



# Unfair Contract Terms Act 1977

## 1977 CHAPTER 50

### PART II

#### AMENDMENT OF LAW FOR SCOTLAND

#### 25 Interpretation of Part II.

<sup>F1F2F3</sup>(1) In this Part of this Act—

“breach of duty” means the breach —

- (a) 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;
- (b) of any common law duty to take reasonable care or exercise reasonable skill;
- (c) of the duty of reasonable care imposed by section 2(1) of the <sup>M1</sup> Occupiers’ Liability (Scotland) Act 1960;

“business” includes a profession and the activities of any government department or local or public authority;

<sup>F3 F3 F3</sup>  
... ..

[<sup>F2</sup>“consumer contract” has the same meaning as in the Consumer Rights Act 2015 (see section 61);]

[<sup>F1</sup> “ consumer notice ” has the same meaning as in the Consumer Rights Act 2015 (see section 61); ]

“goods” has the same meaning as in [<sup>F4</sup>the Sale of Goods Act 1979];

“hire-purchase agreement” has the same meaning as in section 189(1) of the Consumer Credit Act 1974;

[<sup>F5</sup> “ notice ” includes an announcement, whether or not in writing, and any other communication or pretended communication ]

“personal injury” includes any disease and any impairment of physical or mental condition.

<sup>F6</sup>(1A) .....

*Changes to legislation: There are currently no known outstanding effects for the Unfair Contract Terms Act 1977, Section 25. (See end of Document for details)*

<sup>F6</sup>(1B) .....

(2) In relation to any breach of duty or obligation, it is immaterial for any purpose of this Part of this Act whether the act or omission giving rise to that breach was inadvertent or intentional, or whether liability for it arises directly or vicariously.

(3) In this Part of this Act, any reference to excluding or restricting any liability includes—

(a) making the liability or its enforcement subject to any restrictive or onerous conditions;

(b) excluding or restricting any right or remedy in respect of the liability, or subjecting a person to any prejudice in consequence of his pursuing any such right or remedy;

(c) excluding or restricting any rule of evidence or procedure;

(d) .....<sup>F7</sup>

but does not include an agreement to submit any question to arbitration.

(4) .....<sup>F7</sup>

<sup>F8</sup>(5) In sections 15 [<sup>F8</sup>, 16, 20 and] 21 of this Act, any reference to excluding or restricting liability for breach of an obligation or duty shall include a reference to excluding or restricting the obligation or duty itself.

#### Textual Amendments

- F1** Words in s. 25(1) 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. 22(2)(c)**; S.I. 2015/1630, arts. 3(g), 4(c) (with art. 6(1)(2))
- F2** Words in s. 25(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. 22(2)(b)**; S.I. 2015/1630, arts. 3(g), 4(c) (with art. 6(1)(2))
- F3** Words in s. 25(1) 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. 22(2)(a)**; S.I. 2015/1630, arts. 3(g), 4(c) (with art. 6(1)(2))
- F4** Words substituted by Sale of Goods Act 1979 (c. 54, SIF 109:1), ss. 62, 63, **Sch. 2 para. 22**
- F5** Definition in s. 25(1) inserted by Law Reform (Miscellaneous Provisions) (Scotland) Act 1990 (c. 40, SIF 76:2), **s. 68(5)(a)(6)**; S.I. 1991/330, art. 4, **Schedule**
- F6** S. 25(1A)(1B) 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. 22(3)**; S.I. 2015/1630, arts. 3(g), 4(c) (with art. 6(1)(2))
- F7** S. 25(3)(d)(4) repealed (1.4.1991) by Law Reform (Miscellaneous Provisions) (Scotland) Act 1990 (c. 40, SIF 76:2), **ss. 68(5)(b)(6)**; S.I. 1991/330, **art. 4, Schedule**
- F8** Words in s. 25(5) 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. 22(4)**; S.I. 2015/1630, arts. 3(g), 4(c) (with art. 6(1)(2))

#### Marginal Citations

- M1** 1960 c. 30

**Changes to legislation:**

There are currently no known outstanding effects for the Unfair Contract Terms Act 1977, Section 25.