**Particulars of claim by consumer in respect of non-conforming goods claiming repair or replacement or reduction of the purchase price1**

Claim No. [*number*]

IN THE COUNTY COURT AT [*location*]

1. [*name*]        Claimant
2. and
3. [*name*]        Defendant

**PARTICULARS OF CLAIM**

1. The Defendant was and is a retailer and supplier of [*tools and other gardening equipment]*.
2. The Claimant was at all material times dealing as a consumer.
3. On or about [*date*], the Claimant attended the Defendant’s shop and purchased from the Defendant [*a garden shredder*] (the Goods) for the price of £600.
4. At the time of the above purchase, the Claimant **[**expressly OR by implication**]** made known to the Defendant that the Goods were bought for the following purposes [*give details*].
5. [To shred branches of conifer trees;
6. To shred branches of deciduous trees with their leaves still attached;
7. To shred branches of up to 200mm diameter.]
8. Accordingly, it was an obligation on the Defendant which was treated as a term of the contract that the Goods would be reasonably fit for such purpose2.
9. Further or alternatively, it was an obligation on the Defendant which was treated as a term of the contract that the Goods would be of satisfactory quality3.
10. In breach of the term or terms, the Goods were not suitable or fit for the purposes set out in Paragraph 4 and/or were not of satisfactory quality.
11. PARTICULARS OF BREACH

[*set out deficiencies in the goods in numbered paragraphs*]

1. When branches of conifer trees were inserted into the Goods the mechanism jammed;
2. When branches of deciduous trees, with leaves attached, were inserted into the Goods, the mechanism jammed;
3. When branches of more than 150mm, but less than 200mm diameter were inserted into the Goods the mechanism struggled to process the wood, and overheated.
4. By reason of such breaches, the Goods do not conform to the contract, within the meaning of [Section 19(1)](https://www.lexisnexis.com/uk/legal/citationlinkHandler.faces?bct=A&service=citation&risb=&UK_LEG&$num!%252015_15a_SECT_19%25) of the Consumer Rights Act 20154 (the Act).
5. By reason of the non-conformity, the Claimant requires the Defendant to **[**repair OR replace**]** the Goods5. On [*date*], the Claimant notified the Defendant of the breach and required him to **[**repair OR replace**]** the Goods pursuant to Section 23 of the Act6. The Defendant has failed to take any steps so to do.
6. [Accordingly, the Claimant seeks an order for specific performance of the obligation to **[**repair OR replace**]** arising under Section 23 of the Act.]
7. [Alternatively, by reason of the above breaches, the Claimant has not received the value of the Goods that he contracted for and seeks a reduction in the purchase price of the Goods pursuant to Section 24 of the Act7.]

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1. On or about [date] the Claimant contacted the Defendant and stated that he intended to reject the Goods. The Defendant has refused to recognise the Claimant’s rejection and has stated that it does not intend to give the Claimant a refund.8
2. The Claimant seeks interest pursuant to section 69 of the County Courts Act 1984 on the sum of £600 from [date] until judgment or sooner payment at the rate of [percentage] per annum amounting to £[number] at the date of issue of the Claim Form on [date] and continuing at the rate of £[number] per day.

AND the Claimant claims

1. Damages
2. Interest under paragraph 12 above.

[*signature of legal representative*]

Dated [*date*]

**Statement of Truth**

**[**I believe OR The Claimant believes**]** that the facts stated in these Particulars of Claim are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

**[**I am duly authorised by the Claimant to sign this Statement.**]**

Full name [*name*]

**[**Name of Claimant’s legal representative’s firm [*name*]**]**

[*signature*]

**[**Claimant OR Claimant’s Legal Representative OR Claimant’s Litigation Friend**]**

**[**Position or office held [*give details if signing on behalf of firm or company*]**]**

Address for receiving documents

[*name and address of claimant or claimant’s legal representatives*]

1      See [Consumer Rights Act 2015 ss 19(14), (15)](https://www.lexisnexis.com/uk/legal/citationlinkHandler.faces?bct=A&service=citation&risb=&UK_LEG&$num!%252015_15a_SECT_19%25), [23](https://www.lexisnexis.com/uk/legal/citationlinkHandler.faces?bct=A&service=citation&risb=&UK_LEG&$num!%252015_15a_SECT_23%25). For contracts made before 1 October 2015, the [Consumer Rights Act 2015](https://www.lexisnexis.com/uk/legal/citationlinkHandler.faces?bct=A&service=citation&risb=&UK_LEG&$num!%252015_15a_Title%25) does not apply and reference should be made to the [Sale of Goods Act 1979 ss 48A](https://www.lexisnexis.com/uk/legal/citationlinkHandler.faces?bct=A&service=citation&risb=&UK_LEG&$num!%251979_54a_SECT_48A%25)–[48F](https://www.lexisnexis.com/uk/legal/citationlinkHandler.faces?bct=A&service=citation&risb=&UK_LEG&$num!%251979_54a_SECT_48F%25) (repealed) which continue to have effect in relation to any contract entered into before that date, despite the revocation of the provisions by [Consumer Rights Act 2015 Sch 1](https://www.lexisnexis.com/uk/legal/citationlinkHandler.faces?bct=A&service=citation&risb=&UK_LEG&$num!%252015_15a_SCH_1%25): [Consumer Rights Act 2015](https://www.lexisnexis.com/uk/legal/citationlinkHandler.faces?bct=A&service=citation&risb=&UK_LEG&$num!%252015_15a_Title%25) (Commencement No 3, Transitional Provisions, Savings and Consequential Amendments) Order 2015, [SI 2015/1630, arts 1](https://www.lexisnexis.com/uk/legal/citationlinkHandler.faces?bct=A&service=citation&risb=&UK_LEG&$num!%252015_1630s_SECT_1%25), [3](https://www.lexisnexis.com/uk/legal/citationlinkHandler.faces?bct=A&service=citation&risb=&UK_LEG&$num!%252015_1630s_SECT_3%25).

2      See [Consumer Rights Act 2015 s 10](https://www.lexisnexis.com/uk/legal/citationlinkHandler.faces?bct=A&service=citation&risb=&UK_LEG&$num!%252015_15a_SECT_10%25).

3      See [Consumer Rights Act 2015 s 9](https://www.lexisnexis.com/uk/legal/citationlinkHandler.faces?bct=A&service=citation&risb=&UK_LEG&$num!%252015_15a_SECT_9%25).

4      Non-conformity occurs when goods do not conform as described by [Consumer Rights Act 2015 s 19(1)](https://www.lexisnexis.com/uk/legal/citationlinkHandler.faces?bct=A&service=citation&risb=&UK_LEG&$num!%252015_15a_SECT_19%25). Conformity to a contract means that the goods meet the terms as to quality, fitness for purpose, description and prescribed information regarding the main characteristics of the goods, that they correspond to standards for installation and as to their digital content, and that they meet the express contractual requirements. .

5      See [Consumer Rights Act 2015 ss 19(3), (4)](https://www.lexisnexis.com/uk/legal/citationlinkHandler.faces?bct=A&service=citation&risb=&UK_LEG&$num!%252015_15a_SECT_19%25), [23](https://www.lexisnexis.com/uk/legal/citationlinkHandler.faces?bct=A&service=citation&risb=&UK_LEG&$num!%252015_15a_SECT_23%25).

6      The buyer must give the seller a reasonable time to repair or replace the goods before he takes steps to reject the goods and terminates the contract or enforces his right to repair and replace under [Consumer Rights Act 2015 s 23(6), (7)](https://www.lexisnexis.com/uk/legal/citationlinkHandler.faces?bct=A&service=citation&risb=&UK_LEG&$num!%252015_15a_SECT_23%25).

7      [Consumer Rights Act 2015 s 24](https://www.lexisnexis.com/uk/legal/citationlinkHandler.faces?bct=A&service=citation&risb=&UK_LEG&$num!%252015_15a_SECT_24%25). The court may order repair or replacement or reduction in the purchase price or permit exercise of the final right to reject. An allowance may be made for use and enjoyment of the goods before termination. The court also has supplementary powers as to an award of damages and payment of the price: [Consumer Rights Act 2015 s 19(9), (10)](https://www.lexisnexis.com/uk/legal/citationlinkHandler.faces?bct=A&service=citation&risb=&UK_LEG&$num!%252015_15a_SECT_19%25).

8 Where the defect arises within 30 days of purchase, the consumer may exercise the short term right to reject (Consumer Rights Act 2015 s.22(3)). Alternately, where the trader has failed to repair or replace the item, the consumer may exercise the final right to reject instead of seeking a price reduction (Consumer Rights Act 2015 s.24. This paragraph is pleaded as an alternative to the right to a price reduction.