

Sample Classroom Exercise: GCE Law (H524): Law of Contract (G145)

Exclusion problem plan activity

Comments – An activity like this is useful when studying topics with different stages. As each stage is studied in class it can be applied to the question. Studying the whole topic and then trying to apply it to a problem question can be overwhelming for students.

Pippa owns a washing machine which has needed regular repair over the past two years. On the latest occasion on which it broke down, she phoned David, who has mended the machine on previous occasions. He agreed to come out on the basis of an 'all inclusive' charge of £50. When he repaired the machine, he asked Pippa to sign a form stating that all work has been completed satisfactorily; that David will replace any parts which break down within 3 months; but that otherwise David accepts no liability for loss or damage caused by his work. Pippa signed the form.

The next time that Pippa used the machine it floods, causing £500 worth of damage to Pippa's carpet. When Pippa tried to turn the machine off she received a severe electric shock from the casing which severely burns her arm.

Advise Pippa.

In relation to the Pippa question...

Is the term properly incorporated into the contract?	
Can the term be interpreted to give protection to David?	
Is the term void or subject to reasonableness under UCTA?	
Is the term unenforceable under the Unfair terms in Consumer Contracts Regulations?	