CONTRACTS

A fraudulent contract is one you did not agree to. You cannot be charged a fee or fine for XXXX unless there is a contract agreeing to this. Contracts, not private corporations make law. A lawful contract (written) requires the following:

\* All parties must be living.

\* All the terms must be laid out and must be agreed to, by both parties.

\* No one can enter into a contract on your behalf.

\* The contract must be an agreement between two living individuals and must be signed in wet ink.

\* There must be no coercion, duress or threat of loss of harm.

\* Without full disclosure, or if the contract is not signed or correctly executed, then it is null and void.

\* The contract must be executed in the presence of an independent witness or in the presence of two gov (or company) officers.

\* They cannot change a contract without notifying you in advance of any changes. You must be given the opportunity to reject the changes, or the whole contract, if you do not wish to accept those terms.

\* There must be a true exchange of value.

Without all of these things, no contract exists. Also, a contract is null and void if you were criminally coerced into accepting it, i.e. You will register or you will be fined or put in jail! (e.g. signing up for income tax!)

Ask them: "If you believe a contract between us exists, or that you have my consent to keep my data, or to issue a fine, please show me the evidence?

By failing to provide me with this evidence you are tacitly agreeing that you do not have such evidence. I am not obliged to perform under a contract I did not knowingly enter into or where the full terms and conditions were not disclosed."

**http://www.contractsandagreements.co.uk/law-of-contracts.html**

**The Elements of a Contract**

For any contract to be considered legally binding the elements of offer and acceptance must exist. The origin of a contract or agreement will begin with the offer. With the unconditional acceptance of the offer the contract will then be formed. But there are other contract elements that are required by the law, and if these are not present the courts may decide there is no contract.

**The Offer and Acceptance**

With an offer there must be a willingness from the accepting party to enter into the contract. In order to make the contract complete there must also be specific terms and conditions set out and accepted. Once all terms and conditions have been offered and accepted, and no further negotiations intended then the contract can said to be complete or full.

**Consideration**

Another important element in the law of contracts is consideration. A contract may not be deemed to be enforceable by law if there was no consideration included. This means that there must be mutual consideration on either side; one person promises to provide a service and the other pays in return.

**Intention**

The fourth element in a contract is intention. When parties make an agreement with no intention of the agreement becoming legally binding then it will not be judged to be a contract under the eyes of the law. In some cases, such as commercial contracts, there is an assumption that the contract is intended to be legally binding. If one of the parties does want to bring the matter to court and argue that there was never any intention of a binding contract then they will need to have some form of clear written evidence.

**The Terms and Conditions**

If a contract dispute is brought to the law courts then great emphasis will be placed on the terms and conditions of the contract. A contract cannot be said to be complete if the terms and conditions are not fully laid out. These conditions must not be vague or ambiguous. A contract will not usually be seen as legally binding if the terms and conditions are unclear. However, every court case is different, and a judge may at times try to clarify the terms and conditions of the disputed contract.

**Type of Contract**

In most cases it makes sense to take the precaution of formalising all agreements with a written contract. But a contract may be upheld even if it is made verbally. There are certain circumstances where contracts must be made in writing, such as the sale of property or tenancy agreements. If no written contract or statement does exist, and the contract dispute has reached the courts, then the judge may look at how services, promises, and exchanges were carried out in practice in order to make a decision.

**Contract Discharge**

A contract can come to end in one of four ways; breach, performance, agreement and frustration. Discharge by performance means that all the obligations of the contract have been accomplished by both parties. Agreement of discharge can mean that both parties agree to end the contract or one party releases the other party from the agreement. Frustration means that events have occurred that made the completion of the contract impossible and the obligations of the contract could not be met.

**Breaching a Contract**

A breach of contract can occur if one party does not fulfil one or more of the specified terms and conditions. It can also occur if the work carried out is defective or if one party makes the other aware that they will not be carrying out the agreed work. The law can then be brought to judge on this contract dispute and can award the innocent part damages.

The law of contracts can be a complicated matter, and serious consideration should be given along with expert legal advice if the court process is to be considered. Financial damages may only be awarded if the innocent party can prove financial loss. Court costs and solicitors fees should be weighed up against the likelihood of any damages awarded before proceeding with court cases.