



Candidate Number _____

Unit 1 Examination Paper

21 September 2020

Time allowed: 3 hours

To pass this examination candidates must obtain a mark of 50% or above. **You must answer ALL of the questions in Section A and THREE out of FOUR questions in Section B.**

Write in full sentences – a yes or no answer will not earn any marks. The mark allocation for each question and part question is given and you are advised to take this into account in planning your work. Write in blue or black ink or ballpoint pen.

Please put your candidate identification number at the top right corner of each sheet of paper (NOT your name) and number the pages. At the end of the examination, collate your answers and put your answers only in proper order in the envelope. Please leave the envelope and your exam paper on your desk and wait to be directed to leave the room by the invigilator. Before leaving the room, please sign the registration form to confirm that you have left your paper on your desk.

Please write legibly, on one side of the paper only: **Marks may be lost if the examiners cannot read your answers.**

Do not turn over this page until instructed by the Invigilator.

Section A

You must answer **ALL** of the questions in this section.

1. Explain the nature and effect of a counter-offer.

(10 marks)

2. Explain how terms are incorporated into a contract.

(10 marks)

3. Identify what must be established in order to mount a successful claim in negligence.

(10 marks)

4. Identify the standard of duty owed by a defendant who is a professional.

(10 marks)

Total for Section A: 40 Marks

Section B

You must answer **THREE** questions in this section out of the following four.

Question 5: Contract Law

You work in-house at Honey and Muster LLP in Southend on Sea. Your firm is acting for a building company, Seashore Building Renovators (SBR). Three months ago, SBR acquired an old factory in Leigh-on-Sea. SBR purchased the factory with the intention of turning it into luxury flats and therefore entered into a number of contracts in order to carry out the development. Mr Muster, a senior partner of your firm, is advising on those contracts.

SBR had approached three firms to quote for the removal of old asbestos coatings from the site. Heritage Removals was the first to visit the site and they told SBR that they were the only firm in Essex that had a licence to carry out the relevant work. Heritage Removals believed this to be true. However, if Heritage Removals had checked on the Public Register of licensed persons, they would have discovered that, three weeks earlier, two new companies in Essex had obtained licences to do this sort of work.

As a result of the statement made, SBR thought there was no longer any point in getting other quotes and therefore entered into a contract with Heritage Removals. Heritage Removals has now nearly finished the asbestos removal and SBR has discovered that the two other companies would have been able to do it more cheaply than Heritage Removals. Mr Muster has approached you to write a letter to SBR explaining whether the statement that Heritage Removals was the only one in Essex that had a licence to carry out the relevant work is a misrepresentation.

Write the body of a letter to SBR advising what misrepresentation is, the types of misrepresentation and whether the statement made by Heritage Removals is a misrepresentation.

(Total: 20 marks)

Question 6: Contract Law

You work for Sutton Solicitors. Mr Sutton is an experienced solicitor at the firm and he has approached you for your assistance in relation to one of his clients, Mrs Patricia Dongle.

Last summer, Patricia and her business partners decided to hold their conference at the Royal Castle Hotel (RCH) in Bournemouth. They had booked the largest of two conference rooms at the hotel and the hotel was also to organise the audio-visual equipment for the event.

During negotiations with the RCH events team, Patricia had told RCH that there would be 75 delegates attending the event, that she would like the room set out in cabaret style and that she would need an area of the room sectioned off for the sponsors of the event to have exhibition stalls. She also told RCH there were four sponsors. A day delegate rate of £70 was agreed and the AVI would be an additional cost of £8,000.

On arrival in Bournemouth, Patricia visited the RCH reception desk and asked to be taken to the conference room so she could set up in readiness of the delegates arriving. When she arrived at the room she was told that there was only enough space for 3 exhibitors and that the room would only take 75 delegates if they did not have desks. Patricia reluctantly agreed to change the room layout.

On the morning of the event, one of the sponsors withdrew their sponsorship because they had no space to exhibit. The loss of sponsorship cost Patricia's firm £3000. During the day things went from bad to worse. There was another event being held on the same day and Patricia learnt that they had been allocated the largest conference room, had 75 delegates in attendance and were being charged a £50 day delegate rate. Also, after lunch, some delegates left the event and told Patricia they wouldn't come to any future events because the organisation, seating and venue were terrible.

Following the event Patricia received an invoice from RCH for the full amount that had been agreed. Patricia is now seeking advice. Mr Sutton has asked you to write a letter to Patricia explaining whether RCH are in breach of their contract with Patricia's firm and, if so, what the consequences of breach mean in terms of remedy available.

Write the body of a letter to Patricia advising what the consequence of a breach of contract is and the remedies that may be available.

(Total: 20 marks)

Question 7: Tort Law

You work for Bolster Solicitors in Bradford. Mrs Bolster is the senior partner at the firm and she has approached you for your assistance in relation to one of her clients, Mr Mark Thompson.

Six months ago, a solicitor, Harpreet Kaur was driving on the motorway at 2am one Monday morning on her way home from a police station call out. She was driving in the outside lane when her telephone rang. When her phone rang she took her eyes off the road and her car hit the central reservation and spun round in front of the cars driving behind her.

Amanda Thompson, through no fault of her own, collided with Harpreet's car and was injured in the accident. She was taken by ambulance to Bradford Hospital.

At the hospital, Amanda was examined by Dr Brown, a senior doctor. Dr Brown was distracted by fears over another patient and she negligently failed to check Amanda for concussion, which would have been standard practice. Amanda died during the night from a severe brain injury. It has since been discovered that the standard concussion check would not have revealed the fatal injury. Amanda was married with two young children. She was the higher earner in the household.

Mr Thompson is seeking advice on any potential claim for damages he may bring. Mrs Bolster has advised that causation will be an issue in any potential claim he may have. Having recently met with Mr Thompson, Mrs Bolster has approached you to write a letter to him setting out the usual test for factual causation in negligence, the meaning of a *novus actus interveniens* and who will be held liable for Amanda's death.

Write the body of a letter to Mr Thompson advising on the issue of

causation in negligence.

(20 marks)

Question 8: Tort Law

You work for the Argent Law Agency, an SRA regulated firm specialising in negligence actions. You have been approached by Mr Alfred Hitch who is a senior partner at the firm. He has contacted you in respect of a recent incident that took place locally.

Following months of inactivity due to COVID-19, the legendary rock band "Hammer Heads" recently embarked on a tour of the United Kingdom. They performed a warm up gig at a small venue when a spot light fell on to the stage causing a massive explosion which killed one of the band members, Tommy Leo. Unfortunately the lighting rig, which had the spot light on, had been negligently maintained by Band Lighting Solutions Ltd (BLS).

Jessica, Tommy's wife, had been watching the gig from a VIP area of the venue. She was physically unharmed but later started to suffer nightmares and depression. This is particularly difficult for her because historically she had suffered with her mental health but had sought help and recovered.

Harry, a trainee ambulance man, was one of the first on the scene. This was the first major incident which he has attended. He rushed to the stage but quickly observed that there was nothing he could do. He then spends the next two hours comforting distraught fans. He later suffers from recurring nightmares and panic attacks.

Mr Hitch has asked you to prepare a summary of the law for him to use to offer Jessica and Harry advice on their potential claims against BLS. He has directed that you consider whether BLS owe a duty of care to Jessica and Harry for any psychiatric injury that they have suffered.

Prepare a summary of advice for Mr Hitch on what must be demonstrated for a claimant to be owed a duty of care as a primary

or secondary victim in the context of psychiatric injury.

(20 marks)

Total for Section B: 60 Marks

END OF PAPER