



UNFAIR CONTRACT TERMS

ORIGINAL CLAUSE

This guarantee only provides cover for work carried out to remedy termite infestation. 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).

SUGGESTED REVISION

This guarantee only provides cover for work carried out to remedy termite infestation. The approved installer does not accept any liability for damage caused by pre-existing structural defects.

ORIGINAL CLAUSE

On-Your-Own Cleaners accepts no responsibility for damage to customers' garments. Customers' garments are cleaned entirely at their own risk.

SUGGESTED REVISION

On-Your-Own Cleaners only accepts responsibility for damages caused by our own negligence.

ORIGINAL CLAUSE

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

SUGGESTED REVISION

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

ORIGINAL CLAUSE

The company shall use its best endeavours to fulfil promptly all orders made by customers but it will not be responsible for any delay due to matters beyond its control.

SUGGESTED REVISION

The company shall use its best endeavours to fulfil orders promptly but it cannot be responsible for any delay for matters outside of its control. In the event that such delay shall be unreasonable customers shall be entitled to cancel the contract and receive a full refund. For the purposes of this clause, an unreasonable delay shall be in excess of 6 weeks from the date of this contract.

The information contained in this document does not constitute legal advice and is provided for guidance purposes only. 1

ORIGINAL CLAUSE

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

SUGGESTED REVISION

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 CLAUSE

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

SUGGESTED REVISION

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

ORIGINAL CLAUSE

The goods will be made for YOU to YOUR specification, choice and details, and as such CANCELLATIONS CANNOT BE ACCEPTED.

SUGGESTED REVISION

The goods will be made for YOU to YOUR specifications, choice and details.

ORIGINAL CLAUSE

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

SUGGESTED REVISION

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

ORIGINAL CLAUSE

If you wish to cancel a sun bed session, 24 hours notice is required or half price will be charged.

SUGGESTED REVISION

The term should be deleted.

ORIGINAL CLAUSE

While every care and attention is taken in the handling, adjusting, repairing, and tinting of patients own frames and lenses, Bestlook Spectacles cannot be held responsible for any loss or damage that may occur during any such process.

SUGGESTED REVISION

This sign should be removed.

ORIGINAL CLAUSE

P.S. Care Supplies will not accept any responsibility whatsoever in the event that adverse side-effects are caused by using our product.

SUGGESTED REVISION

The Company accepts no responsibility for loss or damage caused by the customer's misuse of the goods.

ORIGINAL CLAUSE

Vehicles and their contents are parked at the owner's risk and no liability is accepted for any loss or damage to the vehicle or contents or person, however caused.

SUGGESTED REVISION

Vehicles and their contents are parked at owners' risk and no liability is accepted for any loss or damage to the vehicle or contents unless due to the negligence of the company or its employees.

ORIGINAL CLAUSE

Membership fees are non-refundable.

SUGGESTED REVISION

This term should be deleted.

Commentary:

The effect of the clause could be to deny the consumer a refund where the club was at fault. It might be fairer if the circumstances in which refunds would not be made were clearly stated.