



# Supply of Goods and Services Act 1982

## 1982 CHAPTER 29

### PART I

#### SUPPLY OF GOODS

##### *Exclusion of implied terms, etc.*

#### 11 Exclusion of implied terms, etc.

- (1) Where a right, duty or liability would arise under a [<sup>F1</sup>relevant contract for the transfer of goods] or a [<sup>F2</sup>relevant contract for the hire of goods] by implication of law, it may (subject to subsection (2) below and the 1977 Act) be negated or varied by express agreement, or by the course of dealing between the parties, or by such usage as binds both parties to the contract.
- (2) An express condition or warranty does not negative a condition or warranty implied by the preceding provisions of this Act unless inconsistent with it.
- (3) Nothing in the preceding provisions of this Act prejudices the operation of any other enactment or any rule of law whereby any condition or warranty (other than one relating to quality or fitness) is to be implied in a [<sup>F1</sup>relevant contract for the transfer of goods] or a [<sup>F2</sup>relevant contract for the hire of goods].

#### Textual Amendments

- F1** Words in Act substituted (1.10.2015) by [Consumer Rights Act 2015 \(c. 15\)](#), s. 100(5), **Sch. 1 para. 38(a)**; S.I. 2015/1630, art. 3(g) (with art. 6(1))
- F2** Words in Act substituted (1.10.2015) by [Consumer Rights Act 2015 \(c. 15\)](#), s. 100(5), **Sch. 1 para. 38(b)**; S.I. 2015/1630, art. 3(g) (with art. 6(1))

**Changes to legislation:**

There are currently no known outstanding effects for the Supply of Goods and Services Act 1982, Cross Heading: Exclusion of implied terms, etc..