



Unfair Contract Terms Act 1977

1977 CHAPTER 50

PART I

AMENDMENT OF LAW FOR ENGLAND AND WALES AND NORTHERN IRELAND

Other provisions about contracts

8 ^{X1} **Misrepresentation.**

(1) In the ^{M1} Misrepresentation Act 1967, the following is substituted for section 3—

“3 Avoidance of provision excluding liability for misrepresentation.

If a contract contains a term which would exclude or restrict—

- (a) any liability to which a party to a contract may be subject by reason of any misrepresentation made by him before the contract was made; or
- (b) any remedy available to another party to the contract by reason of such a misrepresentation,

that term shall be of no effect except in so far as it satisfies the requirement of reasonableness as stated in section 11(1) of the Unfair Contract Terms Act 1977; and it is for those claiming that the term satisfies that requirement to show that it does.”.

(2) The same section is substituted for section 3 of the ^{M2} Misrepresentation Act (Northern Ireland) 1967.

Editorial Information

X1 The text of s. 8 is in the form in which it was originally enacted: it was not reproduced in Statutes in Force and does not reflect any amendments or repeals which may have been made prior to 1.2.1991.

Marginal Citations

M1 1967 c. 7

Status: Point in time view as at 01/02/1991.

Changes to legislation: There are currently no known outstanding effects for the Unfair Contract Terms Act 1977, Cross Heading: Other provisions about contracts. (See end of Document for details)

M2 1967 c. 14 (N.I.)

9 Effect of breach.

- (1) Where for reliance upon it a contract term has to satisfy the requirement of reasonableness, it may be found to do so and be given effect accordingly notwithstanding that the contract has been terminated either by breach or by a party electing to treat it as repudiated.
- (2) Where on a breach the contract is nevertheless affirmed by a party entitled to treat it as repudiated, this does not of itself exclude the requirement of reasonableness in relation to any contract term.

10 Evasion by means of secondary contract.

A person is not bound by any contract term prejudicing or taking away rights of his which arise under, or in connection with the performance of, another contract, so far as those rights extend to the enforcement of another's liability which this Part of this Act prevents that other from excluding or restricting.

Status:

Point in time view as at 01/02/1991.

Changes to legislation:

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