

## SCHEDULES

### SCHEDULE 3

#### ENFORCEMENT OF THE LAW ON UNFAIR CONTRACT TERMS AND NOTICES

##### *Application for injunction or interdict*

- 3 (1) A regulator may apply for an injunction or (in Scotland) an interdict against a person if the regulator thinks that—
- (a) the person is using, or proposing or recommending the use of, a term or notice to which this Schedule applies, and
  - (b) the term or notice falls within any one or more of sub-paragraphs (2), (3) or (5).
- (2) A term or notice falls within this sub-paragraph if it purports to exclude or restrict liability of the kind mentioned in—
- (a) section 31 (exclusion of liability: goods contracts),
  - (b) section 47 (exclusion of liability: digital content contracts),
  - (c) section 57 (exclusion of liability: services contracts), or
  - (d) section 65(1) (business liability for death or personal injury resulting from negligence).
- (3) A term or notice falls within this sub-paragraph if it is unfair to any extent.
- (4) A term within paragraph 1(1)(b) or (c) (but not within paragraph 1(1)(a)) is to be treated for the purposes of section 62(4) and (5) (assessment of fairness) as if it were a term of a contract.
- (5) A term or notice falls within this sub-paragraph if it breaches section 68 (requirement for transparency).
- (6) A regulator may apply for an injunction or interdict under this paragraph in relation to a term or notice whether or not it has received a relevant complaint about the term or notice.