

## Offer

An offer is an expression of willingness to another to be bound by the stated terms.

**(Australian Woollen Mills v The Commonwealth)**

Subject to objective test about what a reasonable person would interpret the offer

### Bi-lateral contract

Offer is a 'promise for a promise'.

Each party has an obligation to do, or refrain from doing, something. In event of failure of one party to meet the obligation the law provides a remedy to the other party. **(United Dominions Trust v Eagle Aircraft Services)**

### Uni-lateral

Only one party has a contractual obligation

It is a promise for an action. Consideration by the offeree is performance of the obligation which is considered acceptance.

### Offer to the public

An offer can be made to the public at large. **(Carlill v Carbolic Smoke Ball Company)**

### What is not a offer

#### Mere Puff

A statement may be considered mere puff if it is for advertising and no intention to create contractual obligations – **Carlill v Carbolic Smoke Ball Company**

## Supply of information

The supply of information only is not an offer – **Harvey v Facey**

A request for information does not have any indication of intention to create a contractual agreement, it is merely preparing the party further to possibly negotiate.

## Invitation to treat

This shows an intention to enter negotiation or make a deal for a contract. This can not be construed as terms of a contract. The person making the invitation can then accept an offer upon their invite if they wish. This then shows an intention to create legal relations

**(Ermogenous v Greek Orthodox)**

**Pharmaceutical Society v Boots** – Goods displayed for sale. Customer selects goods they want and present them for purchase. The presentation to the cashier is the customers offer to pay for the goods. The acceptance is the taking of the payment.

## Communicating an offer

An offer must be communicated to the offeree for it to be valid (**Cole v Cottingham**).

An offer is valid after communication (**Taylor v Laird**).

The offer remains open until acceptance or if there has been a particular time frame offered to maintain the offer (**Ramsgate Victoria Hotel v Montefiore**)

## Counter offer

A counter offer obliterates the original offer. After a counter offer is made the original offer can not be accepted (**Hyde v Wrench**)

## Termination of offer

An offer may be terminated at any time prior to acceptance. (**Goldsbrough Mort v Quinn**)