



Unfair Contract Terms Act 1977

1977 CHAPTER 50

PART II

AMENDMENT OF LAW FOR SCOTLAND

20 Obligations implied by law in sale and hire-purchase contracts.

- (1) Any term of a contract which purports to exclude or restrict liability for breach of the obligations arising from—
- (a) section 12 of the Sale of Goods Act [^{F1}1979] (seller's implied undertakings as to title etc.);
 - (b) section 8 of the ^{M1} Supply of Goods (Implied Terms) Act 1973 (implied terms as to title in hire-purchase agreements),
- shall be void.

- [^{F2}(1A) Any term of a contract which purports to exclude or restrict liability for breach of the obligations arising from—
- (a) section 13, 14 or 15 of the 1979 Act (seller's implied undertakings as to conformity of goods with description or sample, or as to their quality or fitness for a particular purpose);
 - (b) section 9, 10 or 11 of the 1973 Act (the corresponding things in relation to hire purchase),
- shall have effect only if it was fair and reasonable to incorporate the term in the contract.

- (1B) This section does not apply to a consumer contract (but see the provision made about such contracts in section 31 of the Consumer Rights Act 2015).]

^{F3}(2)

Textual Amendments

F1 "1979" substituted for "1893" by [Sale of Goods Act 1979 \(c. 54, SIF 109:1\)](#), ss. 62, 63, [Sch. 2 para.](#)

Changes to legislation: *There are currently no known outstanding effects for the Unfair Contract Terms Act 1977, Section 20. (See end of Document for details)*

- F2** S. 20(1A)(1B) inserted (1.10.2015) by Consumer Rights Act 2015 (c. 15), s. 100(5), **Sch. 4 para. 19(2)**; S.I. 2015/1630, art. 3(g) (with art. 6(1))
- F3** S. 20(2) omitted (1.10.2015) by virtue of Consumer Rights Act 2015 (c. 15), s. 100(5), **Sch. 4 para. 19(3)**; S.I. 2015/1630, art. 3(g) (with art. 6(1))

Marginal Citations

- M1** 1973 c. 13

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