



# Unfair Contract Terms Act 1977

## 1977 CHAPTER 50

### PART II

#### AMENDMENT OF LAW FOR SCOTLAND

#### **17 Control of unreasonable exemptions in consumer or standard form contracts.**

- (1) Any term of a contract which is a consumer contract or a standard form contract shall have no effect for the purpose of enabling a party to the contract—
- (a) who is in breach of a contractual obligation, to exclude or restrict any liability of his to the consumer or customer in respect of the breach;
  - (b) in respect of a contractual obligation, to render no performance, or to render a performance substantially different from that which the consumer or customer reasonably expected from the contract;
- if it was not fair and reasonable to incorporate the term in the contract.
- (2) In this section “customer” means a party to a standard form contract who deals on the basis of written standard terms of business of the other party to the contract who himself deals in the course of a business.

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#### **Modifications etc. (not altering text)**

- C1** S. 17(1)(b) extended (1.11.1998 and 1.7.1999 in relation to certain contracts and 7.8.2002 insofar as not then in force) by 1998 c. 20, s. 14(2) (with s. 12); S.I. 1998/2479, arts. 2, 3; S.I. 1999/1816, art. 3(1); S.S.I. 2002/337, art. 2

**Status:**

Point in time view as at 01/02/1991. This version of this provision has been superseded.

**Changes to legislation:**

There are currently no known outstanding effects for the Unfair Contract Terms Act 1977, Section 17.