

Historic Annex A to unfair contract terms guidance

Introductory note: the status of this annex

1. This is a historic document, published by the OFT as an annex to its guidance on unfair contract terms dated September 2008 in the light of its work enforcing the UTCCRs in the years before that date.¹ It lists a selection of actual terms, as used by businesses at that time, which the OFT challenged as potentially unfair, and which were either deleted or amended in response to the OFT's action. The historic nature of the material means that it necessarily reflects the views of the OFT, not of the CMA.
2. The listing is based on, and illustrates the effect of, the Grey List as it appeared in Schedule 2 to the UTCCRs. It is important to stress that there was at no stage any finding in law as to fairness or otherwise of any of the terms listed, only an administrative decision by the OFT that the original term appeared to raise concerns as to fairness, and subsequently, in the light of the action taken by the business, that no further enforcement action was warranted at that time.
3. The annex was published in order to provide practical illustrative guidance as to the ways in which, in the view of the OFT, fairness issues arising under the UTCCRs could in principle be addressed. It was not intended to be, and indeed could not legally have served as, an authoritative list of terms that were banned or recommended for use. In particular, the revised terms in the listing were not published as having been 'cleared' as fair in all cases. The context-sensitive nature of the fairness test meant (and continues to mean) that wording to which there was no objection in one contract might be unacceptable in another.
4. It is now republished as an annex to the CMA's guidance because it is considered similarly capable of illustrating the potential practical impact of the fairness provisions of the Act (particularly its Grey List) which remain wholly or substantially the same as those of the UTCCRs.² However, in order to be useful in relation to the Act, it must be read in conjunction with and subject to [the main text of the CMA's guidance](#). It cannot be treated a free-standing

¹ See part 1 of the main text of the CMA's guidance, particularly paragraphs 1.1–1.2 and 1.46–1.48.

² See paragraph 1.46 of the main text where it is explained that the fairness and transparency provisions of the Act are wider in scope than those of the UTCCRs.

source of information about the Act, or the CMA's views on the interpretation and application of the Act.

5. The annex has been republished, not replaced by a new version, for reasons explained in the main text of the guidance. As set out in part 1, paragraph 1.44, the more selective and targeted approach to unfair contract term enforcement taken by the OFT after 2008, and subsequently by the CMA, has not been such as to generate suitable new illustrative material. Also, as mentioned in part 5 of the guidance, the Act has introduced three new terms into the Grey List, in relation to which there has not yet been scope to take any enforcement action.
6. Each term printed below reflects the OFT's assessment of what a court would have been likely to have considered unfair or fair in the particular contract under consideration, and under the law prevailing at the time. The fairness provisions in Part 2 of the Act (including particularly the Grey List apart from the three additions mentioned above) are for practical purposes largely unchanged, and the OFT's view on their application, as that of the lead UK enforcer in relation to unfair terms up to 2014, is considered to retain substantial illustrative value. However, it cannot and must not be assumed that the CMA's view as regards particular wording would necessarily be the same as that of the OFT in any particular future case. The facts of the individual cases differ and, while the substance of the main fairness provisions has remained the same, further guidance has been provided by the courts since 2008, and there have been additions to the overall framework of the law governing consumer contracts, particularly the CCRs (see part 6 of the main text, under 'other relevant law').
7. Although the annex has not been updated, rewritten or restructured, even in part, some material has been removed on the basis that it would have been clearly misleading to leave it in. For instance, some revised terms reflected applicable statutory cooling off periods which have been changed by the CCRs. Nonetheless, it remains very much the case that the examples of terms presented necessarily reflect the legal context of the time, before September 2008, and the policy views and administrative priorities of the OFT.
8. As stated in the main text of the guidance – to which reference should always be made in connection with use of this annex – two points need to be particularly stressed:
 - The revised terms should not be seen as having been 'cleared' for general use by either the CMA (or the OFT). Whether a term is fair has to be assessed, as described in part 2 of the main text of the guidance, having

regard to all the other terms of the particular contract in which it appears and to all the circumstances existing when it was agreed.

- The OFT's views as reflected here do not fetter the freedom of the CMA and other enforcement authorities to take action in the interests of consumers.

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Annex A: Examples of Fair and Unfair Terms

- A1. This annex comprises examples of standard terms actually used by businesses in consumer contracts. It is not a list of terms that will always be found fair or unfair (see below), but it is intended to illustrate, in a practical way, how the OFT interprets the Unfair Terms in Consumer Contracts Regulations, and so help businesses to ensure their terms are fair and enforceable. The examples have been selected from cases where OFT took action under the Regulations. They include:
- terms which the OFT successfully challenged as unfair under the Regulations, and
 - revised terms that businesses undertook to substitute – if any.
- A2. Examples of fair and unfair terms were published in OFT bulletins until February 2005 and can be found at www.of.gov.uk/.

Organisation of the list

- A3. This annexe is arranged on the basis of 19 main headings. The first 17 groups of terms correspond to the 17 types of unfairness listed in Schedule 2 to the Regulations. Group 18 consists of a number of terms that are unfair in ways comparable to, but not directly covered by, Schedule 2. Group 19 illustrates how the plain language requirement in Regulation 7 applies.
- A4. Some of the 19 main groups of terms are subdivided. For instance, Group 2, which relates to paragraph 1(b) of Schedule, is broken down into eight subgroups – 2(a) to 2(h). This reflects the fact that exemption and limitation clauses come in many different forms. Group 18 similarly has several subgroups. Some other subsidiary headings are used purely for editorial purposes, and are not numbered.

Status of the terms listed

- A5. This annexe illustrates the [OFT's] view derived from enforcing the Regulations of contractual drafting that is, and is not, likely to fall foul of the Regulations. But the terms quoted in it are not included as being necessarily fair or unfair in all cases. This reflects the indicative nature of Schedule 2, which has been described as a grey rather than a black list. Only the courts can give a final ruling on what is definitely fair and unfair in any circumstances.

- A6. In particular, the revised terms listed in this annexe are not recommended as being definitely fair. The OFT cannot 'clear' terms for the purposes of the Regulations. The terms included were all considered, on the evidence available at the time, to be sufficiently improved to require no further action. None of the revised terms is considered to breach the plain and intelligible language requirement, but (except for examples in Group 19) they are not to be regarded as necessarily illustrating best practice in terms of clarity of usage.
- A7. Though it rarely happens in practice, a term shown as having been revised could in principle be found unfair. New complaints and other evidence can and do shed new light on the potential for unfairness of terms which formerly seemed acceptable. The assessment of 'fairness', for the purposes of the Regulations, requires consideration of all the circumstances of each individual case, and of the effect of other terms in the contract – Regulation 6(1). A form of words which is considered acceptable in one agreement is not necessarily fair in another.
- A8. Also, as noted in Part I, the OFT is not the sole authority with powers to enforce the Regulations. Measures are in place aimed at ensuring co-ordination and consistency of view as between enforcement bodies. But the Qualifying Bodies are legally entitled to form their own views on what is fair and unfair, and to take action accordingly.

Editing of the terms listed

- A9. The listing of terms is highly selective. The OFT keeps a record of the wording of all terms successfully challenged, and also of revised terms introduced after challenge, but the number now runs into thousands and it would be wholly impractical to publish them all in printed form. For a summary account of all the terms challenged and revised under the Regulations, please see the case reports in the OFT's Unfair contract terms bulletins.
- A10. The text of terms included has also been edited in order to help readers see more easily what the OFT considers to be fair or unfair. In particular, unnecessary wording is frequently omitted. Terms challenged by the OFT commonly contain redundant verbiage, as would be expected, since unclarity often causes or contributes to contractual unfairness. Or wording may be left out because what the supplier printed as a single term in fact deals with several issues, of which only one is relevant to any particular aspect of fairness. Where there are omissions within the text of a term quoted in this annexe, the usual symbol for ellipsis ('...') is used.

- A11. Because a single term may consist of different elements that are unfair in different ways, parts of the same term may be found quoted in different places in the listing. Conversely, wording that covers a single issue for the purposes of the Regulations may be, for the supplier's own reasons, broken up into different clauses or sub-clauses. In these cases, extracts from different parts of a contract may be quoted alongside one another in the listing.
- A12. Finally, the terms have also been edited to correct spelling and grammar to improve readability. In a few cases where a point might otherwise be missed, bold print is used to highlight significant wording.

Group 1: Excluding or restricting liability for death or personal injury

Schedule 2, paragraph 1, states that terms may be unfair if they have the object or effect of:

- (a) excluding or limiting the legal liability of a seller or supplier in the event of the death of the consumer or personal injury to the latter resulting from the act or omission of that seller or supplier.

Original term

All Star Soccer Schools ... 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.

Action taken

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

Original term

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.

Action taken

New term: 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.

Original term

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.

Action taken

New term: 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.

Original term

Throughout the course of treatment ... I will report any problems encountered to the clinic and make myself readily available to undergo such medical examination as shall be deemed necessary from the Physician. In the event of my failure to do this I shall fully and completely absolve the Physician and LST Clinic from all liability whatsoever.

Action taken

Term deleted.

Excessively broad general exclusions

Original term

This car wash is used entirely at owner's risk.

Action taken

Term deleted.

Original term

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

Action taken

Term deleted.

Original term

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.

Action taken

Term deleted.

Original term

Neither we nor our servants or agents will be under any liability in respect of defects in goods delivered or for any injury, damage or loss resulting from such defects, whatsoever and however caused and whether such injury, loss or damage be by direct or consequential means and notwithstanding that the same may be due to the negligence act or omission of ourselves, our servants or agents, and our liability under this clause shall be in lieu of any warranty or conditions implied by law as to the quality or fitness for any particular purpose of such goods.

Action taken

Term deleted.

Original term

SH Cottages ... act as agents for the cottage owners. The contract being between the owner and the guest, SH Cottages can never be held responsible for the actions of either parties or any consequences resulting there from.

Action taken

Term deleted.

Original term

Hot Air Balloon Adventures will not be responsible for injuries or consequences for passengers who are pregnant or have any physical or mental infirmity.

Action taken

New term: We are not qualified to express an opinion confirming that you are fit to fly and you must ensure that you are fit to fly. You must not fly if you are suffering from any serious medical condition, or have recently undergone surgery unless you have a certificate of your fitness to fly from your doctor. You must not fly if you are pregnant or under the influence of alcohol or drugs.

Group 2: Excluding or restricting liability for breaches of contract

Schedule 2, paragraph 1, states that terms may be unfair if they have the object or effect of:

- (b) inappropriately excluding or limiting the legal rights of the consumer vis-à-vis the seller or supplier or another party in the event of total or partial non-performance ... by the seller or supplier of any of the contractual obligations ...

Group 2(a): Exclusion of liability for faulty or misdescribed goods

Original term

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.

Action taken

Term deleted.

Original term

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.

Action taken

Term deleted.

Original term

All conditions and warranties whatsoever (whether expressed or implied and whether arising at common law or statute) ... are hereby excluded to the extent permitted by law.

Action taken

Term deleted.

Original term

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

Action taken

New term: 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.

Original term

Returns will not be accepted unless accompanied by:
The Invoice, Full and complete packaging inc Disks, Manuals etc.

ON ALL PRODUCTS – NO MANUAL– NO RETURN

Action taken

Term deleted.

Original term

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

Action taken

New term: 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.

Original term

No product of the company shall be deemed to fulfil any particular purpose or duty unless specified in writing on estimate.

Action taken

Term deleted.

Original term

Whilst every effort is made to ensure that your carpet is in perfect condition, no complaints can be accepted after the carpet has been cut into ... you cut it, you own it.

Action taken

Term deleted.

Clauses dealing with 'sale' goods

Original term

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.

Action taken

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

Original term

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.

Action taken

New term: 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.

Original term

Goods ... which for any reason whatsoever are sold at less the manufacturer's recommended list price ... shall be delivered to the purchaser in the condition as seen and approved by the Purchaser and without any ... condition or warranty ... implied by statute, common law or otherwise.

Action taken

Term deleted.

Clauses requiring consumers to examine goods

Original term

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.

Action taken

Term deleted.

Original term

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.

Action taken

Term deleted.

Original term

Your signature constitutes acceptance that all merchandise and indicates 100 per cent satisfaction as per order.

Action taken

Term deleted.

'Passing of risk' clauses

Original term

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.

Action taken

Term deleted.

Original term

You shall be responsible for any loss or damage to the equipment however caused ... except by fair wear and tear.

Action taken

New term: You are responsible for any loss or damage to the equipment except if such loss or damage is: (i) caused by us or our employees, (ii) due to a manufacturing design or design fault, or (iii) due to fair wear and tear.

Group 2(b): Exclusion of liability for poor service

Original term

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.

Action taken

New term: The Customer ... accepts that the installation may cause damage to decorations ... 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).

Original term

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.

Action taken

New term: 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.

Original term

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.

Action taken

Term deleted.

Original term

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.

Action taken

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

Original term

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.

Action taken

New term: 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.

Original term

On acceptance of the work by the client whether by signing a satisfaction form or by using the work and/or materials or by approval in any way he will be stopped from claiming that such material and/or work were unsuitable at the time of acceptance unless prior to or at the time of such acceptance he gave written notice specifying the unsuitable nature of the materials or work.

Action taken

Term deleted.

Original term

Where British Gas Services needs to connect new equipment to your existing central heating system it shall not be liable for any breakdown or poor performance of or damage caused to your existing system as a result of faulty pipework or some other defect or malfunction of your central heating system.

Action taken

New term: Where we need to connect new equipment to your existing central heating, we will not accept liability for the cost of repairing or replacing parts of your existing system which occurs due to faults in that system unless we have been negligent in not realising that such damage may occur or in the way we did the work.

Clauses transferring responsibility to consumers

Original term

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.

Action taken

Term deleted.

Original term

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

Action taken

New term: 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.

Clauses covering gratuitous ancillary services

Original term

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.

Action taken

Term deleted.

Original term

The hirer is responsible for the loading/unloading of equipment and goods and assistance given by HSS is at the hirer's risk.

Action taken

Term deleted.

Original term

If any of our staff does this kind of work for you without our written agreement we will not be liable for any loss or damage.

Action taken

New term: Our staff are not authorised or qualified to carry out such work. We recommend that a proper qualified person is separately employed by you to carry out these services.

Group 2(c): Limitations of liability

Original term

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.

Action taken

Term deleted.

Original term

In respect of any direct damage to property caused by the negligence of Maples or the negligence or willful default of its servants or agent Maples' liability hereunder shall not exceed £1,000.

Action taken

New term: We will pay for any damage caused by our employees.

Original term

Claims are limited to the cost of the original component/s.

Action taken

Term deleted.

Original term

If we fail for any reason within our control to deliver you to your ticketed destination ... our liability shall be limited to the cost of providing a taxi to the ticketed destination.

Action taken

New term: If we fail for any reason within our control to deliver you to your ticketed destination ... any re-imbusement made by National Express of the costs of alternative means of transport incurred by the passenger ... shall be no more than the cost of getting to that destination by taxi.

Original term

We shall only be liable for damage to premises caused by our negligence and our liability will then be limited to a maximum of £200 unless Premises Damage Insurance has been arranged.

Action taken

New term: We will not be liable for any damage to premises ... as a result of moving goods under your express instruction, against our advice, and where to move the goods in a manner instructed will inevitably cause damage.

Original term

The contractor's liability if any for loss, damage and/or failure to produce, howsoever caused in respect of all goods entrusted to the contractor ... shall be subject to the following limitation: a sum calculated at the rate of £4.50 per cubic foot of the cubic capacity of the items lost or damaged.

Action taken

New term: In the event of our losing or damaging your goods, we will pay for the reasonable costs of the repair or replacement (less wear or tear) of the item if we have been negligent.

Original term

EUROPA COMPUTERS will accept liability for defective Goods only to the extent that EUROPA COMPUTERS is itself entitled to make a corresponding claim under the manufacturer's warranty.

Action taken

Term deleted.

Clauses requiring consumers to meet costs

Original term

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

Action taken

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

Original term

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.

Action taken

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

Original term

On faulty items we regret you must pay shipping back to Scan and Scan will pay for the shipping back to you.

Action taken

Term deleted.

Clauses excluding the right to monetary compensation

Original term

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.

Action taken

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

Original term

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 ...

Action taken

New term: 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.

Original term

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.

Action taken

New term: 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.

Original term

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.

Action taken

New term: Term disappplied to consumers

Original term

Refunds if applicable will be made by form of credit note redeemable against any future works.

Action taken

Term deleted.

Clauses excluding consequential loss

Original term

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.

Action taken

New term: 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.

Original term

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

Action taken

Term deleted.

Original term

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.

Action taken

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

- i. there is no breach of a legal duty of care owed to you 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, and
- iii. any increase in loss or damage resulting from breach by you of any term of this contract.

Original term

In no event shall Microsoft or its suppliers be liable for lost profits or indirect, consequential, incidental, special or punitive damages ... arising out of any breach or failure of Microsoft even if Microsoft or its suppliers have been advised of the possibility of such dangers ...

Action taken

New term: 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.

Original term

Nor shall Lessor be liable for any indirect or consequential loss or damage.

Action taken

New term: We are also responsible for losses you suffer as a result of us breaking this agreement if the losses are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time the vehicle is rented. We are not responsible for indirect losses which

happen as a side effect of the main loss or damage and which are not foreseeable by you and us ...

Group 2(d): Time limits on claims

Original term

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.

Action taken

Term deleted.

Original term

... the Customer shall ... give Maples written notice of such loss or damage with reasonable particulars thereof within 3 days of receipt of the Goods.

Action taken

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

Original term

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.

Action taken

Term deleted.

Original term

You are asked to notify any shortcomings or complaints to reception immediately, so that they can be remedied for you. No claim can be reconsidered for shortcomings not so notified.

Action taken

New term: You are asked to notify any shortcomings or complaints to reception immediately, so they can be remedied for you. Claims may be reduced or rejected if we have not been given an opportunity to put matters right.

Original term

Written notice of any defect in the goods when delivered shall be served upon the company within 7 days of delivery. The Customer shall be deemed to have accepted the goods 7 days after delivery.

Action taken

New term: The Customer is asked to examine the goods as soon as reasonably possible after delivery and notify the Company of any fault or damage as soon as reasonably possible.

Group 2(e): Terms excluding the right of set-off

Schedule 2, paragraph 1, states that terms may be unfair if they have the object or effect of:

- (c) inappropriately excluding or limiting the legal rights of the consumer ... including the option of offsetting a debt owed to the seller or supplier against any claim which the consumer may have against him.

Original term

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

Action taken

New term: 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 ...

Original term

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

Action taken

Term deleted.

Original term

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

Action taken

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

Original term

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 will investigate any alleged defect after payment in full ...

Action taken

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

Original term

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

Action taken

New term: 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.

Original term

If there is some minor defect in the work, Zenith expects you to rely on its assurance that it will be rectified in accordance with the terms of its guarantee. Your failure to pay the balance on substantial completion would be a breach of this agreement.

Action taken

New term: If you withhold more money than the value of any outstanding work or delay payment of our invoice then we will apply interest to the outstanding balance

...

Original term

In the event that any payment due ... is not made on the due date ... the subscriber hereby irrevocably authorises the company to request payment in respect of any sum due and owing ... from the credit card company indicated in this agreement.

Action taken

Term deleted.

Clauses subjecting set-off to penalty

Original term

DISCOUNT/SPECIALOFFERS – ... 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 ... then the terms of any discount or special offer will be automatically terminated and the buyer will become liable for the full price.

Action taken

Term deleted.

Original term

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.

Action taken

Term deleted.

Clauses requiring full payment in advance

Original term

Payment of the total price (less any deposit already paid) shall be made by the Customer to the Company on delivery of the Furniture.

Action taken

New term: Payment of the total price, less any deposit already paid, shall be made by the Customer to the Company after delivery of the Furniture and installation has been completed by the Company. The Customer shall not be entitled by reason of any alleged minor defect to withhold more than a proportionate amount of the sum due.

Original term

In the event that the customer cannot accept delivery of the goods within 14 days of the company receiving such goods, the company reserves the right to request payment in full ...

Action taken

New term: In the event that the customer cannot accept delivery of the goods within 14 days of the company receiving such goods, the company reserves the right to request payment of 60 per cent of the balance ...

Group 2(f): Exclusion of liability for delay

Original term

The Company will make all reasonable endeavours to start and complete the works by the dates given but will not accept liability for delays.

Action taken

New term: 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 will contact the Customer and agree an alternative date.⁴⁹

⁴⁹ An identical obligation was placed on the consumer.

Original term

Whilst the company may quote a delivery period ... 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 ... loss or liability incurred by the customer.

Action taken

New term: 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.

Original term

Crosville Wales Ltd ... 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 ...

Action taken

New term: ... 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.

Original term

Where a time schedule has been agreed in writing with the customer the contractor will meet expenses reasonably incurred by the customer up to but not exceeding the cost of the removal or £150 whichever shall be the lesser amount. Nevertheless the contractor shall not be liable for any such delay outside his control.

Action taken

New term: If we do not keep to an agreed written time schedule and any delay is within our reasonable control we will pay your reasonable expenses which arise as a result of our not keeping to the agreed time schedule.

Original term

Dates specified for the commencement and completion of the work are estimates only and time shall not be of the essence of the contract.

Action taken

New term: If we do not start or complete the work within 5 days of any date included in our estimate or quote you may nominate a date on which you want us to start the work or by which you want us to complete the work. If we have not started or completed the work by the date you have nominated you may cancel the agreement.

Original term

Times quoted are estimated times only and shall not be binding on the Company and the Company shall not accept any loss or liability whatsoever arising out of any failure to adhere to the times and dates quoted and nor shall any failure be deemed to be a breach of this contract.

Action taken

New term: The Company will (subject to the company's duty to take reasonable care) install the units as efficiently and as quickly as is possible ...

Group 2(g): Exclusion of liability for failure to perform contractual obligations

Original term

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

Action taken

Term deleted.

Original term

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.

Action taken

Term deleted.

Original term

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

a) The Service or part thereof may be suspended

... The Company may from time to time close down the whole or part of the network for routine repair or maintenance work ... The Company shall at its sole discretion decide when such action is necessary.

Action taken

New term: 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 ... and cannot guarantee the continued availability of any other person's site or address.

Original term

Purchase of this ticket signifies agreement to the following ... Right to admission is reserved.

Action taken

Term deleted.

Original term

We reserve the right to refuse to hand over a boat to any person who, in our opinion, is not suitable to take charge of it.

Action taken

New term: We reserve the right to refuse to hand over a boat to any person who, in our reasonable opinion, is not suitable to take a charge of it. Examples for which the company may consider a person not suitable are age, ill-health, disability, inexperience or suspected of being under the influence of alcohol or drugs.

Original term

The company ... reserves the right to make partial installations.

Action taken

Term deleted.

Original term

Connections does not guarantee a specific number of introductions at any one time as they can only be made when a suitable member becomes available.

Action taken

New term: If a member raises a concern or dissatisfaction ... on the number of persons referred ... Connections agrees to ... provide an explanation ... [and] if at least 24 referrals have not been made in ... the ... period covered by the membership fee [it] shall be extended until the minimum number of referrals has been achieved.

Original term

In the event of a dispute between 4 U and the subscriber over any of the terms of this contract ... [4 U reserves the right] wholly or in part to disconnect the subscriber's equipment from the system without compensation to the subscriber.

Action taken

Term deleted.

Group 2(h): Guarantees operating as exclusion clauses

Original term

All hardware sold by the Seller is guaranteed only to the extent of the original manufacturer's warranty.

Action taken

Term deleted.

Original term

All equipment materials and 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.

Action taken

Term deleted.

Original term

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

Action taken

Term deleted.

Original term

A [manufacturer's] guarantee for walls will be issued after completion of the work and all monies due to the company have been paid. The [manufacturer's] ... guarantee is issued in addition to and not in substitution for the customer's rights under common law.

Action taken

New term: A guarantee relating to the work will be issued after completion of the work and all monies due to the company have been paid. The [manufacturer's] ... guarantee is issued in addition to and not in substitution for the customer's statutory rights relating to faulty or misdescribed goods or services.

Original term

C Anderson and Sons offers a 12 month guarantee on all new parts fitted by this company and a 2 month guarantee on labour ... A maximum of three free return visits will be made only during our period of guarantee, if any problem still arises the customer will be referred to the manufacturers.

Action taken

Term deleted.

Group 3: Binding consumers while allowing the supplier to provide no service

Schedule 2, paragraph 1, states that terms may be unfair if they have the object or effect of:

- (c) making an agreement binding on the consumer whereas provision of services by the seller or supplier is subject to a condition whose realisation depends on his own will alone.

Original term

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 ...

Action taken

Term deleted.

Group 4: Retention of prepayments on consumer cancellation – paragraph 1(d) of Schedule 2

Schedule 2, paragraph 1, states that terms may be unfair if they have the object or effect of:

- (d) permitting the seller or supplier to retain sums paid by the consumer where the latter decides not to conclude or perform the contract, without providing for the consumer to receive compensation of an equivalent amount from the seller or supplier where the latter is the party cancelling the contract.

Original term

Please note that we cannot provide a Refund on paid course fees.

Action taken

Term deleted.

Original term

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.

Action taken

Term deleted.

Original term

Where a paid up Club Toyota member changes their vehicle for a non- eligible vehicle, Club Toyota membership will be rendered null and void without any rebate payable for the remainder of the period of membership.

Action taken

New term: Where a paid up Club Toyota member changes their vehicle for a non-eligible vehicle, Club Toyota membership will be rendered null and void. Club Toyota will refund a proportion of the subscription paid by the member... on a pro rata basis for the unexpired period of the membership subject at all times to Club Toyota retaining an amount of £15.00 for administrative expenses.

Original term

Please note that in the event of an unsatisfactory references or aborted transactions, there is no refund of the holding deposit.

Action taken

New term: If false information or references are submitted the company has the right to withhold reasonable costs incurred. In the event that the landlord withdraws the property from the transaction a full refund is given.

Group 5: Financial penalties

Schedule 2, paragraph 1, states that terms may be unfair if they have the object or effect of:

- (e) requiring any consumer who fails to fulfil his obligation to pay a disproportionately high sum in compensation.

Original term

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

Action taken

New term: This invoice must be produced upon collection of garments.

Original term

In the event of legal action ... for breach of payment, the customer shall be responsible for all costs and disbursements incurred by A&S on a full indemnity basis.

Action taken

New term: In the event of legal action ... for breach of payment, the customer shall be responsible for all costs allowable by the courts if an award is made in A&S's favour.

Late payment penalties

Original term

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

Action taken

Term deleted.

Original term

[The tenant] ... will pay the rent to the landlord at the times and in the manner specified and will pay interest at the rate of £5 per day if the rent is in arrears for more than 14 days.

Action taken

Term deleted.

Uncertain and discretionary penalties

Original term

The Company reserve the right to suspend provision of service for the duration of any non-payment period and the customer may be liable (at the Company's discretion) to pay a reconnection fee to the Company to recommence subscription services.

Action taken

Term deleted.

Original term

... 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.

Action taken

New term: 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.

Original term

If the Purchaser shall fail ... to perform any of his obligations ... the Purchaser shall become liable to the seller for the loss of profit upon this agreement, and such other losses as the Seller may have suffered. A written statement of the amount of such damages prepared and signed by or on behalf of the Seller shall be conclusive proof of such loss.

Action taken

Term deleted.

Original term

Customer alterations necessitating additional work and re-submission of proofs may be charged extra at [XYZ Photolabs] discretion. Equally additional work caused by omissions where ambiguity in the clients copy or instructions may also incur an additional charge.

Action taken

New term: Client alterations, other than alterations arising from mistakes on the part of XYZ, may give rise to an extra charge. Equally additional work caused by omissions or ambiguity in the client's copy or instructions may also incur an additional charge. In either such case any additional charge shall be such reasonable amount as reflects the additional work which XYZ has had to undertake.

Cancellation fees and penalties

Original term

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.

Action taken

Term deleted.

Original term

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

Action taken

Term deleted

Original term

The company may in its absolute discretion agree to the cancellation of the contract provided that the customer reimburses the company for all expenses actually incurred together with the anticipated gross profit had the contract been completed.

Action taken

Term deleted.

Original term

Without prejudice to its right to claim damages for breach of contract the company may in its sole discretion agree to the cancellation of an order which a purchaser has no right to cancel, upon payment to the company of all expenses incurred.

Action taken

New term: If the purchaser cancels this agreement otherwise than in accordance with these provisions, the seller may be entitled to claim damages in accordance with the general rules of English law.

Original term

If the purchaser terminates ... this contract before the completion of the installation then without prejudice to any other rights it may have the company shall be entitled to retain for its own benefit absolutely 25 per cent of the total cost of the transaction by way of liquidated charges.

Action taken

New term: The purchaser may cancel this agreement within 7 days following the making of this contract ... after the period referred to ... the purchaser must pay any reasonable losses and costs the company suffer because of the cancellation.

Disguised penalties

Original term

After ... termination of this agreement, the customer should pay on demand all charges outstanding at the time of disconnection, including a £60 plus VAT disconnection fee ...

Action taken

Term deleted.

Group 6: Cancellation clauses – paragraph 1(f) of Schedule 2

Schedule 2, paragraph 1, states that terms may be unfair if they have the object or effect of:

- (f) authorising the seller or supplier to dissolve the contract on a discretionary basis where the same facility is not granted to the consumer ...

Group 6(a): Unequal cancellation clauses

Original term

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.

Action taken

New term: Either party shall have the right to terminate this Contract without penalty within seven days ... In the event of such termination by either party the Company shall refund to the Customer all sums paid by the Customer.

Original term

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.

Action taken

New term: 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.

Original term

The Seller ... [may] cancel or rescind the Contract if the performance of its obligations under the Contract is in any way adversely affected by any cause

whatsoever beyond the Seller's 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 ...

Action taken

Term deleted.

Original term

... this agreement shall remain in force for a minimum period of 12 months ... Sky may terminate the Agreement at any time.

Action taken

New term: You may end this contract at any time during the Minimum Term by giving us one month's notice if we [exercise variation rights in various ways – see details in terms listed under Group 10] ... Except where you break the Conditions of this Contract we will not terminate this Contract during the Minimum Term.

Original term

As all blinds are made to customers' individual requirements, this order cannot be cancelled.

Action taken

New term: As all blinds are made to customers' individual requirements, this order cannot be cancelled unless we are in breach of our obligations to you.

Original term

You may terminate this contract ... if you give us one month's written notice. We can terminate this contract at any time by giving you a minimum 7 days' written notice.

Action taken

New term: ... you may terminate this contract by giving us 14 days' written notice ... we can terminate this contract at any time by giving you 14 days' written notice.

Original term

If at any time the installation is, for a structural or technical difficulty, impractical, the company may cancel this agreement. ... any deposit will be refunded without interest. However, the company will not make to the customer any payment for any loss ...

Action taken

New term: If at any time the installation is, for a structural technical difficulty, impractical the company shall, on request, provide written reasons for the difficulty to the customer and may terminate this agreement ... any deposit paid will be refunded. However if the difficulty in question could not reasonably have been expected to have been anticipated by the surveyors, the company will not make to the customer any payment for any loss ...

Original term

You may withdraw your instructions to Jackson-Stops and Staff to market the property at any time. Jackson-Stops and Staff may withdraw from their appointment as your agent at any time. If either party withdraws from the contract all agreed outstanding expenses are payable in full at that time.

Action taken

Term deleted.

Clauses providing for cancellation following an adverse survey

Original term

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.

Action taken

New term: 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 provide the Customer with a copy of such report forthwith and the Company will be entitled to terminate this Contract by written notice to the Customer and will refund the deposit in full.

Original term

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.

Action taken

Term deleted.

Original term

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.

Action taken

Term deleted.

Original term

We reserve the right to cancel an order and refund all monies deposited in respect thereof in the case of either an unsatisfactory surveyor's report or unsatisfactory installation price check on the property at which the installation is to be made.

Action taken

New term: Subsequent to signing the contract we will carry out a survey for the proposed work within 10 days or a mutual time subject to agreement. In the event of an unsatisfactory survey report we will reserve the right to cancel the contract, after having given you a full written explanation of the adverse structural conditions encountered. We will also refund all money deposited by you.

Group 6(b): Supplier's right to cancel without refund

Original term

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

Action taken

Term deleted.

Original term

Club Toyota reserves the right to render an individual's membership null and void without any reimbursement of the member's subscription or any other consideration between themselves, Club Toyota and its agents.

Action taken

Term deleted.

Original term

Should ARTTS International be forced to close during term time on account of epidemic, national cause or any circumstances over which the staff have no control, fees cannot be returned ...

Action taken

New term: Should ARTTS International be forced to close during term time on account of an epidemic, national cause or any circumstances over which the Directors have no control, any pre-paid fees will be returned pro rata.

Original term

No refund of fees will be given if pupils are suspended or expelled.

Action taken

New term: No refund of that term's fees will be given if pupils are suspended or expelled ... If more than one term's fees have been prepaid, any surplus will be refunded.

Original term

In the event of death we would expect the resident's bedroom to be cleared within 48 hours. In the event of death the home reserves the right to withhold [pre-paid fees] or charge for a period of 4 weeks.

Action taken

New term: In the event of death we would ask for the resident's bedroom to be cleared within three days. However if you are unable to do so, please inform the Matron/Manager straight away and arrangements can be made for us to clear the bedroom, and items can be stored at Penerley Lodge for seven days ... In the event

of death three days' monies will be due to the Home and after this period this contract will cease.

Group 7: Supplier's right to cancel without notice – paragraph 1(g) of Schedule 2

Schedule 2, paragraph 1, states that terms may be unfair if they have the object or effect of:

- (g) enabling the seller or supplier to terminate a contract of indeterminate duration without reasonable notice except where there are serious grounds for doing so.

Original term

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, ... or the vendor later raises any additional point which is unacceptable to Bradleys Estate Agents.

Action taken

New term: 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.

Original term

This agreement and the agent's Sole Selling Rights may only be terminated by the client upon 28 days written notice ... the agent reserves the right to terminate this agreement without notice and any termination shall be without prejudice to any liability the client may have to pay commission and any other costs and charges.

Action taken

New term: Our agreement will continue until either you or we bring it to an end in writing and giving 14 days' notice ... any termination will not affect liability previously incurred by either of us to the other.

Group 8: Excessive notice periods for consumer cancellation

Schedule 2, paragraph 1, states that terms may be unfair if they have the object or effect of:

- (h) automatically extending a contract of fixed duration where the consumer does not indicate otherwise, when the deadline fixed for the consumer to express this desire not to extend the contract is unreasonably early.

Original term

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 per cent of the renewal fee for the subsequent year will become payable and if less than 2 weeks of expiry then 100 per cent of the renewal fee will become payable.

Action taken

Term deleted.

Original term

This agreement shall commence on the connection date and shall continue for the 'minimum period' of 12 months and thereafter until terminated by no less than three months' notice in writing given by either party to the other. Such notice to be given not before the expiry of the minimum period.

Action taken

New term: This agreement is for a minimum period of 12 months ... it may be terminated by giving one month's notice, which commences on or after the end of the initial 11 months.

Original term

This Agreement shall following the completion of the installation and the payment of the cost of this installation in full by the customer to the Company terminate: (a) at

the expiration of 12 months written notice given by either party to the other to such effect

Action taken

This Agreement shall commence on the commencement date and shall continue in force for the term unless either party gives twenty one days written notice to the other party of its intention to terminate this Agreement, or if this Agreement is terminated by either party pursuant to clause 14.

Group 9: Binding consumers to hidden terms

Schedule 2, paragraph 1, states that terms may be unfair if they have the object or effect of:

- (i) irrevocably binding the consumer to terms with which he had no real opportunity of becoming acquainted before the conclusion of the contract.

Original term

... 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.

Action taken

Term deleted.

Original term

All orders shall be subject to these Conditions. The acceptance by the Seller of any order shall be deemed to incorporate these Conditions.

Action taken

New term: 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.

Original term

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

Action taken

Term deleted.

Group 10: Supplier's right to vary terms generally – paragraph 1(j) of Schedule 2

Schedule 2, paragraph 1, states that terms may be unfair if they have the object or effect of:

- (j) enabling the seller or supplier to alter the terms of the contract unilaterally without a valid reason which is specified in the contract

Original term

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

Action taken

Term deleted.

Original term

Sky may at any time vary or add to these Conditions as it deems necessary.

Action taken

New term: [Sky may] change or add to Conditions ... for security, legal or regulatory reasons ... 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 ... you may end this contract at any time ... by giving one month's notice, if we tell you ... we are going to change these conditions.

Original term

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

Action taken

Term deleted.

Original term

Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the seller shall be subject to correction without any liability on the part of the Seller.

Action taken

New term: Any error or omission in any information, or document issued by us shall be subject to correction provided that the correction does not materially affect the contract.

Group 11: Right to change what is supplied – paragraph 1(k) of Schedule 2

Schedule 2, paragraph 1, states that terms may be unfair if they have the object or effect of:

- (k) enabling the seller or supplier to alter unilaterally without a valid reason any characteristic of the product or service to be provided.

Clauses claiming the right to vary goods/materials

Original term

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.

Action taken

New term: 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.

Original term

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.

Action taken

Term deleted.

Original term

... 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.

Action taken

New term: 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.

Original term

All material may vary in colour and finish.

Action taken

Term deleted.

Original term

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...

Action taken

New term: [If] a significant change in specification will prevent us from supplying a vehicle which precisely meets the specification detailed overleaf ... we will offer you an alternative vehicle, on the understanding that you have the option of accepting it or cancelling this agreement without penalty.

Original term

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

Action taken

New term: 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.

Clauses claiming the right to vary services

Original term

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.

Action taken

Term deleted.

Original term

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

Action taken

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

Original term

If in the opinion of the Company it is impracticable for any reason to carry out any of the work it is instructed to carry out it shall be entitled to refrain from carrying out or completing such ... and carry out only such work as in the opinion of the company may be practicable.

Action taken

New term: If in the opinion of the Company it is not reasonably practicable for any reason to carry out any of the work it is instructed to carry out it shall be entitled to refrain from carrying out or completing such work ... and will consult with the Customer as to what if any work is to be undertaken. The Company will, if requested by the Customer, provide a written explanation as to why any work is not considered to be reasonably practicable.

Original term

WST does not accept any liability for changes to course dates or arrangements made by applicants. WST may make changes to the dates, times and content of its courses without prior warning. Though these will always be broadly in line with Trinity College London requirements.

Action taken

Term deleted.

Group 12: Price variation clauses

Schedule 2, paragraph 1, states that terms may be unfair if they have the object or effect of:

- (l) providing for the price of goods to be determined at the time of delivery or allowing a seller of goods or supplier of services to increase their price without in both cases giving the consumer the corresponding right to cancel the contract if the final price is too high in relation to the price agreed when the contract was concluded.

Original term

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.

Action taken

Term deleted.

Original term

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.

Action taken

Term deleted.

Original term

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.

Action taken

Term deleted.

Original term

Discounts may apply from time to time ... The Company reserve the right to withdraw a discount at any time or instance of actuality [sic].

Action taken

Term deleted.

Original term

All prices are subject to alteration without notice and the price applicable shall be that ruling the date of despatch ... the buyer is responsible for all carriage charges on orders. Carriage charges are subject to change without notice.

Action taken

Term deleted.

Original term

Any additional work requested which is not specified in writing within this contract shall be charged at current rate.

Action taken

New term: Any additional work requested ... which is not specified in writing within this contract will only be carried out if a new contract is entered into with the company.

Original term

PRICE VARIATION – Prices applicable ... shall be the price ruling at the date of despatch. Jaymic Ltd therefore reserves the right to amend prices quoted at the date of the placing of an order.

Action taken

Term deleted.

Terms revised by the introduction of cancellation rights

Original term

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 months' notice in writing terminating this Agreement.

Action taken

New term: 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.

Original term

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.

Action taken

New term: 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. ... You will be entitled to withdraw from this agreement if there is a price increase which you consider excessive.

Original term

Membership subscription rates may be changed from time to time in accordance with the rules of the relevant Pinnacle Club and the member agrees to pay any increased subscriptions which may be due during the continuance of this contract.

Action taken

New term: Members who do not wish to accept ... an increase in subscription may cancel their membership by giving written notice ... the member giving notice must

continue to pay subscriptions at the rate current immediately prior to any proposed increase until the end of such notice period. The company will refund any subscriptions that have been paid by a member for any period after the expiry of the notice.

Terms revised to become price indexation clauses⁵⁰

Original term

The Company may increase the service charge at any time after 12 months from the Agreement date by giving notice 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.

Action taken

New term: 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 ...

Original term

The company reserves the right to increase the amount of the maintenance charge or any other charge in the case of increased costs, expenses and out-goings by giving the customer one month's notice in writing ...

Action taken

New term: We may need to increase our prices. The increases will not be more than the change in the Retail Price Index since the last increase.

⁵⁰ See paragraph 2(d) of Schedule 2.

Group 13: Supplier's right of final decision – paragraph 1(m) of Schedule 2

Schedule 2, paragraph 1, states that terms may be unfair if they have the object or effect of:

- (m) giving the seller or supplier the right to determine whether the goods or services supplied are in conformity with the contract, or giving him the exclusive right to interpret any term of the contract.

Supplier's right to decide if he is in default

Original term

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.

Action taken

Term deleted.

Original term

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.

Action taken

New term: 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.

Original term

The company's decision that the installation has been completed will be accepted and be binding on the Purchaser.

Action taken

Term deleted.

Supplier's right to decide meaning of terms

Original term

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.

Action taken

Term deleted.

Group 14: 'Entire agreement' and formality clauses

Schedule 2, paragraph 1, states that terms may be unfair if they have the object or effect of:

- (n) limiting the seller's or supplier's obligation to respect commitments undertaken by his agents ...

Group 14(a): Entire agreement clauses

Original term

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.

Action taken

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

Original term

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.

Action taken

New term: To protect your own interests please read the conditions carefully before signing them. ... 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.

Original term

No verbal agreements will be honoured.

Action taken

Term deleted.

Original term

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.

Action taken

New term: 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.

Original term

No representations made by the Company, or by its agents, shall be treated as having induced the Customer to enter into the contract unless the same is included in this document.

Action taken

Term deleted.

Original term

The agreement is the entire agreement between the parties and supersedes all prior understandings and representations of the parties.

Action taken

New term: Neither Calortex nor you may alter the terms of this agreement ... without the agreement of the other.

Original term

The following terms and conditions alone are the basis of the contract.

Action taken

Term deleted.

Original term

All services provided to you by TWS are subject to these terms alone. They supersede and take precedence over any previous written representations given or made by TWS or any representatives of TSWS.

Action taken

New term: All services provided to you by TWS are subject to these terms together with any previous written or oral representations given or made by TWS or any representatives of TWS.

Clauses requiring all variations to be in writing

Original term

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.

Action taken

Term deleted.

Original term

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

Action taken

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

Original term

Lessor hereby rents to Hirer and Hirer takes on rental the motor vehicle described overleaf (herein called Vehicle) subject to all the terms and provisions of this Agreement ... Any additions to or alterations of the terms and conditions of this agreement shall be null and void unless agreed upon in writing by the parties.

Action taken

New term: Your contract with us – When you sign the form over the page you accept the conditions set out in this rental agreement. Please read this agreement carefully. If there is anything you do not understand or do not agree with, please ask any member of staff at the place you rented the vehicle from.

Clauses denying employees authority to vary contracts

Original term

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.

Action taken

Term deleted.

Group 14(b): Formality requirements

Original term

DISCREPANCIES – Claims for shortages in number of products cannot be considered unless noted on the receipt copy of the Customers Advice Note.

Action taken

Term deleted.

Original term

... written notice of cancellation is sent by recorded delivery to the company's head office ...

Action taken

New term: We recommend that you send any notice of cancellation by recorded delivery post.

Original term

Please keep this invoice in a safe place as it will be required should a need for after sales service arise in the future too.

Action taken

New term: Please keep the invoice in a safe place as it will assist should a need arise in future for after sales service.

Group 15: Binding consumers where a supplier defaults

Schedule 2, paragraph 1, states that terms may be unfair if they have the object or effect of:

- (o) obliging the consumer to fulfil all his obligations where the seller or supplier does not perform his.

Original term

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

Action taken

Term deleted.

Original term

MDT may ... suspend the services ... in any of the following circumstances without prejudice to the liability of the subscriber to continue to pay the Minimum Charge.

Action taken

New term: During any period of suspension you will not be required to continue to pay the monthly charge.

Group 16: Supplier's right to assign without consent

Schedule 2, paragraph 1, states that terms may be unfair if they have the object or effect of:

- (p) giving the seller or supplier the possibility of transferring his rights and obligations under the contract, where this may serve to reduce the guarantees for the consumer, without the latter's agreement.

Original term

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.

Action taken

Term deleted.

Group 17: Restricting the consumer's remedies – paragraph 1(q) of Schedule 2

Schedule 2, paragraph 1, states that terms may be unfair if they have the object or effect of:

- (q) excluding or hindering the consumer's right to take legal action or exercise any other legal remedy, particularly by requiring the consumer to take disputes exclusively to arbitration not covered by legal provisions, unduly restricting the evidence available to him or imposing on him a burden of proof which, according to applicable law, should lie with another party to the contract.

Original term

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

Action taken

New term: 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.

Compulsory arbitration clauses

Original term

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.

Action taken

Term deleted.

Original term

Arbitration. Any dispute or difference ... shall be referred to arbitration under the Arbitration Rules of the Chartered Institute of Arbitrators.

Action taken

New term: Arbitration. Where the Customer does not deal as a consumer any dispute or difference ... shall be referred to arbitration under the Arbitration Rules of the Chartered Institute of Arbitrators.

Original term

Any disputes, difference or question ... between the parties ... shall be referred to the arbitration of a single arbitrator ...

Action taken

New term: If there is a dispute arising from this agreement which cannot be resolved, either you or we may refer it to the Conciliation Service provided by The National Guild of Office Removers and Storers ... or arbitration by mutual consent ...

Exclusive jurisdiction and 'choice of law' clauses

Original term

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

Action taken

New term: 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.

Original term

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 ...

Action taken

New term: 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.

Original term

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

Action taken

New term: 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 ...

Group 18: Regulation 5 – other terms

Group 18(a): Allowing the supplier to impose unfair financial burdens

Original term

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

Action taken

Term deleted.

Original term

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.

Action taken

New term: 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.

Group 18(b): Transferring inappropriate risks to consumers

Original term

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.

Action taken

Term deleted.

Original term

You will be still be liable for the minimum charge and all call charges [if] you ... lose ... the apparatus or it is stolen.

Action taken

New term: You will still be liable to pay these sums if the apparatus is lost or stolen. When we receive notice from you confirming the genuine loss or theft and that matter has been reported to the police, you will not be liable for call charges from that date.

Original term

The price specified in this quotation does not include the price of removing any dangerous waste material such as asbestos found when installing your central heating. This will be subject to an extra charge.

Action taken

New term: The quoted price does not include the cost of removing any dangerous waste material, such as asbestos, which could not have been reasonably foreseen when we gave you the original quotation and which we become aware of only when doing the work. Such work will be at extra cost, the amount of which we will agree with you in advance.

Indemnity clauses

Original term

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.

Action taken

Term deleted.

Original term

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.

Action taken

New term: ... 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.

Original term

The client shall be liable for any loss or damage to the hotel's property ... or injury to persons including the Hotel's staff and shall indemnify the Hotel against any other loss or liability ... arising from the function.

Action taken

New term: The client shall be liable for any loss or damage to the Hotel's property ... where such loss or damage has been caused by an intentional, reckless or grossly negligent act of the client.

Original term

You must indemnify us against any claims or legal proceedings arising from use of BT Cable which are brought or threatened against us by another person.

Action taken

New term: If you use the service for business purposes you must also indemnify us against any claims made against us by third parties because the service is faulty or cannot be used.

Original term

... any goods delivered to the customer's premises shall be entirely at the purchaser's risk and he will indemnify the company for any loss or damage thereto.

Action taken

New term: [After] delivery of any units to be installed ... you will be responsible for their safe keeping and you should make sure that you are adequately insured against any damage or loss which may occur to those units.

Group 18(c): Unfair enforcement clauses

Original term

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 ...

Action taken

Term deleted.

Original term

If the Customer shall commit any breach of this Agreement ... the Company shall be at liberty to treat this Agreement as repudiated and accordingly may terminate it forthwith by notice in writing to the Customer and shall be entitled to recover possession of the Company's Equipment together with the costs for so doing.

Action taken

New term: If the Customer shall commit and continue to commit a serious breach of this Agreement for 21 days or more after notice from the Company of the breach, the Company shall be at liberty to treat this Agreement as repudiated and accordingly may terminate it forthwith by notice in writing to recover possession of the system together with the costs for doing so.

Original term

Forfeiture: ... if there shall be a breach of any of the obligations on the part of the Tenant the Landlord may re-enter the premises or any part thereof in the name of whole and immediately thereupon the tenancy shall absolutely determine without prejudice to any other rights and remedies of the landlord.

Action taken

Term deleted.

Repossession

Original term

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.

Action taken

Term deleted.

Original term

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

Action taken

Term deleted.

Original term

[In the event of cancellation] We may require the customer to deliver up the goods to us failing which we shall be entitled to remove the goods from the customer's premises and for such purpose may enter those premises without being liable for any damage caused by such removal.

Action taken

New term: We may require the customer upon reasonable notice to return and deliver up the goods to us failing which we shall take legal proceedings to recover the goods or their value.

Sale of consumer's goods

Original term

If the monies due are not paid to the Carrier within 14 days of their falling due the Carrier ... may sell the Consignment and apply the proceeds of the sale towards the monies due and any reasonable expenses of sale.

Action taken

New term: 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.

Original term

The Insurers may ... 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 behalf shall obstruct or prevent the Insurers from so doing all benefit under this Insurance shall be forfeited.

Action taken

New term: 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.

Original term

The company reserves the right to ... dispose of any article left for examination or repair which is not claimed within 6 calendar months from the date of this document.

Action taken

New term: If you do not collect your article within 6 calendar months of the 'to be ready' date as shown above, we may dispose of it to recover our costs and notify you of our intention to do so.

Group 18(d): Excluding the consumer's right to assign

Original term

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

Action taken

New term: 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.

Original term

You may not assign or part with any of your rights to the network or otherwise under the Customer Airtime Agreement without our written agreement.

Action taken

New term: You may only assign or part with any of your rights to the network or otherwise under the Airtime Agreement following a satisfactory credit check of the person you wish to transfer your rights and completion by them of a new airtime agreement.

Original term

The goods ordered by the customers are for the customer's own requirements and as such cannot be resold by the customer to any other party.

Action taken

Term deleted.

Original term

The benefits of this contract are ... not transferable.

Action taken

New term: The benefits of this contract are ... assignable upon any change of ownership of the premises.

Group 18(e): Consumer declarations

Original term

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.

Action taken

Term deleted.

Original term

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.

Action taken

Term deleted.

Original term

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

Action taken

New term: Before signing this order, the customer should carefully read the terms and conditions set out on the other side of this agreement.

Original term

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.

Action taken

Term deleted.

Original term

This and all other documents have been fully explained to me by the sales representative.

Action taken

Term deleted.

Original term

I/we the undersigned hereby agree to enter this Airtime Agreement upon the terms and conditions set out overleaf which I/we acknowledge have been drawn to my/our attention and which I/we have read ...

Action taken

New term: It is important that you read and understand the terms and conditions that will apply to this contract before signing. If there is any term that you do not

understand or do not wish to agree to, then please discuss it with Intercell's representative before signing.

Original term

There may be no service or very poor service in some areas. You have checked coverage map to be sure you have sufficient coverage in the areas you want.

Action taken

New term: Please make sure you check network coverage in your area ... before entering into the airtime agreement.

Group 18(f): Excluding consumer's non-contractual rights and protection

Data protection rights

Original term

I hereby waive my rights under the Data Protection Act ...

Action taken

Term deleted.

Group 18(g): Supplier's discretion in relation to obligations

Rights for supplier to decide how to perform his obligations

Original term

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

Action taken

Term deleted.

Original term

The Company shall be entitled to make delivery of the goods by instalments.

Action taken

New term: Delivery of any units to be installed will be on a mutually agreed date.

Original term

Lessons will be suspended during such periods as the teacher shall determine ...

Action taken

New term: I will give at least one Session's Notice in writing of my holiday breaks, when lessons will not be given ...

Rights for the supplier to decide if the consumer is in breach

Original term

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 ...

Action taken

New term: 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.

Original term

Connections reserves the right ... to withdraw or suspend membership when, in its sole opinion, a member ... is misusing the service or behaving inappropriately ...

Action taken

New term: Connections is entitled to revoke a person's membership if a member has ... misused the dating agency service provided by Connections or behaved in way which objectively could be regarded as inappropriate ... Connections will first provide the member with written reasons ... the member will be entitled (without affecting any other method of recourse available to the member) to challenge Connections' decision by referring the matter to the ABIA ...

Group 19: Regulation 7 – Plain and intelligible language

Regulation 7 states that:

- (1) A seller or supplier shall ensure that any written term of a contract is expressed in plain, intelligible language.
- (2) If there is doubt about the meaning of a written term, the interpretation which is most favourable to the consumer shall prevail but this rule shall not apply in proceedings brought under Regulation 12.

Sub-group 19(a): General

Original term

Failure of the substrate to which our products are applied will nullify our guarantees.

Action taken

Term deleted.

Original term

Severability – The clauses of these Conditions and each sub-clause thereof are several and if any part of any clause or sub-clause shall be void, invalid or unenforceable then the remainder of such clauses or sub-clauses shall nevertheless be valid and enforceable.

Action taken

Term deleted.

Original term

E & OE

Action taken

Term deleted.

Original term

The masculine includes the feminine gender and the singular shall include the plural and vice versa and a reference to a statutory provision will be interpreted as a

reference to the provision as amended or re-enacted from time to time including any regulation or statutory instrument issued pursuant to such provision at any time.

Action taken

Term deleted.

Sub-group 19(b): Specific revisions

This sub-section illustrates how plain language can be used in contracts, particularly in certain kinds of terms that are commonly characterised by legal jargon. Its purpose is not to parade the worst examples of unintelligible drafting encountered by the Office. Some of the Original terms listed here were considered unfair for other reasons than non-compliance with Regulation 7 (and thus may also be found listed under other headings in the annex). However, in all cases the revisions quoted are considered to represent a worthwhile improvement from the point of view of clarity.

Assignment clauses

Original term

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.

Action taken

New term: Membership is not transferable.

Bankruptcy, termination on

Original term

The agreement shall determine forthwith if a receiving order is made against Hirer (or being a company Hirer goes into liquidation, whether voluntarily or compulsorily) or if Hirer shall call a meeting of his creditors or any distress or execution is levied against any of his goods ...

Action taken

New term: If you are a customer we will end this agreement straight away if we find out that your belongings have been taken away from you to pay off your debts, or a receiving order has been made against you.

Cancellation

Original term

Such determination shall not affect any then existing rights of Lessor whether for damages or otherwise.

Action taken

New term: If we end the agreement it will not affect our right to receive any money we are owed under the conditions of this agreement.

'Force majeure'

Original term

Force Majeure. Time shall not be of 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.

Action taken

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

Hirer's duties

Original term

Hirer shall not sell or offer for sale, assign, mortgage or pledge Vehicle or the tools or equipment or any part or parts thereof or otherwise deal with the same in any manner inconsistent with the Lessor's rights.***Action taken***

New term: You must not sell, rent or dispose of the vehicle or any of its parts. You must not give anyone any legal rights over the vehicle.

Indemnity clauses

Original term

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.

Action taken

New term: We will pay for any damage caused by our employees.

Jurisdiction clauses

Original term

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.

Action taken

New term: 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.

Liability of supplier

Original term

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

Action taken

New term: 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.

Original term

Lessors shall not be liable for damages arising from defects or mechanical failures which are not attributable to any breach of this warranty or any warranty implied by law to take reasonable care or exercise reasonable skill.

Action taken

New term: If you are not renting the vehicle for business purposes, we are responsible for loss caused by:

- the vehicle not matching our description of it
- the vehicle not being of the quality you would be entitled to expect from a rental vehicle
- the vehicle not being fit to drive, and
- us not having the legal right to rent out the vehicle.

Lien

Original term

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.

Action taken

New term: 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.

Original term

Our lien

Action taken

New term: Our rights to withhold or dispose of goods.

Liquidated damages

Original term

If such notice is received after these dates, the Governors will require payment of fees for what would have been the pupil's first term at school by way of liquidated damages.

Action taken

New term: If such notice is received after these dates the Governors will require payment of fees for what would have been the pupils first term at school by way of agreed compensation to the school.

Lost property liability

Original term

Lessor shall not be liable for loss of or damage to any property left, stored or transported by Hirer or any other person in or upon vehicle either before or after the return thereof to Lessor. Hirer hereby agrees to hold Lessor harmless from, and indemnify Lessor against all claims based on or arising out of such loss or damage unless caused by the negligence of Lessor.

Action taken

New term: We are only responsible for loss or damage to property left in the vehicle if the loss or damage results from our negligence.

Merchantable quality

Original term

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

Action taken

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

Minimum term

Original term

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).

Action taken

New term: The minimum term of this agreement is 12 months.

Notification of claims

Original term

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

Action taken

New term: You must tell us about any fault or damage ...

Power of sale

Original term

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.

Action taken

New term: 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.

Original term

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.

Action taken

New term: 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.

Original term

The teacher's fee is £ per hour or pro rata for part of thereof.

Action taken

New term: The tuition fee is £ per hour. The hourly fee is adjusted in proportion to the length of lessons.

Statutory references

Original term

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)

Action taken

New term: 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).

Original term

The above conditions do not affect your statutory rights.

Action taken

New term: Nothing in these conditions will reduce your statutory rights relating to faulty or misdescribed goods. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens' Advice Bureau.

Original term

These terms and conditions shall not be construed so as to affect the statutory or common law rights of the purchaser save in so far as the same may be lawfully excluded or varied.

Action taken

New term: As a consumer, the purchaser has certain statutory rights regarding the return of defective goods and claims in respect of losses caused by any negligence on the part of the seller or failure by the seller to carry out its obligations. These terms and conditions shall not affect the purchaser's statutory rights.

Time of the essence

Original term

If any payment shall be more than one month in arrears 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.

Action taken

New term: 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.

Title

Original term

Title to ... property in the goods shall remain vested in the Company (notwithstanding the delivery of the same ... 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.

Action taken

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

Original term

TITLE ... [circa 500 words of legal jargon]

Action taken

New term: Goods remain our property until paid for.

List of corresponding paragraphs in CMA Main Guidance

<i>Terms in the Grey List of the Act</i>	<i>CMA Guidance paragraphs</i>	<i>OFT 'group' reference</i>	<i>Annex A page</i>
Exclusion and limitation clauses	5.2.1	N/A	10
<i>Exclusion of liability for death and personal injury</i>	5.3.1	1	10
<i>Exclusion of liability for faulty and misdescribed goods or digital content</i>	5.4.1	2(a)	13
<i>Exclusion of liability for poor service</i>	5.5.1	2(b)	17
<i>Limitations of liability</i>	5.6.1	2(c)	20
<i>Time limits on claims</i>	5.7.1	2(d)	26
<i>Terms excluding the right of set-off</i>	5.8.1	2(e)	27
<i>Exclusions of liability for delay</i>	5.9.1	2(f)	30
<i>Exclusion of liability for failure to perform contractual obligations</i>	5.10.1	2(g)	32
<i>Guarantees and warranties operating as exclusion clauses</i>	5.11.1	2(h)	34
Binding consumers while allowing the trader to provide no service	5.12.1	3	36
Retention of prepayments on consumer cancellation	5.13.1	4	37
Disproportionate financial sanctions	5.14.1	5	39
Disproportionate termination fees and requiring consumers to pay for services not supplied	5.15.1	N/A	41
Unequal cancellation rights	5.16.1	N/A	44
Trader's right to cancel without refund	5.17.1	6	47
Trader's right to cancel without notice	5.18.1	7	50
Excessive notice periods for consumer cancellation	5.19.1	8	51
Binding consumers to hidden terms	5.20.1	9	53
Trader's right to vary terms generally	5.21.1	10	54
Right to determine or change what is supplied	5.22.1	11	56
Price variation clauses	5.23.1	12	60
Trader's right of final decision	5.24.1	13	64
Entire agreement clauses	5.25.1	14(a)	66
Formality requirements	5.26.1	14(b)	70
Binding consumers where the trader defaults	5.27.1	15	71

Trader's right to assign without consent	5.28.1	16	72
Restricting the consumer's remedies	5.29.1	17	73
<i>Other terms considered potentially unfair</i>			
Allowing the trader to impose unfair financial burdens	5.30.1	18(a)	76
Transferring inappropriate risks to consumers	5.31.1	18(b)	76
Unfair enforcement powers	5.32.1	18(c)	79
Excluding the consumer's right to assign	5.33.1	18(d)	82
Consumer declarations	5.34.1	18(e)	82
Exclusion and reservations of special rights	5.35.1	18(f)	84
Trader's discretion in relation to obligations	5.36.1	18(g)	84