

Grade		
Pass	Merit	Distinction

### Pearson BTEC HND in Business – HRM / Management

**Unit No/Title:** Unit 05/ Aspect of Contract and Negligence for Business

**Unit Code:** Y/601/0563

**Assignment No:** 1/1

**Assignment Title:** Contracts and Negligence Law

#### Grading Opportunities Available

Outcomes/ Grade Descriptors	LO 1.1	LO 1.2	LO 1.3	LO 2.1	LO 2.2	LO 2.3	LO 3.1	LO 3.2	LO 3.3	LO 4.1	LO 4.2
	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Outcomes/ Grade Descriptors	M1	M2	M3	D1	D2	D3					
	✓	✓	✓	✓	✓	✓					

**Date Set:** 31<sup>st</sup> August 2016

**Due Date:** 26<sup>th</sup> September 2016

Student ID / Student Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Contact No: \_\_\_\_\_

Submission Status: Please ✓

Date of Submission: \_\_\_\_\_ Received by: \_\_\_\_\_

1 <sup>st</sup> Submission		Redo Submission		Late Submission* (One Month)		Late Submission* (Three Months)		*Receipt No: .....
----------------------------	--	-----------------	--	------------------------------	--	---------------------------------	--	--------------------

#### Outcomes/Grade Descriptors Achieved (Please Tick)

Outcomes/ Grade Descriptors	LO 1.1	LO 1.2	LO 1.3	LO 2.1	LO 2.2	LO 2.3	LO 3.1	LO 3.2	LO 3.3	LO 4.1	LO 4.2
Outcomes/ Grade Descriptors	M1	M2	M3	D1	D2	D3					

#### Comments from Assessor:

Assessor (Name):

Signature: \_\_\_\_\_

Date: \_\_/\_\_/\_\_

#### Internal Verifier (IV) Comments:

IV (Name):

Signature: \_\_\_\_\_

Date: \_\_/\_\_/\_\_

**Unit No/Title:** Unit 05/ Aspect of Contract and Negligence for Business      **Unit Code:** Y/601/0563

**Assignment No:** 1/1      **Assignment Title:** Contracts and Negligence Law

Statement of Authenticity:

I certify that this is my own work. The work has not, in whole or in part, been presented or published elsewhere. Where material has been used from other sources it has been properly acknowledged. If this statement is untrue I accept that I have committed an assessment offence.

.....  
Registration Number / Name

.....  
Signature

assessmentuk

## Table of Contents

Executive Summary .....	<b>Error! Bookmark not defined.</b>
Task 1 .....	5
1.1 The importance of the essential elements required for the formation of a valid contract.....	5
1.2 The impact of different types of contracts .....	6
1.3 Terms in contracts with reference to their meaning and effect .....	7
Task 2 .....	9
2.1 Application of the elements of contract in business scenarios .....	9
2.2 Application of the law on terms in different contracts .....	10
2.3 Evaluation of the effect of different terms in contracts using business scenario .....	12
Task 3 .....	14
3.1 Liability in tort vs. contractual liability .....	14
3.2 Explanation of the nature of liability in negligence .....	14
3.3 Explanation of how a business can be vicariously liable.....	15
Task 4 .....	17
4.1 Application of the elements of the tort of negligence and defences in different business situations .....	17
4.2 Application of the elements of vicarious liability in business situations .....	18
Conclusion .....	19
References .....	20

## Introduction

The purpose of this report is to analyse the theoretical and practical aspects of Contract and Negligence for business. The practical aspects of Contract and Negligence has been analysed in relating to Nestle company which is a multinational company. The report consists with four parts. In the first part of the report, the importance of the essential elements required for the formation of a valid contract, the impact of different types of contract and terms in contracts with reference to their meanings and effect have been discussed. The second part of the report it has been analysed business scenarios relating to the elements of contract, the law on terms in different contracts and the effect of different terms. In the third part of the report, the difference between liability in tort and contractual liability, the nature of liability in negligence and how a business can be vicariously liable have been discussed. The final part of the report also includes analysis of business scenarios relating to the elements of tort of negligence and defenses and the elements of vicarious liability.

assignment

## Task 1

### 1.1 The importance of the essential elements required for the formation of a valid contract

#### The essential elements of a valid contract

The followings are the essential elements required for a contract to be a valid contract:

- Offer,
- Acceptance,
- Consideration,
- Contractual Capacity,
- Lawful Object
- Genuine Agreement and
- Format of the Contract (in written, orally, by conduct or by a combination of those formats).

Offer means a request for making a contract. Once the offer is accepted an agreement is created. Acceptance takes place when one party agrees to the offer of the other party. (Cortada & James, 2010)

Consideration refers to what each party to the contract gives the other party. That is something of legal value given by one party in exchange for a promise of the other party. A contract is enforceable only if both parties are getting something.

Contractual capacity means that each party to the contract must be competent of engage in the contract. The law does not allow infants and mentally disordered persons to involve in contract.

There should be an intention to create legal relationship between the parties to the contract. That is what is meant by lawful object. Everything that is related to the contract must be legal.

Genuine agreement refers that the agreement resulting from the contract should be a genuine one. The actual exchange of promise must be reflected by the contract and it should not be a false one.

Contract can be in the form of written, oral, by conduct or by a combination of those formats. However written contract is the best in order to avoid any problems that can arise when the contract is enforced.

#### The importance of the essential elements of a valid contract

The above discussed essential elements make a contract valid. With the absence of those elements, a contract cannot be expected to be valid and enforced by law (Fruehwald, 2009). In organizational context, different kinds of contracts are formed. When those contracts are going to be implemented, many issues can take place. One party to a contract may incur a loss or damage due to the activities of the other party to the contract which have been undertaken without the intention of the first party. In such circumstances, the suffered party can go to the court and claim for the loss or damage. However, a party can go to the court only if the contract is valid. For an invalid contract no party can go to the court. A contract is considered as invalid only when any of the essential elements mentioned above is absent. Therefore, it is necessary to make certain that every contract being formed reflect the essential elements of a valid contract.

## **1.2 The impact of different types of contracts**

### **Different types of contracts**

Different categories of contracts are as follows:

- Bilateral and Unilateral contracts
- Expressed and Implied contracts
- Valid, Void, Voidable and Unenforceable contracts
- Quasi, Formal and Informal contracts
- Executed and Executory contracts

### **The impact of different types of contracts**

Bilateral contracts compel both parties to the contract to agree upon doing something or making something. That is both parties have to agree upon making or keeping a particular promise. Unilateral contracts require one party to the contract to make a promise where the other party can accept the promise only when that party fulfils certain act.

Both parties to the contract are required to express to each other all the terms and conditions relevant to the contract under Express contracts. In implied contracts the activities, behavior, work and conduct of the parties to the contract indicate that there is a contract between them.

Valid contracts contain all essential elements to form a contract. Therefore, it is easier for court to enforce such contracts. In Void contract there is no any contract exist between the parties. Therefore, the contract cannot be legally enforced by any party. In Voidable contract the rules of law have given option for one party to the contract to enforce the contract. Unenforceable contract cannot be enforced due to legal obstacles. (Cortada & James, 2010)

Quasi contract prevents unjust enrichment and it is implied by law. A special method or mode of creation is required by Formal contracts. Informal contracts do not require any special method or form of creation.

Executed contracts require both parties to the contract to fulfil all the obligations and activities specified in the contract. In executor contracts one party or both parties to the contract do not fulfil the obligations specified in the contract.

### 1.3 Terms in contracts with reference to their meaning and effect

Different types of terms in contracts are as follows:

- Expressed terms
- Implied terms
- Condition terms
- Warranties
- Innominate terms
- Exemption clause

Expressed terms: terms in contracts that both parties to the contract has expressly indicated, mentioned and agreed. Those terms are expressed when the contract is formed. Expressed terms can be oral, written or partly oral, partly written. Expressed terms prevent any contradictions or issues among the parties to the contract regarding their obligations. Because those terms make it clear the obligations of each party for all the parties to the contract. (Cortada & James, 2010)

Implied terms: terms in contracts that are not indicted or expressed by any party to the contract and have not been agreed by the parties to the contract. However, the law makes those terms part of the contract. Implied terms work on the presumed intention of the parties to the contract. They may be implied by statue or by court. Terms can

be implied: 1. By custom and usage of a trade, 2. To give effect to business efficacy, 3. For necessity, 4. By legislation.

Condition term is a major part of a contract. If one party to the contract do even a minor breach of condition term, the other party can terminate the contract and sue for damages. (Crockford, 2009)

Warranties are minor terms of a contract. They are not as much as important as condition term. If one party to the contract breach a warranty, the other party can only sue for damages but does not entitle to terminate the contract.

Innominate terms depend upon the circumstances. Under these terms the effect of the breach has been looked rather than classifying the terms as conditions or warranties. If the breach of the contract goes to the root of contract, the innocent party can terminate the contract and sue for damages as similar as in conditions. If it does not, the innocent party can only sue for damages as similar as in warranties

Exemption clause is used to limit or exclude the liability of the parties to the contract in any breach of the contract. However, courts do not favour such clauses.

assignment



## Task 2

### 2.1 Application of the elements of contract in business scenarios

#### Business Scenario 1

Mr. Jayasekara saw a newspaper advertisement for vacancy for an agent to distribute Nestle products in the area where he is living. As stated in the advertisement, he contacted the regional manager via telephone. The regional manager told Mr. Jayasekara to come to meet him to obtain more details. Mr. Jayasekara met the manager and the manager gave details of facilities and discounts provided by the company to the agents, deposit requirements for the agents and other requirements. Mr. Jayasekara obtained all the details and came back with the intention of analysing further the costs and benefits of this opportunity. However, when Mr. Jayasekara contacted again the regional manager after two weeks, the manager said that another person has already taken the agency.

In the first case of the scenario the newspaper advertisement was the invitation of offer from the company. Mr. Jayasekara gave response to the invitation of offer by contacting the regional manager. (Cortada & James, 2010)

In the second case the regional manager made the offer to Mr. Jayasekara by providing details relating to the business. But Mr. Jayasekara did not accept the offer and therefore valid contract was formed. Therefore, Mr. Jayasekara is not the offeree. Offeree is the one who accepts the business. Mr. Jayasekara cannot take legal actions against the regional manager. Because the manager didn't promise to wait until his confirmation and he didn't mention the time when he will contact again. Besides there is possibility that he may not return any more. Therefore, there is no way that the regional manager will wait for Mr. Jayasekara.

#### Business Scenario 2

Mr. Kithsiri is a distributor of Nestle products. He was to go on a foreign tour with his family. He decided to handover the business to Mr. Nihal who is the best friend of him until he comes back after a month. When Mr. Kithsiri came back he noticed that most of the stock that was to distribute during the last month is still in the store. Mr. Nihal said that as he was sick, he couldn't care the business well.

In this case, there is a social agreement between Mr. Kithsiri and Mr. Nihal. Social agreements are not enforceable by law. At the same time there is no expressed term by the parties. Therefore, Mr. Kithsiri cannot claim for damages from Mr. Nihal.

### **Business Scenario 3**

Mr. X is a retailer. He brought Rs. 9,860.00 worth Nestle products from distributor Y on credit. He said that he will settle the bill in next week and signed on the bill. However, when distributor Y gave the bill to Mr. X in next week, he refused to pay for the bill saying that he has not brought goods for such a bill.

In this case the distributor made an offer by going to the retailer with goods. By ordering the products Mr. X accepted the offer of the distributor. The consideration is Rs. 9,860.00 worth goods exchanged between the parties. Therefore, there is a legal contract between Mr. X and distributor Y. The distributor can take legal actions against the retailer because by signing the bill he made a promise to pay the bill and now he has breached the contract.

## **2.2 Application of the law on terms in different contracts**

The application of law on terms in Nestle Contract for Supply can be analysed in the following way:

### **❖ Expressed terms under Nestle Contract for Supply**

In its contracts for supply, Nestle has expressed the following terms which should be followed by the suppliers of Nestle.

- Human Rights

This term covers the areas of Freedom of Association and Collective Bargaining, Forced Labour, Employment Practices, Minimum Age for Employment, Fair and Equal Treatment, Working Time and Rest Days and Wages and Benefits.

- Safety and Health

This term covers the areas of Workplace Environment, Housing Conditions and Respect of Privacy, Emergency Preparedness and Product Quality and Safety.

- Environmental Sustainability

This term covers the areas of Environmental Permits and Reporting, Environmental Management System, Hazardous Materials and Product Safety and Resource Consumption, Pollution Prevention and Waste Minimization. (Cortada & James, 2010)

- Business Integrity

This term covers the areas of Anti Bribery, Grievance Mechanisms, Records, Origin, Intellectual Property and Conflict of Interest.

❖ Implied terms under Nestle Contract for Supply

- Supplier is bound to any further requirements which are applicable to the materials or services to be delivered.
- Farmers are bound to follow applicable Good Agricultural Practices in case of direct supply from farms.
- Suppliers are required to implement best practices as needed with the guidance of The Nestle Responsible Sourcing Guideline for Materials of Agriculture, Forestry, Fisheries and Aquaculture Origin and with the help of Nestle Agriculture Service Team.
- Suppliers should adhere to all applicable laws and regulations and should strive to comply with international and industry standards and best practices.

❖ Exclusion terms under Nestle Contract for Supply

- Compliance with Nestle Contract for Supply does not create any third party beneficiary rights for the Supplier.
- Nestle Contract for Supply is not in lieu of and in addition to provisions of any legal contract or agreement between Nestle and suppliers.

❖ Conditions under Nestle Contract for Supply

- Suppliers are required to continuously improve the expressed terms in the contract according to the requirement of and with the support of Nestle. If any supplier fails to do so, it will directly impact to the ability of the Supplier to do business with Nestle.

❖ Warranties under Nestle Contract for Supply

- Suppliers should authorise Nestle to carry out audits with or without notice at the premises of the suppliers and the business premises of subcontractors of the suppliers at any time to verify compliance with the Nestle Contract for Supply.

## 2.3 Evaluation of the effect of different terms in contracts using business scenario

### **Business Scenario 4**

Company B is a supplier of Nestle. A case was filed in labour court against the company B by Children and Women bureau. The case was relating to that the company has used child labour. Nestle found out that a 12 years' boy was helping in the canteen of the company during his holidays. The supplier said that the company has not hired any child employees and it has no connection with the incident of the child worker.

It is an expressed term in Nestle Contract for Supply that the use of child labour by the Supplier is strictly prohibited. Therefore, Nestle can take legal actions against the supplier for breach of expressed terms in the contract. Since the incident was take place within the premises of the company, the supplier cannot say that he has no connection with the incident. (Cortada & James, 2010)

### **Business Scenario 5**

Company C is a vehicle supplier of Nestle. In accordance with the government regulations, Nestle required the company to obtain Vehicle Emission Test Certificate for all the vehicles that are going to employ in the company. After three months period of this notice, a lorry which is supplied by the company C and that was transporting collected milk was inspected by Police and found out that the vehicle has no Vehicle Emission Test Certificate. After this incident, further investigation of Nestle found out that some other vehicles supplied by the company C are also not having the certificate. It is an expressed term in Nestle Contract for Supply that the supplier should comply with all applicable legal environmental requirements. Also it is the condition in the contract that supplier should continuously improve the expressed terms in the contract

according to the requirement of Nestle. Therefore, Nestle can terminate the contract with the company C. Because it was after three months of the requirement and the company had reasonable time to obtain the certificates for vehicles. Therefore, the company has breach the condition in the contract.

### **Business Scenario 6**

Company D is a supplier of Nestle. Nestle was to carry out an audit of the company D in a particular date and informed it to the company. However due to an unavoidable situation, Nestle was unable to conduct the audit in particular date. After two weeks of this incident, members of Nestle went to the premises of company D in order to carry out an audit without informing the company D. The company said that Nestle did not undertake the audit in the informed date and now they cannot allow carrying out the audit. (Cortada & James, 2010)

In this case, the company D has breached the warranty term in Nestle Contract for Supply. It stated that suppliers should authorize Nestle to carry out audits with or without notice at the premises of the suppliers. Therefore, Nestle can take legal actions against the company D. (Crockford, 2009)

## Task 3

### 3.1 Liability in tort vs. contractual liability

Torts are wrongful acts committed by an individual to other person causing damage to the other person. The plaintiff or the injured person can sue against the defendant or the offender claiming compensation for the damages. Liability in tort is two types.

1. Vicarious: Vicarious liability arises when there is an employer and employee relationship. The employer is responsible for any act done by the employee. However, the employer is not responsible for any act done by the employee outside the employment premises.
2. Negligence: Negligence liability arises when an individual who is under the duty of care has made negligence. The individual breaches the duty of care causing damage to another person.

Contractual liability arises when the contract is breached by the parties and both parties to the contract are under the contractual liability.

Liability in tort can be contrasted with contractual liability as follows:

- Under the liability in tort, an individual commits the tort to another person while under the contractual liability, one party to the contract breach the contract with the other party to the contract.
- Liability in tort is not based on consent but in contrast contractual liability is based on consent and the consent must be free from any fraud, force, etc.
- Under the liability in tort, damage is not measured while under the contractual liability the damages are measured and the plaintiff is compensated based on the damages.
- Under the liability in tort, there is no contractual relationship between the parties but under the contractual liability, there must be a contractual relationship between the parties in order to compensate the injured party.

### 3.2 Explanation of the nature of liability in negligence

Negligence can be defined as failure in applying reasonable care in order to avoid probable damages to others. The injured party or claimant can sue against the person who committed the injury or the tortfeasor. The claimant must show that the injury is resulted from the failure of tortfeasor to meet the standard of care owed to him or her.

If the tortfeasor is found negligent, he or she may be ordered to compensate the injured party.

The followings are the components of a negligence cause of action:

- Duty
- Breach of Duty
- Causation
- Damage
- Remoteness
- Defences

**Duty:** refers to the legal requirement that the defendant under negligence must hold on to a standard of conduct to safeguard others against unreasonable risk of harm. Parental, personal and professional are the different types of duties.

**Breach of duty:** considers would the same thing which is done by the defendant have been done by a reasonable person in a similar situation. The objective and subjective standard of breach of duty can be used.

**Causation:** considers actual cause and proximate cause. Actual cause concerns whether the defendant was the actual cause of damages or injuries of the claimant. Proximate cause concerns whether the damages or injuries sustained foreseeable or remotely related to the event.

**Damage:** Negligence act must have caused damage to the claimant. The damage can be either physical or economic or can be both.

**Remoteness:** The damages caused to the claimant must be reasonably foreseeable. Only the damages which are reasonably foreseeable are recovered by an action in negligence and the defendant is liable only for reasonably foreseeable damages.

**Defences:** A complete or partial defence to the tort may give to the tortfeasor. When the tortfeasor proves that the claimant consented to the risk of damage either expressly or implicitly or that the claimant acted negligently, a complete defence is given.

### 3.3 Explanation of how a business can be vicariously liable

Vicarious liability refers to the situation where one party holds responsibility for the actions or omissions of some other party (McKendrick, 2005) A business can be vicariously liable in two different ways. They are:

- Employment
- Partnership

Employment: Business firms are liable for omissions or activities of their employees during the period of their employment. Firms are liable for torts of the employees when engaging in duties and tasks assigned as the employees are supervised and controlled by the employer. However, the employer is not responsible for any act done by the employee outside the employment premises. Employers are also liable for the bullying, copyright infringement, harassment, violent or any discriminatory act of the employees. (Cortada & James, 2010)

Partnership: A partnership business is liable for torts of the partners only if the actions are in the course of partnership business.

A business is exempted from vicarious liability under the following circumstances:

- The person who committed the tort is not an employee of the business.
- The employee has not committed the tort during the course of the employment.
- The employee is already prohibited in the business and not to the act.
- The person who committed the tort is an independent contractor.



## Task 4

### 4.1 Application of the elements of the tort of negligence and defences in different business situations

#### Business Scenario 7

Company C supplies vehicles for Nestle. When milk was transporting in a lorry supplied by the company C from a farm far away to the processing plant of Nestle, there was a breakdown in the lorry on the way due to an engine trouble. The driver tried to find out another lorry to transport milk. But he couldn't find a suitable vehicle to transport milk and he had to wait to fix the lorry. It took a long time to fix the lorry and when the milk was arrived to the plant, it was non usable. The engine problem was due to non-maintenance of the vehicle well. (Crockford, 2009)

In this case, the company C has duty to maintain the vehicles supplied to Nestle well in order to prevent any breakdowns in the course of transportation in Nestle. However, the supplier has breach the duty by not caring the vehicle well. That's why such a breakdown occurred. The causation for the breakdown was non maintenance of the vehicle well. Therefore, there is negligence act has done by the company C. This negligence act has caused damage to Nestle as due to the incident the milk had become bad. The supplier was aware that the vehicle is being used to transport milk from far away and if any breakdown takes place it would badly impact to milk as milk cannot be kept for a long time without a freezer. Therefore, the supplier was aware the remoteness of the damage. So Nestle can claim the damages which were suffered due to the negligence act of Nestle.

#### Business Scenario 8

X is a worker in Nestle. As he suffered from fever he asked for a leave from the company to take some rest. However, since the company was to cover up a large order, X was not allowed to take a leave. On the next day while X was working he fainted and was taken to a doctor. The doctor advised X to rest and not to work for few days.

In this case, nestle has duty to take care of its employees especially regarding their health and safety. However, Nestle has breach the duty by not taking care of the sickness of X. That's why he fainted while working and the sickness got bitter. The

causation for the faint was tiredness due to working while suffering the fever. Therefore, there is negligence act has done by Nestle. This negligence act has caused damage to X physically. Nestle was aware that X is sick and working would make his sickness bitter. Therefore, Nestle was aware the remoteness of the damage. So Nestle is liable for X for the negligence and should compensate X.

## **4.2 Application of the elements of vicarious liability in business situations**

### **Business Scenario 9**

K is a driver of Nestle who is driving a staff transport van. He was to transport the staff members in the morning to the company premises and in the evening to their homes. After dropping the staff in the morning K was using the van to deliver some clothes that are sewn by his wife to some shops. However, Nestle didn't know about this. The supplier of the vehicle knew this matter and filed against both Nestle and the employee K.

Under the vicarious liability, the employer is responsible for actions, omissions or activities of their employees during the period of their employment. However, firms are liable for torts of the employees only when engaging in duties and tasks assigned. In this case, Nestle and K have the employer and employee relationship. But Nestle has not assigned the duty of delivering the clothes to K. Nestle has gave only the duty to transport the staff of the company. Therefore, the act which is committed by X is not in accordance with the duty which is assigned to him. Therefore, nestle is not responsible for the act done by K and K is the person who is liable for the act.

### **Business Scenario 10**

Mr. Jayanath is a regional manager of Nestle. Mr. S was one of the agents of Nestle products in the region. It is the company policy to not to get back any excess stock of products taken by the agents. However, Mr. S had a certain stock of one particular product due to decreased sale of that product and he asked Mr. Jayanath to take back that stock and exchange them for another set of products. Mr. Jayanath rejected that request saying that it is not the company policy. However, Mr. S forced him and their discussion became long heated and Mr. Jayanath got angry and hit Mr. S. Mr. S filed against both Nestle and Mr. Jayanath.

In this case there is an employer and employee relationship exists between Nestle and Mr. Jayanath. Mr. Jayanath is under the liability to keep company policies and so he is performing his duty with the best interest. However, hitting Mr. S is not a part of his duty. Nestle is liable for the accusation made by the employee because he has done it during the course of business.

## Conclusion

This report covers the theoretical and practical aspects of contract and negligence. According to the analysis Offer, Acceptance, Consideration, Contractual Capacity, Lawful Object Genuine Agreement and Format of the Contract are the essential elements for a valid contract. It is necessary to make certain that every contract being formed reflect those elements because a party to a contract can go to the court only if the contract is valid. Bilateral, Unilateral, Expressed, Implied, Valid, Void, Voidable, Unenforceable, Quasi, Formal, Informal, Executed and Executory are the different types of contracts. The impact of those contracts also differs from one contract to the other. Expressed and Implied terms, Conditions, Warranties, Innominate terms and Exemption clause are the terms in contracts. Application of law on essential elements of contracts and law on terms of contracts differs based on different business scenarios. (McKendrick, 2005)

According to the analysis of difference between liability in tort and contractual liability, it can be concluded that there is significant difference between those liabilities. Duty, Breach of Duty, Causation, Damage, Remoteness and Defences are the components of a negligence cause of action. A business can become vicariously liable based on employment or partnership. Application of law on elements of the tort of negligence and defences and law on the elements of vicarious liability also differ based on different business scenarios.

## References

Akhlaghi, Behrooz (2005). "Iranian Commercial Law and the New Investment Law FIPPA". In Yassari, Nadjma. The Sharī'a in the Constitutions of Afghanistan, Iran, and Egypt. Mohr Siebeck

Allen & Overy (n.d).,At a Glance Guide to Basic Principles of English Contract Law

Atiyah, P. S. (2000), an Introduction to the Law of Contract. Clarendon.

Beatson, J. (2010), Anson's Law of Contract, 29th edition

Collins, H (2003), Contract Law in Context. 4th edition

Ayres, Ian and Gertner, Robert (2002), 'Strategic Contractual Inefficiency and the Optimal Choice of Legal Rules', 101 Yale Law Journal 729

Armour, J. Share Capital and Creditor Protection: Efficient Rules for a Modern Company Law. ESRC Research - Working Papers wp148, ESRC Centre for Business Research. 1999.

Crockford, Neil (2009). An Introduction to Risk Management (2 Ed.). Cambridge, UK: Woodhead-Faulkner. p. 18

Cortada, James W. (2010). The Digital Hand: How Computers Changed the Work of American Manufacturing, Transportation, and Retail Industries. USA: Oxford University Press. p. 512

McGivern, Gerry; Fischer, Michael D. (2012). "Reactivity and reactions to regulatory transparency in medicine, psychotherapy and counseling". Social Science & Medicine. 74 (3): 289–29

Malloy, Robin Paul (2009). "Adam Smith and the Modern Discourse of Law and Economics". In Paul Malloy, Robin; Evensky, Jerry. Adam Smith and the Philosophy of Law and Economics. Springer