

CONSUMER RIGHTS ACT 2015 – ‘BESPOKE GOODS’

Since the Consumer Rights Act became Law on October 1st 2015, there has been considerable discussion and concern with regards to whether you, as a double glazing / conservatory company should provide the 14 days Cancellation Notice if you sell goods to a consumer which you would measure specifically for that consumers house, and therefore the goods would be ‘bespoke’.

However, the matter of bespoke or personalised goods and rights therein whereby a consumer is given a 14 day cooling off period, is actually laid down in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, and applies to all contracts that were made after 13th June 2013.

Where contracts are made off-premises (for definition see below) there is generally a 14 day cooling off period whereby consumers can cancel the contract and request a refund. These rights are laid down in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and apply to all contracts made since 13th June 2014.

There are a number of exceptions to the right to cancel including the supply of goods which are made to the consumer’s specification or are personalised.

This could include double glazing contracts where units are made specifically to the measurements of the consumer’s window.

However for contracts where there are standard window sizes, stock parts are used, or the hole in the window is changed to fit the window supplied, then the right to cancel may still apply.

The CRA 2015 encompasses the CCR 2013 (and other consumer regulations).

There are different types of contracts covered by the CRA and the Consumer Contract Regulations generally. These are:-

- 1) Distance selling i.e. phone / online
- 2) At a business premises, and
- 3) Off premises i.e. in a customer’s home

As a replacement window company, you will sell to consumers as at Option 2 or 3 above usually. Either option would, prior to October 1st, have attracted a 14 day cancellation period.

However, where the windows, doors, conservatory, porch are measured specifically, i.e. bespoke / personalised, for the consumers property, then it would appear that no cancellation period is given to the consumer.

Of course it may take either an addendum by the Government or indeed a landmark Court Case to decide as to whether double glazing products are indeed ‘bespoke’. However, the Law is the Law and the Consumer Rights Act is that Law.

Any future Court Case regarding this matter of 'bespoke goods' will, need to consider as to when the goods become 'bespoke'.

Say for example a sales rep sells to a consumer on the Monday. (Are the goods bespoke then? Nothing has been measured and nothing has been manufactured.) OR if the Surveyor attends the property on the Thursday and takes detailed 'bespoke' measurements. (Does the contract become 'bespoke' at that stage? Again nothing has been manufactured although measurements have been taken.)

And, to add to this, when will the goods be manufactured to the 'bespoke' requirements?

Further still, the contract will deem to be made when both parties have agreed the contents and signed and dated the same. The consumer may even have paid a deposit, it could be argued in English Contract Law that, that is when the contract has been made, and the contract is for 'bespoke goods', and therefore does not attract any cancellation rights for the consumer.