



## Dispute Resolution Newsletter

Edition 6  
March 2021

Following on from our fifth edition, we have received a number of enquiries regarding the short article that appeared on the Consumer Rights Act 2015 and in this edition we have focused on a trader's obligations to their customers when purchasing a vehicle.

### Consumer Rights Act 2015

Prior to any sale of a vehicle, you must make sure of the following:-

- the vehicle is of satisfactory quality
- the vehicle is fit for purpose
- the vehicle corresponds with any description you give to it
- have the right to sell the vehicle

In the event you fail to fulfil the requirements in respect of satisfactory quality, fitness for purpose, description or the right to sell the vehicle then you will be in breach of contract and the customer will be entitled to a number of remedies against you. We have mentioned some of these previously, such as the short term right to reject. This means that for a period of 30 days after sale of the vehicle, in the event that the vehicle does not meet any of the above requirements, the customer can reject the vehicle and receive a full refund.

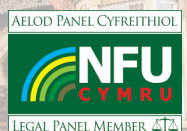
The customer may not wish to reject immediately, however and may ask for a repair or even a replacement during the 30 day period instead and in this instance, the period is basically paused so that the customer has the remainder of the period to see whether they are satisfied with the repair or replacement. If they remain dissatisfied, they have that remaining period left to reject. If the customer does reject the vehicle within that remaining period, they are entitled to their full refund.

In the event that there is a breach of contract as set out above after the 30 day period, then the customer is entitled to a repair or replacement. Where possible the remedy supplied to the customer must be at no extra cost and within a reasonable time.

Under the CRA 2015 a trader will have one opportunity to provide a remedy and if this fails to resolve the issue, the customer does not have to allow any other opportunity to resolve the matter, for example, by agreeing to another repair and is entitled to reject the vehicle.



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## Is it possible to offer an alternative to a full refund?

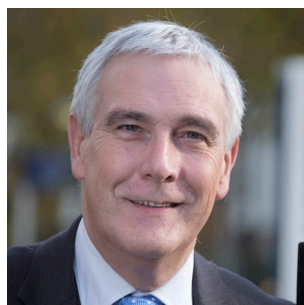
There is a possible remedy when dealing with a breach concerning satisfactory quality, namely, a reduction in price. This will mean that the customer will keep the vehicle but a reduction in the purchase price is made to reflect what has been identified as being wrong with the vehicle. The reduction will depend on the circumstances of the case. This remedy would be available as an alternative to a full refund and will be available after one repair or one replacement has failed. This may be more appropriate where only minor faults have been identified with the vehicle.

How long does the customer have to bring a claim?

A consumer can take legal action up to six years from the date they bought the vehicle.

To read previous editions of our dispute resolution newsletter, please visit our website at [www.allingtonhughes.co.uk/dispute-resolution-newsletter](http://www.allingtonhughes.co.uk/dispute-resolution-newsletter)

## Our dispute resolution team



L-R: Tracey Powell, John Partington, Stephen Foote, Gwenno Price-Jones

If you need expert legal advice from one of our dispute resolution solicitors, then please do not hesitate to get in touch. We deal with a wide range of issues, which include:

- Property & boundary disputes
- Landlord & tenant disputes
- Consumer/contract disputes
- Debt recovery
- Harassment
- Probate disputes
- Construction disputes
- Negligence claims
- Defamation
- Partnership/shareholder agreements

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