

Status: Point in time view as at 01/10/2015.

Changes to legislation: There are currently no known outstanding effects for the Unfair Contract Terms Act 1977, SCHEDULE 1. (See end of Document for details)

SCHEDULES

SCHEDULE 1

Section 1(2).

SCOPE OF SECTIONS 2 [F1, 3] AND 7

Textual Amendments

- F1** Words in [Sch. 1](#) substituted (1.10.2015 for specified purposes, 1.10.2016 in so far as not already in force) by [Consumer Rights Act 2015 \(c. 15\)](#), s. 100(5), [Sch. 4 para. 26\(2\)](#); S.I. 2015/1630, arts. 3(g), 4(c) (with art. 6(1)(2))

- 1 Sections 2 [F2 and 3] of this Act do not extend to—
- (a) any contract of insurance (including a contract to pay an annuity on human life);
 - (b) any contract so far as it relates to the creation or transfer of an interest in land, or to the termination of such an interest, whether by extinction, merger, surrender, forfeiture or otherwise;
 - (c) any contract so far as it relates to the creation or transfer of a right or interest in any patent, trade mark, copyright [F3 or design right], registered design, technical or commercial information or other intellectual property, or relates to the termination of any such right or interest;
 - (d) any contract so far as it relates—
 - (i) to the formation or dissolution of a company (which means any body corporate or unincorporated association and includes a partnership), or
 - (ii) to its constitution or the rights or obligations of its corporators or members;
 - (e) any contract so far as it relates to the creation or transfer of securities or of any right or interest in securities.
 - [F4(f) anything that is governed by Article 6 of Regulation (EU) No 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No 2006/2004 .]

Textual Amendments

- F2** Words in [Sch. 1 para. 1](#) substituted (1.10.2015 for specified purposes, 1.10.2016 in so far as not already in force) by [Consumer Rights Act 2015 \(c. 15\)](#), s. 100(5), [Sch. 4 para. 26\(3\)](#); S.I. 2015/1630, arts. 3(g), 4(c) (with art. 6(1)(2))
- F3** Words inserted by [Copyright, Designs and Patents Act 1988 \(c. 48, SIF 67A\)](#), s. 303(1), [Sch. 7 para. 24](#)
- F4** [Sch. 1 para. 1\(f\)](#) inserted (E.W.S.) (19.8.2013) by [The Rights of Passengers in Bus and Coach Transport \(Exemptions and Enforcement\) Regulations 2013 \(S.I. 2013/1865\)](#), regs. 1(1), [13\(5\)](#)

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Modifications etc. (not altering text)

- C1** Sch. 1 para. 1(c) extended by Patents, Designs and Marks Act 1986 (c. 39, SIF 67A), ss. 2(3), 4(7), **Sch. para. 1(2)(f)**
- C2** Sch. 1 para. 1(c) extended by S.I. 1987/1497, reg. 9(2), **sch. 2**Sch. 1 para. 1(c) amended (31.10.1994) by 1994 c. 26, s. 106(1), **Sch. 4 para. 1(1)(2)**; S.I. 1994/2550, **art.2**

- 2 Section 2(1) extends to—
- (a) any contract of marine salvage or towage;
 - (b) any charterparty of a ship or hovercraft; and
 - (c) any contract for the carriage of goods by ship or hovercraft;
- but subject to this sections 2 ^{F5}, 3] and 7 do not extend to any such contract ^{F6}....

Textual Amendments

- F5** Word in **Sch. 1 para. 2** substituted (1.10.2015 for specified purposes, 1.10.2016 in so far as not already in force) by **Consumer Rights Act 2015 (c. 15)**, s. 100(5), **Sch. 4 para. 26(4)(a)**; S.I. 2015/1630, arts. 3(g), 4(c) (with art. 6(1)(2))
- F6** Words in **Sch. 1 para. 2** omitted (1.10.2015 for specified purposes, 1.10.2016 in so far as not already in force) by virtue of **Consumer Rights Act 2015 (c. 15)**, s. 100(5), **Sch. 4 para. 26(4)(b)**; S.I. 2015/1630, arts. 3(g), 4(c) (with art. 6(1)(2))

- 3 Where goods are carried by ship or hovercraft in pursuance of a contract which either—
- (a) specifies that as the means of carriage over part of the journey to be covered, or
 - (b) makes no provision as to the means of carriage and does not exclude that means,
- then sections 2(2)^{F7} and 3] do not^{F8}... extend to the contract as it operates for and in relation to the carriage of the goods by that means.

Textual Amendments

- F7** Words in **Sch. 1 para. 3** substituted (1.10.2015 for specified purposes, 1.10.2016 in so far as not already in force) by **Consumer Rights Act 2015 (c. 15)**, s. 100(5), **Sch. 4 para. 26(5)(a)**; S.I. 2015/1630, arts. 3(g), 4(c) (with art. 6(1)(2))
- F8** Words in **Sch. 1 para. 3** omitted (1.10.2015 for specified purposes, 1.10.2016 in so far as not already in force) by virtue of **Consumer Rights Act 2015 (c. 15)**, s. 100(5), **Sch. 4 para. 26(5)(b)**; S.I. 2015/1630, arts. 3(g), 4(c) (with art. 6(1)(2))

- 4 Section 2(1) and (2) do not extend to a contract of employment, except in favour of the employee.
- 5 Section 2(1) does not affect the validity of any discharge and indemnity given by a person, on or in connection with an award to him of compensation for pneumoconiosis attributable to employment in the coal industry, in respect of any further claim arising from his contracting that disease.

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