

Professional English in Use: Law

Cambridge

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Section 1: The Legal System

- Legal systems
 - The structure of the law
 - In the legal system in the United Kingdom, there are distinctions between civil law and criminal law
 - Public law relates to the state and conflicts between the individual and the state
 - Private law is concerned with the relationships between legal persons, such as individuals and corporations
 - Criminal law deals with forms of conduct for which the state reserves punishment
 - Civil law concerns relationships between private persons, their rights, and their duties
 - Substantive law creates, defines, or regulates rights, liabilities, and duties in all areas of law
 - The constitution
 - In the UK, the head of state is the monarch
 - Westminster Parliament has two chambers: the House of Lords and the House of Commons
 - The House of Lords has the majority of its members appointed with a minority elected
 - The House of Commons is an elected body of members
 - There is no written constitution, but constitutional law consists of statute law, common law, and constitutional law
 - Jurisdiction
 - In the UK there are four countries and three distinct jurisdictions
 - England, Wales, Scotland, Northern Ireland
 - All four share legislature in the Westminster Parliament
 - Each has its own hierarchy of courts, legal rules, and legal profession
- Sources of law: legislation
 - Background to making a new law
 - Sources of law in the UK are primary legislation (Acts of Parliament or statutes, Bills) and secondary/ delegated legislation (ie- statutory instruments, bye-laws, and professional regulations)

- A new Act is passed in order to
 - Update or amend existing legislation
 - Legislate for new circumstances and enforce government policies
 - Ensure UK compliance with International or European Unión (EU) Law
 - Consolidate laws by bringing together into one statute all the existing statutes on one topic
 - Codify rules by bringing together all the case law and statutes on a particular subject where the principles are established
 - Early development of a Bill
 - The government may initiate a consultative process
 - Proposals are set out in a Green Paper with the goal of attracting public response and comment
 - White Papers contain more definite proposals and are usually published following consultation or discussion with pressure groups, professional bodies, or voluntary organizations
 - Passing an Act
 - All Acts must be submitted to both Houses of Parliament in the draft form of a Bill
 - The legislative process requires three readings in both Houses
 - 1) the title is read to Members of Parliament (MPs)
 - 2) MPs debate proposals
 - 3) Bill is re-presented
 - The drafting of legislation is undertaken by Parliamentary Counsel
 - A Bill must receive Royal Assent from the monarch before it becomes law
 - Government Bills are introduced by the Government
 - Private Members Bills are proposed by the MPs
 - Both methods may result in Publics Acts that affect the general public, or Private Acts that affect particular individuals or institutions
- Sources of law: common law
 - Common law in the UK
 - Common law
 - Substantive law and procedural rules that are created by the judicial decisions made in the courts
 - Essential to common law is the hierarchy of the courts and principle of the binding precedent
 - Decision of higher court is binding on a lower court
 - Case law- the rule at law reasoned and established in a previous case is applicable and followed
 - Law reports

- The development and application of the common law system requires records, in the form of Law Reports or Butterworth's All England Law Reports
- The court system
 - Civil courts
 - Lower courts- matters of fact
 - Upper courts- points of law
 - Magistrate's Court
 - Stipendiary magistrate OR three lay magistrates
 - No jury
 - High Court of Justice
 - More complex civil cases
 - Divided into Family, Chancery, and Queen's Bench
 - Original and appellate jurisdiction
 - The quorum (minimum number) of law lords for an appeal hearing is three, but normally there is a sitting of 5 judges
 - Criminal courts
 - 95% in Magistrates' Court
 - Petty crimes
 - Crown Court
 - More severe punishment
- Criminal justice and criminal proceedings
 - Criminal justice- process of prosecuting an individual charged with a crime
 - Categories of criminal offence
 - Summary offence- minor crime only triable in the Magistrate's Court
 - Indictable offence- serious crime which can only be heard in the Crown Court
 - Alleged offence- indictment/ indictable offences; can go either way
 - Criminal court proceedings
 - English system of justice is adversarial which means that each side collects and presents their own evidence and attacks their opponent by cross-examination
 - Prove beyond reasonable doubt that the accused is guilty
- Civil procedure
 - Civil Procedure Rules
 - All cases concerning goods, property, debt repayment, breach of contract are subject to Civil Procedure Rules
 - Proceeding with a claim
 - Claims are initiated with the use of a claim form (summons)

- Can be used for specified or unspecified monetary sums or for an order to be made
 - Copy is delivered to the defendant who can admit the claim (form of admission) or defend it (form of defence)
 - Cases are allocated to a regime or track by a procedural judge according to their monetary value
 - 5,000 pounds or less to a small claims track
 - 15,000 pounds or more to a fast track
 - More complex claims with greater value go to multitrack
 - Reforms to Civil Procedure Rules (1998)
 - Claim form used to be writ of summons
 - Specified used to be liquidated claim
 - Claimant used to be plaintiff
- Tribunals
 - The status and range of tribunals
 - Tribunals decide the rights and obligations of private citizens towards each other and towards a government department or public authority
 - Their decisions are subject to judicial review
 - Composition of tribunals and procedure
 - Three members in tribunal
 - Chairperson- normally only legally qualified member
 - Lay representatives- usually have special expertise
 - Purpose of tribunals- provide a less formal proceeding in which claimants could file claims and respondents defend claims and ultimately resolve their disputes
- European Union law
 - What is the EU?
 - Created in 1992 by the Maastricht Treaty
 - Three pillars of EU
 - Common Foreign and Security Policy
 - ECSC, EC, EURATOM
 - Justice and Home Affairs Policy
 - Original aim was economic integration (creation of a common market) through a free trade area for free movement of people, goods, services, and capital
 - Three sources of EU law
 - Treaties
 - Secondary legislation
 - General principles
 - How does the EU impact on Member States?

- The EC Treaty is directly applicable in every Member State
- Community law has supremacy over national law
- Five types of legal act which the community may use
 - Regulations- have general application and are binding in their entirety on all Member States and have direct effect
 - Directives- binding on Member States as to their result but do not bind individuals until they have been transposed into national law
 - Decisions- binding on those to whom they are addressed
 - Recommendations and opinions- no binding force but may be persuasive

Section 2: Legal Professionals

- Solicitors
 - Legal practitioners
 - Lawyers in the UK practice as solicitors in a private firm, legal advisors in corporations, government departments, and advice agencies, or as barristers
 - They can all do advocacy, draft legal documents and give written advice, but solicitors cannot appear in every court
 - Solicitors usually take work conveyancing, drawing up contracts and wills
 - Training
 - Common Professional Exam (CPE)
 - Legal Practice Court
 - Vacation placement
 - Traineeship
 - Common six seat system
 - Trainees spend time in the different law departments to get an idea of which branch they would like to specialize in
 - A partner in a law firm
 - Bar- professional association for lawyers
- Barristers
 - Organization
 - Barristers must act as sole traders with unlimited liability
 - In-house counsel v. self-employed practice
 - Barrister's main work is to provide representation in the courts, to draft documents, and to give opinions
 - Training and qualifications of practicing barristers
 - Intending barristers need a qualifying law degree
 - Intense competition

- Training in a pupillage
 - Non Practicing- shadowing pupil master for six months
 - Practicing- undertake to supply legal services and exercise rights of audience for six months
- Working lives
 - A company commercial lawyer
 - All parties meeting
 - A legal secretary
 - Secretary types up meeting minutes and distributes the notes
- Judges
 - Judicial appointments in England and Wales
 - An act of Parliament lays down the mandatory requirements for most judicial offices
 - The training of judges
 - Judicial Studies Board (JSB) is responsible for the training of judges, lay magistrates, and members of Tribunals in England and Wales
 - The Bench- the judge's area of the court
 - Civil courts: sentencing and court orders
 - Judges in civil courts can fine, commit to imprisonment or give a suspended sentence
 - Court can grant injunctions against a respondent
- A law firm's structure and practice
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 - Submit a tender for the provision of legal services to local authorities
 - In the first section of the tender document, the firm's structure and breadth of expertise is set out

Section 3: Legal Professionals in Practice

- Client care procedures
 - Explaining client care procedures
 - Client care letter- be aware of identification procedures; refer to the matter on which you are instructed to act, set out basic aims and the agreed target timescale; fee estimate of work by staff
 - Precedent letters in the online department manual
 - Lexcel compliant- conform to a standard approved by Lexcel
- Money laundering procedures
 - Systems and training to prevent money laundering include identification procedures, record-keeping procedures, and internal reporting procedures
- Client correspondence

- Features of legal correspondence in English
 - Conciseness through substitution and omission
 - Use of capitals mid sentence for key terms which may be defined or interpreted elsewhere in the text or another document
- Standard phrases for starting and ending letters and emails
 - Stating the reason for writing
 - I am writing to inform/advise you that...
 - Please find enclosed.../ I am pleased to enclose..
 - We act for/ on behalf of...
 - We are instructed by the above-named client in relation to...
 - Referring to previous contact
 - Further to our recent correspondence...
 - I write further to my letter/ our meeting of...
 - As previously discussed...
 - Following our meeting on...
 - Thank you for your letter/ email of...
 - Offering further assistance
 - Please let me know if you have any particular concerns...
 - Please let me know if we can be of further assistance...
 - If you have any questions, please do not hesitate to give me a call...
 - Referring to the next step
 - I should/would be grateful if you could...
 - Could you please confirm that...
 - Ending
 - I look forward to hearing from you shortly/ as soon as possible
 - I look forward to our meeting/ your reply
- Explanations and clarification
 - Explaining a procedure
 - Better comprehension when signpost phrases are used (first, then, next, after that, finally)
 - Approximating and comparing
 - Explanation of system may be necessary when talking with a colleague or client from another legal system
 - Phrases:
 - Different from
 - “You have X, that’s what we could call Y”
 - “We don't have X, instead we...”
 - “We have X but it differs from (your) Y in the following way..”

- “There is no comparable procedure/approach/institution/regulation/remedy in our/your system”
 - Similar to
 - “In our country, this is referred to/ known as”
 - “This is slightly/rather/very similar to...”
 - “This is equivalent to...”
 - Rephrasing and clarifying
 - Explanation of something new or complex; rephrasing and summarizing of words
 - Rephrasing
 - In our country, we have a common law system, that is, case are...
 - ...tort, in other words, a civil wrong
 - ...call to the Bar, this (actually) means qualify as a barrister
 - Let me explain further/ put it another way
 - Clarification
 - Could I (just) clarify that...
 - So, if I may (just) check I’ve got this right/ I’ve understood you correctly...
 - So what you’re saying/suggesting/proposing/arguing is...
- Legalese
 - Legal language
 - Characteristics of legal writing: latin terms, technical terms, old-fashioned words not much in general use, pairs of words with a reciprocal relationship, legal jargon, special meanings for words in ordinary use, vague words, long sentences with little punctuation, inversion of word order, capital letters to signal important or defined terms, avoidance of personal pronouns, use of shall to impose an obligation or duty on someone
 - Latin terms
 - Ad hoc- for this purpose
 - Affidavit- witnessed, signed statement
 - Bona fide- in good faith
 - Caveat- warning
 - De facto- in fact
 - De jure- by right
 - Et cetera- and so on
 - Exempli gratia- for example
 - Ex parte- by a party without notice

- Id est- that is
- In camera- hearing a case in private
- In curia- in open court
- In situ- in its original situation
- Inter alia- among other things
- Ipso facto- by the fact
- Per pro- on behalf of another
- Per se- by itself
- Prima facie- at first sight
- Pro rata- in proportion
- Quasi- as if it were
- Sub judice- in the course of trial
- Ultra vires- beyond the power
- Videlicet (viz)- namely
- Older words and modern equivalents
 - The aforementioned/ the foregoing- set out above/ written above
 - The undermentioned- set out below/ written below
 - Hereafter- after this
 - Hereby- in this way/ by this
 - Herein- in this
 - Hereof- of this
 - Hereto- to this
 - Herewith- with this
 - Notwithstanding- despite
 - Thereafter- after that
 - Thereby- in that way/ by that
 - Therein- in that
 - Thereof- of that
 - Thereto- to that
 - Therewith- with that

Section 4: Law in Practice

- Business organizations
 - Sole trader
 - Sole trader- simplest and commonest form of business structure
 - Headed by a single individual who is responsible for all of the debts of the business
 - Ownership and management is usually vested in the same person
 - Partnerships

- Has at least two members and no more than 20 members
 - Partners may be jointly and severally liable for all the debts of the business
 - Partnership Agreement- sets out the duration of the partnership, its name and business, how much capital each partner is to contribute, how profits, losses, and running costs are to be shared, what grounds will lead to a partner being expelled from the company
 - Limited Liability Partnership (LLP) has separate legal identity than its partners
 - Sleeping partner- may have a share in the business but doesn't work in it
- Limited Companies
 - Private Limited Company (Ltd) is a separate legal entity which can sue and be sued
 - Public Limited Company (PLC)- shares can be sold to the general public via the stock market to raise share capital
 - Must have at least two shareholders, two directors, and a professionally qualified Company Secretary
- Formation of a company
 - Incorporation
 - incorporation=forming a company
 - Choose name for company (not necessarily the same as the trading name)
 - Company number, registered number
 - Memorandum and Articles of Association
 - Memorandum- sets out the Company's objects
- Raising capital by share sale
 - Share capital
 - How companies raise capital
 - Balance sheet- statement of the financial position of a company at a specific time; shows how the company is capitalized
 - Memorandum sets out the nominal capital (total of the face value of all of the shares which the company is allowed to issue)
 - Share value
 - All shares have a nominal value (aka par value)
 - Shares can be issued at a premium (for a sum greater than their nominal value) but cannot be issued at a discount
 - Deferred payment
 - Market value of a share depends on the profitability of the company and the sum of its assets
 - Rights attaching to shares
 - Different classes of shares with different rights attached to them

- Right to dividend- share of the profits
 - Right to vote on resolutions
 - Right to repayment of the investment in the event that the company is wound up or closed
- Debt financing: secured lending
 - Granting security
 - Valuation
 - Survey
 - Debenture
 - The terms of a charge
 - Terms of mortgage and fixed charge will usually include insurance obligations and restrictions on the company's ability to deal with the charged assets without the bank's consent
 - A floating charge can be described like a large cup; it hangs inverted above the assets and doesn't affect the chargor unless the charge crystallizes, at this point it becomes a fixed charge
 - When the debenture contains a negative pledge, you cannot create any other interest in the charged property
- Company directors and company secretaries
 - Qualifications and duties of a company director
 - No mandatory qualifications to become a director of a private or public limited company
 - The following people cannot be the director
 - An undischarged bankrupt
 - A person disqualified by a court
 - A person under the age of 16 in Scotland
 - Anyone over the age of 70 in the case of a public limited company unless waived by a general meeting of the company
 - Director retains personal responsibility to ensure the company complies with the filing of documents
 - Directors must ensure that:
 - Accounts for limited companies are delivered to the Registrar of Companies within the requisite period
 - Annual returns are submitted as specified by the act; if they are not, the Registrar believes that the company is no longer existing and strikes it off the register and dissolves it and any assets become property of the Crown
 - Notice of change of directors or their details is provided to the Registrar

- Notice of any change to the registered office is provided to the Registrar
- Qualifications and duties of a company secretary
 - Qualifications are set out in the Companies Act 1985
 - Areas of responsibility:
 - Maintaining the statutory registers
 - Filing the statutory forms
 - Serving members and auditors with notice of meetings
 - Supplying a copy of the accounts to every member of the company
 - Keeping minutes of directors meetings and general meetings
- Insolvency and winding up
 - Insolvency
 - Insolvency describes the financial state of a company when its debts or liabilities exceed its assets and available cash
 - Taking action against insolvency could include renegotiating debts, realizing assets to discharge debt, or even borrowing more money and increasing the liabilities
 - Secured creditors- lending is protected by security over the company's assets
 - Unsecured creditors- often suppliers who may initiate action to achieve repayment
 - Preferential creditors and occupational pension schemes
 - Insolvency scenarios
 - A charge holder or the company directors file notice at court for an administration order and order is made by the court appointing an administrator to take control of the company and to maintain it as a going concern; company is then "in-administration"
 - A charge holder with a floating charge appoints an administrative receiver the receiver must realize the assets subject to the floating charge on behalf of the charge holder; the floating charge crystallizes and is treated as a fixed charge
 - A creditor or company directors petition the court to make a winding up orders the court makes a winding up order and the company is put into compulsory liquidation
 - Shareholders decide to put the company into liquidation when the company is still solvent (has sufficient assets to discharge the company's debts) → members' voluntary liquidation
 - Shareholders decide to put the company into liquidation if the company is insolvent → creditors' voluntary liquidation

- Company directors, with the assistance of an authorized insolvency practitioner, apply to the court for approval of a formal arrangement with creditors, as set out in a proposal to pay creditors under the supervision of the IP a company voluntary arrangement (CVA) and appointment of a supervisor
- Alternative dispute resolution
 - Alternative dispute resolution
 - Alternative dispute resolution is well-established in a number of jurisdictions
 - Mediation organizations and dispute resolvers
 - Cost-effective alternative to the litigation process and entered into on a voluntary basis by disputants or because of contractual provisions
 - ADR procedures
 - Arbitration- formal and binding process where the dispute is resolved by the arbitrator nominated by both parties
 - Mediation- independent third party is appointed by the parties to act as a mediator
 - Med-Arb- if a mediated settlement cannot be reached, the matter is referred to arbitration
 - Adjudication- most commonly used in construction disputes; quick decision is made by the adjudicator and a time period is specified during which either party may give notice to refer the matter to arbitration or litigation; adjudicator's decision is binding upon the parties and must be followed
- Corporation tax
 - Corporation Tax liability in the UK
 - Corporation tax is the tax payable on a company's income or gains at the statutory rate
 - Company is used to refer to members' clubs, societies and associations, trade associations, housing associations, and cooperatives
 - All companies in the UK are subject to Corporation Tax on their profits
 - Word combinations with "tax"
 - Tax avoidance- trying legally to minimize the tax to be paid (ex: tax loopholes)
 - Tax benefits- advantages
 - Tax bill- demand for money owed in taxes
 - Tax chargeable- tax that may be levied on profits
 - Tax due- tax that has to be paid by a required date
 - Tax efficiency- ways of reducing taxes owed
 - Tax evasion- illegally trying to not pay taxes

- Tax exemption- a principle permitting freedom from payment of tax
 - Tax point- date at which a tax begins to be applied
 - Tax relief- help, allowing a company (or individual) not to pay tax on part of their income
 - Tax Return- form issued by the taxation authorities for declaration of income and allowances (aka declaration)
- Mergers and acquisitions
 - Mergers and acquisitions
 - Merger- takeover that occurs when one company has acquired the majority, or even the entirety of the shares of the target company
 - Acquiring company (offeror) usually makes an offer to acquire the shares of the target company (offeree) and gives the shareholders a fixed time in which to accept the offer
 - The offer is made subject to the condition that it will be only be effective in the event that a specified percentage of the shareholders accept the offer
 - Price offered for shares is normally more than would be obtained at that point in time for those shares on the stock market (takeover bid)
 - It is considered a hostile takeover if the board of directors doesn't recommend the offer to its shareholders
 - Dealing disclosure requirements
 - City Code on Takeovers and Mergers
- Anti-competitive behavior
 - Competition law
 - Competition law regulates anti-competitive conduct that harms the market (excluding new competitors and putting up barriers to competition)
 - Also covers abuse of dominant position (distorting competition and predatory pricing)
 - Competition injury
 - Anti-competitive practices and agreements
 - Competition Commission- carries out inquiries into anticipated and completed mergers, and market investigations
 - Merger inquiry/ market investigation reference/ referral
 - Information gathering, hearings, and remedies

Section 5: Liability

- Tort 1: personal injury claim
 - Tort
 - A tort is a civil wrong that entitles a person injured by damage or loss resulting from the tort to claim damages in compensation

- Includes negligence (breach of a duty of care which is owed to a claimant), trespass (direct and forcible injury), defamation (libel and slander), and nuisance (one party acts in a way that prevents the use and enjoyment of another's property)
 - Client briefing notes- personal injury claims
 - Quantum- amount of damages
- Tort 2: clinical negligence
 - Clinical negligence practice
 - Fee estimate to explore the claim (obtaining client's medical records, preparing a report)
 - Success of a claim depends on showing there is a causal link between the medical advice or treatment received by the claimant and their suffering health AND an element of negligence

Section 6: Contract

- Forming a contract 1
 - Basic principles
 - The basic principles of contract law in the English system arise from established custom and rules and are fundamental to all areas of law in practice (drafting and interpreting the provisions of any legal agreements like a lease, loan agreement, sales agreement, consultancy agreement, hire purchase agreement, hire contract, or service contract)
 - Formation of a contract
 - Offer
 - Terms of the agreement
 - Capable of acceptance without further negotiation
 - Acceptance
 - Unqualified agreement to proceed on the basis set out in the offer and it must be communicated to the offeror; if the offeree accepts the offer subject to contract, then no contract is formed. This would be qualified acceptance (counteroffer)
 - Reception rule- instantaneous forms of communication (contract is formed when acceptance is received by the offeror)
 - Postal acceptance rule- delay between the communications being sent and received
 - Consideration
 - For a contract to be enforceable, something of value must be given
 - Intention
 - It is assumed that contracting parties intend to create legal relations

- Forming a contract 2
 - Form of contract
 - Binding contract
 - Must be in the form required by the law
 - Must be between parties with the capacity to contract
 - Should be enforceable in the event that one of the contracting parties fails to perform the contract
 - May be made in writing, made orally, or implied from conduct
 - Some must be in writing (contracts for the sale of land, contracts of guarantee, contracts for transfer of shares, contracts which must be made by deed)
 - Simple contract requires consideration and becomes effective on execution
 - Contract by deed does not require consideration
 - Void or voidable or unenforceable contracts
 - Sometimes a contract may be defective, thus it is void or voidable or unenforceable
 - Void if one or both parties is not recognized in law as having legal capacity to consent to a contract
 - Voidable (able to be avoided) if there is some defect in its formation
 - Some cannot be enforced in a court of law (lapse of time)
- Structure of a commercial contract
 - Structure of a commercial contract
 - Heading
 - Commencement and Date
 - States the provisions of the contract
 - Parties
 - Recitals
 - Aka background or preamble
 - Operative provisions
 - Various clauses which create rights and obligations
 - Definitions
 - Defined terms
 - Interpretation
 - Assist in the interpretation and construction of the whole contract by referring to specific uses
 - Conditions precedent
 - Pre-conditions that must be satisfied in order for the agreement to come into effect
 - Consideration
 - Other operative clauses

- Ex: warranties, limitation and exclusion clauses
 - Schedules
- Express and implied terms
 - Express terms
 - Express terms are set out and stipulated expressly in the contract
 - Condition is an essential term of the contract
 - If a condition is not performed, it may constitute a substantial breach of contract and allow the other party to terminate the contract
 - Warranty is a term which is secondary to the main purpose of the contract
 - Breach of warranty does not itself permit the other party to sue for damages
 - Implied terms
 - Implied terms are not made express within the contract but may be implied into the contract in the following ways
 - By custom- no express term to the contrary
 - By statute
 - By common law- term that is necessary to make the contract work
- Exclusion, limitation and standard clauses
 - Exclusion and limitation clauses
 - Commercial contracts may seek to exclude liability for specific categories of damage and to limit liability for breach of contract
 - Parties assume that the terms of an exclusion clause will be binding if they are contained within a signed written contract
 - Legislation imposes limits of the use of unfair contract terms
 - Standard clauses
 - Standard clauses (boilerplate clauses) include
 - A force majeure clause- aims to release parties from liability for named risks outside their reasonable control
 - Time of the essence clause- makes it clear whether or not the time limits contained in a contract are essential conditions
 - Assignment clause- sets out the parties' rights to transfer or assign contracted rights to third parties and any need for prior written consent
 - Severance clause- provides that the other parts of an agreement continue to be in force in the event that some of the provisions are held illegal or unenforceable
 - Choice of governing law and jurisdiction clause- specifies the jurisdiction and law which will govern and construe the contract in the event of a dispute

- Language clause- specifies the language which will prevail if the contract is translated
- Privity of contract, discharge and remedies
 - Privity of contract
 - Privity of contract means that a third party can neither be bound by nor enforce a term of a contract to which they are not a party, even though the contract was intended to confer a benefit on them
 - Ways that a third party can be affected by the terms of a contract
 - Contract may be made by an agent on behalf of his principal
 - Expression provision relating to assignment; obligations made under the contract cannot be assigned without the consent of a party entitled to the benefit of such obligations
 - Novation of a contract- subsequent agreement between the original parties and a third party may have the effect of entirely replacing the original contract
 - Discharge of contract
 - Parties may be released from their contractual obligations by performance, by breach, by agreement, or by frustration
 - Performance- terms are entirely carried out and there is no right to reject the contract
 - Breach- acceptance of partial performance, the innocent party may have the right to reject the contract and treat it as terminated
 - Agreement- agreement between parties in a process known as accord and satisfaction
 - Frustration- contract becomes impossible to perform
 - Remedies for breach of contract
 - Award of damages is the primary remedy for a party who suffers a breach of contract
- Standard terms in the sale and supply of goods
 - Using standard terms
 - Aim is to standardize how commercial transactions are to be effected to produce uniformity and increase efficiency
 - Incorporating terms
 - Proposed standard terms must be incorporated into the offer
 - Object of standard terms and conditions is to limit the liability of the seller (exclusion of liability)
- Licensing agreements and computer programs
 - Licenses and software products

- The aim of software licenses is to permit the licensee to copy the software as is necessary for the successful use of the product, whilst restricting the unauthorized use of the software
 - Exclusion and limitation clauses
 - License will contain express terms that must be interpreted against a background of statutory regulation
- Commercial leases
 - Interest in property
 - In the UK, it is possible to own either a freehold or a leasehold interest in property
 - Freeholder may enter into an agreement to lease or let the property, permitting occupation for a fixed term by another person or company who then becomes the tenant or leaseholder
 - Terms of a commercial lease
 - Tenancy- the agreement by which a person can occupy a property
 - Obligations of the parties in relation to the property in commercial leases
 - Amount of rent, method of payment, penalties for late payment, rent review clause
 - Provisions for the insurance and maintenance of the property
 - Restrictions on dealing with the property
 - A lease must be for a fixed period
 - Obtaining leasehold interest
- Buying and selling commercial property
 - Commercial conveyancing
 - Conveyancing- the transfer of the ownership of property
 - Property particulars specify the terms on which the property is to be sold
 - Sale by auction
 - Bidding for the property
 - Signing of sale memorandum by purchaser
 - sale=completion
 - Sale by private treaty
 - Seller and purchaser may negotiate detailed terms
 - Once both parties agree on a form of contract, the sale or purchase can be completed and penalties will arise in the event of default
- Employment law
 - Employment law
 - Employment Law Departments advise on relevant law, employment policy and procedure, and the formation of employment contracts
 - Mixture of contractual provisions and legislation regulating the relationship between employer and employee

- Main statutory rights of employees include entitlement to a national minimum wage, equal pay for like work, a written statement of employment particulars, an itemized pay statement, time off and holidays, statutory sick pay, a healthy and safe work environment, family and parental leave, protected rights on transfer of business to another employer, notice of termination of employment, not to have unlawful deductions from wages, not to be discriminated against on grounds of race, sex, sexual orientation, disability, religion, age, part-time or fixed term employment, or trade-union membership
- Contract of employment
 - Contract of employment sets out the obligations and rights of employers and employees

Section 7: Intellectual Property

- Copyright and patent
 - Copyright
 - Intellectual Property (IP)
 - Copyright arises as soon as an original work is created and embodied in a specific media
 - Copyright owner has exclusive rights
 - Patent
 - Patent is a territorial right given to the patent holder for a statutory period of years
 - To be patentable, an invention must be novel, be capable of industrial application, result from an inventive step
 - Confers the right to exclude others from making, using or selling the invention
 - The person granted the patent does not have entitlement to it
- Trade marks, domain names and remedies for IP infringement
 - Trademarks
 - A trademark needs to be registered to be protected and is essentially a badge of origin
 - To be registered a trademark must be original and sufficiently different from any other marks for the same or similar goods and services
 - Domain names
 - Unique to internet addresses
 - Top level domains (TLD) include two letter country codes
 - Disputes may arise when two or more people are entitled to use the identical trademark in different countries and each claim the same domain

name or a third party registers a domain name that same as, or very similar to, a famous name or trademark

- Remedies for IP infringement
 - IP rights can be enforced through civil remedies and may involve criminal sanctions

Section 8: Information Technology Laws

- Information technology law and cybercrime
 - Computer security
 - Increasing sophistication of technology has created significant legal challenges to individuals, companies, the legislature, and legal advisers
 - Innovative illegal activities such as breach of computer security and unauthorized access to a computer (hacking), virus spreading
 - Cybercrime
 - Includes credit card fraud online (credit card scams) and identity theft
 - Pharming- users are moved to fake sites when they try to link their bona fide bank website
 - Phishing- a fraudster get internet users to disclose personal information in reply to spam email sent unsolicited to a large number of people
 - Data protection
 - Consent must be informed and freely given to disclose person data and information

Section 9: Environmental Law

- Environmental law
 - International environmental law
 - Fats-developing area that encompasses international treaties and international customary law
 - Main principles framed in international environmental law are:
 - Polluter pays principle
 - Precautionary principle
 - Sustainable development principle
 - Environment impact assessment principle
 - Common but differentiated responsibility principle
 - National environmental law
 - Critical issues of implementing, monitoring, compliance, and enforcement have to be addressed within the legal frameworks

- In the UK, planning law consists of a regulatory mechanism with a developed process of application for and grant of permission
- Application of environmental law
 - Statutory regulation and the role of the various institutions and procedures of legal regulation can be complex
 - Anyone personally affected by pollution or environmental damage may take civil action in a tort