



A-level
LAW
7162/3A

Paper 3A Contract

Mark scheme

June 2024

Version: 1.0 Final



2 4 6 A 7 1 6 2 / 3 A / M S

Mark schemes are prepared by the Lead Assessment Writer and considered, together with the relevant questions, by a panel of subject teachers. This mark scheme includes any amendments made at the standardisation events which all associates participate in and is the scheme which was used by them in this examination. The standardisation process ensures that the mark scheme covers the students' responses to questions and that every associate understands and applies it in the same correct way. As preparation for standardisation each associate analyses a number of students' scripts. Alternative answers not already covered by the mark scheme are discussed and legislated for. If, after the standardisation process, associates encounter unusual answers which have not been raised they are required to refer these to the Lead Examiner.

It must be stressed that a mark scheme is a working document, in many cases further developed and expanded on the basis of students' reactions to a particular paper. Assumptions about future mark schemes on the basis of one year's document should be avoided; whilst the guiding principles of assessment remain constant, details will change, depending on the content of a particular examination paper.

No student should be disadvantaged on the basis of their gender identity and/or how they refer to the gender identity of others in their exam responses.

A consistent use of 'they/them' as a singular and pronouns beyond 'she/her' or 'he/him' will be credited in exam responses in line with existing mark scheme criteria.

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Level of response marking instructions

Level of response mark schemes are broken down into levels, each of which has a descriptor. The descriptor for the level shows the average performance for the level. There are marks in each level.

Before you apply the mark scheme to a student's answer read through the answer and annotate it (as instructed) to show the qualities that are being looked for. You can then apply the mark scheme.

Step 1 Determine a level

Start at the lowest level of the mark scheme and use it as a ladder to see whether the answer meets the descriptor for that level. The descriptor for the level indicates the different qualities that might be seen in the student's answer for that level. If it meets the lowest level then go to the next one and decide if it meets this level, and so on, until you have a match between the level descriptor and the answer. With practice and familiarity you will find that for better answers you will be able to quickly skip through the lower levels of the mark scheme.

When assigning a level you should look at the overall quality of the answer and not look to pick holes in small and specific parts of the answer where the student has not performed quite as well as the rest. If the answer covers different aspects of different levels of the mark scheme you should use a best fit approach for defining the level and then use the variability of the response to help decide the mark within the level, ie if the response is predominantly level 3 with a small amount of level 4 material it would be placed in level 3 but be awarded a mark near the top of the level because of the level 4 content.

Step 2 Determine a mark

Once you have assigned a level you need to decide on the mark. The descriptors on how to allocate marks can help with this. The exemplar materials used during standardisation will help. There will be an answer in the standardising materials which will correspond with each level of the mark scheme. This answer will have been awarded a mark by the Lead Examiner. You can compare the student's answer with the example to determine if it is the same standard, better or worse than the example. You can then use this to allocate a mark for the answer based on the Lead Examiner's mark on the example.

You may well need to read back through the answer as you apply the mark scheme to clarify points and assure yourself that the level and the mark are appropriate.

Indicative content in the mark scheme is provided as a guide for examiners. It is not intended to be exhaustive and you must credit other valid points. Students do not have to cover all of the points mentioned in the indicative content to reach the highest level of the mark scheme.

An answer which contains nothing of relevance to the question must be awarded no marks.

01 Select the **false** statement about forming a contract.

[1 mark]

Marks for this question: AO1 = 1

C The consideration supplied by one party to a contract must be approximately equal in value to that supplied by the other party.

02 Select the **true** statement about various aspects of the law of contract.

[1 mark]

Marks for this question: AO1 = 1

A Breach of a term which is a warranty does not entitle the innocent party to terminate the contract.

03 In the context of delegated legislation, which of the following is most closely involved in the creation of statutory instruments?

[1 mark]

Marks for this question: AO1 = 1

A Government ministers

04 A member state of the European Union is not properly implementing EU law. Which institution is responsible for beginning legal action against that state?

[1 mark]

Marks for this question: AO1 = 1

C The European Commission

05 Which of the following is **not** normally considered to be an aspect of the rule of law?

[1 mark]

Marks for this question: AO1 = 1

C The House of Lords may propose amendments to a Bill.

06 Explain how by-laws are made **and** give **two** examples of matters which might be dealt with using a by-law.

[5 marks]

Marks for this question: AO1 = 5

Levels of response mark scheme 5 marks – AO1 only	
Mark range	Description
4–5 Band 3	Knowledge is good and demonstrates a good understanding of the English legal system. Where appropriate a good example of a case to illustrate suggested reasons.
2–3 Band 2	Knowledge is satisfactory and demonstrates a satisfactory understanding of the English legal system. Where appropriate a satisfactory example of a case to illustrate reasons.
1 Band 1	Knowledge is limited and demonstrates a limited understanding of the English legal system. Where appropriate a limited example of a case to illustrate reasons.
0	Nothing worthy of credit.

Indicative content

AO1

- Parliament can delegate its authority to other institutions to make laws on its behalf.
- Parliament delegates such authority by enacting an Act of Parliament (an enabling act or a parent act) setting out the powers to be delegated.
- In the case of a by-law, the power is delegated to a local council or certain public bodies (such as the railways).
- Examples might include local parking regulations, alcohol-free zones, behaviour in parks and on beaches, penalties for railway fare evasion.

Credit any other relevant point(s).

Note: Max 3 marks if no example is given. Max 4 marks if one example is given.

07 Referring to the rules on past consideration, suggest why there is a possibility that Ajil could enforce Bushra’s promise to pay £70 for the work that he did. **[5 marks]**

Marks for this question: AO1 = 2 and AO2 = 3

Levels of response mark scheme 5 marks – AO1 (2) and AO2 (3)	
Mark range	Description
4–5 Band 3	Good outline explanation of legal rules and principles and good application to the scenario in order to present a legal argument using appropriate terminology. Good explanation of a relevant case to support the application.
2–3 Band 2	Knowledge is satisfactory and demonstrates a satisfactory understanding of relevant legal rules and principles. Satisfactory application of legal rules and principles to the scenario. Satisfactory explanation of a relevant case to support the application.
1 Band 1	Knowledge is limited and demonstrates a limited understanding of legal rules and principles.
0	Nothing worthy of credit.

Indicative content

AO1

- Basic statement of past consideration rule: consideration must be given in return for a promise, so that reliance on anything done before and without reference to a promise is not good consideration.
- Basic statement of relevant exception to the rule: if the ‘consideration’ is supplied in response to an express or implied request, which also carries an implication of payment etc, it can be consideration for a subsequent promise (to pay) (eg **Lampleigh v Braithwait**).

AO2

- Ajil did the work for Bushra without being asked and before Bushra knew anything of it, suggesting that it was past consideration for the subsequent promise.
- Ajil and Bushra had often engaged in a commercial relationship for house repairs, suggesting the possibility of an implied request and promise to pay for emergency work of this kind, substantiated by Bushra’s subsequent actual promise.
- There is a possibility that this would fall within the **Lampleigh v Braithwait** exception to the rule, allowing Ajil to enforce the payment for £70.

Credit any other relevant point(s), including use of any case to assist explanation/application (for example: **Re McArdle**, **Re Casey’s Patents**, **Pao On v Lau Yiu Long**).

08	Advise Charles as to his rights and remedies against Dua for breach of contract.	[10 marks]
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Marks for this question: AO1 = 3, AO2 = 4 and AO3 = 3

Levels of response mark scheme 10 marks – AO1 (3), AO2 (4) and AO3 (3)	
Mark range	Description
7–10 Band 3	Knowledge is good and demonstrates a good understanding of relevant legal rules and principles. Good analysis of legal rules and principles leading to good application of the correct rules and principles to the scenario. Good explanation of relevant legal authority to support the application. A good legal argument is presented using appropriate terminology to support advice.
3–6 Band 2	Knowledge is satisfactory and demonstrates a satisfactory understanding of relevant legal rules and principles. Satisfactory analysis of legal rules and principles leading to satisfactory application of the correct rules and principles to the scenario. Satisfactory explanation of relevant legal authority to support the application. A satisfactory legal argument is presented using some appropriate terminology to support advice.
1–2 Band 1	A limited demonstration of knowledge. Limited analysis of legal rules and principles in relation to the scenario but rules and principles are not applied correctly to the scenario.
0	Nothing worthy of credit.

Indicative content

AO1

- Identification and basic explanation of express terms in a contract, and their classification as conditions.
- Identification and basic explanation of the rights available to the claimant in respect of breach of a condition, where the breach is anticipatory.
- Identification and basic explanation of remedies of damages and specific performance.
- Reference to and use of relevant cases as authority/illustration: for example, **Poussard v Spiers and Pond**, **Bettini v Gye**, **White and Carter (Councils) Ltd v McGregor**.

AO2

- Application to argue that Charles and Dua have made an agreement amounting to a contract, for which the terms are that Charles will pay Dua a fee of £5000 for artwork for his office premises, the work to commence in two months' time. Additionally, Charles will make alterations expected to cost £400 to his office premises in preparation for Dua to undertake the artwork.
- Application to argue that these are express terms which are the core of the contractual agreement, and so may be regarded as conditions.
- Application to argue that a refusal to perform a term which is a condition amounts to a fundamental breach entitling the other party to treat the contract as terminated and to sue for damages and/or other relief.

- Application to argue, however, that Dua has committed an anticipatory breach by refusing to undertake the work before the time for which performance is due.
- This entitles Charles to choose whether to wait for the time of performance, or to act on the fundamental breach immediately. If he chooses to wait, he may not have to mitigate his loss but can instead make reasonable expenditure in preparation for fulfilling his own obligations.
- Application to argue that, since the contract appears to be for personal services, it is unlikely that Charles could get an order for specific performance and so, ultimately, would have to rely on a claim for damages. In that case, if the work had been done as expected, he might have had artwork worth a very substantial amount more than he had agreed to pay, so may succeed in claiming damages worth the anticipated value of the work, as well as the £400 paid out in respect of his own obligations.

AO3

- Analysis and evaluation of the notion of a fundamental breach of a contract.
- Analysis and evaluation of the consequences of an anticipatory breach of contract.
- Analysis and evaluation of the remedies of specific performance and damages for breach of contract.
- Further analysis and evaluation of cases identified above and analysis and evaluation of, for example, **Page One Records v Britton, WL Thompson Ltd v Robinson Gunmakers Ltd.**

Credit any other relevant point(s).

09 Examine what is meant by ‘justice’. Discuss the extent to which the legal rules on anticipatory breach of a contract may achieve justice for the parties concerned.
[15 marks]

Marks for this question: AO1 = 5 and AO3 = 10

Levels of response mark scheme 15 marks – AO1 (5) and AO3 (10)	
Mark range	Description
13–15 Band 5	<p>Knowledge is excellent and demonstrates an excellent understanding of the Nature of Law and legal rules and principles. Excellent selection and use of relevant legal authority.</p> <p>Excellent analysis and evaluation of legal rules and principles; concepts and issues. Excellent drawing together of knowledge and understanding of substantive and non-substantive law from across the course of study.</p> <p>A logical, sustained and well-developed line of reasoning is maintained leading to a valid, relevant and substantiated conclusion.</p>
10–12 Band 4	<p>Knowledge is good and demonstrates a good understanding of the Nature of Law and legal rules and principles. Good selection and use of relevant legal authority.</p> <p>Good analysis and evaluation of legal rules and principles; concepts and issues. Good drawing together of knowledge and understanding of substantive and non-substantive law from across the course of study.</p> <p>A sustained and, but not yet fully, developed line of reasoning is established leading to a partially justified conclusion.</p>
7–9 Band 3	<p>Knowledge is satisfactory and demonstrates a satisfactory understanding of the Nature of Law and legal rules and principles. Satisfactory selection and use of relevant legal authority.</p> <p>Satisfactory analysis and evaluation of legal rules and principles; concepts and issues. Some drawing together of knowledge and understanding of substantive and non-substantive law from across the course of study.</p> <p>A chain of reasoning starts to develop which leads to a partially justified conclusion.</p>
4–6 Band 2	<p>Knowledge is limited and demonstrates a limited understanding of the Nature of Law and legal rules and principles. Limited selection and use of relevant legal authority.</p> <p>Limited analysis and evaluation of legal rules and principles; concepts and issues. Limited drawing together of knowledge and understanding of substantive and non-substantive law from across the course of study. Some reasoning is attempted which leads to a limited conclusion.</p>
1–3 Band 1	<p>Knowledge is minimal and demonstrates a minimal understanding of the Nature of law and legal rules and principles. Minimal selection and use of relevant legal authority.</p> <p>Minimal analysis and evaluation of legal concepts and issues.</p> <p>No chain of reasoning is attempted.</p>
0	Nothing worthy of credit.

Distribution of marks for substantive and non-substantive law:

Substantive	Non-substantive	Total marks
5	10	15

Indicative content**AO1**

- Identification and brief description of the different possible meanings of justice, for example, justice in terms of basic fairness or equality of treatment.
- Identification of different theories of justice, for example natural justice, distributive justice, utilitarianism and social justice.
- Identification and basic explanation of various philosophical approaches to justice.
- Basic explanation of the rules governing an anticipatory breach of a contract with possible reference to cases such as **Hochster v de la Tour** and **White & Carter Councils v McGregor**.

AO3

- Analysis of approaches to the meaning of justice, from the simple 'fairness' approach to more sophisticated philosophical treatment, for example, distributive justice, utilitarianism, social justice, using examples from any area of law, whether civil, criminal or procedural.
- Analysis of the role of philosophical theories of justice, for example the theories of Aristotle, Marx, Bentham, Rawls, and how they can be related to the legal system.
- Analysis of procedural justice (for example how legal institutions, such as the courts and the judiciary work to achieve justice) and/or substantive justice (for example how the rules of law are used to achieve justice) and/or corrective justice (for example how the appeal system or the Criminal Cases Review Commission can achieve justice).
- Analysis of the rules governing an anticipatory breach of a contract to determine the rights of the innocent party in terms of either bringing an action for breach immediately or waiting until the due date for performance.
- Evaluation to determine whether these rules promote or obstruct justice (for example, whether it is just to allow an innocent party to sue immediately for losses, whether it is just to allow an innocent party not to repudiate in the hope of obtaining what was promised, whether it is just to allow an innocent party, if possible, to perform the contract rather than mitigating losses), relating this to the analysis of justice supplied in the initial examination of the concept.

Credit any other relevant point(s).

10	<p>Consider the possible rights and remedies of Ferris against Gil in connection with Elena’s attempts to buy the ladders for Ferris. Consider Elena’s rights and remedies against Hana Trading in connection with her purchase of the vacuum cleaner.</p> <p style="text-align: right;">[30 marks]</p>
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Marks for this question: AO1 = 10, AO2 = 10 and AO3 = 10

Levels of response mark scheme 30 marks AO1 (10), AO2 (10) and AO3 (10)	
Mark range	Description
<p>25–30</p> <p>Band 5</p>	<p>Knowledge is excellent and demonstrates an excellent understanding of relevant legal rules and principles. Excellent selection and use of appropriate legal authority.</p> <p>There is excellent analysis and evaluation of legal rules and principles leading to excellent application of the correct rules and principles to the scenario.</p> <p>An excellent legal argument is presented using appropriate terminology.</p> <p>A logical, sustained and well-developed line of reasoning is maintained leading to a valid, relevant and substantiated conclusion.</p>
<p>19–24</p> <p>Band 4</p>	<p>Knowledge is good and demonstrates a good understanding of relevant legal rules and principles. Good selection and use of appropriate legal authority.</p> <p>There is good analysis and evaluation of legal rules and principles leading to good application of the correct rules and principles to the scenario.</p> <p>A good legal argument is presented using appropriate terminology.</p> <p>A sustained and, but not yet fully, developed line of reasoning is established leading to a partially justified conclusion.</p>
<p>13–18</p> <p>Band 3</p>	<p>Knowledge is satisfactory and demonstrates a satisfactory understanding of relevant legal rules and principles. Satisfactory selection and use of appropriate legal authority.</p> <p>There is satisfactory analysis and evaluation of legal rules and principles leading to satisfactory application of the correct rules and principles to the scenario.</p> <p>A satisfactory legal argument is presented using some appropriate terminology. A chain of reasoning starts to develop which leads to a partially justified conclusion.</p>
<p>7–12</p> <p>Band 2</p>	<p>Knowledge is limited and demonstrates a limited understanding of relevant legal rules and principles. Limited selection and use of appropriate legal authority.</p> <p>There is limited analysis and evaluation of legal rules and principles which may lead to limited application of the correct rules and principles to the scenario.</p> <p>A limited legal argument is presented using little appropriate terminology.</p> <p>Some reasoning is attempted which leads to a limited conclusion.</p>
<p>1–6</p> <p>Band 1</p>	<p>Knowledge is minimal and demonstrates minimal understanding of legal rules and principles. Minimal selection and use of legal authority.</p> <p>There is minimal analysis and evaluation of legal rules and principles which may lead to minimal application of the correct rules and principles to the scenario.</p> <p>A fragmented legal argument is attempted.</p> <p>No chain of reasoning is attempted.</p>
0	Nothing worthy of credit.

Distribution of marks for substantive and non-substantive law:

Substantive	Non-substantive	Total marks
30	0	30

Indicative content**AO1**

- Outline explanation of offer and acceptance, counter offers, and termination of offers by lapse of time in formation of contract.
- Outline explanation of privity of contract and the exception provided by the provisions of the Contracts (Rights of Third Parties) Act 1999.
- Outline explanation of the remedy of damages for breach of contract.
- Identification and outline explanation of supply of goods in a trader/consumer relationship under the Consumer Rights Act 2015.
- Identification and outline explanation of terms imposed on a contract for supply of goods: satisfactory quality (s9) and fitness for purpose (s10).
- Identification and outline explanation of remedies for breach of the 2015 Act imposed terms (supply of goods) as to satisfactory quality and fitness for purpose (note s19(14) presumption as to initial quality and fitness of goods): short-term right to reject (s20 – note time limit of 30 days in s22), repair or replacement (s23), price reduction or final right to reject (s24).
- Identification and explanation of the incorporation of an exclusion clause into a contract and of its effect on the remedies available (s31).
- Reference to and use of relevant cases as authority/illustration: for example, **Hyde v Wrench**, **Ramsgate Victoria Hotel v Montefiore**, **Rogers v Parish (Scarborough) Ltd**, **Grant v Australian Knitting Mills**, **Chapelton v Barry Urban District Council**, **Thornton v Shoe Lane Parking Ltd**.

AO2

- Application to argue that Elena made an offer to buy the ladders from Gil for £150, including delivery to Ferris, but that Gil rejected the offer by making a counter offer which required Elena to pay £150 but to collect the ladders herself.
- Application to argue that Elena may have accepted the counter offer by calling round to Gil's house with £150 and in order to collect the ladders, though Gil might attempt to argue that his counter offer had now been withdrawn through lapse of time, or, perhaps, because he had withdrawn it in person before Elena could accept.
- Application to argue that, if a valid contract existed, Ferris might be able to establish rights to enforce it by relying on the provisions of the Contracts (Rights of Third Parties) Act 1999 s1(1)(b) and s1(3), in that it was arguable from the dealings that the contract was intended to be for Ferris's benefit, and that he was named.
- Application to argue that the relationship between Hana Trading and Elena, is that of trader/consumer and so governed by the provisions of the Consumer Rights Act 2015.
- Application to argue that the defects in the vacuum cleaner may amount to breaches of s9 and s10, though it would be necessary to establish that the defects existed at the time when the contract was made, relying in part on the presumption in the Consumer Rights Act 2015 s19(14).
- Application to argue that, if there are breaches of either term, the short-term right to reject has already been lost by the expiry of time but Elena could exercise the right to require repair or replacement, supported by subsequent rights (to a price reduction/final right to reject).
- Application to argue that the purported exclusion of liability by Hana Trading via the signed invoice, even if incorporated as a term in the contract, would be rendered wholly ineffective by s31.

AO3

- Analysis and evaluation of issues of offer and acceptance in formation of contract, with a focus particularly on counter offers and termination of offers.
- Analysis and evaluation of privity of contract and the provisions of the Contract (Rights of Third Parties) Act 1999.
- Analysis and evaluation of the terms under the Consumer Rights Act 2015, s9 and s10 as to satisfactory quality and fitness for purpose, incorporating (where relevant) case law from pre-existing legislation (as indicated in AO1).
- Analysis and evaluation of the Consumer Rights Act 2015 remedies of repair or replacement, price reduction or final right to reject and, in particular, of their interrelationships.
- Further analysis and evaluation of cases identified above and analysis and evaluation of, for example, **Bartlett v Sidney Marcus**, **Crowther v Shannon Motor Co**, **Griffiths v Peter Conway Ltd**.

Credit any other relevant point(s).

11	<p>Consider the rights and remedies which may be available to Vince relating to the servicing by Sara of his bike. Consider the rights and remedies which may be available to Tariq following his purchase of the watch.</p> <p>Tariq has decided to bring a court action against Sara in relation to their dispute over the watch. Assess the role of the judge who will hear the trial.</p> <p style="text-align: right;">[30 marks]</p>
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Marks for this question: AO1 = 10, AO2 = 10 and AO3 = 10

	Levels of response mark scheme 30 marks AO1 (10), AO2 (10) and AO3 (10)
Mark range	Description
<p>25–30</p> <p>Band 5</p>	<p>Knowledge is excellent and demonstrates an excellent understanding of the English legal system and legal rules and principles. Excellent selection and use of relevant legal authority.</p> <p>There is excellent analysis of legal rules and principles leading to excellent application of the correct rules and principles to the scenario.</p> <p>An excellent legal argument is presented using appropriate terminology.</p> <p>There is excellent analysis and evaluation of legal concepts and issues.</p> <p>Excellent drawing together of knowledge and understanding from substantive and non-substantive law from across the course of study. A logical, sustained and well-developed line of reasoning is maintained leading to a valid, relevant and substantiated conclusion.</p>
<p>19–24</p> <p>Band 4</p>	<p>Knowledge is good and demonstrates a good understanding of the English legal system and legal rules and principles. Good selection and use of relevant legal authority.</p> <p>There is good analysis of legal rules and principles leading to good application of the correct rules and principles to the scenario.</p> <p>A good legal argument is presented using appropriate terminology.</p> <p>There is good analysis and evaluation of legal concepts and issues.</p> <p>Good drawing together of knowledge and understanding from substantive and non-substantive law from across the course of study.</p> <p>A sustained and, but not yet fully, developed line of reasoning is established leading to a partially justified conclusion.</p>
<p>13–18</p> <p>Band 3</p>	<p>Knowledge is satisfactory and demonstrates a satisfactory understanding of the English legal system and legal rules and principles. Satisfactory selection and use of relevant legal authority.</p> <p>There is satisfactory analysis of legal rules and principles leading to satisfactory application of the correct rules and principles to the scenario.</p> <p>A satisfactory legal argument is presented using some appropriate terminology.</p> <p>There is satisfactory analysis and evaluation of legal concepts and issues.</p> <p>Some drawing together of knowledge and understanding from substantive and non-substantive law from across the course of study.</p> <p>A chain of reasoning starts to develop which leads to a partially justified conclusion.</p>

<p>7–12 Band 2</p>	<p>Knowledge is limited and demonstrates a limited understanding of the English legal system and legal rules and principles. Limited selection and use of relevant legal authority. There is limited analysis of legal rules and principles leading to limited application of the correct rules and principles to the scenario. A limited legal argument is presented using little appropriate terminology. There is limited analysis and evaluation of legal concepts and issues. Limited drawing together of knowledge and understanding from substantive and non-substantive law from across the course of study. Some reasoning is attempted which leads to a limited conclusion.</p>
<p>1–6 Band 1</p>	<p>Knowledge is minimal and demonstrates a minimal understanding of the English legal system and legal rules and principles. Minimal selection and use of relevant legal authority. There is minimal analysis of legal rules and principles leading to minimal application of the correct rules and principles to the scenario. A fragmented legal argument is attempted. There is minimal analysis and evaluation of legal concepts and issues. Minimal drawing together of knowledge and understanding from substantive and non-substantive law from across the course of study. No chain of reasoning is attempted.</p>
<p>0</p>	<p>Nothing worthy of credit.</p>

Distribution of marks for substantive and non-substantive law:

Substantive	Non-substantive	Total marks
23	7	30

Indicative content

AO1

- Breach of contract: remedies for breach of statutory terms, the right to a repeat performance and to a price reduction and reliance on a common law right to damages, including loss of a chance.
- Contract for services: outline explanation of the terms imposed on a contract for services between trader and consumer – terms as to reasonable care and skill and reasonable time for performance.
- Misrepresentation: outline explanation of the meaning of misrepresentation (including a possible outline explanation of the difference between terms and representations).
- Misrepresentation: outline explanation of kinds of misrepresentation (fraudulent, negligent, innocent).
- Misrepresentation: outline explanation of the remedies for misrepresentation (damages and rescission). Reference to relevant cases such as **Attwood v Small** and **Derry v Peek**.
- Role of the judge: outline explanation of the role of the judge hearing the trial (taking the case put by both sides and reaching a decision).

AO2

- Breach of contract: application to argue that there is a breach of terms as to reasonable care and skill and (possibly) reasonable time for performance, entitling Vince to statutory remedies of a price reduction and repeat performance but also the possibility that the breach is repudiatory, entitling Vince to treat the contract as ended and/or to sue for damages, raising issues of remoteness and compensation for loss of a chance of earning winnings.
- Misrepresentation: application to argue that Sara's statement that the watch was worn on a particular television programme was an untrue statement of fact and therefore a misrepresentation. Application to consider whether the statement induced Tariq to enter into the contract: possibility that Tariq relied on Sara's statement, for example if he had not seen the television programme himself.
- Misrepresentation: application to argue that the statement was made fraudulently if Sara had no belief in truth of the statement or was reckless as to whether the statement was true or not. Alternatively, application to argue that the statement was made negligently if Sara had no reasonable grounds for believing the statement to be true. Possible reference to innocent misrepresentation, although this is difficult to argue on the facts.
- Misrepresentation: application to argue that, either at common law or under statute (Misrepresentation Act 1967), Tariq would be able to seek rescission of the contract (and the possibility of damages if Tariq can establish a loss).

AO3

- Contract for services: analysis and evaluation of the terms imposed on a contract for services between trader and consumer by the Consumer Rights Act 2015 s49 and s52.
- Remedies for breach: analysis and evaluation of the statutory (Consumer Rights Act 2015 ss54-56) and preserved common law remedies for breach of a contract for services, including repudiatory breach, damages, remoteness and loss of a chance. Reference to cases such as **Poussard v Spiers**, **Bettini v Gye**, **Hong Kong Fir v Kawasaki Kisen Kaisha**, **Hadley v Baxendale**, **Chaplin v Hicks**.
- Misrepresentation: analysis and evaluation of the requirements in misrepresentation as to an untrue statement of fact and that the untrue statement must induce the other to enter into the contract. Further analysis of cases such as **Routledge v Mackay** and **Attwood v Small**.
- Misrepresentation: analysis and evaluation of fraudulent and negligent misrepresentation, and of the remedies available. Further analysis of, for instance, **Derry v Peek**, **Howard Marine & Dredging v Ogden** and s.2(1) Misrepresentation Act 1967.
- Role of the judge: analysis of the role of the trial judge for instance to hear a case so as to be impartial and independent of the parties, to listen to witnesses and to evaluate their credibility, to consider and evaluate other forms of evidence such as reports, to make rulings on aspects of applicable law, to consider the merits of any defence put forward and any impact on the outcome, to apply the balance of probabilities to decide the case as between the parties, to decide (if applicable) remedies.

Credit any other relevant point(s).

Assessment Objectives Grid

	AO1	AO2	AO3	Total
1	1			1
2	1			1
3	1			1
4	1			1
5	1			1
6	5			5
7	2	3		5
8	3	4	3	10
9	5		10	15
10	10	10	10	30
11	10	10	10	30
Paper Total	40	27	33	100

Distribution of marks for substantive and non-substantive law

Question	Substantive	Non-substantive	Total Marks
1	1		1
2	1		1
3		1	1
4		1	1
5		1	1
6		5	5
7	5		5
8	10		10
9	5	10	15
10	30		30
11	23	7	30
Total	75	25	100
Total %	75	25	100