

Drafting Commercial Agreements

Fourth Edition

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Drafting Commercial Agreements

Preface

The fourth edition of *Drafting Commercial Agreements* remains the same as previous editions in respect of its scope and purpose. The aim continues to be to provide in one volume all of the essential precedents (together with the necessary accompanying legal commentary and explanation) for the various commercial and business relationships which a commercial lawyer is likely to meet in the course of his or her practice.

With the publication of yet another edition, the opportunity has been taken to update the contents of both precedents and commentary with the latest developments in statute and case law.

Perhaps the most notable developments are in the area of exclusion and limitation clauses, both in the field of consumer and business to business relationships. Legislative intervention (mainly arising from the European Union) has become more and more prescriptive particularly as regards consumer contracts, so that freedom to contract on the basis of agreement between the parties has become increasingly restricted.

Mention should also be made of the considerable changes in the field of employment law (including pensions and transfer of undertakings) that have occurred since the last edition. All of these are dealt with in the relevant commentary and precedents.

Finally, given limitations upon my time, much of the work of updating this edition has been undertaken for me by Robert Crossley, who I would like to thank for his professional and sensitive contributions to the work.

The law in this edition is in general stated as at September 2009.

Richard Christou
London 2009.

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