



Supply of Goods and Services Act 1982

1982 CHAPTER 29

[^{F1}PART IA

SUPPLY OF GOODS AS RESPECTS SCOTLAND

^{F1}Contracts for the hire of goods

[11J ^{F1}Implied terms about quality or fitness.

- (1) Except as provided by this section and section 11K below and subject to the provisions of any other enactment, there is no implied term about the quality or fitness for any particular purpose of goods hired under a contract for the hire of goods.
- (2) Where, under such a contract, the supplier hires goods in the course of a business, there is an implied term that the goods supplied under the contract are of satisfactory quality.
- (3) For the purposes of this section and section 11K 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 consideration for the hire (if relevant) and all the other relevant circumstances.

[If the contract for the hire of goods is a consumer contract, the relevant circumstances ^{F2}(3A) mentioned in subsection (3) above include any public statements on the specific characteristics of the goods made about them by the hirer, the producer or his representative, particularly in advertising or on labelling.

- (3B) A public statement is not by virtue of subsection (3A) above a relevant circumstance for the purposes of subsection (3) above in the case of a contract for the hire of goods, if the hirer shows that—
- (a) at the time the contract was made, he was not, and could not reasonably have been, aware of the statement,
 - (b) by the time the contract was made, the statement had been withdrawn in public or, to the extent that it contained anything which was incorrect or misleading, it had been corrected in public, or

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- (c) the decision to acquire the goods could not have been influenced by the statement.
- (3C) Subsections (3A) and (3B) above do not prevent any public statement from being a relevant circumstance for the purposes of subsection (3) above (whether or not the contract for the hire of goods is a consumer contract) if the statement would have been such a circumstance apart from those subsections.]
- ^{F2}(4) The term implied by subsection (2) above does not extend to any matter making the quality of goods unsatisfactory—
- (a) which is specifically drawn to the attention of the person to whom the goods are hired before the contract is made, or
 - (b) where that person examines the goods before the contract is made, which that examination ought to reveal; or
 - (c) where the goods are hired by reference to a sample, which would have been apparent on reasonable examination of the sample.
- (5) Subsection (6) below applies where, under a contract for the hire of goods, the supplier hires goods in the course of a business and the person to whom the goods are hired, expressly or by implication, makes known—
- (a) to the supplier in the course of negotiations conducted by him in relation to the making of the contract; or
 - (b) to a credit-broker in the course of negotiations conducted by that broker in relation to goods sold by him to the supplier before forming the subject matter of the contract,
- any particular purpose for which the goods are being hired.
- (6) In that case there is (subject to subsection (7) below) an implied term 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.
- (7) Subsection (6) above does not apply where the circumstances show that the person to whom the goods are hired does not rely, or that it is unreasonable for him to rely, on the skill or judgment of the hirer or credit-broker.
- (8) An implied term about quality or fitness for a particular purpose may be annexed by usage to a contract for the hire of goods.
- (9) The preceding provisions of this section apply to a hire by a person who in the course of a business is acting as agent for another as they apply to a hire by a principal in the course of a business, except where that other is not hiring in the course of a business and either the person to whom the goods are hired knows that fact or reasonable steps are taken to bring it to that person's notice before the contract concerned is made.

[For the purposes of this section, “consumer contract” has the same meaning as in ^{F3}(10) section 11F(3) above. ^{F3}]

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** [S. 11J \(3A\)-\(3C\)](#) inserted (31.3.2003) by The Sale and Supply of Goods to [Consumers Regulations 2002 \(S.I. 2002/3045\)](#) {reg. 11(2)}

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F3 [S. 11J\(10\)](#) inserted (31.3.2003) by The Sale and Supply of Goods to Consumers Regulations 2002 (S.I. 2002/3045, [reg. 11\(3\)](#))

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Changes to legislation:

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