

BLP BRIEF

Contract Law Part 3 : When a Contract is Breached at School

October 2018

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As discussed in the previous parts of this contract series, there are various contracts a Principal may enter into on behalf of their school. Setting aside the enrolment contract for the purposes of this article, it is important for principals to understand the implication of entering into contracts with service providers on behalf of their school. Contracts may be entered into with service providers for a multitude of reasons including to provide school utilities, contract building works, canteen facilities, website design or function venue hire. The Principal is considered to be an agent (representative) of the school and can enter into contracts which bind the school.

Unfortunately, not all contracts are carried out as planned and this can become problematic for the school. Issues may arise because products or services provided are not what was intended when the contract was entered into, because the provider has been misleading about the terms of the contract, because the contracting party refuses to comply with some or all of what was agreed or there is a dispute as to the terms.

Can I get out of a contract?

The answer is rarely a straight forward one. Contracts, if entered into correctly, are by their

very nature legally binding. As such it is always advisable to read the entirety of a contract before signing it, including the fine print and any terms and conditions. If you are unsure about a contract's terms, or something written in it doesn't feel right, you should always seek legal advice. It is best to be clear about the terms of a contract *prior* to signing it so as to provide protection for you and your school if any issue were to arise. A contract can always be negotiated, despite some service providers presenting agreements on a 'take it or leave it' basis.

As discussed in part one of Contract Law, a contract may not be valid if it is illegal or otherwise unfair. You may also be able to end a contract where there has been misrepresentation of the goods or services or where an essential term of the contract has been breached. Each issue would need to be considered individually to tailor the most appropriate legal advice for you and your school.

Disputing a contract

Whilst there are various formal legal avenues to dispute a contract, it is advisable to first discuss your grievance with the service

provider directly. This is the best way to keep your time and financial cost to a minimum and often many disputes may be resolved amicably. A contract may end at any time with the consent of both parties.

If you cannot resolve a dispute by talking with the service provider, you may seek to get Brennan Law Partners involved. This may begin with a legal letter explaining your concern and asking the contractor to remedy this concern.

Formal avenues

Finding the best formal avenue depends on the nature of your complaint and your desired outcome. You may wish to enforce a contract and make sure the promise made is kept. You may want to end the contract. You may be seeking monetary remedies where a contract has been broken. In each of these cases you could apply for a Court Order to reflect that outcome. Going to Court is always a last resort and may not be financially viable in all circumstances. If you are concerned about a contract you are involved in, or are having difficulty with a service provider executing

what was promised, please do not hesitate to discuss the appropriate options with us.

How can Brennan Law Partners assist?

It is recommended that schools exercise caution when entering into contracts for goods or services. Ensure contracts are read carefully and terms are negotiated where appropriate. If you have any concerns about a contract your school has entered into, are considering a new contract or are experiencing a contractual dispute, please contact us for tailored advice.

If you have any questions regarding any information in this BLP Brief, we welcome you to contact us at any time.

This is meant as a guide only and should not be taken as legal advice.



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