



A-level LAW 7162/3A

Paper 3A Contract

Mark scheme

June 2025

Version: 1.0 Final



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 remedies for misrepresentation in contract. **[1 mark]**

Marks for this question: AO1 = 1

D The only remedy for negligent misrepresentation is damages.

02 Select the **true** statement about a term seeking to exclude or limit liability for breach of contract (an 'exclusion clause'). **[1 mark]**

Marks for this question: AO1 = 1

B A term cannot exclude liability for breach of a term as to reasonable care and skill imposed by the Consumer Rights Act 2015.

03 Select the statement which **best** describes how a by-law might be used. **[1 mark]**

Marks for this question: AO1 = 1

D To set out rules for a local area

04 Select the **false** statement about judges. **[1 mark]**

Marks for this question: AO1 = 1

C Judges' pay is determined by the government.

05 Select the **true** statement about aspects of civil or criminal law. **[1 mark]**

Marks for this question: AO1 = 1

C The burden of proof in a criminal trial is usually on the prosecution.

06	Explain how statutory instruments are made and give two examples of matters which might be dealt with using a statutory instrument.	[5 marks]
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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 statutory instrument, the power is delegated to a particular minister (or perhaps government department). The power delegated will be to make regulations in respect of that particular minister's areas of responsibility in terms of adding detail to primary legislation, updating primary legislation or to manage emergencies.
- The statutory instrument may have to be laid before Parliament, and perhaps be subject to procedures such as negative or affirmative resolution before coming into force.
- Examples might include building regulations, the police Codes of Practice and regulations governing matters such as pesticides, car manufacture, drugs and chemicals.

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 privity of contract, suggest why BriteStore will not be under any obligation to Cal to replace the shoes.

[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 relevant 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 the privity of contract rule: only parties to a contract (only those who supply consideration) obtain rights and incur duties.
- Statement recognising that there may be very limited exceptions to the rule: identification of any exception, for example, the Contracts (Rights of Third Parties) Act 1999.

AO2

- Application to argue that, as the contract for the sale of the shoes was made between Alex and BriteStore, then, prima facie, the privity rule would prohibit Cal from making any claim in contract.
- Application to suggest that there is no evidence of any exception to the privity rule of which Cal could take advantage (for example, there is no evidence that would satisfy the requirements of the Contracts (Rights of Third Parties) Act 1999 s1(1) and (3)).
- Application, consequently, to suggest that BriteStore will not be required to replace the shoes at Cal's request (though credit possible suggestion that Alex could intervene to achieve this).

Credit any other relevant point(s), including use of a relevant case to assist explanation/application (for example, **Dunlop v Selfridge**, **Beswick v Beswick**).

08	Advise Deeta as to her rights and remedies against Emma Travel under the Consumer Rights Act 2015, including any associated common law remedy.	[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. No chain of reasoning is attempted.
0	Nothing worthy of credit.

Indicative content

AO1

- Identification and outline explanation of terms imposed on a contract for supply of goods between a trader and a consumer: fitness for purpose (s10), and description (s11) (possibly s9, satisfactory quality)
- Identification and outline explanation of remedies for breach of the 2015 Act imposed terms (supply of goods) as to fitness for purpose, and description (note s19(14) presumption as to initial 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), and of the remedy of damages for associated losses.
- Reference to and use of relevant cases as authority/illustration: for example, **Grant v Australian Knitting Mills**, **Re Moore and Co Ltd** and **Landauer and Co's Arbitration**.

AO2

- Application to argue that there are probable breaches of both s10 and s11 (failures of fitness for purpose in use in an aeroplane, and in description as being of the appropriate size for use in an aeroplane). Possible application of s9 fitness for purpose aspect of satisfactory quality.

- Application to argue that, in that case (those cases), Deeta could exercise the short term right to reject the suitcase, which would be particularly useful if she is not satisfied with its size. However, she must do so within 30 days of the day on which ownership and possession were transferred.
- Application to argue that, alternatively, Deeta could exercise her right to require replacement, though she might not deem that option particularly suitable. She might then have further rights – to a price reduction and/or, ultimately, to a final right to reject.
- Application to argue that Deeta might be able to recover as damages the £25 that she was required to pay to use her suitcase, subject to foreseeability and remoteness rules (which are likely to be satisfied, given the general purposes for which suitcases are bought, especially of this size).
- Application to argue that Emma (who owns/runs a travel agency and can be taken to know the potential financial implications of oversized cabin luggage) was well aware of why Deeta wanted a suitcase of that particular size which goes directly to the issue of remoteness/foreseeability.

AO3

- Analysis and evaluation of the terms under the Consumer Rights Act 2015, s10(1) and (3)–(6), and s11(1)–(3) and (7) as to fitness for purpose and description.
- Analysis and evaluation of the Consumer Rights Act 2015 remedies of the short term right to reject, repair or replacement, price reduction or final right to reject and, in particular, of their interrelationships.
- Analysis and evaluation of the common law remedy of damages.
- Use of relevant cases in support (including further analysis and evaluation of cases identified above, where relevant): for example, **Griffiths v Peter Conway Ltd**, **Beale v Taylor**.

Credit any other relevant point(s).

09	Examine the view that the law has an important role to play in balancing conflicting interests. Discuss the extent to which this role can be seen in the context of the rules on misrepresentation in contract. [15 marks]
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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	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. 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. A logical, sustained and well-developed line of reasoning is maintained leading to a valid, relevant and substantiated conclusion.
10–12 Band 4	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. 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. A sustained and, but not yet fully, developed line of reasoning is established leading to a partially justified conclusion.
7–9 Band 3	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. 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. A chain of reasoning starts to develop which leads to a partially justified conclusion.
4–6 Band 2	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. 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.
1–3 Band 1	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. Minimal analysis and evaluation of legal concepts and issues. No chain of reasoning is attempted.

0	Nothing worthy of credit.
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Distribution of marks for substantive and non-substantive law:

Substantive	Non-substantive	Total marks
5	10	15

Indicative content**AO1**

- Basic explanation of the concept of law as operating to balance conflicting interests.
- Simple illustration drawn from any area(s) of law.
- Identification of the interests involved in contract – generally private/individual but perhaps with some public or social component, possible reference to groups such as business, trader, consumer.
- Possible reference to the views of theorists, for example Jhering, Pound.
- Identification of appropriate areas of the law on misrepresentation in contract and supporting legal authority to form the basis of an assessment of the extent to which the rules on misrepresentation may play a role in balancing conflicting interests.

AO3

- Analysis of the meaning and kinds of interests that may be in conflict in issues that arise in law, as identified above under AO1.
- Analysis of the mechanisms by which law may seek to balance interests, including substantive and procedural rules of law, and access to justice.
- Possible evaluation of the extent to which law may have succeeded in achieving an appropriate balance between interests in selected areas, which may not be specific to contract but will be relevant to the process of balancing conflicting interests as a whole.
- Analysis of the rules in relevant areas of misrepresentation in contract, to attempt to demonstrate how and where a balance may have been struck between different interests: for example, restrictive requirements in what amounts to an actionable misrepresentation; the different levels of culpability (fraudulent, negligent, innocent); the remedies available in relation to culpability, including restrictions on the remedies of damages and of rescission.
- Evaluation of the extent to which attempts to balance conflicting interests can be seen in interpretation and application of the rules identified above.
- Credible conclusions based upon the analysis and evaluation presented above.

Credit any other relevant point(s).

ICG (1) Role of the law in balancing conflicting interests

ICG (2) The rules on misrepresentation in the context of balancing conflicting interests

10	Consider the rights, duties and remedies of Foxton Ltd and Gabriel Ltd arising out of the issues relating to the hire of the lorry by Foxton Ltd from Gabriel Ltd.
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[30 marks]**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
25–30 Band 5	Knowledge is excellent and demonstrates an excellent understanding of relevant legal rules and principles. Excellent selection and use of appropriate legal authority. There is excellent analysis and evaluation of legal rules and principles leading to excellent application of the correct rules and principles to the scenario. An excellent legal argument is presented using appropriate terminology. A logical, sustained and well-developed line of reasoning is maintained leading to a valid, relevant and substantiated conclusion.
19–24 Band 4	Knowledge is good and demonstrates a good understanding of relevant legal rules and principles. Good selection and use of appropriate legal authority. There is good analysis and evaluation of legal rules and principles leading to good application of the correct rules and principles to the scenario. A good legal argument is presented using appropriate terminology. A sustained and, but not yet fully, developed line of reasoning is established leading to a partially justified conclusion.
13–18 Band 3	Knowledge is satisfactory and demonstrates a satisfactory understanding of relevant legal rules and principles. Satisfactory selection and use of appropriate legal authority. There is satisfactory analysis and evaluation of legal rules and principles leading to satisfactory application of the correct rules and principles to the scenario. A satisfactory legal argument is presented using some appropriate terminology. A chain of reasoning starts to develop which leads to a partially justified conclusion.
7–12 Band 2	Knowledge is limited and demonstrates a limited understanding of relevant legal rules and principles. Limited selection and use of appropriate legal authority. 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. A limited legal argument is presented using little appropriate terminology. Some reasoning is attempted which leads to a limited conclusion.
1–6 Band 1	Knowledge is minimal and demonstrates minimal understanding of relevant legal rules and principles. Minimal selection and use of legal authority. 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. A fragmented legal argument is attempted. No chain of reasoning is attempted.
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**

- Identification and outline explanation of express terms in a contract, including their classification as conditions, warranties or innominate terms.
- Outline explanation of the meaning of frustration, including limitations on a claim of frustration.
- Outline explanation of the provisions of the Law Reform (Frustrated Contracts) Act 1943.
- Identification and outline explanation of the significance of classification of terms for the consequences of breach of contract.
- Identification and outline explanation of anticipatory breach of contract.
- Identification and outline explanation of the common law remedies for breach of express terms related to anticipatory breach and to the classification of the terms.
- Reference to, and use of, relevant cases: for example, **Hong Kong Fir Shipping Co Ltd v Kawasaki Kisen Kaisha**, **Jackson v Union Marine Insurance Co Ltd**, **Hochster v De La Tour**.

AO2

- Application to argue that the key terms are express terms as to the lorry to be hired, and the time for it to be supplied by Gabriel Ltd to Foxton Ltd, and that both terms are fundamental to the requirements of performance of the contract, and so are conditions.
- Application to argue that, when Gabriel Ltd claim that they are unable to supply the lorry, this is a claim of frustration of the contract but that, if the claim fails, the issue of anticipatory breach arises.
- Application to argue that the vandalism damage to Gabriel Ltd's vehicles may have rendered performance of the contract between Foxton Ltd and Gabriel Ltd impossible by virtue of unavailability of the subject matter (the lorry) and so, prima facie, may have frustrated the contract.
- Application to query whether the requirements for frustration are fully met since it is possible that Gabriel Ltd had a suitable lorry available to fulfil the contract with Foxton Ltd but chose to allocate it to a different client. Possible application to argue that, additionally or alternatively, the frustration may have been 'self-induced' if Gabriel Ltd was somehow at fault (eg by negligence) for failure to prevent the damage by vandalism.
- Application to argue that, if frustration can be proved, the Law Reform (Frustrated Contracts) Act 1943 s1(2) demands that all sums of money paid by Foxton Ltd to Gabriel Ltd prior to the date of frustration must be returned, and all sums payable prior to that date will cease to be payable. However, this is subject to a discretion in the judge to determine any 'just' amount to be retained or recovered by Gabriel Ltd from the sums paid or payable to meet any expenses incurred prior to the date of frustration.
- Application to argue that the 1943 Act s1(3) will also give the court a discretion to award Gabriel Ltd a 'just sum' (not confined to any sum paid or payable by Foxton Ltd) to recognise any valuable benefit conferred on Foxton Ltd by Gabriel Ltd's preparations for hiring out the lorry, taking into account any sum retained or recovered by Gabriel Ltd (and so paid by Foxton Ltd) in respect of Gabriel Ltd's expenses under s1(2).
- Application to argue that, if the contract is not frustrated, then Gabriel Ltd's refusal/inability to supply the lorry constitutes an anticipatory breach of two terms of the contract which are conditions and so amounts to a fundamental/repudiatory breach.
- Application to argue that Foxton Ltd may elect under common law either to treat the contract as at an end and claim damages or to treat the contract as subsisting and continue to expect performance by Gabriel Ltd, and claim any damages that may result.

- Application to conclude that the outcome is strongly arguable either way, as frustration and statutory adjustment of rights and liabilities or as anticipatory breach and remedies.

AO3

- Analysis and evaluation of the meaning of frustration related particularly to the destruction of the subject matter.
- Analysis and evaluation of the requirement that the alleged frustrating event must not have been attributable to the actions/fault of either party.
- Analysis and evaluation of the requirements of the Law Reform (Frustrated Contracts) Act 1943 s1(2)–(3).
- Analysis and evaluation of the remedies available under common law for breach of express terms, related to their classification as conditions, warranties or innominate terms.
- Analysis and evaluation of the consequences of an anticipatory breach of contract related to a fundamental/repudiatory breach – electing to treat the contract as at an end and claiming damages or electing to treat the contract as subsisting, continuing to expect performance, and claiming damages.
- Reference to, and use of, relevant cases: further analysis and evaluation of cases listed above and, for example, **Poussard v Spiers and Pond**, **Bettini v Gye**, **Condor v The Barron Knights**, **Maritime National Fish Ltd v Ocean Trawlers Ltd**, **BP Exploration v Hunt (No 2)**, **Gamerco SA v ICM Fair Warning (Agency) Ltd**, **Geden Operations Ltd v Dry Bulk Handy Holdings Inc**, **White and Carter (Councils) Ltd v McGregor**.

Credit any other relevant point(s).

ICG (1) Terms, anticipatory breach and remedies

ICG (2) Frustration and consequences

11	Consider the rights and remedies, if any, of Inga, Janet and Kaleb against Henry. Assess the contribution made by different sources of law to the legal rules that Inga, Janet and Kaleb might use when they claim against Henry. [30 marks]
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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
25–30 Band 5	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. There is excellent analysis of legal rules and principles leading to excellent application of the correct rules and principles to the scenario. An excellent legal argument is presented using appropriate terminology. There is excellent analysis and evaluation of legal concepts and issues. 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.
19–24 Band 4	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. There is good analysis of legal rules and principles leading to good application of the correct rules and principles to the scenario. A good legal argument is presented using appropriate terminology. There is good analysis and evaluation of legal concepts and issues. Good drawing together of knowledge and understanding from substantive and non-substantive law from across the course of study. A sustained and, but not yet fully, developed line of reasoning is established leading to a partially justified conclusion.
13–18 Band 3	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. There is satisfactory analysis of legal rules and principles leading to satisfactory application of the correct rules and principles to the scenario. A satisfactory legal argument is presented using some appropriate terminology. There is satisfactory analysis and evaluation of legal concepts and issues. Some drawing together of knowledge and understanding from substantive and non-substantive law from across the course of study. A chain of reasoning starts to develop which leads to a partially justified conclusion.

7–12 Band 2	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.
1–6 Band 1	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.
0	Nothing worthy of credit.

Distribution of marks for substantive and non-substantive law:

Substantive	Non-substantive	Total marks
23	7	30

Indicative content

AO1

- Formation of a contract: identification and outline explanation of the difference between an invitation to treat and a unilateral offer.
- Formation of a contract: identification and outline explanation of when and how an offeror can revoke a unilateral offer.
- Formation of a contract: identification and outline explanation of acceptance by conduct in the context of a unilateral offer.
- Formation of a contract: outline explanation of the remedy of damages for breach.
- Formation of a contract: reference to relevant cases such as **Carlill v Carbolic Smoke Ball Co**, **Fisher v Bell** and **Daulia v Four Millbank Nominees**.
- Contract for services: Identification and outline explanation of supply of services in a trader/consumer relationship under the Consumer Rights Act 2015.
- Contract for services: identification and outline explanation of terms implied into a contract for supply of services – service to be performed with reasonable care and skill (s49) and service to be performed within a reasonable time (s52).
- Contract for services: identification and outline explanation of remedies for breach of the terms implied by the 2015 Act as to the supply of services: the right to a repeat performance (s55) and the right to a price reduction (s56). Identification and outline explanation of common law remedies for breach of the 2015 Act: right to sue for damages.

- Contract for services: reference to relevant cases such as **Thake v Maurice** and **Wilson v Best Travel**.
- Sources of law: identification and outline explanation of the sources of law in formation of a contract and breach of a contract for the supply of services as being common law and statute.

AO2

- Formation of a contract: application of the rules relating to formation to assess whether Henry's advert was an invitation to treat or a unilateral offer. Probable conclusion that, given the precise nature of the wording and the promise of a "reward" there was an intention to be bound and therefore the advert will be treated as a unilateral offer.
- Formation of a contract: application to suggest that the unilateral offer has been communicated to both Inga and Janet, as they have seen it, and that both have accepted the offer through their conduct in meeting the requirements of the offer.
- Formation of a contract: application of the rules relating to the revocation of a unilateral offer to suggest that Henry may not be able to withdraw his offer from Inga as she has already begun to complete performance, but that whether he has withdrawn the offer from Janet, before she had had a chance to accept, may depend on whether he has given sufficient notice of the intended revocation.
- Formation of a contract: application to suggest that Inga (and possibly Janet) may have a remedy of damages in relation to the refusal of the free car wash.
- Contract for services: application to suggest that Henry and Kaleb are trader and consumer, that Kaleb has purchased services from Henry and that therefore the terms implied by the 2015 Act in relation to services are implied into Kaleb's contract.
- Contract for services: application to suggest that Henry has broken the term as to reasonable care and skill: a reasonable professional garage would not return a car after servicing with the lights not working properly. Application to suggest that Henry has also broken the implied term as to performance within a reasonable time. Three weeks is a long time for a routine servicing of a car, particularly as Henry said that he would return the car "quickly".
- Contract for services: application of the rules as to remedies available under the 2015 Act. Kaleb may be entitled to a repeat performance (in relation to the breach of the term to provide a service with reasonable care and skill) and a reduction in price (in relation to both the term as to reasonable care and skill and the term as to reasonable time). Further application to suggest that Kaleb will have a common law remedy as to damages in relation to the taxi fare (possible issue as to mitigation if public transport were available and suitable), and that he may have a common law remedy to end the contract entirely if Henry's poor workmanship amounted to a repudiatory breach.

AO3

- Formation of a contract: analysis and evaluation of the factors determining whether the original advert was an invitation to treat or a unilateral offer.
- Formation of a contract: analysis and evaluation of the relationship between the revocation of a unilateral offer and acceptance of a unilateral offer through performance of the specified requirements. Analysis and evaluation of the rules governing the notice required for the revocation of a unilateral offer.
- Contract for services: analysis and evaluation of the terms implied by the 2015 Act into a contract between a trader and a consumer for the provision of services: performance with reasonable care and skill and performance within a reasonable time.
- Contract for services: analysis and evaluation of the remedies available for a breach of the terms implied by the 2015 Act in relation to a contract for the provision of services, both in the statute itself and at common law.
- Further analysis and evaluation of the cases mentioned above together with additional case law such as **Partridge v Crittenden**, **Errington v Errington and Woods**, **Hadley v Baxendale**.
- Sources of law: evaluation of the nature and respective contributions of the two sources. Possible conclusion that the rules in relation to formation of contract are overwhelmingly founded on common law but that the rules in relation to a breach of a contract for services, in the case of a trader to consumer relationship, are largely to be found in statute law. Possible conclusion that the latter is so

in order to offer full protection to a consumer who might otherwise face a much more powerful party which can insist on terms unfavourable to the consumer.

Credit any other relevant point(s).

ICG (1) Formation of contract and remedies

ICG (2) Consumer Rights Act 2015 terms and remedies in a contract for the supply of services

ICG (3) Contribution of different sources of law

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