Consumer Rights Act 2015
Digital Content

Statutory rights and remedies in relation to consumer contracts for the supply of digital content are dealt with in Part 1 of the Consumer Rights Act 2015 (CRA). The CRA treats consumer contracts for digital content as a separate category of content with its own statutory rights and remedies for the first time.

What is digital content?
“Digital Content” means data which are produced and supplied in digital form.

What is a digital content contract?
A digital content contract is a contract for a trader to supply digital content to a consumer if the digital content is supplied or to be supplied for a price paid by the consumer. Contracts where a trader supplies digital content to a consumer free with paid for goods, services or digital content, where that content is not generally available to consumers unless they have paid a price either for it or for the goods, services or digital content with which it is supplied, are also covered.

Free digital content which is not supplied in conjunction with something which is paid for (e.g. a free app) is not a digital content contract for the purposes of the CRA except when the content supplied causes damage to a device or to other digital content.

What are the statutory rights and remedies?
The consumer has a number of rights which will be implied into the contract if not dealt with expressly.

Different rights attract different remedies. Remedies under the CRA are in addition to other remedies such as damages which may be available but a consumer cannot recover more than once for the same loss.

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<td>Any contractually provided for processing facility must be available to the consumer for a reasonable time where no specific time of supply is set out in the contract.</td>
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| **Remedies** |
| Right to repair or replacement. |
| Right to a price reduction (up to full refund) where repair or replacement are impossible, or were not done within a reasonable time and without significant inconvenience to the consumer. |
| Rights in relation to any goods which are supplied with digital content where the content does not conform (i.e. short term right to reject, right to repair or replacement, and final right to reject). |

| **Liability** |
| Liability cannot be excluded or limited. |
### Digital Contents

**Statutory rights and rules**

- Compliance with other pre-contractual information on digital content (apart from in relation to main characteristics, functionality and compatibility) which is required to be given under the Consumer Contracts Regulations.
- Trader has right to supply any digital content.
- Right to remedy for damage to device or any other digital content.

**Remedies**

- Right to recover the amount of any costs incurred by the consumer as a result of the breach of any term required to be included under the Consumer Contracts Regulations up to the full contract price.
- Right to a refund.
- Right to repair of damage to device or digital content; or Compensation with an appropriate payment.

**Liability**

- Parties can choose expressly to vary these terms.
- Liability cannot be excluded or limited.
- Any term excluding or limiting liability will be subject to fairness requirements.

### How do the remedies work?

There is no right to reject digital content due to the difficulty of returning it. Instead, the available remedies are:

- the right to repair or replacement at the trader’s cost, within a reasonable time and without significant inconvenience to the consumer unless repair or replacement is impossible or one is disproportionate compared to the other;
- if repair or replacement are impossible, or have not been provided within a reasonable time and without significant inconvenience to the consumer, the right to a price reduction (up to a full refund);
- where a right to a refund is available in connection with a particular right, it only applies to that part of the digital content which is in breach of contract. A refund must be made without undue delay and in any event within 14 days from the day the trader agrees it is due;
- in addition, the consumer has a right to compensation or repair in respect of any damage caused by the faulty content to the device or to other digital content.

The trader is not limited to one attempt at repair or replacement in recognition of the fact that software is routinely patched and updated.