

TEXT OF ARTICLES

ENGLISH

BENEVOLENT INTERVENTION IN ANOTHER'S AFFAIRS

CHAPTER 1: SCOPE OF APPLICATION

Article 1:101: Intervention to Benefit Another

(1) This Book applies where a person (the intervener) acts with the predominant intention of benefiting another (the principal); and

(a) the intervener has a reasonable ground for acting; or

(b) the principal approves the act without such undue delay as would adversely affect the intervener.

(2) The intervener does not have a reasonable ground for acting if the intervener:

(a) has a reasonable opportunity to discover the principal's wishes but does not do so; or

(b) knows or ought to know that the intervention is against the principal's wishes.

Article 1:102: Intervention to Perform Another's Duty

Where an intervener acts to perform another person's duty, the performance of which is due and urgently required as a matter of overriding public interest, and the intervener acts with the predominant intention of benefiting the recipient of the performance, the person whose duty the intervener acts to perform is a principal to whom this Book applies.

Article 1:103: Exclusions

This Book does not apply where the intervener:

(a) is authorised to act under a contractual or other duty to the principal;

(b) is authorised, other than under this Book, to act independently of the principal's consent or

(c) is under a duty to a third party to act.

CHAPTER 2: DUTIES OF INTERVENER

Article 2:101: Duties during Intervention

- (1) *During the intervention, the intervener must*
 - (a) *act with reasonable care;*
 - (b) *except in relation to a principal within article 1:102, act in a manner which the intervener knows or ought reasonably to assume accords with the principal's wishes; and*
 - (c) *so far as possible and reasonable, inform the principal about the intervention and seek the principal's consent to further acts.*
- (2) *The intervention may not be discontinued without good reason.*

Article 2:102: Duties after Intervention

- (1) *After intervening the intervener must without undue delay report and account to the principal and hand over anything obtained as a result of the intervention.*
- (2) *If at the time of intervening the intervener lacks full legal capacity, the duty to hand over is subject to the defences which would be available in the law of unjustified enrichment (PEL Unjust.Enr.).*

Article 2:103: Reparation for Damage Caused by Breach of Duty

- (1) *The intervener is liable to make reparation to the principal for damage caused by breach of a duty set out in this Book if the damage resulted from a risk which the intervener created, increased or intentionally perpetuated.*
- (2) *The intervener's liability is reduced or excluded in so far as this is fair and reasonable, having regard to, among other things, the intervener's reasons for acting.*
- (3) *An intervener who at the time of intervening lacks full legal capacity is liable to make reparation only in so far as that intervener is also liable to make reparation under the law of non-contractual obligations arising out of damage caused to another (PEL Liab.Dam.).*

CHAPTER 3: RIGHTS AND AUTHORITY OF INTERVENER

Article 3:101: Right to Indemnification or Reimbursement

The intervener has a right against the principal for indemnification or, as the case may be, reimbursement in respect of an obligation or expenditure (whether of money or other assets) in so far as reasonably incurred for the purposes of the intervention.

Article 3:102: Right to Remuneration

(1) The intervener has a right to remuneration in so far as the intervention is reasonable and undertaken in the course of the intervener's profession or trade.

(2) The remuneration due is the amount, so far as reasonable, which is ordinarily paid at the time and place of intervention in order to obtain a performance of the kind undertaken.

Article 3:103: Right to Reparation

An intervener who acts to protect the principal, or the principal's property or interests, against danger has a right against the principal for reparation for loss caused as a result of personal injury or property damage, suffered in acting, if:

(a) the intervention created or significantly increased the risk of such injury or damage; and

(b) that risk, so far as foreseeable, was in reasonable proportion to the risk to the principal.

Article 3:104: Reduction or Exclusion of Intervener's Rights

(1) The intervener's rights are reduced or excluded in so far as the intervener at the time of acting did not want to demand indemnification, reimbursement, remuneration or reparation, as the case may be.

(2) These rights are also reduced or excluded in so far as this is fair and reasonable, having regard among other things to whether the intervener acted to protect the principal in a situation of joint danger, whether the liability of the principal would be excessive and whether the intervener could reasonably be expected to obtain appropriate redress from another.

Article 3:105: Obligation of Third Person to Indemnify or Reimburse the Principal

If the intervener acts to protect the principal from damage, a person who would be accountable under PEL Liab.Dam. for the causation of such damage to the principal is obliged to indemnify or, as the case may be, reimburse the principal's liability to the intervener.

Article 3:106: Authority of Intervener to Act in the Name of the Principal

(1) The intervener may conclude legal transactions or perform other juridical acts in the name of the principal in so far as this is reasonable to benefit the principal.

(2) However, a unilateral juridical act by the intervener in the name of the principal has no effect if a third person to whom it is addressed rejects the act without undue delay.