



Supply of Goods and Services Act 1982

1982 CHAPTER 29

PART II **E+W+N.I.**

SUPPLY OF SERVICES

12 **The contracts concerned.** **E+W+N.I.**

- (1) In this Act a “contract for the supply of a service” means, subject to subsection (2) below, a contract under which a person (“the supplier”) agrees to carry out a service.
- (2) For the purposes of this Act, a contract of service or apprenticeship is not a contract for the supply of a service.
- (3) Subject to subsection (2) above, a contract is a contract for the supply of a service for the purposes of this Act whether or not goods are also—
 - (a) transferred or to be transferred, or
 - (b) bailed or to be bailed by way of hire,under the contract, and whatever is the nature of the consideration for which the service is to be carried out.
- (4) The Secretary of State may by order provide that one or more of sections 13 to 15 below shall not apply to services of a description specified in the order, and such an order may make different provision for different circumstances.
- (5) The power to make an order under subsection (4) above shall be exercisable by statutory instrument subject to annulment in pursuance of a resolution of either House of Parliament.

13 **Implied term about care and skill.** **E+W+N.I.**

In a contract for the supply of a service where the supplier is acting in the course of a business, there is an implied term that the supplier will carry out the service with reasonable care and skill.

Status: Point in time view as at 01/02/1991.

Changes to legislation: There are currently no known outstanding effects for the Supply of Goods and Services Act 1982, Part II. (See end of Document for details)

Modifications etc. (not altering text)

C1 S. 13 excluded by S.I. 1983/902, art. 2 and S.I. 1985/1, art. 2

14 Implied term about time for performance. E+W+N.I.

- (1) Where, under a contract for the supply of a service by a supplier acting in the course of a business, the time for the service to be carried out is not fixed by the contract, left to be fixed in a manner agreed by the contract or determined by the course of dealing between the parties, there is an implied term that the supplier will carry out the service within a reasonable time.
- (2) What is a reasonable time is a question of fact.

15 Implied term about consideration. E+W+N.I.

- (1) Where, under a contract for the supply of a service, the consideration for the service is not determined by the contract, left to be determined in a manner agreed by the contract or determined by the course of dealing between the parties, there is an implied term that the party contracting with the supplier will pay a reasonable charge.
- (2) What is a reasonable charge is a question of fact.

16 Exclusion of implied terms, etc. E+W+N.I.

- (1) Where a right, duty or liability would arise under a contract for the supply of a service by virtue of this Part of this Act, 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 term does not negative a term implied by this Part of this Act unless inconsistent with it.
- (3) Nothing in this Part of this Act prejudices—
 - (a) any rule of law which imposes on the supplier a duty stricter than that imposed by section 13 or 14 above; or
 - (b) subject to paragraph (a) above, any rule of law whereby any term not inconsistent with this Part of this Act is to be implied in a contract for the supply of a service.
- (4) This Part of this Act has effect subject to any other enactment which defines or restricts the rights, duties or liabilities arising in connection with a service of any description.

Status:

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

Changes to legislation:

There are currently no known outstanding effects for the Supply of Goods and Services Act 1982, Part II.