

# Consumer Law in the United Kingdom

## Essay

### **Introduction**

The later quarter of twenty-first century saw the United Kingdom embark on some consumer protection laws that were dedicated to protecting consumers from dangerous or defective goods. The laws were intended to replace, if not modernize, the common law that had been used for several centuries. But two decades since the laws started becoming commonplace in both consumer and legal arenas, just few consumers themselves understand the meanings or their rights under these legislations.

### **Consumer Protection Act**

The Consumer Protection Act of 1987 protects consumers from the danger of defective or harmful goods and services (Trading Standards Central). The act can be evoked when the complaining consumer receives bodily harm after using specific goods and services. Such lawsuits are referred to as product liability suits. The consumer could also lodge a complaint when his/her property is damaged. No damages can however be lodged when consumer's business is the one that gets damaged.

This specific act is meant to warn manufacturers and their suppliers against producing and distributing goods that could end up hurting the other individuals unknowingly. Service providers are also warned against providing defective devices that could end up hurting the end user. Manufacturers, suppliers and distributors have thus become more careful with their products.

Other than protecting consumers from goods that could harm them, the act further guards users against goods and services that do not reach the agreed standard. Consumers have the liberty to file for a breach of contract when products and services provided do not meet the agreed standards or quality. This is because consumers had agreed to buy those goods of certain quality or services that would meet their current needs. On receiving items that do not meet some pre-

agreed quality agreement, or services that do not fully rectify the problem that had necessitated the contract, consumers can, through the act file for liability suits.

Consumers are also protected from any possible harm should they receive goods that do not appear to be safe, even though no harm has been caused as of yet. This is because the product exposed consumer's body or property to danger that was not self-brought. After all, consumers would have been hurt were it not for their keen observation of what was supplied to them. It is not the work of consumers to inspect quality manufacturers' products. This makes manufacturers and their distributors more careful not only with manufacturing processes but also in handling products during transportation. Suppliers also have to be careful when handling goods to be used in the services they provide.

The act further protects consumers from the incurring the cost of repairing defective goods or improving on sub-standardized services. This happens when consumers receive goods that have been damaged but can work when some modifications are done. It could sometimes be a hassle to return to the manufacturer in order to get replacements, which makes the improvement necessary. The act makes it possible for consumers to be compensated for the extra cost of modifications. In cases of poor services, consumers could find it necessary to improve on the poor services provided through other means. The entity that provided the poor service is thus liable to pay for the extra cost incurred by their customers. The Consumer Protection Act many have replaced the common law, but it has shown little difference with its effectiveness; it could be referred to as a modernized common law on consumer rights.

### **Sales of Goods Acts (SOGA)**

The Sales of Goods Act helps consumers by preserving their liberty to reject goods that they had not asked for, goods with lower quality than stated in the mutually agreed contract, or goods that could endanger consumer safety or cause damage to property—all of which were not in the contract (Trading Standards Central). Such scenario gives the consumers the right to file for product liability, of which damages can be paid.

Furthermore, supplier or manufacture of products in question could be liable to paying compensation for any losses that could be incurred if the product will be in use. Consumers could further be relieved from any remaining obligations regarding contract on the product, such as installments. This act conforms with the common law because it tries to ensure that consumers are equally compensated for the loss incurred when goods supplied do not correspond to the previously agreed description, quality or do not benefit the purpose that their end-users had intended.

There three key terms implied in the act:

1. goods must correspond to their description;
2. they must be of satisfactory quality;
3. be for the purpose intended.

The three terms are explained below in detail:

### **Goods must correspond to their description**

The selling parties must ensure that the goods sent to consumers are similar to the ones agreed when the contract was agreed upon. Failure to meet that condition means that consumers could file a product liability complaint. In case that proves impossible on the side of the manufacturer, then consumers have to be informed and thus decide whether to agree on taking the product or decline. Consumers cannot file for the product liability suit if they had agreed that they will accept the product. Any funds paid should therefore be refunded in full or a promise is made on when goods that had been ordered were delivered.

### **Goods of a satisfactory quality**

The goods supplied by the selling party must be of a quality acceptable to end users. The first thing for the product quality is the appearance, which must conform to the quality standard expected by consumers. Consumers could decline the product and file for liability if the appearance and finishing are defective. Secondly, consumers could complain when the product has some defects on it, that is, there appear flaws that consumers feel will affect product

performance, durability and other relevant measures. Third, the selling party can be sued if their product endangers the safety of consumers and their properties.

Manufacturers should thus be careful when packaging their products for shipments; warning signs usually get used to warn consumers of the dangers that could befall them. Lastly, the products received by the consumers must be durable, as had been agreed in the contracts. Consumers could file for damages should the products start malfunctioning only after a shorter period than had been agreed on the contract. It is hereby assumed that the malfunctioning was not caused by consumers' negligence.

### **Befit the purpose intended**

The goods supplied by the trader must be fit for the purpose consumers had expressed when signing the contract. Traders must therefore ensure testing the products for that purpose before dispatching them to consumers. This term benefits consumers because they get guarantees that their projects or activities, they wanted to perform with the said products are not affected. It therefore means that if consumers had ordered a certain drawing pencil, the one supplied must befit that use (DBEA). Providing another type of pencil grants consumers, the right to file for product liability due to the inconvenience caused by supplier's mistake.

### **Supply of Goods and Services Act**

This Act helps consumers by preserving their liberty to file for product liability when goods and services they had ordered fail to meet three terms:

1. are not presented with reasonable skill and care,
2. are not presented with reasonable or previously agreed price,
3. are not presented within the time agreed on the contract (DBEA).

The three conditions must be met for the consumers to agree on receiving the products, and for the traders to avoid being sued for product liability. The act benefits both parties equally: consumers get satisfactory goods and services, and the traders get more customers because of serving them well. This act conforms with the common law because it tries to ensure that consumers are equally compensated for the loss incurred when supplies are not delivered on

previously agreed time, price and with utmost care and skill. The three implied terms are explained below in detail:

- Presented with reasonable skill and care—this means that traders should perform their services professionally and with utmost care, failure of which consumers will have the right to invoke the Supply of Goods and Services Act.
- Presented under reasonable or previously agreed price—the goods supplied and services performed should be charged in line with the agreed contract. Consumers should be informed of any pricing changes before goods or services are supplied so they can choose whether to accept them or not. Charging different prices without agreement could therefore invoke this act.
- Presented within the time agreed on the contract—traders must ensure that supply is done before the date agreed upon on the contract. Suppliers are therefore liable for any suits should consumers decide to invoke the action after receiving the supplies on dates later than the ones agreed on the contract.

### **Sales of Goods Acts (SOGA) Versus Supply of Goods and Services Act**

There exist several differences between the two consumer protection acts. In this comparison, the Sales of Goods Act shall be referred to as “Sales Act” whereas the Supply of Goods and Services Act shall be referred to as the “Supply Act.” First, whereas the sales act concentrates just on the physical characteristics of the goods supplied, the supply act goes further to address how the goods were presented to the customers. The second difference is that the sales activity has a firm definition of the terms that will be met by both parties, especially on the supplier side. However, the supply act is not firm on terms—there is some room for error is allowed. This is very typical of contracts with sales act tuning, as it was determined in the 1993 *Arcos v Ronaason* (House of Lords).

## References

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