



Supply of Goods and Services Act 1982

1982 CHAPTER 29

PART I

SUPPLY OF GOODS

Contracts for the hire of goods

9 Implied terms about quality or fitness.

(1) Except as provided by this section and section 10 below and subject to the provisions of any other enactment, there is no implied condition or warranty about the quality or fitness for any particular purpose of goods bailed under a [^{F1}relevant contract for the hire of goods].

[^{F2}(2) Where, under such a contract, the bailor bails goods in the course of a business, there is an implied condition that the goods supplied under the contract are of satisfactory quality.

(2A) For the purposes of this section and section 10 below, goods are of satisfactory quality if they meet the standard that a reasonable person would regard as satisfactory, taking account of any description of the goods, the consideration for the bailment (if relevant) and all the other relevant circumstances.

^{F3}(2B)

^{F3}(2C)

^{F3}(2D)

(3) The condition implied by subsection (2) above does not extend to any matter making the quality of goods unsatisfactory—

(a) which is specifically drawn to the bailee's attention before the contract is made,

(b) where the bailee examines the goods before the contract is made, which that examination ought to reveal, or

Changes to legislation: There are currently no known outstanding effects for the Supply of Goods and Services Act 1982, Section 9. (See end of Document for details)

- (c) where the goods are bailed by reference to a sample, which would have been apparent on a reasonable examination of the sample.]
- (4) Subsection (5) below applies where, under a [^{F1}relevant contract for the hire of goods], the bailor bails goods in the course of a business and the bailee, expressly or by implication, makes known—
- (a) to the bailor in the course of negotiations conducted by him in relation to the making of the contract, or
 - (b) to a credit-broker in the course of negotiations conducted by that broker in relation to goods sold by him to the bailor before forming the subject matter of the contract,
- any particular purpose for which the goods are being bailed.
- (5) In that case there is (subject to subsection (6) below) an implied condition that the goods supplied under the contract are reasonably fit for that purpose, whether or not that is a purpose for which such goods are commonly supplied.
- (6) Subsection (5) above does not apply where the circumstances show that the bailee does not rely, or that it is unreasonable for him to rely, on the skill or judgment of the bailor or credit-broker.
- (7) An implied condition or warranty about quality or fitness for a particular purpose may be annexed by usage to a [^{F1}relevant contract for the hire of goods].
- (8) The preceding provisions of this section apply to a bailment by a person who in the course of a business is acting as agent for another as they apply to a bailment by a principal in the course of a business, except where that other is not bailing in the course of a business and either the bailee knows that fact or reasonable steps are taken to bring it to the bailee's notice before the contract concerned is made.

^{F4}(9)

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))
- F2** S. 9(2)(2A)(3) substituted (3.1.1995) for s. 9(2)(3) by [1994 c. 35](#), ss. 7, 8(2), **Sch. 2 para. 6(7)** (with s. 8(3))
- F3** S. 9(2B)-(2D) omitted (1.10.2015) by virtue of [Consumer Rights Act 2015 \(c. 15\)](#), s. 100(5), **Sch. 1 para. 43**; [S.I. 2015/1630](#), art. 3(g) (with art. 6(1))
- F4** S. 9(9) repealed (3.1.1995) by [1994 c. 35](#), ss. 7, 8(2), **Sch. 2 para. 6(7)**, **Sch. 3** (with s. 8(3))

Changes to legislation:

There are currently no known outstanding effects for the Supply of Goods and Services Act 1982, Section 9.