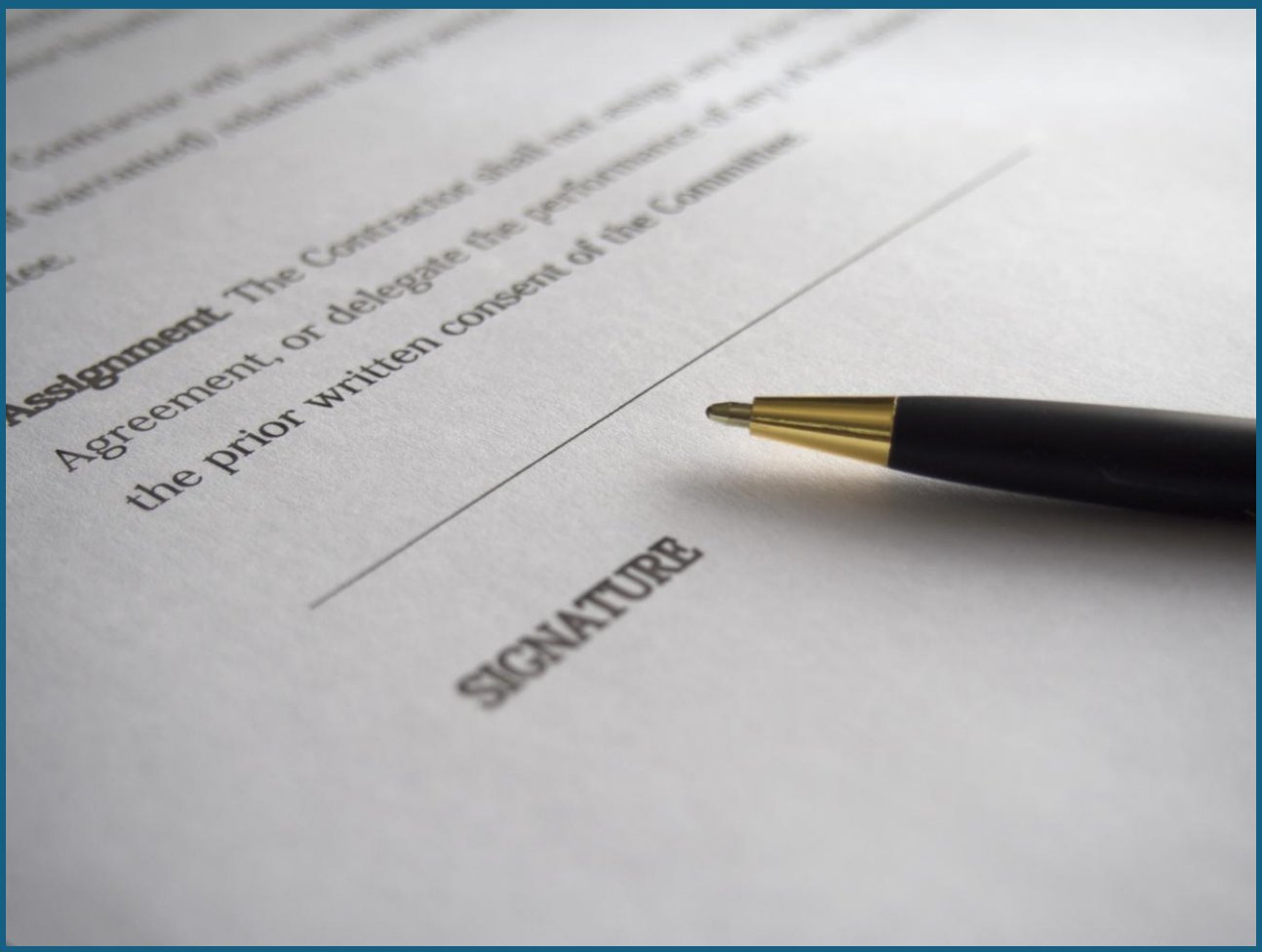
The Contract Nobody Signed – When Agreements Become Binding



Procurement and Supply Chain Management Made Simple.

Foreword – The Contract Nobody Signed

Few commercial assumptions are more dangerous than believing that an unsigned contract cannot bind a business. A purchasing manager gives the go-ahead, a supplier mobilises, invoices are paid, and everyone expects the paperwork to follow. Months later, a dispute exposes an uncomfortable truth: enforceable commitments may already exist. Under the law of England and Wales, a signature is often powerful evidence of agreement, but for most ordinary commercial contracts it is not a legal requirement.

The consequences reach well beyond whether an invoice must be paid. An organisation may find itself bound by terms on delivery, price, warranties, liability or termination that nobody consciously approved in final form. Suppliers can equally discover that work commenced in good faith is not covered by the protections they expected. Neither outcome follows automatically, because courts examine objective agreement, statutory formalities and what the parties actually said and did, rather than their private assumptions.

In RTS Flexible Systems v Müller (2010), a £1,682,000 contract for automated dairy production lines proceeded without the parties ever signing their planned agreement. The Supreme Court nevertheless found a binding contract by examining their negotiations, performance and subsequent dealings. The dispute arose not because contracting rules were obscure, but because commercial activity overtook formal documentation, a pattern that recurs across construction, technology and housing repairs throughout the United Kingdom (UK).

The risk concerns public and private organisations alike. The House of Commons Library reported £395 billion of UK public procurement spending in 2024–25, equivalent to 35% of public expenditure on its stated measure. That figure does not show how often unsigned contracts arise; it illustrates the volume of commitments requiring control. The same legal principles govern a £500 consumables order and a multi-million-pound outsourcing arrangement, so clear authority, documented acceptance and consistent conduct remain essential.

When Does an Agreement Become Legally Binding?

A commercial relationship can become contractual before anyone signs anything. In England and Wales, the usual ingredients are offer and acceptance, consideration, an intention to create legal relations and terms certain enough to enforce. Courts assess them objectively, asking what a reasonable person in the parties' position would understand from their words and conduct. Scotland applies distinct contract rules, so conclusions about English law should not automatically be extended throughout the UK.

An offer is more than an invitation to discuss prices or explore possibilities. It communicates a willingness to be bound on identifiable terms once accepted. Acceptance must correspond with the offer and ordinarily be communicated, although conduct can sometimes communicate it. A supplier quoting £40,000 for specified equipment, with a delivery date and validity period, may well make an offer, whereas a buyer inviting quotations will ordinarily begin negotiations rather than conclude them.

Consideration is the exchange that supports an ordinary contract under English law. Payment is the obvious example, but promises to deliver equipment, provide maintenance or undertake work also qualify. The law requires something of legal value rather than an economically equal bargain, so a commercially disappointing deal does not fail merely because one party negotiated badly. Deeds are the principal exception: properly executed, they can be enforced without any consideration passing between the parties.

Commercial parties are generally presumed to intend legal consequences when they reach a sufficiently definite bargain, unlike many family or social arrangements. Certainty matters equally, because a court must identify obligations it can enforce. Agreed mechanisms, previous dealings, or statute can fill some gaps. Yet, an unresolved price, scope, or essential condition may prevent formation altogether, particularly where the parties agreed on that matter as an express precondition.

The timing of acceptance can also matter. Where the postal acceptance rule applies, a properly posted acceptance generally becomes effective when posted, not when received. In Entores v Miles Far East Corporation (1955), the Court of Appeal held that a telex acceptance took effect where it was received, in London. Emails and procurement portals raise similar questions about receipt, timing and communication, making clear acceptance procedures particularly important for commercial organisations.

The Difference Between an Agreement and a Contract

Businesses agree many things without intending immediate legal obligations. A discussion about possible delivery dates, a preferred-supplier announcement or provisional pricing may record progress rather than an enforceable bargain. Expressions such as indicative, subject to approval and subject to contract can matter, but their legal effect depends on context. The decisive issue is whether the parties objectively committed themselves on sufficiently certain terms, not what either of them privately assumed at the time.

Preliminary documents often occupy an awkward middle ground. Heads of terms might impose binding confidentiality or exclusivity obligations while leaving the main supply contract unresolved. An agreement to negotiate future prices may lack the certainty needed to compel a purchase. Meeting minutes stating that the parties are broadly aligned show that discussions have progressed, not that every essential condition has been settled or that contractual obligations already exist between the organisations concerned.

In Blue v Ashley (2017), consultant Jeffrey Blue claimed a £15 million bonus that he said Sports Direct founder Mike Ashley had promised, during a meeting in a London pub, if the company's share price reached £8. The High Court rejected the claim, holding that a reasonable person would not have understood a conversation conducted amid drinking and banter as a serious offer. A specific figure and an apparent handshake did not create enforceable obligations.

Commercial scale makes the distinction important. Government estimates recorded approximately 5.7 million private-sector businesses at the start of 2025, including 5.64 million small businesses employing fewer than 50 people. Their quotations, meetings and negotiations create countless opportunities for misunderstanding, although no official statistic shows how many become disputed contracts. Practical protection means identifying which documents are proposals, which record agreed terms, and precisely when internal approval becomes binding external acceptance.

Contracts Formed Through Conduct

Actions can communicate acceptance as effectively as words. A supplier may dispatch goods against a purchase order, a contractor may begin instructed work, or a customer may accept a service and pay the agreed instalments. None of these steps automatically proves a particular contract; their significance depends on the earlier offer, surrounding correspondence and whether the conduct objectively signals assent. What matters is the whole commercial sequence, not whether a signature appears.

Brogden v Metropolitan Railway (1877) remains the classic illustration. Brogden had supplied coal to the railway company for years, and the parties drafted a formal agreement that Brogden completed and returned, but which the company's agent filed away unexecuted. Both sides then ordered, delivered and paid for coal on the draft's terms. When a dispute arose, the House of Lords held that their conduct had created a binding contract despite the missing formal completion.

The modern leading authority is RTS Flexible Systems v Müller, decided by the Supreme Court in 2010. Work on automated mixing lines at Müller's Market Drayton plant began under a letter of intent, which later expired. The draft conditions stated that the contract would not become effective until each party had executed and exchanged a counterpart, yet nobody ever signed. Equipment was supplied, the £1,682,000 price was agreed, and substantial variations were negotiated regardless.

The Supreme Court concluded that the parties had agreed all essential terms and, through their subsequent conduct, had waived the requirement for formal execution. Crucially, the judgment did not declare that starting work always creates a contract. It established that conduct can show that the parties have ceased to insist on a precondition they originally imposed, which is why organisations relying on subject-to-contract wording must ensure that their behaviour remains consistent with it.

Reveille Independent v Anotech International (2016) applied the same principle in a television context. Anotech signed a deal memorandum, with amendments, covering promotion of its cookware on American versions of MasterChef, but Reveille never countersigned, despite wording contemplating signature by both sides. Reveille then integrated the products into filming and approved associated promotion. The Court of Appeal held that this conduct amounted to acceptance, producing a binding agreement without the anticipated countersignature.

For procurement teams, the practical risk appears when operational urgency overtakes governance. Deliveries are accepted, mobilisation begins, or invoices are paid before commercial terms have been approved. Each step can strengthen an argument that an agreement exists, while leaving warranties, liability limits and remedies uncertain. A controlled instruction to proceed, clear authority limits, and a documented contractual basis reduce the risk of expensive disagreement once performance problems emerge and the parties' positions harden.

Verbal Agreements – When Words Create Obligations

A telephone call can create a binding contract where its words and context establish the required legal ingredients. A facilities manager might accept a contractor's definite price for emergency repairs, or a buyer might orally agree quantities and delivery dates. No general

rule of English law requires ordinary supply or service agreements to be signed. Yet specific transactions carry prescribed formalities, making blanket assurances about the enforceability of verbal contracts unsafe.

Wells v Devani (2019) shows how a telephone conversation can give rise to a substantial claim. Estate agent Mr Devani agreed by phone to find a buyer for Mr Wells's remaining flats in Hackney, for commission of 2% plus Value Added Tax (VAT), and introduced Newlon Housing Trust, which agreed to pay £2.1 million. Written terms followed only after the introduction. The dispute reached the Supreme Court because no one had expressly agreed when the commission became payable.

The difficulty usually emerges months later, when participants recall different conversations. One remembers a fixed £12,000 price; another recalls an estimate subject to inspection. A buyer believes an instruction authorised an initial survey, while the supplier believes it covered the full installation. Courts may weigh diary entries, later emails, invoices, conduct, and witness evidence, but without written confirmation, proving precise obligations becomes considerably harder and more expensive for both sides.

Internal authority adds a further complication. The person giving an oral instruction may lack permission under the organisation's purchasing rules, yet the supplier might argue that the person appeared authorised to contract. Whether apparent authority exists depends on the organisation's representations and the surrounding circumstances, not the employee's job title alone. Businesses should therefore separate internal non-compliance from the distinct legal question of whether the organisation is bound externally.

Good evidence costs little compared with disputed performance. After a material telephone instruction, a confirmation email should identify the supplier, scope, price, timetable, applicable conditions and whether approval remains outstanding. The recipient should be invited to correct inaccuracies promptly, although silence alone will not ordinarily signify acceptance. Where no contract is intended until signature, that condition should be stated clearly at the outset and respected in all subsequent conduct by both parties.

Email Exchanges – The Agreement Hidden in Correspondence

Email makes negotiation rapid, searchable and deceptively informal. A quotation may be followed by amendments, a brief acceptance and instructions to mobilise, all without a traditional contract document. English law can recognise a binding agreement across such messages where the requisite elements are present. The essential task is to reconstruct what was offered, what was accepted, whether counteroffers intervened, and whether any stated condition postponed commitment until a later formal step.

Golden Ocean Group v Salgaocar Mining Industries (2012) demonstrates the point in a high-value shipping transaction. The dispute concerned a ten-year charter of a newly built bulk carrier, negotiated almost entirely through brokers' emails. The Court of Appeal accepted that a guarantee could be assembled from a chain of messages, and that a broker's typed first name, Guy, was a sufficient signature because it signified his authority and responsibility for the contents.

The contrasting decision in Mehta v J Pereira Fernandes SA (2006) demonstrates the limits. A company director had proposed a personal guarantee of £25,000 in connection with his company's outstanding debts. The High Court held that his email address, automatically inserted into the message header, was insufficient authentication for the statutory signature requirement. The court therefore overturned summary judgment on the guarantee, illustrating why an automatically generated email address does not necessarily constitute a legally effective signature.

Even short phrases can carry very different consequences. An unqualified reply accepting a definite quotation may conclude a contract, while agreement in principle, subject to board approval, or please send revised terms may not. An acknowledgement that changes delivery

provisions can operate as a counteroffer rather than acceptance. Chronology matters, so teams should preserve entire chains and attachments rather than selecting the single message that appears to support their preferred account.

Emails must also be read alongside subsequent events. A buyer may initially reserve approval but then issue instructions and receive completed work; a supplier may propose revised conditions and later deliver goods anyway. Such actions can affect whether and when an agreement forms, although express reservations and unresolved essential matters may prevent that conclusion. A document headed draft is useful evidence of intention, not a substitute for examining the entire transaction.

The practical answer is disciplined correspondence, not abandoning email. Procurement and commercial teams should specify whether quotations are binding offers, identify the applicable conditions, state who may accept and record the precise moment of commitment. Where negotiations remain open, messages should say so expressly. Where acceptance is authorised, one clear confirmation linking the agreed scope, price and terms is preferable to an ambiguous trail of acknowledgements spread across several mailboxes.

Electronic Signatures and Digital Acceptance

Electronic acceptance is now part of ordinary contracting. Clicking an acceptance box, applying a digital signature or approving terms through a procurement portal may demonstrate agreement, subject to the relevant offer, procedures and legal requirements. Section 7 of the Electronic Communications Act 2000 makes electronic signatures admissible in evidence, but admissibility is not proof of authority. A platform recording that somebody clicked accept does not show that the correct terms were presented.

The Law Commission confirmed in its 2019 report on the electronic execution of documents that an electronic signature can, in law, execute a document, including a deed, provided the signatory intends to authenticate it, and any other formalities are satisfied. Deeds still require witnessing where the law demands it, and the Commission recommended further work on video witnessing rather than declaring it valid. Electronic convenience never provides a universal exemption from formality.

Neocleous v Rees (2019) illustrates how far the principle can reach. Solicitors negotiating settlement of a dispute over land beside Lake Windermere exchanged emails under which a small plot would be transferred for £175,000. The High Court held that the solicitor's name in an automatically generated email footer was a signature for the strict land-contract formalities, because configuring the footer was a conscious act and his closing words showed authenticating intent.

Reliable systems therefore retain more than a signature image. They should capture the authenticated user, document version, complete terms, timestamp, approval history and evidence of delivery or receipt. For a £500 software subscription and a £5 million outsourcing arrangement alike, the legal questions remain consistent, even if governance should be proportionate. Strong audit trails help resolve disputes about identity, authority, altered documents and the precise point at which acceptance occurred.

Purchase Orders – Can Placing an Order Create a Contract?

A purchase order is an important commercial instrument, but its legal effect depends on the transaction. It may constitute an offer to buy, an acceptance of an existing supplier offer, or an administrative record of a contract already concluded. A supplier's acknowledgement might accept the order or propose different terms. Calling a document a purchase order does not determine its function, so sequencing and wording matter far more than the label printed at the top.

Consider a buyer requesting 200 components at £150 each, with delivery required within four weeks. A purchase order confirming the supplier's existing unconditional quotation may amount to acceptance of a £30,000 contract. If the buyer instead imposes new warranty or

payment conditions, the order may be a counteroffer. If the supplier then begins manufacturing against it, that conduct may indicate acceptance, depending on the terms and surrounding communications.

Modern procurement systems can make these distinctions harder to see. An automated order number may appear before commercial approval, or an order may be issued retrospectively after services begin. A no purchase order, no payment policy is a financial control, not a rule of contract formation. Conversely, creating a purchase order internally does not normally bind a supplier that has neither received nor accepted the relevant offer, no matter how advanced the internal approval process may be.

The public-sector stakes are considerable. His Majesty's Treasury (HM Treasury) recorded £72.5 billion of public spending on medical goods and services in 2024–25. In high-volume settings such as healthcare supply, call-off orders placed under frameworks may each create a separate contract, so their wording, referenced conditions and approval route determine which obligations arise. Retrospective orders raised after delivery undermine both the audit trail and the legal analysis of when each commitment began.

A defensible purchasing process identifies when contracts form, who can commit expenditure, and which terms apply. Buyers should avoid raising retrospective orders that falsely suggest approval preceded delivery. Suppliers should check whether an order actually accepts their quotation or replaces it with different conditions. Both sides benefit from linking purchase orders, acknowledgements, contracts and variations in one accessible record before commitments become operational facts that are difficult to unpick later.

The Battle of the Forms – Whose Terms Apply?

The battle of the forms begins when buyer and supplier exchange documents containing conflicting standard conditions. A quotation may claim the supplier's terms prevail, while the purchase order insists on the buyer's conditions. If each side performs without resolving the conflict, a contract may exist, but its governing terms become disputed. The consequences can affect price adjustments, delivery risk, warranty obligations, indemnities and, most expensively, limitations of liability when something goes wrong.

Butler Machine Tool v Ex-Cell-O Corporation, decided by the Court of Appeal in 1977 and reported in 1979, remains the leading illustration. The seller quoted £75,535 for a machine on terms including a price variation clause. The buyer ordered on its own conditions, which contained no such clause, and the seller signed and returned a tear-off acknowledgement. When the seller later claimed an additional £2,892, the court held that the buyer's terms governed.

The traditional analysis examines successive offers and counteroffers, with acceptance often inferred from delivery. The final counteroffer accepted by conduct often prevails, described as the last shot. In Tekdata Interconnections v Amphenol (2009), the Court of Appeal applied that analysis to a long-standing supply relationship. It held that the supplier's acknowledgement terms governed, departing from it only where documents or conduct clearly show a different common intention.

Sometimes neither side wins. In Transformers & Rectifiers v Needs (2015), a buyer had ordered gaskets almost weekly since the mid-1990s. Its conditions were printed on the reverse of paper orders but omitted when orders were faxed or emailed. At the same time, the supplier's acknowledgements merely referred to its normal terms without supplying them. The High Court held that neither set of conditions was incorporated, leaving the contracts governed by the terms that the law implies.

BP Oil International v Glencore Energy UK (2022) shows why precise characterisation matters. The dispute concerned a cargo of around 100,000 tonnes of Russian crude oil loaded at Ust-Luga in April 2019. The High Court found that a contract had already been concluded on 2 April on recap terms incorporating BP's general conditions. Glencore's later proposals

were attempts to vary that existing contract, not a conventional battle of the forms, so the last-shot argument failed.

Prevention starts before purchase orders are exchanged. Buyers should use clear incorporation language, supply their conditions with every order, expressly reject unacceptable counter-conditions and avoid signing acknowledgements that import unknown terms. Suppliers should identify the conditions on which they will transact and resolve objections before performance. A prominent statement that our terms prevail offers no reliable protection, because the controlling question remains what the parties objectively offered and accepted.

Implied Contracts and Established Trading Relationships

Established trading relationships develop commercial habits that can significantly influence contractual analysis. A buyer may order the same components monthly, the supplier may deliver without individual acknowledgements, and payment may follow an established schedule. Repeated conduct can demonstrate acceptance or help identify terms in particular transactions. Nevertheless, historical cooperation does not automatically create an overarching obligation to keep ordering, continue supplying or maintain prices indefinitely into the future.

The limits appear clearly in Baird Textile Holdings v Marks & Spencer (2001). After roughly 30 years supplying garments, Baird argued that the relationship imposed an implied obligation to give reasonable notice before termination. Its sales to Marks & Spencer were worth approximately £205.5 million in 1998. The Court of Appeal rejected the proposed overarching contract because its terms were too uncertain, illustrating that even commercially significant relationships may lack enforceable future commitments.

Previous dealings and trade practice can nonetheless supply terms where the evidence is consistent. In British Crane Hire Corporation v Ipswich Plant Hire (1975), a crane was hired urgently by telephone, with written conditions sent only afterwards. Because both businesses operated in the plant-hire trade and knew such conditions were standard, the Court of Appeal held them incorporated, making the hirer responsible for recovering the crane when it sank into marshy ground.

Courts distinguish implying an entire contract from implying a term into an existing one. The second exercise is governed by a strict test, restated by the Supreme Court in Marks and Spencer v BNP Paribas Securities Services Trust Company (Jersey) (2015): a term will be implied only where it is necessary for business efficacy or so obvious that it goes without saying. Reasonableness or fairness alone will never suffice.

The commercial lesson is to make recurring arrangements explicit. Framework agreements should state whether purchases are obligatory or arise only through separate call-off orders, identify the governing conditions and set out the mechanism for changes. Contract managers should retain order histories, versions of terms and records of exceptions. Familiarity speeds transactions, but it can also conceal ambiguity until a delayed delivery, disputed invoice or sudden termination exposes it.

Tendering and Implied Process Contracts

Competitive tendering creates its own contractual questions before any supply contract exists. In Blackpool and Fylde Aero Club v Blackpool Borough Council (1990), the council invited seven organisations to tender for a concession to operate pleasure flights from Blackpool Airport by noon on 17 March 1983. The club posted its bid in the town hall letterbox an hour early, but staff failed to empty the box and treated it as late.

The Court of Appeal held that the invitation created an implied contract requiring the council to consider conforming tenders submitted on time, although it was not obliged to accept any. In Harmon CFEM Facades v Corporate Officer of the House of Commons (1999), the Technology and Construction Court established liability for breaches of procurement

requirements and an implied duty to treat tenderers fairly and openly. Separate proceedings in 2000 addressed an interim payment towards the damages recoverable.

For contracting authorities within its scope, the Procurement Act 2023 now provides statutory remedies for breaches of procurement duties, including damages and, in certain circumstances, the setting aside of contracts. Private-sector tenders remain governed by the general law, so organisations running competitive processes should expressly state whether their instructions create binding obligations, how late or non-compliant bids will be treated, and whether the buyer reserves the right to award nothing.

Silence, Inaction and Assumed Acceptance

A supplier cannot ordinarily convert an unanswered proposal into a contract by declaring that silence means acceptance. English contract law normally requires acceptance to be communicated, whether through words or objectively meaningful conduct. An email stating that a £25,000 quotation will become binding unless rejected within seven days does not automatically create a contract. The recipient's failure to reply, on its own, is generally insufficient to establish a new contractual obligation.

The principle derives from Felthouse v Bindley (1862), where an uncle offering to buy his nephew's horse wrote that, if he heard no more, he would consider the horse his. The nephew never communicated acceptance, and the court rejected the contention that silence had completed the sale. The case remains relevant to unsolicited renewals, supplier price increases and proposed extensions where businesses attempt to turn a customer's inaction into consent.

Silence must nevertheless be distinguished from active receipt and use of benefits. A customer that repeatedly orders consumables, takes delivery and pays invoices may, through its conduct, accept the terms of individual transactions. Equally, a supplier continuing performance after a proposed variation might demonstrate assent, depending on the circumstances. Established dealing patterns provide context, but neither receiving an unsolicited invoice nor failing to dispute one automatically creates liability.

For procurement managers, the safest response to unexpected conditions is prompt, express clarification. Proposed price increases should be rejected before further deliveries are accepted on disputed terms, and correspondence should state when operational activity continues without agreement to a contractual amendment. Silence should never be relied upon as a substitute for proper acceptance. Equally, a business should not assume that its own inactivity protects it when its subsequent actions clearly communicate agreement.

Who Has Authority to Bind the Business?

An organisation acts through people, so the question of who may commit it is central. Actual authority may be expressly delegated through a board resolution, scheme of delegation or purchasing mandate, and it can also arise by implication from an employee's role and established practice. Section 43 of the Companies Act 2006 confirms that a company may contract through any person acting under its authority, express or implied, without the company seal.

Apparent authority concerns a different question: whether the organisation's own representations reasonably led the other party to believe that the employee could act for it. An employee's unsupported assertion of authority is not normally enough. Job titles, previously approved dealings and statements by senior management may all matter. Courts assess the position objectively, including whether the counterparty genuinely relied on the appearance of authority when committing resources to the transaction.

Freeman and Lockyer v Buckhurst Park Properties (1964) remains the foundational authority. A director, Mr Kapoor, acted as the company's managing director without formal appointment, and the board knowingly allowed it. When he engaged architects for a property development, the Court of Appeal held the company liable for their fees, because the board's acquiescence

amounted to a representation that he possessed the necessary authority.

Armagas v Mundogas (1986) demonstrates the limits of that protection. A senior Mundogas employee, who knew he lacked authority, purported to agree a three-year charter of a vessel alongside its sale to Armagas. The House of Lords held that apparent authority could not be established merely by the representative asserting his own powers, because the representation must come from the principal. Suppliers should therefore verify unusually substantial commitments rather than trusting a persuasive negotiator.

Companies Act protections can help counterparties. Under section 40, directors' power to bind a company is deemed free of any limitation in its constitution in favour of a person dealing with it in good faith. It does not validate every employee's commitment. A warehouse supervisor authorised to buy urgent consumables plainly differs from one purporting to commission a £400,000 automation project, although past tolerance of similar orders can blur that line.

Practical controls should name authorised signatories, establish monetary thresholds and distinguish approval to negotiate from authority to conclude a contract. Procurement teams should verify unusual commitments directly with appropriately authorised representatives, and finance teams should prevent expenditure from being concealed in routine payment processes. Operational managers must know when to escalate requests, while suppliers should retain evidence of the authority they reasonably relied on when accepting instructions.

Public Bodies, Capacity and Retrospective Contracts

Public bodies face an additional question that most companies escaped long ago: whether they have legal power to make the contract at all. In Hazell v Hammersmith and Fulham London Borough Council (1991), a council with total borrowing of about £390 million had entered 592 interest-rate swap transactions with a notional principal of £6,052 million. The House of Lords held that the council lacked power to enter swaps, so every contract was void.

The decision triggered years of restitution litigation between banks and councils. Parliament later enacted the Local Government (Contracts) Act 1997, allowing local authorities to certify certain contracts so they are treated as within the authority's powers, protecting counterparties who have relied on them. The lesson for suppliers remains relevant: a confident instruction from a public official cannot create a valid contract where the body itself lacks the necessary statutory power.

Emergency procurement shows how quickly documentation can fall behind performance. The National Audit Office (NAO) reported that over 8,600 contracts worth £18.0 billion had been awarded in response to the Coronavirus Disease 2019 (COVID-19) pandemic by 31 July 2020, including £10.5 billion awarded directly without competition. It also found that some contracts were awarded retrospectively, including a £3.2 million Deloitte contract awarded on 21 July 2020 with an effective date of 14 March.

The NAO also cited a Cabinet Office contract with research agency Public First, awarded on 5 June 2020 with an effective date of 3 March. Payments eventually totalled £564,393.67. The High Court found in 2021 that the award gave rise to apparent bias, before the Court of Appeal overturned that finding in January 2022. Retrospective documentation may record arrangements already underway, but it does not itself establish when contractual obligations arose or which terms previously applied.

Subject to Contract – Protection or False Security?

The phrase subject to contract normally signals that negotiations are provisional and that neither party intends to be bound until a specified formal step occurs. It is particularly important in property, construction, outsourcing and settlement discussions. Used consistently, it prevents apparently agreed commercial terms from becoming an immediate contract. Its effectiveness nevertheless depends on objective intention and subsequent conduct, rather than on a heading treated as a magical formula that guarantees protection.

Joanne Properties v Moneything Capital (2020) illustrates the safeguard working as intended. Solicitors negotiated how £140,000, ring-fenced from a property sale, should be divided, exchanging an offer and acceptance both headed without prejudice and subject to contract. The trial judge found a binding settlement, but the Court of Appeal disagreed, holding that the qualification had never been removed, expressly or by necessary implication. Agreement on the figures was not enough.

Generator Developments v Lidl UK (2018) shows the same protection applying to a claimant who invested heavily. Generator worked on a joint venture to develop a site in Brentwood, but every draft agreement was marked subject to contract, and none was signed. When Lidl acquired the site for itself, the Court of Appeal held that Generator had no equitable interest. By contrast, RTS v Müller shows that unequivocal conduct can still override the reservation.

Letters of Intent and Agreements to Agree

A letter of intent can authorise limited preliminary work while parties negotiate a fuller contract. Heads of terms and memoranda of understanding may record commercial expectations, agreed principles or selected binding commitments. Their titles do not determine their legal effect. A document can impose enforceable confidentiality, exclusivity or payment obligations without establishing the main contract, so each provision must be assessed for certainty, intention and any applicable formalities.

Diamond Build v Clapham Park Homes (2008) arose from refurbishment of 16 houses and 51 flats on the Clapham Park Estate in south London. The contractor's tender was £2,489,302, but works began under a letter capping reimbursement of reasonable costs at £250,000 if no formal contract was executed. The Technology and Construction Court held that the letter was itself a contract, rejecting the contractor's argument that a full building contract had replaced it.

In Ampleforth Abbey Trust v Turner & Townsend Project Management (2012), Kier Northern completed construction works under successive letters of intent. A formal building contract was eventually executed in 2008, years after completion and following mediation, on terms excluding liquidated damages for delay. The High Court awarded the Trust £226,667 against its project manager for failing to provide adequate advice and secure proper contractual protection during the works.

Arcadis Consulting (UK) Ltd v AMEC (BSC) (2018) concerned allegedly defective design of the Castlepoint car park in Bournemouth, where AMEC's claim was put at £40 million. Work had begun before the parties agreed the final documentation. The High Court found no liability cap, but the Court of Appeal held that a contract formed by conduct had incorporated earlier terms limiting liability to the reasonable direct costs of repair, renewal or reinstatement.

An agreement to agree presents another difficulty. In Walford v Miles (1992), the House of Lords refused to enforce an agreement to negotiate the sale of a photographic processing business exclusively, because it specified no duration and a duty to negotiate in good faith was unworkable. A sufficiently definite, time-limited exclusivity commitment can nonetheless bind, as Pitt v PHH Asset Management (1993) confirmed for a two-week lock-out agreement in a property sale.

When Contractual Terms Remain Unresolved

Commercial negotiations sometimes appear complete because a price has been discussed and work has begun, yet the essential bargain remains uncertain. The missing element might be product specification, service duration, delivery milestones or the method for calculating payment. English courts strive to uphold agreements objectively established, particularly after performance. They cannot, however, create obligations the parties never sufficiently defined or intended.

Statute can resolve certain contractual gaps. Section 8 of the Sale of Goods Act 1979 provides for a reasonable price where none is otherwise determined, while section 15 of the Supply of

Goods and Services Act 1982 can imply a reasonable charge. For qualifying overdue commercial debts, the Late Payment of Commercial Debts (Interest) Act 1998 provides statutory interest at eight percentage points above the applicable Bank of England base rate, together with fixed compensation of £40, £70 or £100.

Wells v Devani (2019) shows the courts' willingness to find certainty in context. Although nobody had expressly agreed when the 2% commission became payable, the Supreme Court held that a reasonable person would understand it to be due on completion, from the sale proceeds. Contract formation and statutory compliance proved separate questions, however: the agent's breach of the Estate Agents Act 1979 led the trial judge to reduce commission by one-third, to £32,900 including VAT.

The distinction matters most for services that evolve during mobilisation. A quoted £250,000 installation cost may appear precise, yet disputes arise if nobody agrees whether it includes commissioning, training or site preparation. Statutory gap-fillers should never replace commercial negotiation. Procurement records should set out deliverables, pricing method, dependencies, acceptance criteria, and remedies; expressly identify outstanding decisions; and prevent operational teams from assuming silence has filled the gaps.

Terms and Conditions Nobody Read or Signed

Standard conditions appear in quotations, purchase orders, supplier websites and onboarding portals. Their incorporation depends on how the agreement was formed and whether adequate notice, signature or another recognised legal basis existed. Merely placing conditions somewhere online does not invariably make them binding. Equally, a person can accept terms without reading every clause, particularly where proper notice was provided before or at the point of contracting, rather than afterwards.

A signature remains a powerful act of incorporation. In L'Estrange v Graucob (1934), a café owner who signed an order for a cigarette vending machine was bound by an exclusion clause printed in small type that she had never read. The court held that, absent fraud or misrepresentation, a party signing a contractual document is bound by its terms. Organisations should therefore never treat signature as a formality detached from content.

Unsigned conditions face a stricter test where they are unusual or onerous. In Interfoto Picture Library v Stiletto Visual Programmes (1987), an advertising agency borrowed 47 photographic transparencies and returned them late. A delivery note imposed a holding fee of £5 per transparency per day, producing a claim of £3,783.50. The Court of Appeal refused to enforce it, substituting a reasonable charge of £3.50 per transparency per week.

In Blu-Sky Solutions v Be Caring (2021), the supplier of 800 mobile connections, at a monthly rental of £9,600, demanded £180,000 plus VAT on cancellation, calculated at £225 per connection under its standard terms. The customer had signed an order form referring to those terms online. The High Court held that the general terms were incorporated, but the onerous charge had not been fairly brought to the customer's attention and was therefore excluded.

The judge added that, even if incorporated, the charge would have been unenforceable as a penalty because it was disproportionate to any legitimate interest. Under the test explained in Cavendish Square Holding v Makdessi and ParkingEye v Beavis (2015), the penalty rule generally concerns secondary obligations arising from contractual breaches. A provision may be unenforceable where it imposes a detriment out of all proportion to the innocent party's legitimate interest in enforcing the obligation. The Supreme Court nevertheless upheld the £85 parking charge. The Unfair Contract Terms Act 1977 separately restricts exclusion clauses in business contracts, subject to reasonableness.

The preventive response is straightforward but demanding. Organisations should retain the exact version of conditions presented, identify document precedence and obtain express agreement on clauses affecting significant risk. Electronic systems should make referenced documents accessible before acceptance, and contract managers must understand notice

periods and renewal dates. Suppliers, for their part, should make commercially exceptional provisions conspicuous rather than burying them in conditions that nobody is likely to read.

When a Signature Is Legally Required

Most ordinary sales and services contracts can be formed without signatures, but important exceptions exist. Section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 generally requires contracts for the sale or other disposition of interests in land in England and Wales to be in writing, incorporate all expressly agreed terms, and be signed by or on behalf of each party. Statutory exceptions include contracts to grant qualifying short leases and contracts made during public auctions.

Deeds carry distinct execution formalities. For individuals, section 1 of the 1989 Act requires the document to make clear that it is a deed, be signed before an attesting witness, and be delivered. Under section 44 of the Companies Act 2006, a company may execute by common seal, by two authorised signatories, or by one director signing before a witness. A document headed deed is not valid merely because of its heading.

Guarantees provide a further qualification. Section 4 of the Statute of Frauds 1677 provides that no action may be brought on a promise to answer for another person's debt or default unless the agreement, or a note of it, is in writing and signed by the guarantor or an authorised agent. A non-compliant guarantee is not void but unenforceable, as the Court of Appeal expressly stated in Golden Ocean Group v Salgaocar Mining Industries.

That distinction has practical consequences. An unenforceable guarantee still exists as an agreement: the guarantor may choose to perform it, and payments voluntarily made may not be recoverable, but the creditor cannot sue on it. Scotland applies its own regime, with the Requirements of Writing (Scotland) Act 1995 demanding writing for contracts creating or transferring real rights in land and for gratuitous unilateral obligations made outside the course of business.

A crucial distinction also exists between legal formalities and internal policy. A company may require two approvals for contracts exceeding £100,000, but that rule does not itself mean an otherwise valid ordinary contract must carry two signatures. Conversely, compliance with purchasing policy cannot rescue a transaction that fails mandatory statutory requirements. Businesses must verify the required legal form, the signatory's authority and their own governance procedures as separate questions.

Changing a Contract Without Signing an Amendment

Contract variations can be as commercially significant as the original transaction. A site manager may alter delivery dates, a supplier may agree reduced quantities, or both sides may revise prices through an exchange of messages. Where no effective restriction applies, a variation can be made orally or by conduct, subject to the relevant legal requirements. Treating every operational instruction as a harmless administrative adjustment is therefore a significant and avoidable risk.

Many contracts include a no oral modification (NOM) clause requiring changes to be recorded in writing and signed. In Rock Advertising v MWB Business Exchange Centres (2018), Rock occupied serviced offices in London under a licence charging £3,500 a month for the first three months and £4,333.34 thereafter. Having accumulated arrears exceeding £12,000, Rock claimed that MWB's credit controller had orally agreed a revised payment schedule over the telephone.

The Supreme Court held that the oral variation was invalid because it lacked the writing and signatures that the NOM clause required. Such clauses are generally enforceable, although a narrowly confined estoppel may occasionally prevent reliance on them. Email can satisfy a writing requirement in some circumstances, depending on the clause, the authentication used and the authority of the participants. Retrospective paperwork after months of altered performance is a poor substitute.

For public purchasers, variations raise additional questions. Section 74 of the Procurement Act 2023, together with Schedule 8, limits when public contracts within its scope may be modified, and section 75 generally requires a contract change notice before certain modifications take effect. A mutually agreed price increase is not automatically permitted simply because both parties welcome it. Procurement, legal and financial approval should therefore precede any instruction to the supplier.

Work Undertaken Without an Enforceable Contract

When goods are supplied or services completed without a binding contract, the provider is not automatically entitled to the price it hoped to negotiate, nor may the recipient always keep valuable benefits for nothing. In British Steel Corporation v Cleveland Bridge and Engineering (1984), steel nodes were manufactured and delivered under a letter of intent while negotiations failed. No contract was concluded, but British Steel recovered a reasonable sum for the work.

The basis for such recovery is unjust enrichment, often described as quantum meruit, which is distinct from enforcing an agreed contract. In Benedetti v Sawiris (2013), the Supreme Court held that the benefit received should generally be valued at its objective market value, rather than by reference to a proposed reward that was never agreed. Evidence of market rates, completed work and benefits actually received therefore becomes central to any claim.

Cobbe v Yeoman's Row Management (2008) shows how far recovery can fall short of expectations. A property developer obtained planning permission following an oral agreement in principle concerning a £12 million property purchase. The House of Lords rejected his proprietary claim and ordered repayment of an earlier £2 million award, while recognising his entitlement to reasonable remuneration for services and expenses. He could retain £150,000 pending assessment, rather than as a final award.

Commercial Liability – What Has the Business Actually Accepted?

An unsigned contract can expose an organisation to far more than an unpaid invoice. Its binding terms may determine performance standards, delivery deadlines, insurance obligations, intellectual property rights, indemnities and termination rights. Where those terms are unclear, both parties face uncertainty about remedies. A disputed £50,000 services order may produce losses far exceeding the original payment, although recoverability depends on the contract and established principles of remoteness and causation.

Liability caps deserve particular attention. A provision limiting ordinary claims to £100,000 might substantially alter exposure under a £2 million supply arrangement, while carve-outs for fraud, deliberate default or particular losses can change the position again. These figures are illustrative, not drawn from reported disputes. Contract managers must verify incorporation and interpretation before assuming that a cap is effective, because statutory restrictions and the factual basis of each claim also matter.

The reversal in the Arcadis litigation demonstrates how fragile that assumption can be. At first instance, a design consultant facing a £40 million claim had no contractual cap at all; on appeal, its liability was limited by terms the court found it had accepted through conduct years earlier. Notably, a separate £610,515 figure appearing in later, unagreed documentation was not the operative limit, because those later terms never became binding.

Risk allocation also determines what happens after defective goods, interrupted services or missed milestones. Contracts may provide service credits, liquidated damages or rights to terminate for specified breaches. Under section 2 of the Unfair Contract Terms Act 1977, liability for death or personal injury caused by negligence cannot be excluded, and other negligence exclusions must satisfy the reasonableness test in section 11, which is not a general power to rewrite one-sided bargains.

Before work begins, both parties should confirm the price mechanism, milestones, acceptance tests, warranties, insurance obligations, indemnities, liability limits and exit provisions. A purchase order number cannot resolve uncertainty over those matters. Where negotiations

remain incomplete, a carefully drafted interim arrangement should specify which risks are allocated and which remain subject to further agreement, including an express cap on expenditure and a clear statement of what happens if negotiations fail.

What UK Court Decisions Tell Businesses

Case	Court and year	Value at stake	Principal lesson
RTS Flexible Systems v Müller	Supreme Court, 2010	£1,682,000 contract	Conduct can waive a signature precondition
Blue v Ashley	High Court, 2017	£15 million claim	Context can defeat apparent agreement
Wells v Devani	Supreme Court, 2019	£2.1 million sale; 2% commission	Gaps can be filled; statutory breach reduced recovery
Golden Ocean v Salgaocar	Court of Appeal, 2012	Ten-year charter guarantee	Typed name can sign; non-compliance means unenforceable
J Pereira Fernandes v Mehta	High Court, 2006	£25,000 guarantee	Automatic email address is not a signature
Butler Machine Tool v Ex-Cell-O	Court of Appeal, 1977	£75,535 price; £2,892 claim	Signed acknowledgement accepted buyer's terms
BP Oil v Glencore	High Court, 2022	Crude oil cargo of around 100,000 tonnes	Later variation attempts are not a battle of forms
Baird Textile v Marks & Spencer	Court of Appeal, 2001	£205.5 million annual sales	Long relationships may lack certain obligations
Arcadis v AMEC	Court of Appeal, 2018	£40 million claim	Contract formed by conduct incorporated a liability limit
Blu-Sky Solutions v Be Caring	High Court, 2021	£180,000 plus VAT	Onerous terms need fair notice; penalties fail
Rock Advertising v MWB	Supreme Court, 2018	Arrears exceeding £12,000	Written variation clauses are enforceable
Cobbe v Yeoman's Row	House of Lords, 2008	£12 million site	Agreement in principle yields only restitution

Taken together, the decisions reveal a consistent set of questions rather than a universal rule favouring or rejecting unsigned agreements. Courts ask whether there was an offer and acceptance, whether the person acting had authority, whether essential terms were certain, whether any statutory or contractual formality applied, and whether conduct waived a precondition the parties had imposed. The summary below brings together the principal cases for practitioners who need a quick reference.

Claims tend to succeed where conduct unequivocally shows that the parties proceeded on settled terms, as in RTS, Reveille and Brogden. They tend to fail where intention was absent, authority was assumed rather than conferred, onerous terms were hidden, or a reservation such as subject to contract was consistently maintained. Values range from a £25,000 guarantee to claims measured in tens of millions, so no transaction is too small to deserve discipline.

The reliable commercial lesson is to record obligations before performance complicates the evidence. Where the evidence is disputed, outcomes turn on the particular transaction, the documents exchanged and the order in which they were sent. Organisations that identify the offer, acceptance, authority, applicable formalities and governing terms at the outset rarely need a court to reconstruct their bargain years later at considerable cost to both parties.

Proving an Unsigned Contract Exists

Contract disputes are usually decided through evidence of what the parties objectively communicated and did. Relevant records include proposals, quotations, orders, acknowledgements, meeting minutes, delivery notes, payment histories and messages exchanged through commercial platforms. An employee's recollection may be important, but contemporaneous documents generally provide a stronger foundation for reconstructing events. Courts assess the evidence as a whole rather than treating one convenient email as conclusive proof of agreement.

In Gestmin v Credit Suisse (2013), the Commercial Court emphasised that human recollection can become distorted by time, discussion and litigation, making contemporaneous documents particularly valuable when reconstructing commercial events. However, the Court of Appeal clarified in Kogan v Martin (2019) that documentary evidence does not automatically take precedence over witness testimony. Courts must evaluate all the evidence in context, including contemporaneous records, witness accounts and established facts.

Electronic records should identify who sent or accepted a communication, which document version was available and when an action occurred. A procurement portal may retain user credentials, timestamps, approval logs and attached conditions, although these still require assessment for reliability and authority. If a supplier produces an accepted £75,000 order, the buyer may need to establish whether it reflected a genuine purchasing decision or unauthorised use of credentials.

A useful audit trail links the initial business requirement to the approved offer, accepted terms, subsequent instructions, invoices and any authorised variations. Retain contradictory versions rather than silently replacing them, especially when a dispute is foreseeable. Finance records can support evidence of payment and performance, but payment alone may not establish contested conditions. Sound evidence management protects both customers challenging a claim and suppliers pursuing legitimate remuneration for completed work.

Procurement and Contract Management – Controlling the Risk

Procurement governance prevents commercial commitments from arising accidentally or without adequate scrutiny. With UK public procurement estimated by the House of Commons Library at around £395 billion in 2024–25, approval discipline and reliable contract records are essential safeguards for public money. Private-sector organisations face the same contract formation principles, although their procurement procedures and external regulatory obligations differ, and their shareholders expect equally rigorous control of commitments.

The Procurement Act 2023 generally governs covered procurements commenced on or after 24 February 2025, while transitional provisions preserve the Public Contracts Regulations 2015 and related regimes for procurements begun earlier and contracts awarded under them. The Act applies to Welsh and Northern Ireland authorities with certain differences, but devolved Scottish authorities are generally excluded and remain subject to Scottish legislation, including the Procurement Reform (Scotland) Act 2014.

Within the Act's scope, a contract award notice under section 50 signals an intention to award, not a concluded contract. Where mandatory standstill applies, section 51 requires at least eight working days before entering into the contract. Subject to statutory exceptions, section 53 generally requires a contract details notice within 30 days of entering into a public contract, or within 120 days for a light-touch contract. These steps operate alongside, not instead of, ordinary contract formation principles.

An effective control framework starts with clearly defined authority. Requisition approval, budget approval, supplier selection and contractual acceptance should be distinct steps where their risks justify separation. A buyer authorised to seek quotations must not be assumed authorised to accept a £500,000 commitment. A contract register should hold the accepted version, key dates, renewal mechanisms, spend commitments, liability provisions and amendment history for every significant arrangement.

The Cabinet Office published its Contract Management Playbook on 25 March 2026, setting out established principles and practices intended to improve delivery outcomes for the public. Its emphasis reinforces the need to treat contract administration as an ongoing discipline rather than a signature exercise. Procurement functions should maintain a traceable link between award documents, operational obligations, supplier performance and controlled changes throughout the contract lifecycle, from mobilisation to exit.

Financial systems provide a final line of defence, but only if they reflect actual commitments.

Matching requisitions, purchase orders, deliveries and invoices helps detect unauthorised spending, although retrospective order creation can conceal earlier contractual exposure. Contract managers should review exceptions, confirm who instructed additional work and escalate disputed variations promptly. Governance succeeds when procurement, finance, legal specialists and operational teams share a consistent understanding of exactly when obligations arise.

Preventing Unintentional Contractual Commitments

Prevention begins with plain communication. Quotations and negotiations should distinguish proposals from binding offers, and emails should state clearly when approval remains outstanding. Employees must avoid assuring suppliers that work may begin unless they hold the necessary authority and a contractual basis exists. Where conditional wording is used, it should remain consistent through later instructions and conduct, because a disclaimer cannot protect an organisation whose actions communicate a different agreement.

Digital controls should restrict who can accept supplier conditions, execute electronic agreements or approve portal transactions. Systems should preserve the terms displayed at acceptance, identify the responsible user, and retain changes without overwriting earlier records. The same discipline applies to verbal instructions: confirm significant decisions promptly and correct misunderstandings. Standard confirmation templates can reduce ambiguity without making routine procurement unnecessarily bureaucratic or slow.

Responsibilities should be shared and explicit. Operational managers should stop unauthorised mobilisation, procurement should control supplier selection and contracting, finance should verify expenditure authority, and legal specialists should review unusual liability or execution requirements. Directors must ensure that delegated authorities remain suitable for the organisation's scale and risks. Suppliers also carry responsibility, because a proposed shortcut should prompt clarification rather than an assumption of unlimited authority.

Periodic reviews should examine unsigned arrangements, expired letters of intent, disputed variations, overdue renewals and purchases made outside approved channels. The value of each exception matters, but so does the liability that may lie behind a modest initial invoice, as the Ampleforth and Arcadis disputes demonstrate. Organisations that encourage early escalation are better placed to preserve commercial relationships and avoid litigation, since the objective is an accurate, timely record of commitments.

Summary – The Signature Is Not Always What Matters

The absence of a signature does not, by itself, establish that no contract exists. Ordinary commercial agreements may arise from conversations, correspondence, accepted orders, digital actions or conduct demonstrating assent. The law examines whether the necessary elements of a contract are present and whether its terms can be identified. A business that focuses exclusively on signed documents may overlook obligations already created through ordinary day-to-day decisions by its staff.

Similarly, informal discussions and extensive preparatory work do not automatically create an enforceable contract. Silence is generally inadequate as acceptance, conditional negotiations may remain protected, and unresolved essential terms can prevent formation. Statutory formalities for land, deeds and guarantees, together with enforceable variation clauses, impose further limits. Distinguishing these situations is essential, because sound commercial management aims to identify actual obligations rather than presume that every interaction is binding.

The decisions involving Müller, Sports Direct, Marks & Spencer, Lidl and Be Caring demonstrate how different circumstances determine whether contractual obligations arise and which conditions apply. The Cabinet Office's Public First litigation highlights separate questions concerning the legality and governance of public procurement decisions. Financial exposure ranges from modest disputed orders to projects worth millions of pounds, showing

why consistent contracting discipline matters across public bodies, housing providers, and private businesses alike.

Strong governance brings together clearly allocated authority, documented acceptance, transparent terms and reliable evidence. Procurement teams should establish commitments when they arise, contract managers should control variations, finance teams should challenge unauthorised expenditure, and operational leaders should avoid commencing work on uncertain terms. These responsibilities are complementary, because no single department can protect an organisation if colleagues repeatedly make commitments outside the agreed commercial process.

The lasting lesson is that a contract is a legal relationship, not merely a document awaiting signatures. Words, actions and business practices can establish enforceable obligations, while legal formalities may still require particular forms of execution for land, deeds and guarantees. Organisations protect themselves by understanding the difference, recording decisions and ensuring that commercial conduct matches contractual intention. What matters is not simply who signed, but what the business actually agreed.

Additional articles can be found at Procurement and Supply Chain Management Made Simple. This site looks at procurement and supply chain management issues to assist organisations and people in increasing the quality, efficiency, and effectiveness of their product and service supply to the customers' delight. © Procurement and Supply Chain Management Made Simple. All rights reserved.

Legislation, Cases and Further Reading

Legislation

- *Law of Property (Miscellaneous Provisions) Act 1989 – https://www.legislation.gov.uk/ukpga/1989/34*
- *Statute of Frauds 1677, section 4 – https://www.legislation.gov.uk/aep/Cha2/29/3/section/IV*
- *Companies Act 2006 (sections 40, 43, 44 and 46) – https://www.legislation.gov.uk/ukpga/2006/46*
- *Electronic Communications Act 2000 – https://www.legislation.gov.uk/ukpga/2000/7*
- *Sale of Goods Act 1979 – https://www.legislation.gov.uk/ukpga/1979/54*
- *Supply of Goods and Services Act 1982 – https://www.legislation.gov.uk/ukpga/1982/29*
- *Late Payment of Commercial Debts (Interest) Act 1998 – https://www.legislation.gov.uk/ukpga/1998/20*
- *Unfair Contract Terms Act 1977 – https://www.legislation.gov.uk/ukpga/1977/50*
- *Consumer Rights Act 2015 – https://www.legislation.gov.uk/ukpga/2015/15*
- *Estate Agents Act 1979 – https://www.legislation.gov.uk/ukpga/1979/38*
- *Local Government (Contracts) Act 1997 – https://www.legislation.gov.uk/ukpga/1997/65*
- *Procurement Act 2023 – https://www.legislation.gov.uk/ukpga/2023/54*
- *Public Contracts Regulations 2015 – https://www.legislation.gov.uk/uksi/2015/102*
- *Requirements of Writing (Scotland) Act 1995 – https://www.legislation.gov.uk/ukpga/1995/7*
- *Procurement Reform (Scotland) Act 2014 – https://www.legislation.gov.uk/asp/2014/12*

Judgments

- *RTS Flexible Systems v Molkerei Alois Müller [2010] UKSC 14 –*

https://caselaw.nationalarchives.gov.uk/uksc/2010/14

- *Wells v Devani [2019] UKSC 4 –* https://caselaw.nationalarchives.gov.uk/uksc/2019/4
- *Rock Advertising v MWB Business Exchange Centres [2018] UKSC 24 –* https://caselaw.nationalarchives.gov.uk/uksc/2018/24
- *Benedetti v Sawiris [2013] UKSC 50 –* https://caselaw.nationalarchives.gov.uk/uksc/2013/50
- *Arcadis Consulting (UK) Ltd v AMEC (BCS) Ltd [2018] EWCA Civ 2222 –* https://caselaw.nationalarchives.gov.uk/ewca/civ/2018/2222
- *Golden Ocean Group v Salgaocar Mining Industries [2012] EWCA Civ 265 –* https://caselaw.nationalarchives.gov.uk/ewca/civ/2012/265
- *Reveille Independent v Anotech International [2016] EWCA Civ 443 –* https://caselaw.nationalarchives.gov.uk/ewca/civ/2016/443
- *Tekdata Interconnections v Amphenol [2009] EWCA Civ 1209 –* https://caselaw.nationalarchives.gov.uk/ewca/civ/2009/1209
- *Baird Textile Holdings v Marks & Spencer [2001] EWCA Civ 274 –* https://www.bailii.org/ew/cases/EWCA/Civ/2001/274.html
- *Joanne Properties v Moneything Capital [2020] EWCA Civ 1541 –* https://caselaw.nationalarchives.gov.uk/ewca/civ/2020/1541
- *Generator Developments v Lidl UK [2018] EWCA Civ 396 –* https://caselaw.nationalarchives.gov.uk/ewca/civ/2018/396
- *R (Good Law Project) v Minister for the Cabinet Office [2022] EWCA Civ 21 –* https://caselaw.nationalarchives.gov.uk/ewca/civ/2022/21
- *BP Oil International v Glencore Energy UK [2022] EWHC 499 (Comm) –* https://caselaw.nationalarchives.gov.uk/ewhc/comm/2022/499
- *Blu-Sky Solutions v Be Caring [2021] EWHC 2619 (Comm) –* https://www.bailii.org/ew/cases/EWHC/Comm/2021/2619.html
- *Blue v Ashley [2017] EWHC 1928 (Comm) –* https://caselaw.nationalarchives.gov.uk/ewhc/comm/2017/1928
- *Neocleous v Rees [2019] EWHC 2462 (Ch) –* https://caselaw.nationalarchives.gov.uk/ewhc/ch/2019/2462
- *Mehta v J Pereira Fernandes SA [2006] EWHC 813 (Ch) –* https://caselaw.nationalarchives.gov.uk/ewhc/ch/2006/813
- *Transformers & Rectifiers v Needs [2015] EWHC 269 (TCC) –* https://caselaw.nationalarchives.gov.uk/ewhc/tcc/2015/269
- *Diamond Build v Clapham Park Homes [2008] EWHC 1439 (TCC) –* https://caselaw.nationalarchives.gov.uk/ewhc/tcc/2008/1439
- *Ampleforth Abbey Trust v Turner & Townsend [2012] EWHC 2137 (TCC) –* https://caselaw.nationalarchives.gov.uk/ewhc/tcc/2012/2137
- *Gestmin v Credit Suisse [2013] EWHC 3560 (Comm) –* https://caselaw.nationalarchives.gov.uk/ewhc/comm/2013/3560
- *Cobbe v Yeoman's Row Management [2008] UKHL 55 –* https://www.bailii.org/uk/cases/UKHL/2008/55.html
- *Marks and Spencer v BNP Paribas [2015] UKSC 72 –* https://caselaw.nationalarchives.gov.uk/uksc/2015/72

- *ParkingEye v Beavis [2015] UKSC 67 – https://caselaw.nationalarchives.gov.uk/uksc/2015/67*
- *Earlier authorities cited (Brogden 1877, Felthouse 1862, L'Estrange 1934, Entores 1955, Freeman and Lockyer 1964, British Crane Hire 1975, Butler Machine Tool 1979, British Steel 1984, Armagas 1986, Interfoto 1987, Blackpool and Fylde 1990, Hazell 1991, Walford 1992, Pitt 1993, Harmon 1999) are available through BAILII – https://www.bailii.org*

Official Reports and Guidance

- *Law Commission, Electronic Execution of Documents (Law Com No 386, 2019) – https://lawcom.gov.uk/project/electronic-execution-of-documents/*
- *Cabinet Office, The Contract Management Playbook (March 2026) – https://www.gov.uk/government/publications/the-contract-management-playbook*
- *Cabinet Office, Procurement Act 2023 guidance documents – https://www.gov.uk/government/collections/procurement-act-2023-guidance-documents*
- *Cabinet Office, Guidance: Devolved Contracting Authorities – https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-plan-phase/guidance-devolved-contracting-authorities-html*
- *National Audit Office, Investigation into Government Procurement During the COVID-19 Pandemic (2020) – https://www.nao.org.uk/press-releases/investigation-into-government-procurement-during-the-covid-19-pandemic/*
- *House of Commons Library, Public procurement briefings – https://commonslibrary.parliament.uk/*
- *Department for Business and Trade, Business Population Estimates 2025 – https://www.gov.uk/government/statistics/business-population-estimates-2025*