



# Supply of Goods and Services Act 1982

## 1982 CHAPTER 29

### PART I

#### SUPPLY OF GOODS

##### *Contracts for the transfer of property in goods*

#### **1 The contracts concerned.**

- (1) In this Act [<sup>F1</sup>in its application to England and Wales and Northern Ireland]a “contract for the transfer of goods” means a contract under which one person transfers or agrees to transfer to another the property in goods, other than an excepted contract.
- (2) For the purposes of this section an excepted contract means any of the following:—
  - (a) a contract of sale of goods;
  - (b) a hire-purchase agreement;
  - (c) a contract under which the property in goods is (or is to be) transferred in exchange for trading stamps on their redemption;
  - (d) a transfer or agreement to transfer which is made by deed and for which there is no consideration other than the presumed consideration imported by the deed;
  - (e) a contract intended to operate by way of mortgage, pledge, charge or other security.
- (3) For the purposes of this Act [<sup>F1</sup>in its application to England and Wales and Northern Ireland]a contract is a contract for the transfer of goods whether or not services are also provided or to be provided under the contract, and (subject to subsection (2) above) whatever is the nature of the consideration for the transfer or agreement to transfer.

#### **Textual Amendments**

**F1** Words in s. 1(1)(3) inserted (3.1.1995) by 1994 c. 35, ss. 7, 8(2), **Sch. 2 para. 6(2)** (with s. 8(3))

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## **2 Implied terms about title, etc.**

- (1) In a contract for the transfer of goods, other than one to which subsection (3) below applies, there is an implied condition on the part of the transferor that in the case of a transfer of the property in the goods he has a right to transfer the property and in the case of an agreement to transfer the property in the goods he will have such a right at the time when the property is to be transferred.
- (2) In a contract for the transfer of goods, other than one to which subsection (3) below applies, there is also an implied warranty that—
  - (a) the goods are free, and will remain free until the time when the property is to be transferred, from any charge or encumbrance not disclosed or known to the transferee before the contract is made, and
  - (b) the transferee will enjoy quiet possession of the goods except so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) This subsection applies to a contract for the transfer of goods in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the transferor should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied warranty that all charges or encumbrances known to the transferor and not known to the transferee have been disclosed to the transferee before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied warranty that none of the following will disturb the transferee's quiet possession of the goods, namely—
  - (a) the transferor;
  - (b) in a case where the parties to the contract intend that the transferor should transfer only such title as a third person may have, that person;
  - (c) anyone claiming through or under the transferor or that third person otherwise than under a charge or encumbrance disclosed or known to the transferee before the contract is made.

## **3 Implied terms where transfer is by description.**

- (1) This section applies where, under a contract for the transfer of goods, the transferor transfers or agrees to transfer the property in the goods by description.
- (2) In such a case there is an implied condition that the goods will correspond with the description.
- (3) If the transferor transfers or agrees to transfer the property in the goods by sample as well as by description it is not sufficient that the bulk of the goods corresponds with the sample if the goods do not also correspond with the description.
- (4) A contract is not prevented from falling within subsection (1) above by reason only that, being exposed for supply, the goods are selected by the transferee.

## **4 Implied terms about quality or fitness.**

- (1) Except as provided by this section and section 5 below and subject to the provisions of any other enactment, there is no implied condition or warranty about the quality or

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fitness for any particular purpose of goods supplied under a contract for the transfer of goods.

[<sup>F2</sup>(2) Where, under such a contract, the transferor transfers the property in goods in the course of a business, there is an implied condition that the goods supplied under the contract are of satisfactory quality.

(2A) For the purposes of this section and section 5 below, goods are of satisfactory quality if they meet the standard that a reasonable person would regard as satisfactory, taking account of any description of the goods, the price (if relevant) and all the other relevant circumstances.

[ If the transferee deals as consumer, the relevant circumstances mentioned in <sup>F3</sup>(2B) subsection (2A) above include any public statements on the specific characteristics of the goods made about them by the transferor, the producer or his representative, particularly in advertising or on labelling.

(2C) A public statement is not by virtue of subsection (2B) above a relevant circumstance for the purposes of subsection (2A) above in the case of a contract for the transfer of goods, if the transferor shows that—

- (a) at the time the contract was made, he was not, and could not reasonably have been, aware of the statement,
- (b) before the contract was made, the statement had been withdrawn in public or, to the extent that it contained anything which was incorrect or misleading, it had been corrected in public, or
- (c) the decision to acquire the goods could not have been influenced by the statement.

(2D) Subsections (2B) and (2C) above do not prevent any public statement from being a relevant circumstance for the purposes of subsection (2A) above (whether or not the transferee deals as consumer) if the statement would have been such a circumstance apart from those subsections.]

<sup>F3</sup>(3) The condition implied by subsection (2) above does not extend to any matter making the quality of goods unsatisfactory—

- (a) which is specifically drawn to the transferee's attention before the contract is made,
- (b) where the transferee examines the goods before the contract is made, which that examination ought to reveal, or
- (c) where the property in the goods is transferred by reference to a sample, which would have been apparent on a reasonable examination of the sample.]

(4) Subsection (5) below applies where, under a contract for the transfer of goods, the transferor transfers the property in goods in the course of a business and the transferee, expressly or by implication, makes known—

- (a) to the transferor, or
- (b) where the consideration or part of the consideration for the transfer is a sum payable by instalments and the goods were previously sold by a credit-broker to the transferor, to that credit-broker,

any particular purpose for which the goods are being acquired.

(5) In that case there is (subject to subsection (6) below) an implied condition that the goods supplied under the contract are reasonably fit for that purpose, whether or not that is a purpose for which such goods are commonly supplied.

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- (6) Subsection (5) above does not apply where the circumstances show that the transferee does not rely, or that it is unreasonable for him to rely, on the skill or judgment of the transferor or credit-broker.
- (7) An implied condition or warranty about quality or fitness for a particular purpose may be annexed by usage to a contract for the transfer of goods.
- (8) The preceding provisions of this section apply to a transfer by a person who in the course of a business is acting as agent for another as they apply to a transfer by a principal in the course of a business, except where that other is not transferring in the course of a business and either the transferee knows that fact or reasonable steps are taken to bring it to the transferee's notice before the contract concerned is made.

<sup>F4</sup>(9) .....

#### Textual Amendments

- F2** S. 4(2)(2A)(3) substituted (3.1.1995) for s. 4(2)(3) by 1994 c. 35, ss. 7, 8(2), **Sch. 2 para. 6(3)** (with s. 8(3))
- F3** S. 4 (2B)-(2D) inserted (31.3.2003) by The Sale and Supply of Goods to Consumers Regulations 2002 (S.I. 2002/3045), **reg. 7(2)**
- F4** S. 4(9) repealed (3.1.1995) by 1994 c. 35, ss. 7, 8(2), **Sch. 2 para. 6(3)**, **Sch. 3** (with s. 8(3))

## 5 Implied terms where transfer is by sample.

- (1) This section applies where, under a contract for the transfer of goods, the transferor transfers or agrees to transfer the property in the goods by reference to a sample.
- (2) In such a case there is an implied condition—
- that the bulk will correspond with the sample in quality; and
  - that the transferee will have a reasonable opportunity of comparing the bulk with the sample; and
  - that the goods will be free from any defect, [<sup>F5</sup>making their quality unsatisfactory], which would not be apparent on reasonable examination of the sample.

<sup>F6</sup>(3) .....

- (4) For the purposes of this section a transferor transfers or agrees to transfer the property in goods by reference to a sample where there is an express or implied term to that effect in the contract concerned.

#### Textual Amendments

- F5** Words in s. 5(2)(c) substituted (3.1.1995) by 1994 c. 35, ss. 7, 8(2), **Sch. 2 para. 6(4)(a)** (with s. 8(3))
- F6** S. 5(3) repealed (3.1.1995) by 1994 c. 35, ss. 7, 8(2), **Sch. 2 para. 6(4)(b)**, **Sch.3** (with s. 8(3))

## [<sup>F7</sup>5A Modification of remedies for breach of statutory condition in non-consumer cases.

- (1) Where in the case of a contract for the transfer of goods—

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- (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, then, if the transferee does not deal as consumer, 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.]

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**Textual Amendments**

**F7** S. 5A inserted (3.1.1995) by 1994 c. 35, ss. 7, 8(2), **Sch. 2 para. 6(5)** (with s. 8(3))

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