**Liability for defective software**

*Describing the issues as they relate specifically to a project to create a todo application.*

The liability for defective software doesn’t really apply when developing a to-do application. This is because even if the software we create whist developing this application is defective, it doesn’t cause any deaths or personal injury. This would be more relevant when for instance buying a motorcar, as a software defect may lead to the death of a customer. However, we must still ensure that our software does what it claims to do and doesn’t have too many bugs to be useable.

In addition, the sale of our application will be treated as a consumer sale, this is because we intend for our application to be used by private individuals, and the good we are supplying are of an ordinary type intended for private use. In a consumer sale, the requirements of the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982 cannot be excluded. The most important requirement of the Sale of Goods Act in the context of software is that goods old must be fit for the purpose for which such goods are commonly supply. For example, if we claim that our application isn’t just a basic to-do application, then we must prove this by adding other features, which distinguishes it from a basic application. However, software is intangible, it has never been satisfactorily decided whether or not it comes under the definition of ‘goods’ and hence it is not clear whether the Sale of Goods Act 1979 applies to the sale of software.