



Supply of Goods and Services Act 1982

1982 CHAPTER 29

PART I

SUPPLY OF GOODS

Contracts for the transfer of property in goods

[^{F1}5A Modification of remedies for breach of statutory condition in non-consumer cases.

- (1) Where in the case of a [^{F2}relevant contract for the transfer of goods]—
- (a) the transferee would, apart from this subsection, have the right to treat the contract as repudiated by reason of a breach on the part of the transferor of a term implied by section 3, 4 or 5(2)(a) or (c) above, but
 - (b) the breach is so slight that it would be unreasonable for him to do so,
^{F3}... the breach is not to be treated as a breach of condition but may be treated as a breach of warranty.
- (2) This section applies unless a contrary intention appears in, or is to be implied from, the contract.
- (3) It is for the transferor to show that a breach fell within subsection (1)(b) above.]

Textual Amendments

- F1** S. 5A inserted (3.1.1995) by 1994 c. 35, ss. 7, 8(2), **Sch. 2 para. 6(5)** (with s. 8(3))
- F2** Words in Act substituted (1.10.2015) by Consumer Rights Act 2015 (c. 15), s. 100(5), **Sch. 1 para. 38(a)**; S.I. 2015/1630, art. 3(g) (with art. 6(1))
- F3** Words in s. 5A(1) omitted (1.10.2015) by virtue of Consumer Rights Act 2015 (c. 15), s. 100(5), **Sch. 1 para. 41**; 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 5A.