



Unfair Contract Terms Act 1977

1977 CHAPTER 50

PART I

AMENDMENT OF LAW FOR ENGLAND AND WALES AND NORTHERN IRELAND

Avoidance of liability for negligence, breach of contract, etc.

2 Negligence liability.

- (1) A person cannot by reference to any contract term or to a notice given to persons generally or to particular persons exclude or restrict his liability for death or personal injury resulting from negligence.
- (2) In the case of other loss or damage, a person cannot so exclude or restrict his liability for negligence except in so far as the term or notice satisfies the requirement of reasonableness.
- (3) Where a contract term or notice purports to exclude or restrict liability for negligence a person's agreement to or awareness of it is not of itself to be taken as indicating his voluntary acceptance of any risk.

[^{F1}(4) This section does not apply to—

- (a) a term in a consumer contract, or
- (b) a notice to the extent that it is a consumer notice,

(but see the provision made about such contracts and notices in sections 62 and 65 of the Consumer Rights Act 2015).]

Annotations:

Amendments (Textual)

- F1** S. 2(4) inserted (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. 4**; S.I. 2015/1630, arts. 3(g), 4(c) (with art. 6(1)(2))

Changes to legislation: *There are currently no known outstanding effects for the Unfair Contract Terms Act 1977, Section 2. (See end of Document for details)*

Modifications etc. (not altering text)

- C1** S. 2(2) excluded (11.11.1999, but subject to s. 10(3) of the amending Act, does not apply in relation to a contract referred to in s. 10(2)) by 1999 c. 31, **ss. 7(2), 10(2)(3)**

Changes to legislation:

There are currently no known outstanding effects for the Unfair Contract Terms Act 1977, Section 2.