

Skeleton argument

Law



Skeleton Argument due: In the court of appeal Between- of the East of England (Appellant)

and

Edwards (Respondent)

Authorities

1. Office of Fair Trading ‘ Guidance on Unfair Terms in Tenancy Agreements’ [1. 8].

2. ‘ The Law Commission and The Scottish Law Commission’ (LAW COM No. 292) (SCOT LAW COM No 199) 1. 9

3. ‘ Unfair Contract Terms Act 1977’ 11 (3)

Ground of response

4. The trial judge was in the right direction look at term (a) in the aspect of its meaning and ruling that (b) was inconsiderate based on the Unfair Terms of Consumer Contracts Regulations 1977 and Edwards was not contracted by it.

Submissions

5. The office of Fair Trading states clearly that the unfair conditions are not contractual on consumers. It therefore proposes that an individual consumer has the right to question terms they feel to be inconsiderate¹. In this case Ms Edwards has legal rights to challenge term (b) that stated that the student will be liable for the destruction incurred when the responsible person is unknown.

6. ‘ The Law Commission and The Scottish Law Commission’ established that in consumer contracts there are terms included that are not personally negotiated². The role of UCTA is to determine if the terms used are fair or unfair. In this particular case Ms Edwards was not involved in any kind of

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negotiations on term (a) and (b) of the tenancy agreement.

7. The ‘ Unfair Contract Terms Act 1977’ mentions that it is necessary for the terms in a contract to meet the specification of reasonableness³. This would permit a term to be fair and dependent. The terms in the tenancy contract did not meet these requirements.

(Name) Senior Counsel for the respondent

Law Firm

In the court of appeal(Name of Counsel)

On judgement from the trial chambers

Between

UNIVERSITY OF THE EAST OF ENGLAND

(Appellant)

-and-

EDWARDS

(Respondent)

SKELETON ARGUMENT

On behalf of Ms Edwards (“ the Respondent”)

Introduction

1. This skeleton discusses the second ground. The trial judge did not fail by ruling that the term (c) was inconsiderate under UCTA.

Submissions

2. The ‘ Unfair Contract Terms Act 1977’ 2 (2) states that in the event of harm or loss, the individual shall not limit or eliminate the liability unless the term fulfils the necessity of reasonableness⁴. In this case the term (c) is

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considered unreasonable.

3. In the case of London Borough of Newham v Khatun, Zeb and Iqbal; CA [24-Feb-2004] held that the terms of a tenancy agreement are controlled by the Unfair Contract Regulations to determine the unfair phrases and prevent them from being enforced⁵.

4. In the event the established acts and regulations may not permit the enforcement of a principle in this particular case, this court has the authority to develop their implementations.

a. The loss or destruction of property while in the university premises should not be assumed to be the student's liability.

b. If the student suffered the damage as a consequence of failure by the University to protect the property, she is entitled compensation.

Conclusion

5. Because of the above facts, we honourably plea your Lordships to reject this appeal.

Name of the counsel

(Junior Respondent)

Law Firm - date

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