This chapter discusses the incorporation of terms into a contract. Three principal options are available to ensure the incorporation of terms, the first of which is to make sure that the other party to the contract signs the document that contains all the relevant terms. A party is generally bound by terms he has signed, whether or not he has read them. The second option is to take reasonable steps to bring the terms to the notice of the other party. In order to be effective the notice must have been given at or before the time of contracting, in a document that was intended to have contractual effect and reasonable steps must have been taken to bring the terms to the attention of the other party. The third option is incorporation by course of dealing or by custom. In order to constitute a ‘course of dealing’ there must have been a series of transactions between the parties that was both ‘consistent’ and ‘regular’.
9. Incorporation of Terms

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