



Jersey

SUPPLY OF GOODS AND SERVICES (JERSEY) REGULATIONS 2010

Official Consolidated Version

This is an official version of consolidated legislation compiled and issued under the authority of the Legislation (Jersey) Law 2021.

Showing the law from 1 January 2019 to Current



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SUPPLY OF GOODS AND SERVICES (JERSEY) REGULATIONS 2010

Contents

Regulation

1	Interpretation	3
2	Avoidance of liability, or of obligation, under consumer contract to be fair and reasonable	3
3	Certain implicit obligations: all contracts	4
4	Non-avoidance of other implicit obligations: consumer contracts	4
5	Avoidance of other implicit obligations to be fair and reasonable: non-consumer contracts	4
6	Guarantee does not restrict manufacturer's or distributor's liability for consumer goods	5
7	Fair and reasonable	5
8	Dealing as consumer of services	5
9	Regulations do not apply to certain contracts	6
10	Citation	6

ENDNOTES 7

Table of Legislation History	7
Table of Renumbered Provisions	7
Table of Endnote References	7



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THE STATES, in pursuance of Article 94 of the [Supply of Goods and Services \(Jersey\) Law 2009](#), have made the following Regulations –

Commencement [[see endnotes](#)]

1 Interpretation

In these Regulations –

“consumer” means, in relation to a contract of sale of goods, a contract for the supply of a service, or a hire-purchase agreement, under which one party deals as a consumer, the party who so deals;

“deal as a consumer” –

- (a) in relation to a contract of sale of goods or to a hire-purchase agreement, has the meaning set out in Article 2 of the Law; or
- (b) in relation to a contract for the supply of a service, has the meaning set out in Regulation 8(1);

“the Law” means the [Supply of Goods and Services \(Jersey\) Law 2009](#).

2 Avoidance of liability, or of obligation, under consumer contract to be fair and reasonable

(1) A term of a contract under which one party deals as a consumer shall, unless the term is fair and reasonable, have no effect for the purpose of enabling the supplier –

- (a) if the supplier is in breach of an obligation under the contract, to exclude or restrict any liability of the supplier to the consumer in respect of the breach; or
- (b) in respect of an obligation under the contract, to render no performance, or to render a performance substantially different from that which the consumer would reasonably expect from the contract.

- (2) This Regulation does not limit the operation of Regulations 3 and 4.
- (3) In this Regulation –
 - “contract” means a contract of sale of goods, a contract for the supply of a service, or a hire-purchase agreement;
 - “supplier” means –
 - (a) seller, in the case of a contract of sale of goods;
 - (b) supplier, in the case of a contract for the supply of a service;
 - (c) supplier, in the case of a hire-purchase agreement.

3 Certain implicit obligations: all contracts¹

- (1) A term of a contract or agreement shall be void if it is a term that purports to exclude or restrict liability for breach of the obligations arising from –
 - (a) any of the seller’s warranties under Article 21 or 24 of the Law, in the case of a contract of sale of goods; or
 - (b) any of the supplier’s warranties under Article 32 of the Law, in the case of a hire-purchase agreement.
- (2) A term of a contract for the supply of a service shall, unless the term is fair and reasonable, have no effect if it is a term that purports to exclude or restrict liability for breach of the obligations arising from the supplier’s warranty under Article 28 of the Law.

4 Non-avoidance of other implicit obligations: consumer contracts

- (1) A term of a contract of sale of goods under which one party deals as a consumer shall be void as against the party dealing as a consumer if it is a term that purports to exclude or restrict liability for breach of the obligations arising from the seller’s warranty under Article 22, 23 or 25 of the Law.
- (2) A term of a hire-purchase agreement under which one party deals as a consumer shall be void as against the party dealing as a consumer if it is a term that purports to exclude or restrict liability for breach of the obligations arising from the supplier’s warranty under Article 33, 34 or 35 of the Law.

5 Avoidance of other implicit obligations to be fair and reasonable: non-consumer contracts

- (1) A term of a contract of sale of goods under which no party deals as a consumer shall, unless the term is fair and reasonable, have no effect if it is a term that purports to exclude or restrict liability for breach of the obligations arising from the seller’s warranty under Article 22, 23 or 25 of the Law.
- (2) A term of a hire-purchase agreement under which no party deals as a consumer shall, unless the term is fair and reasonable, have no effect if it is a term that purports to exclude or restrict liability for breach of the obligations arising from the supplier’s warranty under Article 33, 34 or 35 of the Law.

6 Guarantee does not restrict manufacturer's or distributor's liability for consumer goods

- (1) This Regulation applies to a guarantee that –
 - (a) applies in relation to goods that are of a type ordinarily supplied for private use or consumption;
 - (b) is not a guarantee given by one party to the other party to a contract or agreement under or in pursuance of which the ownership or possession of the goods to which the guarantee relates is transferred; and
 - (c) is set out in a contract of sale of the goods to which the guarantee relates or a hire-purchase agreement for such goods, or is set out in a notice to, or agreement with, a party to such a contract or agreement.
- (2) A term of a guarantee to which this Regulation applies shall be void in so far as it purports to exclude or restrict liability for loss or damage –
 - (a) arising from the goods proving defective while –
 - (i) in use otherwise than exclusively for the purposes of a business, or
 - (ii) in the possession of a person for use otherwise than exclusively for the purposes of a business; and
 - (b) resulting from a breach of duty of a person concerned in the manufacture or distribution of the goods.
- (3) For the purposes of paragraph (2), loss includes death and personal injury and damage includes death and personal injury.
- (4) For the purposes of this Regulation, any document is a guarantee if it contains or purports to contain some promise or assurance (however worded or presented) that defects will be made good by complete or partial replacement, or by repair, monetary compensation or otherwise.

7 Fair and reasonable

- (1) In determining for the purposes of these Regulations whether a term of a contract or agreement is fair and reasonable, regard shall be had only to the circumstances that were, or ought reasonably to have been, known to or in the contemplation of the parties to the contract or agreement at the time when the contract or agreement was made.
- (2) The onus of proving that a term of a contract or agreement is fair and reasonable shall lie on the party so contending.

8 Dealing as consumer of services

- (1) For the purposes of these Regulations, one party to a contract for the supply of a service deals as a consumer in relation to another party to the contract if –
 - (a) the other party enters the contract in the course of a business; and
 - (b) the one party neither enters the contract in the course of a business nor holds himself or herself out as doing so,

and the service under the contract is of a type ordinarily supplied for private enjoyment.

- (2) The onus of proving that a party does not deal as a consumer shall lie on the party so contending.

9 Regulations do not apply to certain contracts

Regulations 1 to 8 shall not apply to –

- (a) a contract of insurance (including a contract to pay an annuity on human life);
- (b) a contract so far as it relates –
 - (i) to the creation or transfer of a right or interest in any patent, trade mark, copyright or design right, in any registered design, or in any technical or commercial information or other intellectual property, or
 - (ii) to the termination of any such right or interest;
- (c) a contract so far as it relates to the formation, constitution or dissolution of any body corporate or unincorporated association or partnership; or
- (d) a contract so far as it relates to the creation or transfer of securities or of any right or interest in securities.

10 Citation

These Regulations may be cited as the Supply of Goods and Services (Jersey) Regulations 2010.

ENDNOTES

Table of Legislation History

Legislation	Year and No	Commencement
Supply of Goods and Services (Jersey) Regulations 2010	R&O.4/2010	27 January 2010
Supply of Goods and Services (Amendment) (Jersey) Regulations 2010	R&O.59/2010	22 June 2010

Table of Renumbered Provisions

Original	Current
10(1)	10
10(2)	Spent, omitted

Table of Endnote References

¹ Regulation 3 substituted by R&O.59/2010