



Consumer Rights Act 2015

2015 CHAPTER 15

PART 2

UNFAIR TERMS

Supplementary provisions

71 Duty of court to consider fairness of term

- (1) Subsection (2) applies to proceedings before a court which relate to a term of a consumer contract.
- (2) The court must consider whether the term is fair even if none of the parties to the proceedings has raised that issue or indicated that it intends to raise it.
- (3) But subsection (2) does not apply unless the court considers that it has before it sufficient legal and factual material to enable it to consider the fairness of the term.

Commencement Information

II S. 71 in force at 1.10.2015 by [S.I. 2015/1630](#), [art. 3\(c\)](#) (with [art. 6\(1\)](#))

72 Application of rules to secondary contracts

- (1) This section applies if a term of a contract (“the secondary contract”) reduces the rights or remedies or increases the obligations of a person under another contract (“the main contract”).
- (2) The term is subject to the provisions of this Part that would apply to the term if it were in the main contract.
- (3) It does not matter for the purposes of this section—
 - (a) whether the parties to the secondary contract are the same as the parties to the main contract, or

Changes to legislation: There are currently no known outstanding effects for the Consumer Rights Act 2015, Cross Heading: Supplementary provisions. (See end of Document for details)

- (b) whether the secondary contract is a consumer contract.
- (4) This section does not apply if the secondary contract is a settlement of a claim arising under the main contract.

Commencement Information

I2 S. 72 in force at 1.10.2015 by [S.I. 2015/1630](#), [art. 3\(c\)](#) (with [art. 6\(1\)](#))

73 Disapplication of rules to mandatory terms and notices

- (1) This Part does not apply to a term of a contract, or to a notice, to the extent that it reflects—
 - (a) mandatory statutory or regulatory provisions, or
 - (b) the provisions or principles of an international convention to which the United Kingdom ^{F1}... is a party.
- (2) In subsection (1) “mandatory statutory or regulatory provisions” includes rules which, according to law, apply between the parties on the basis that no other arrangements have been established.

Textual Amendments

F1 Words in s. 73(1)(b) omitted (31.12.2020) by virtue of [The Consumer Protection \(Amendment etc.\) \(EU Exit\) Regulations 2018 \(S.I. 2018/1326\)](#), [regs. 1\(3\), 3\(4\)](#) (with [reg. 11](#)) (as amended by [S.I. 2020/1347](#), [regs. 1\(3\), 4\(8\)](#)); 2020 c. 1, [Sch. 5 para. 1\(1\)](#)

Commencement Information

I3 S. 73 in force at 1.10.2015 by [S.I. 2015/1630](#), [art. 3\(c\)](#) (with [art. 6\(1\)](#))

74 [F2Contracts applying law of a country other than the UK]

- (1) If—
 - (a) the law of a country or territory other than [F3the United Kingdom or any part of the United Kingdom] is chosen by the parties to be applicable to a consumer contract, but
 - (b) the consumer contract has a close connection with the United Kingdom, this Part applies despite that choice.
- (2) For cases where the law applicable has not been chosen ^{F4}..., see Regulation [\(EC\) No. 593/2008](#) of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations [F5as that Regulation has effect as [F6assimilated direct] legislation (including that Regulation as applied by regulation 5 of the Law Applicable to Contractual Obligations (England and Wales and Northern Ireland) Regulations 2009 and regulation 4 of the Law Applicable to Contractual Obligations (Scotland) Regulations 2009), unless the case is one in respect of which Regulation [\(EC\) No. 593/2008](#) has effect by virtue of Article 66 of the EU withdrawal agreement, in which case see that Regulation as it has effect by virtue of that Article.]

Changes to legislation: There are currently no known outstanding effects for the Consumer Rights Act 2015, Cross Heading: Supplementary provisions. (See end of Document for details)

Textual Amendments

- F2** Words in s. 74 heading substituted (31.12.2020) by [The Consumer Protection \(Amendment etc.\) \(EU Exit\) Regulations 2018 \(S.I. 2018/1326\)](#), regs. 1(3), **3(5)(a)** (with reg. 11) (as amended by S.I. 2020/1347, regs. 1(3), 4(8)); 2020 c. 1, Sch. 5 para. 1(1)
- F3** Words in s. 74(1)(a) substituted (31.12.2020) by [The Consumer Protection \(Amendment etc.\) \(EU Exit\) Regulations 2018 \(S.I. 2018/1326\)](#), regs. 1(3), **3(5)(b)** (with reg. 11) (as amended by S.I. 2020/1347, regs. 1(3), 4(8)); 2020 c. 1, Sch. 5 para. 1(1)
- F4** Words in s. 74(2) omitted (31.12.2020) by virtue of [The Consumer Protection \(Amendment etc.\) \(EU Exit\) Regulations 2018 \(S.I. 2018/1326\)](#), regs. 1(3), **3(5)(c)** (with reg. 11) (as amended by S.I. 2020/1347, regs. 1(3), 4(8)); 2020 c. 1, Sch. 5 para. 1(1)
- F5** Words in s. 74(2) inserted by S.I. 2019/834, reg. 4A(3) (as inserted (31.12.2020) by [The Jurisdiction, Judgments and Applicable Law \(Amendment\) \(EU Exit\) Regulations 2020 \(S.I. 2020/1574\)](#), regs. 1, **6(6)**)
- F6** Words in s. 74(2) substituted (1.1.2024) by [The Retained EU Law \(Revocation and Reform\) Act 2023 \(Consequential Amendment\) Regulations 2023 \(S.I. 2023/1424\)](#), reg. 1(2), **Sch. para. 84(2)(b)**

Commencement Information

- I4** S. 74 in force at 1.10.2015 by [S.I. 2015/1630](#), **art. 3(c)** (with art. 6(1))

75 Changes to other legislation

Schedule 4 (amendments consequential on this Part) has effect.

Commencement Information

- I5** S. 75 in force at 1.10.2015 by [S.I. 2015/1630](#), **art. 3(c)** (with art. 6(1))

76 Interpretation of Part 2

(1) In this Part—

“consumer contract” has the meaning given by section 61(3);

“consumer notice” has the meaning given by section 61(7);

“transparent” is to be construed in accordance with sections 64(3) and 68(2).

(2) The following have the same meanings in this Part as they have in Part 1—

“trader” (see section 2(2));

“consumer” (see section 2(3));

“goods” (see section 2(8));

“digital content” (see section 2(9)).

(3) Section 2(4) (trader who claims an individual is not a consumer must prove it) applies in relation to this Part as it applies in relation to Part 1.

Commencement Information

- I6** S. 76 in force at 1.10.2015 by [S.I. 2015/1630](#), **art. 3(c)** (with art. 6(1))

Changes to legislation:

There are currently no known outstanding effects for the Consumer Rights Act 2015, Cross
Heading: Supplementary provisions.