



Sex Discrimination Act 1975

1975 CHAPTER 65

PART VIII

SUPPLEMENTAL

77 Validity and revision of contracts

- (1) A term of a contract is void where—
 - (a) its inclusion renders the making of the contract unlawful by virtue of this Act, or
 - (b) it is included in furtherance of an act rendered unlawful by this Act, or
 - (c) it provides for the doing of an act which would be rendered unlawful by this Act.
- (2) Subsection (1) does not apply to a term the inclusion of which constitutes, or is in furtherance of, or provides for, unlawful discrimination against a party to the contract, but title term shall be unenforceable against that party.
- (3) A term in a contract which purports to exclude or limit any provision of this Act or the Equal Pay Act 1970 is unenforceable by any person in whose favour the term would operate apart from this subsection.
- (4) Subsection (3) does not apply—
 - (a) to a contract settling a complaint to which section 63(1) of this Act or section 2 of the Equal Pay Act 1970 applies where the contract is made with the assistance of a conciliation officer;
 - (b) to a contract settling a claim to which section 66 applies.
- (5) On the application of any person interested in a contract to which subsection (2) applies, a county court or sheriff court may make such order as it thinks just for removing or modifying any term made unenforceable by that subsection; but such an order shall not be made unless all persons affected have been given notice of the application (except where under rules of court notice may be dispensed with) and have been afforded an opportunity to make representations to the court.

Status: This is the original version (as it was originally enacted).

- (6) An order under subsection (5) may include provision as respects any period before the making of the order.