



Misrepresentation Act 1967

1967 CHAPTER 7

[^{F1}3] **Avoidance of provision excluding liability for misrepresentation.**

[^{F2}(1)] If a contract contains a term which would exclude or restrict—

- (a) any liability to which a party to a contract may be subject by reason of any misrepresentation made by him before the contract was made; or
- (b) any remedy available to another party to the contract by reason of such a misrepresentation,

that term shall be of no effect except in so far as it satisfies the requirement of reasonableness as stated in section 11(1) of the ^{M1} Unfair Contract Terms Act 1977; and it is for those claiming that the term satisfies that requirement to show that it does.]

[^{F3}(2) This section does not apply to a term in a consumer contract within the meaning of Part 2 of the Consumer Rights Act 2015 (but see the provision made about such contracts in section 62 of that Act).]

Annotations:

Amendments (Textual)

- F1** S. 3 substituted by [Unfair Contract Terms Act 1977 \(c. 50\), s. 8\(1\)](#)
- F2** Word in s. 3 inserted (1.10.2015) by [Consumer Rights Act 2015 \(c. 15\), s. 100\(5\), Sch. 4 para. 1\(2\)](#); [S.I. 2015/1630, art. 3\(g\)](#) (with art. 6(1))
- F3** S. 3(2) inserted (1.10.2015) by [Consumer Rights Act 2015 \(c. 15\), s. 100\(5\), Sch. 4 para. 1\(3\)](#); [S.I. 2015/1630, art. 3\(g\)](#) (with art. 6(1))

Marginal Citations

- M1** [1977 c. 50.](#)

Changes to legislation:

There are currently no known outstanding effects for the Misrepresentation Act 1967, Section 3.