



Consumer Rights Act 2015

2015 CHAPTER 15

PART 2

UNFAIR TERMS

What are the general rules about fairness of contract terms and notices?

62 Requirement for contract terms and notices to be fair

- (1) An unfair term of a consumer contract is not binding on the consumer.
- (2) An unfair consumer notice is not binding on the consumer.
- (3) This does not prevent the consumer from relying on the term or notice if the consumer chooses to do so.
- (4) A term is unfair if, contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations under the contract to the detriment of the consumer.
- (5) Whether a term is fair is to be determined—
 - (a) taking into account the nature of the subject matter of the contract, and
 - (b) by reference to all the circumstances existing when the term was agreed and to all of the other terms of the contract or of any other contract on which it depends.
- (6) A notice is unfair if, contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations to the detriment of the consumer.
- (7) Whether a notice is fair is to be determined—
 - (a) taking into account the nature of the subject matter of the notice, and
 - (b) by reference to all the circumstances existing when the rights or obligations to which it relates arose and to the terms of any contract on which it depends.
- (8) This section does not affect the operation of—

Status: Point in time view as at 23/07/2019.

Changes to legislation: There are currently no known outstanding effects for the Consumer Rights Act 2015, Section 62. (See end of Document for details)

- (a) section 31 (exclusion of liability: goods contracts),
- (b) section 47 (exclusion of liability: digital content contracts),
- (c) section 57 (exclusion of liability: services contracts), or
- (d) section 65 (exclusion of negligence liability).

Commencement Information

II S. 62 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(c)** (with art. 6(1))

Status:

Point in time view as at 23/07/2019.

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