

Acceptance

Acceptance	A final and unconditional agreement to all the terms in the offer. It must be acceptance of the whole offer and must be positive and unqualified.	
How do you accept an offer?	Generally can be in any form, unless the offer states a specific method. Does not have to be in the same format as the way the offer was made. However, acceptance cannot be by silence, there must be some positive act. The offeror can require a specific method of communication of acceptance.	Felthouse v Bindley (1863) Yates v Pulleyn (1975)
When does acceptance take place?	General rule is that acceptance takes place when it is communicated to the offeror.	
	Acceptance by conduct – where the offeree behaves in a specific way which deems the contract to be accepted	Reveille Independent LLC v Anotech International (UK) Ltd (2016)
	Acceptance by post – the postal rules – developed in the 19 th century. The rule only applies to letters of acceptance and not offers and counter offers. The rules are <ol style="list-style-type: none"> 1) The rules only apply if post is the usual or accepted means of communication 2) The letter must be properly addressed and stamped 3) The offeree must be able to prove the letter was posted If the rules apply, acceptance takes place at the moment the letter is properly posted. The rules were set out in Adams v Lindsell (1818)	Adams v Lindsell (1818)
	Electronic methods of communication – the principle (apart from the postal rules) that the offer is accepted when the offeror becomes aware of the acceptance (Entores v Miles Far East (1955)) Out of hours messages are effective when the office has re-opened (Brinkibon Ltd v Stahag Stahl (1983)) Consumer Protection Distance Selling Act (2000) and Consumer Rights Act 2015 give consumers a number of rights. If key information is not given to the consumer then no contract is formed. The regulations apply to telephone, fax, internet shopping, mail order, email and television shopping. Art 11 of the Electronic Commerce (EC Directive) Regulations 2002 states that where a buyer is required to give his/her consent through technical means (e.g. clicking on an icon) the contract is made when the buyer has received an electronic acknowledgement of receipt. Bernuth Lines Ltd v High Seas Shipping Ltd (2006) – raised a lot of questions regarding acceptance by email. This issue was also addressed in Thomas and Gander v BPE Solicitors (2010) – in this case 6pm was seen as normal working hours and the courts said the email could have been read on a portable device. The courts said each case must be looked at on the facts and the general business practises of the sector.	Entores v Miles Far East (1955) Brinkibon Ltd v Stahag Stahl (1983) Bernuth Lines Ltd v High Seas Shipping Ltd (2006) Thomas and Gander v BPE Solicitors (2010)