



**Course: Contract Law Course**

**Course type: Private lessons, Group lessons**

Les No	Content / Syllabus	Duration
1	The importance of Contract Law. The vital role that contract law plays in modern democratic society and examples of the type of legal problems which it solves. The history and development of contract law. The history of modern contract law from its origins in ancient Rome through the Middle Ages and how this development impacts upon the practice of contract law in the 21 <sup>st</sup> -century. The five essential legal requirements to form a contract – offer and acceptance, consideration, intention to create a contract, and capacity of the parties to contract.	45:00
2	Offer in contract law. The first of the 5 requirements to form a contract, what constitutes an offer, how an offer is made, and who it can be directed to. Acceptance in contract law. The second requirement of contract formation, acceptance of the offer and deals with what is acceptance, and the technical legal rules of acceptance. Intention to create contractual obligations between the parties and Capacity to contract. The requirement that the parties to a contract must intend to be bound by it. 'Meeting of minds' - how and when this occurs and what it means.	45:00
3	Consideration in contract law. What can amount to 'something of commercial value' which must be included in a contract when it is made. Different types of 'consideration' and also what is not acceptable 'consideration' for the contract. Privity of Contract Pt 1. The legal doctrine of 'Privity', whereby the contract can only provide benefits and obligations between the two parties, and can only be enforced by the parties to the contract. Privity of Contract Pt 2. Exceptions to the general rules of 'Privity of contract' in relation to benefits given to 3 <sup>rd</sup> parties and modern legislation on this topic.	45:00
4	Remedies Pt 1. The main types of remedies which can be obtained from a court for breach of contract. Remedies Pt 2. The remedies available from a Common Law court under the law of Equity, and the types of court orders which are available to the non-breaching party in a contract dispute. Mistake in Contract Law Pt 1. 'Mistake' in contract law and the legal effects which 'Unilateral mistakes', 'Fundamental mistakes' and 'Mutual mistakes' have on the validity of a contract.	45:00
5	Mistake in Contract Law Pt 2. 'Common Mistake' - the rules and limitations of this legal doctrine. Impossible contracts. The situation when the contract is impossible to perform. What are the obligations of the parties and what is the legal position? Frustration of Contracts. The situation when the reason or purpose of the contracts changes or disappears. Are the parties still bound by the contract?	45:00
6	Force Majeure Clauses. 'Overwhelming force', which prevents the parties from performing the contract. What can constitute 'Force Majeure' and the different ways it can affect the obligations of the contract parties. Exclusion and Limitation Clauses. The rules, limits and requirements which allow the parties to reduce their liabilities and responsibilities in a contract. The strict requirements which the law imposes on people trying to avoid their responsibilities, through the use of these clauses in a contract.	45:00
7	Performance of the Contract. The performance of the obligations of the contract. What constitutes 'Performance' and what is the legal position resulting from the performance of the obligations. Part Performance and the legal doctrine of 'Quantum Meruit'. The doctrines of the law of Equity relating to the situation where a contract is only partially performed. What remedies are available to the party who has completed some, but not all, of the work or obligations in a contract? Unjust enrichment, quasi-contracts and Equitable relief in Contract Law. The other doctrines under the law of equity relating to remedies for parties who perform obligations when, for some legal technicality, there is either a problem with the contract, or no contract exists.	45:00
8	Express and implied terms. The obligations and duties in contracts, both those which are written in the contract and those which are not written but are implied into the contract by law. The objective test of existence of contracts. The law relating to the tests which law courts will use to decide if a contract exists.	45:00
9	The Law of agency Pt. 1 – Master/servant relationships. What is 'Agency' and the different legal rights and obligations of the employer/master and employee/servant, and how this affects their contracts and obligations with third parties. The Law of agency Pt. 2 – How agency can come into existence. The different types of agency, the different ways these can come into existence and the differing rights which they give third parties	45:00



	against the principals/masters and agents. The Law of agency Pt. 3 – Liability of the Parties and Rules against agents self-dealing. The differing obligations of masters/employers and agents/employees resulting from different types of agency and the rules against agents taking opportunities for profit from their principals.	
10	Promissory estoppel, unjust enrichment, restitution and moral obligation. Rules of the Law of Equity relating to Contracts and evidence affecting contracts which allow Common law courts to make awards which are fair to the parties when formal contracts may not exist. Parol evidence rule. The complex legal rules relating to what verbal evidence and other information can be provided to court to challenge the wording of a written contract.	45:00
11	Misrepresentation Pt. 1 – The effect of Misrepresentation. The legal position which exists when one party has been misled into entering into a contract. The legal effect of misrepresenting or providing false information to the other party to the contract. The effect of misrepresentation on the rights and obligations of the parties to the contract. Misrepresentation Pt. 2 – Inducement, Fraud, Remedies for misrepresentation. Different types of misrepresentation and the different legal effects including the different remedies which are available to the misled party. The effect of fraud, duress, illegality of purpose Pt. 1 – Undue Influence and Duress. The legal definitions and effect of Fraud, Duress, and Illegality of purpose. Their effects on the validity of contracts and the different contract law remedies available to the injured parties.	45:00
12	The effect of fraud, duress, illegality of purpose Pt. 2 – Incapacity, Illegality and Unconscionability. The legal definitions and effect of Incapacity, Illegality and Unconscionability. Their effects on the validity of contracts and the different contract law remedies available to the injured parties. Breach and repudiation of contract Pt. 1 – Main types of Breaches and Repudiation. This lesson deals with the most common ways in which contracts are broken and the different remedies available to the non-breaching parties resulting from the breaches. Breach and repudiation of contract Pt. 2 – Anticipatory Brach and ‘Mirror Image’ Repudiation. This lesson deals with the legal position where one party withdraws from the contract before the obligation to perform has arrived. It covers the different rights and remedies available to the non-breaching party.	45:00
13	Mitigation of Loss. The general legal obligation of the non-breaching contract party to take reasonable steps to reduce their financial loss. What does ‘Reasonable’ mean in the circumstances, and some of the leading precedent cases which are applied in common law countries. Remoteness of Damage and Foreseeability of Damage. The legal doctrines of the effects of ‘Remoteness of damage’ and the need for “Foreseeability” in contract law for the injured party to make a claim against the party which failed to perform the contract. Exceptions to the general rules of ‘Foreseeability’.	45:00
14	Standard structure of a commercial contract. The standard structure, layout and sequence of clauses used in commercial contracts around the world. The meaning and use of some of the technical clauses which are frequently used in contracts. Assignment, Delegation and Novation. The contracting parties rights to assign the benefits, or delegate the duties, of a contract to 3 <sup>rd</sup> parties and includes the situation when new agreements, ‘Novations’ are entered into by the 3 <sup>rd</sup> parties.	45:00
15	E-Commerce: Shrink-wrap contracts, online contracts. The legal questions raised by contracts made over the Internet and deals with the legal position of the three most common types of computer contracts: Shrink-wrap contracts, Browse-wrap contracts, and Click-through contracts, including some of the leading recent precedent cases in Common law jurisdictions. Contracts which must be in writing. The types of contracts which must be in writing to be enforceable and the parties’ differing legal positions when they are not in writing, including the exceptions to the rules of enforceability. Judicial rules of interpretation of contracts. The many differing rules of judicial interpretation of the wording of written contracts.	45:00