IN THE COURT OF APPEAL (CIVIL DIVISION)

***Richard* v *Amazing.co.uk***

On 21st January 2007, Amazing.co.uk advertised an 8GB Apricot iToy mp3 player for £109, with free delivery. Realising this was considerably below that offered elsewhere, Richard rushed to buy one online. After submitting his personal and credit card details, he immediately received an automated confirmatory email stating *"Thank you for shopping at Amazing.co.uk! Please review the terms and conditions on our website. These govern this contract which are provided for your reference. Please print these off and keep them in a safe place. You should also be aware that you have a right to cancel this contract if you wish within seven working days."*

The following day, Richard was dismayed to receive the following email from Amazing.co.uk Customer Service:

*"We are writing to inform you that the price of the 8GB Apricot iToy mp3 player was unfortunately incorrect at the time of placing your order. Despite our best efforts, with the millions of items available on our website, pricing errors can occasionally occur. In our Pricing and Availability Policy on our website we state that where an item's correct price is higher than our stated price, we will cancel the order and notify you of the cancellation. Please be advised that we will be cancelling your order for the 8GB Apricot iToy mp3 player."*

The following day, Richard purchased an 8GB Apricot iToy mp3 player for £189 from his local branch of Bransons, a nationwide electrical goods supplier. Richard then brought an action against Amazing.co.uk, claiming the £80 difference between the price offered by Amazing.co.uk and the price he had paid.

Pickles J found the following facts:

1. Amazing.co.uk had at no point deducted any sum of money from Richard's credit card.
2. In January 2007, Amazing.co.uk had been running an advertising campaign promoting their "Super Saver Sale." This only applied, however, to CDs and DVDs.
3. In January 2007, the RRP of the 8GB Apricot iToy mp3 player was £189.
4. The final sentence in Amazing.co.uk's terms and conditions on their website stated that *"No contract will subsist between you and Amazing.co.uk for the sale by it to you of any product unless and until Amazing.co.uk accepts your order by email confirming that it has dispatched your product."*

Pickles J found for the defendant, Amazing.co.uk on the following grounds:

1. No contract had existed as acceptance of Richard's offer would only have taken place when the product had been dispatched, as stated on Amazing.co.uk's website.
2. Even if a contract had existed, the price shown was clearly wrong and therefore the defence of unilateral mistake would have vitiated any agreement made.

Richard now appeals to the Court of Appeal on the following grounds:

1. A contract was formed at the moment when Richard received his automated confirmatory email.
2. During Amazing.co.uk's "Super Saver Sale", it was not unreasonable for Richard to assume that the advertised price of £109 was genuine, and that there was, in fact, an intention to create legal relations.