

Legal and regulatory framework

[Law](#), [Contract Law](#)



Legal and Regulatory Framework I. The basis of the contract From the coupon attached, we can see the specialist terms as follows: 1. Each person should use only one ticket and not use the ticket in conjunction with other coupons 2. The Minimum consumption should be controlled over 100 yuan. 3. The coupon can't be used in the holidays. 4. The final interpretation is owned by our company. The standard form contract is a standard document prepared by many large organizations and setting out the terms on which they contract with their customers.

The individual must usually take it or leave it: he does not really 'agree' to it. For example, a customer has to accept his supply of electricity on the electricity board's terms; individuals cannot negotiate discounts. I chose a restaurant coupons. An offer is a restaurant A, while offered is the person consumed in the restaurant. An offer is a definite promise to be bound on specific terms . Acceptance is the unqualified agreement to the terms of the offer.

If the consumer use the coupon, he'll obey all the terms in the contract, especially the specialist terms. The parties must have reached some sort of agreement. In this case, there are two parties, the restaurant and consumer, who are mentally capable of understanding the nature and effect of the contract. And all of us are not legally restricted protected against making a contract due to absence of capacity or limited capacity. II. The significance of specialist terms in the contract

Example: " Final interpretation of the business" " Holidays can't be used"
The significance of the specialist term: " Final interpretation" owned by the business belongs to a typical no-trade clause. The so-called " company
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reserves the final interpretation" is obviously beneficial to the the interests of one side who made the contract, but deprives the interests of one party who accepted standard form contract. Though a lot of prepaid coupons restrict on 'holiday' use, but there is no clear 'holidays' a specific date, it should be understood as legal holidays.

But some businesses confuse the concept of " holidays" and " legal holidays". " Women's Day", " Youth Day", " Tanabata Festival and other festivals, as well as foreign" Christmas "," Valentine "," Splash" should not be included. Business use restrictions on legal holidays other than the festival, they should be on coupons coupon surface indicate, it is best to also clearly indicate the date of the " foreign holiday. To summarize, these specialist terms will bring the business more profit, so they would like to write this term in the format contract.

On the other hand , the benefit of consumers is badly hurt by these terms, which means that the consumers may pay much more money than they wills and waste the opportunity of using the Coupon indefinitely. III. The validity of two contractual terms in the contract Example1: " minimum consumption" The validity of the term: The specialist term " minimum consumption" is unreasonable. Consumers have the rights to choose where to consume or how much to consume.

In this sense, the establishment of " minimum consumption" is illegal, it violates freedom choice of consumers and fair trading rights. Consumers have the right to choose who provides goods or services operators, to choose the types of products or services, to decide independently to buy or not buy any kind of goods, to accept or not accept any other service, but <https://assignbuster.com/legal-and-regulatory-framework/>

also the right to refuse compulsory transaction of the operators . Example2: " Final interpretation is owned by the business" The validity of the term: This specialist term belongs to a typical no-trade clause.

This is to the understanding of a clause of the format of dispute, the businessman easily misleads consumers, puts forward the interpretation of the unfavorable to consumers. Task B Legal position: The seller of barrels: Mr. Jackson The consumer: Ms. Charman II. In accordance with Act12. Implied terms about title, etc. (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied condition on the part of the seller that in the case of a sale he has the right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass. 2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied warranty that- (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and (b) the buyer will enjoy quiet possession of the goods except so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known. 3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have. (4) In a contract to which subsection (3) above applies there is an implied warranty that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made. 5) In a contract to which subsection (3) above applies there is also

an implied warranty that none of the following will disturb the buyer's quiet possession of the goods, namely- (a) the seller (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made. (6) [Omitted].

From the implied terms, we can see that Mr Jackson should take the major responsibility, because he did not make barrels from oak. The usage of other materials is a jerry-building behavior, a serious violation of liquor the barrel of the principle of manufacture of oak. In accordance with Act 34. Buyer's right of examining the goods (1) Where goods are delivered to the buyer, and he has not previously examined them, he is not deemed to have accepted them until he has had a reasonable opportunity of examining them for the purpose of ascertaining whether they are in conformity with the contract. (2) Unless otherwise agreed, when the seller tenders delivery of goods to the buyer, he is bound on request to afford the buyer a reasonable opportunity of examining the goods for the purpose of ascertaining whether they are in conformity with the contract. From the case, we can find that Ms. Charman did not examine the barrels until the wine was fermented. So the consumer should carefully check the barrel before purchase. The consumer should take the legal responsibility, because he had not fulfilled the obligations of a buyer's inspection.

In this scenario, Ms Charman told the seller to use oak to do the barrels of wine, because other materials such as wood will affect the taste of wine. But

Mr. Jackson guaranteed that the components he used did not have any questions, so the buyer also acquiesced in his method of making compensation proposed to require the seller, until the wine was out of a problem, the buyer did not do what she should do. She also takes some responsibility to the inspection of the obligations. III.

Implied terms may override express terms in certain circumstances such as where they are implied by statute. Also, this law cares more for the consumer than the seller. So, Ms Charman can use SALE OF GOODS ACT 1979 [England] to protect her rights. In accordance with Act 29. Rules about delivery (1) Whether it is for the buyer to take possession of the goods or for the seller to send them to the buyer is a question depending in each case on the contract, express or implied, between the parties. 2) Apart from any such contract, express or implied, the place of delivery is the seller's place of business if he has one, and if not, his residence; except that, if the contract is for the sale of specific goods, which to the knowledge of the parties when the contract is made are in some other place, then that place is the place of delivery. (3) Where under the contract of sale the seller is bound to send the goods to the buyer, but no time for sending them is fixed, the seller is bound to send them within a reasonable time. 4) Where the goods at the time of sale are in the possession of a third person, there is no delivery by seller to buyer unless and until the third person acknowledges to the buyer that he holds the goods on his behalf; but nothing in this section affects the operation of the issue or transfer of any document of title to goods. (5) Demand or tender of delivery may be treated as ineffectual unless made at a reasonable hour; and what is a reasonable hour is a question of fact. 6)

Unless otherwise agreed, the expenses of and incidental to putting the goods into a deliverable state must be borne by the seller. So the seller should deliver goods in time, the seller should take full responsibility. Mr. Jackson should take all responsibility on Ms Charman, including the wine barrel of money and the loss of money. Ms. Charman compensation must be granted on the basis of the above three pieces of legislation, money should be compensation for the barrel, wine in the barrel, and the loss of part of the fee.