

Tender: the act by which one produces and offers to a person asserting a claim or demand, money or any other thing which the person offering considers to be due, in full satisfaction of such claim or demand, without any stipulation or condition; in contracting terms, it may also be defined as a proposal, bid or offer that is submitted in response to an invitation from a contracting authority.

Termination for convenience: occurs when the Crown wishes, for whatever reason, to end the contract. The contractor is not in default and may have incurred some expense or suffered some loss as a result of the contract termination for which compensation must be paid.

Termination for default: is invoked where a Contractor fails to perform its obligations under the Contract. (When deciding whether to terminate a contract for default, the Crown must consider whether the Contract has a valid defence to a Crown claim for loss or damages).

Tort: a private or civil wrong or injury, other than breach of contract, for which the court will compensate in the form of damages.

Treat: an invitation to the public to make an offer.

Ultra vires: an act in excess of the authority conferred by law and therefore invalid. May refer to a legislative act. No longer applicable to corporation.

Unconscionable: a contract or clause so one-sided and inequitable in its terms as to raise a presumption of oppression or fraud for which a court will provide relief.

Unincorporated Associations: Unincorporated bodies are not capable of contracting in their own right because they are not recognized under the law. They are not legal entities even though they give the appearance of and behave like a corporate body. These groups have no legal existence separate and apart from their members and accordingly each member is required to sign the contract on his own behalf and not in any representative capacity. Consequently,