Unfair Contract Terms Act 1977

1977 CHAPTER 50

PART I

AMENDMENT OF LAW FOR ENGLAND AND WALES AND NORTHERN IRELAND

Avoidence of liability for negligence, breach of contract, etc.

2 Negligence liability.

(1) A person cannot by reference to any contract term or to a notice given to persons generally or to particular persons exclude or restrict his liability for death or personal injury resulting from negligence.

(2) In the case of other loss or damage, a person cannot so exclude or restrict his liability for negligence except in so far as the term or notice satisfies the requirement of reasonableness.

(3) Where a contract term or notice purports to exclude or restrict liability for negligence a person’s agreement to or awareness of it is not of itself to be taken as indicating his voluntary acceptance of any risk.

[1F1(4) This section does not apply to—
(a) a term in a consumer contract, or
(b) a notice to the extent that it is a consumer notice,](but see the provision made about such contracts and notices in sections 62 and 65 of the Consumer Rights Act 2015).]
Modifications etc. (not altering text)

C1  S. 2(2) excluded (11.11.1999, but subject to s. 10(3) of the amending Act, does not apply in relation to a contract referred to in s. 10(2)) by 1999 c. 31, ss. 7(2), 10(2)(3)
**Changes to legislation:**
There are currently no known outstanding effects for the Unfair Contract Terms Act 1977, Section 2.