



Sale of Goods Act 1979

1979 CHAPTER 54

PART IV

PERFORMANCE OF THE CONTRACT

35 Acceptance.

- (1) The buyer is deemed to have accepted the goods [^{F1}subject to subsection (2) below—
 - (a) when he intimates to the seller that he has accepted them, or
 - (b) when the goods have been delivered to him and he does any act in relation to them which is inconsistent with the ownership of the seller.
- (2) Where goods are delivered to the buyer, and he has not previously examined them, he is not deemed to have accepted them under subsection (1) above until he has had a reasonable opportunity of examining them for the purpose—
 - (a) of ascertaining whether they are in conformity with the contract, and
 - (b) in the case of a contract for sale by sample, of comparing the bulk with the sample.
- ^{F2}(3)
- (4) The buyer is also deemed to have accepted the goods when after the lapse of a reasonable time he retains the goods without intimating to the seller that he has rejected them.
- (5) The questions that are material in determining for the purposes of subsection (4) above whether a reasonable time has elapsed include whether the buyer has had a reasonable opportunity of examining the goods for the purpose mentioned in subsection (2) above.
- (6) The buyer is not by virtue of this section deemed to have accepted the goods merely because—
 - (a) he asks for, or agrees to, their repair by or under an arrangement with the seller, or
 - (b) the goods are delivered to another under a sub-sale or other disposition.

Status: Point in time view as at 01/10/2015.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 35. (See end of Document for details)

- (7) Where the contract is for the sale of goods making one or more commercial units, a buyer accepting any goods included in a unit is deemed to have accepted all the goods making the unit; and in this subsection “ commercial unit ” means a unit division of which would materially impair the value of the goods or the character of the unit.
- (8)] Paragraph 10 of Schedule 1 below applies in relation to a contract made before 22 April 1967 or (in the application of this Act to Northern Ireland) 28 July 1967.
- [^{F3}(9) 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 21 of that Act).]

Textual Amendments

- F1** Words in s. 35 substituted (3.1.1995) by 1994 c. 35, **ss. 2(1), 8(2)** (with s. 8(3)).
- F2** S. 35(3) omitted (1.10.2015) by virtue of Consumer Rights Act 2015 (c. 15), s. 100(5), **Sch. 1 para. 24(2)**; S.I. 2015/1630, art. 3(g) (with art. 6(1))
- F3** S. 35(9) inserted (1.10.2015) by Consumer Rights Act 2015 (c. 15), s. 100(5), **Sch. 1 para. 24(3)**; S.I. 2015/1630, art. 3(g) (with art. 6(1))

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