



The Withdrawal Bill

Department
for Exiting the
European Union

Factsheet 9: Consumer
protection

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Consumer Protection

- The UK has a strong history of protecting consumer rights. UK consumers have relied on laws that protected purchasers of goods and services and outlawed unfair contract terms, before the EU acted in this area.
- Consumers in the UK benefit from a wide range of rights when buying goods and services from businesses based in the UK and in the EU. The UK has been influential in the EU in developing these rights.
- UK consumer protections that are based on EU law will be retained. This means that when buying from traders in the UK, UK consumers will be able to rely on the same rights they have now after we leave the EU.
- The way consumer protections apply internationally in future is a matter for negotiations, and the Government will carefully consider how best to work on these issues with our EU partners after we leave the EU.
- Ministers will be required to make statements about the appropriateness and impact on equalities legislation of any secondary legislation under key powers in the Bill.

What consumer protections do we have now?

- Consumers in the UK benefit from a wide range of rights when buying goods and services from businesses based in the UK and in the EU. The UK has been influential in the EU in developing these rights, and the UK's 2015 Consumer Rights Act builds on EU consumer law principles. It sets out a coherent framework of consumer protections across the spectrum of consumer goods, services and digital content supply contracts. Organisations like Citizens' Advice, Trading Standards and the Competition and Markets Authority, as well as the Government, work to ensure that consumers are aware of their rights and what to do when things go wrong.
- For example, before making an online purchase of goods consumers in the UK (and the EU) must be given all the key information about the transaction and can cancel the contract and return the goods within 14 days, whether or not they are

faulty. They are also protected against a wide range of prohibited, unfair, misleading and aggressive business practices, many of which are criminal offences and in relation to which a consumer may have a right of redress. Terms in goods and service contracts which are found to be unfair are invalid or 'non-binding'.

- Once a sale is complete, UK consumers now have the statutory right to return faulty goods bought both online and in-store, and get a full refund within a set time period, and they have similar rights of redress (repeat performance, repair or refund) in relation to service contracts, as well as when they purchase digital content- such as music, games and apps.
- Today, UK consumer law goes beyond EU minimum requirements in some key areas, like unfair terms and consumer sale of goods. For example, the right for UK consumers to reject goods which aren't of satisfactory quality - or otherwise don't conform to the contract within 30 days - and automatically get their money back is a UK-level protection (in other EU countries, a refund is only an option after repair or replacement has been tried).

Frequently Asked Questions

What will the effect of the Withdrawal Bill be for consumers in the UK?

- As a result of the Bill, UK consumer protections that are based on EU law will be retained. This means that, when buying from traders in the UK, UK consumers will be able to rely on the same rights they have now after we leave the EU.
- Where rights derived from EU legislation have been clarified by the CJEU, those rights will continue to be protected in the UK once we have left the EU, with those judgments having the same precedent status as the Supreme Court's own judgments. Use of the powers in the Bill will be subject to parliamentary scrutiny procedures.

What happens when consumers buy from an EU trader after EU Exit?

- Currently, foreign traders whose activities are directed towards the UK may be bound by domestic law and transactions are usually protected by both UK and EU-derived consumer laws. When consumers buy from businesses based in the EU, or, in certain circumstances, from non-EU countries, their rights are enforceable because of the effect of EU law. The way consumer protections apply internationally in future is a matter for the negotiations, and the Government will carefully consider how best to work on these issues with our EU partners after we leave the EU.