17. The remedies of the buyer

This chapter sets out the remedies available to the buyer under a contract of sale. Before the Sale and Supply of Goods to Consumers Regulations 2002, these remedies comprised damages for non-delivery of the contract goods, specific performance, and damages for breach of warranty. In cases of breach of condition, the buyer generally has the right to reject the goods and repudiate the contract. Since implementation of the 2002 Regulations, a buyer who deals as consumer has additional remedies of repair, replacement, reduction in price, or rescission. These additional consumer remedies are discussed after a consideration of the remedies that are available to all buyers, including consumers, beginning with those remedies granted to a buyer where the seller fails to deliver the goods, or fails to deliver on time. Certain consumer contracts entered into after 1 October 2015 are governed by the Consumer Rights Act 2015, which is also discussed.