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Get it in Writing

a hand-shake is not legally binding

It was called a Gentleman's Agreement, assurances made by trusting parties to honour a mutually beneficial promise. Much of the time it worked well, particularly if there was a history of friendship, or even occasional business arrangements conducted successfully over a long period of time. When honesty was paramount, a hand-shake to seal the deal was regarded as enough. That, however, was then; these days, it means nothing.

Some verbal agreements still carry weight, provided there are witnesses who are prepared to confirm what was said by whom at the time; but there is a risk of inaccurate recall, or a last-minute reluctance to testify, especially if the matter goes to court. Such an eventuality is often disappointing and frustrating for many ordinary people who are in ignorance of the law. This can lead to assumptions that justice and commonsense will surely prevail; unfortunately, despite the fact that the law is a law unto itself, we are all bound to abide by it.

Getting it in writing is generally regarded as insurance that, once accepted and signed by the parties concerned, all provisions and details will be honoured to the full; but it isn't quite as simple as jotting down the main points on a sheet of A4 and adding signatures. To be legally binding, a document has to be worded in the right way; and, in some cases, the signing of it, if not executed in the correct manner, can render it illegal and useless. A last will and testament is a classic example. Even when drawn up by legal professionals, then signed and witnessed as prescribed by the laws of the country, it can still be contested by those who feel they have been unfairly treated; and occasionally, if the case against the original bequests is strong enough, the provisions of a will can be overturned by the court.

Everyday life throws up many instances where a piece of paper needs signing before goods are handed over, or a particular service is rendered. Following are some that are not always treated seriously until they come back to bite.

Lease and rental agreements can be complex. They are, however, worth reading through before signing to ascertain the rights on both sides. It is fairly certain that owners and agents have theirs well and truly covered; but prospective tenants might discover later down the track that they should have taken more notice of clauses that disadvantage them. The best advice is to read everything carefully. Any stipulations that are seemingly unfair or unacceptable should be struck through in pen with a single line; and amendments written on the document and initialled. It is then the responsibility of the leasing agent to incorporate the amendments into a new document; or refuse to comply with the client's wishes. The latter being the case, it is up to the intending lessee to either take a chance, or walk away and find a better deal.

Insurance policies also need critical appraisal. Companies are unlikely to change terms or conditions; but before signing on the dotted line, customers need to ensure that they are covered for contingencies that matter; and that omissions or wavers of responsibility do not make the policy null and void in areas of importance. Too many overseas travellers have fallen foul because they failed to read the fine-print properly.

Organising repairs and renovations sounds simple - find someone to do the job, pay them an agreed amount when it's finished, and everybody's happy. Most of the time that may be so; but if there's nothing in writing, either party can end up out of pocket. As for guarantees, just taking someone's word that they will rectify problems that arise later as a result of poor workmanship or faulty materials is incautious and very naive.

Who hasn't bought a second-hand car? Whether buying from a car-yard or a private individual, terms and conditions need to be agreed and detailed, then signed by both parties; and preferably witnessed by a third person. Too many dissatisfied purchasers are told: "You bought the car. It's your problem now, not mine!" Without that signed piece of paper, they are unlikely to have legal grounds for compensation.

Whatever you are purchasing, hiring, borrowing or leasing, if loss of money is a possible scenario when something goes awry, why would anyone trust the word of a complete stranger? But even if you know the person, for both your sakes, get it in writing; or maybe rue the consequences.

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