

into such transactions written statements relating to their rights against the shopkeeper or other person supplying them or to his obligations to them without advising them of their rights under sections 13 to 15 of the said Act of 1893, sections 9 to 11 of the said Act of 1973 or section 4 (1) (c) of the said Act of 1964 if, for example, the goods are not of merchantable quality;

- (c) furnishing or causing to be furnished to consumers entering into consumer transactions or persons likely, as consumers, to enter into such transactions written statements relating to their rights against third parties or to the obligations to them of such third parties (such as manufacturers' guarantees) without advising them of their rights under the statutory provisions mentioned in paragraph (b) above against the seller or other person supplying them with the goods.

The Effects

3. The effects mentioned in section 17 (2) of the Fair Trading Act which the practices referred appear to the Director General of Fair Trading to have are:

- (a) in the case of the practice described in paragraph 2 (a), the effects (mentioned in section 17 (2) (a) and (b)) of misleading consumers as to their rights under any relevant transaction or otherwise confusing them as to the terms of the transaction;
- (b) in the case of the practices described in paragraphs 2 (b) and (c) those effects and the following further effects (mentioned in section 17 (2) (a)), namely,
- (i) withholding from consumers adequate information as to their rights under any relevant transaction; and
- (ii) withholding from them an adequate record of their rights under any such transaction.

The Proposals

4. In respect of the practice described in paragraph 2 (a),

- (a) that it should be unlawful for a person in the course of a trade or business,

(i) to display in a shop or on other trade premises where consumer transactions are effected, or on a vehicle or on or near a stall from which such transactions are effected, a notice likely to suggest that the rights of consumers under the statutory provisions mentioned in paragraph 2 (a) are excluded or restricted in relation to consumer transactions entered into there;

(ii) to include in an advertisement intended to induce consumers to enter into consumer transactions any statement likely to suggest that those rights are excluded or restricted in relation to consumer transactions occasioned by the advertisement;

(iii) to supply a consumer pursuant to a consumer transaction goods bearing, or goods in a contained bearing, a statement likely to suggest that those rights are excluded or restricted in relation to that transaction;

(iv) to furnish to a consumer in connection with the carrying out of a consumer transaction or to a person likely, as a consumer, to enter into such a transaction a document including a statement likely to suggest that those rights are excluded in relation to that transaction or likely transaction;

- (b) that for the purposes of paragraph (a) above, the use of such phrases as "No goods exchanged" "No money refunded" or "Credit notes only for returned goods" and similar phrases should be regarded (irrespective of their legal effect) as indicating that a consumer's rights under the relevant statutory provision are excluded or restricted except where the words are so qualified as to indicate otherwise e.g. in a notice reading "We regret that goods cannot be exchanged just because customers subsequently change their minds".

5. In the case of the practice described in paragraph 2 (b),

(a) that, subject to paragraph (b) below, it should be unlawful (more than 6 months after the commencement of the Order) for a trader:

(i) to supply to a consumer, pursuant to a consumer transaction, goods bearing, or goods in a container bearing, any wording likely to be taken as setting out or describing rights available against the trader, or as setting out or describing or limiting obligations accepted by him in relation to the goods (whether legally enforceable or not), unless the goods or container also carry in close proximity to that wording a clear and conspicuous statement to the effect that those legal rights which the consumer enjoys against him if the goods are defective or unfit for any purpose or are

not as described and which cannot lawfully be restricted are in no way affected by the said wording; or

(ii) otherwise to furnish to a consumer in connection with the carrying out of a consumer transaction or to a person likely, as a consumer, to enter into such a transaction with him or through his agency any document (such as a catalogue, receipt or invoice) that includes such wording but no such statement as are described in head (1) above;

- (b) that it should be a sufficient compliance with the requirement of paragraph (a) above to mark the relevant goods or container with, or to include in the relevant document, a warning such as "N.B. If the goods are faulty, your legal rights are not prejudiced by this statement".

6. In the case of the practice described in paragraph 2 (c),

(a) that, subject to paragraphs (b) and (c) below, it should be unlawful (more than 6 months after the commencement of the Order) for a person carrying on a trade or business:

(i) to cause a consumer acquiring goods from another person under a consumer transaction to be supplied with goods bearing, or goods in a container bearing, any wording likely to be taken as setting out or describing or limiting obligations accepted by him in relation to the goods (whether legally enforceable or not and including statements such as "We guarantee our goods") unless the goods or container also carry in close proximity to that wording, a clear and conspicuous statement to the effect that those legal rights which the consumer enjoys against the seller or other person supplying the goods to him if the goods are defective or unfit for any purpose or are not as described and which cannot lawfully be restricted are in no way affected by the said wording;

(ii) otherwise to furnish or cause to be furnished to a consumer acquiring goods from another person under a consumer transaction or to a person likely, as a consumer, to enter into a consumer transaction with another person, any document including such wording but no such statement as are described in head (i) above;

- (b) that it should be a sufficient compliance with the requirement of paragraph (a) above to mark the relevant goods or container with, or include in the relevant document, a warning such as "Remember: this guarantee (or this limitation) does not affect your rights against the shopkeeper or other person who supplied you if the goods are faulty";

(c) that nothing in paragraph (a) above should apply to create an offence in relation to the supply of any goods or the furnishing of any document which ceased to be in the possession of the person responsible before the commencement of the Order.

Companies House,
55-71 City Road, London E.C.1.
25th April 1974.

In the High Court of Justice (Chancery Division).—
Preston District Registry. No. 23 of 1974

In the Matter of JAS. L. KERR LIMITED and in the
Matter of the Companies Act, 1948

Notice is hereby given that by an Order made on Monday, the 4th day of March 1974 upon the petition of the above-named Jas. L. Kerr Limited and of James Low Kerr and Edith Kerr his wife both of 12 Regent Drive Fulwood, Preston in the County of Lancaster members of the said company on 14th January 1974 preferred unto this Court

And upon hearing Counsel for the petitioners and for the Registrar of Companies (the respondent)

And upon reading the said petition the affidavit of the said James Low Kerr filed on the 28th January 1974 and the affidavit of Joseph Anthony Thurnhill also filed on the 28th January 1974 and the exhibits in the said affidavits or either of them respectively referred to

And there being no objection by the Solicitor for the affairs of the Duchy of Lancaster on behalf of the said Duchy of Lancaster to the relief sought by the said petition as appears from the said affidavit of Joseph Anthony Thurnhill and the exhibit thereto

And the petitioners by their Counsel undertaking within one month of the restoration of the name of the above-named company to the register of companies to forward to the Registrar of Companies as required by sections 124