



# Supply of Goods and Services Act 1982

## 1982 CHAPTER 29

### PART II

#### SUPPLY OF SERVICES

#### 16 Exclusion of implied terms, etc.

- (1) Where a right, duty or liability would arise under a [<sup>F1</sup>relevant contract for the supply of a service] by virtue of this Part of this Act, it may (subject to subsection (2) below and the 1977 Act) be negated or varied by express agreement, or by the course of dealing between the parties, or by such usage as binds both parties to the contract.
- (2) An express term does not negative a term implied by this Part of this Act unless inconsistent with it.
- (3) Nothing in this Part of this Act prejudices—
  - (a) any rule of law which imposes on the supplier a duty stricter than that imposed by section 13 or 14 above; or
  - (b) subject to paragraph (a) above, any rule of law whereby any term not inconsistent with this Part of this Act is to be implied in a [<sup>F1</sup>relevant contract for the supply of a service].
- (4) This Part of this Act has effect subject to any other enactment which defines or restricts the rights, duties or liabilities arising in connection with a service of any description.

#### Textual Amendments

- F1** Words in Act substituted (1.10.2015) by [Consumer Rights Act 2015 \(c. 15\)](#), s. 100(5), [Sch. 1 para. 38\(c\)](#); S.I. 2015/1630, art. 3(g) (with art. 6(1))

**Changes to legislation:**

There are currently no known outstanding effects for the Supply of Goods and Services Act 1982, Section 16.