

## QUESTIONS: EXEMPTION CLAUSES AND UNFAIR TERMS

1. What are the two approaches to the question of the nature of exemption clauses?  
(2)
2. What does a party need to show in order to rely on an exemption clause in a contract to which he is a party?(3)
3. When, if ever, will an exemption clause be construed to cover negligence liability?  
(4)
4. Explain the liability arising on the facts in *Alderslade v Hendon Laundry*. (2)
5. What is the effect of a fundamental breach on an exemption clause in the contract? (4)
6. What do we mean by negligence liability in the context of exemption clauses? (3)
7. Give 4 examples of instances when the reasonableness test will apply under UCTA 1977. (4)
8. In what way does s.13 UCTA 1977 extend the definition of the clauses that are subject to regulation under the Act? (3)
9. What types of breach does s.6 UCTA apply to? (1)
10. Why is the decision in *R & B Customs Brokers v UDT* significant? (3)
11. List 5 factors that the courts will consider in assessing reasonableness under UCTA. (5)
12. When will a term be unenforceable under the 1999 Regulations? (4)
13. What is the role of the Office of Fair Trading under the Regulations? (2)

Total available points: 40