

YOUR HANDY POCKET GUIDE TO YOUR RIGHTS AS A MOTORHOME OWNER !

Your options the Consumer Rights Act 2015.

1. The Consumer Rights Act 2015 (CRA) has been the backbone of UK consumer law since it came into force on 1st October 2015. It has largely replaced and consolidated three major pieces of consumer legislation: the Sale of Goods Act 1979, the Unfair Terms in Consumer Contracts Regulations 1999, and the Supply of Goods and Services Act 1982.
2. Motorhomes fall within the CRA's definition of "goods" as "any tangible moveable items" (section 2(8), CRA). Therefore, provided you purchase the motorhome from a trader, you are protected by the CRA when they buy them. What, therefore, are your options when you buy a motorhome that you later discover problems with?

What can you expect when you buy a motorhome

3. The CRA, provides that you can expect that your motorhome is:
 - a. of reasonably satisfactory quality;
 - b. fit for purpose; and
 - c. as it was described.
4. As with the old law, section 9 of the CRA implies a term into consumer contracts that the good must be of reasonably satisfactory quality. For a motorhome, this would generally relate to: its appearance and finish, its general fitness as a functioning motorhome, any minor defects (e.g. in the paintwork or interior faults), how safe it is (both as a motor vehicle and as a secure living space) and its general durability (absence of damp, for instance).
5. A motorhome must be reasonably satisfactory in respect of these qualities. However, in assessing whether you think a trader has fallen below this standard, you should consider the

circumstances of the sale such as: whether you were told about the faults beforehand; how much you paid for the motorhome and whether you bought it second-hand.

6. The CRA also expressly states (in section 10) that goods must be fit for the purpose for which they are sold. In respect of motorhomes therefore, it is necessary that the trader ensures that the motorhome is fit *both in terms of its drivability and its habitation*. It is not a defence for a trader to treat a motorhome as either a car or a caravan and thereby claim that fitness for one purpose is sufficient under the CRA; traders who sell motorhomes are held to the standard of satisfying *both* purposes.
7. Finally, the motorhome must arrive and perform as is was described to you (section 11 CRA). If consumers buy their motorhome after looking at a model in a showroom or at a motorhome fair for example, the CRA provides that the vehicle they receive *must* match that model (section 14, CRA). This provision can, of course protect the trader if a defect that you later decide to complain about was drawn to your attention and explained before you purchased the motorhome.

What if the trader falls short?

8. Where your motorhome is either not of reasonably satisfactory quality, fit for purpose or as described, it is faulty and the remedy you are entitled to will depend on how long after you have bought the motorhome you complain about the fault (if you have bought your motorhome on hire-purchase, time begins when it is delivered).
9. If you complain within 30 days, you have an automatic right to reject the motorhome and treat the contract as being at an end. This means the trader must give you a full refund if that is what you want. If you want the trader to repair the damage or replace the motorhome entirely, you can ask them to do so and the 30-day period stops running while they undertake the repairs or organise the replacement (if they are unable to fix the fault therefore, you are still entitled to the full refund, provided your original complaint was within the 30-day limit).



10. If you complain after 30 days, you can request a free repair of the fault and, if that does not work, a replacement (or vice versa). The trader must not significantly inconvenience you while they do this.
11. If you have allowed the trader one attempt at replacing or repairing the fault with your motorhome and they fail to repair it adequately or they have left it unreasonably long to undertake the repair, then you have a choice. You can either:
 - a. Keep the motorhome in its faulty state and have the trader give you a partial refund.
 - b. Reject the motorhome and receive a refund.
12. If you decide to keep the motorhome, (section 24(1)(a) CRA) provides that the trader must then consider the price paid for the motorhome and reduce it by an amount that reflects the fault and the motorhome's current functionality (it will be less if there is e.g. a small amount of damp inside and more if the engine fails to start). If you have already paid the full price, you are entitled to receive the difference between these two amounts without undue delay and, in any event, no longer than 14 days.
13. If you decide to reject the motorhome, the trader has to give you a refund. However, the trader may deduct from the refund an amount to take account of the use that you have had of the vehicle since you received it (section 24(8) CRA). The onus, if challenged, is on the trader to prove the value they attach to the motorhome; it must be a genuine estimate of the loss of value caused by *your use* specifically and they cannot simply give it its second-hand value, nor can they make a reduction based on a fault that was not caused by your usage. The trader would have to consider elements such as the mileage done and any wear and tear you have caused in the interior when making their assessment (which they must be able to justify).
14. These are the basic rights and remedies that the consumer can expect when buying a motorhome. Although the CRA has undoubtedly strengthened the consumer's hand, it is always advisable that buyers head off difficulties by undertaking careful research and inspection of a motorhome before purchase.



Mediation mediation mediation!

15. Mediation of disputes involving motorhomes and caravans usually resolves the matter quickly and cost-effectively.

Nigel Frost of Clerksroom is an expert Elite Mediator and litigator in motorhomes and caravans, and is often able to guide the parties to a resolution that does not involve going anywhere near a Court. Further information and guidance can be found at:

<https://www.clerksroom.com>

(This guide should not be taken as legal advice, it is a general guide not to be relied upon, and you should always consult your own legal adviser)

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