This chapter focuses on contracts which leave some issues unaddressed and the law of implied terms used by the courts to deal with such situations. It first explains the nature of implied terms and the process of implication that requires the court to strike a difficult balance, along with the tests for implication. It then considers terms implied in law, paying attention to implication by statute and at common law, before discussing terms implied in fact. More specifically, it explores the test of business efficacy, obviousness, and the officious bystander, and the approach used based on Lord Hoffmann's judgment in the Privy Council in Attorney General of Belize v Belize Telecom. The chapter also analyses implication by custom, along with good faith and cooperation as requirements for parties to a contract.
8. Filling the gaps: Implied terms

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