



OFFICE OF FAIR TRADING

Unfair Contract Terms

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If you think that any of the standard terms in a consumer contract are unfair, or if you have any comments on the contents of this Bulletin, please write to:

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London EC4A 1PR**

Further copies of this Bulletin, copies of earlier issues, the explanatory Office of Fair Trading 'Briefing Note' *Unfair Standard Terms* (ref: OFT 143) and other OFT publications, are available, free of charge, from:

**Office of Fair Trading
PO Box 366
Hayes, UB3 1XB**

Copies of the *Unfair Terms in Consumer Contracts Regulations* (ref: SI 1994/3159), which include the 'Schedules' referred to in this Bulletin, can be purchased, price £1.55, from Stationery Office bookshops, or by post from:

**The Stationery Office Publications Centre
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1 INTRODUCTION

Bulletin No 5

In the period between June and December 1997 the Unfair Contract Terms Unit of the Office of Fair Trading (OFT) dealt with a further 609 complaints. A full statistical breakdown showing the outcome of these cases appears in Part 3 (page 17) of this issue of the Bulletin, followed by an examination of the 71 cases which resulted in terms being dropped altogether or amended to remove or reduce the potential for unfairness. Examples of the terms which the OFT challenged as being potentially unfair, in both these and earlier cases, are given in Part 4 together with examples of more acceptable terms introduced in their place.

Over the course of the three years since the Unfair Terms in Consumer Contracts Regulations were introduced, it remains true that - in every case examined where standard contract terms were considered to be potentially unfair - the OFT has succeeded in persuading suppliers to make suitable changes through discussion, rather than by means of court action. Nevertheless, there have been a number of occasions when the OFT felt it necessary to threaten to take a case to court and, in several cases, agreement was reached only when the issue of an application for a High Court injunction had become imminent. But there are still no reports of cases judicially considered.

Looking to the future: a fresh approach to the Bulletin

When it was first devised, the Bulletin was primarily envisaged as providing a public record of all the cases taken under the Regulations. Another anticipated function was to provide a general reference on the interpretation and application of the Regulations - information that otherwise would simply not exist. In particular, the inclusion of examples of revised contract terms - together with the terms considered potentially unfair that they have replaced - was intended to provide guidance to other suppliers in the drafting of fairer terms, and to consumers and consumer advisers in assessing whether existing terms might be seen as unfair.

Since the inception of the Regulations in July 1995, more than 1,200 contract terms have been successfully challenged, and the number of businesses that have undertaken to drop or amend questionable terms continues to grow. Consequently, there is an increasing need to monitor compliance with the undertakings those businesses have given. So far, the pattern of complaints received by the OFT suggests that very few firms have attempted to continue to use terms which they had agreed were potentially unfair to consumers.

While it was originally intended to produce the Bulletin on a quarterly basis, in practice the growing size and complexity of preparing an updated selection of specimen terms for inclusion in each issue has led to delays in compiling the reports on individual case studies which also form

a key element in the Bulletin's make-up - so causing publication to fall badly behind schedule. There is increasing concern that, in turn, the resultant delays may impede the Unit's monitoring activities. It has therefore been decided to decouple these main elements of the Bulletin and produce two separate, but complementary, publications.

In future, the Bulletin itself will focus solely on the monitoring function. It will also appear more frequently, with the aim of providing more effective coverage of the large number of informally-agreed modifications made to potentially unfair contracts, and giving speedier publicity to the individual case reports, which will list and classify all the terms that have been queried. The next issue, covering the period January to August 1998, is expected to be published in January.

In addition, it is planned to produce a revised free-standing 'directory' of specimen terms considered to be potentially unfair, drawn from the more significant cases summarised in the Bulletins. This will be updated and reissued when required in order to include further examples of questionable terms that raise fresh issues.

Case studies

The case studies that make up Part 3 of the present issue of the Bulletin illustrate the wide range of activities affected by the application of the Regulations. They include agreements covering the sale of both new and used cars, burglar alarm and the supply of gas, and the contracts of another 10 double-glazing suppliers and a number of other home-improvements and furnishing companies. The OFT also considered the terms and conditions recommended by two trade associations (the Plastics Window Federation and the Auto Cycle Union), completed several cases involving unfair ticket conditions (including the Football Association's tickets), and concluded work on the contracts of two cable television companies and four car-rental companies. The B Sky B, Microsoft, and American Golf (UK) Ltd (Cams Hall Estate Golf Club) cases are of particular interest and are discussed in extended reports.

Nevertheless, since December 1997, the last month of the period covered in Part 3 of this issue, there have been some further significant developments arising out of the OFT's monitoring and enforcement work. These are described in the following paragraphs.

City Mortgage Corporation

On 12 February 1998, the Director General announced that the City Mortgage Corporation (CMC) had agreed to remove unfair penalties from its loan agreements following action under the Regulations. The changes represent a departure from previous use of 'dual rates' and a substantial reduction in the charges to borrowers who redeem their loans early or whose properties are repossessed. The severity of the penalties in CMC mortgages was unacceptable and the use of the so-called 'Rule of 78' for early redemption of long-term unregulated loans could not be allowed to continue. The company had already agreed to stop writing new loans using these terms (dual interest rates and expensive early-repayment calculations including the

rule of 78) from 1 August 1997, in accordance with the guidance given in the booklet *Non-Status Lending Guidelines* issued by the OFT (revised edition published in November 1997, ref: OFT 192). Under the terms of new undertakings, effective from 22 December 1997, CMC stated that it would no longer enforce a higher rate of 18% (considered by the OFT to be a penalty rate) on any borrower whose account became, or remained, overdue. Instead, the company's higher rate would be set at 12.4% - compared with its usual 'concessionary' rate of 9.9%. Furthermore, the rate of interest would be raised to the 12.4% mark only where a borrower was in default by three months, and would fall again once the arrears had been paid.

CMC also undertook not to apply the rule of 78 calculation, plus a charge of six months' interest, when unregulated loans (at that time, loans above £15,000: since 1 May 1998, those above £25,000) were repaid before their full term. Instead it would use a settlement figure calculated on the actual reducing balance plus a set number of months' interest depending on when the loan is redeemed - six months in each of the first three years, reducing by one month for each year thereafter, and falling to zero after year eight. Interest will always be calculated on the lower, 'concessionary' rate - whatever the arrears position at redemption.

The changes apply to all loans operated by CMC and Cityscape group companies taken out before 1 August 1997 (since CMC had already agreed to stop using dual interest rates and the rule of 78 in agreements after that date). The changes apply whether or not the lender was a CMC or Cityscape group company at the time. Any redemption payments made after 22 December 1997 on the old basis would be recalculated in line with these undertakings and a refund given to the borrower.

The rule of 78 is a method of apportioning interest over the period of a loan and was specifically designed for the repayment of short-term loans. It 'front-loads' interest payments - which works against those borrowers who repay the capital before the end of the agreed loan period. The settlement figures it produces can be unjustifiably high, particularly where the sum of the total charges under the agreement approach or exceed the amount of the loan - as will happen with long-term agreements, typically those for 10 years or more.

Northern Rock and variation clauses in financial service contracts

On 15 May, the Director General announced that the OFT was investigating complaints by account holders that their investment accounts with Northern Rock had been restructured without warning, with reductions in interest rates, and that they were prevented from moving funds without loss of interest by the notice periods in their accounts. In response to these complaints, Northern Rock agreed to introduce a one-month moratorium in which aggrieved account holders could switch accounts without notice and thus without loss of interest. Subsequently, the company announced that, should it change account terms or interest rates in the future, it would give account holders sufficient notice to allow them to move funds without penalty. Northern Rock has said that it is reviewing all its consumer contracts in the light of the Regulations, and is currently engaged in a continuing dialogue with the OFT about this matter.

These exchanges and discussions with other companies indicate that the way that ‘unfairness’ is assessed in the light of Schedule 3 to the Regulations is not wholly understood. The Schedule contains an ‘illustrative and indicative list of terms which may be regarded as unfair’. Built into this, and appearing particularly in paragraph 2, are certain qualifications and ‘without hindrance’ riders which indicate that some kinds of terms should not be seen as being covered by the list.

Nevertheless, it must be stressed that, however the Schedule’s fairly complex provisions are read, they cannot be seen as creating *exemptions* from the effect of the Regulations - and particularly not exemptions based on the form or the wording, rather than the *effect*, of terms. Legislation such as the Regulations has to be interpreted so as to achieve the purposes of the underlying Directive and this does not generally reward a search for loopholes. And, in any event, the list of terms that may be regarded as unfair is expressly stated to be ‘indicative and non-exhaustive’.

This description mean that Schedule 3 must not be interpreted as a ‘black list’. That being so, exclusion from its scope cannot be seen as forming any kind of ‘white list’ either. *Any* standard term will be seen as being unfair, whether or not it appears in (or is excluded from) the list, if it fails the unfairness test in Regulation 4 and - contrary to the requirement of good faith - it creates a significant imbalance in the parties’ rights and obligations under the contract to the detriment of the consumer. The purpose of the Schedule is to *illustrate* this test, in particular what is, and what is not, meant by the terms ‘imbalance’, ‘detriment’, and ‘good faith’. Similarly, the restrictions to the scope of the Schedule found particularly in paragraph 2 are purely illustrative: they are not intended to be seen as a list of terms that are *exempt* from the effect of the Regulations, but exemplify situations in which - despite their apparent similarity to what is included in the Schedule - certain kinds of terms may nonetheless not produce imbalance, detriment, and lack of good faith.

A closely related point to be borne in mind is that Schedule 3 focuses on the intention and the practical outcome of terms, not on their form or wording. Any term will be under suspicion, even if it looks nothing like any item in the list, or resembles a term to which Schedule 3 is said to be ‘without hindrance’, if it is calculated to affect consumers in the same way as anything in the list.

Schedule 3 indicates at several points that variation clauses are suspect, and all these different indications, together with the qualifications to which they are subject, help to show what kinds of potential detriment to consumers are being targeted, and which terms may not, in fact, be detrimental in practice. Two things seem clear, both of which accord with common sense. First, a variation clause is less likely to be considered harmful if consumers have a right to cancel the contract before they are affected by it - and so is more likely to be suspect if they are ‘captive’. Secondly, the less free a supplier is to use the term as it chooses, the less scope there is for consumer detriment. There may be no unfairness in a term that enables a supplier to change prices only in line with an independent published index.

Put simply, the OFT’s position on variation clauses is this: any term in any kind of contract that effectively gives an unrestricted power to vary significant terms for captive consumers creates

a contractual imbalance that is likely to be considered unfair. We have successfully argued this in discussion with other suppliers, notably BSkyB. If wording is used which makes a term look like one to which the Schedule is ‘without hindrance’, our view of it remains the same unless the effect of the term is modified so that it cannot produce detrimental results for the consumer.

Thus agreement was reached with Northern Rock on the basis that its proposal to give advance notice of rate changes did effectively modify its variation clause, since they meant that its savings account holders could no longer be considered a captive market. The OFT was not similarly swayed by the inclusion of a statement of reasons for which rates could be modified.

Action against ‘full payment in advance’ clauses in home-improvement contracts

The OFT is currently undertaking a wide-scale initiative against the use, by major suppliers in the home-improvement industry, of standard terms that require consumers to pay the whole (or nearly the whole) contract price for a particular job in advance of delivery and installation. In the light of the evidence provided by the complaints it has received on this subject, the OFT considers that, where installation forms part of the contract, terms that require payment on delivery of the goods to be installed create a striking imbalance that could put consumers at a serious disadvantage. The main objection is illustrated by paragraph 1(b) of Schedule 3, which indicates that a term may be regarded as unfair if it has the object or effect of:

inappropriately excluding or limiting the legal rights of the consumer . . . in the event of total or partial non-performance or inadequate performance by the seller or supplier of any of the contractual obligations, *including the option of offsetting a debt owed to the seller or supplier against any claim which the consumer may have against him.*

Where full payment has been made in advance, there is no chance whatever for a consumer to exercise a right of set-off. If the installation is done badly, giving rise to a claim for damages, there is no longer any debt to the supplier against which that claim can be met. The consumer has no choice but to go to court for compensation, with all the costs, delays and uncertainties that that involves - which tend to encourage acquiescence in breaches of a contract and thus reduce the incentive for the supplier to do work properly.

It is, of course, true that if consumers pay nothing until work is completed, there is a risk to honest suppliers that payment may be withheld unreasonably, in which case it is they who must go to court. The OFT takes this point seriously - but there are two reasons why it does not regard it as a satisfactory justification for indiscriminately demanding full payment in advance from all customers.

First, the legislation under which it acts binds the OFT to take proper account of the relative bargaining strengths of the parties. Suppliers are professionally experienced in dealing with customers, and able to protect themselves by undertaking credit checks before contracting with them: consumers have no similar advantages in selecting and dealing with suppliers. If problems

do arise, the remedy for suppliers is a simple action to recover a debt, whereas consumers have to prove their case for being owed any particular sum - which will often require costly expert evidence. Moreover, unlike consumers, suppliers will normally have experience of instructing solicitors in such matters, and have the additional option of using commercial debt-recovery or factoring services.

Secondly, it is not the case that the only alternative to insisting on full payment in advance is to allow consumers to withhold all payment until completion. The OFT has made it clear that it considers that, in order to assist suppliers' cash-flow and to reduce the risk of unfair retention to an acceptable level, the use of 'stage' payments is reasonable. But, at the same time, it also takes the view that the concept of fairness requires that a significant proportion of the total price payable must be left outstanding until completion. If the right of set-off is to have any value either as a deterrent or a means of compensation for breach of contract, it must allow retention of a sum that adequately reflects what the victim of a defective installation could expect to sue for. It cannot properly be a mere token figure, nor a percentage of the price no greater than the discounts that suppliers commonly offer by way of sales promotion or other incentive.

The OFT is discussing with a relevant trade association the feasibility of a scheme whereby a fair final stage payment is held not by the consumer but an independent third party. This would ensure both that it cannot be withheld unreasonably and that it cannot be lost to the consumer in the event of the insolvency of the supplier. The latter risk constitutes another ground for objection to clauses requiring full payment in advance, where no guarantee arrangements are in place.

Be that as it may, the OFT is informing all the major companies involved of its view that demands for full (or almost full) payment in advance are unfair and that, should they not be prepared to withdraw such terms voluntarily, it will seek a court injunction to prevent their continued use. The preliminary results of a survey of case law in other member states of the European Union with legislation against unfair terms based on the same Directive suggest that the OFT position on this issue is consistent with that which appears to have been taken elsewhere - in France and Germany in particular.

The OFT's *Home Improvements Guidance* contains a discussion of the potential for unfairness of these and other standard terms in common use in the home improvements industry. The Guidance, first published in Bulletin No 3 (March 1997), was subsequently updated and reprinted in January 1998. It is available as a separate publication direct from the Unfair Contract Terms Unit, Office of Fair Trading, Room 505, Field House, 15-25 Bream's Buildings, London, EC4A 1PR.

British Vehicle Rental and Leasing Association

Finally, it is heartening to report that, following an approach by the OFT, a major trade association has recently adopted a very commendable revised model contract for its members'

use with consumers. The British Vehicle Rental and Leasing Association (BVRLA) represents about 85% of companies in an industry which deals with thousands of consumers every day, and which has commonly relied on contract terms that, inevitably, incorporate much detail but which - in the past - have also all too often included a great deal of legal jargon as well as terms of questionable fairness. The BVRLA's adoption of its new terms highlights objectives the OFT has been pursuing for some time.

In the first place it illustrates the constructive role trade associations can play in achieving contractual fairness. The OFT seeks to involve trade associations in the work on unfair contract terms whenever possible, even where we have no complaint directly about terms they recommend. Publication of model terms can spread the Regulation's messages on plain language and fairness much more widely, and thus benefit a much larger number of consumers, than bringing isolated cases against individual terms used by individual traders. It also helps reduce the risk of individual firms suffering a competitive disadvantage through being singled out for action - and the Directive requires the OFT to act in the interests of consumers *and competitors*. Finally, discussion with an association helps the OFT gain an appreciation of an industry, and sectoral reasons why certain standard terms are used in the form they are, increasing our ability to identify and deal with unfairness.

Secondly, the new contract is not only fairer than the old in many details, but as a whole represents an excellent example of the use of clear and intelligible language in contracts. This doubtless has much to do with the fact that the BVRLA drew up its terms with help from the Plain English Campaign. The OFT frequently recommends those whom it approaches under Regulation 8 to seek expert advice from organisations which are able to put documents into language consumers can understand (there are several), or from solicitors who specialise in plain language drafting (for instance members of Clarity). Use of plain and intelligible language not only meets the specific statutory requirement set out in Regulation 6, but makes it less likely that terms which protect suppliers' interests will be considered to create a contractual imbalance contrary to the requirement of good faith.

2 SCRUTINISING THE SMALL PRINT

We reproduce below an article published in the Summer issue of the OFT's quarterly journal, *Fair Trading*, to mark the third anniversary of the Regulations. It examines how the legislation works and highlights some important victories.

When the Unfair Terms in Consumer Contract Regulations came into force on 1 July 1995, the Director General of Fair Trading gained a major new role in consumer protection.

The Regulations implement a European directive which requires Member States to take steps to prevent continued use of unfair terms, by enabling those interested in consumer protection to take action in court or before an administrative body. The Director General currently performs this role alone, although this is likely to change under proposals that were put forward by the former Consumer Affairs Minister, Nigel Griffiths, to allow groups like the Consumers' Association to act on behalf of consumers in court. The Director General has welcomed this move.

The OFT has investigated about 3,000 complaints under the Regulations since they came into force. Around 75% have required action of some sort (beyond explaining to the complainant why no action was taken). No trader has yet fought a case all the way to court, but more than 1,200 contract terms have been dropped or revised.

On receiving a complaint, the OFT scrutinises not just the particular term highlighted, but the whole contract, commenting on all terms that appear unfair. To challenge an isolated term is clearly inappropriate if the whole contract needs redrafting. This comprehensive approach secures the best result for consumers, and is fairer to suppliers who would otherwise be at greater risk of 'repeat' action in future.

Unfair contract terms vary greatly in character and in the risk they pose to consumers. Some are used by sole traders, others by companies with millions of customers. Some are unique, others are routinely used by many businesses. Some cause actual harm, while others merely have the potential to do so. The definition of unfairness does not require proof that detriment has occurred – action is appropriate where there is a real possibility of harm to consumers. But priority is given to cases where consumers are at severe risk, or large numbers are affected.

Where similar terms are used across whole sectors, the OFT has increasingly been 'grouping' non-urgent cases, dealing with as many traders as possible together, and involving trade associations. Though clearly not the quickest way to tackle individual complaints, this approach ultimately secures protection for many more consumers. Success with one supplier often encourages others to concede. It is also fairer than singling out individual firms – indeed, the directive requires enforcement 'in the interests of consumers and competitors'.

Most success has been achieved in the area which has prompted most complaints – mobile phones, where all the main operators have now amended their existing terms. Dealings with pay-TV broadcasters are also well-advanced.

Sectors which include numerous small firms inevitably present more of a continuing challenge. By influencing trade association model terms and by tackling the major national companies, however, the OFT has already made substantial progress in areas such as removals, home improvements and vehicle rentals.

Other high-profile victories have included successful action against the use of penalty clauses in ‘non-status’ mortgage lending, and variation clauses to alter interest rates on savings accounts.

Results like these have been achieved without resort to court, but not without the threat of it. The OFT’s ability to end the use of terms that confer a real benefit on suppliers, such as long cancellation periods in mobile phone contracts, depends upon it being seen as willing to use its powers. The fact that cases have ultimately been settled is explained partly by the prospect of court costs and attendant bad publicity. Probably more fundamental, however, is the risk of terms being forbidden altogether rather than rewritten. Unfair terms normally give business a benefit that is excessive, rather than wholly unwarranted, and often the firm’s underlying interest is a vital one. Suppliers can avoid losing all the protection offered by, for instance, a ‘boiler-plate’ exclusion clause, by agreeing to narrow it and accept liability (as fairness requires) for negligence.

The OFT does all it can to help and encourage pre-emptive redrafting, short of actually telling firms what words to use. The basis on which terms are challenged is fully explained at the earliest opportunity. Apart from being good administrative practice, this is necessary to satisfy the court, if proceedings are ultimately issued, that the respondent was not denied the chance to make its terms fair by the OFT’s failure to explain itself.

Ensuring that contracts are redrafted also helps meet the consumer’s need for standard terms that are clear and comprehensive in their coverage as well as fair. Merely getting individual terms deleted would create ‘holes’ in contracts, which could have arbitrary legal side-effects and would often leave consumers unclear where they stood. The OFT is particularly concerned to ensure that contracts are drafted, as the Regulations require, in plain and intelligible language.

Argument over detailed wording takes time, entailing a risk that firms will continue to use unfair terms while negotiating. But the OFT always requires an immediate end to enforcement of any terms it challenges. Generally, firms comply but the OFT can take interim action when dealing with intransigence in the use of terms which urgently require to be banned.

The OFT believes that publishing information about its enforcement of the Regulations is particularly important. Lack of awareness of the legislation and its radical impact on contract drafting has made for some difficulties in getting contracts improved. It is only fair to say that,

in the past, solicitors who have wished to draft fairly have had to navigate largely without maps. The OFT has been attempting to meet the need for guidance and precedents in various ways, for instance by organising two conferences, but chiefly through a series of bulletins which explain its approach, report on each case, and provide numerous examples of terms considered fair and unfair.

The Regulations confer:

- a duty to consider complaints about standard terms;
- a power to take court action against anyone using or recommending an unfair term;
- a power to accept appropriate undertakings in lieu of going to court;
- a duty in each case to give reasons for taking or not taking proceedings; and
- a power to give information and advice about the Regulations.

3 CASE STUDIES

Statistical breakdown of action taken on cases completed by 31 December 1997

Between 1 July 1995 and 31 December 1997 we examined 2,263 cases. In 1,674 of them, we took action under the Regulations with the following results:

Unfair terms revised or discontinued without formal undertakings	236
Formal undertakings given	<u>5</u>
	(Sub-total 241)
Terms found to be no longer in use or supplier in liquidation - no further action necessary	130
Cases still under discussion with suppliers	433
'Duplicate' complaints dealt with by means already in hand	446
Answers to requests for advice on the application of the Regulations	<u>309</u>
	(Sub-total 1,318)

In some cases, action could be taken more appropriately under other legislation enforced by the Director General.

115
Total 1,674

In the remaining cases, no action was taken for the following reasons:

the complaint was not about a contract term	69
the complaint was about a term excluded from the scope of the Regulations:	
as between businesses	105
under Schedule 1(a) - employment contract	14
under Schedule 1(e)(i) - statutory/mandatory provision	35
the complaint was about a 'core term' not subject to the fairness test under Regulation 3(2):	
a) defining the main subject matter of the contract	74
b) concerning the adequacy of the price	22
the contract term complained of was not considered unfair	221
the complainant provided insufficient information for action	<u>49</u>
	Total 589

The latest 72 cases where unfair terms were revised or discontinued after examination are reviewed in the following pages.

References in the individual case studies to 'paragraph 1(..)' relate to 'the illustrative list of terms which may be regarded as unfair' set out in Schedule 3 to the Regulations: references to 'group ..' and Part 4' relate to the specimen terms shown in Part 4 of this Bulletin.

AMERADA HESS GAS (DOMESTIC) LTD
London, Royal Borough of Kensington and Chelsea

Source of complaint: OFGAS

Activity: the supply of domestic mains gas

A number of the company's original contract terms were considered to have potential for unfairness. One such term provided that the meter reading was 'conclusive' evidence of the volume of gas consumed, making no allowance for the possibility that the reading might be incorrect. This term has been satisfactorily amended by providing that the meter reading is to be regarded only as *prima facie* evidence of the volume of gas consumed - which is in line with the requirements of the company's gas supply licence (see Part 4, group 18a). Another term in the original contract contained a clause excluding liability for consequential and other types of loss: this has been satisfactorily amended to make it clear that it applies only to business customers. An exclusive jurisdiction clause was also amended (see group 17). An entire agreement clause has also been deleted (see group 2c).

AMERICAN GOLF (UK) LTD, trading as Cams Hall Estate Golf Club
Fareham, Hampshire

Source of complaint: a consumer

Activity: golf club

The standard terms and conditions in the club rules for Cams Hall were considered to have potential for unfairness in the light of a complaint from a member who found himself unable to resign and stop paying subscriptions.

Arguably, in the case of clubs that are wholly controlled by their members, the Unfair Terms in Consumer Contracts Regulations do not apply to the terms of membership, since it may not be possible to distinguish consumers from the supplier. But that question does not arise in the case of a club which is run for profit by a commercial venture.

Cams Hall has some of the characteristics of both kinds of club. In its capacity as the general manager of the Cams Hall venture however, American Golf (UK) Ltd (AGUK) controls certain aspects of the running of the club including the financial and other terms of membership, and the view was taken that such terms were therefore subject to the Regulations. Cams Hall did not agree but, without conceding the issue, nevertheless decided to seek to comply with their requirements.

The club's rules had the potential to turn members into a captive market. The provisions were lengthy and hard to understand (objectionable in itself). They required a substantial financial commitment comprising a repayable capital premium and subscription payments. On a strict reading, it appeared to be *possible* for the club to prevent members *ever* being released from their financial commitment and, at the same time, for the level of that commitment to be increased at the discretion of AGUK. The problem was addressed by redrafting the terms to reflect the stated intentions of Cams Hall and to ensure that any continuing financial commitment for departing members was no more than had been fully and clearly drawn to their

attention when they joined.

We insisted that prospective members should be given a clear written explanation of the position they would face on resignation from the club, and that the terms in question should be certain in their effect and not capable of being made more burdensome at the discretion of the club after they had joined.

Other changes were also required, in particular the introduction of a fair procedure for resolving disputes, the amendment of terms relating to the expulsion of members, and a narrowing of the scope of exclusion clauses. The club has also introduced new introductory literature for prospective members to explain the terms (see Part 4, group 2g).

Since, in this case, the terms are generally too long and complex to lend themselves to inclusion in Part 4 of this Bulletin, the main changes that have been made are summarised here:

- Under the former regime, members who resigned became liable to an annual 'registration fee' which could be set at the discretion of the General Manager (AGUK) and, prior to the rule changes, was set at the same level as a full subscription. Resigning members could not escape from this continuing liability until a replacement member had been found according to rules laid down by the club about such things as the size of categories of membership.

Amended so that the registration fee could not be more than half the subscription fee, and could in no case be payable for more than four years

- Rules could be amended or added to in effect at the discretion of AGUK and this was considered potentially unfair in light of paragraph 1(j).

Amended so as to ensure improved notification of members, and so that changes cannot affect the rights of members to terminate their membership.

- Members could be suspended or expelled if the General Manager considered their character or conduct unfit - and then lost any entitlement to recover the large capital loan/investment required of new members (it was otherwise repayable to the departing member, with some provision for interest, once a replacement had been found).

Amended so that (a) expulsion could only be for specified forms of serious misconduct, and (b) expelled members would be penalised only by loss of priority in the process of finding a replacement member - in effect, there may be delay in their recovery of their capital sum.

- Complaints and disputes were dealt with by the General Manager as he thought fit.

Amended so as to introduce an appeal procedure leading ultimately to independent arbitration.

- Exclusions of liability and indemnification provisions purported to relieve the club of liability to provide compensation even in circumstances where the law would normally make the club liable.

Amended so that the club did not exclude liability for negligence or breach of duty on the part of its officers

A clause which said that ‘membership does not create any presumption that the facilities or services that are now or hereafter may be available will continue to be available’ - in other words, that the club had no obligation to provide any services in consideration of the sums paid to it by way of subscription - was **deleted**.

ANGLIA POLYTECHNIC UNIVERSITY
Chelmsford, Essex

Source of complaint: students’ union

Activity: the provision of accommodation for students

The University’s *Rules, Regulations and Procedures for Students Manual* contained a clause which excluded responsibility for loss or damage to students’ property while they were on University grounds. The manual further laid down that the sole responsibility for the safekeeping of such property lay with individual students or with the item’s owner. This clause was considered unfair in the light of paragraph 1(b) of Schedule 3 since it excluded the University’s common law liability for its own negligence or lack of reasonable care. The University agreed to amend the clause so that it did not seek to remove its liability in such circumstances.

ATTEND-A-LOCK LTD
Andover, Hampshire

Source of complaint: trading standards department

Activity: locksmith

A statement on Attend-a-Lock’s invoices included a declaration that the company would not be liable for damage caused as a result of its work on customers’ property. This was considered to be unfair in the light of paragraph 1(b) since the blanket exclusion covered any liability on the part of the company for its own negligence or failure to exercise reasonable care. This term has now been deleted.

AUTO-CYCLE UNION
Rugby, Warwickshire

Source of complaint: a consumer

Activity: the governing body of British motor-cycle sport

A complaint about the terms of a member of the Auto-Cycle Union led to a general review of the ACU's conditions. A ticket purchased for a particular event purported to absolve the promoter and anyone connected with the promotion 'and/or organisation and/or conduct of the meeting' from all liability from accidents 'howsoever caused resulting in damage and/or personal injury to spectators or ticket holders'. This term was seen as being potentially unfair in the light of paragraph 1(a), since it had the effect of purporting to exclude any liability in the event of death or personal injury - even if it were caused by the company's own negligence. Such terms are void under the Unfair Contract Terms Act 1977, and this term has now been deleted.

BISHOPSGATE INSURANCE LTD
Eastleigh, Hampshire

Source of complaint: a consumer

Activity: the provision of holiday insurance

A term in a holiday insurance policy excluded the right of a policy holder to claim for cancellation of a holiday because of redundancy '. . . (where the Insured Person qualifies for payment under the Redundancy Payments Legislation)'. This was considered potentially unfair since intending holiday-makers were unlikely to understand that they would not be covered unless they satisfied the important qualifications for a redundancy payment under what is now the Employment Protection Act 1996.

This term has been amended to make it clear that cover is provided only if the policy holder is under 65 years of age and has been in two years' continuous employment.

BLOOMLINE LTD, trading as Britelite Windows
Maidstone, Kent

Source of complaint: a consumer

Activity: the supply and installation of double glazing

Various clauses in the company's contract restricted its liability and thus had the potential for unfairness in the light of paragraph 1(b). Among provisions that have now been deleted are clauses which excluded liability for unsatisfactory work, limited the time that consumers had to make claims, and excluded liability for delay (see Part 4, Group 2d). Also deleted are an entire agreement clause, and clauses which permitted the company to vary the price to be paid (see group 12) or to change what was to be supplied (see group 6a).

BP OIL UK LTD
Milton Keynes

Source of complaint: trading standards department

Activity: petrol station car-wash services

The conditions printed on a notice at a car-wash site denied liability for loss, damage or injury however caused. This wide-ranging exclusion had potential for unfairness in the light of both paragraphs 1(a) and 1(b): it was also void under the Unfair Contract Terms Act 1977 to the extent that it purported to exclude liability for death or personal injury through negligence. The notice has been amended so that it no longer excludes liability for the company's negligence or breach of contract.

BRITISH SKY BROADCASTING LTD
London Borough of Hounslow

Source of complaint: trading standards department

Activity: the provision of satellite television services

The original British Sky Broadcasting (BSkyB) subscription contract was considered to be weighted significantly against consumers since, while it permitted the company discretion to vary a number of elements in the services provided, it tied the users of those services into an agreement lasting for a minimum period of 12 months.

The terms of the contract also gave BSKyB an unlimited right to vary programming. The company could add channels that individual viewers might not want, and charge for them: alternatively it could withdraw channels or reduce the number of hours broadcast without reducing its prices. It could also start to charge for channels it had not previously charged for. In the revised contract, BSKyB retains the right to make changes to programming, but should it convert any non-premium or bonus channel into a premium channel (normally charged at a higher rate) it must continue to supply that channel to existing viewers at no extra cost for the minimum period of the contract. Should the company withdraw any channels so that viewers effectively receive a different option, it must reduce the price charged to the level of the lesser option. In addition, if a premium or bonus channel is withdrawn or the level of service is significantly reduced, viewers have gained the right to cancel, even during the minimum period (see Part 4, group 11).

While the way the original contract was framed did not make it immediately clear, during the first year of a subscription BSKyB effectively had an unlimited right to increase the subscription charge at any time, by any amount, as often as it wished. Under the amended terms, the company can raise the charge once only during the first 12 months of a subscription and it has stated that any such increase will not exceed 10% (or the rise in the retail prices index if that should be more). In addition, it will not increase the price for the first 60 days of a new subscription, nor change the terms of special offers (see group 12).

While the original contract allowed BSKyB to change any terms unilaterally, under the revised agreement it cannot now change the terms on prices, service level, or termination, except for security, legal or

regulatory reasons, and it can change or add to any other conditions only where it would be reasonable to do so (see group 10). And consumers can terminate the contract at any time - even during the initial 12-month minimum period - should the company alter the conditions that they signed up to. In normal circumstances, that minimum period now applies to both sides: formerly BSKyB could terminate the agreement after only one month (see group 6a).

The company also previously had the right to encrypt material at its discretion and exclude it from the service. It can still interrupt programmes for pay-per-view but only in such a way that viewers do not lose programming. If it interrupts a channel for a significant period, viewers can cancel the contract.

An entire agreement clause has been deleted, and a term excluding liability has been amended so that BSKyB now accepts liability for its own negligence (see group 2c). The term giving BSKyB an unrestricted right to withdraw the *Sky TV* guide has been amended to give viewers the right to cancel within the minimum term if the magazine is withdrawn.

**BROWNSEA HAVEN PROPERTIES LTD, trading as FJB Hotels
Bournemouth**

Source of complaint: a consumer

Activity: the management of two hotels providing conference and reception facilities

Four terms in the company's original booking conditions were considered potentially unfair.

One required consumers to raise queries on any invoice issued within seven days of receipt, and implied a limitation of liability for any mistakes that had not been brought to the hotel's attention within seven days. The company agreed to increase the time limit to three months (see Part 4, group 2d).

Another term required consumers to give an indemnity in respect of any damage to the hotel's property. This was considered to have potential for unfairness under Regulation 4 since the services provided would be bound to involve some wear and tear to the hotel's property. The company agreed to narrow the scope of the term so that consumers would be liable only for any intentional, reckless or grossly negligent damage that they, or a member of their party, had caused.

A third term sought to permit the hotel to alter, substitute or withdraw any service, facility, or amenity without notice. This was potentially unfair in the light of paragraph 1(k) of Schedule 3 and was amended simply to apologise for not being able to give notice of all changes to facilities.

The fourth term sought to deny the efficacy of any variation of the agreement unless the variation was agreed in writing and signed on behalf of the hotel. This was considered unfair in the light of paragraph 1(n) and the company agreed to amend it.

BRUNSWICK PROPERTIES

Blackburn with Darwen

Source of complaint: trading standards department

Activity: a property business dealing in options to purchase

This business agrees an asking price with the vendor and purchases a 12-month option to buy the property. During this period the vendor may not sell the property himself. The business had the right to assign the option to purchase and to keep any excess over the asking price. There was a lack of clarity in the restrictions on the consumer and this gave rise to potential for unfairness. The terms of the contract were clarified.

BTI (UK) PLC, trading as Budget Rent-a-Car (UK) Ltd Hemel Hempstead, Hertfordshire

Source of complaint: a consumer

Activity: vehicle rental

The company's original contract has been extensively altered to make it easier to understand and more transparent. Entire agreement clauses which denied liability for statements made by employees have been removed. In addition, one term has been amended to remove the possibility of consumers being held liable if they fail to identify every possible type of pre-existing damage, while a leaflet explaining the main exclusions and important terms of the insurance policy provided by the company has also been revised.

The unamended contract did not make consumers aware that the benefit of collision damage waiver would be lost if the terms of the agreement were broken. Since the agreement included a term requiring compliance with every kind of legal requirement, consumers could potentially lose such protection in the event of very minor infractions of the law. The redrafted terms do not contain such a wide-ranging provision.

CATCH MONITORED SECURITY

Thornaby, Stockton-on-Tees

Source of complaint: trading standards department

Activity: the supply and installation of intruder alarm equipment

The firm's original standard contract included a number of terms limiting liability and an entire agreement clause (see Part 4, group 14) - all of which were subsequently revised. Another term, stating that the agreement had been made after the customer concerned had expressly requested a home visit by a company representative, could have misled consumers about their rights (to cancel the contract, for example) under Regulations governing doorstep selling. This term was deleted (see group 18b). A term excluding liability for delay was amended (see group 2f).

CERTES SECURITY LTD
Slough

Source of complaint: a consumer

Activity: the supply and installation of intruder alarm equipment

The company's original contract contained a term that prevented the benefits being transferred to a premises' new owner, but which also stated that no refund would be given on such change of ownership (see Part 4, group 18d). Another term stated that certain charges were payable simply on presentation of an invoice. The consumer would not be in a position to know the level of these charges and we considered this potentially unfair under paragraph 1(i). Another term stated that the maintenance charge was renewable annually but would not *normally* over time be increased more than the retail price index. This was revised to state that price increases over the life of the contract would not exceed the retail price index by more than 5% (see group 12). This limited the scope to change prices in a fixed-period contract, gave greater transparency to potential price increases, and enabled the consumer to make a more informed decision about taking up the contract. Another term given no prominence in the main text of the contract stated that the agreement would be initially for a period of three years. In the revised contract, this term appears at the top of the agreement under a bold heading entitled 'Life of Contract' to alert consumers to the extent of their liability before entering into contract. Two exclusion of liability clauses and a penalty clause have also been amended (see groups 2c, 2h, and 5).

COASTLINE WINDOWS LTD
Newport, Isle of Wight

Source of complaint: trading standards department

Activity: the supply and installation of double glazing

This contract contained a number of terms which we considered to have potential for unfairness, all of which were deleted. Various clauses had potential for unfairness in the light of paragraph 1(b), for example a clause which excluded liability for unsatisfactory work or products, and a clause which restricted the consumer's right of set-off. Another had potential for unfairness under paragraph 1(k) since it allowed the company to vary the product to be supplied at its discretion. Another clause excluded the company's liability for consequential loss. The contract also permitted the company greater rights of cancellation than the consumer and the contract was thus unbalanced.

CROSVILLE WALES LTD
Llandudno Junction, Conwy

Source of complaint: trading standards department

Activity: the provision of scheduled bus services in Wales

The trading standards department complained that the company had cited its standard terms in refusing to refund a passenger with a return ticket when the bus for her return journey failed to arrive.

Four terms in the company's conditions of carriage were considered to have potential for unfairness under the Regulations. One excluded the company's liability for failure to run buses to timetable when a delay or cancellation was caused by circumstances beyond the company's control and this included an illustrative and non-exhaustive list of examples, not all of which necessarily fell into the category of 'circumstances beyond the company's control' (see Part 4, group 2f). This was considered unfair in the light of paragraph 1(b). Another term excluded liability for claims for personal injury where the injury was not brought to the bus driver's attention, and thus fell within paragraph 1(a). A term which permitted the company to increase its fares without notice was considered to be unfair within Regulation 4 since the company could easily and without cost provide some notice. A fourth term purported to exclude liability to third parties injured by baggage brought on to a vehicle by other passengers. We considered the exclusion of liability to third parties brought the term within paragraph 1(a) (see group 1).

The company agreed to revise the terms.

CROYDON MUSIC SCHOOL
London Borough of Croydon

Source of complaint: a consumer

Activity: the provision of group tuition courses in keyboard playing

One term in the school's standard invoice restricted the circumstances in which students' prepayments would be refunded and was considered to have potential for unfairness on a number of grounds. It could be interpreted to rule out the possibility of a refund where the school itself cancelled a lesson (seen as potentially unfair in the light of paragraph 1(d)) or where a student was legitimately dissatisfied with the standard of tuition (potentially unfair in terms of paragraph 1(b) of Schedule 3). The school agreed to make it clearer that the term related to unilateral cancellation by a student.

DALES COUNTRY COTTAGES LTD
Skipton, North Yorkshire

Source of complaint: a consumer

Activity: a letting agency for holiday cottages

Dales' booking conditions stated that the company acted entirely as a booking agent on behalf of holiday makers. Nevertheless, we considered that a number of terms set out in the booking conditions excluded Dales' liability for damage or loss caused by cottage owners and could protect the company in the event of its having failed to take reasonable steps to prevent the owners acting in ways it was foreseeable they might act. The terms also excluded or restricted Dales' liability for misrepresentation attributable to a cottage owner in the company's brochure, for an owner removing a property from Dales' list or making physical alterations to such a property, or for death, personal injury and loss of property resulting from the

negligence of Dales' direct employees unless acting in the course of their employment. The company agreed to revise or delete these terms.

DIAMOND CABLE COMMUNICATIONS PLC
City of Nottingham

Source of complaint: trading standards department

Activity: the provision of cable television and telephony services

A number of terms in the original contract with the potential for unfairness have all been satisfactorily revised or deleted. Among the terms that were revised was an entire agreement clause, and a term excluding liability for consequential loss which was amended so that it now applies only to business customers (see Part 4, group 2c). A clause stipulating that consumers were responsible for damage to the company's decoding equipment was amended to make clear that they were not liable for damage caused by the company. Another potentially unfair clause, placing liability on consumers in various ways that were ill-defined, was deleted from the contract.

DNW SECURITY SYSTEMS
Gateshead

Source of complaint: a consumer

Activity: the supply and installation of intruder alarms

A price variation clause was considered potentially unfair in the light of paragraph 1(l) of Schedule 3, since it enabled the company to put up the annual charge 'in the case of any increase in costs and outgoings', but did not permit customers to cancel the contract without loss of prepayment if they found the higher charge unacceptable.

DURHAM PINE LTD
City of Sunderland

Source of complaint: consumer advice centre

Activity: the sale of pine furniture

The company's contract contained a number of potentially unfair terms. One referred to items being sold 'as seen' (in what appeared to be an attempt to exclude statutory rights (see Part 4, group 2h)), another restricted a customer's right to withhold payment in the event of dispute, and a third indicated that the consistency of colour shades could not be guaranteed. All of these terms were misleading about a purchaser's statutory rights. Another term provided for cancellation in the event of a delay in delivery but was silent about the return of any deposit the customer might have paid. The terms were revised to draw

the attention of potential purchasers to their statutory rights and also included provision for the deposit to be fully repaid where a consumer properly exercised a right to cancel.

EASTERN NATURAL GAS LTD
London Borough of Enfield

Source of complaint: OFGAS

Activity: the mains supply of gas to domestic customers

A number of terms in the company's contract with domestic customers were considered to have the potential for unfairness and were satisfactorily revised. One was an entire agreement clause, considered unfair in the light of paragraph 1(n). We considered that another term, which gave the company discretion to estimate meter readings without requiring that they would be set at a reasonable level, failed the general test of fairness set out in Regulation 4. This was revised to provide that such estimates would be reasonable and based on previous gas consumption at the premises concerned or otherwise on average domestic consumption levels. A further clause placed an obligation on consumers to pay the sums set out in the company's statements without making any deductions (see Part 4, group 2e). Since it restricted a consumer's right of set-off, this clause too had the potential for unfairness, particularly in the light of paragraph 1(b): it was amended so that consumers would not be obliged to pay in full where they thought that the bill was wrong. Yet another clause excluded liability for indirect or consequential loss, and was considered unfair in the light of paragraph 1(b) (see group 2c). This was revised to provide for each party to be liable to the other for any losses that were a reasonably foreseeable consequence of the relevant breach of contract.

EMANUEL SPENCE LTD
Middlesbrough

Source of complaint: trading standards department

Activity: the provision of plumbing, glazing, roofing and joinery services, sometimes on an emergency basis

The company's original standard contract form was used for both business and private customers and, in regard to the latter, contained several questionable provisions. They included 10 terms that sought to restrict the company's liability generally, and which were considered to be potentially unfair in the light of paragraph 1(b) of Schedule 3. Among them were terms which restricted liability for defects in goods supplied, restricted liability for shortages in the supply of goods, restricted liability for delays in delivery, limited the right of customers to offset a debt, and denied their statutory right to reject defective goods. Another term sought to allow the company to increase the price of a contract without giving its customers the right to cancel, while there was also an entire agreement clause and an unfair indemnification clause.

A number of the terms did not comply with the requirement of Regulation 6 to use plain and intelligible language. All these terms have been removed from the company's contracts with private customers.

EUROBELL (SUSSEX) LTD

Crawley, West Sussex

Source of complaint: a consumer

Activity: the provision of cable television and telephony services

The company's contract contained a number of variation clauses, which effectively tied its customers to a minimum 12-month agreement, while the company remained free to vary programme/channel content, prices payable (see Part 4, group 12), and contract terms. Those customers who found any of these variations unacceptable and who wanted to cancel, were required to pay line-access and television service charges for the notice period and the remainder of any minimum period, plus an additional administration charge. These variation clauses had the potential for unfairness, particularly in the light of paragraphs 1(j), 1(k), and 1(l), while - because customers were tied into the contract - they were also likely to fail the general test of fairness in Regulation 4. The provisions were amended so that customers would be given 30 days advance notice of: any significant changes to the number or content of component television channels; price increases; and any alterations to the contract terms. Where customers were unhappy with the variations, they could choose to terminate the contract with no liability to pay charges for the remainder of the minimum period.

The original contract also contained a number of other types of potentially unfair terms, including a clause excluding liability for delay (see group 14) and an entire agreement clause (see group 18), both of which were suitably amended. Other clauses requiring the payment of deposits and administration fees were amended to provide that such charges would be set at reasonable levels.

EVERSEAL DOUBLE GLAZING LTD

Mansfield Woodhouse, Nottinghamshire

Source of complaint: trading standards department

Activity: the supply and installation of double glazing

The company's original contract contained a number of terms excluding liability, all of which were considered potentially unfair under paragraph 1(b). Clauses which excluded liability for delay, liability for damage to decoration during installation work, and liability for consequential loss were either satisfactorily revised or deleted. Also deleted was a widely-drawn clause which permitted the company to vary the products to be supplied - paragraph 1(k) indicates that such terms are liable to be considered unfair. At the same time, substantial amendments were made to another clause requiring payment in full if a customer did not allow access within 14 days. The revised version laid down that where the customer was unable to accept an appointment for installation within six weeks of the end of the estimated installation period, then 80% of the price would be payable, and installation or delivery would follow as

soon as reasonably possible thereafter. In addition, a potentially unfair entire agreement clause and an unequal cancellation right clause were satisfactorily amended.

A declaration that the consumer had read and understood the contract was amended to become a warning on the need to do so (see the term cited in group 18e of Part 4).

FITNESS FIRST PLC

Bournemouth

Source of complaint: trading standards department.

Activity: health club

A number of terms in the club's membership agreement were considered to be potentially unfair. Those purporting to restrict the club's liability for harm, injury or loss were satisfactorily amended. Among others that were revised or deleted were a 'no refunds' clause, considered potentially unfair in the light of paragraph 1(b), and terms under which the club claimed the right to vary, revoke or add to its rules (see Part 4, group 10), or alter the hours of opening without allowing for individual members to cancel (see group 11), considered unfair under paragraph 1(j).

Two provisions taken in conjunction were considered unfair in the light of paragraph 1(f): while one allowed the club to terminate the membership of anyone who 'in its absolute discretion' the club's management thought was not suitable for continued membership, the other obliged any individual so affected to pay all sums 'due and outstanding'. These terms were revised to provide for a refund of money paid in advance in those cases where the club itself terminated membership.

THE FOOTBALL ASSOCIATION LTD

London, Royal Borough of Kensington and Chelsea

Source of complaint: a consumer

Activity: the supervision of ticket sales for international football contests

No action could be taken on a complaint which focused on the terms and conditions of tickets issued for the Euro '96 football series since the relevant agreements were made before July 1995 and therefore fell outside the scope of the Regulations. Nevertheless, the Football Association was keen to ensure that any future provisions did not fall foul of the Regulations and asked for further advice about the terms to be used for World Cup qualifier matches and FA events at Wembley Stadium.

One of the terms that had been proposed purported to incorporate the separate rules and regulations of Wembley Stadium Ltd. This was considered objectionable in the light of paragraph 1(i) of Schedule 3 but our concerns were addressed by combining the two sets of terms and conditions in a single document.

Another term, under which the FA reserved the right to alter or change the advertised programme and, at its discretion, refuse admission to Wembley Stadium was considered to be too widely. The revised version spells out the circumstances in which ticket holders may be refused admission: examples include failure to comply with instructions from police officers, appearing to be under the influence of alcohol, and climbing over a fence or other structure without express permission.

In addition, in place of a single clause which simply stated that no refunds would be given unless a match had been cancelled before the kick-off, the revised terms deal with the issue of refunds where a match is postponed before or after kick-off, and where a match is abandoned.

FREEDOM CLUB (UK) LTD
London Borough of Camden

Source of complaint: trading standards department

Activity: the provision of concessionary travel and holiday opportunities

A lump sum payment entitles club members to periodical travel and holiday offers. Although club membership is marketed by telesales, the application form sent to intending members contained a clause stating that no oral representation had been made to induce entry to the club. This has now been deleted.

GARLAND ELECTRONICS LTD
London Borough of Barnet

Source of complaint: trading standards department

Activity: the supply of electronic appliances

A term on the invoice required all repair items under guarantee to be brought back to the shop and subsequently collected by the customer. This had potential for unfairness under paragraph 1(b) and also liable to give rise to an offence under Article 4 of the Consumer Transactions (Restrictions on Statements) Order 1976 because it had the effect of removing a customer's right to claim the expenses involved in returning goods which were faulty at the time of purchase (see Part 4, group 2h).

GLOBAL INTERNET LTD
London Borough of Wandsworth

Source of complaint: a consumer

Activity: the provision of Internet access services

Several terms in the company's customer agreement attempted to limit its liability for failure to supply the contracted service and were considered unfair in the light of paragraph 1(b) (see Part 4, group 2g). The contract also included a requirement to give three months' notice to terminate a 'leased line service', with the effect that consumers could find themselves paying for an unnecessary period of service (see group 8). There appeared to be no practical reason for such a long period of notice and the requirement was deleted.

The contract also included an entire agreement clause and a term which was potentially unfair in the light of paragraph 1(p) as it allowed the supplier to assign while forbidding assignment by the consumer (see group 16). Another term stated that any notice to Global had to be served by sending it by first-class post in a pre-paid envelope to the company's main address, or by e-mail, and that any such notice could be deemed to have been served only if the sender had received an acknowledgment from the company. The effect of the term was that Global could keep its customers locked into an agreement by failing to acknowledge their letters or e-mail, and thus benefit from its own delay. The revised term removed this possibility.

GRAMPIAN GARAGE DOORS

Dyce, City of Aberdeen

Source of complaint: trading standards department

Activity: the supply and installation of garage doors

The company's contract contained a number of potentially unfair terms, which were either deleted or amended. These included: an entire agreement clause (amended); a clause permitting the company to vary the contract terms (deleted); and a price variation clause (deleted). The contract also provided that unless it had been notified of any defects in materials or workmanship within 48 hours, the company was absolved of any liability, thus restricting the right of customers to reject goods, while their right of set-off was also excluded. The amended clause provided that customers should notify the company of any defects in materials or workmanship as soon as they became aware of them (reflecting the position in common law), while the exclusion of the right of set-off was deleted. Other terms excluded the company's liability to make good any damage to the building, and allowed the company to increase the price if additional work was found to be necessary. This clause was amended to make clear that the company did not exclude liability for damage caused by its own negligence, and also so that the price could not be increased to cover any additional work caused by the company's negligence.

GRANADA UK RENTAL AND RETAIL LTD

Bedford, Bedfordshire

Source of complaint: consumer advice centre

Activity: the provision of video recorder and television rental services

A number of contract terms with the potential for unfairness which were revised or deleted. One term which reserved the right to vary the terms by giving 'any notice required by law' was amended to be subject to the giving of 'reasonable notice'. Another term permitting the company to replace equipment

with items that were ‘similar (but not necessarily identical)’ was altered to read ‘equivalent or better’. An exemption from liability for damage to people or property once the agreement had ended, but while goods remained in the customer’s home, was satisfactorily revised. A term which had the potential to exclude or restrict a hirer’s legal rights in the event that the agreement failed to operate, or operated inadequately (including the denial of liability for negligence or consequential loss resulting from such failure) was deleted.

While another term appeared to place the risk of equipment being beyond economic repair unfairly on hirers, Granada said that it would not rely on this provision during the minimum period of the agreement. The company also gave a satisfactory explanation of how, in practice, it would operate three other terms in the agreement.

The OFT has reserved its position on two further clauses in this contract. It will take them up with the company should it receive any complaints that suggest that they cause detriment to consumers.

T C HARRISON GROUP LTD
City of Sheffield

Source of complaint: trading standards department

Activity: the supply of motor vehicles

The original contract included a term which placed the company under no obligation to deliver a vehicle within a set period but prevented an intending purchaser cancelling an order without penalty if delivery could not be met within a set period (see Part 4, group 6b). This was amended to allow the customer to cancel the contract should delivery not be made within 14 days of the date originally set, while the company would be obliged to repay any deposit. Also revised were an entire agreement clause and a term which stated that disputes could be resolved only by means of arbitration, which was considered potentially unfair in the light of paragraph 1(q).

HEATSEAL (LEICESTER) LTD
Melton Mowbray, Leicestershire

Source of complaint: trading standards department

Activity: the supply and installation of double glazing

The company’s contract contained a range of potentially unfair terms frequently encountered in home-improvement contracts. These included: a widely drawn variation clause; clauses providing unequal rights of cancellation to the business and its customers; clauses excluding liability for consequential loss and for delay in installation; and an objectionable retention of title and repossession clause which - in the event of breach of contract by a customer - entitled the company to free and unrestricted access to that customer’s property, without notice, in order to repossess and resell goods (see Part 4, group 19). A peculiarity of this contract was that the last-named clause was particularly long and detailed, extending to 13 sub-clauses (an extract is quoted in group 18 (c) of Part 4). All these terms were satisfactorily amended (in many cases by reference to the Glass and Glazing Federation’s model terms) or deleted.

HERTFORDSHIRE WINDOW COMPANY LTD
Letchworth, Hertfordshire

Source of complaint: trading standards department

Activity: the supply and installation of double glazing

The original contract contained a number of objectionable terms, including one which excluded liability for damage caused during installation (considered unfair in the light of paragraph 1(b)); a potentially unfair survey clause (paragraph 1(f)); an entire agreement clause (paragraph 1(n)); and a term which failed to meet the requirements of Regulation 6 that terms be drafted in plain and intelligible language. These clauses were all satisfactorily amended.

HERTZ RENT-A-CAR LTD
London Borough of Lambeth

Source of complaint: a consumer

Activity: vehicle rental

The original complaint concerned an obscurely positioned insurance term that obliged hirers themselves to meet the first £3,000 of each liability should they incur any liability to any third party or passenger in using the hired vehicle. It was considered that exposure to such a liability was onerous and that the term should be properly drawn to the attention of intending hirers. The term was revised to clarify the insurance coverage provided.

In a general examination of the company's rental terms an exclusive jurisdiction clause which would be of particular significance in cross-border transactions also attracted our attention. The original term stated that disputes could not be taken to the courts of any country other than that named. This was amended to allow all proceedings that might arise to be submitted to the non-exclusive jurisdiction of the competent court in the country in which the vehicle was registered, while the applicable law and any proceedings would be in accordance with the law of the country where the agreement was signed. This type of clause is of particular value to those consumers who, for example, want to pursue an action following their return from holiday. Terms which make it difficult to seek redress through the courts in cases where there is legitimate cause are considered objectionable in the light, particularly, of paragraph 1(q). In addition, a term that waived certain protection for consumers provided by the Data Protection Act was satisfactorily narrowed in scope (see Part 4, group 18f).

Hertz undertook a full review of all their terms and the presentation of their contracts and insurance policies in order to comply with the Regulations.

HILLARYS
City of Nottingham

Source of complaint: trading standards department

Activity: the supply and installation of window blinds

The trader's contract contained only two express provisions. One, which had potential for unfairness under paragraph 1(b), stated that estimated fitting dates were approximate only and did not form a term of the contract. The other sought to prevent customers cancelling an order.

The first was revised and the second term was deleted.

HOMESTYLE (UK) NORTHERN LTD
Leeds, West Yorkshire

Source of complaint: trading standards department

Activity: home improvements

The original contract contained a range of terms which were considered potentially unfair and which have been deleted. They included an entire agreement term (considered unfair under paragraph 1(n)), a term reserving the right to change what was supplied (paragraph 1(k)), an exclusion of liability for delay (paragraph 1(b)), a 30% cancellation fee (paragraph 1(e)), and a restriction on the right to set-off (paragraph 1(b)). The use of these terms was discontinued and the contract was rewritten to remove the potential unfairness identified. A clause that was not in plain, intelligible language was deleted (see Part 4, group 19a).

IKANO FINANCIAL SERVICES LTD
Woking, Surrey

Source of complaint: a consumer

Activity: the provision of credit card services for the Ikea furniture store

One term in Ikano's contract appeared to say that, if the company had not sent an account statement, a customer would be liable to pay interest (even when payment had been made on time and no interest was due) while another indicated that interest would be payable from the date an account was opened (even if no purchase had been made). Both problems have been addressed by redrafting.

INITIAL APPROACH

Dunblane, Clackmannanshire

Source of complaint: trading standards department

Activity: the provision of introduction services

Improvements were made in two terms of the agency's contract with its clients. The first had denied any liability for the outcome of any contacts or meetings. In our view, such a term could be used to exclude liability for negligence in cases where one client was harmed by another. The contract was amended so that, in the event of its receiving any complaint about a client, the company undertook to remove that individual from its books, so reducing the possibility of such problems recurring. The second term had allowed the company to dissolve the contract on a discretionary basis without giving any reason for doing so, while retaining any money paid. This was amended so that the reasons for such termination were clearly stated (see Part 4, group 1a).

KEY MOVES

Saddleworth, Lancashire

Source of complaint: a trade association

Activity: the provision of estate agency services

This company's terms of engagement contained two potentially unfair terms. The first denied all liability for the accuracy of either its valuations or the advice given to its clients. This was considered unfair in the light of paragraph 1(b). The second was an entire agreement clause, considered unfair under paragraph 1(n). Both terms were deleted.

Additionally, the contract was rewritten to comply with the plain language requirement of Regulation 6.

KIRKPLAN KITCHENS AND BEDROOMS

Iver, Buckinghamshire

Source of complaint: trading standards department

Activity: the supply and installation of fitted kitchen and bedroom furniture

A number of terms in the company's original contract were considered unfair, and these were all revised or deleted. One excluded liability for delay and consequential loss (potentially unfair in the light of paragraph 1(b)). The revised version makes it clear that the company excludes liability for delay only for reasons beyond its control, and the exclusion of liability for consequential loss was deleted (see Part 4, group 2f). Another clause excluded liability for damage during installation (paragraph 1(b)), and this clause was satisfactorily amended (see group 5). A potentially unfair survey clause (paragraph 1(f)) and a penalty clause (paragraph 1(e)) were both satisfactorily amended. An entire agreement clause (paragraph

1(n)) and a product variation clause (paragraph 1(k)) were both deleted. A clause which required that the full contract price be paid on delivery of the furniture was also deleted.

LEWES TERTIARY COLLEGE

Lewes, East Sussex

Source of complaint: a students' representative body

Activity: the provision of accommodation in the college halls of residence

Various terms in the college accommodation agreement were considered to be potentially unfair. These included: an exclusion of liability for loss (paragraph 1(b)); two penalty clauses (paragraph 1(e)); a requirement to comply with any regulations or instructions issued by college staff (which was considered unfair under paragraph 1(i) since it bound students to unseen terms); and two terms placing broad responsibilities on students. These were considered likely to fail the general test of unfairness in Regulation 4 although they did not correspond to a term in Schedule 3. All these terms were satisfactorily revised. Another term, under which students were required to pay for excess electricity consumption even though they might not be responsible for it, was deleted.

LEX RETAIL GROUP LTD

Bourne End, Buckinghamshire

Source of complaint: a consumer

Activity: the supply of new and used motor vehicles

One term in the company's sales agreement was considered potentially unfair in the light of paragraph 1(k) since it permitted the supplier to alter any characteristics of the product to be provided. Any term which has the effect of allowing a company to substitute what it wants to supply for what customers have ordered is likely to be considered unfair, particularly when those customers have no right to cancel the contract if the substitutions are unacceptable (see Part 4, group 11). Such variation clauses are especially likely to be unfair where they are associated with a right to increase prices - another term in the contract (see group 12). Taken together, the two types of clauses can be a means of forcing consumers to buy and pay for higher specification products than they have actually ordered.

A clause concerning delivery was very widely drafted and was considered potentially unfair in the light of paragraph 1(b). This term excluded liability for loss 'howsoever caused' and allowed the company to cancel a sale for 'any reason whatsoever' if it could not deliver, with liability limited to the return of the deposit. We took the view that customers should be able to withdraw from the contract without penalty if the resultant delays were unreasonable. Such provisions may allow a supplier to stall the start of a contract for many months, and pass on to customers any increase in prices that may have occurred in the interim (see group 2f).

A further term in the agreement stated that the purchaser was deemed to have accepted the goods upon delivery, and that the purchaser had the right to examine the goods before delivery. Under section 35(2) of the Sale of Goods Act 1979 where goods are delivered to the buyer and he has not previously examined them, he is not deemed to have accepted them until he has had a reasonable opportunity of examining them. When the buyer is a consumer, section 35(3) provides that the buyer cannot lose this right by agreement, waiver or otherwise. Such a term was potentially unfair in light of paragraph 1(b).

Many companies have found it simpler to separate the terms which will not apply to consumers and put them under a separate heading. This company went a stage further and provided different contracts for each service it offered, such as vehicle sale agreement, used vehicle purchase agreement, invoice for service/repair, repair estimate, and invoice for parts. All the new contracts were substantially revised with particular attention paid to using plain language throughout.

LITTLE LEARNERS PRE-SCHOOL GROUP
London Borough of Bromley

Source of complaint: a consumer

Activity: the provision of nursery education for pre-school children

The contract contained an ambiguous termination provision. The school redrafted the term to take account of the requirements of Regulation 6 that contract terms must be in plain, intelligible language.

LJT MOTORS
Rotherham, South Yorkshire

Source of complaint: trading standards department

Activity: a used car dealership

In sales contracts where LJT agreed to accept another vehicle in part exchange, the company required the seller to sign a declaration that the latter vehicle had never been registered outside mainland Britain, had never been subject to a major repair or insurance claim, and had never been used by a taxi business or the police. We considered that it was potentially unfair to require someone who had not been the owner of a vehicle from new to make a statement about its history. Such a demand was also likely to fail the general test of fairness of Regulation 4. In making an assessment of good faith, the Regulations take account of the bargaining position of the two parties: we took the view that a specialist dealer was likely to be better placed than many owners to examine a particular vehicle's history and status and that the company could seek unfairly to rely on such statements where it had not made its own investigations.

The trader agreed to amend the form so that it included a prominent warning that the company might seek to withdraw from the deal if the information which an owner gave about a vehicle was false.

LONDON AND EDINBURGH INSURANCE COMPANY LTD

Worthing, West Sussex

Source of complaint: a consumer

Activity: motor insurance

A motor insurance policy contained a compulsory arbitration clause (made automatically unfair in terms of the Regulations, and thus effectively blacklisted, under the Arbitration Act 1996).

The company discontinued use of the term.

LONDON CALLING MUSIC LTD

London Borough of Greenwich

Source of complaint: trading standards department

Activity: the provision of travel arrangements associated with concert tickets

The complaint arose from the cancellation of an Oasis concert in Paris. A term in the contract prevented cancellation of the related travel and holiday arrangements if the concert had been cancelled. Only the face value of the concert tickets would be refunded. This was considered potentially unfair in the light of paragraph 1(b) since consumers were left with the right to travel when it would be pointless for them to do so. In effect, the term attempted to oust the doctrine of 'frustration' in contract law. The company now provides concert cancellation insurance to all clients and, in practice, a full refund is now given should the event that consumers have booked to attend be cancelled. The company also offers a seven-day money-back guarantee after booking.

THE LOOSE COVER CENTRE

Darlington

Source of complaint: trading standards department

Activity: the supply of made-to-measure loose chair covers

The brief terms and conditions contained three provisions which sought to restrict the statutory right of consumers to reject goods that were not of satisfactory quality. These were considered to be potentially unfair under paragraph 1(b). Another term had the effect of preventing consumers cancelling the contract even if the goods were not delivered in a reasonable time. The contract also included a non-refundable deposit term which had the effect of a penalty clause that could award more in compensation to the trader than the loss incurred. The trader decided to withdraw all its standard terms and conditions.

MEAN FIDDLER ORGANISATION LTD

London Borough of Brent and Harrow

Source of complaint: a consumer organisation

Activity: the promotion of concerts and music festivals

The complainant highlighted terms which appeared on the back of tickets for an individual artist and a festival. One term which allowed the management the right to refuse admission was changed so that, in future, any ticket holder who was so excluded would receive a full refund of the ticket value. In promotions for a single named act - plainly the prime draw for ticket purchasers - a term stating that the artist line-up might be subject to change was revised to say that only the support line-up might be affected. Another statement, that 'no refunds' would be given, was also revised to say that no refunds would be given except in the case of the event being cancelled.

These changes have now been incorporated on all standard tickets issued by the Mean Fiddler Organisation.

MICROSOFT UK LTD

Wokingham

Source of complaint: a consumer

Activity: the provision of software for personal computers

Many of the terms in the Answerpoint agreement were considered not to be written in plain and intelligible language, and were difficult to understand. The contract contained computer jargon, and legal jargon, such as 'consequential loss' and 'force majeure'. There were also phrases which would be unfamiliar to a UK audience such as 'customer feature suggestions (a product "wish")'.

One term in the contract allowed the company to determine whether an incident was the result of a fault in the product and then deal with it as such. We took the view that this could be potentially unfair in the light of paragraph 1(m), since it left the company free to determine as it chose without regard to fairness. The *effect* of this clause was to purport to exclude liability under terms implied by the Sale of Goods and Services Act 1982, specifically duties under sections 13 and 14 to carry out the service provided with reasonable care and skill and within a reasonable time. Nevertheless, there was no *intention* on the part of Microsoft to offer a poor service which was subject to delays and the company subsequently redrafted the clause to reflect this (see Part 4, group 2c).

The widely-drafted original term also purported to exclude liability for foreseeable loss and was considered to be potentially unfair, to the extent that it affected consumers, as indicated by paragraph 1(b). In addition, it failed to meet the requirements of Regulation 6 that terms be drafted in plain and intelligible language.

A term in the end-user licence agreement was considered unsuitable for use with consumers. The agreement contained two separate exclusions of all implied rights to redress (conflicting in that one appeared to accept liability for 90 days only and one to reject it altogether) for defects in hardware, together

with an exclusion of indirect loss. The limited warranty contained legal jargon, including the obsolete term 'merchantability'.

The original 'Customer Remedies' clause was considered potentially unfair in the light of paragraph 1(b) (see group 2c). The Consumer Transactions (Restrictions on Statements) Order 1976 also applies to the extent that there is a supply of goods such as a disc. The 1976 Order requires wording which states unequivocally that a consumer's statutory rights against the retailer in relation to the quality of goods supplied are unaffected, without casting any doubt on their existence. The revised term makes it clear that the restricted remedy lies only against Microsoft, and that it was additional to and without prejudice to statutory rights *against the retailer* (see group 2a).

NATIONAL EXPRESS LTD
Winchester, Hampshire

Source of complaint: a consumer

Activity: the provision of scheduled passenger coach services

Various terms in the company's Conditions of Carriage were considered to be potentially unfair. One term excluded liability for consequential losses and limited liability for failure to get travellers to their destination to the cost of providing a taxi. Had it been restricted solely to the *transport* component of a claim there would be no objection to this provision, but consumers might also be entitled to recompense for incidental expenses - especially if they had been subjected to a long delay before the scheduled coach had been cancelled (see Part 4, group 2c). National agreed to revise the term to reflect this and agreed to raise its overall limit on liability for any loss or damage to baggage caused by its own negligence. It also revised a clause declining all liability for 'monetary' losses (see group 2b).

NATIONAL MOBILITY LTD
Bristol

Source of complaint: a consumer

Activity: the provision of mobility aids for less able consumers

The contract included an entire agreement clause which was deleted. Another term stated that the supplier would use its best endeavours to deliver within the period specified but would not be responsible for delays caused by situations beyond its control. As such, the term was thought to be potentially unfair in the light of paragraph 1(b): it was amended to state that if the goods could not be supplied within four weeks of the specified delivery date then either party would be entitled to end the agreement and the consumer's deposit would be returned.

Another term considered potentially unfair in the light of paragraph 1(k) was revised. The original contract allowed only three days for consumers to cancel the contract which, depending on the circumstances, could undermine their rights under the Consumer Protection (Cancellation of Contracts Concluded away from Business Premises) Regulations 1987. The revised term gives consumers seven working days from the

placing of an order within which they can cancel the contract.

OLYMPIC CARS LTD
Stroud, Gloucestershire

Source of complaint: a consumer

Activity: vehicle rental

One term in the company's contract denied liability for loss or damage to any property stored in a rented vehicle. This could have had the effect of excluding the supplier's liability where, for example, security of the vehicle had been compromised by the supplier's negligence. This provision was considered to have the potential for unfairness, since it was not qualified in any way and thus applied to losses that could have been avoided by the exercise of reasonable care. Another term stated that the company would take all reasonable steps to provide the hirer with a well-maintained vehicle but was not liable for any direct, indirect or consequential loss caused by any breach of that or any other obligation. This term was so broadly drafted that it could be understood to exclude liability for death and personal injury arising from negligence. Such terms are *always* void under the Unfair Contract Terms Act 1977, and thus likely to be found to be unfair in the light of paragraph 1(a). The contract also included an entire agreement clause. The terms were revised.

ORCHARD WINDOW COMPANY
Luton

Source of complaint: trading standards department

Activity: the supply and installation of double glazing

This contract contained a number of potentially unfair terms, including an entire agreement clause (considered unfair in the light of paragraph 1(n)), and a potentially unfair survey clause (paragraph 1(f)). These clauses were amended. The contract also contained a clause providing that if consumers wished to delay the installation of the windows they had ordered by more than 14 days after they had been informed that the goods were ready, the full contract price became due. This clause had potential for unfairness since it required payment of the full contract price in advance of the installation work being carried out, and thus entirely removed the consumers' right of set-off (see Part 4, group 5). It was amended to provide that consumers would allow installation to start within 21 days of their being informed that the materials were ready for delivery; while if, within a further 21 days of the end of the agreed installation period, consumers had not, in fact, permitted installation to begin then 80% of the contract price would become due and installation would follow as soon as reasonably practicable.

PICKFORDS LTD, removals insurance managed by Willis Corroon Cargo Ltd
London, Royal Borough of Kingston upon Thames

Source of complaint: a consumer

Activity: the insurance of goods Pickfords has contracted to carry

The consumer complained that the time limit of seven days for making claims on the insurance policy was unfair. We took the view that the policy document did not give sufficient prominence to the time limit, and that a number of other terms had the potential for unfairness under the Regulations (see Part 4, groups 2b and 18b).

PLASTICS WINDOW FEDERATION

Luton

Source of complaint: trading standards department

Activity: a trade association representing members of the double-glazing industry

A number of the model terms recommended by the Federation to its members were considered to have the potential for unfairness under the Regulations, and the specimen contract was completely redrafted.

Among the terms which were satisfactorily revised were: two entire agreement clauses (potentially unfair, particularly in the light of paragraph 1(n)); a clause excluding liability for damage caused during installation (paragraph 1(b)); a widely drawn product-variation clause (paragraph 1(k)); an unfair survey clause (paragraph 1(f)) (see Part 4, group 6a); and a term requiring consumers to grant a company access for the purpose of remedying any complaint. The last-named term was likely to fail the general test of fairness set out in Regulation 4 because it failed to recognise that there might be legitimate circumstances where it was reasonable for consumers to refuse such access. Another term which was revised required that postal cancellation had to be sent by recorded delivery or registered post. This was a potentially unfair formality requirement (paragraph 1(n)) (see Part 4, group 14b). A penalty clause (paragraph 1(e)) was deleted.

QUICK STITCH

City of Leicester

Source of complaint: a consumer

Activity: dry cleaning

The complaint concerned a wedding dress decorated with 3,000 pearl beads, where the beads had disintegrated during the cleaning process. The trader relied on a disclaimer that, for silk and linen items, cleaning was accepted at the customer's own risk. This disclaimer could be used to evade liability for damage caused as a result of negligence on the part of the business, or a failure to undertake work with reasonable care and skill, which would be considered potentially unfair under paragraph 1(b) of Schedule 3. In practice this also applied to hand-made items without a cleaning instruction label. The term was revised to make it clear that, while liability for unforeseeable reactions was excluded, liability

for damage resulting from negligence or a failure to take reasonable care and skill would not. The company indicated that it would draw its customers' attention to this exclusion.

RAC MOTORING SERVICES LTD

London, City of Westminster

Source of complaint: Trading standards department

Activity: the provision of breakdown rescue services and repatriation of cars from the Continent

One term in the RAC's general membership conditions stated that the organisation would not be responsible for any consequential loss in connection with an incident, however it might be caused. But liability for damage and for breach of the implied term to carry out services with reasonable skill and care (section 13 of the Supply of Goods and Services Act 1982) can be excluded only if it is reasonable to do so in particular circumstances. In this case, the term was very widely drafted and was considered to be potentially unfair in the light of paragraph 1(b). The term was revised.

A condition in the RAC's Reflex Europe contract which excluded all liability on the part of the company for any damage to a vehicle in transit was considered to be potentially unfair since its effect was to exclude liability for the company's own negligence and thus failure to exercise of reasonable care. Moreover, the choice of operator to repatriate the vehicle appeared to be the RAC's and not the consumer's. The term was deleted. A restriction on the consumer's right of set-off was also dropped.

ROLLING MOTOR CARAVAN HIRE

Cardigan, Ceredigion

Source of complaint: trading standards department

Activity: hiring out motorised caravans and motor homes

The complainant reported the case of a consumer who had damaged a vehicle hired from Rolling and was aggrieved by a term which allowed the business to retain his security bond since the hire terms also stated that the hire charge included comprehensive insurance.

The limits of the insurance cover were considered insufficiently intelligible to intending hirers and were revised to make it plain that the cover was subject to an excess of £250 - which could be taken from the security bond. Another term excluded liability for hotel costs and other 'consequential loss' in the event of a major breakdown and these exclusions were removed. A cancellation clause under which a hirer forfeited all fees for cancellation of a reservation was considered to be a potential penalty clause and was revised so that the company would seek to mitigate its loss by re-hiring the caravan and would limit its charge to the proportion it was unable to recover in this way.

ROSECLAIM LTD
Manchester

Source of complaint: consumer organisation

Activity: the promotion of music festivals

The complaint referred to terms for the 'V97' festival held in August 1997. The terms contained many exclusion clauses. The company told us that it would not seek to rely on them and would not use them for future promotions.

ROVARD FACILITIES LTD, trading as British Car Rental
City of Coventry

Source of complaint: trading standards department

Activity: vehicle rental services

One term in the company's rental agreement expressly excluded 'all conditions and warranties express or implied as to quality or description and fitness for purpose of the vehicle'. This was considered potentially unfair under paragraph 1(a), since it had the effect of denying liability in all circumstances, including death or personal injury due to the negligence of the company. The term has been revised to affirm that the company would accept responsibility for any fault or mechanical breakdown and that nothing in the agreement excludes liability for death or personal injury caused by negligence (see Part 4, group 1).

A statement in the original agreement signed by hirers required them to acknowledge that the hired vehicle was fit for its purpose and in good condition. This was regarded potentially unfair in the light of paragraph 1(b) because, by signing a statement that was not necessarily correct, consumers could be misled into believing that they had lost the right to redress in the event of a dispute. In reality a hirer might not be able, and might not always be given an opportunity, to inspect the vehicle thoroughly before the rental is arranged. The term has been revised to say that the vehicle is in good condition and free from apparent defects or damage other than any brought to the hirer's attention. A clause excluding liability for defective goods has also been amended (see group 2a).

A further term that has since been amended stated that the hirer and the driver would not use the vehicle in a manner which might render void the insurance policy (see group 9) or other contract of insurance. This had potential for unfairness where the hirer had no knowledge of the terms of the policy.

SAFeway WINDOWS, DOORS AND CONSERVATORIES
Bilston, Wolverhampton

Source of complaint: trading standards department

Activity: the supply and installation of windows, doors and conservatories

Several terms in the firm's contract had potential for unfairness under paragraph 1(b). These included a clause which excluded liability for damage to goods or property during installation; another which provided that consumers must notify any claim within 14 days; a clause which excluded a consumer's right of set-off; and one which excluded liability for delay and consequential loss. All were satisfactorily revised. Other clauses which were satisfactorily amended were a potentially unfair survey clause (paragraph 1(f)); a potentially unfair penalty clause (paragraph 1(e)); and a widely-drawn product variation clause (paragraph 1(k)). Potentially unfair terms which were deleted included a price variation clause (paragraph 1(l)); an entire agreement clause (paragraph 1(n)); and an enforcement clause which gave the right to the company to enter a consumer's premises at any time to repossess goods (likely to fail the general test of fairness at Regulation 4). In addition the original contract had suffered from a lack of clarity and the terms were substantially improved in this respect.

SARN INVESTMENTS LTD, trading as Car World
Peterlee, County Durham

Source of complaint: trading standards department

Activity: the sale of motor vehicles

One term stated that consumers should examine the car they proposed to buy and satisfy themselves as to its quality. The object or effect of this clause was to pass the risk of any defects that might appear later to purchasers since it could be understood to deem that they had actually satisfied themselves about the quality of the goods whereas, in truth, they might have made only a limited examination, if any at all. They might also have been unaware of the existence or effect of the clause and that it could be used against them in a dispute to disapply their rights under the Sale of Goods Act 1979. The term was revised (see Part 4, group 18e).

SCAN INTERNATIONAL
Bolton, Lancashire

Source of complaint: trading standards department

Activity: the supply of computer software

The company's contract contained a number of potentially unfair terms (see Part 4, groups 2a and 2c). They included: one which allowed variations in price and specification (considered potentially unfair in the light of paragraphs 1(k) and 1(l)); a clause which had the effect of excluding liability for goods that did not correspond with the description given (paragraph 1(b)); and an exclusion of liability for

consequential damage arising from goods sold or fitted by the trader (also paragraph 1(b)). In addition, a statement about errors and omissions and statutory rights was considered not to meet the plain language requirements of Regulation 6. Other potentially unfair terms included one imposing a formality requirement in relation to the return of items, and another requiring consumers to pay for the costs of returning faulty items.

The trader advised us that the terms and conditions objected to had been discontinued and were no longer appearing on the website.

SOLO WINDOWS (LEICESTER) LTD
City of Leicester

Source of complaint: trading standards department

Activity: the supply and installation of double glazing

The company's contract contained a number of potentially unfair terms, all of which have now been deleted. Among them were an entire agreement clause (paragraph 1(n)); a clause excluding liability for delay and consequential loss (paragraph 1(b)); a clause allowing the company the right to cancel the order at any time while denying such a right to the consumer; and a widely-drawn product-variation clause (paragraph 1(k)).

STREAMLINE ENTERPRISE LTD, trading as Advanced Window Company
London Borough of Barnet

Source of complaint: trading standards department

Activity: the supply and installation of double glazing

A number of terms in the company's original contract were considered potentially unfair in the light, and these were revised or deleted. Among them were a general variation clause (paragraph 1(j)); a clause restricting the consumers right of set-off (paragraph 1(b)); a potentially unfair penalty clause (paragraph 1(e)); and a clause excluding liability for delay (paragraph 1(b)). Deleted clauses include an entire agreement clause (paragraph 1(n)); a survey clause (paragraph 1(f)); and a term reserving the right for the company to increase the price (paragraph 1(l)).

THOMAS COOK GROUP LTD
Peterborough

Source of complaint: trading standards department

Activity: the issue of travellers' cheques

A term in the 'Purchase Conditions' stated: 'We reserve the right to delay a refund during investigation of the loss or theft and shall not be liable for any loss or expense caused by such delay'. This was considered to have potential for unfairness because it was broad in scope and excluded liability for indefinite and unreasonable delay in refunding consumers for the loss or theft of their travellers' cheques.

The company undertook to amend the term so that delay in the refund would be no more than reasonable.

TRAVEL TIME (UK) LTD
Torquay, Devon

Source of complaint: trading standards department

Activity: the promotion by telesales of concessionary travel to support the marketing of timeshare accommodation in several European holiday resorts

One term was considered to have potential for unfairness under paragraph 1(n). It excluded liability for oral and written representations where made by persons other than authorised officers of Travel Time. Another term excluded the company's liability for occurrences said to be 'outside its control' but including the wilful and negligent acts or omissions of sub-contractors, suppliers, employees, contracted resorts, all their servants agents or representatives. This was considered unfair in the light of paragraph 1(b).

Travel Time agreed to revise both terms.

TROTTERS DIRECT
London, Royal Borough of Kensington and Chelsea

Source of complaint: trading standards department

Activity: the supply of children's goods by mail order

Trotters introduced a mail order catalogue in Autumn 1997. It included a clear exclusion of rights under the Sale of Goods Act 1979, which was void under sections 2 and 6 of the Unfair Contract Terms Act 1977 and unlawful under the Consumer Transactions (Restrictions on Statements) Order 1976. This was considered unfair under paragraphs 1(a) and 1(b). It was about as broad an exclusion as could be drafted, stating that the trader was 'not liable for any loss, whatever or howsoever it arises, either from a breach of duty or in any other way'. Yet it appeared under a sub-heading 'Legal statements (the boring bits..!!!)', which was likely to discourage the consumer from reading it. The overall heading also claimed that there

were ‘no porkies here’ when in fact the exclusion of liability was misleading since it was automatically void under other legislation noted above.

The company discontinued use of the terms.

**TUNEJOT LTD, trading as Sure Seal
Swinton, Rotherham**

Source of complaint: trading standards department

Activity: the supply and installation of double glazing

This contract contained a number of terms which were considered to have potential for unfairness. All were revised or deleted. A number were considered unfair in the light of paragraph 1(b), including one which excluded liability for faulty workmanship. Another allowed the company to vary the product to be supplied at its discretion (paragraph 1(k)) (see Part 4, group 11). The contract also permitted the company greater rights of cancellation than the consumer.

**WILLIAM MORRISON SUPERMARKET PLC
Bradford, West Yorkshire**

Source of complaint: a consumer

Activity: the provision of car-wash facilities at a supermarket

A notice was displayed close to the car wash excluding responsibility for any injury, loss or damage however caused arising directly or indirectly through the use of the equipment. This notice had potential for unfairness in the light of paragraphs 1(a) and 1(b) and the term was also void under the Unfair Contract Terms Act 1977. The term was satisfactorily amended to make it clear that the company did not exclude liability for loss or damage arising from the negligence or breach of contract of the company.

6 SPECIMEN TERMS

This section of the Bulletin comprises a selection of terms (or, in some cases, parts of terms) that have been dropped or amended after they were challenged by the OFT as potentially unfair. Where terms have been amended, the original version is on the left, while the revised text appears to the right in italic type.

The terms are grouped under 17 headings corresponding to the subdivisions of paragraph 1 of Schedule 3 to the Regulations (the ‘illustrative list’). Terms which do not clearly fall into any of those categories appear in group 18, and a 19th heading illustrates the application of the plain language requirement of Regulation 6. Subgroups are used where a heading covers a number of different kinds of terms. The group that relates to paragraph 1(b) of Schedule 3, in particular, has been extensively subdivided, reflecting the fact that exclusion clauses come in many forms. Such subdivisions are intended purely as an aid to identification of the various issues covered: in themselves, they have no ‘official’ status.

Some subgroups have not featured in previous Bulletins. Examples are group 2(h), relating to unsatisfactory guarantees, and group 18(f) covering terms excluding rights other than that of pursuing contractual redress. Group 19(b) comprises a special listing of items of legal jargon, along with revisions considered to use plainer language. As an additional aid to using the list, within the various groups or subgroups, further subheadings have been introduced to identify particular well-defined types of clause, some of which have previously been in widespread use - under subheading 2(c), for instance, can be found examples of liability restrictions relating to consequential loss.

The listing as a whole is simply designed to illustrate the OFT’s interpretation of the Regulations. It does not black-list certain terms as incapable of being fair, nor recommend others as definitely fair. The OFT cannot and does not ‘clear’ terms for the purposes of the Regulations. The revised terms included are simply those which seemed, on the evidence available, to be sufficiently improved to justify the dropping of further action under Regulation 8. *The OFT must and does reserve the freedom to take further action against any term shown as having been revised, in the light of complaints and experience.*

There are several reasons why the OFT cannot recommend any terms as being entirely secure from possible challenge. One is that assessment of ‘fairness’, for the purposes of the Regulations, depends on an assessment of all the circumstances of each individual case, as well as the wording of the term itself. The effect of other terms in the contract must also be taken into account. Thus a form of words which is considered likely to operate unfairly in one agreement may not be unfair in another. Secondly, only the courts can give a final ruling on what is definitely unfair in any circumstances. The OFT can only give a view, on the evidence before it, as to what is *likely* to be judged unfair. The Director General has a statutory duty to consider any valid complaint, and to bring the term in question before the court if that seems to him necessary to prevent unfairness to consumers, whether he has previously considered the term or not.

Within certain of the listed terms, some sections are shown in **bold** type specifically to draw attention to particular points at issue. This emphasis has been introduced purely for the purposes of this Bulletin and does not reflect the presentation in the original contracts or other documentation quoted.

GROUP 1

Schedule 3, paragraph 1(a) - Excluding or restricting liability for death or personal injury

I understand that All Star Soccer Schools, or the organisation providing facilities, their franchisees, their agents and their employees are not under any liability whatsoever in respect of personal injury, loss or damage howsoever caused whilst attending an All Star Soccer Schools' course.

All Star Soccer Schools franchisees, their agents and their employees are insured against loss or injury through their negligence.

All Star Soccer Schools - Bulletin 1

This car wash is used entirely at owner's risk. *(Deleted)*

Savacentre Ltd (a J Sainsbury plc group company) - Bulletin 1

The company does not accept responsibility for the failure of any fire protection equipment in the event of a fire. *(Deleted)*

.0.0.0.0.0.1.A.A.A.Abbeyflow Ltd - Bulletin 2

The use by the Member of any of the Company's equipment or machinery or the facilities of any gymnasium owned by or occupied by the Company is entirely at the Member's own risk and in particular but without prejudice to the generality of the foregoing.

In the absence of any negligence or other breach of duty by the Company the use by the Member of any of the Company's equipment or machinery or the facilities of any gymnasium owned or occupied by the Company is entirely at the Member's own risk.

Intrim Fitness Centre - Bulletin 4

The Company's Information Leaflet is provided from advice received from technical and professional sources in order to assist buyers. However it is expressly agreed that the Company provides this information without charge and the Company assumes no liability in any event whatsoever for the information given. *(Deleted)*

Crucial Trading Ltd - Bulletin 2

Any advice or recommendation given by the Seller as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Purchasers own risk.

Time Computer Systems Ltd - Bulletin 4

All conditions and warranties, express or implied, as to quality, description, fitness for purpose of the vehicle or otherwise are hereby expressly excluded and the lessor shall not be liable to the hirer or any driver or any third party for any loss howsoever caused.

You will be responsible for

a) all loss or damage to the vehicle (unless caused as a result of our negligence or our breach of this agreement):

b) all costs and expenses incurred by us in repairing any damage, fault or breakdown of the vehicle for which you are responsible plus the loss of rental income incurred by us as a result of the loss of use of this vehicle whilst it is being repaired, if the vehicle is a total loss your liability is limited to the market value of the vehicle plus the loss of rental income incurred by us during the period until the vehicle the subject of the total loss is replaced.

Rovard Facilities Ltd, trading as British Car Rental - Bulletin 5

The Company cannot accept responsibility for . . . any third party claims in respect of damage or injury caused by luggage brought on to a vehicle by other passengers. *(Deleted)*

Crosville Wales Ltd - Bulletin 5

We cannot accept any responsibility for the outcome of any contacts or meetings made through us, or for the accuracy of information supplied to us by members.

Initial approach shall be under no obligation to provide Profiles which comply with all stated requirements of age, location, smoking preferences, etc, nor can it guarantee the outcome of any contacts or meetings arranged through the agency.

Initial Approach - Bulletin 5

GROUP 2

Schedule 3: paragraph 1(b) - Excluding or restricting liability for breaches of contract

● Sub-group 2a - Excluding liability for defective or misdescribed goods

No guarantee is given as to the age, make, date of manufacture or mileage of any vehicle, these are sold strictly as seen and approved. Any age, make, date of manufacture or mileage quoted, is given without prejudice to the Seller. *(Deleted)*

Humberside Caravans - Bulletin 1

Unless expressly stated in writing to be accurate no representation or warranty is given as to the accuracy of any instrument purporting to record the vehicle's mileage or any record or other statement as to such mileage. *(Deleted)*

Caledonia Motor Group Ltd - Bulletin 4

The Seller will assume no responsibility that the Goods concerned herein are fit for any particular purpose for which they are bought other than for the purpose set forth and specified in the User manual supplied therewith

All hardware is sold in accordance with the manufacturers specification subject to any qualification or representation contained in the brochures, advertisements or other documentation.

Time Computer Systems - Bulletin 4

LIMITED WARRANTY. MICROSOFT warrants that the support provided hereunder shall be substantially as described. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES AND MICROSOFT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITED WARRANTY. MICROSOFT warrants that it will provide Support with reasonable care and skill, within a reasonable time, and substantially as described in this Agreement. MICROSOFT does not make any other promises or warranties about Support service.

Microsoft UK Ltd - Bulletin 5

No condition or guarantee is given by the seller as to the correctness of the recorded mileage shown on the Odometer.

Where the Buyer is buying in the course of their business no condition or guarantee is given by the Seller as to the correctness of the recorded mileage shown on the odometer.

T C Harrison Group Ltd - Bulletin 5

The Hirer and any driver shall not . . .
c) make any claim for loss of or damage to any property left stored or transported in or upon the vehicle.

You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by us as a result of your breach or default in the discharge of your obligations.

Rovard Facilities Ltd, trading as British Car Rental - Bulletin 5

Returns will not be accepted unless accompanied by:
ON ALL PRODUCTS - NO MANUAL - NO RETURN
The Invoice, Full & complete packaging inc Disks, Manuals etc. (*Deleted*)

Scan International - Bulletin 5

☞ ***Clauses dealing with 'sale' goods***

No claims whatsoever will be entertained and no liability attaches to the Company in any event for goods sold at discount prices as remnants or as sub-standard stock.

Goods sold at discount prices, as remnants or as substandard stock will be identified and will be stated to be sold as such.

Crucial Trading Ltd - Bulletin 2

SHOWROOM MODELS. Actual showroom models are sold as seen and inspected by the customer and it is the customer's responsibility to check that all such goods are of merchantable quality and fit for the purpose at the time the purchaser agrees to buy the same. Such goods are not necessarily in perfect condition.

SHOWROOM MODELS. When an actual showroom model is sold it may not necessarily be in perfect condition. Customers should check the goods are of a satisfactory condition for their particular use and requirement.

Dreams Bed Superstore - Bulletin 4

☞ *Clauses requiring consumers to examine goods*

It is the customer's responsibility to make sure they have tried the goods before delivery and that they are fit for the purpose for which they are intended. *(Deleted)*

GP Care Supplies - Bulletin 3

All goods must be checked carefully before leaving the premises, otherwise the seller will not be held responsible for any defects or damage to goods claimed after leaving the premises. *(Deleted)*

Richline Ltd - Bulletin 3

Prior to signing this order form the Purchaser (or if he does not have the mechanical knowledge a competent and experienced mechanical engineer shall examine the vehicle and the items set out in the Purchaser's Certificate of Examination overleaf and the Purchaser is reminded that the condition of merchantable quality implied by Section 14 of the Sale of Goods Act 1979 does not operate in relation to such defects which that examination ought to reveal. *(Deleted)*

Caledonia Motor Group Ltd - Bulletin 4

☞ *'Passing of risk' clauses*

Risk of damage to or loss of the Goods shall pass to the Buyer . . . at the time when the Seller notifies the Buyer that the Goods are available for collection. *(Deleted)*

David Cover and Son Ltd - Bulletin 3

Subject to any agreement in writing by Maples the risk in Goods which Maples agrees to supply shall pass to the Customer on the Goods being off-loaded at the delivery destination or the date (if earlier) on which the Goods being ready for delivery, delivery is postponed at the Customer's request.

As soon as we have delivered the goods or services, you will be responsible for them. If you delay a delivery, our responsibility for everything other than damage due to our negligence will end on the date we agree to deliver them, as set out in the contract.

Maples Stores plc - Bulletin 3

● ***Sub-group 2b - Excluding liability for poor services, or work and materials***

The company . . . will not accept liability for any of the following: a) pebble dashing, special rendering, or any decorative finishes or similar material, painting, decoration, woodwork or furniture, however caused. b) For any consequential loss or damage however caused.

The Customer is advised and accepts that the installation may cause damage to decorations. It is anticipated that the area around the windows when installed will require redecoration following completion of the installation. This will be the Customer's responsibility . . . this provision does not exclude the Company's responsibility for damage which is beyond what is reasonably commensurate with the fitting of the window or windows in the usual way (for example damage to other areas of the premises where the window or windows are not being fitted).

Casewell Ltd, trading as Homecare Windows - Bulletin 4

All reasonable care will be taken but, the company shall not be under any responsibility whatsoever for damage to internal or external decoration caused by the installation.

We will make good any damage caused in the course of installation to roof tiles, slates, render, brickwork and so on, but you accept that the installation may cause damage to exterior decoration and, except for damage caused by our negligence, we do not undertake to carry out any redecoration which is your responsibility.

Fascia Soffit and Guttering Ltd, trading as Fascia and Bargeboards - Bulletin 4

. . . the Company shall be under no liability to the Member in respect of any failure or breakdown of any equipment or machinery.

. . . when we have exercised all reasonable endeavours we shall not be liable to the Member in respect of any failure or breakdown of any equipment or machinery.

The Company shall not be liable to the Member for damage to or the loss or theft of any clothing or other possessions which the Member has brought into such gymnasium.

The Company shall not be responsible or liable to the Member for any loss or damage to a Member's possessions which the Member has brought into the Gymnasium which is not locked in one of the lockers provided.

Intrim Fitness Centre - Bulletin 4

All conditions, warranties and representations, whether express or implied, relating to the quality of Service whether arising by reason of statute, common law or otherwise, are hereby expressly excluded. This clause does not affect the terms implied by statute in favour of the Customer by the Sale of Goods Act 1979. *(Deleted)*

Residential Monitoring Co Ltd - Bulletin 4

DAMAGE - The subscriber shall pay for the cost of all work required to be carried out to the installation and materials therefore due to damage for whatever cause.

DAMAGE - The subscriber shall pay for the cost of all work required to be carried out to the installation and materials there of due to damage resulting from misuse or negligence by the subscriber.

Wychavon Security Systems - Bulletin 4

ANY CLAIM MUST BE SUBMITTED IN WRITING to our branch overleaf within 7 days of the date upon which the item(s) involved in the claim leave our control or, in the event of non-delivery within 7 days of the date upon which the removal was due to be completed.

IMPORTANT NOTICE

TIME LIMIT FOR NOTIFICATION OF CLAIMS

All claims for damage or missing goods must be notified to the Remover whether unpacked or not within 7 days of delivery of the property or, in the case of non-delivery of the entire consignment, within 7 days of the anticipated delivery date, unless a time extension is requested by you and agreed by us in writing.

Pickfords Ltd, removals insurance managed by Willis Corroon Cargo Ltd - Bulletin 5

We will not be liable for any monetary loss. This includes currency notes, coins, traveller's cheques, money orders, premium bonds and securities of any kind.

Medication, money and valuable items should not be stowed in the luggage hold under any circumstances but should be taken on board. Such items may be placed in the overhead lockers or under the seat, but should not be left unattended by the passenger. Money and small valuables (such as jewellery) should be retained on the person at all times.

National Express Ltd - Bulletin 5

☞ *Clauses transferring responsibility to consumers*

The customer shall prepare the work areas and walkways and fully protect or remove carpets, furniture and valuables and should the work areas and walkways not be fully protected or removed the customer shall accept all risks of spillage, leaks, stains, breakage and damage. *(Deleted)*

.0.0.0.0.0.1.A.A.A.Abbeyflow Ltd - Bulletin 2

The Company will not be responsible for any assistance given with measuring. The Purchaser shall be responsible for all measurements.

The Purchaser shall be responsible for all measurements given to the Company, except where the Company's Surveyor has surveyed the site and supplied the measurements to the factory.

Trident Windows and Blinds -Bulletin 4

☞ *Clauses covering gratuitous ancillary services*

The company shall remove furniture, carpeting and valuables if so specifically requested by the customer but shall not be responsible for damage caused carrying out such work nor be responsible for their reinstatement or the cost thereof. *(Deleted)*

.0.0.0.0.0.1.A.A.A.Abbeyflow Ltd - Bulletin 2

[Front cover statement] The installation charge does not cover extraneous work, carpet lifting or refitting, building work or decoration and should the Company agree to carry out such work at the request of the Customer during installation or service, then the Company shall not be liable for any damage caused to such items. *(Deleted)*

Chubb Alarms Ltd - Bulletin 4

● *Sub-group 2c - Restricting liability (amount, type, etc)*

Material is accepted on the basis that the value does not exceed its retail price. Material of exceptional value should be insured by the customer. *(Deleted)*

The Photo Factory - Bulletin 1

Maples will indemnify the Customer in respect of any direct damage to property caused by the negligence of Maples or the negligence or wilful default of its servants or agents provided that Maples' liability hereunder shall not exceed £1,000.

We will pay for any damage caused by our employees.

Maples Stores plc - Bulletin 3

Bennetts (Retail) Limited reserve the right in the event of a fault to exchange the unit or part of the unit, or issue a credit note to cover the cost.

In the event of a fault due to product failure, we will repair or replace the item, or part of it, or refund the purchase price, at the discretion of the purchaser.

Bennetts (Retail) Ltd - Bulletin 4

Claims are limited to the cost of the original component/s. *(Deleted)*

Bramham Ltd - Bulletin 4

The Company has no special knowledge of the nature and value of the contents of the premises for which the System has been specified and in which it is to be installed or serviced or of the nature of the risks to which the Premises and their contents will be or may be from time to time exposed. The potential loss or damage which the Customer might suffer is likely to be disproportionate to the sums that can be reasonably be charged by the Company under agreements of this nature. As the Customer knows or should know the extent of such potential loss or damage and is therefore in the best position to do so it should insure against all likely risks. By entering this Agreement on these terms, the Customer agrees that it is fair and reasonable for the Company to limit and exclude its liability as set out in Part 4, which specifies the entire liability of the Company including liability for negligence.

Our liability under this agreement - We do not know the value of the contents in your premises. You do (or should) know the value of the contents in your premises. Since the loss or damage you might suffer will probably be more than the amounts we can reasonably charge you, and because we are giving you the chance to discuss and agree different amounts from those set out in the following paragraphs of this clause, we will limit our liability to those amounts (unless we agree in writing to change those limits).

Chubb Alarms Ltd - Bulletin 4

If we fail for any reason within our control to deliver you to your ticket destination we will provide suitable transport such as another coach, train, private car, taxi etc but our liability shall be limited to the cost of providing a taxi to the ticketed destination.

If we fail for any reason within our control to deliver you to your ticketed destination we will provide suitable transport such as another coach, train, private car etc but any reimbursement made by National Express of the costs of alternative means of transport incurred by the passenger to get to the ticketed destination shall be no more than the cost of getting to that destination by taxi.

National Express Ltd - Bulletin 5

☞ ***Clauses requiring consumers to meet costs***

. . . Defective equipment or parts which are returned to the Seller must be carriage paid for by the Purchaser both to and from the Sellers offices and the Seller shall not be responsible for installation of parts so returned after repair exchange.

. . . The Seller shall not be liable for the costs of carriage where the failure of goods arises from the Purchaser's misuse.

Time Computer Systems - Bulletin 4

Where attendance of the company's engineer is needed for any purpose other than a scheduled maintenance visit a charge for such attendance will be made on a time and material basis.

Where attendance of the Company's engineers is requested for any purpose other than a scheduled maintenance visit or for the company to meet it's liabilities a charge for such attendance will be made . . .

Any replacement batteries or other spare parts or components which need to be supplied or replaced during the terms of this agreement shall be paid for by the customer.

The customer shall provide a constant supply of electricity for the system and pay for any standby batteries required from time to time.

Certes Security Ltd - Bulletin 5

On Faulty items we regret you must pay shipping back to Scan and Scan will pay for the shipping back to you. *(Deleted)*.

Scan International - Bulletin 5

☞ ***Clauses excluding the right to monetary compensation***

The approved installer does not accept any liability for loss or damage to the property arising from their work beyond the making good of their work.

The approved installer does not accept any liability for damage caused by pre-existing structural defects.

The Damp Detectors - Bulletin 3

If the Goods (or any of them) have been lost or damaged while at Maples' risk, Maples shall at **its option** either rectify or replace them or refund the price paid by the Customer . . .

*If the goods (or any part of them) have been lost or damaged by Maples we will at **your option** either repair or replace them or refund the price you paid for them.*

Maples Stores plc - Bulletin 3

The company must be afforded every reasonable opportunity to remedy any complaint for which it may be liable.

Unless he has reasonable justification in refusing entry, the customer shall grant the company all reasonable facility to remedy any complaint for which it may be liable.

Plastic Windows Federation - Bulletin 5

CUSTOMER REMEDIES - Microsoft's entire liability and your exclusive remedy shall be, at Microsoft's option, either a) return of the price paid or b) repair or replacement of the SOFTWARE or hardware that does not meet Microsoft's Limited Warranty and which is returned to Microsoft with a copy of your receipt. *(Term disapplied to consumers)*

Microsoft UK Ltd - Bulletin 5

☞ ***Clauses excluding consequential loss***

In no circumstances whatsoever, shall the Seller be liable for any consequential loss of profit or revenues, products, damage to associated equipment, cost of capital, cost of substitute products, loss of facilities, services or replacement power or loss for claims of Purchaser's, customers or other such damages. *(Deleted)*

Time Computer Systems - Bulletin 4

Our liability cannot extend to cover garage labour, recovery, vehicle hire or any other consequential or associated costs. *(Deleted)*

Bramham Ltd - Bulletin 4

The Company shall not be liable for consequential loss of any nature whatsoever (including without limitation) any loss of earnings.

The Company shall only be liable for losses that are foreseeable.

Our Price Windows Ltd - Bulletin 4

If either you or we are in breach of the arrangements under this Agreement, neither of us will be responsible for any indirect or consequential losses that the other suffers as a result.

If either you or we are in breach of the arrangements under this Agreement, neither of us will be responsible for any losses that the other suffers as a result except those losses which are a foreseeable consequence of the breach.

British Fuels (Oils) Ltd - Bulletin 3

Subject to paragraph 12.1 we are not liable under this Agreement or for the negligence or otherwise for any direct or indirect economic loss or consequential loss of any kind including without limitation loss of business, loss of contracts, loss of profits, loss of revenue or loss of anticipated savings in expenditure or corruption or loss of data of any kind.

The Service is provided to you for private domestic use only and this is a consumer contract. Accordingly, subject to paragraph 12.1, under no circumstances do we accept liability for any business loss (which includes without limitation any loss of contracts, loss of profits, loss of revenue or loss of anticipated savings in expenditure or any loss or corruption of data) as a result of either i) our breach of the Agreement or ii) our negligence or otherwise.

Diamond Cable Communications plc - Bulletin 5

Sky shall have no liability under this Agreement in respect of any indirect or consequential loss resulting from negligence or any other tort on the part of Sky or any of its officers, employees or agents;

We will not be liable under this contract for any loss or damage caused by us or any of our employees or agents in circumstances where:

- i) there is no breach of a legal duty of care owed by you or by us or by any of our employees or agents;*
- ii) such loss or damage is not a reasonably foreseeable result of any such breach;*
- iii) any increase in loss or damage resulting from breach by you of any term of this contract.*

British Sky Broadcasting Ltd - Bulletin 5

Except as specifically provided for in this Agreement, neither you nor Amerada shall be liable to the other for any economic or consequential losses, costs or damages of whatever kind arising out of or in connection with this Agreement.

Where any gas supplied is used for business purposes (including where a landlord is purchasing gas for use by tenants) then neither you nor Amerada will be liable to the other for any economic or consequential losses, costs or damages of whatever kind arising out of or in connection with this contract.

Amerada Hess Gas (Domestic) Ltd - Bulletin 5

In no event shall MICROSOFT or its suppliers be liable for lost profits or indirect, consequential, incidental, special or punitive damages (including without limitation damages for loss of information, or other pecuniary loss) arising out of any breach or failure of MICROSOFT under this Agreement or the provision of or failure to provide Support, even if MICROSOFT or its suppliers have been advised of the possibility of such dangers . . .

Microsoft's and its suppliers' liability shall not in any event include losses related to any business of the CUSTOMER such as lost data, lost profits or business interruption.

Microsoft UK Ltd - Bulletin 5

Except for personal injury or death arising from the other's act or omission, neither party shall be liable in any circumstances to the other for any indirect, economic, special or consequential losses, damages or costs of any kind however they might arise.

. . . each party shall only be liable to the other for losses which are a reasonably foreseeable consequence of the relevant breach of contract . . .

Eastern Natural Gas Ltd - Bulletin 5

● ***Sub-group 2d - Time limits on claims***

All beds carry a 5 year guarantee against sagging. In the event of any defects or faults the customer must notify the company of any such defects or faults in writing within 14 days of delivery. *(Deleted)*

Buylow Ltd - Bulletin 2

All claims shall be absolutely barred and all remedies excluded unless legal proceedings are brought within one year from the date on which the goods have been delivered or should have been delivered. *(Deleted)*

Crucial Trading Ltd - Bulletin 2

. . . the Customer shall . . . give Maples written notice of such loss or damage with reasonable particulars thereof within 3 days of receipt of the Goods or (in the case of total loss) of receipt of the invoice or other notification of delivery.

. . . You must tell us about any fault or damage as soon as is reasonably possible.

Maples Stores plc - Bulletin 3

Faulty goods will be exchanged if returned or notified within 7 days from the date of invoice and returned in original, clean and full packaging. *(Deleted)*

Audio Marketing (UK) Ltd, trading as Gultronics - Bulletin 4

Without prejudice to the limitations of this paragraph any claim by the Purchaser for compensation for damage done by the Company (whether under this paragraph or otherwise) must be made in writing to reach the Company within seven days of such damage occurring in default of which the Company will accept no liability therefore.

Any claim by the Purchaser for compensation for damage caused by the Company must be notified to the Company as soon as practicable after the damage is discovered.

Premier Windows and Cladding - Bulletin 4

If the Client has any queries upon any part of an invoice, the Client will pay the undisputed balance of the sum owing on the due date and the remainder on resolution of the query. Queries must be raised, in writing, within 7 days of receipt of invoice.

If the Client has any queries upon any part of an invoice, the Client will pay the undisputed balance of the sum owing on the due date and the remainder on resolution of the query. Queries must be raised, in writing, as soon as practicable after the function has taken place and within a period not exceeding 3 months.

Brownsea Haven Properties Ltd, trading as FJB Hotels - Bulletin 5

Claims by the Purchaser for damages or compensation from the Company for which it may be liable due to the fixing or installation of goods supplied must be made in writing within 14 days of such fixing or installation in default of which the Company cannot accept any liability therefore.

Bloomline Ltd, trading as Britelite Windows - Bulletin 5

Crosville Wales Ltd ('the Company') . . . will not be liable for any loss, hurt, damage or inconvenience arising from the failure of it's vehicles to start or arrive at the time specified, or at all, due to circumstances beyond the Company's control, such as traffic delays, diversions, roadworks, mechanical breakdown, weather . . .

. . . we cannot be held responsible for any inconvenience arising from failure to provide the advertised service because of factors which could reasonably be considered to be outside our control, such as adverse weather conditions or unpredictable delays caused by traffic congestion, road works, diversions or mechanical breakdowns which are unexpected and could not have been prevented by the proper execution of a reasonable preventative maintenance programme.

Crosville Wales Ltd - Bulletin 5

● ***Sub-group 2e - Excluding consumers' right of set-off***

Payment is due on completion of the installation. The purchasers shall not be entitled to withhold payment by reason of any alleged minor defect . . .

Payment is due on completion of the installation. The Purchaser shall not be entitled by reason of any alleged minor defect to withhold more than a proportionate amount of the sum due to the Company . . .

Cordula - Bulletin 1

Payment shall be due in full immediately upon completion of the work. (Deleted)

.0.0.0.0.0.1.A.A.A.Abbeyflow Ltd - Bulletin 2

On completion of the work the client hereby agrees to pay the balance due to the site foreman.

On satisfactory completion of the work the client hereby agrees to pay the balance due to the site foreman.

Protectawall Ltd - Bulletin 3

The balance payable on completion referred to overleaf shall be paid to the Company upon delivery of the product or upon the fixing of the product being completed where fixing is part of the Contract. The Purchaser shall not be entitled to withhold payment by reason of any alleged minor defect. The Company will investigate any such alleged defect after payment in full of the balance payable on completion.

The Purchaser shall not withhold or reduce the amount due on account of any complaint unless such complaint has been received in writing by EYG. In any event, the Purchaser shall not be entitled to withhold more than a reasonably proportionate part of the sum due to EYG having regard to the alleged defect in the glazing.

East Yorkshire Aluminium and Glass Ltd, trading as EYG - Bulletin 4

The balance referred to overleaf shall be paid to the company upon delivery or installation. The purchaser shall not be entitled to withhold payment by reason of any alleged minor defects. The company investigate any alleged defect after payment in full for the balance payable on completion.

The Client named overleaf will pay the balance of the Contract Price after the items have been installed to the satisfaction of the client.

**Windows and Conservatories (North East) Ltd, trading as North East Windows Systems -
Bulletin 4**

. . . you must pay without any deduction the amounts stated in Statements as being owed by you together with any taxes, duties and levies due in respect of those amounts.

. . . You must (unless there has been a mistake) pay without any deduction the amounts stated in Statements as being owed by you. . . . If you do think ENG has made a mistake, you must notify ENG of that immediately. Once that mistake has been remedied ENG will send you another Statement and you must pay to ENG the total amounts stated in that Statement as being owed.

Eastern Natural Gas Ltd - Bulletin 5

In the event of non-completion of minor Works the Customer shall not be entitled to withhold payment greater than 5% of the Contract price.

In the event of any alleged minor defect, the Customer shall not be entitled to withhold more than a proportionate amount of the sum due to the Company.

Streamline Enterprise Ltd, trading as Advance Window Company - Bulletin 5

☞ *Clauses requiring full payment in advance*

Payment of the balance due will be paid upon the delivery of the furniture and/or appliances . . .

Payment may be made by means of cash, building society draft cheque, or a bank draft cheque . . .

Kirkplan Kitchens and Bedrooms - Bulletin 5

☞ *Clauses subjecting set-off to penalty*

DISCOUNT/SPECIAL OFFERS - . . . should the buyer default in payment on the due date or countermand payment or take any other step to cancel or reduce payment to the Company or in any other way fail to fully comply with the said obligations without the Company's express written consent, then the terms of any discount or special offer will be automatically terminated and the buyer will become liable for the full price of all goods, services and fitting provided. *(Deleted)*

Actif Designs Ltd, trading as Princess Interiors - Bulletin 1

The company shall be under no liability under the above warranty, condition or guarantee, if the price of the contract has not been paid by the due date for payment notwithstanding that it may have been paid subsequently. *(Deleted)*

Town and Country Driveways plc - Bulletin 3

Your installation is guaranteed for a 5 year period provided your invoice is paid in full upon completion of the work.

The guarantee is only effective once full payment has been made.

Yorkshire Gas Show Rooms Ltd - Bulletin 4

Any balance outstanding after the fitters have left the customers will be looked upon as a D B Debt which means company collection by other extraordinary methods and in such case it will render the customer an additional 6% surcharge the least amount being chargeable of £60.

The guarantee period commences from the date of the invoice provided the invoice has been paid in full. Any monies outstanding after one month of invoice date will result in a 3% surcharge over and above the current bank rate this will be calculated on a monthly basis.

Tunejot Ltd, trading as Sure Seal - Bulletin 5

● ***Sub-group 2f - Excluding or restricting liability for delay***

. . . the Seller shall not be liable for any loss or damage suffered by the Purchaser through any delay in delivery howsoever caused.

. . . the Seller shall not be liable for any loss or damage suffered by the Purchaser through any reasonable or unavoidable delay in delivery howsoever caused.

Goodalls Caravans Ltd - Bulletin 1

The customer agrees to the work being carried out at a time convenient to Protectawall Ltd under the block installation plan. *(Deleted)*

Protectawall Ltd - Bulletin 3

Any dates of commencement and completion of works are offered in good faith and are based on the position at the date of the Order. They are not guaranteed and could be subject to delays because of strikes, accidents, government directions, force majeure, machine breakdowns, unavailability of materials and parts and other causes beyond the Company's control. The Company will make all reasonable endeavours to start and complete the works by the dates given but will not accept liability for delays.

The Company will do all that it reasonably can to meet the date given for delivery and/or installation. In the case of unforeseen circumstances, beyond the reasonable control of the company, the Company may not be able to do so. In such circumstances, the Company will contact the Customer and agree an alternative date. The Customer will also do all that he/she reasonably can to enable the delivery and/or installation to take place on the given date. In the case of unforeseen circumstances beyond the reasonable control of the Customer the Customer may not be able to do so. In such circumstances the Customer will contact the Company and agree an alternative date.

Casewell Ltd, trading as Homecare Windows - Bulletin 4

The Company - Shall install or extend the System within a reasonable time of date of acceptance by the Customer of this quotation or as otherwise agreed by the Company in writing provided always that time shall not be of the essence.

We will install or extend your Chubb system within a reasonable time of the date of this agreement or as we agree with you in writing.

Chubb Alarms Ltd - Bulletin 4

DELIVERY TIMES. All delivery times and dates (where offered) are given in good faith, but are only approximate and do not form part of the terms and conditions of sale. We do not accept any cancellation of orders or any liability for losses which may arise from delays in delivery however caused.

DELIVERY TIMES. All delivery times and dates (where offered) are given in good faith, but are only approximate. Should a delivery be delayed (beyond a reasonable time) into our warehouse from a manufacturer, Dreams will pay compensation of £5 for each complete week it is delayed beyond the longest time quoted/indicated on the order. If goods are requested for a specific date, that date should be noted on the order. If delay is extended beyond the estimated date customers can give '14 days notice' of intended cancellation.

Dreams Bed Superstores - Bulletin 4

Whilst the company may quote a delivery period such quote is given in good faith and based on materials and labour being normally available but time for delivery shall not be of the essence of this contract and in the event of supplies or labour being adversely affected by strikes, lock outs or any other disruptions or contingencies beyond the company's control, the company shall not be held responsible for delays, breaches of contracts or for any other loss or liability incurred by the customer for delayed or non-delivery.

We will make every effort to complete the work on time (or, if no date has been agreed, within a reasonable time from the date of your order) but we cannot be held responsible for delays due to weather or other circumstances beyond our control. In this case we will complete the work as soon as reasonably possible.

Fascia Soffit and Guttering Co Ltd, trading as Fascia and Bargeboards - Bulletin 4

Whilst every endeavour will be made to adhere to these times the Seller shall not be liable in any manner whatsoever arising from late delivery of Goods and the Purchaser shall not be entitled to treat the contract as repudiated by reasons of any such delivery.

The Seller shall not be liable for delay in delivery or failure to produce due to act of God, acts of default of the Purchaser or any cause beyond the Seller's reasonable control.

Without generality to the foregoing the Seller shall not be liable for delay in delivery or failure to produce due to act of God, acts of default of the Purchaser, or any cause beyond the Seller's reasonable control.

Time Computer Systems Ltd - Bulletin 4

Force Majeure. Time shall not be the essence of the Contract and the Company shall not be liable for any delay in installation in the event of any strike, lock out, trade dispute, accident, fire, flood or any natural disaster or act of God or any contingency whatsoever beyond the reasonable control of the Company affecting the supply or installation of the Contract overleaf. Such suspension or cancellation shall not constitute a breach of Contract by the Company, nor will the purchaser be liable to claim for any loss or damage howsoever arising as a result of these circumstances.

The Company will manufacture and install the items within a reasonable time.

Windows and Conservatories (North East) Ltd, trading as North East Windows Systems - Bulletin 4

Time shall not be of the essence of the order. The Company will do its utmost to complete the installation of the goods and services as mentioned in the order but the Company does not agree to be liable for any inconvenience or loss caused through any such delays. If the Company is unable to meet delivery or installation dates the company reserves the right to cancel the order and refund sums paid without further liability.

The Company will try to deliver and install by the date agreed but we cannot do anything about delays caused by your refusal to allow us access at reasonable times to survey or install, or caused by your being away from your home.

Catch Monitored Security - Bulletin 5

Crosville Wales Ltd ('the Company') will make every effort to maintain the services shown in its timetable but will not be liable for any loss, hurt, damage, or inconvenience arising from the failure of its vehicles to start, to arrive at the time specified, or at all, due to circumstances beyond the Company's control, such as traffic delays, diversions, roadworks, mechanical breakdown, weather or the Company's obligation to observe statutory regulations concerning driver's hours of work and rest periods.

We will always endeavour to run our services as shown in our timetables, but we cannot be held responsible for any inconvenience arising from failure to provide the advertised service because of factors which could reasonably be considered to be outside our control, such as adverse weather conditions or unpredictable delays caused by traffic congestion, road works, diversions or mechanical breakdowns which are unexpected and could not have been prevented by the proper execution of a reasonable preventative maintenance programme.

Crosville Wales Ltd - Bulletin 5

. . . If the Company is unable to meet delivery or installation dates the company reserves the right to cancel the contract without liability.

Time is not of the essence of this contract. Whilst every effort will be made to complete the installation in a reasonable time the company will not be liable for any direct or consequential loss or claim for compensation of any description that may result from the kitchen and/or bedroom not being installed within the specified time, or at all, for whatever reason.

Whilst every effort will be made to complete the installation of the Kitchen and/or Bedroom in a reasonable time, the company will not be liable for any claim, for compensation of any description that may result from the installation being delayed due to reasons beyond the company's control.

Kirkplan Kitchens and Bedrooms - Bulletin 5

The Seller will use his best endeavours to secure delivery date or dates but shall be under no liability whatsoever for loss occasioned by delay in delivery arising out of any cause beyond the control of the Seller.

The Seller will use in his best endeavours to secure delivery date, or dates, but shall be under no liability whatsoever for loss occasioned by delay in delivery arising out of any cause beyond the control of the Seller. If the Seller should fail to deliver within 14 days after the original delivery date, the Buyer shall be entitled to cancel the contract and the Seller shall repay any deposit.

T C Harrison Group Ltd - Bulletin 5

Unless otherwise agreed in writing the place of delivery of the goods shall be the Seller's premises specified overleaf. The Seller shall not be liable to the Purchaser for any loss or damage howsoever caused resulting from non delivery or delayed delivery but in the event that the Seller is unable to deliver the Goods for any reason whatsoever either the Seller or the Purchaser may terminate this Contract by seven days notice in writing and in this event the Seller shall be under no further liability.

If a confirmed Date of Sale is shown overleaf: we guarantee that the vehicle will be available on this date.

If a Provisional Date of Sale is shown: we guarantee that the vehicle will be available within 10 days of this date unless an unforeseen increase in demand for the model of vehicle you require prevents its manufacturer fulfilling the order. In the unlikely event that we do not supply a suitable vehicle within 60 days of the Provisional Date of Sale you will have the option of cancelling this agreement in writing or waiting until the vehicle you have ordered is available.

If we fail to meet either of the above supply guarantees due to our own negligence, we will compensate you for any costs which you (sic) incur.

Lex Retail Group Ltd (Bulletin 5)

● ***Sub-group 2g - Excluding or restricting liability for a supplier's non-performance***

The management reserve the right to refuse access to the club without giving any reason for doing so. *(Deleted)*

Falkirk Sunbed, Solarium, and Ladies Health Club - Bulletin 1

If at any time it should become necessary to close the club premises for any reason whatsoever or to cease the club's activities, members shall have no claim of any kind whatsoever against the company, and shall acquire no proprietary rights in the club premises or any property of the club. *(Deleted)*

Curves (Birmingham) Ltd - Bulletin 2

Purchase of this ticket signifies agreement to the following . . . Right to admission is reserved. *(Deleted)*

Roseclaim Ltd - Bulletin 5

The Customer accepts that without notice for commercial, technical (see below) or other reasons:

- a) The Service or part thereof may be suspended
- b) A network or service provider connected to the Service may suspend or terminate its connection to the Service.
- c) The Service may suspend or terminate its connection with another network or service provider, and that any such suspension or termination shall not be in breach of these terms and conditions. The Services are therefore provided on an 'as is' basis without guarantee of any kind.

The Company may from time to time close down the whole or part of the network for routine repair or maintenance work . . . for emergency repair to prevent overload of the network, or to preserve the safety, security or integrity of the service and traffic conveyed. The Company shall at its sole discretion decide when such action is necessary.

We will do our best to maintain the operation of the Service in accordance with the information that you have received about it. We cannot and do not accept any responsibility for the computer equipment and telephone services which you use to access the Service. In the event the Service is unavailable to you in circumstances which are beyond our control for a continuous period of more than 30 days you are entitled to terminate (sic) your agreement with us and to obtain a refund for the period it was unavailable.

When using the Internet you may find from time to time sites and addresses which you wish to visit have been disconnected or cannot be found. We are not responsible for maintaining any site or address other than our own and cannot guarantee the continued availability of any other person's site or address.

Global Internet Ltd - Bulletin 5

The General Manager may suspend or expel from the Club any Member whose conduct, in the opinion of the General Manager, is harmful to the character or interests of the Club or renders the Member unfit to associate with other members . . . Neither the Committee, the General Manager nor any of the Members of the Committee shall have any liability to the expelled Member in respect of such expulsion . . .

The General Manager may suspend or expel from the Club any Member whose conduct is unlawful or illegal or which shall bring the Club into disrepute, or who persists in acting or whose conduct is in substantial breach of the Rules of the Club.

Neither the Committee, the General Manager nor any of the Members shall have any liability to the expelled member in respect of such expulsion.

American Golf (UK) Ltd, trading as Cams Hall Estate Golf Club - Bulletin 5

● ***Sub-group 2h - Excluding or restricting liability via guarantees***

Warranties and Liability

All hardware sold by the Seller is guaranteed only to the extent of the original manufacturers warranty.

The warranty contained in the condition is in lieu of all conditions and warranties whatsoever (whether expressed or implied and whether arising at common law or statute) all of which, are hereby excluded to the extent permitted by law and provided always that nothing herein shall be deemed to exclude the warranty as to title implied by section 12 of the Sale of Goods Act 1979.

Warranties and Liabilities

The Seller provides a warranty in addition to your statutory rights for a period and on terms specified in the order documentation.

Time Computer Systems - Bulletin 4

All repair items under guarantee must be brought to the shop and collected by the consumer.
(Deleted)

Garland Electronics Ltd - Bulletin 5

All equipment materials workmanship provided by the Company for the maintenance and service of the system are guaranteed for a period of six months from the date of their provision. The Company's liability under this guarantee is strictly limited to the replacement of parts of or repairs to the system.

. . . Where exact replacement parts are not available the company may, with the agreement of the customer, use a reasonable alternative.

Certes Security Ltd - Bulletin 5

All furniture products are guaranteed for one year in normal household use with the exception of goods 'Sold as seen'. This does not affect your statutory rights if the goods sold are not of a satisfactory quality.

All Furniture products are guaranteed for one year in normal household use with the exception of goods 'Sold as seen'.

Durham Pine Ltd - Bulletin 5

GROUP 3

Schedule 3, paragraph 1(c) - Binding consumers while allowing a supplier to provide no service on a pretext

RMCL may from time to time and without notice suspend the Services (. . . and during any period of suspension the Customer shall remain liable for the Annual Monitoring Fee) if the Customer does, or allows to be done, anything which **in RMCL's opinion** may have the effect of jeopardising the operation of the Services . . . *(Deleted)*

Residential Monitoring Co Ltd - Bulletin 4

GROUP 4

Schedule 3, paragraph 1(d) - Non-return of pre-payments on consumer cancellation

DEPOSIT - Should the Buyer fail to fulfil his obligations under the terms of this contract so that the Company shall be entitled to repudiate the said contract then, without prejudice to any other rights or remedies available to it, the Company may forfeit and retain any deposit paid. *(Deleted.)*

Actif Designs, trading as Princess Interiors - Bulletin 1

The customers deposit is not refundable if the customer cancel the order other than those rights reserved by statute. *(Deleted)*

Wm Christensen Ltd, trading as Splash Out Fitted Bathrooms - Bulletin 2

No order which has been accepted by Maples may be cancelled by the Customer except . . . on terms that the Customer shall indemnify Maples in full against all losses and costs incurred by Maples as a result of cancellation. A MINIMUM CANCELLATION CHARGE OF 25% OF THE CONTRACT PRICE WILL BE PAYABLE BY THE CUSTOMER IN THE EVENT THAT MAPLES ACCEPTS SUCH CANCELLATION.

You cannot cancel an order unless you . . . pay any losses and costs we suffer because of the cancellation. If we cancel the contract, we must pay you any losses or costs you suffer because of the cancellation.

Maples Stores plc - Bulletin 3

Please note that we cannot provide a Refund on paid course fees. *(Deleted)*

Serco Ltd, trading as Beckenham Leisure Centre - Bulletin 4

The Customer shall pay the deposit (if any) specified in the Order Form upon the date of signature of the Contract by the Customer. Unless expressly prevented by Law the deposit shall be strictly non-returnable. *(Deleted)*

Westminster Windows - Bulletin 4

In the event that the Customer shall cancel the Contract the Customer shall pay by way of liquidated damages

- i) A sum equal to 25% of the Contract price if the cancellation takes place prior to the commencement of inspection and measurement by the Company's surveyor.
- ii) a sum equal to 60% of the Contract price if cancellation takes place after inspection and measurement by the Company's surveyor but during manufacture of the Goods:
- iii) a sum equal to 90% of the Contract price if cancellation takes place after manufacture of the Goods but prior to delivery.

In the event that the customer shall cancel the contract without valid reason the customer shall pay by way of liquidated damages a reasonable pre-estimate of the loss of profit net of costs saved caused by the breach . . .

Streamline Enterprise Ltd, trading as Advance Window Company - Bulletin 5

Should a hirer cancel a reservation, Fees paid to that date will be forfeit, security bond returned. Holiday insurance is recommended.

Should a hirer cancel a reservation, ROLLING will endeavour to re-hire the vehicle. If this is not possible for all or part of the original booking duration, fees paid to that date, or the relevant proportion will be forfeited. Holiday/Cancellation insurance is recommended.

Rolling Motor Caravan Hire - Bulletin 5

The Company reserves the right to charge a cancellation fee, the minimum being 30% of the order value, this does not represent a penalty and serves to liquidate the company's costs. *(Deleted)*

Homestyle (UK) Northern Ltd - Bulletin 5

Students who want to end their residence must give one clear terms notice. No refund or reduction in fees will be made for students who leave early for any reason.

Unless otherwise agreed either the student or the College may end the agreement by serving not less than one clear academic term's notice in writing. The college will normally agree to less notice from the student where another student acceptable to the College wishes to occupy the room.

Lewes Tertiary College - Bulletin 5

. . . In the event of the Purchaser cancelling the contract (save in accordance with Conditions 3(b), 4 and 5(a) hereof) or failing to accept delivery or failing to complete this contract the deposit shall be forfeited to the Seller but such forfeiture shall not prejudice any other remedy which the seller may have for breach of any of these conditions.

. . . In the event that you wish to withdraw for some other reason, we will be entitled to retain a proportion of your deposit until we have found another buyer for the vehicle. The sum retained will be sufficient to cover the losses we are likely to incur.

Lex Retail Group Ltd - Bulletin 5

GROUP 5

Schedule 3, paragraph 1(e) - Financial penalties

In the event of failure to comply with these rules the management reserves the right to cancel the membership without refund. *(Deleted)*

Falkirk Sunbed, Solarium, and Ladies Health Club - Bulletin 1

In the event of a cancellation after seven days of order the customer will be liable to pay the balance due for the goods purchased. *(Deleted)*

Richline Ltd- Bulletin 3

This invoice must be produced upon collection of garments. Failure to comply will result in all charges being made again.

This invoice must be produced upon collection of garments.

House of Elegance - Bulletin 4

Interest will be charged at the rate of 10 % per month or part thereof on any sum outstanding for more than seven days following the delivery and installation of the goods . . . *(Deleted)*

Kitchen Magic Ltd - Bulletin 4

If the monies due are not paid to the Carrier within 14 days of their falling due the Carrier shall have the same powers of sale as set out in the preceding clause 6 and the Carrier may sell the Consignment and apply the proceeds of the sale towards the monies due and any reasonable expenses of sale.

*We may sell all or some of your goods to recover any unpaid charges. We can only do this after giving you 30 days' written notice that we intend to do so. If we do sell any of your goods, and the proceeds from the sale are greater than the amount you owe us, we will pay you any excess amount after taking off the cost of selling the goods. **This clause does not apply to a private consumer.***

TNT Express (UK) Ltd, trading as TNT Supamail - Bulletin 4

. . . any sum overdue for payment from the Client to the Builder (whether under this agreement or otherwise) shall bear interest at the rate of 2½ percent for each calendar month or part of a calendar month during which the sum remains unpaid.

The Client will pay the Builder interest at the rate of 1% per month compound interest on all outstanding sums from the due date until payment.

Coldstream Construction - Bulletin 4

Failure to comply with the payment of the balance on the due date . . . will entitle the company to charge interest on the balance outstanding at the rate of 7% compound interest above bank base rate.

Failure to pay the balance outstanding will . . . entitle the company to charge interest on the balance at the rate of 3% interest above the Barclays Bank base rate for the time being in force.

In the event of the company being denied access for the delivery of the goods, the following charges shall be made.

. . . if the company is denied access for the delivery of the goods, a claim for any abortive labour and materials costs may be made. In this instance the charges would normally be made by the company as follows:

- i) Administration charge £30
- ii) Survey fee £50
- iii) If the manufacture of the goods has commenced 50% of the contract value
- iv) if the manufacture of the goods has been completed 85% of the contract value.

- a. If the manufacture of the goods has commenced up to 50% of the contract value.*
- b. If the manufacture of the goods has been completed up to 75% of the contract value.*

Kirkplan Kitchens and Bedrooms - Bulletin 5

The Customers are bound by this Agreement to have the installation completed when all necessary goods have been made and the Customers have been informed that the Company wishes to install the products. If the Customers wish to delay the installation by more than 14 days after they have been informed that the goods are ready the full and total price shall become due. The products will then be stored for no longer than two calendar months after which time the products will be delivered to the customer's house.

The customer will allow installation to commence within 21 days of being informed by the Company that the materials comprising the installation are ready for delivery. If within a further 21 days at the end of installation period the customer has not permitted installation to commence then 80% of the price shall immediately be payable and installation shall follow as soon as reasonably practicable. Any balance of the price will be payable in accordance with clause 8.

Orchard Window Company - Bulletin 5

In the event of payment due under the terms of this agreement not being made this agreement or continuation of it shall lapse and the company's obligation under it shall cease.

In the event of payment due under the terms of this agreement not being made, the company reserves the right to suspend all emergency servicing of the System, and spend all maintenance of the system if the maintenance charge remains unpaid.

Certes Security Ltd - Bulletin 5

The Company may terminate a Customer's account at any time and without prior notice and without affecting any accrued rights or claims of the Company where the Services are misused by the Customer for non-payment of the Subscription Fee or for breach of these terms and conditions . . .

If you fail to pay Fees when they are due or abuse the Service we may terminate your access of the Service . . . The standard of conduct that we expect from you is explained below.

The Company reserve the right to suspend provision of service for the duration of any non-payment period (without prejudice to the provision in clause 9.3a) Suspension of services does not necessarily constitute termination and the customer may be liable (at the Company's discretion) to pay a reconnection fee to the Company to recommence subscription services. *(Deleted)*

Global Internet Ltd - Bulletin 5

GROUP 6

Schedule 3, paragraph 1(f) - Cancellation clauses

● Sub-group 6a - Unequal cancellation rights

We may cancel a membership at any time by sending seven days' notice by recorded delivery to your last known address and in such an event you will receive a pro rata refund of your subscription, unless the service has been used.

If excessive use of the service has occurred, eg: through failure to seek permanent repair following any temporary repair effected by an agent or due to lack of routine vehicle maintenance, we may cancel the membership by sending seven days' notice by recorded delivery to your last known address.

Britannia Rescue Services Ltd - Bulletin 3

This Contract is not subject to cancellation by the Customer . . . the Company reserves the right to cancel or refuse acceptance of any order at any time by refunding all monies paid less an administrative charge.

Either party shall have the right to terminate this Contract without penalty within seven days from the date hereof, subject to written confirmation of such termination being given by one party to the other within such period. In the event of such termination by either party the Company shall refund to the Customer all sums paid by the Customer to the Company by way of deposit or otherwise.

Caswell Ltd, trading as Homecare Windows - Bulletin 4

This is a binding contract, not subject to cancellation by the Purchaser. (If this is requested and agreed by the Company, a fee covering any expenses involved will be payable.) The Company reserves the right to cancel any order at any time by refunding all monies paid.

The Company reserves the right to cancel this order within 21 days of the survey by notifying the Purchaser in writing of the reasons for cancellation and by refunding in full all monies paid. The survey will be carried out by the Company within 14 days of receipt of order.

Premier Windows and Cladding - Bulletin 4

The Seller shall in any event . . . be entitled to cancel or rescind the Contract if the performance of its obligations under the Contract is in any way adversely effected by any cause whatsoever beyond the Sellers control including but not limited to the delays or defaults of the suppliers or the default of any sub-contractor, war strike, lock-out, trade disputes, flood, accident to plant or machinery, shortage of materials or labour. *(Deleted)*

No Contract order may be cancelled without the Sellers written consent. In the event that cancellation is agreed for whatever reason the Customer shall indemnify the Seller against all costs, claims, loss and expenses occasioned thereby including any consequent loss and loss of profits. *(Deleted)*

Time Computer Systems Ltd - Bulletin 4

Upon the signing by the purchaser and the duly authorised representative of the company of the agreement overleaf a binding contract will be created in the respect of the order details of which are given overleaf and such a contract shall not be subject to cancellation by the purchaser although the company reserves the right to cancel this by refunding all monies paid.

The Client has a statutory seven day cancellation period from date of period of Contract. All cancellations should be addressed to the Company at the address shown overleaf. The Company do not accept cancellation verbally, or by telephone.

**Windows and Conservatories (North East) Ltd, trading as North East Windows Systems -
Bulletin 4**

As all blinds are made to customer's individual requirements this order cannot be cancelled.

As all blinds are made to customer's individual requirements this order cannot be cancelled unless we are in breach of our obligations to you.

Hillarys - Bulletin 5

Subject to condition 13ii this Agreement shall remain in force for a minimum period of 12 months . . . Sky may terminate the Agreement at any time.

*You may end this contract at any time during the **Minimum Term** by giving us one month's notice if we tell you (i) we are going to change these conditions or (ii) withdraw the Sky TV Guide, any **Sky Premium Channel** or any bonus **Channel** in your chosen **Option** or iii) if we reduce significantly the number of **Channels** within or the level of the service of the **Sky Multi-Channels Package** or (iv) if we interrupt for a significant period any **Channel** within your chosen **Option** for any pay-per-view programmes or services . . . Except where you break the **Conditions** of this **Contract** we will not terminate this **Contract** during the **Minimum Term**.*

British Sky Broadcasting Ltd - Bulletin 5

☞ Clauses providing for cancellation following an adverse survey

The Contract is subject to the Company Surveyor's inspection and report. If this Contract is terminated by the Company the deposit paid by the Customer will be refunded in full.

This Contract is subject to the Company's Surveyor's inspection and report which will be carried out within fourteen days from the signing of this Contract. If the Surveyor's inspection and report discloses material adverse structural conditions the Company will forthwith provide the Customer with a copy of such report and the Company will be entitled to terminate this Contract by written notice to the Customer and will refund the deposit in full to the Customer.

Casewell Ltd, trading as Homecare Windows - Bulletin 4

The Contract is subject to the receipt of a Surveyor's Report satisfactory to the Seller and the Seller reserves the right to cancel the Contract on the receipt of the Surveyor's Report or to alter without notice the specifications of the Goods in accordance with the Surveyor's recommendations. *(Deleted)*

Westminster Windows - Bulletin 4

This agreement is conditional upon the company's surveyors approval of the schedule of work following inspection.

This agreement is conditional upon the company's surveyor to the work specified or inferred in the Order. Pursuant to the granting or refusal of such approval the customer will allow the surveyor to inspect the premises within 14 days of the date of the Order, or within such longer period as shall be agreed between the parties.

The company reserve the right to make such modifications to the schedule of works as their surveyor deems necessary.

The company reserve the right to make such modifications to the work as the surveyor considers appropriate, subject to such modification being detailed in writing to the customer.

If the surveyor's approval is not given for whatever reason or the customer does not accept the proposed modifications any deposit will be refunded and the contract automatically cancelled.

If the surveyor shall not grant his approval or the customer does not accept the modifications referred to in sub-paragraph B hereof, the contract will be treated as terminated immediately and any deposit paid by the customer refunded. In the event that the surveyor shall not grant his approval, the company, if requested by the customer shall provide within 14 days an explanation of the surveyor's findings.

Plastics Window Federation - Bulletin 5

The Company reserves the right to cancel if in the professional opinion of the company surveyor it is in the company's best interest to do so. *(Deleted)*

Bloomline Ltd, trading as Britelite Windows - Bulletin 5

● ***Sub-group 6b - Supplier's right to cancel without refund***

In the event of the Manufacturer of the vehicle ceasing to manufacture it, the Seller may (whether the estimated delivery date has arrived or not) by notice in writing to the Purchaser, cancel the contract without liability on its part.

Caledonia Motor Group - Bulletin 4

The Club reserves the right to withdraw and cancel the ticket, without offering refund, solely at its discretion for any reasons without having to enter into correspondence with the purchaser.

In the event of the Holder . . . contravening any of these Conditions or the Holder being involved in any incident of crowd misbehaviour or the use of bad language, the Club reserves the right to withdraw the Ticket without refund. The Club also reserves the right, with due cause, to withdraw the Ticket with refund with an explanation to the Holder who shall have the right to challenge the decision in the event that the Holder considers that the Club has acted without due cause. In the event of such challenge, the Club shall appoint an independent arbitrator to determine whether the Club has acted with due cause.

Birmingham City Football Club - Bulletin 4

Refunds will not be given for flight cancellation due to adverse weather conditions or aircraft unserviceability - in such cases, alternative dates will be offered.

Refunds will not be given for flight cancellation due to adverse weather conditions or aircraft unserviceability. In such cases ticket validity will be extended by six months and alternative dates will be offered with every effort being made to arrange dates acceptable to customers

Lothian Helicopters Ltd - Bulletin 4

If the buyer shall fail to take and pay for the Vehicle within 7 days of notification as aforesaid the Seller shall be at liberty to treat the contract as repudiated by the buyer and thereupon the said deposit shall be forfeited.

If the Buyer shall fail other than for reasons outside its control or refuse to take and pay for the Vehicle within 14 days of notification that the Vehicle is ready for delivery the Seller shall be at liberty to cancel the contract and thereupon the deposit shall be forfeited . . . If the contract is terminated for any reason due to the default of the Seller any deposit previously paid by the Buyer shall be repaid to the Buyer forthwith.

T C Harrison Group Ltd - Bulletin 5

GROUP 7

Schedule 3, paragraph 1(g) - Supplier's right to cancel without notice

The right is specifically reserved . . . to terminate this engagement at any time, where in Bradleys Estate Agents' opinion, the asking price is unrealistic in the light of the prevailing market conditions, to the extent that there is little or no likelihood of a sale being arranged at, or near, the price in the immediately foreseeable future, or the vendor later raises any additional point which is unacceptable to Bradleys Estate Agents.

We can end this agreement by giving 14 days notice in writing to you at any time in the following circumstances:

a) if we believe that the price at which you require to market the property is unrealistic: or

b) if you require us to take any step which may put us in breach of our legal or professional obligations.

Bradleys Estate Agents Ltd - Bulletin 3

GROUP 8

Schedule 3: paragraph 1(h) - Excessive notice periods for consumer cancellation

If a member does not wish to renew membership in any subsequent year then written notice of at least 4 weeks prior to the expiry of 12 months from the date of the membership certificate must be given. If such a notice is given between 2 and 4 weeks expiry, then 75% of the renewal fee for the subsequent year will become payable and if less than 2 weeks of expiry then 100% of the renewal fee will become payable. *(Deleted)*

Clamp Busters Club Ltd - Bulletin 2

The Customer may terminate a Leased Line service only after a 3 month termination notice period. Notice must be submitted in writing and the Company's acceptance of such notice will also be submitted in writing, stating the day, month and year of service termination/disconnection. There will be no refund due to the Customer for any part of their cancelled subscription as the cancellation will take effect at the end of the current billing period. *(Deleted)*

Global Internet Ltd - Bulletin 5

This term . . . shall, subject to Clauses 7 and 8, continue for a minimum term of 15 months inclusive of the 90 day notice period referred to in Clause 8(c).

The minimum term of this agreement is 12 months.

On expiration of the relevant minimum term . . . either party may terminate this agreement by giving to the other 90 days written notice of such intention to terminate.

The notice period for ending the agreement is 1 month and you can give us notice after 11 months.

Motorola Telco (Motorola Ltd) - Bulletin 4

GROUP 9

Schedule 3, paragraph 1(i) - Binding consumers to hidden terms

Passengers, their luggage and accompanied vehicles are carried subject to the conditions of carriage of Stena Sealink Limited and associated carriers and where applicable, the conditions of carriage of Stena Line Service AB, Lion Ferry or other carrier, all of which include exclusions and limitations of the carrier's liability for death, illness or injury or for damage to or loss of vehicles and luggage . . .

Our liability in respect of death or personal injury shall in no case exceed the appropriate limit under the Athens Convention, being £93,956 as at March 1996.

Our liability for loss of or damage to property (regardless of where the damage may occur) shall in no case exceed an amount equal to the respective limits under the Athens Convention, being £782 for cabin luggage, £3,128 for a vehicle and £1,126 for other luggage as at March 1996 . . .

Stena Line - Bulletin 1

. . . the Seller and this contract shall be subject to any conditions which the Company may from time to time attach to the supply of the vehicle and the accessories to the Seller. (*Deleted*)

Ford Motor Co Ltd - Bulletin 2

Each operator or park has its own terms and conditions . . . These become binding 7 days after you receive them.

These terms and conditions apply to all holidays booked through this offer and form the basis of your contract with your holiday park or operator and theirs with you.

News International Ltd, trading as UK Holidays in the Sun - Bulletin 4

All orders shall be subject to these Conditions. The acceptance by the Seller of any order [ie, including telephone orders] shall be deemed to incorporate these Conditions.

All orders are subject to these conditions. If this is not acceptable the Seller should be contacted within 7 days and a full refund will be given for unopened and unused goods.

Time Computer Systems Bulletin 4

The Hirer and any driver shall
a) ensure compliance with the terms, conditions and limitations of the insurance policy, which shall be deemed to be included in this agreement as if the same were fully set out herein.

If you take out our insurance: . . . Use of our insurance will be subject to the terms and conditions of the relevant insurance policy, a copy of which is available for inspection at each corporate branch. You must read the terms and conditions of the relevant insurance policy. You will ensure that the terms of the insurance policy are complied with at all times.

Rovard Facilities Ltd, trading as British Car Rental - Bulletin 5

GROUP 10

Schedule 3, paragraph 1(j) - General variation clauses

We reserve the right to alter hours of business if found necessary and change the annual membership system and/or price structure. *(Deleted)*

Falkirk Sunbed, Solarium, and Ladies Health Club - Bulletin 1

Management reserves the right to vary, revoke or add to these rules from time to time at its absolute discretion. *(Deleted)*

Fitness First plc - Bulletin 5

Sky may at any time vary or add to these Conditions as it deems necessary. Notice of such variations or additions or any other notice to be given by Sky under these Conditions may be by whatever means Sky from time to time deems fit subject to any statutory provisions, notwithstanding Condition 15 below.

We may not change or add to Conditions 2(c) or (d) [Price], condition 3(d) [Content], Condition 8 [Viability] or this Condition except for security, legal or regulatory reasons.

We may not change or add to any other Conditions unless it is reasonable for us to do so.

We will give you at least one month's notice of any changes or additions. We will not use this right to vary the terms of any special offer which applies to you.

BSkyB also introduced a right to cancel in the event of a contractual variation.

British Sky Broadcasting Ltd - Bulletin 5

GROUP 11

Schedule 3, paragraph 1(k) - Right to change what is supplied

☞ Clauses claiming the right to vary goods/materials

If, for any reason, the Company is unable to supply a particular item of furniture or a particular appliance, the Company will notify the Customer. The Company will normally replace it with an item of equivalent or superior standard and value.

If, for any reason beyond the Company's reasonable control, the Company is unable to supply a particular item of furniture or a particular appliance, the Company will notify the Customer. With the agreement of the Customer the Company will replace it with an item of superior standard and value.

Moben Kitchens, a division of MKD Holdings Ltd - Bulletin 1

All orders are taken subject to the availability of goods and materials in stock and the seller reserves the right to alter the specification of, or to withdraw any item without prior notice. Provided however that such alternative materials that are used shall be of satisfactory quality. *(Deleted)*

David Cover and Son Ltd - Bulletin 3

The company reserves the right at any time and without notice to vary or alter any of the design specifications and packaging of equipment described in its sales literature.

The company will use its best endeavours to supply the customer with the exact goods ordered but where this is not possible the company will notify the customer as soon as possible of any alterations to the design, specifications and packaging of the equipment described in the sales literature and where the alteration is fundamental to the goods ordered the customer may terminate this contract and any deposit paid will be refunded.

GP Care Supplies - Bulletin 3

. . . pursuant to the company's policy of continuous development in the standard of its products and installation methods the company reserves the right to modify the design and specification of its products and method of installation without notice.

We . . . reserve the right to change the specification of the products to be supplied to you if it is necessary to meet current building standards or to comply with safety requirements or other changes in legislation so long as the changes do not materially affect the appearance or performance of the installation.

Fascia Soffit and Guttering Co Ltd, trading as Fascia and Bargeboards - Bulletin 4

Representatives' samples are used to demonstrate a typical window and its composition. Window(s) and door(s) shown in the Schedule overleaf will be measured and manufactured in the way considered suitable by the Company and the right is reserved for modification.

Representatives' samples are used to demonstrate a typical window and its composition. Minor deviations from this standard may be unavoidable from time to time and in such circumstances every effort will be made to advise the Purchaser of any such unavoidable changes.

Premier Windows and Cladding - Bulletin 4

All material may vary in colour and finish. *(Deleted)*

**Windows and Conservatories (North East) Ltd, trading as North East Windows Systems -
Bulletin 4**

The company reserves the right to vary design and/or specification of any installation and/or product used without prior notice to the customer.

As it is our policy to continually improve products, methods and materials, we reserve the right to change specifications from time to time, we will not make any significant variations without your agreement.

Tunejot Ltd, trading as Sure Seal - Bulletin 5

In the event of the manufacturer . . . altering the specification of the Goods, the Seller reserves the right to deliver in fulfilment of this contract goods conforming to the manufacturer's specification prevailing at the time of delivery in which case such goods shall be deemed to be within the description of the goods contained in these Conditions of Sale . . .

Most vehicle manufacturers operate policies of continuous improvement so changes in vehicle specification are common. While many are insignificant, it is possible that a significant change in specification will prevent us from supplying a vehicle which precisely meets the specification detailed overleaf. In this event, we will offer you an alternative vehicle, on the understanding that you have the option of accepting it or cancelling this agreement without penalty.

Lex Retail Group Ltd - Bulletin 5

☞ *Clauses claiming the right to vary services*

Stena Sealink accepts no liability for any inaccuracy in the information contained in this publication, which may be altered at any time without prior notice, and also reserves the right to alter, amend or cancel any of the arrangements shown in this publication.

*We reserve the right, **before you book**, to vary the services described in our brochures, including prices and departure dates and times, and to designate a different ferry for a particular journey.*

Stena Line Ltd - Bulletin 1

The management reserve the right to change the training days to alternate training days for men and ladies if they felt it was to benefit the club without any refund or reimbursement of any kind. *(Deleted)*

Falkirk Sunbed, Solarium and Ladies Health Club - Bulletin 1

[This firm took advertisements for its 13 regional magazines on the basis of different sets of terms and conditions containing up to six variation clauses. These allowed the company complete discretion to reject, suspend, alter or delete any advertisement - or any element of an advertisement (such as an illustration) without giving the consumer any notice or any reason for doing so.]

In order to meet its production and other editorial requirements, Auto Trader reserves the right to re-classify, edit the copy or alter the size or colouring of any advert. Where Auto Trader makes changes to a Customer's advert it shall use every effort to contact the Customer to explain the reasons for those changes (provided this is practicable given the production timetable). Where Auto Trader prints a changed advert of a lesser value, the Customer shall be entitled to a refund of the difference in price between the type of advert purchased by the Customer and the advert printed by Auto Trader.

Auto Trader Joint Holdings - Bulletin 4

. . . a reduction or other variation in the number or identity of the channels included in the Sky Multi-Channels Package will not vary the Subscription Payments payable by the Subscriber . . . bonus Channels will be supplied to Subscribers at no additional cost to the Subscription Payments payable from time to time for the relevant option. Notwithstanding the foregoing Sky may at any time without notice vary the terms on which these Channels are supplied including but not limited to introducing or otherwise making a charge for the supply of either or both Channels.

. . . if we vary or withdraw the Sky Multi-Channels Package and we offer the channels previously available in it on one or more different channel packages then, until the end of the Minimum Term, you can either move to one of the new packages (in which case we will tell you how your subscription Payment will change) or keep the same selection of channels at the same price (except for any channels no longer offered by Sky or where the owner of any channel will not agree that you can receive it in this way) . . .

We may supply analogue bonus channels within your Option which you will not have to pay for. We can withdraw or change these Channels without giving you notice. We can also change any bonus channel into a channel that you must pay for if you want to continue to receive it, but if we do this during your minimum Term you shall continue receiving that Channel without payment for the remainder of your Minimum Term. You may end this contract at any time . . . if we . . . withdraw any Sky Premium Channel (or bonus Channel) in your Channel option or . . . reduce significantly the number of channels within or the level of the Service the Sky Multi-Channels Package.

British Sky Broadcasting Ltd - Bulletin 5

. . . The Management reserves the right to alter the opening times as it sees fit.

. . . The Management reserve the right to adjust the hours for the purpose of cleaning, decorating, repairs or special functions and holidays . . .

Fitness First plc - Bulletin 5

GROUP 12

Schedule 3, paragraph 1(l) - Right to increase the price

Fluctuations. Invoices are strictly nett and the quoted price will be adjusted to meet any price variations in labour or materials occurring after the date of quotation. *(Deleted)*

.0.0.0.0.0.1.A.A.A.Abbeyflow Ltd - Bulletin 2

Prices of the Goods shall include delivery of the Goods to the Buyer's premises. Provided however, that the Seller reserves the right to impose a delivery charge where the Seller sees fit. Any charge for delivery will be at the Seller's rates from time to time in force. *(Deleted)*

David Cover and Son Ltd- Bulletin 3

To cover at least one of your security or fire protection equipment products for a minimum of 60 months with a maximum service available of 120 months.

To cover the security of fire protection products specified in the Service Schedule for a minimum service period of 60 months with a maximum service available of 120 months at a fixed price agreed at the time the Service Contract is entered into.

Changes to equipment specification, attachments or features may result in the adjustment of the annual maintenance charge. *(Deleted)*

European Environmental Controls Ltd - Bulletin 4

The Company may increase the Service charges at any time after a period of one year from the installation date by giving notice in writing stating the increase and the date it shall become effective. The Subscriber may within one month after the service of any notice of increase give **three month's** notice in writing terminating this Agreement.

*The Company may increase the Service charges at any time after a period of one year from the installation date by giving notice in writing stating the increase and the date it shall be effective. The Subscriber may within one month after the service of any notice of increase give **one week's** notice in writing terminating this Agreement.*

Wychavon Security Systems - Bulletin 4

The contract price is valid for 6 months duration. However, should the installation not be . . . completed within that time and payment not made then the Company reserves the right to recover any price increments. *(Deleted)*

Bloomline Ltd, trading as Britelite Windows - Bulletin 5

☞ ***Clauses revised by the introduction of cancellation rights***

. . . we may vary the charges shown on the front of this contract and in our price list at any time.

*We may vary **charges** at any time . . . In the event that we increase our **charges**, you may give notice in accordance with Clause 12.2 to terminate the **services** in respect of which the **charges** have increased irrespective of whether the **minimum period** in respect of these **services** has expired.*

Eurobell (Sussex) Ltd - Bulletin 5

The Goods are sold at the Seller's ruling price at the time of delivery to the Purchaser. If prior to delivery there is any increase in the quoted price of the Goods the Purchaser may within seven days of receiving notice of such increase cancel this Contract and recover from the Seller any deposit paid. The Seller shall be under no further liability.

*It is not always possible to confirm the purchase price of a vehicle at the time of order. We indicate overleaf at the head of the section on Financial Details whether the price shown is confirmed or provisional. **If a Confirmed Purchase Price is shown overleaf:** this is the price you will pay. **If a Provisional Purchase Price is shown:** the price of the vehicle on the Date of Sale may be higher or lower, but only if its list price is altered by the manufacturer or importer or applicable tax legislation is revised. The price of extras may also change under either of these conditions. You will be entitled to withdraw from this agreement if there is a price increase which you consider excessive.*

Lex Retail Group Ltd - Bulletin 5

☞ *Terms revised to become price indexation clauses (see Schedule 3, paragraph 2(d))*

The Company may increase the service charge at any time after 12 months from the Agreement date by giving note in writing to the Customer stating the new Service Charge and the date (not being earlier than the date of the notice) on and after which the new Service Charge shall become effective.

We can change our service or monitoring at any time after 12 months from the date of this agreement . . .

. . . Our new charges will be index-linked. The index we use is the latest monthly BEAMA index (electrical engineering) published before the date we send you the invoice . . .

Chubb Alarms Ltd - Bulletin 4

The maintenance charge is reviewable annually but will not normally over time be increased by more than the Retail Price Index.

Price increases year by year will generally be in line with increases in the Retail Price Index, but in any three year period will not in total exceed the Retail Price Index by more than 5 percent.

Certes Security Ltd - Bulletin 5

Sky reserves the right to vary from time to time the Subscription Payments on giving one month's notice to the Subscriber.

We may change your Subscription Payment at any time by giving you at least one month's notice. However, during the Minimum Term , unless it is for a reason set out in Condition 2(d) below, we may increase your Subscription Payment only once. That increase will not be more than (i) 10% or (ii) the increase in the Retail Price Index over the 12 months before we tell you about that price increase, whichever is the greater; this price increase will not affect you during the first 60 days after you first subscribe to Sky.

British Sky Broadcasting Ltd - Bulletin 5

GROUP 13

Schedule 3, paragraph 1(m) - Supplier's right of final decision

- *Sub-group 13a - Supplier's right to interpret terms*

The vehicle must not have suffered any damage, whether repaired or not, which in the opinion of your Rover Car Dealer will cost or has cost more than £150 to repair.

[Rover agreed to amend the term to allow for an independent assessment by an RAC expert. The costs of any such assessment are to be borne by the losing party.]

Rover Group Ltd - Bulletin 1

Any dispute or difference which may arise in regard to the interpretation of the Rules shall be determined by the Management, whose decision shall be final. *(Deleted)*

Fitness First plc - Bulletin 5

- *Sub-group 13b - Supplier's right to decide whether he is in default*

The company shall not be responsible for scorch marks, stains, spillages or any other event causing damage which it deems as unavoidable in the circumstances prevailing at the time of the work. *(Deleted)*

.0.0.0.0.0.1.A.A.A.Abbeyflow Ltd - Bulletin 2

The Company will repair or replace any part as it deems necessary and where a part which is a replacement is defective then the Company will issue a further part.

The Company shall use all reasonable endeavours to supply minor spare parts and replacement components required to maintain the equipment in good working order and no extra charge will be made for the supplies. If, however, the equipment is damaged otherwise than by fair wear and tear, the Company reserves the right to charge the Subscriber for supplying the same.

European Environmental Controls Ltd - Bulletin 4

GROUP 14

Schedule 3, paragraph 1(n) - 'Entire agreement' and formality clauses

- *Sub-group 14a - 'Entire agreement' clauses*

All terms of the Contract between the Purchaser and the Company are contained in this document. No representations or warranties are made or given by the company save as appear herein.

It is the intention of the Company that all terms of a contract between the Purchaser and the Company are contained in this document and in the brochures and specifications provided to the Purchaser.

Cordula - Bulletin 1

Vacation 2000 (Holiday Club Anglian) Limited takes no responsibility for any verbal claims, or other offers made in conjunction with this offer by its distributors, agents which are not included in this promotion.

Vacation 2000 accepts responsibility under these Terms and Conditions for its commitments to you. It also accepts responsibility by its duly authorised agents.

Vacation 2000 (Holiday Club Anglian) Ltd - Bulletin 2

The conditions are incorporated into the contract and supersede any other including terms or conditions appearing in advertisements, catalogues or other literature relating to the goods and override and exclude other terms or conditions stipulated or referred to by the Customer.

The quantity, quality and description of any goods or services will be those set out in the contract under 'specification'.

Maples Stores plc - Bulletin 3

This document includes the whole terms of the Contract and no representation warranty, statement or undertaking whether oral or in writing shall be capable of being treated as forming part of the Contract unless the same shall be in writing and signed by a Director, on behalf of the Company, and the Customer and be attached to this document.

It is the intention of the Company that all terms of the Contract between the Customer and the Company are contained in this document and in the brochures and specifications (if any) provided to the Customer. If the Customer wishes to rely on any variation in these terms he is asked to ensure that such variations are written into this agreement or notified to the Company in writing as soon as possible after the Contract has been signed.

Casewell Ltd, trading as Homecare Windows - Bulletin 4

The placing of an order with the company will be deemed to bind the customer to the following terms and conditions and no oral representation shall bind the company. Any variation or alteration in the following terms and conditions shall only be binding upon the company if made in writing and signed by a director of the company.

To protect your own interests please read the conditions carefully before signing them. We want you to know that you will always get a fair deal from us, and to understand exactly what we are both agreeing to under our bargain. If you are uncertain as to your rights under them or you want any explanation about them please write or telephone to our customer queries department, at the address and telephone number set out above.

Fascia Soffit and Guttering Co Ltd, trading as Fascia and Bargeboards - Bulletin 4

No verbal agreements will be honoured. *(Deleted)*

PI Advertising Ltd - Bulletin 4

All the terms of the Contract between the Company and the Customer are contained in the Contract and in these conditions and no oral or written arrangements between the Customer and any agent or representative of the company not contained in the Contract shall be in any way binding upon the Company.

The Company intends to rely upon the written terms set out here and on the other side of this document. If you require any changes, please make sure you ask for these to be put in writing. In that way, we can avoid any problems surrounding what the Company and you the Customer is expected to do.

Catch Monitored Security - Bulletin 5

This Agreement and Our Price List together set out the whole agreement between us and the Service . . .

. . . these terms and conditions and our Price List together . . . [are] intended by us to set out the whole agreement between us and you. If you do not think that it does so, please contact our Customer Services Department on 0800 522222 immediately . . .

Diamond Cable Communications plc - Bulletin 5

This contract is the only contract we make with you. It replaces all previous contracts we may have made with you for any of the services included in it, and any other representations (with the exception of fraudulent representations) we may have made. All its terms and conditions are printed here.

We enter into this contract with you with the intention that all the terms of the contract between us are included in writing on this form or on the terms and conditions overleaf. Please therefore include below any other applicable terms or special requirements.

Notice now placed prominently on the front of the contract document

Eurobell Sussex Ltd - Bulletin 5

☞ Clauses requiring all variations to be in writing

These conditions shall apply to all orders and contracts . . . and any purported qualification or variation hereof by any employee or agent of the company or its Authorised Distributor shall be ineffective unless agreed to in writing by the company.

These conditions shall apply to all orders and contracts . . . and if there are any qualifications or variations to these conditions it is important for the avoidance of doubt that such variations should be in writing in the space provided overleaf.

GP Care Supplies - Bulletin 3

ALTERATIONS or additions to these terms can only be accepted with the written consent of a Director of Dreams Limited. Any otherwise entered into agreements are not deemed to be binding. *(Deleted)*

Dreams Bed Superstores - Bulletin 4

This agreement is between the company and the customer, the terms of which shall not be changed without written confirmation from both parties.

. . . If any amendments to this contract are required it is preferable that they be confirmed in writing . . .

Coastline Windows Ltd - Bulletin 5

Any variation of this agreement must be in writing and signed by both parties. VOC.

The customer is advised to put any changes in writing.

Plastics Window Federation - Bulletin 5

☞ *Clauses denying employees authority to vary contracts*

The Seller's employees or agents are not authorised to make any representations concerning the windows unless confirmed by the Seller in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of any such representations which are not so confirmed. *(Deleted)*

Westminster Windows - Bulletin 4

Please do not rely on promises claims written or verbally made by anyone other than that mentioned herein. Travel Time accepts no liability or responsibility for statements made when there is documented proof in writing signed by an authorised officer of Travel Time.

Please do not rely on promises or claims written or verbally made by anyone other than Travel Time or its authorised agents.

Travel Time (UK) Ltd - Bulletin 5

● *Sub-group 14b - Formality requirements*

DISCREPANCIES - Claims for shortages in number of products cannot be considered unless noted on the receipt copy of the Customers Advice Note. *(Deleted)*

LJ Pine Products - Bulletin 4

The customer may cancel the installation without penalty during the cooling off period . . . To avoid misunderstanding, any postal cancellations must be by recorded delivery or registered post and receipt of post will be required should there be doubt as to when the contract was cancelled.

The Customer may cancel the Order without penalty during the cooling off period . . . Any cancellation must be given by written notice by either party.

Plastics Window Federation - Bulletin 5

GROUP 15

Schedule 3, paragraph 1(o) - Binding consumers where a supplier defaults

A failure by Maples to make an instalment delivery will not entitle the Customer to repudiate the contract.
(Deleted)

Maples Stores plc - Bulletin 3

SUSPENSION/DISCONNECTION

Vodacall may from time to time without notice suspend the Network Services (and, at Vodacall's discretion the Apparatus or the SIM Card from the System) and/or the Recall Service in any of the following circumstances: . . .

. . . Notwithstanding any suspension of the Network Services and/or the Recall Service under this condition 10 the Customer shall remain liable for all charges due throughout the period of suspension unless Vodacall at its sole discretion determines otherwise.

SUSPENSION OF THE SERVICES

We can suspend the provision of the Services without telling you: . . .

. . . Therefore, we recommend you privately arrange insurance to cover any monthly (or other periodic) charges you have to pay. However, if you are unable to use all of the Services for a continuous period of 3 days because:

- *there is a technical failure of the networks;*
- *they are being tested, modified or maintained; or*
- *access is denied to us*

you shall receive a refund of your monthly (or other period) charge. The refund will represent that part of the monthly (or other periodic) charge for the period of suspension.

Vodacall Ltd - Bulletin 3

Where appropriate the Seller reserves the right to make deliveries in instalments. Delay in delivery or other default of any instalment shall not relieve the Purchaser of his obligation to accept and pay for the remaining deliveries.

Where appropriate the Seller reserves the right to make deliveries in instalments.

Time Computer Systems Ltd - Bulletin 4

GROUP 16

Schedule 3, paragraph 1(p) - Supplier's right to assign without consent

The Company shall be entitled to assign this agreement either in whole or in part. The Customer shall not assign, re-sell, transfer or sub-lease the Services or his/her rights under these terms and conditions. Breach of this restriction in any way, whether successful or not will result in the Customer's account being terminated.*(Deleted)*

Global Internet Ltd - Bulletin 5

GROUP 17

Schedule 3, paragraph 1(q) - Restricting consumers' remedies

⚖️ Compulsory arbitration clauses

If we cannot resolve any disputes about Ford Extra Cover you will accept reference to an agreed arbitrator or to one appointed by the President of the Law Society for the time being. *(Deleted)*

Ford Motor Co Ltd - Bulletin 4

Arbitration. Any dispute or difference of any kind whatsoever which arises or occurs between the Customer and the Company in relation to any thing or matter arising under, out of or in connection with this Agreement shall be referred to arbitration under the Arbitration Rules of the Chartered Institute of Arbitrators.

*Arbitration. **Where the Customer does not deal as consumer** and any dispute or difference of any kind whatsoever which arises or occurs between the Customer and the Company in relation to any thing or matter arising under, out of or in connection with the Agreement shall be referred to arbitration under the Arbitration Rules of the Chartered Institute of Arbitrators.*

Henlys Group plc - Bulletin 2

And any dispute arising under or in connection with these conditions or the sale of the Goods or the provision of Services shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the Law Society.
(Deleted)

David Cover and Son Ltd - Bulletin 3

This agreement shall be governed by and constructed in all respects in accordance with the laws of England and Wales and the parties submit to the jurisdiction of the Courts in England and Wales.

These terms and conditions are governed by English law and we both agree to submit to the non-exclusive jurisdiction of the English Courts.

Global Internet Ltd - Bulletin 5

☞ ***Exclusive jurisdiction clauses***

English law will apply to these Terms of Membership. The English courts will have exclusive jurisdiction in the case of any dispute.

Relevant United Kingdom law will apply to the Agreement and the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to the Agreement.

Funeral Plans Ltd - Bulletin 4

. . . this Agreement . . . shall be governed by the laws of England

This contract is governed by the laws of England where the property is located in England or Wales and by Scots law where the property is located in Scotland . . .

Amerada Hess Gas (Domestic) Ltd - Bulletin 5

Any dispute arising out of this agreement shall be subject to the jurisdiction of the High Court of Justice or the County Court local to Telco or the Central Office of the High Court of Justice at the option of Telco. . .

We will try and solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do this within the United Kingdom.

Motorola Telco (Motorola Ltd) - Bulletin 4

GROUP 18

Regulation 4 - Other terms

- ***Sub-group 18a - Allowing a supplier to impose undue financial burdens***

Advance payments. The Company shall reserve the right for whatever reason to require advance payments, stage payments or deposits before or during the work. *(Deleted)*

.0.0.0.0.0.1.A.A.A.Abbeyflow Ltd - Bulletin 2

STORAGE: Space at our warehouse is limited and goods cannot be stored there for longer than 10 days after you have been notified that they are ready for collection/delivery. Items not collected or delivered within that period may incur storage charges.

STORAGE: Space at our warehouse is limited and goods cannot be stored there for longer than 2 weeks after you have been notified that they are ready for collection/delivery. Items not collected or delivered within that period may be subject to storage charges of £5 per week.

The storage charge was considered acceptable because it was limited to a stated sum, was not a penalty, and equated to a charge applicable in comparable circumstances to the supplier - see term in group 2e.

Dreams Bed Superstores - Bulletin 4

S&PG may at its discretion either estimate the meter index reading (an 'estimated reading') or be prepared to accept a customer's own reading (a 'customer reading') for charging purposes

If information for charging purposes under this Agreement is not available we shall be entitled to make a reasonable estimate of charges and send you an estimated account.

Southern and Phillips Gas Ltd - Bulletin 4

. . . the College is allowed to charge students for cleaning services if they fail to keep their room up to the standard in which they found it on entry.

The college is allowed to charge students for cleaning services if they fail to keep their room up to the standard in which they found it on entry and such charge shall be the additional cost to the College incurred as a result of such failure.

Lewes Tertiary College - Bulletin 5

The reading shown on the meter shall be conclusive evidence of the volume of gas consumed under this Agreement.

The reading shown on the meter or meters shall be prima facie evidence of the volume of gas unless that meter is found to be registering erroneously to a degree exceeding that permitted by the regulations.

Amerada Hess Gas (Domestic) Ltd - Bulletin 5

Before entering into this contract and/or at any time thereafter, we may ask you for a deposit to hold as security. We will return it to you less any amounts you owe us when this contract terminates or before that if we wish.

Before entering into this contract and/or at any time thereafter, we may ask for a reasonable deposit to hold as security against the subsequent payment of our charges.

Eurobell (Sussex) Ltd - Bulletin 5

● ***Sub-group 18b - Transferring unfair risks (eg: via indemnities) to consumers***

If the Goods are appropriated to the Purchaser but kept on the Sellers premises at the Purchasers request the Seller shall have no responsibility in respect of the safety of the Goods thereafter and accordingly the Purchaser should insure the Goods thereafter against such risk (if any) as the Purchaser thinks appropriate. *(Deleted)*

Time Computer Systems - Bulletin 2

Damage to Equipment. The Customer will accept responsibility for any damage that might be caused to Jetting machine(s) should the Work require them to operate away from a normal Tarmac or hard-surfaced road. The Customer will also be responsible for equipment lost or damaged due to fractured pipes, drains or conduits. *(Deleted)*

.0.0.0.0.0.1.A.A.A.Abbeyflow Ltd - Bulletin 2

Where the unloading of Goods is for any reason delayed the Customer shall indemnify the Company in respect of any loss or damage which it may sustain in consequence thereof. *(Deleted)*

Neville Johnson Offices Ltd - Bulletin 2

. . . the customer will indemnify RMCL against any liability (including for negligence) no matter when or how arising out of any claim by any third party against RMCL or the Customer together with all legal costs relating to any such claim except insofar as the claim relates to direct physical damage to or loss of property resulting from the negligence of RMCL. *(Deleted)*

Residential Monitoring Co Ltd - Bulletin 4

The client shall be liable for any loss or damage to the hotel's property including walls, light fittings and equipment (including items hired for the client's use) or injury to persons including the Hotel's staff and shall indemnify the Hotel against any other loss or liability (other than the hotel's liability in (i) above) arising from the function.

The client shall be liable for any loss or damage to the Hotel's property including walls, light fittings and equipment (including items hired for the clients use) where such loss or damage has been caused by an intentional, reckless or grossly negligent act of the client or a member of his party.

Brownsea Haven Properties Ltd, trading as FJB Hotels - Bulletin 5

● ***Sub-group 18c - Onerous enforcement clauses***

Until the Customer has paid in full for the goods, the Company will be able, at any time, to demand the return of the goods by the Customer. If the Customer fails to return the goods, the Company will be able to enter the Customer's premises or any other persons' premises where the goods are kept and repossess the goods. *(Deleted)*

It is clearly understood and agreed between the parties that the goods will not become fixtures of any property where they are situated. *(Deleted)*

Moben Kitchens, a division of MKD Holdings Ltd - Bulletin 1

Where the Carrier is unable to deliver a Consignment and the Consignment is not claimed by the customer or its agent within 28 days of notice of such non-delivery served on the Customer the Carrier shall have the right to sell the undelivered Consignment as if the Carrier were the absolute owner and to pass unencumbered title to the Purchaser.

If we cannot deliver your goods we will contact you for instructions. If you do not give us instructions, we will give you 30 days' written notice that we intend to sell all or some of your goods to recover any money you owe us. If the proceeds from the sale are greater than the amount you owe us (if any) we will pay you the excess amount after taking off the cost of selling the goods.

Payment or tender of the proceeds of sale to the Customer after the deduction of all the Carrier's reasonable charges and expenses and all outstanding charges in relation to the carriage shall discharge the Carrier from all liability in respect of the carriage and storage of the Consignment.

TNT Express (UK) Ltd, trading as TNT Supamail - Bulletin 4

Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been re-sold) the Seller shall be entitled at any time to require the Customer to deliver up the Goods to the Seller and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are installed and repossess the Goods. *(Deleted)*

Westminster Windows - Bulletin 4

The Seller shall have no liability . . . under the Contract unless the Purchaser shall have complied with the terms of payment agreed with him and all other terms binding on him . . . *(Deleted)*

Caledonia Motor Group Ltd - Bulletin 4

The Insurers may at the time after loss or damage take and keep possession of the property affected and deal with the salvage and if the Insured or anyone acting on the Insured's shall obstruct or prevent the Insurers from so doing all benefit under this Insurance shall be forfeited.

In the event of an insured item being lost or damaged beyond repair, upon settlement of claim, ownership of the item transfers to the insurers who may dispose of it as they see fit.

Pickfords Ltd, removals insurance managed by Willis Corroon Cargo Ltd - Bulletin 5

The Company may at any time, without prior notice to the Customer, repossess and resell the Goods and any other Goods supplied under any other contract if any of the events specified in Clause 10c below occurs. For the purpose of exercising its rights under this sub-paragraph the Company, its employees and agents together with all vehicles and plant considered by the company to be necessary shall be entitled at

any time without prior notice to the Customers to free and unrestricted entry upon the Customers premises and/or other locations where the goods are situated. *(Deleted)*

Heatseal (Leicester) Ltd - Bulletin 5

Upon receipt of Notice that the goods are ready for installation by the company the customers shall afford access to the premises forthwith. *(Deleted)*

Coastline Windows Ltd - Bulletin 5

Until such time as the property in the vehicle passes to the Buyer, the Seller shall be entitled at any time to require the Buyer to deliver up the vehicle and if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the vehicle is stored to repossess it.

Until such time as the property in the vehicle passes to the Buyer, the Seller shall be entitled at any time to require the Buyer to deliver up the vehicle.

T C Harrison Group Ltd - Bulletin 5

● ***Sub-clause 18d - Excluding consumers' right to assign***

This guarantee shall not be assigned to any other person, firm or company without the prior written consent of EYG.

The guarantee contained in these Conditions of Sale is assignable.

However EYG will not accept any liability under such guarantee unless the person seeking to rely on it is the original Purchaser or can produce a letter or chain of letters from the original Purchaser and subsequent Purchasers (where appropriate) transferring the benefit of the guarantee to the new owner of the property in question. EYG will be happy to supply a suggested specimen letter in this regard where requested to do so.

East Yorkshire Aluminium and Glass Ltd, trading as EYG - Bulletin 4

This agreement is not transferrable to new owner(s) of the Premises or of the system nor will any refund be made should any change of ownership occur.

Subject to the System being in serviceable condition and any incurred transfer charges being paid the Company will agree to the Customer assigning this Contract to a new user of the System.

Certes Security Ltd - Bulletin 5

You cannot transfer your RAC Membership.

You can transfer your membership to another person within your current membership year.

RAC Motoring Services Ltd - Bulletin 5

● ***Sub-group 18e - Consumer declarations as to contractual circumstances***

In the case of purchasing a used vehicle I/we certify that before signing the document my/our attention has been drawn to the age of the vehicle and the fact that any defects may be present. In addition I/we understand that it is a Term of Contract that I/we should examine the vehicle before signing the order form to satisfy myself/ourselves as to its condition. *(Deleted)*

I have read, understood and agreed the terms and conditions on the reverse of the form and in particular my attention has been drawn to and I have read and to the extent applicable, agree the provisions of clause 6, 10 and 11. *(Deleted)*

I have been informed and I understand and agree that the mileage recorded on the odometer must be considered incorrect. I confirm that I read and understood a similarly worded disclaimer as that above which was fixed to the odometer when I viewed the vehicle. I agree that no oral representation whatsoever was made in respect of the accuracy of the recorded mileage. *(Deleted)*

Caledonia Motor Group - Bulletin 4

USED VEHICLE SALES CERTIFICATE

I have been advised that the mileage recorded on the Odometer must be considered incorrect. A similarly worded disclaimer of the mileage, to that above, was affixed to the odometer when I viewed the vehicle. No oral representation whatsoever was made in respect of the accuracy of the recorded mileage, the vehicle condition or its fitness for any particular purpose.

CUSTOMER CERTIFICATE

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Have you been shown the vehicle and controls? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Has anything been said or shown to you to suggest the mileage may be considered correct? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Was there a sticker adjacent to the mileage recorder to indicate the recorded mileage must be considered incorrect/disregarded | <input type="checkbox"/> | <input type="checkbox"/> |

Fleetwood Holdings - Bulletin 4

THE Member HEREBY DECLARES that he/she . . . has read and understood the clauses contained in this contract and has not relied upon any representations whether written or oral made by the Company or by anyone on its behalf. *(Deleted)*

Intrim Fitness Centre - Bulletin 4

I agree to the terms and conditions of sale as defined.

You should read the terms and conditions overleaf before signing.

Kitchen Magic Ltd - Bulletin 4

I the buyer declare I have read and understood this contract and have had the opportunity of a thorough examination of the vehicle before purchase of my own free will without any harassment from the seller. *(Deleted)*

Sarn Investments Ltd, trading as Car World - Bulletin 5

I/we have read the Conditions of Sale overleaf and agree to be bound by them.

Before signing this order, the customers should carefully read the terms and conditions set out on the other side of this agreement. Further, by signing this agreement, the customer is liable to be regarded as understanding these terms and that they have had the opportunity to raise any concerns about them with the Company before signing.

Everseal Double Glazing Ltd - Bulletin 5

● ***Sub-group 18f - Excluding consumers' non-contractual rights***

☞ ***Clauses excluding data protection rights***

The Renter acknowledges that person-related data in this Agreement will be automated, processed and expressly agrees that such data can be communicated to third parties especially for credit protection purposes.

You consent to the computer storage and processing of your personal data by us in connection with this agreement and to the transmission of this data among the Hertz group of companies and its business partners for the purposes of our legitimate interests including statistical analysis, marketing of our services and credit control. If you breach this agreement your personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures.

Hertz Rent-a-Car Ltd - Bulletin 5

☞ ***Clauses excluding rights relating to doorstep selling***

This agreement was made after the Customer expressly requested a visit to the Customers home by a representative of the Company.

The customer has a right to cancel this contract and this right can be exercised by sending or taking a written notice of cancellation to Catch Monitored Security, 13 Mandale Road, Thornaby, TS17 6AD within the period of 7 days following the making of this contract.

Catch Monitored Security - Bulletin 5

GROUP 19

Regulation 6 - Plain and intelligible language

- *Sub-group 19a - General*

[The revised terms replace the original conditions of sale which contained a set of standard commercial terms, comprising more than 60 paragraphs of small print including much legal jargon and numerous technicalities, as well as 13 exclusion clauses.]

IMPORTANT NOTICE TO OUR PRIVATE (ie NOT TRADE) CUSTOMERS

The CONDITIONS OF SALE below this Notice do NOT apply to your purchase of tiles. Our contract with you is subject to the terms of this IMPORTANT NOTICE.

It is unavoidable with the production of tiles that discrepancies in colour, or size, or design or quality can occur within a box or in a batch.

So please inspect your tiles as soon as possible. If you are in any way dissatisfied we GUARANTEE to replace them or refund your money PROVIDED no attempt has been made to fix the tiles AND PROVIDED you return them to us in a saleable condition within 21 days of purchase.

The above GUARANTEE does not affect your statutory rights.

Hampshire Tile Warehouse Ltd - Bulletin 4

***Limitation of Liability** Except for death or personal injury caused by our negligent acts or omissions we shall only be liable for any loss or damage which is a reasonably foreseeable consequence of a breach of this Agreement. In the event that you are using the Supply Address in part for commercial purposes then no liability for loss of profits or other economic loss arising out of a breach of this agreement can be accepted.*

Southern and Phillips Gas Ltd - Bulletin 4

[The revised term replaced three pages of clauses and sub-clauses which included a number of cross-references and references to statutes.]

If any loss destruction or damage covered by this Memorandum of Insurance is also covered in all or part by any other Policy or Indemnity, this Policy shall not be called upon in contribution except in respect of any excess over the sum recoverable under such policy or indemnity, the existence of which shall be disclosed as a pre-condition to any payment for settlement under this Policy. *(Deleted)*.

While this could be regarded as a core term, it was considered not to be exempt from the test of fairness since it was not in plain and intelligible language.

Pickfords Ltd, removals insurance managed by Willis Corroon Cargo Ltd - Bulletin 5

Failure of the substrate to which our products are applied will nullify our guarantees. *(Deleted)*

Homestyle (UK) Northern Ltd - Bulletin 5

● ***Sub-group 19b - Specific revisions***

The purpose of this sub-section is to illustrate possible alternatives to commonly used legal jargon. Not all the original terms printed have necessarily have been challenged under the Regulations as unintelligible - the point is rather that in all cases the revisions printed to the right of them are considered to represent a worthwhile improvement.

Some terms also appear elsewhere in the list, in order to illustrate other aspects of the test of fairness.

☞ ***Opening clauses***

On payment of the fees and acceptance of the application to become a Customer, the Company shall provide and grant to the Customer a non-exclusive non-assignable non-transferable licence to use the Services, and in the case of on-going Services will do so until the Customers service period expires or is terminated.

... By completing your order form or electronic registration you will be deemed to have agreed to these terms and conditions.

Global Internet Ltd - Bulletin 5

Hertz Rent A Car (hereinafter called “Hertz”) rents the vehicle specified in the space provided in this Rental Agreement (including any replacement vehicle) (hereinafter called “ the vehicle”) to the Renter (being the person so specified in the space provided in this Rental Agreement and hereinafter called “the Renter”) for the period of time agreed between Hertz and the Renter at the commencement of this rental as stated on the front page hereof and any extension thereof as hereinafter provided (hereinafter called “the Rental Period) subject to the terms and conditions contained in the Rental Agreement (hereinafter called “the Agreement”) as set out both on the front page hereof and below and to the terms , conditions, charges and excesses for the time being contained in Hertz’s current Rental Tariff (hereinafter called “ the current tariff”) and who by his signature on the front page hereof accepts and agrees to be bound by and is deemed to have formally accepted and to be bound by such terms and conditions.

Hertz (UK) Limited rents the vehicle (including any replacement vehicle) to you subject to the terms and conditions on the front page and these pages, and you agree to them and confirm that you will strictly comply with them . . .

Hertz Rent-a-Car Ltd - Bulletin 5

🔗 *Assignment clauses*

This Agreement and the benefits and advantages herein contained are personal to the Member and shall not be sold, assigned or transferred by the Member

Membership is not transferable

Intrim Fitness Centre - Bulletin 4

☞ ***'Force majeure' clauses***

Force Majeure. Time shall not by the essence of the Contract and the Company shall not be liable of any delay in installation in the event of any strike, lock out, trade dispute, accident, fire, flood or any natural disaster or act of God or any contingency whatsoever beyond the reasonable control of the Company affecting the supply or installation of the Contract overleaf. Such suspension or cancellation shall not constitute a breach of Contract by the Company, nor will the purchaser be liable to claim for any loss or damage howsoever arising as a result of these circumstances.

The Company will manufacture and install the items within a reasonable time.

**Windows and Conservatories (North East) Ltd, trading as North East Windows Systems -
Bulletin 4**

☞ ***Indemnity clauses***

The Advertiser shall indemnify the Publisher in respect of any claim, cost or expenses resulting from libellous or malicious matter or untrue statement in any advertisement published for the Advertiser or from any infringement of copyright, patent or design therein.

. . . the Customer shall be responsible for any losses, expenses or other costs incurred by Auto Trader which are caused by an untrue statement made deliberately by the Customer.

Auto Trader Joint Holdings - Bulletin 4

Maples will indemnify the Customer in respect of any direct damage to property caused by the negligence of Maples or the negligence or wilful default of its servants or agents.

We will pay for any damage caused by our employees.

Maples Stores plc - Bulletin 3

☞ ***Jurisdiction clauses***

Any dispute arising out of this agreement shall be subject to the jurisdiction of the High Court of Justice or the County Court local to Telco or the Central Office of the High Court of Justice at the option of Telco.

We will try and solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do so within the United Kingdom.

Motorola Telco (Motorola Ltd) - Bulletin 4

☞ ***Liability clauses***

Telco will accept liability without limitation for death or personal injury resulting from the negligence of Telco.

Telco will accept liability for direct physical damage to tangible property of the Subscriber to the extent it is caused by the negligence of Telco, subject to the exclusions set out in 10(a) below.

We will accept all liability if something we do causes death or injury.

We will also accept all liability for damage to your property if the cause is our fault.

Motorola Telco (Motorola Ltd) - Bulletin 4

☞ ***Lien***

The Carrier shall have a general lien on any Consignment for its charges for the carriage or storage of that or any other Consignment for the Customer or for any other monies due from the Customer to the Carrier.

We may keep hold of all or some of your goods until you have paid all the charges you owe us, even if the unpaid charges do not relate to those goods . . .

This clause does not apply to a private consumer.

TNT Express (UK) Ltd, trading as TNT Supamail - Bulletin 4

☞ ***Satisfactory quality***

Materials and goods supplied under this contract should be of merchantable quality and fit for their normal purpose.

Materials and Goods supplied under this Contract will be of satisfactory quality and fit for their normal purpose.

Coldstream Construction - Bulletin 4

☞ **Notification**

. . . the Customer shall . . . give Maples written notice of such loss or damage with reasonable particulars thereof . . .

. . . *You must tell us about any fault or damage*
. . .

Maples Stores plc - Bulletin 3

☞ **Passing of risk**

Subject to any agreement in writing by Maples the risk in Goods which Maples agrees to supply shall pass to the Customer on the Goods being off-loaded at the delivery destination or the date (if earlier) on which the Goods being ready for delivery, delivery is postponed at the Customer's request.

As soon as we have delivered the goods or services, you will be responsible for them. If you delay a delivery, our responsibility for everything other than damage due to our negligence will end on the date we agree to deliver them, as set out in the contract.

Maples Stores plc - Bulletin 3

☞ **Power of sale**

Where (etc) . . . the Carrier shall have the right to sell the undelivered Consignment as if the Carrier were the absolute owner and to pass unencumbered title to the Purchaser.

If (etc) . . . we will . . . sell all or some of your goods to recover any money you owe us.

Payment or tender of the proceeds of sale to the Customer after the deduction of all the Carrier's reasonable charges and expenses and all outstanding charges in relation to the carriage shall discharge the Carrier from all liability in respect of the carriage and storage.

If the proceeds from the sale are greater than the amount you owe us (if any) we will pay you the excess amount after taking off the cost of selling the goods.

TNT Express (UK) Ltd, trading as TNT Supamail - Bulletin 4

Statutory references

STATUTORY RIGHTS These conditions do not take away any protection a student may have under any consumer legislation.

Nothing in these terms and conditions will reduce the students statutory rights relating to [faulty and] misdescribed goods or services provided. If you have any doubts about your statutory rights please contact your local Trading Standards Department or Citizen's Advice Bureau.

Teaching Driving Ltd - Bulletin 4

The Insurers shall not be liable for claims directly or indirectly arising from:
financial circumstances or employment other than redundancy (where the Insured Person qualifies for payment under the Redundancy Payments Legislation)

*The Insurers shall not be liable for claims directly or indirectly arising from:
your financial circumstances or employment other than redundancy (if you qualify for payment under the Redundancy Payment legislation, that is, you are under 65 and have 2 years' continuous employment).*

Bishopsgate Insurance Ltd - Bulletin 5

Termination

This agreement . . . shall subject to Clauses 7 and 8, continue for a minimum term of 15 months inclusive of the 90 day notice period referred to in Clause 8(c).

The minimum term of this agreement is 12 months.

On expiration of the relevant minimum term . . . either party may terminate this agreement by giving to the other 90 days written notice of such intention to terminate.

The notice period for ending the agreement is 1 month and you can give us notice after 11 months.

Motorola Telco (Motorola Ltd) - Bulletin 4

☞ ***Time of the essence***

If any payment shall be more than one month in arrear the Company shall have the right to withhold further deliveries of constituent components of the Chubb System and to withdraw immediately the service provided for the System. Time for payment shall be of the essence of this Agreement. Written notice of withdrawal of the service will be given to the Customer.

If you are more than a month behind with your payments to us we can withdraw the service (including emergency service) or monitoring we provide to your Chubb system at any time. We will give you 7 days written notice before we do this.

Chubb Alarms Ltd - Bulletin 4

☞ ***Title***

Title to . . . property in the goods shall remain vested in the Company (notwithstanding the delivery of the same and the passing of the . . . thereon to the Customer) until the price of the Goods comprised in the contract and all other money due from the Customer to the Company on any other account has been paid in full.

We shall retain ownership of the goods until you have finished paying for them.

Heatseal (Leicester) Ltd - Bulletin 5

☞ ***Waiver***

Any concession, latitude or **waiver** allowed by the Company at any time shall be **without prejudice** to their strict and full rights under this Contract, and shall not prevent the Company subsequently exercising such rights.

Any concession or latitude allowed by the Company to the Customer at any time shall not affect the Company's rights under the terms of this Contract or release the Customer from liability in respect of such terms.

Casewell Ltd, trading as Homecare Windows - Bulletin 4