



Unfair Contract Terms Act 1977

1977 CHAPTER 50

PART II

AMENDMENT OF LAW FOR SCOTLAND

21 Obligations implied by law in other contracts for the supply of goods.

- (1) Any term of a contract to which this section applies purporting to exclude or restrict liability for breach of an obligation^[F1] 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.]
- (2) This section applies to any contract to the extent that it relates to any such matter as is referred to in section 15(2)(a) of this Act, but does not apply to—
 - (a) a contract of sale of goods or a hire-purchase agreement; or
 - (b) a charterparty of a ship or hovercraft ^{F2}....
- (3) An obligation referred to in this subsection is an obligation incurred under a contract in the course of a business and arising by implication of law from the nature of the contract which relates—
 - (a) to the correspondence of goods with description or sample, or to the quality or fitness of goods for any particular purpose; or
 - (b) to any right to transfer ownership or possession of goods, or to the enjoyment of quiet possession of goods.

[^{F3}(3A) Notwithstanding anything in the foregoing provisions of this section, any term of a contract which purports to exclude or restrict liability for breach of the obligations arising under section 11B of the Supply of Goods and Services Act 1982 (implied terms about title, freedom from encumbrances and quiet possession in certain contracts for the transfer of property in goods) shall be void.]

[^{F4}(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).]

- (4) ^{F5}

Changes to legislation: There are currently no known outstanding effects for the Unfair Contract Terms Act 1977, Section 21. (See end of Document for details)

Textual Amendments

- F1** Words in s. 21(1) substituted for s. 21(1)(a)(b) (1.10.2015) by [Consumer Rights Act 2015 \(c. 15\)](#) , s. 100(5) , [Sch. 4 para. 20\(2\)](#) ; S.I. 2015/1630 , art. 3(g) (with art. 6(1))
- F2** Words in s. 21(2)(b) omitted (1.10.2015) by virtue of [Consumer Rights Act 2015 \(c. 15\)](#) , s. 100(5) , [Sch. 4 para. 20\(3\)](#) ; S.I. 2015/1630 , art. 3(g) (with art. 6(1))
- F3** S. 21(3A) inserted (3.1.1995) by 1982 c. 29 , [Pt. I A](#) (as inserted (3.1.1995) by 1994 c. 35 , ss. 6 , 8(2) (3) , [Sch. 1 para.1](#))
- F4** S. 21(3B) inserted (1.10.2015) by [Consumer Rights Act 2015 \(c. 15\)](#) , s. 100(5) , [Sch. 4 para. 20\(4\)](#) ; S.I. 2015/1630 , art. 3(g) (with art. 6(1))
- F5** S. 21(4) repealed (6.4.2005) by [The Regulatory Reform \(Trading Stamps\) Order 2005 \(S.I. 2005/871\)](#) , art. 6 , [Sch.](#)

Changes to legislation:

There are currently no known outstanding effects for the Unfair Contract Terms Act 1977, Section 21.