

- (a) the resources which he could expect to be available to him for the purpose of meeting the liability should it arise; and
 - (b) how far it was open to him to cover himself by insurance.³
- (5) It is for those claiming that a contract term or notice satisfies the requirement of reasonableness to show that it does.

14 “Dealing as consumer”

[P1977/50/12]

- (1) A party to a contract “deals as consumer” in relation to another party if —
- (a) he neither makes the contract in the course of a business nor holds himself out as doing so;
 - (b) the other party does make the contract in the course of a business; and
 - (c) in the case of a contract governed by the law of sale of goods or hire-purchase, the goods passing under or in pursuance of the contract are of a type ordinarily supplied for private use or consumption.⁴
- (2) But, on a sale by auction or by competitive tender, the buyer is not in any circumstances to be regarded as dealing as consumer.
- (3) Subject to this, it is for those claiming that a party does not deal as consumer to show that he does not.

15 Varieties of exemption clause

[P1977/50/13]

- (1) To the extent that this Part prevents the exclusion or restriction of any liability, it also prevents —
- (a) making the liability or its enforcement subject to restrictive or onerous conditions;
 - (b) excluding or restricting any right or remedy in respect of the liability, or subjecting a person to any prejudice in consequence of his pursuing any such right or remedy;
 - (c) excluding or restricting rules of evidence or procedure;
- and (to that extent) sections 5 and 8 to 10 also prevent excluding or restricting liability by reference to terms and notices which exclude or restrict the relevant obligation or duty.
- (2) But an agreement in writing to submit present or future differences to arbitration is not to be treated under this Part as excluding or restricting any liability.