



Consumer Rights Act 2015

2015 CHAPTER 15

PART 2

UNFAIR TERMS

What are the general rules about fairness of contract terms and notices?

65 Bar on exclusion or restriction of negligence liability

- (1) A trader cannot by a term of a consumer contract or by a consumer notice exclude or restrict liability for death or personal injury resulting from negligence.
- (2) Where a term of a consumer contract, or a consumer notice, purports to exclude or restrict a trader's liability for negligence, a person is not to be taken to have voluntarily accepted any risk merely because the person agreed to or knew about the term or notice.
- (3) In this section “personal injury” includes any disease and any impairment of physical or mental condition.
- (4) In this section “negligence” means the breach of—
 - (a) any obligation to take reasonable care or exercise reasonable skill in the performance of a contract where the obligation arises from an express or implied term of the contract,
 - (b) a common law duty to take reasonable care or exercise reasonable skill,
 - (c) the common duty of care imposed by the Occupiers' Liability Act 1957 or the Occupiers' Liability Act (Northern Ireland) 1957, or
 - (d) the duty of reasonable care imposed by section 2(1) of the Occupiers' Liability (Scotland) Act 1960.
- (5) It is immaterial for the purposes of subsection (4)—
 - (a) whether a breach of duty or obligation was inadvertent or intentional, or
 - (b) whether liability for it arises directly or vicariously.

Changes to legislation: There are currently no known outstanding effects for the Consumer Rights Act 2015, Section 65. (See end of Document for details)

(6) This section is subject to section 66 (which makes provision about the scope of this section).

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Commencement Information

I1 S. 65 in force at 1.10.2015 by S.I. 2015/1630, **art. 3(c)** (with **art. 6(1)**)

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