



Supply of Goods and Services Act 1982

1982 CHAPTER 29

^{F1}[PART IA

SUPPLY OF GOODS AS RESPECTS SCOTLAND

^{F1} Contracts for the transfer of property in goods

[11B ^{F1} Implied terms about title, etc.

- (1) In a [^{F2}relevant contract for the transfer of goods], other than one to which subsection (3) below applies, there is an implied term 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 [^{F2}relevant contract for the transfer of goods], other than one to which subsection (3) below applies, there is also an implied term 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 [^{F2}relevant 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 term 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.

Status: Point in time view as at 01/10/2015.

Changes to legislation: There are currently no known outstanding effects for the Supply of Goods and Services Act 1982, Section 11B. (See end of Document for details)

- (5) In a contract to which subsection (3) above applies there is also an implied term 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.
- (6) In section 21 of the 1977 Act after subsection (3) there is inserted the following subsection—
- “(3A) Notwithstanding anything in the foregoing provisions of this section, any term of a contract which purports to exclude or restrict liability for breach of the obligations arising under section 11B of the Supply of Goods and Services Act 1982 (implied terms about title, freedom from encumbrances and quiet possession in certain contracts for the transfer of property in goods) shall be void.””]

Textual Amendments

- F1** Pt. IA (ss. 11A-11L) with Pt. heading and cross headings inserted (3.1.1995) by 1994 c. 35, ss. 6, 8(2), [Sch. 1 para.1](#) (with s. 8(3))
- F2** 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))

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