Contents

	D
Preface	Page
Table of Cases	xvii
Table of Statutes	AVII li
Table of Statutory Instruments	lix
Table of European Community Legislation	lxiii
Tuble of European Community Degistation	IXIII
Part I: Supply of Goods and Services	Para
1 Basic principles	
A LU Farmo at the t	
Introduction and appropriate and a series are a series of the series and the series are a series of the ser	1-1
E CONTRACTOR CONTRACTO	
Basic rationale of the UCTA	1–2
The test of reasonableness under the UCTA	1–3
General effects of the UCTA	1-4
A detailed analysis of the UCTA	1-5
Party protected by UCTA: any party: category of contract:	
all contracts	1-5.1
Party protected by UCTA: any party: category of contract: all business contracts	1 50
Party protected by UCTA: consumers: category of contract:	1-5.2
all business contracts	1-5.3
Party protected by UCTA: non-consumers contracting on	1-5.5
other party's standard terms and conditions: category of	
contract: all business contracts	1-5.4
Party protected by UCTA: non-consumers not contracting on other	1-3.7
party's standard terms and conditions: category of contract:	
all business contracts	1-5.5
Party protected by UCTA: any party: category of contract:	1 0.0
all contracts for sale or hire purchase of goods:	
subject matter of contract: all goods	1-5.6
Party protected by UCTA: consumers: category of contract:	
business contracts for sale or hire purchase of goods:	
subject matter of contract: consumer goods	1-5.7
Party protected by UCTA: persons not dealing as consumers:	
category of contract: all contracts for the sale or hire	
purchase of goods: subject matter of contract: all goods	1-5.8

3-3 3-4 3-5

4-3

3 Standard conditions for the supply of services

Introduction	
Precedent 3.1	
Precedent 3.2	
Precedent 3.3	
Precedent 3.4	
Precedent 3.1	Maintenance services agreement
Precedent 3.2	Terms and conditions for supply of consultancy and testing services
Precedent 3.3	Agreement for supply of professional services
Precedent 3.4	Agreement for design, development, testing and supply of a custom integrated circuit chip

4 Standard conditions for the supply of a system

Introduction

2-1

2-2

Precedent 4.1	
Precedent 4.2	
Precedent 4.1	Standard definition study contract relating to the
	design and specification of a system
Precedent 4.2	Contract for the supply, installation and commissioning
	of a system made and a system made

Party protected by UCTA: all parties: category of contract:	
contracts for the barter of goods and for the supply of labour	
and materials: subject matter of contract: all goods	1-5.9
Party protected by UCTA: all parties: category of contract:	
business contracts for the hire, rental, lease or bailment	
of goods: subject matter of contract: all goods	1 - 5.10
Party protected by UCTA: consumers: category of contract:	
business contracts for the barter of goods, for the supply of	
labour and materials, and for the hire, lease, rental or bailment	
of goods: subject matter of contract: all goods	1 - 5.11
Party protected by UCTA: non-consumers; category of contract:	
business contracts for the barter of goods, for the supply of	
labour and materials, and for the hire, lease, rental or bailment	
of goods: subject matter of contract: all goods	1-5.12
Treatment of contracts with a foreign element	1–6
General considerations relating to the law of contract	1-7
EC law considerations	1-8
General Product Safety Directive (2001/05)	1-8.1
Unfair Contract Terms Directive	1-8.2
Definition of "unfair term" under the 1999 Regulations	1-8.2.1
Definition of "plain intelligible language"	1-8.2.2
Case law under the 1994 and 1999 Regulations	1-8.2.3
Differences in scope between the 1977 Act and the 1999	
Regulations	1-8.2.4
Contracts Negotiated Away From Business Premises Directive	1-8.3
Distance Contracts Directive	1-8.4
Guarantee Directive	1-8.5
Electronic Commerce Directive	1-8.6
Unfair Commercial Practices Directive	1-8.7
Consumer Rights Directive	1-8.8
General provisions of the Directive	1-8.8.1
Information to be provided to consumers under the regimes) 0.0.1
for off-premises and distance contracts	1-8.8.2
Formal requirements of the regime for off-premises contracts	1-8.8.3
Formal requirements of the regime for distance contracts	1-8.8.4
Consumer's withdrawal rights from off-premises and	1 0.0.4
distance contracts	1-8.8.5
Consumer protection under other contracts	1-8.8.6
Other consumer rights	1-8.8.7
Construction of commercial contracts	1-0.6.7
Appendix 1 Comparison of the two tests	1-9
Appendix 2 Overlap between Directive/Regulations and UCTA	
- pperson = Orelian Delian Directive Regulations and OCIA	

Standard conditions for the supply of goods to business customers

Incorporation of standard conditions in the contract

Introduction

CONTENTS

Standard conditions for the supply of goods and services to consumers	8 Standard distribution agreements
Introduction 5–1	Introduction 8—
Electronic Commerce Directive 5–2	Precedent 8.1
Precedent 5.1 5–3	Precedent 8.2
Precedent 5.2 5–4	Precedent 8.3
Precedent 5.3 5–5	Precedent 8.4
Off-Premises Directive 5–6	Precedent 8.1 Standard long form distribution agreement
Distance Contracts Directive 5–7	Precedent 8.2 Standard form distribution agreement for use in the EU
Precedent 5.1 Consumer guarantees	Precedent 8.3 Selective distribution agreement
Precedent 5.2 Purchase order for consumer goods	Precedent 8.4 Authorised retailer agreement
Precedent 5.3 Agreement for the supply of work and material to	110000000000000000000000000000000000000
	Part III: Mergers and Acquisitions
Precedent 5.4 Specimen cancellation notice	
	9 Basic principles
Appendix 1 Terms referred to in art.3(3) of Directive 93/13	The Table 1 and 1
Appendix 2 Cancellation procedure under the Off-Premises	Introduction 9–
Regulations Control of the state of the stat	The phases in the implementation of a merger or acquisition 9—
Appendix 3 Prescribed items of information and cancellation	The balance between warranties, disclosures and due diligence 9–
procedure under the Distance Contract Regulations	Competition law considerations 9–
Appendix 4 The Consumer Rights Directive	Acquisitions where the seller retains a minority stake 9–
In the American J. Dist. the time	Use of the precedents 9–
art II: Agency and Distribution	5
Basic principles	10 Share acquisitions
Dasic principles	
Introduction 6–1	Introduction 10-
Definition of agency	Precedent 10.1
European Commission Guidelines of agency agreements	Precedent 10.2
Circumstances where agency agreements are affected by art.101	Precedent 10.3
of the TFEU	Precedent 10.1 Heads of agreement for share sale
European Council Directive on Self-Employed Commercial Agents 6–5	Precedent 10.2 Share sale agreement
Definition of "distributor" 6–6	Precedent 10.3 Short form disclosure letter
Distribution under EC competition law 6–7	
Selective distribution and EC competition law 6–8	11 Asset acquisitions
Current Commission Policy under EU competition law 6–8 6–9	
	Introduction 11–
	Clause 1 11–
Agency and UK competition law 6–11 Income and corporation tax in relation to non-resident principals 6–12	Clause 2
	Clause 3
United Kingdom value added tax and agency agreements 6–13	Clause 4
United Kingdom value added tax and distribution agreements 6–14	Clause 5
Standard agency agreements	Clause 6
Standard agency agreements	Service provision changes 11–7.
Precedent 7.1 Propose a foreign a file of the first of the first of the file o	The duty to inform and consult 11–7.
A Section of the sect	The application of the Regulations 11–7.
	Liabilities transferred under the Regulations 11–7.
Precedent 7.1 Short form agency agreement	Liability under the Regulations for employees dismissed as a
Precedent 7.2 Long form agency agreement	result of a transfer of undertaking 11–7.

Redundanc	y upon a transfer under the Regulations	11–7.6	13	Confidentiality agreements	
Employees	who are not part of the transfer	11–7.7			
Employees	who refuse to transfer with the undertaking	11–7.8		Introduction of the supposed oxygend a supposed oxygen as	13-1
Notification	n of employee information	11-7.9		Basic principles of confidentiality	13-2
Clause 7 and So		11–8		The concept of public domain	13-3
Clause 8		11–9		The springboard doctrine	13-4
Clause 9		11–10		Commercial confidentiality obligations and restraint of trade	13-5
Clause 10		11–11		Commercial confidentiality obligations and other competition law	
Clause 11		11–12		considerations	13-6
Clause 12		11–13		The enforcement of confidentiality obligations	13-7
Clause 13		11–14		Express documentation	13-8
Clause 14		11–15		Freedom of information	13-9
Clause 15		11–16		Special considerations relating to commercial information	13-10
The Schedules		11–17		Precedent 13.1	13-11
Precedent 11.1	Business transfer agreement			Precedent 13.2	13-12
Trecedent 11.1	Dusiness transfer agreement			Precedent 13.3	13-13
Part IV: Other Co.	mmercial Agreements			Precedent 13.4 mound by a larger allows and the second sec	13-14
Tart I (Total Co		and the second second		Precedent 13.1 Long form confidentiality agreement	
12 Joint ventures				Precedent 13.2 Short form confidentiality agreement	
		1 1 10		Precedent 13.3 Mutual confidentiality undertaking	
Introduction		12–1	l d	Precedent 13.4 Unilateral confidentiality undertaking	
	of minority protection rights	12–2	100) Treedent 15.4 Chilateral confidentiality undertaking	
	icles of a joint venture company	12–3	16 14	Employment contracts	
Taxation issues		12–4	0 11	Employment contracts	
Precedent 12.1		12–5		Introduction	14-1
Precedent 12.2		12–6		The contract of employment	14-2
Precedent 12.3		12-7		Confidential information and intellectual property rights	14-3
Precedent 12.4		12-8		Covenants restricting an employee's right to compete	14-4
Precedent 12.5		12-9		Precedent 14.1	14-5
Precedent 12.6		12-10		Precedent 14.2	14-6
Precedent 12.7		12–11		Precedent 14.3	14-7
Precedent 12.8		12–12		Precedent 14.4	14-8
Precedent 12.1	Heads of agreement for a joint venture	West and the second		Precedent 14.1 Executive service contract	
Precedent 12.2	Joint venture and earnout agreement	the time of the state of the st		Precedent 14.2 Written statement of terms of employment	
Precedent 12.3	Detailed decision-making process and minor	ity		Precedent 14.3 Specimen clauses for employment contracts	
Trecedent 12.5	rights protection in a joint venture company			Precedent 14.4 Consultant's confidentiality clauses	
	in agreement between the two major shareho			Trecedent 14.1 Consultant 5 Confidentiality Consultant	
	the joint venture company		15	Teaming agreements	
Precedent 12.4	Withdrawal in joint venture company with m	ore than two			
1 recedent 12.4	shareholders	ore than two		Introduction	15-1
Precedent 12.5	Withdrawal in joint venture company with or	aly two		The Competition Act 1998	15-2
riccdent 12.3	shareholders	ny two		The regulatory framework	15-2.
Precedent 12.6	Termination for change of control and other	material defaults		Substantive principles	15-2.2
r recedent 12.0	and resolution of deadlock	material defaults		Application of the Competition Act to teaming agreements	15-3
Precedent 12.7	Variation of articles			The Enterprise Act 2002 and the cartel offence	15-4
	Power of Class A shareholder to appoint dire	etors		The Enterprise Act 2002 and competition disqualification orders	15-
Precedent 12.8 Appendix 1	Joint venture checklist	21015		Precedent 15.1	15-0
ADDCHUX	JOHN VEHILLE CHECKHSI				

16

	mic Interest Grouping ("EEIG")	15–7		etter agreement for goods sold on consignment	
Precedent 15.1	Teaming agreement			a limited company	
Appendix 1	European Economic Interest Grouping ("EEIG")			greement to purchase work in progress	
				hort form simple retention of title clause	
Securities for de	ebts			ong form simple retention of title clause	
		The same of the sa		all-monies retention of title clause	
Introduction		16–1		ayment clause for use with retention of title clauses	
		16–2		imple set-off clause	
Liens		16–3	Precedent 16.11 G	Group set-off clause	
Pledge		16-4			
Mortgages		16–5 17	Dispute resolution	and settlement agreements	
Charges		16–6			
Registration of m	nortgages and charges	16–7	Introduction		17-1
Registration	of charges over real property	16-7.1	Settlement agreemen	nts	17-2
Registration	of charges by companies	16–7.2	Dispute resolution b	by negotiation	17-3
The Firs	st Regime and the Second Regime 10	5–7.2.1	Settlement by an exp	pert	17-4
Charges	s requiring registration under the First Regime 10	5–7.2.2	Arbitration		17-5
		5-7.2.3	Scheme for construc	ction contracts	17-6
	그는 그녀를 하는 것이 하나 하나 하나 하나 하는 것이 되는 아이들이 되었다. 그렇게 하는 그를 하는 것이 하는 것이 없는 것이 없다.	5-7.2.4	Resolution through	the courts	17-7
		16-7.3	Payment of interest		17-8
	ation of charges in registries other than the	JI B	Precedent 17.1 Se	ettlement agreement	
		5-7.3.1	Precedent 17.2 R	lelease agreement	
	al Collateral Arrangements (No.2) Regulations	14 413	Precedent 17.3 D	Dispute escalation clause	
		5-7.3.2		Mediation clause	
	·	16-7.4		Alternative dispute resolution clause	
	of third parties in regard to registration under the			expert clause	
		16-7.5		hort form arbitration clauses	
		5-7.5.1		tandard form arbitration clause	
	arty rights in relation to a transfer for value of			ong form arbitration clause under UNCITRAL rules	
		5-7.5.2		nterest clause	
	arty rights in relation to a transfer for value of	5-7.3.2			
		5-7.5.3	Technology licensin	ng agreements	
	arty rights in relation to a transfer for value of	J-7.5.5			
		5–7.5.4	Introduction		18-1
	arty rights in relation to a transfer for value of	5-7.3.4	EC competition law		
	그리는 사람들은 아프라이어는 그는 그 아프라이어 아이들이 얼마나 가장 그렇게 되었다. 그리고 아이들은 그 그리고 아이들이 아니는 아이들이 아니는 아이들이 되었다.	5-7.5.5	Introduction		18-2.
		5-7.5.5	The current pos	sition	18-2.2
	arty rights in relation to a transfer for value of	751	The new draft re		18-2.3
		5–7.5.6		der UK competition law	18–3
	of third parties in regard to registration under the	16.76	Commentary on the		18-4
		16–7.6		Manufacturing licence between non-competitors	10
Retention of title	clauses	16–8		aking advantage of Regulation EC/772/2004	
Set-off		16–9	ta	aking advantage of Regulation Ee///2/2004	
The precedents	A second contract of the second contract of t	16–10 Ina	or		89
Precedent 16.1	Short form undertaking to procure performance	Ind			0,7,
less us a server of the	by subsidiary				
Precedent 16.2	Short form guarantee				
Precedent 16.3	Long form guarantee of trade debtor				