This chapter analyses the law on exclusion clauses and unfair terms. Exclusion clauses are terms which exclude or limit a defendant’s liability. The enactment of the Unfair Contract Terms Act 1977 and the Consumer Rights Act 2015 has reduced the importance of common law techniques for avoiding the worst effects of exclusion clauses. Both statutes enable the courts to control the substance of the contract. The Unfair Contract Terms Act 1977 only applies to non-consumer contracts. It empowers a court not to enforce exclusion clauses where they are unreasonable. Unlike the Unfair Contract Terms Act 1977, the Consumer Rights Act 2015 is not limited to exclusion clauses. A term will be unfair if, ‘contrary to the requirement of good faith, it causes a significant imbalance in the parties’ rights and obligations under the contract to the detriment of the consumer’.
15. The control of exclusion clauses and unfair terms

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