Consumer Rights Act 2015

2015 CHAPTER 15

PART 2

UNFAIR TERMS

What are the general rules about fairness of contract terms and notices?

64   Exclusion from assessment of fairness

(1) A term of a consumer contract may not be assessed for fairness under section 62 to the extent that—

    (a)   it specifies the main subject matter of the contract, or

    (b)   the assessment is of the appropriateness of the price payable under the contract by comparison with the goods, digital content or services supplied under it.

(2) Subsection (1) excludes a term from an assessment under section 62 only if it is transparent and prominent.

(3) A term is transparent for the purposes of this Part if it is expressed in plain and intelligible language and (in the case of a written term) is legible.

(4) A term is prominent for the purposes of this section if it is brought to the consumer's attention in such a way that an average consumer would be aware of the term.

(5) In subsection (4) "average consumer" means a consumer who is reasonably well-informed, observant and circumspect.

(6) This section does not apply to a term of a contract listed in Part 1 of Schedule 2.

Commencement Information

I1   S. 64 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(c)** (with art. 6(1))

Status:
Point in time view as at 31/12/2020.

Changes to legislation:
Consumer Rights Act 2015, Section 64 is up to date with all changes known to be in force on or before 05 August 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.