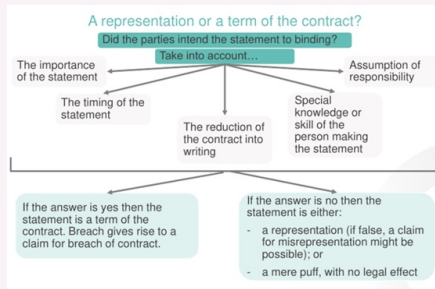


### TERM OR REPRESENTATION



### IMPLIED TERMS

Implied in fact: to give effect to the presumed but unexpressed intentions of the parties

Implied in law: where courts/stature require this, regardless of intention

### Terms Implied in Fact

**Trade/Professional Customs** Terms implied on grounds of custom, implied that parties intended to be bound by well-known customs of particular trade

**Course of Dealing** Terms implied where parties have dealt with each other consistently and in a regular pattern over long period of time

**Business Efficacy** Term implied if, without it, arrangement would be so unworkable that sensible people could not be supposed to have entered into it

### Terms Implied in Law

At Common Law	Implied by courts to give legal duties	E.g. landlord-tenant relationship
By Statute: SGA 1979	Seller has right to sell goods and goods should: correspond with description, be of satisfactory quality, be fit for purpose and bulk sale should correspond with sample and be free from defects	Breach = condition Subject to 15A (minor breach treated as warranty) Exclusion/limitation subject to UCTA reasonableness test
By Statute: SGSA	Transfer of goods: title, quality, description, sample - same as SGA	Breach = condition (minor breach treated as warranty) Exclusion/limitation subject to UCTA reasonableness test
	Hire of goods: right to transfer, description of hire, quality, and hire by sample - same as SGA	Breach = condition (minor breach treated as warranty) Exclusion/limitation subject to UCTA reasonableness test



### Terms Implied in Law (cont)

Supply of services: reasonable care & skill; reasonable time of performance; payment of reasonable charge

Breach = innominate term

Exclusion/limitation subject to UCTA reasonableness test

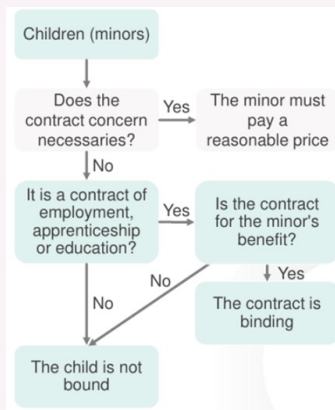
By Statute: CRA 2015

Trade/consumer contracts for goods, digital content, services

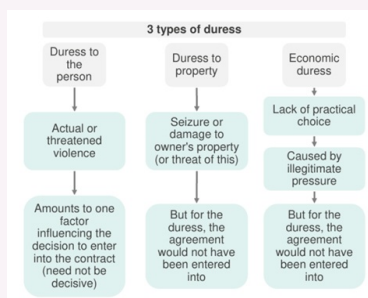
Remedies set out in CRA 2015

Exclusion/limitation subject to fairness test

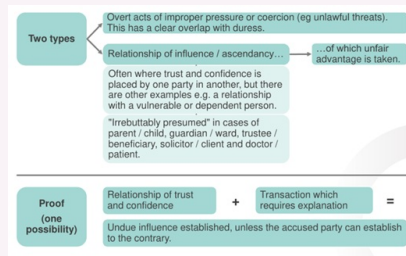
### CAPACITY - CHILDREN



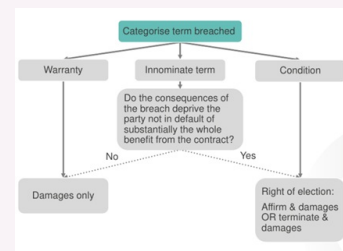
### DURESS



### UNDUE INFLUENCE



### CONDITIONS, WARRANTIES & INNOMINATE TERMS



Does the breach deprive the party not in default of substantially the whole benefit which it was intended that he should obtain from the contract?

### THE EFFECT OF UCTA 1977

