

Conditions of Sale

The more often you draw your Conditions to the customer's attention, the more likely they are to be incorporated into the contract. This note explains how best to ensure your Conditions of Sale are incorporated.

BRING YOUR CONDITIONS OF SALE TO THE CUSTOMER'S ATTENTION.

Conditions of Sale must be brought to the customer's attention before the contract is made otherwise they will not form part of the contract and will not be enforceable. Merely despatching an invoice with the Conditions printed on the reverse will not normally be sufficient to incorporate the Conditions into the contract, even if it is sent before the Goods are delivered or the Services are provided as the contract will already have been entered into.

The best place to print your Conditions of Sale will normally be on documents you send to customers before any contract is agreed, for example, on sales catalogues, on quotations or order acknowledgement forms.

Where you do not use quotation forms, the Conditions should be sent separately but still in advance of the contract being made.

Any quotations should ideally be in writing, indicate that they are an invitation to the Customer to make an offer only and state that no contract shall be concluded and come into effect unless and until any order made by the Customer is accepted by you through the issue of an order acknowledgement form.

You should also make your Conditions available at places where customers are likely to see them before making a purchase such as at your premises and on your website.

Telephone and Fax Orders - Where contracts are entered into by fax or by telephone (where the lack of formal documentation is a potential problem) you should make it clear before the contract is formed that any contract for the supply of Goods and the provision of Services is subject to your Conditions of Sale. If an order is taken by fax or by telephone your sales staff should ask if the customer has a copy of your Conditions, and if not send a copy of your Conditions to them. A record should be kept of this conversation with the customer. All documentation (whether pre-contractual, such as catalogues or post contractual such as order confirmation slips) should state clearly that orders accepted by fax and phone are subject to your Conditions. Make sure if you send your Conditions by post on request. Explain any key terms of the contract, for example, term, payment etc especially any onerous terms such as an exclusion clause. Make sure your Conditions are attached to emails to your customer especially any acknowledgement of orders.

As incorporation of the Conditions depends heavily on the customer being aware of them before they enter into the contract it is a useful tactic to send your revised Conditions to any new customer at the beginning of your relationship with them and ask them to acknowledge receipt and confirm their agreement to be bound by the Conditions.

You may also want to consider sending updated Conditions to all your customer's stating that these are the Conditions which apply to all contracts with them. At the very least this will reveal those customers who believe their own conditions of purchase apply.

If Conditions of Sale are printed on the back of a document you must state clearly, on the front of the document, that important conditions affecting the customer's legal rights are set out on the reverse side. This warning should be in prominent type so that the customer's attention is clearly drawn to it.



Summary

For your convenience we have shortlisted the URL links for each trading style

Ltd

www.companieshouse.gov.uk/info

Plc

www.companieshouse.gov.uk/info

Sole Trader

www.start.biz/business_names/

Partnership

www.start.biz/business_names/

Solicitors

www.lawsociety.org.uk

Charities

www.charitycommission.gov.uk/registeredcharitiesnumber.asp

All Trading Styles

www.google.com

www.yahoo.com