Titles in the Core Text series take the reader straight to the heart of the subject, providing focused, concise, and reliable guides for students at all levels. This chapter examines issues related to pre-contractual misrepresentation, which is a vitiating factor. It explains what counts as an actionable misrepresentation and discusses its distinction with the treatment of non-disclosure. It explores the elements for an actionable misrepresentation and the test of cause/reliance. It considers the remedies for misrepresentation, namely rescission which involves setting the contract aside and restoring the parties to the pre-contractual position, and damages, which are available at common law for fraudulent misrepresentation and under the Misrepresentation Act 1967 for other misrepresentations unless the misrepresentor can discharge the burden of reasonable grounds for belief. This chapter also explains that any clause that purports to exclude or restrict liability for misrepresentation is subject to the statutory requirement of reasonableness.