



Contracts (Rights of Third Parties) Act 1999

1999 CHAPTER 31

6 Exceptions

- (1) Section 1 confers no rights on a third party in the case of a contract on a bill of exchange, promissory note or other negotiable instrument.
- (2) Section 1 confers no rights on a third party in the case of any contract binding on a company and its members under section 14 of the Companies Act 1985.
- (3) Section 1 confers no right on a third party to enforce—
 - (a) any term of a contract of employment against an employee,
 - (b) any term of a worker's contract against a worker (including a home worker), or
 - (c) any term of a relevant contract against an agency worker.
- (4) In subsection (3)—
 - (a) "contract of employment", "employee", "worker's contract", and "worker" have the meaning given by section 54 of the National Minimum Wage Act 1998,
 - (b) "home worker" has the meaning given by section 35(2) of that Act,
 - (c) "agency worker" has the same meaning as in section 34(1) of that Act, and
 - (d) "relevant contract" means a contract entered into, in a case where section 34 of that Act applies, by the agency worker as respects work falling within subsection (1)(a) of that section.
- (5) Section 1 confers no rights on a third party in the case of—
 - (a) a contract for the carriage of goods by sea, or
 - (b) a contract for the carriage of goods by rail or road, or for the carriage of cargo by air, which is subject to the rules of the appropriate international transport convention,

except that a third party may in reliance on that section avail himself of an exclusion or limitation of liability in such a contract.

Status: This is the original version (as it was originally enacted).

- (6) In subsection (5) “contract for the carriage of goods by sea” means a contract of carriage—
- (a) contained in or evidenced by a bill of lading, sea waybill or a corresponding electronic transaction, or
 - (b) under or for the purposes of which there is given an undertaking which is contained in a ship’s delivery order or a corresponding electronic transaction.
- (7) For the purposes of subsection (6)—
- (a) “bill of lading”, “sea waybill” and “ship’s delivery order” have the same meaning as in the Carriage of Goods by Sea Act 1992, and
 - (b) a corresponding electronic transaction is a transaction within section 1(5) of that Act which corresponds to the issue, indorsement, delivery or transfer of a bill of lading, sea waybill or ship’s delivery order.
- (8) In subsection (5) “the appropriate international transport convention” means—
- (a) in relation to a contract for the carriage of goods by rail, the Convention which has the force of law in the United Kingdom under section 1 of the International Transport Conventions Act 1983,
 - (b) in relation to a contract for the carriage of goods by road, the Convention which has the force of law in the United Kingdom under section 1 of the Carriage of Goods by Road Act 1965, and
 - (c) in relation to a contract for the carriage of cargo by air—
 - (i) the Convention which has the force of law in the United Kingdom under section 1 of the Carriage by Air Act 1961, or
 - (ii) the Convention which has the force of law under section 1 of the Carriage by Air (Supplementary Provisions) Act 1962, or
 - (iii) either of the amended Conventions set out in Part B of Schedule 2 or 3 to the Carriage by Air Acts (Application of Provisions) Order 1967.