

*Status: Point in time view as at 01/06/2019.*

*Changes to legislation: Consumer Rights Act 2015, Cross Heading: Unfair Contract Terms Act 1977 (c. 50) is up to date with all changes known to be in force on or before 16 September 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

## SCHEDULES

### SCHEDULE 4

#### AMENDMENTS CONSEQUENTIAL ON PART 2

##### *Unfair Contract Terms Act 1977 (c. 50)*

2 The Unfair Contract Terms Act 1977 is amended as follows.

##### **Commencement Information**

- I1** Sch. 4 para. 2 in force at 1.10.2015 for specified purposes by S.I. 2015/1630, art. 3(g) (with art. 6(1))
- I2** Sch. 4 para. 2 in force at 1.10.2016 in so far as not already in force by S.I. 2015/1630, art. 4(c) (with art. 6(2)) (as amended by S.I. 2016/484, art. 2)

3 In section 1(2) (scope of Part 1) for “to 4” substitute “, 3”.

##### **Commencement Information**

- I3** Sch. 4 para. 3 in force at 1.10.2015 for specified purposes by S.I. 2015/1630, art. 3(g) (with art. 6(1))
- I4** Sch. 4 para. 3 in force at 1.10.2016 in so far as not already in force by S.I. 2015/1630, art. 4(c) (with art. 6(2)) (as amended by S.I. 2016/484, art. 2)

4 In section 2 (negligence liability), after subsection (3) insert—

- “(4) This section does not apply to—
- (a) a term in a consumer contract, or
  - (b) a notice to the extent that it is a consumer notice,
- (but see the provision made about such contracts and notices in sections 62 and 65 of the Consumer Rights Act 2015).”

##### **Commencement Information**

- I5** Sch. 4 para. 4 in force at 1.10.2015 for specified purposes by S.I. 2015/1630, art. 3(g) (with art. 6(1))
- I6** Sch. 4 para. 4 in force at 1.10.2016 in so far as not already in force by S.I. 2015/1630, art. 4(c) (with art. 6(2)) (as amended by S.I. 2016/484, art. 2)

5 (1) Section 3 (liability arising in contract) is amended as follows.

(2) In subsection (1) omit “as consumer or”.

(3) After subsection (2) insert—

- “(3) This section does not apply to a term in a consumer contract (but see the provision made about such contracts in section 62 of the Consumer Rights Act 2015).”

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#### Commencement Information

- I7** Sch. 4 para. 5 in force at 1.10.2015 for specified purposes by S.I. 2015/1630, art. 3(g) (with art. 6(1))  
**I8** Sch. 4 para. 5 in force at 1.10.2016 in so far as not already in force by S.I. 2015/1630, art. 4(c) (with art. 6(2)) (as amended by S.I. 2016/484, art. 2)

6 Omit section 4 (unreasonable indemnity clauses).

#### Commencement Information

- I9** Sch. 4 para. 6 in force at 1.10.2015 for specified purposes by S.I. 2015/1630, art. 3(g) (with art. 6(1))  
**I10** Sch. 4 para. 6 in force at 1.10.2016 in so far as not already in force by S.I. 2015/1630, art. 4(c) (with art. 6(2)) (as amended by S.I. 2016/484, art. 2)

7 Omit section 5 (“guarantee” of consumer goods).

#### Commencement Information

- I11** Sch. 4 para. 7 in force at 1.10.2015 by S.I. 2015/1630, art. 3(g) (with art. 6(1))

8 (1) Section 6 (sale and hire-purchase) is amended as follows.

(2) After subsection (1) insert—

“(1A) Liability for breach of the obligations arising from—

- (a) section 13, 14 or 15 of the 1979 Act (seller's implied undertakings as to conformity of goods with description or sample, or as to their quality or fitness for a particular purpose);  
 (b) section 9, 10 or 11 of the 1973 Act (the corresponding things in relation to hire purchase),

cannot be excluded or restricted by reference to a contract term except in so far as the term satisfies the requirement of reasonableness.”

(3) Omit subsections (2) and (3).

(4) After subsection (4) insert—

“(5) This section does not apply to a consumer contract (but see the provision made about such contracts in section 31 of the Consumer Rights Act 2015).”

#### Commencement Information

- I12** Sch. 4 para. 8 in force at 1.10.2015 by S.I. 2015/1630, art. 3(g) (with art. 6(1))

9 (1) Section 7 (miscellaneous contracts under which goods pass) is amended as follows.

(2) After subsection (1) insert—

“(1A) Liability in respect of the goods' correspondence with description or sample, or their quality or fitness for any particular purpose, cannot be excluded or restricted by reference to such a term except in so far as the term satisfies the requirement of reasonableness.”

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(3) Omit subsections (2) and (3).

(4) After subsection (4) insert—

“(4A) This section does not apply to a consumer contract (but see the provision made about such contracts in section 31 of the Consumer Rights Act 2015).”

**Commencement Information**

**I13** Sch. 4 para. 9 in force at 1.10.2015 by S.I. 2015/1630, art. 3(g) (with art. 6(1))

10 Omit section 9 (effect of breach of contract).

**Commencement Information**

**I14** Sch. 4 para. 10 in force at 1.10.2015 for specified purposes by S.I. 2015/1630, art. 3(g) (with art. 6(1))

**I15** Sch. 4 para. 10 in force at 1.10.2016 in so far as not already in force by S.I. 2015/1630, art. 4(c) (with art. 6(2)) (as amended by S.I. 2016/484, art. 2)

11 Omit section 12 (“dealing as consumer”).

**Commencement Information**

**I16** Sch. 4 para. 11 in force at 1.10.2015 for specified purposes by S.I. 2015/1630, art. 3(g) (with art. 6(1))

**I17** Sch. 4 para. 11 in force at 1.10.2016 in so far as not already in force by S.I. 2015/1630, art. 4(c) (with art. 6(2)) (as amended by S.I. 2016/484, art. 2)

12 In section 13(1) (varieties of exemption clauses) for “and 5 to” substitute “, 6 and”.

**Commencement Information**

**I18** Sch. 4 para. 12 in force at 1.10.2015 for specified purposes by S.I. 2015/1630, art. 3(g) (with art. 6(1))

**I19** Sch. 4 para. 12 in force at 1.10.2016 in so far as not already in force by S.I. 2015/1630, art. 4(c) (with art. 6(2)) (as amended by S.I. 2016/484, art. 2)

13 In section 14 (interpretation of Part 1), at the appropriate places insert—

““consumer contract” has the same meaning as in the Consumer Rights Act 2015 (see section 61);”;

““consumer notice” has the same meaning as in the Consumer Rights Act 2015 (see section 61);”.

**Commencement Information**

**I20** Sch. 4 para. 13 in force at 1.10.2015 for specified purposes by S.I. 2015/1630, art. 3(g) (with art. 6(1))

**I21** Sch. 4 para. 13 in force at 1.10.2016 in so far as not already in force by S.I. 2015/1630, art. 4(c) (with art. 6(2)) (as amended by S.I. 2016/484, art. 2)

14 (1) Section 15 (scope of Part 2) is amended as follows.

(2) In subsection (2) for “to 18” substitute “ and 17 ”.

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(3) In subsection (3)—

- (a) for “to 18” substitute “ and 17 ”, and
- (b) in paragraph (b) omit sub-paragraph (ii) and the “or” preceding it.

**Commencement Information**

**I22** Sch. 4 para. 14 in force at 1.10.2015 for specified purposes by S.I. 2015/1630, art. 3(g) (with art. 6(1))

**I23** Sch. 4 para. 14 in force at 1.10.2016 in so far as not already in force by S.I. 2015/1630, art. 4(c) (with art. 6(2)) (as amended by S.I. 2016/484, art. 2)

15 In section 16 (liability for breach of duty), after subsection (3) insert—

“(4) This section does not apply to—

- (a) a term in a consumer contract, or
- (b) a notice to the extent that it is a consumer notice,

(but see the provision made about such contracts and notices in sections 62 and 65 of the Consumer Rights Act 2015).”

**Commencement Information**

**I24** Sch. 4 para. 15 in force at 1.10.2015 for specified purposes by S.I. 2015/1630, art. 3(g) (with art. 6(1))

**I25** Sch. 4 para. 15 in force at 1.10.2016 in so far as not already in force by S.I. 2015/1630, art. 4(c) (with art. 6(2)) (as amended by S.I. 2016/484, art. 2)

16 (1) Section 17 (control of unreasonable exemptions in consumer or standard form contracts) is amended as follows.

(2) In the heading omit “consumer or”.

(3) In subsection (1)—

- (a) omit “a consumer contract or”,
- (b) in paragraph (a) omit “consumer or”, and
- (c) in paragraph (b) omit “consumer or”.

(4) After subsection (2) insert—

“(3) This section does not apply to a term in a consumer contract (but see the provision made about such contracts in section 62 of the Consumer Rights Act 2015).”

**Commencement Information**

**I26** Sch. 4 para. 16 in force at 1.10.2015 for specified purposes by S.I. 2015/1630, art. 3(g) (with art. 6(1))

**I27** Sch. 4 para. 16 in force at 1.10.2016 in so far as not already in force by S.I. 2015/1630, art. 4(c) (with art. 6(2)) (as amended by S.I. 2016/484, art. 2)

17 Omit section 18 (unreasonable indemnity clauses in consumer contracts).

**Commencement Information**

**I28** Sch. 4 para. 17 in force at 1.10.2015 for specified purposes by S.I. 2015/1630, art. 3(g) (with art. 6(1))

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**I29** Sch. 4 para. 17 in force at 1.10.2016 in so far as not already in force by S.I. 2015/1630, art. 4(c) (with art. 6(2)) (as amended by S.I. 2016/484, art. 2)

18 Omit section 19 (“guarantee” of consumer goods).

#### Commencement Information

**I30** Sch. 4 para. 18 in force at 1.10.2015 by S.I. 2015/1630, art. 3(g) (with art. 6(1))

19 (1) Section 20 (obligations implied by law in sale and hire-purchase contracts) is amended as follows.

(2) After subsection (1) insert—

“(1A) Any term of a contract which purports to exclude or restrict liability for breach of the obligations arising from—

- (a) section 13, 14 or 15 of the 1979 Act (seller's implied undertakings as to conformity of goods with description or sample, or as to their quality or fitness for a particular purpose);
- (b) section 9, 10 or 11 of the 1973 Act (the corresponding things in relation to hire purchase),

shall have effect only if it was fair and reasonable to incorporate the term in the contract.

(1B) This section does not apply to a consumer contract (but see the provision made about such contracts in section 31 of the Consumer Rights Act 2015).”

(3) Omit subsection (2).

#### Commencement Information

**I31** Sch. 4 para. 19 in force at 1.10.2015 by S.I. 2015/1630, art. 3(g) (with art. 6(1))

20 (1) Section 21 (obligations implied by law in other contracts for the supply of goods) is amended as follows.

(2) In subsection (1), for paragraphs (a) and (b) substitute “ such as is referred to in subsection (3) below shall have no effect if it was not fair and reasonable to incorporate the term in the contract. ”

(3) In subsection (2)(b) omit “unless it is a consumer contract (and then only in favour of the consumer)”.

(4) After subsection (3A) insert—

“(3B) This section does not apply to a consumer contract (but see the provision made about such contracts in section 31 of the Consumer Rights Act 2015).”

#### Commencement Information

**I32** Sch. 4 para. 20 in force at 1.10.2015 by S.I. 2015/1630, art. 3(g) (with art. 6(1))

21 Omit section 22 (consequence of breach of contract).

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- I33** Sch. 4 para. 21 in force at 1.10.2015 for specified purposes by S.I. 2015/1630, art. 3(g) (with art. 6(1))  
**I34** Sch. 4 para. 21 in force at 1.10.2016 in so far as not already in force by S.I. 2015/1630, art. 4(c) (with art. 6(2)) (as amended by S.I. 2016/484, art. 2)

22 (1) Section 25 (interpretation of Part 2) is amended as follows.

(2) In subsection (1)—

- (a) omit the definition of “consumer”,  
 (b) for the definition of “consumer contract” substitute—

““consumer contract” has the same meaning as in the Consumer Rights Act 2015 (see section 61);”, and

(c) at the appropriate place insert—

““consumer notice” has the same meaning as in the Consumer Rights Act 2015 (see section 61);”.

(3) Omit subsections (1A) and (1B).

(4) In subsection (5), for “and 16 and 19 to” substitute “ , 16, 20 and ”.

#### Commencement Information

- I35** Sch. 4 para. 22 in force at 1.10.2015 for specified purposes by S.I. 2015/1630, art. 3(g) (with art. 6(1))  
**I36** Sch. 4 para. 22 in force at 1.10.2016 in so far as not already in force by S.I. 2015/1630, art. 4(c) (with art. 6(2)) (as amended by S.I. 2016/484, art. 2)

23 In section 26(2) (international supply contracts) omit “or 4”.

#### Commencement Information

- I37** Sch. 4 para. 23 in force at 1.10.2015 for specified purposes by S.I. 2015/1630, art. 3(g) (with art. 6(1))  
**I38** Sch. 4 para. 23 in force at 1.10.2016 in so far as not already in force by S.I. 2015/1630, art. 4(c) (with art. 6(2)) (as amended by S.I. 2016/484, art. 2)

24 (1) Section 27 (choice of law clauses) is amended as follows.

(2) In subsection (2)—

- (a) omit “(either or both)”, and  
 (b) omit paragraph (b) and the “or” preceding it.

(3) Omit subsection (3).

#### Commencement Information

- I39** Sch. 4 para. 24 in force at 1.10.2015 for specified purposes by S.I. 2015/1630, art. 3(g) (with art. 6(1))  
**I40** Sch. 4 para. 24 in force at 1.10.2016 in so far as not already in force by S.I. 2015/1630, art. 4(c) (with art. 6(2)) (as amended by S.I. 2016/484, art. 2)

25 Omit section 28 (temporary provision for sea carriage of passengers).

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- I41** Sch. 4 para. 25 in force at 1.10.2015 for specified purposes by S.I. 2015/1630, art. 3(g) (with art. 6(1))  
**I42** Sch. 4 para. 25 in force at 1.10.2016 in so far as not already in force by S.I. 2015/1630, art. 4(c) (with art. 6(2)) (as amended by S.I. 2016/484, art. 2)

- 26 (1) Schedule 1 (scope of sections 2 to 4 and 7) is amended as follows.
- (2) In the heading, for “to 4” substitute “, 3”.
- (3) In paragraph 1, for “to 4” substitute “ and 3”.
- (4) In paragraph 2—
- (a) for “to 4” substitute “, 3”, and
- (b) omit “except in favour of a person dealing as consumer”.
- (5) In paragraph 3—
- (a) for “, 3 and 4” substitute “ and 3”, and
- (b) omit “, except in favour of a person dealing as consumer”.

#### Commencement Information

- I43** Sch. 4 para. 26 in force at 1.10.2015 for specified purposes by S.I. 2015/1630, art. 3(g) (with art. 6(1))  
**I44** Sch. 4 para. 26 in force at 1.10.2016 in so far as not already in force by S.I. 2015/1630, art. 4(c) (with art. 6(2)) (as amended by S.I. 2016/484, art. 2)

- 27 In Schedule 2 (“guidelines” for application of reasonableness test), for “6(3), 7(3) and (4),” substitute “ 6(1A), 7(1A) and (4),”.

#### Commencement Information

- I45** Sch. 4 para. 27 in force at 1.10.2015 for specified purposes by S.I. 2015/1630, art. 3(g) (with art. 6(1))  
**I46** Sch. 4 para. 27 in force at 1.10.2016 in so far as not already in force by S.I. 2015/1630, art. 4(c) (with art. 6(2)) (as amended by S.I. 2016/484, art. 2)

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