The English Court of Appeal recently considered whether the use of model form agreements could constitute dealing “on written standard terms of business”, which could have potentially given a defaulting borrower an “unfair contract” defence against a group of lenders seeking to enforce.

The decision gives comfort to business jet lenders (and lessors) who use precedents or model form agreements, so long as substantial negotiations and extensive changes to a draft agreement suggested by the borrower (or lessee) indicate that the borrower (or lessee) was not dealing on the lender’s (or lessor’s) standard terms.

Read the remainder of this article on Corporate Jet Investor.