

Note to Students: An ability to conduct proper research, provide the appropriate referencing of sources and demonstrate critical thinking skills are all essential skills that our students must develop. Hence, marks are awarded for good research effort and proper referencing.

Less marks will be awarded to students who merely extract information from their reference sources without demonstration of critical analysis.

Remember to support your analysis with reasons, case law and (if relevant) statutory provisions that are applicable to Singapore.

There is a total of one (1) mandatory question for this GBA. You must answer ALL parts of Question 1.

Question 1

Your GBA group is working late on an assignment and decides to order food from an online portal: tampopo.oddle.me.

Carefully review the terms and conditions of the portal and answer the following questions. It is important that your analysis should include case law, examples and reasons to support your views.

For the purposes of this assignment, it is not mandatory to refer the Sale of Goods Act, Cap. 393 of Singapore and the Consumer Protection (Fair Trading) Act, Cap. 52A of Singapore.

(a) Analyse the online transaction that you would be entering by ordering from the portal. As part of your analysis, identify and discuss the four (4) elements of a valid contract and conclude when the contract was formed. In your answer, you are expected to refer to the relevant provisions of the Electronic Transactions Act, Cap. 88 of Singapore, where appropriate. (25 marks)

(b) From the terms and conditions stated in the website, identify one (1) condition and one (1) warranty. Explain and analyse why you have identified these statements as a condition and warranty respectively.

Describe a scenario where the condition is breached, and explain the remedy (or remedies) which may be applicable.

Explain why the significance of categorization of a term as a condition or a warranty has been diluted in the context of Singapore law. (15 marks)

(c) Discuss two (2) possible implied terms that would be relevant to the contract arising from the above transaction. In your analysis, you should cite the relevant legal principles to support your views. (10 marks)

(d) If the vendor has breached a condition, discuss and recommend an appropriate dispute resolution method. It is important to justify your recommendations with reasons. (10 marks)

(e) Explain the key effects of the Contracts (Rights of Third Parties) Act, Cap. 53B of Singapore vis-à-vis the common law position relating to privity of contract.

Based on the terms and conditions of the online portal, discuss whether a third party is able to commence a legal action against the vendor.

Conclude with your view (and reasons) on whether the Act is fair.

(10 marks)

(f) Identify the exemption clause found in the terms and conditions of the online portal.

Explain and provide a relevant example relating to the loss and/or damage that is intended to be covered by the exemption clause.

Analyse and conclude whether it is a valid exemption clause.

(30 marks)

---- END OF ASSIGNMENT ----