

# EXEMPTION / EXCEPTION CLAUSES

## EXCLUDE LIABILITY :

EXCLUSION CLAUSES

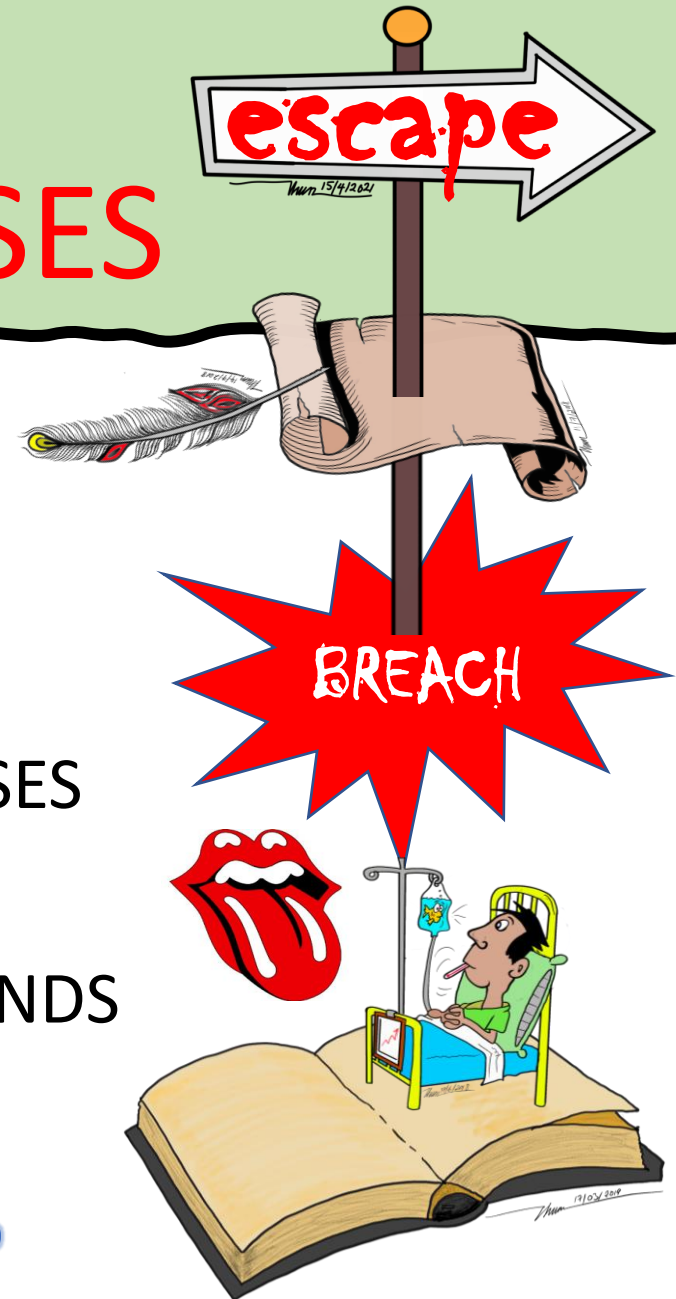
## LIMIT LIABILITY:

LIMITATION OF LIABILITY CLAUSES

PROTECTS PARTY IN BREACH

EFFECTIVE AND **VALIDITY** DEPENDS  
ON **GUIDELINES** \_ \_ \_ \_

I.C.U.U.



1

✓ **VALID**

# EXEMPTION CLAUSE



## 1) **INCORPORATION**

**"PART OF"** THE CONTRACT BY

a) **SIGNATURE.**

➤ **AUTOMATICALLY** INCORPORATED

➤ CONTRACT IS SIGNED

➤ **NEED NOT READ** THE CLAUSE

➤ Relevant case law *L'ESTRANGE v GRAUCOB*



1

✓ **VALID**

# EXEMPTION CLAUSE

## 1) INCORPORATION

“PART OF” THE CONTRACT BY

b) NOTICE

- **BEFORE / AT** TIME CONTRACT IS MADE
- ATTENTION OF OTHER PARTY





✓ **VALID**

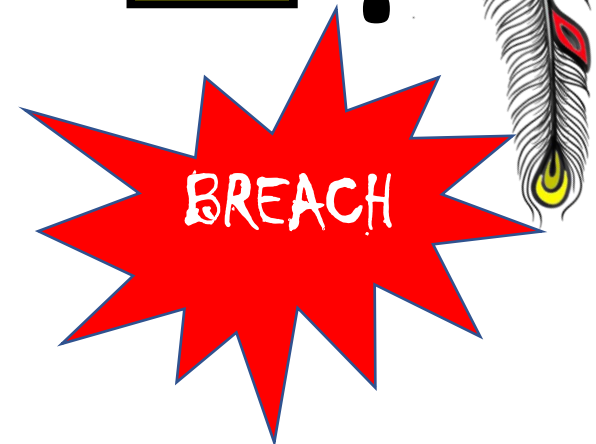
# EXEMPTION CLAUSE



## 2) CONSTRUCTION

EXEMPTION CLAUSE CONSTRUED or INTERPRETED

- CLEARLY **COVERS**
- **LOSS** or **INJURY** SUFFERED
- BY INNOCENT PARTY



3

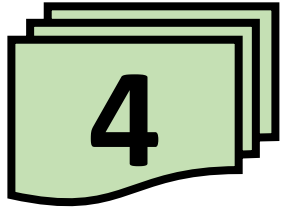
✓ **VALID**

# EXEMPTION CLAUSE

## 3) UNUSUAL FACTORS

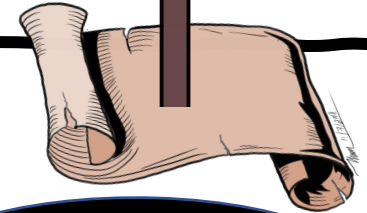
- **NO**
- i.e. MISREPRESENTATION
- **SCOPE** and **EXTENT** of
- EXEMPTION CLAUSE
- BY PARTY RELYING ON IT





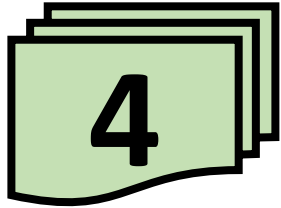
✓ **VALID**

# EXEMPTION CLAUSE



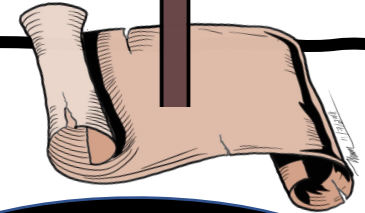
## 4) **UNFAIR CONTRACT TERMS ACT**

- PROTECTING CONSUMERS
- **SECTION 2(1)**
- CLAUSE **DOES NOT EXCLUDE LIABILITY FOR DEATH or PERSONAL INJURY**
- DUE TO **NEGLIGENCE**
- **NOT VOID**



✓ **VALID**

# EXEMPTION CLAUSE



## 4) UNFAIR CONTRACT TERMS ACT

- **SECTION 2(2)**
- **CLAUSE EXCLUDES LIABILITY FOR OTHER LOSS or DAMAGE**
- **DUE TO NEGLIGENCE**
- **FAIR and REASONABLE**
- **NOT VOID**