# Business and Consumer Contracts

## Prof. Alessandro D’Adda; Prof. Vittorio Bachelet

***COURSE AIMS AND INTENDED LEARNING OUTCOMES***

The course aims to investigate the content of the recent rules of European Union Law and Domestic Law that have innovated the general regulation of the contract contemplated by the Italian Civil Code, with specific regard to the negotiation between professionals and consumers (*business-to-consumer*) and between companies (*business-to-business*). Hence, the general regulation of contracts provided for in the Civil Code will be compared with the recently adopted special regulations for business-to-consumer and for business-to-business contracts for businesses in unequal positions. At the end of the course, students will be able to:

– demonstrate knowledge of *ratio* and how the main institutes of contract law as they are governed by the civil code;

– demonstrate understanding of its limits in relation to consumer protection needs and the ‘weak’ company that emerged in the EU market, justifying the exceptions imposed by EU Law;

– explore the varied panorama of Contract Law, resulting from this plurality of sources to know how to assess, with a certain degree of autonomy, to which contractual solutions consumers and companies can use to obtain maximum protection in different situations.

***COURSE CONTENT***

– The institutions of general Contract Law, including the essential elements of the contract and its conclusion, the pre-contractual responsibility, the interpretation and integration, the legal force of the contract and the recess, the contractual invalidities and the functional remedies.

– The new profiles of the negotiation between professionals and consumers (*b2c*), including the information and publicity obligations in the contract formation phase, the new regulation of the contract ‘form’ on protection, the minimum contents of the contract and the imposed ‘negotiated’ contents, the control over unfair and unlawful clauses; the correction of contract with unfair clauses; partial nullity, dispositive integration, correction of the judge, distance contracts and protection recesses, financial intermediation, consumer credit, class action to protect consumers.

– The new profiles of negotiation between companies (*b2b*), including the regulation of the franchising contract, subcontracting relationships, the abuse of economic dependence, late payments in business transactions, with references to EU Competition Law

***READING LIST***

In addition to lecture notes, students can refer to the following books:

A. D’Adda-V. Bachelet, *Lineamenti di diritto europeo dei contratti*. *Contratti asimmetrici del consumatore e d’impresa,* Giappichelli, 2020, pp. 1-273, for the legislation on asymmetric consumer and business contracts.

A. Torrente-P. Schlesinger, *Manuale di diritto privato,* Giuffré, latest ed. (chapters 25-35; 37-39) for the legislation on the contract in general.

Further study material will be published on *Blackboard* in the area reserved for students enrolled in the course.

***TEACHING METHOD***

The course is taught by alternating lectures with online activities. Students will watch the video lessons online uploaded on Blackboard that will cover half of the topics of the course content. The other half will be presented in class. The digital platform will allow students to participate in interactive seminars regarding case studies (webinars) and feedback moments designed to offer students a space to discuss with the lecturer the topics covered in the video lessons.

***ASSESSMENT METHOD AND CRITERIA***

During the course there will be two individual written tests with open-ended questions: the first test will take place in the classroom; the second one will be online according to indications that will be published in the Blackboard area reserved for students enrolled in the course For students who choose the ongoing assessment, the final mark will be 50% determined by the result of these two written tests; 50% is determined by the result of the final oral test. Students access the oral test by obtaining a passing mark from the interim tests. In order to pass the exam, students must obtain a passing mark in the oral final test on one of the three exam dates following the end of the course.

For students who choose the final assessment on official exam dates, the exam is oral test on the content of all course modules.

***NOTES AND PREREQUISITES***

The course ‘European Contract Law’ is open to all students. However, students are encouraged to have taken the exam of ‘Private Law’ and have a good knowledge of the basic institutions of Contract Law, which will be in any case covered by studying the special regulation of business-to-consumer and business-to-business contracts.

Further information can be found on the lecturer's webpage at http://docenti.unicatt.it/web/searchByName.do?language=ENG or on the Faculty notice board.