



THE REPUBLIC OF ICENIA

Civil Equity and Integrity Act

This document, last compiled by **Creepily**,
includes all legislation enacted and amended
up to and including the **Civil Equity and Integrity Act**
passed on **23rd January 2026**.

Civil Equity and Integrity Act

Section 1. Purpose and Authority

1. This Act establishes the principles of equity, fairness, and civil liability within the Republic of Icenia. It ensures that labor, assets, and services are compensated fairly, preventing individuals or entities from unjustly benefiting at the expense of others due to deception, ambiguity, or the absence of formal documentation.
2. This Act governs civil disputes. It operates independently of criminal statutes. An acquittal in a criminal trial does not preclude liability under this Act.
3. Unlike criminal offenses which require proof "beyond a reasonable doubt," liability under this Act shall be determined by a preponderance of the evidence (i.e., it is more likely than not that the claim is true).

Section 2. Hierarchy of Enforceability

1. **Primacy of Express Contracts:** In any dispute, the Court shall first look for an **Express Contract** (written or strictly verbal) governed by the *Icenian Contract Law Act*. Explicit terms agreed to by the parties shall take precedence over implied terms or equitable remedies.
2. **Secondary Status of Implied Contracts:** In the absence of an Express Contract, or where such contract is silent on a specific issue, the Court shall determine if an **Implied Agreement** exists based on the conduct of the parties (Section 3).
3. **Remedy of Last Resort (Equity):** If no valid contract (Express or Implied) can be established, or if a contract is found to be void, the Court shall apply the principles of **Promissory Estoppel** (Section 4) and **Unjust Enrichment** (Section 5) to prevent unfairness and ensure restitution.

Section 3. Implied Agreements

1. A binding agreement shall be deemed to exist, even in the absence of written terms or verbal explicitly, if the conduct of the parties demonstrates a **mutual intent to contract** (e.g., exchanging items in person based on an agreement in chat, or performing work immediately after a verbal discussion).
2. In the context of significant labor or asset transfer, there is a legal presumption that such services are not gratuitous gifts unless explicitly stated otherwise.
3. **Social Exception:** The presumption of commerce and implied contracts does not apply to labor or asset transfers between parties with an established social relationship, alliance, or collaborative partnership, where the conduct **implies a pooling of resources for mutual benefit rather than a transactional exchange**.
4. Where a formal contract lacks technical validity, an Implied Agreement may still be enforced under this Act.

Section 4. Promissory Estoppel (Detrimental Reliance)

1. **Definition:** A party (the Promisor) is liable for damages if they make a promise or representation that induces another party (the Promisee) to act to their own detriment, even if the strict requirements of a formal contract (such as mutual consideration) are not met.
2. **Conditions for Liability:** Liability attaches when the Promisee proves by a preponderance ("more likely than not") of the evidence that:
 - a. The Promisor made a clear and unambiguous promise, assurance, or representation regarding facts, intent, or future rewards;
 - b. The Promisee reasonably and justifiably relied on that representation; and
 - c. The Promisee suffered a calculable detriment (loss of time, resources, opportunity, or position) as a direct result of that reliance.
3. **Material Adverse Change ("Rug Pulls"):** If a Promisor induces labor or investment based on a specific set of material conditions (e.g., the specific ownership of land, the governance structure of a group, or the legal status of a project) and subsequently unilaterally alters those conditions after the performance has begun, the Promisor is liable for the full value of the labor and resources provided, regardless of whether the original promise was formally contractual.

Section 5. Unjust Enrichment

1. **Definition:** A party is deemed unjust enrichment when such party retains a benefit conferred upon them by another without providing just compensation, where retaining such benefit would be inequitable and unfair.
2. No person, organization, or entity may be **Unjustly Enriched** at the expense of another. In cases of Unjust Enrichment, The party who received the benefit must make restitution to the provider equal to the value of the benefit received.
3. A party (the Beneficiary) is liable to compensate another party (the Provider) if:
 - a. The Provider performed a service, provided labor, or transferred assets to the Beneficiary;
 - b. The Beneficiary **had actual knowledge**, that the service was being performed; and
 - c. The Beneficiary had a reasonable opportunity to reject the benefit but failed to do so, accepted it, or actively facilitated it.
4. **The "Officious Intermeddler" Exemption:** No debt is created if a Provider performs services or improves property without the request or knowledge of the Beneficiary. Such acts are considered voluntary gifts or, in unwanted cases, may be prosecuted as Destruction of Property (Griefing) under the Criminal Justice Act.

5. **Applicability:** This section applies as a remedy of last resort when:
- a. A contract is found to be void, invalid, or unenforceable due to technicalities; or
 - b. The parties failed to agree on a specific price or reward, yet the benefit was accepted and retained.

Section 6: Civil Fraud and Bad Faith

1. A party commits **Civil Misrepresentation** if they knowingly or recklessly make a false statement of material fact, or omit a material fact, to induce another party to enter an agreement or provide labor.
2. It is a violation of this Act to engage in "**Bad Faith**", defined as:
 - a. Entering an agreement with no intention of fulfilling its terms;
 - b. "Bait and Switch" tactics (altering terms after performance has begun); or
 - c. Intentionally creating ambiguity to avoid payment.
3. Evidence of **Bad Faith** or **Civil Misrepresentation** shall effectively void any protections or limitations of liability the deceiving party might otherwise claim.

Section 7. Calculation of Damages

1. The primary goal of sentencing under this Act is to **restitute and restore** the injured party to the position they would have been in had the wrong not occurred.
2. Where a specific price was not agreed upon, or where a promised non-monetary reward (such as rank, status, land, protection) becomes impossible or unreasonable to grant, the Court shall calculate and award damages based on **Quantum Meruit** ("as much as is deserved").
 - a. **Determination of Value:** The "Prevailing Wage" and "Fair Market Value" are not fixed rates but shall be determined judicially by the Court on a case-by-case basis. In setting these rates, the Court must consider:
 - i. **Complexity:** The level of skill, risk, and effort required for the task (e.g., advanced redstone engineering commands a higher wage than basic terrain flattening); and
 - ii. **Market Standards:** The current average cost for similar goods or services within the Icenian economy at the time the work was performed.
3. **Cost to Cure:** In cases of incomplete or defective performance, the damages awarded to the Provider may be reduced by the reasonable cost incurred by the Beneficiary to complete or rectify the work.

4. **Punitive Damages:** If the Court finds that a party acted in Bad Faith or committed Civil Misrepresentation (Section 5), the Court is empowered to award punitive damages up to 50% of the calculated restitution value, to be paid to the victim.

Section 8. Integration

1. This Act is intended to supplement existing and future contract legislation. Where other laws are silent on the validity of an unwritten or implied agreement, the provisions of this Act shall apply.
2. In the event of a conflict between the strict technical reading of a statute and the equitable principles of **Unjust Enrichment** (Section 4) or **Bad Faith** (Section 5), the Court shall prioritize the prevention of unjust enrichment.