

Contract Law 3 Cheat Sheet by livjharrison via cheatography.com/192137/cs/39957/

A representation or a term of the contract? Did the parties intend the statement to binding? The importance of the statement The timing of the statement The reduction of the contract into writing If the answer is yes then the statement is either: a representation (if false, a claim for misrepresentation might be possible) or

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/- Profes- sional 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)	Exclus ion/li- mit- ation subject to UCTA reason abl- eness test	
By Statute: SGSA	Transfer of goods: title, quality, description, sample - same as SGA	Breach = condition (minor breach treated as warranty)	Exclus ion/li- mit- ation subject to UCTA reason abl- eness 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)	Exclus ion/li- mit- ation subject to UCTA reason abl- eness test	



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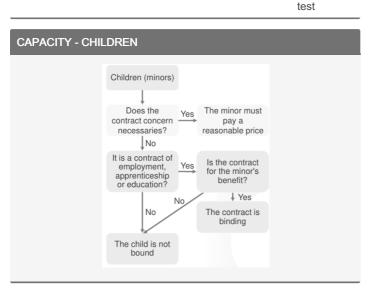
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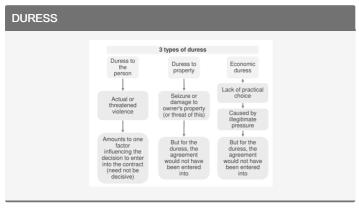
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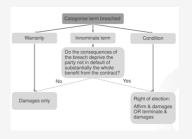
Terms Implied in Law (cont) Supply of services: Breach = Exclusreasonable care & skill; ion/limitinnominate reasonable time of perforterm ation mance; payment of subject to reasonable charge **UCTA** reasonableness test Trade/consumer contracts for Ву Remedies Exclusgoods, digital content, ion/limit-Statute: set out in CRA 2015 CRA services ation 2015 subject to fairness



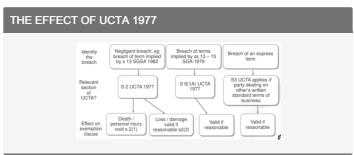


Two types Overt acts of improper pressure or coercion (eg unlawful threats). This has a clear overlap with duress. Relationship of influence / ascendancy... Ot which untair advantage is taken. Often where trust and confidence is placed by one party in another, but there are other examples e.g. a relationship with a vulnerable or dependent person. "Irrebuttably presumed" in cases of parent / child, guardian / ward, furstee / beneficiary, solicitor / client and doctor / pallent. Proof (one possibility) Relationship of trust and confidence Undue influence established, unless the accused party can establish to the contrary.

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?





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