



Unfair Contract Terms Act 1977

1977 CHAPTER 50

PART II

AMENDMENT OF LAW FOR SCOTLAND

17 Control of unreasonable exemptions in ^{F1}... standard form contracts.

- (1) Any term of a contract which is ^{F2}... a standard form contract shall have no effect for the purpose of enabling a party to the contract—
- (a) who is in breach of a contractual obligation, to exclude or restrict any liability of his to the ^{F3}... customer in respect of the breach;
 - (b) in respect of a contractual obligation, to render no performance, or to render a performance substantially different from that which the ^{F4}... customer reasonably expected from the contract;

if it was not fair and reasonable to incorporate the term in the contract.

- (2) In this section “customer” means a party to a standard form contract who deals on the basis of written standard terms of business of the other party to the contract who himself deals in the course of a business.

[^{F5}(3) This section does not apply to a term in a consumer contract (but see the provision made about such contracts in section 62 of the Consumer Rights Act 2015).]

Textual Amendments

- F1** Words in s. 17 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. 16(2); S.I. 2015/1630, arts. 3(g), 4(c) (with art. 6(1)(2))
- F2** Words in s. 17(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. 16(3)(a); S.I. 2015/1630, arts. 3(g), 4(c) (with art. 6(1)(2))
- F3** Words in s. 17(1)(a) 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. 16(3)(b); S.I. 2015/1630, arts. 3(g), 4(c) (with art. 6(1)(2))

Status: Point in time view as at 01/10/2015. This version of this provision has been superseded.

Changes to legislation: There are currently no known outstanding effects for the Unfair Contract Terms Act 1977, Section 17. (See end of Document for details)

- F4** Words in s. 17(1)(b) 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. 16(3)(c)**; S.I. 2015/1630, arts. 3(g), 4(c) (with art. 6(1)(2))
- F5** S. 17(3) 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. 16(4)**; S.I. 2015/1630, arts. 3(g), 4(c) (with art. 6(1)(2))

Modifications etc. (not altering text)

- C1** S. 17(1)(b) extended (1.11.1998 and 1.7.1999 in relation to certain contracts and 7.8.2002 insofar as not then in force) by 1998 c. 20, s. 14(2) (with s. 12); S.I. 1998/2479, arts. 2, 3; S.I. 1999/1816, art. 3(1); S.S.I. 2002/337, **art. 2**

Status:

Point in time view as at 01/10/2015. This version of this provision has been superseded.

Changes to legislation:

There are currently no known outstanding effects for the Unfair Contract Terms Act 1977, Section 17.