

CONTRACT LAW

Formation of a contract

Watch the video and answer the questions:

<http://www.youtube.com/watch?v=s6-iXSJTKRA>

1. A contract may be defined as an agreement between two or more parties that is intended to be legally binding. The first requisite of any contract is an agreement consisting of four elements that are
2. **OFFER** is party's to enter into a contract with another party, under certain terms
3. **ACCEPTANCE** is a to the offeror that his offer is agreed to.
4. **INTENTION** – parties of a contract must have that the agreement was legally
5. **CONSIDERATION** – is based on detriment and of both parties if the contract was to be performed or ceased

Read the text and answer the questions:

If in his reply to an offer, the offeree introduces a new term or varies the terms of the offer, then that reply cannot amount to an acceptance. Instead, the reply is treated as a "counter offer", which the original offeror is free to accept or reject. A counter-offer also amounts to a rejection of the original offer which cannot then be subsequently accepted.

The mere fact of agreement alone does not make a contract. Both parties to the contract must provide consideration if they wish to sue on the contract. This means that each side must promise to give or do something for the other. For example, if one party, A (the promisor) promises to mow the lawn of another, B (the promisee), A's promise will only be enforceable by B as a contract if B has provided consideration. The consideration from B might normally take the form of a payment of money but could consist of some other service to which A might agree. Further, the promise of a money payment or service in the future is just as sufficient a consideration as payment itself or the actual rendering of the service. Thus the promisee has to give something in return for the promise of the promisor in order to convert a bare promise made in his favour into a binding contract.

1. Who is offeror?
2. Does counter-offer mean the contract is still binding?
3. What is consideration?

Join the phrases with their Polish equivalent:

REVOCAION	przeniesienie prawa
BINDING	wiążący
ASSIGNMENT	unieważnienie
TERMS OF A CONTRACT	zadośćuczynienie
AWARD DAMAGES	nakaz wykonania zobowiązania
SPECIFIC PERFORMANCE	zwrot
REMEDY	zasądzić odszkodowanie
RESTITUTION	postanowienia umowy

Choose the correct answer:

The claimant was _____ damages of £100,000.
ordered handed awarded granted

An offer can come to an end due to _____ of time. It means that too much time has passed since the offer was made.

conclusion ending lapse disappearance

When a person who makes an offer withdraws it before it can be accepted we can say that the offer has been

_____.
revoked cancelled negated invalidated

Specific _____ is an order from a court that tells a party in breach to carry out his or her obligations under a contract.

action execution performance completion

According to English contract law consideration must be _____, which means that both parties must give or receive something and not just one of them.

reciprocal joint common shared

According to English contract law, acceptance must be _____ and cannot be by silence.

said contributed given communicated

<http://www.cambridgelawstudio.co.uk/test-yourself/exercise-1-contract-law-vocabulary/>

Read the following contract clause. The missing words are in the box below

FROM A CLAUSE DEALING WITH THE DELIVERY OF GOODS

3.1 The seller shall only accept (*) _____ for non-delivery of any item listed on the delivery note and/or damage caused to Goods in (1) _____ if the Customer provides written (2) _____ of any such non-delivery and/ or damage to the Seller within 7 days of (3) _____ of the Goods.

3.2 In the event that the Seller accepts liability under clause 3.1 it shall at its sole option, repair or (4) _____ the Goods concerned which are proved to the Seller's satisfaction to have been lost or damaged (5) _____ to delivery to the Customer.

(*) liability	(A) replace	(B) transit	(C) prior	(D) receipt	(E) notice
---------------	-------------	-------------	-----------	-------------	------------

<http://www.cambridgelawstudio.co.uk/test-yourself/exercise-5-contract-clauses/>

Ćwiczenia na licencji Creative Commons



mgr Anna Nowak

