2. Objectivity in contract law

This chapter provides an overview of the concept of objectivity. In contract law, the intentions of parties are generally judged by their words and conduct and their ‘objective’ meaning. This is known as the ‘objective test’. The contents of a contract are determined objectively. The best evidence that a term has been incorporated into a contract and that a contract is binding is through the parties’ signatures, although entirely oral contracts are equally possible. Contractual communications, whether oral or written, are generally to be understood in the way that a reasonable person in the position of the recipient would have understood them.

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