

Supply of Goods and Services Act 1982

1982 CHAPTER 29

PART I

SUPPLY OF GOODS

Contracts for the hire of goods

7 Implied terms about right to transfer possession, etc.

- (1) In a [^{F1}relevant contract for the hire of goods] there is an implied condition on the part of the bailor that in the case of a bailment he has a right to transfer possession of the goods by way of hire for the period of the bailment and in the case of an agreement to bail he will have such a right at the time of the bailment.
- (2) In a [^{F1}relevant contract for the hire of goods] there is also an implied warranty that the bailee will enjoy quiet possession of the goods for the period of the bailment except so far as the possession may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance disclosed or known to the bailee before the contract is made.
- (3) The preceding provisions of this section do not affect the right of the bailor to repossess the goods under an express or implied term of the contract.

Textual Amendments

F1 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, Section 7.