STANDBY REGULATION UCTA 1979 Covers business liability: exemption or limitation clauses re contractual and tortious liability (s17(1)) and for death and personal injury (s17(2)).

A commercial firm may include a clause in its terms of business (s17(1)) or a contract that states it cannot be held liable for death or injury to persons or damage to property. However, if such a clause is not a commercially reasonable term, it may be invalid.

A representation is not an undertaking to do, or not to do something. It is a statement asserting a given state of affairs.

**Misrepresentation** is a vitiating factor. The effect of misrepresentation is that the contract is treated as invalid as the misrepresentation was an assured fact which was not true.

 Doctrine finally consigned to history – photo productions v recurvoir Third party and exemption clauses work – with regard to the circumstances in which the clause is to be taken as to the duty of care or reasonable care required of the party.

Invalidity of contract – Thorold v Godfrey; White v Warwick; EE Caledonia ltd v orbit valve co. – as this is about a statement of fact and not an undertaking to do or not to do something, it is not covered by the misrepresentation rule.

**Misleading** a promise and is not an undertaking to do or not to do something. It is a statement asserting a given state of affairs.

**FACTS**

- A representation is not an undertaking to do, or not to do something. It is a statement asserting a given state of affairs.
- Misrepresentation is a vitiating factor. The effect of misrepresentation is that the contract is treated as invalid as the misrepresentation was an assured fact which was not true.

**STAND BY**

- A commercial firm may include a clause in its terms of business (s17(1)) or a contract that states it cannot be held liable for death or injury to persons or damage to property. However, if such a clause is not a commercially reasonable term, it may be invalid.
- The Doctrine finally consigned to history – photo productions v recurvoir Third party and exemption clauses work – with regard to the circumstances in which the clause is to be taken as to the duty of care or reasonable care required of the party.
- Invalidity of contract – Thorold v Godfrey; White v Warwick; EE Caledonia ltd v orbit valve co. – as this is about a statement of fact and not an undertaking to do or not to do something, it is not covered by the misrepresentation rule.