



## Exemption Clauses in Commercial and Consumer Contracts

This is an intensive one-day course which examines the legal theory and practice of those contract clauses which attempt to restrict or exclude the liability one party may have to the other if it breaches the contract.

### The programme

This one-day course has been designed for those who are conversant with of the law of contract. The programme examines:

- The provisions of the Unfair Contract Terms Act 1977 in both England and Scotland.
- Unfair Terms in Consumer Contracts Regulations 1999
- Misrepresentation Act 1967.
- Remoteness of damage under the Rule in Hadley v Baxendale
- "Entire Agreement Clauses"
- Recent case law on exemption clauses
- The requirement of reasonableness under the 1977 legislation including the 2008 decision of the Court of Appeal in England in Regus v Epcot Solutions.
- Contract drafting guidelines

### Who should attend?

- Solicitors and other lawyers involved in commercial and consumer contracts.
- In-house legal personnel providing guidance on commercial and consumer contracts
- Legal assistants, contract managers and procurement personnel concerned in negotiating, letting, or managing commercial and consumer contracts with suppliers or customers

### Benefits of Attending

- Understand the legal principles underlying exemption clauses in commercial and consumer contracts
- Gain an understanding of the latest case law in relation to exemption clauses
- Avoid exposing your clients or organization to unintended and potentially costly legal risks
- Deal more confidently with exemption clauses
- Draft better contracts

Power Seminars

Tel 0141 427 0735 Fax 0141 427 2020

[www.powerseminars.co.uk](http://www.powerseminars.co.uk) e-mail [ej@powerseminars.co.uk](mailto:ej@powerseminars.co.uk)

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