. (consumer detriment) or when they are considered disproportionate to the value of goods or impossible (trader detriment).

Any solution should be provided within reasonable period of time, but there is no set timescale in the legislation.

### Is the repaired/replaced product covered by a new guarantee?

**No.** The guarantee period is only extended by the time necessary for repair or replacement (subject to the terms and conditions).

### Can the consumer take action against the importer or any intermediary in the supply chain up to and including the producer?

It is normally only possible to claim damages caused by a faulty or unsafe product, but not necessarily remedies under the legal guarantee.

### If no amicable solution can be found, what is the deadline for taking the case to court?

The prescription period is normally **6 years** (England, Wales, Northern Ireland) or **5 years** (Scotland) from the delivery of the goods. This is unless the limitation period is suspended.

### Are any other legal guarantees laid down in national law coexisting with the legal conformity guarantee?

Yes. The commercial guarantees given after 31 March 2003 are considered to be legally binding.

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## COMMERCIAL WARRANTY

*A trader is free to offer a commercial warranty and to fix the conditions. This does not influence the legal guarantee.*

### Who is responsible for application of the warranty?

The party offering the warranty, be it the seller, the producer or a third party guarantor. Always refer to the documentation provided.

### What is the average duration of a commercial warranty?

Mostly, it is 1 to 5 years, and in most cases 2 years. More expensive goods usually have a longer warranty (even up to 7 years for new cars) which often applies to specific parts of the product.

### Is it free of charge?

Not necessarily. The trader can fix the conditions, so it can be free of charge or offered against payment.

### Does it have to be confirmed in writing?

The seller has to provide the commercial warranty in a written document or in a durable and accessible format.

### What information is required?

Content of the warranty, all essential elements such as duration and geographical coverage, details of the company offering it and **a reminder of the legal guarantee**. The consumers should also be advised that the warranty can be provided by other parties, as well as that the same coverage may be provided by insurance policies the consumer may have. The consumers need to be made aware that buying a commercial warranty is optional.

