AN INTRODUCTION TO COMMERCIAL CONTRACT LAW AND LANGUAGE

KAPLAN HAWKSMERE

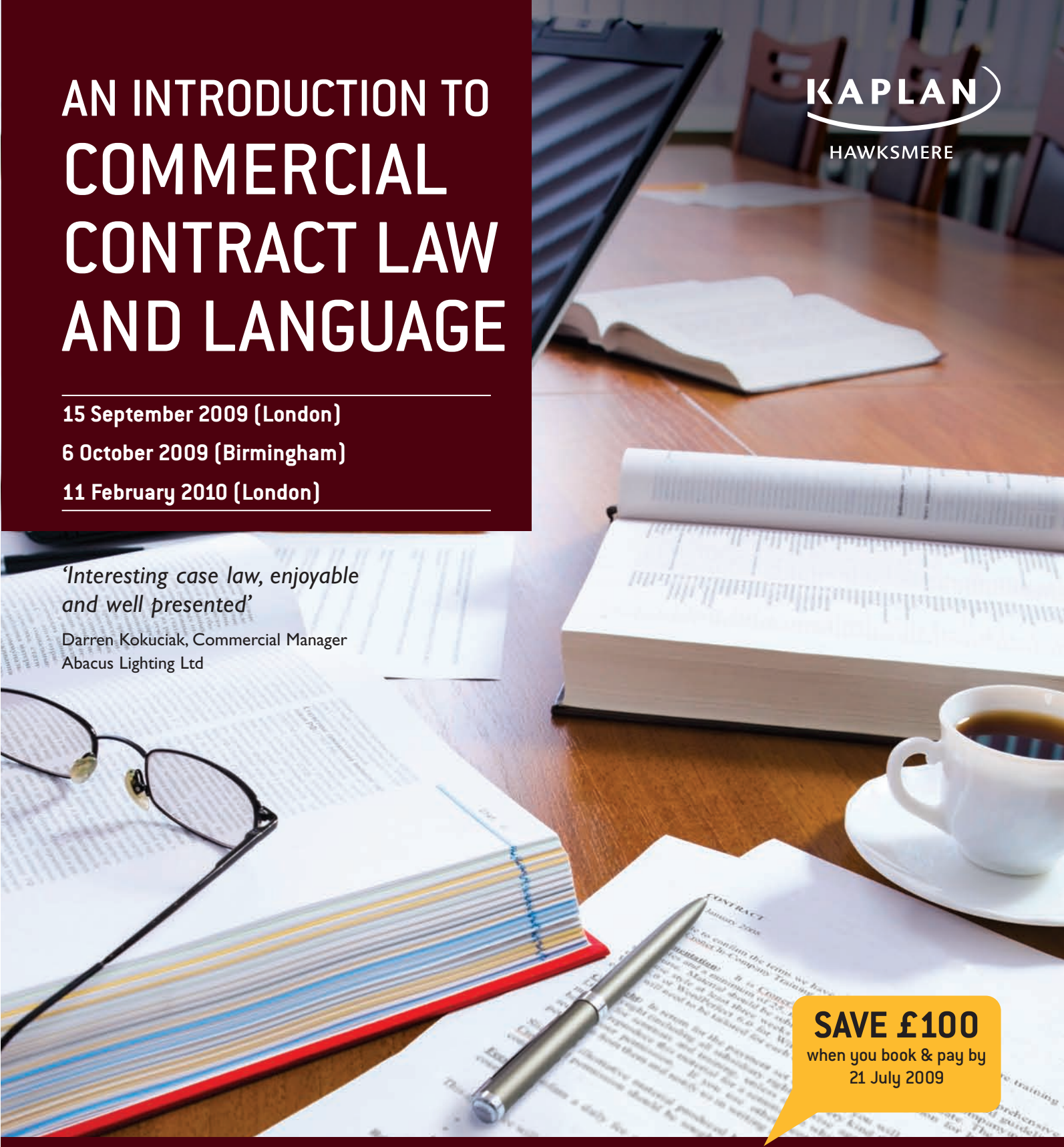
15 September 2009 (London)

6 October 2009 (Birmingham)

11 February 2010 (London)

'Interesting case law, enjoyable and well presented'

Darren Kokuciak, Commercial Manager
Abacus Lighting Ltd



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SEMINAR

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An essential and very practical one-day seminar to help you to protect your own interests, to get the best deal, and to resolve difficulties with customers or suppliers. You will:

- Learn the basic principles of contract law – using plain English, translating the legal jargon into terms of everyday business life
- Understand the problems in performance which may affect your rights or responsibilities under the contract
- Avoid the pitfalls – ensure you know whether and when you have a binding contract and how to avoid unintended liabilities
- Understand the most common terms to be found in all contracts – and their practical implications
- Understand the contractual issues now arising as a result of the economic downturn

An introduction to commercial contract law and language

15 Septe

Seminar presenter

Stephen Ashcroft BEng, MSc (Management), is a business consultant with Brian Farrington Ltd specialising in the role of procurement, contract management and commercial contract negotiation. His previous operational experience was with the British Aerospace international contracts department. The detail of commercial contracts including contract negotiation, the interpretation of contractual terms, disputes and breaches of contract and contract management are key areas of his consultancy experience and expertise. Stephen lectures to a doctorate programme in engineering, and, for over 12 years has presented to many managers in purchasing, sales, contracts and project roles, including the UK Atomic Energy Authority; Standard Life, Vickers Defence Systems; Home Office, Rolls Royce Naval Systems; 3Com, Southwark Council, ScottishPower and many others.

He is co-author of the CIPS course book '*Contracting for the Public Sector*'.

Continuing professional development

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1 Introduction

- Sources of law
- Common law
- Statute law
- The courts
- International, European and English Law

2 Achieving an enforceable agreement

- The four essential ingredients:
  - i) Intention to create a legally binding agreement
  - ii) Certainty
  - iii) Offer and acceptance
  - iv) Valuable consideration
- Intention to be bound
  - do we have a contract?
  - on whose terms?
  - can advertisements and sales literature be binding?
- Certainty of terms
  - the meaning and effects of 'estimates', 'quotations', 'reasonable price', 'subject to contract', 'agreement in principle', 'heads of agreement', 'letter of comfort', 'letter of intent', and other typical contract usages
- Offer and acceptance
  - or only an 'invitation to treat'?
  - forms of acceptance
  - the effects of contradictory sales and purchase forms
- Valuable consideration
  - 'buying' a promise
  - rights of third parties
  - reliance and estoppel
- Writing
  - desirable, or essential?

3 The terms of the contract

- Express and implied terms
  - implied terms – the test of necessity
- Conditions and warranties
  - repudiation or damages?
  - acceptance

'Great introduction/refresher on contract law and surrounding issues'

Paul Stuart, Commercial Director, Readers Digest



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- Specific terms, including:
  - entire agreement clauses
  - quality, fitness, and statutory terms on product liability
  - acceptance clauses
  - time clauses
  - risk and retention of title terms
  - payment; letters of credit
  - exclusion clauses
  - right of audit
  - termination clauses
  - arbitration and alternative dispute resolution clauses
  - choice of law clauses

4 Avoiding the contract

- Mistake
  - when and how a mistake affects a contract
- Misrepresentation
  - innocent, negligent or fraudulent?
- Duress
  - hard bargaining or illegal pressure?
- Frustration
  - force majeure and hardship clauses

5 Breach of contract

- Strict liability
  - the basic rule
- The remedies
  - specific performance
  - repudiation
  - damages
  - problems of assessment
  - mitigation
  - liquidated damages and penalty clauses
  - time limit

'Steve did a good job trying to keep the potentially dull subject matter interesting'

Alex Nuttall, Commercial Officer, BAE Systems– Aerosystems

Why you should attend this seminar

Commerce depends on contracts, particularly in the present economic climate. Every sale of goods or supply of services involves a contract. Some contracts are so straight forward there is no need to worry about the law. But any substantial business deal can immediately raise difficult questions of legal rights and wrongs. Are you bound, for example, by what your representative said? Are you quite sure you have reached agreement on all points? Are the terms clear, and are they what you wanted? Are you liable if your supplier lets you down? These are typical issues. Without a clear understanding of the law, you risk heavy losses.

This programme has therefore been designed to help you deal with customers or suppliers to avoid exposing your company to unintended legal risks. This seminar will explain, simply and clearly, in plain English, the fundamentals of contract law. The rules are illustrated by reference to many decided cases and to a wide range of standard sales and purchase forms.

This is a very practical programme and the participants will undertake relevant case studies – in groups – to ensure the subject is based in the 'real life' of commercial relationships. It will help to ensure that you are better equipped in the future to reach clear agreement with customers or suppliers and thereby avoid potential legal problems. It will also minimise the risk of you unintentionally committing your organisation to unforeseen liabilities, improve your performance in your current role and enhance your career prospects.

Key benefits

1 Learn the basic principles of contract law – using plain English, translating the legal jargon into terms of everyday business life

2 Discuss the significance of some of the most common terms to be found in commercial contracts – highlighting their practical implications

3 Avoid the pitfalls – ensure you know whether and when you have a binding contract and how to avoid unintended liabilities

4 Analyse some of the problems in performance which may affect your rights or responsibilities under the contract – with particular reference to breach of contract and the remedies available to you

Who should attend

- Newly-appointed contracts and commercial executives/managers
- Business development managers
- Sales, purchasing and marketing managers
- Project managers and engineers

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For more information and an initial discussion please call **Gary Mee** direct on **020 7960 5616** or e-mail **gary.mee@hawksmere.co.uk**

Venue:



15 September 2009
and **11 February 2010**

Holiday Inn London Kensington Forum
97 Cromwell Road,
London, SW7 4DN

Tel: 0207 341 3082

Nearest tube: Gloucester Road

Registration and coffee: 9.00-9.30; close 5.00

6 October 2009

Birmingham

5 easy ways to book

Online: you do not need a credit card, simply visit **www.hawksmere.co.uk**

Call Customer Services on **0845 833 3212** (at local rates) quoting your brochure code to make a booking by credit card

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Fees and venue
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If your company is based outside the EU we will require full payment prior to booking you a place on a course. To make a booking and to pay over the phone using a debit or credit card, please telephone our customer services team.

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Upon receipt of your booking form, your place(s) will be confirmed. Any cancellation/transfer must be received in writing. The appropriate charge will apply based on the cost of your booking:

Transfers

Up to 28 days before the event	FREE
27-14 days before the event	10%+VAT
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Please note a delegate can only transfer from the same event twice within 12 months of the original booking. A transfer can only take place once payment has been received.

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A substitute delegate can be named at any time before the programme begins without charge.

Multiple booking discounts
The multiple booking discount only applies to delegates booked at the same time. A third delegate can be booked at a 10% discount (please photocopy the form) and rates for four or more delegates are available on request.

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Brochure code:
Please provide this number when making your booking **10873/**

Event details Please use BLOCK CAPITALS

☐ 15 September 2009 (event code: 27723) ☐ 6 October 2009 (event code: 27901) ☐ 11 February 2010 (event code: 34401)

	Kaplan Hawksmere Member (Member booking at any time)	Early Booking Price (Book and pay before 21 July 2009)	Non-member (Book and pay after 21 July 2009)
1st delegate	£349.50 + VAT - (includes 50% discount)	£599 + VAT - (includes £100 discount)	£699 + VAT
2nd delegate	£349.50 + VAT - (includes 50% discount)	£599 + VAT - (includes £100 discount)	£629.10 + VAT - (includes 10% discount)

Delegate details Please use BLOCK CAPITALS

1st delegate details:

Mr/Mrs/Ms/Dr (Surname) First Name Job Title

Delegate E-mail * Telephone

2nd delegate details:

Mr/Mrs/Ms/Dr (Surname) First Name Job Title

Delegate E-mail * Telephone

***To enable us to confirm your booking as efficiently as possible please supply us with your e-mail address**

Invoice address NB: Invoice will be sent to this address and each delegate will receive joining instructions

Mr/Mrs/Ms/Dr (Surname) First Name Job title

Organisation Name and Address

Business type Postcode

Contact E-mail

Training Manager

No. of employees: ☐ under 10 ☐ 10-50 ☐ 51-100 ☐ 101-500 ☐ 501-1000 ☐ over 1000

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Invoice/payment details

NB: Payment must be made in Pounds Sterling. *Please note that payment is required in advance of the event. Kaplan Hawksmere reserves the right to refuse admission if payment is not received.* ***If you are sending a purchase order kindly attach a copy of this booking form.***

Kaplan Hawksmere Member price:	☐ 1 delegate: £349.50 + VAT = £401.93	☐ 2 delegates: £699 + VAT = £803.85
Early booking price:	☐ 1 delegate: £599.00 + VAT = £688.85	☐ 2 delegates: £1198.00 + VAT = £1,377.70
Non-member price:	☐ 1 delegate: £699 + VAT = £803.85	☐ 2 delegates: £1,328.10 + VAT = £1,527.32

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☐ Kaplan Hawksmere to invoice my organisation Purchase Order No: _____

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