



# Sale of Goods Act 1979

## 1979 CHAPTER 54

### PART IV

#### PERFORMANCE OF THE CONTRACT

#### **31 Instalment deliveries.**

- (1) Unless otherwise agreed, the buyer of goods is not bound to accept delivery of them by instalments.
- (2) Where there is a contract for the sale of goods to be delivered by stated instalments, which are to be separately paid for, and the seller makes defective deliveries in respect of one or more instalments, or the buyer neglects or refuses to take delivery of or pay for one or more instalments, it is a question in each case depending on the terms of the contract and the circumstances of the case whether the breach of contract is a repudiation of the whole contract or whether it is a severable breach giving rise to a claim for compensation but not to a right to treat the whole contract as repudiated.
- [<sup>F1</sup>(3) This section does not apply to a contract to which Chapter 2 of Part 1 of the Consumer Rights Act 2015 applies (but see the provision made about such contracts in section 26 of that Act).]

#### **Textual Amendments**

- F1** S. 31(3) inserted (1.10.2015) by [Consumer Rights Act 2015 \(c. 15\), s. 100\(5\), Sch. 1 para. 20](#); S.I. 2015/1630, art. 3(g) (with art. 6(1))

**Status:**

Point in time view as at 01/10/2015.

**Changes to legislation:**

There are currently no known outstanding effects for the Sale of Goods Act 1979, Section 31.