

*Status: Point in time view as at 19/08/2013.*

*Changes to legislation: There are currently no known outstanding effects for the Unfair Contract Terms Act 1977. (See end of Document for details)*

## SCHEDULES

### SCHEDULE 1

Section 1(2).

#### SCOPE OF SECTIONS 2 TO 4 AND 7

- 1 Sections 2 to 4 of this Act do not extend to—
- (a) any contract of insurance (including a contract to pay an annuity on human life);
  - (b) any contract so far as it relates to the creation or transfer of an interest in land, or to the termination of such an interest, whether by extinction, merger, surrender, forfeiture or otherwise;
  - (c) any contract so far as it relates to the creation or transfer of a right or interest in any patent, trade mark, copyright [<sup>F1</sup>or design right], registered design, technical or commercial information or other intellectual property, or relates to the termination of any such right or interest;
  - (d) any contract so far as it relates—
    - (i) to the formation or dissolution of a company (which means any body corporate or unincorporated association and includes a partnership), or
    - (ii) to its constitution or the rights or obligations of its corporators or members;
  - (e) any contract so far as it relates to the creation or transfer of securities or of any right or interest in securities.
  - [<sup>F2</sup>(f) anything that is governed by Article 6 of Regulation (EU) No 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No 2006/2004.]

#### Textual Amendments

- F1** Words inserted by [Copyright, Designs and Patents Act 1988 \(c. 48, SIF 67A\)](#), s. 303(1), [Sch. 7 para. 24](#)  
**F2** Sch. 1 para. 1(f) inserted (E.W.S.) (19.8.2013) by [The Rights of Passengers in Bus and Coach Transport \(Exemptions and Enforcement\) Regulations 2013 \(S.I. 2013/1865\)](#), regs. 1(1), [13\(5\)](#)

#### Modifications etc. (not altering text)

- C1** Sch. 1 para. 1(c) extended by [Patents, Designs and Marks Act 1986 \(c. 39, SIF 67A\)](#), ss. 2(3), 4(7), [Sch. para. 1\(2\)\(f\)](#)  
**C2** Sch. 1 para. 1(c) extended by [S.I. 1987/1497, reg. 9\(2\)](#), [sch. 2](#) Sch. 1 para. 1(c) amended (31.10.1994) by [1994 c. 26, s. 106\(1\)](#), [Sch. 4 para. 1\(1\)\(2\)](#); [S.I. 1994/2550, art.2](#)

- 2 Section 2(1) extends to—
- (a) any contract of marine salvage or towage;
  - (b) any charterparty of a ship or hovercraft; and
  - (c) any contract for the carriage of goods by ship or hovercraft;

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- but subject to this sections 2 to 4 and 7 do not extend to any such contract except in favour of a person dealing as consumer.
- 3 Where goods are carried by ship or hovercraft in pursuance of a contract which either—
- (a) specifies that as the means of carriage over part of the journey to be covered, or
  - (b) makes no provision as to the means of carriage and does not exclude that means,
- then sections 2(2), 3 and 4 do not, except in favour of a person dealing as consumer, extend to the contract as it operates for and in relation to the carriage of the goods by that means.
- 4 Section 2(1) and (2) do not extend to a contract of employment, except in favour of the employee.
- 5 Section 2(1) does not affect the validity of any discharge and indemnity given by a person, on or in connection with an award to him of compensation for pneumoconiosis attributable to employment in the coal industry, in respect of any further claim arising from his contracting that disease.

## SCHEDULE 2

Sections 11(2) and 24(2).

### “GUIDELINES” FOR APPLICATION OF REASONABLENESS TEST

The matters to which regard is to be had in particular for the purposes of sections 6(3), 7(3) and (4), 20 and 21 are any of the following which appear to be relevant—

- (a) the strength of the bargaining positions of the parties relative to each other, taking into account (among other things) alternative means by which the customer’s requirements could have been met;
- (b) whether the customer received an inducement to agree to the term, or in accepting it had an opportunity of entering into a similar contract with other persons, but without having a similar term;
- (c) whether the customer knew or ought reasonably to have known of the existence and the extent of the term (having regard, among other things, to any custom of the trade and any previous course of dealing between the parties);
- (d) where the term excludes or restricts any relevant liability if some condition was not complied with, whether it was reasonable at the time of the contract to expect that compliance with that condition would be practicable;
- (e) whether the goods were manufactured, processed or adapted to the special order of the customer.

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<sup>X1</sup>SCHEDULE 3

Section 31(3).

AMENDMENTS OF ENACTMENTS

**Editorial Information**

- X1** The text of Sch. 3 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.

F3

**Textual Amendments**

- F3** Entries repealed by Sale of goods Act 1979 (c. 54, SIF 109:1), s. 62, Sch. 3

**Textual Amendments**

- F3** Entries repealed by Sale of goods Act 1979 (c. 54, SIF 109:1), s. 62, Sch. 3

In the <sup>M1</sup> Supply of Goods (Implied Terms ) Act 1973 as originally enacted and as substituted by the <sup>M2</sup> Consumer Credit Act 1974)—

- (a) in section 14(1) for the words from “conditional sale” to the end substitute “ a conditional sale agreement where the buyer deals as a consumer within Part I of the Unfair Contract Terms Act 1977. . . . . <sup>F4</sup> ”;
- (b) in section 15(1), in the definition of “ business”, for “local authority or statutory undertaker” substitute “ or local or public authority ”.

**Textual Amendments**

- F4** Words repealed by [Statute Law \(Repeals\) Act 1981 \(c. 19\)](#), [Sch. Pt. XII](#)

**Marginal Citations**

- M1** [1973 c. 13](#)  
**M2** [1974 c. 39](#)

**Textual Amendments**

- F4** Words repealed by [Statute Law \(Repeals\) Act 1981 \(c. 19\)](#), [Sch. Pt. XII](#)

**Marginal Citations**

- M1** [1973 c. 13](#)  
**M2** [1974 c. 39](#)

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X<sup>2</sup>SCHEDULE 4

Section 31(4).

## REPEALS

**Editorial Information**

**X2** The text of Sch. 4 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.

<b>Chapter</b>	<b>Short title</b>	<b>Extent of repeal</b>
56&57 Vict. c. 71.	Sale of Goods Act 1893.	In section 55, subsections (3) to (11). Section 55A. Section 61(6). In section 62(1) the definition of “contract for the international sale of goods”.
1962 c. 46.	Transport Act 1962.	Section 43(7).
1967 c. 45	Uniform Laws on International Sales Act 1967.	In section 1(4), the words “55and 55A”.
1972 c. 33.	Carriage by Railway Act 1972.	In section 1(1), the words from “contract for the international sale of goods” onwards.
1973 c. 13.	Supply of Goods (Implied Terms) Act 1973.	Section 5(1). Section 6. In section 7(1), the words from “contract for the international sale of goods” onwards. In section 12, subsections (2) to (9). Section 13. In section 15(1), the definition of “consumer sale”.

The repeals in sections 12 and 15 of the Supply of Goods (Implied Terms) Act 1973 shall have effect in relation to those sections as originally enacted and as substituted by the <sup>M3</sup> Consumer Credit Act 1974.

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**Marginal Citations**

**M3** [1974 c. 39](#)

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