

*Changes to legislation: There are currently no known outstanding effects for the Supply of Goods and Services Act 1982. (See end of Document for details)*

## SCHEDULE

Section 20.

### TRANSITIONAL PROVISIONS

- 1 (1) If section 4 of this Act comes into operation before the day appointed for the purposes of section 14(7) of and paragraph 5 of Schedule 1 to the 1979 Act, then until that day, section 4 of this act shall have effect with the modifications set out in sub-paragraphs (2) to (4) below.
- (2) For subsection (4) substitute:—
- “(4) Subsection (5) below applies where, under a [<sup>F1</sup>relevant contract for the transfer of goods], the transferor transfers the property in goods in the course of a business and the transferee, expressly or by implication, makes known to the transferor any particular purpose for which the goods are being acquired.”
- (3) In subsection (6) omit “or credit-broker”.
- (4) After subsection (9) insert:—
- “(10) In the application of subsections (4) to (6) above to a [<sup>F1</sup>relevant contract for the transfer of goods] under which the consideration or part of the consideration for the transfer is a sum payable by instalments any reference to the transferor includes a reference to the person by whom any antecedent negotiations are conducted.
- (11) Section 58(3) and (5) of the Hire-Purchase Act 1965 (meaning of antecedent negotiations and related expressions) apply, with the appropriate modifications, in relation to sub-section (10) above as in relation to that Act.”

#### Textual Amendments

**F1** Words in Act substituted (1.10.2015) by [Consumer Rights Act 2015 \(c. 15\), s. 100\(5\), Sch. 1 para. 38\(a\)](#); [S.I. 2015/1630, art. 3\(g\)](#) (with [art. 6\(1\)](#))

- 2 (1) If section 9 of this Act comes into operation before paragraph 35 of Schedule 4 to the 1974 Act (which, among other things, amends section 10(3) of the 1973 Act so as to make it refer to credit-brokers), then, until the paragraph comes into operation, section 9 of this Act shall have effect with the modifications set out in sub-paragraphs (2) to (4) below.
- (2) For subsection (4) substitute:—
- “(4) Subsection (5) below applies where, under a [<sup>F2</sup>relevant contract for the hire of goods], the bailor bails goods in the course of a business and the bailee, expressly or by implication, makes known to the bailor or the person by whom any antecedent negotiations are conducted any particular purpose for which the goods are being bailed.”
- (3) In subsection (6), for “credit-broker” substitute “person by whom the antecedent negotiations are conducted”.
- (4) After subsection (9) insert:—

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“(10) Section 58(3) and (5) of the Hire-Purchase Act 1965 (meaning of antecedent negotiations and related expressions) apply, with the appropriate modifications, in relation to sub-sections (4) to (6) above as in relation to that Act.”

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**Textual Amendments**

- F2** Words in Act substituted (1.10.2015) by [Consumer Rights Act 2015 \(c. 15\)](#), s. 100(5), [Sch. 1 para. 38\(b\)](#); [S.I. 2015/1630](#), art. 3(g) (with art. 6(1))

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