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Contracts with consumers

If you are **selling products or services to individuals** who are not acting mainly or wholly on behalf of a business, then you are dealing with them as “consumers”, and as such they have a special position under the law. Your contracts with consumers are governed by the Consumer Rights Act 2015 and other associated legislation, particularly if you contract online, under which consumers:

1. have to be provided with certain “pre-contract information”;
2. may have the right to cancel and obtain a refund; and
3. may have additional rights, if the products turn out to be faulty.

If consumers are buying your **products online**:

1. they will have 14 days to change their mind and return the products to you. Once the products have been returned, provided they have not been damaged in any way, you will have to refund the price paid for the products;
2. if the products are faulty, consumers have 30 days to return the products to you, at your cost. Alternatively, consumers can request that you repair or replace the product, and if you also installed the product at the consumer’s premises, you will have to bear the cost of removing the faulty product and installing the replacement.

If you are going to have to pay for postage of returned products, it is better for you to have control of the return process, so you can keep return costs to a minimum. If you cannot keep full control of the returns process, your terms and conditions have to be specific about the costs of returning the products to you.

At Sydney Mitchell, we pride ourselves on not only drafting bespoke terms and conditions of sale for you, but also advising on your procedures for entering into contracts with customers, and dealing with faulty products and returns.

If you would like any further information about consumer contracts, please contact Fahmida Ismail on 0121 698 2200 or f.ismail@sydneymitchell.co.uk ^[1].

Links

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