This chapter discusses the terms of a contract. It first examines the distinction between a ‘term’ and a ‘representation’, before considering how those terms can be incorporated into a contract. It then discusses the nature of the contract being examined—even if the relevant term is not to be found in the ‘main’ contract, it may be found in a ‘collateral’, or ancillary, contract. Finally, the chapter addresses the ‘parol evidence rule’, which essentially states that where there is a written contract, extrinsic evidence cannot be used to establish other terms. This rule is riddled with exceptions and often dismissed, although it is suggested that it should not be entirely discarded.
11. Identifying the terms of a contract

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