



Unfair Contract Terms Act 1977

1977 CHAPTER 50

PART I **E+W+N.I.**

AMENDMENT OF LAW FOR ENGLAND AND WALES AND NORTHERN IRELAND

Introductory

1 Scope of Part I. **E+W+N.I.**

- (1) For the purposes of this Part of this Act, “negligence” means the breach—
- of any obligation, arising from the express or implied terms of a contract, to take reasonable care or exercise reasonable skill in the performance of the contract;
 - of any common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty);
 - of the common duty of care imposed by the ^{M1} Occupiers’ Liability Act 1957 or the ^{M2} Occupiers’ Liability Act (Northern Ireland) 1957.

^{F1}(2) This Part of this Act is subject to Part III; and in relation to contracts, the operation of sections 2 [^{F1}, 3] and 7 is subject to the exceptions made by Schedule 1.

- (3) In the case of both contract and tort, sections 2 to 7 apply (except where the contrary is stated in section 6(4)) only to business liability, that is liability for breach of obligations or duties arising—
- from things done or to be done by a person in the course of a business (whether his own business or another’s); or
 - from the occupation of premises used for business purposes of the occupier;
- and references to liability are to be read accordingly [^{F2}but liability of an occupier of premises for breach of an obligation or duty towards a person obtaining access to the premises for recreational or educational purposes, being liability for loss or damage suffered by reason of the dangerous state of the premises, is not a business liability of the occupier unless granting that person such access for the purposes concerned falls within the business purposes of the occupier].

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

- (4) In relation to any breach of duty or obligation, it is immaterial for any purpose of this Part of this Act whether the breach was inadvertent or intentional, or whether liability for it arises directly or vicariously.

Annotations:

Amendments (Textual)

- F1** Words in s. 1(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. 3](#); [S.I. 2015/1630](#), arts. 3(g), 4(c) (with [art. 6\(1\)\(2\)](#))
- F2** Words added by [Occupiers' Liability Act 1984 \(c. 3, SIF 122:2\)](#), [s. 2 \(E.W.\)](#) and by the [Occupiers' Liability \(Northern Ireland\) Order 1987 S.I. 1987/1280 \(N.I.15\)](#), [art 4](#)

Marginal Citations

- M1** [1957 c. 31](#)
- M2** [1957 c. 25 \(N.I.\)](#)

Changes to legislation:

There are currently no known outstanding effects for the Unfair Contract Terms Act 1977, Section 1.