# Pleading Goods contracts -key points

1. D is a trader
2. C is a consumer
3. C purchased goods from D, on [date] for £[price]
4. Key facts about the purchase such as
   1. Satisfactory quality (s.9)
      1. Description of the goods
      2. Price
      3. Any public statement about the goods (including advertising, labelling)
   2. Fitness for particular purpose (s.10)
      1. C made known to the trader (expressly or by implication) any particular purpose he had for the goods (see also s.10(2) for credit brokers -eg where HP agreement
   3. As described (s.11, s.13, s.14)
      1. D provided a description and/or sample and/or model of the goods (NB this may include information required by the CCRs (SI 2013/3134))
      2. The description/sample specified that…
   4. Installation (s.15) (nb breach of this right does not lead to short term right to reject -s.19(4))
      1. Installation of the goods formed part of the contract
      2. The goods were installed by D
      3. The goods were installed incorrectly
   5. Digital Content (s.16)
      1. The goods included digital content
      2. The digital content was not (see s.16(1)(a) and s.42(1))
         1. Of satisfactory quality (see s.34)
         2. Fit for a particular purpose (s.35)
         3. As described (s.36)
   6. Right to supply (s.17) (nb breach of this gives C immediate final right to reject -s.19(6))
      1. It was a term of the agreement that D had the right to transfer possession, sell or transfer the goods (17(1))
      2. In breach of this term in fact D did not have the right to sell the goods
      3. Set out how this fact was revealed to C (eg the goods were seized by a bailiff etc)
5. Assert it was a term of the contract that the goods would be satisfactory quality, fit for particular purpose etc.
6. In breach of the terms… Particularise facts which demonstrate the goods were not satisfactory, fit for particular purpose etc.
7. Assert the goods did not conform to the contract (s.19)
8. Set out the remedy the C is seeking (see s.19(3), (4), (5), (6) for remedies for each breach)
   1. Short term right to reject (s.20 & 22)
      1. Assert C indicated (clearly) to T he was rejecting the goods and treating the contract as at an end (s.20(5), (6)
      2. Set out date on which C rejected the goods -this must be within the 30 day time limit set out in s.22(3)
      3. If the time limit is extended by any request for repair or replacement, plead these dates too (s.22(6))
      4. Assert D has not given the refund
   2. Right to repair or replacement (s.23)
      1. Assert C required D to repair or replace the goods
      2. Set out the date C required this.
      3. Assert the time C required for the repair or replacement was reasonable
      4. Set out D’s response
         1. Repair or replacement was not within a reasonable time
         2. Repair or replacement involved significant inconvenience to C
         3. D sought to impose costs on C for the repair or replacement
         4. D refused to carry out repair or replacement/ has not taken any steps to repair or replace
   3. Right to price reduction or final right to reject (s.20 & 24)
      1. Set out trigger for right to price reduction or right to reject (s.24(5))
         1. Assert repair or replacement was impossible or disproportionate -if s.23(3) applies
         2. On [date] D repaired/ replaced the goods, but they still did not conform to the contract
         3. C required D to repair or replace, but the trader is in breach of obligation to do so: has not done so within reasonable time, or without significant inconvenience to C; has not taken any action.
      2. State C is seeking a price reduction [potentially set out amount -it may be 100%]
      3. Alternatively C is seeking to reject the goods
         1. Assert C indicated (clearly) to T he was rejecting the goods and treating the contract as at an end (s.20(5), (6)
         2. Assert D has not given the refund
   4. Other remedies sought such as (see s.19(10), (11))
      1. Damages
      2. Specific Performance
      3. Treating contract as at an end for breach of an express term
9. Final Prayer
   1. List of remedies
   2. Interest
10. Statement of Truth