This chapter discusses the nature and operation of duress, undue influence, and unconscionable bargains. Duress and undue influence occur where one party to a contract has coerced the other or exercised such domination that the other's independence of decision was substantially undermined. In the limited category of cases in which the doctrine of unconscionable bargains operates, it is necessary to show not only that the process by which the contract was made was unfair but that there is contractual imbalance, i.e., the doctrine extends to the actual substance of the contract and the fairness of its terms. Conduct which constitutes duress or undue influence by a trader against a consumer may also constitute a 'prohibited practice' under the Consumer Protection from Unfair Trading Regulations 2008, which will give the consumer 'rights to redress' under the Regulations.
10. Duress, Undue Influence, and Unconscionable Bargains

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