

## CONTRACT LAW (LA4015) ASSESSMENT TASK 2023/4-TERM 1

### Coursework Assessment Details and Instructions

Module Code: LA4015	Module Title: Contract Law
Percentage Contribution to Overall Module Mark: 100%	
Word Count: <u>3,000 Words</u> in Total (1,000 Words Per Question); In-Text references in the Harvard Style does count, but Footnotes in Oscola Style and Bibliography do not count. ONLY 10% more or less is allowed. Breach of this limit either way is most likely to affect your score.	
DEADLINE DATE: To be submitted to TURNITIN any time beforehand but NO LATER than Thursday 14th December 2023 at 4.00 pm ( <i>NO hard copy submission is required – just through Turnitin only</i> )	
PLEASE ENSURE YOU TYPE YOUR STUDENT ID NUMBER AT THE TOP OF THE FIRST PAGE OF YOUR COURSEWORK – NOT YOUR NAME	
Turnitin Information: Submit within website for the module on MOODLE	

### PLEASE NOTE:

- Students are required to submit an electronic copy of their coursework to the Turnitin assignment facility which is located within the website for the module on Moodle.
- **Students are required to keep for their records a copy of the first page only of the Turnitin digital receipt.** The digital receipt is automatically sent to your mail inbox in the corresponding section for the module on Moodle.
- NO hard copy of coursework is required – just through Turnitin only.

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generate answers, beware that we can detect such use of AI and if detected it will affect the grading. Any student who is found to be in breach of assessment regulations will be subject to an appropriate penalty (ranging from failure of the relevant unit to expulsion from the University). A breach of assessment regulations cannot be excused by ignorance or external pressures.

No part of your work, except where clearly quoted and referenced (i.e., correct use of quotation marks and footnotes etc.), may be copied from material belonging to any other person. You should employ a consistent referencing system throughout your work (i.e., Harvard or Oscola).

For further information about plagiarism and collusion, please consult your Programme Handbook or your Academic Guidance Tutor. For information on referencing, please consult the Study Skills Handbook and Assessment Lecture on the Moodle page.

For guidance on plagiarism and collusion from online sources, check the originality report of your Turnitin submission.

This coursework assessment is designed to allow students to show how the knowledge, thinking and subject-based skills outlined in the module guide are achieved.

### **Instructions to Students**

There are 5 questions on the paper. You must answer 3 questions in total. You **MUST** attempt question 1 and 2 in section A, and choose any other question from section B. **Question 1 carries 40 marks**, while each of the remaining questions **carries 30 marks**.

PLEASE NOTE: your work **MUST** be correctly referenced and **MUST** include a bibliography. There shall be one bibliography **ONLY** at the end of the document. Adequacy of referencing, clear expression, and correct use of language forms part of marking criteria.

Formatting: font type **MUST** be Times New Romans, font size 12, and 1.5 spaces between the lines as well as between the paragraphs.

Once you have done this, you should submit your answers to Turnitin as a coursework portfolio in **ONE DOCUMENT ONLY**.

SECTION 'A' (STUDENT MUST ATTEMPT ALL QUESTIONS IN THIS SECTION)

1. John works for Farm Harvest retailer shop in Midlands as a door attendant (security). The branch manager, Mrs. Gaviscon was incredibly happy with John's performance and always praises him for being a hardworking employee. On 10th of July 2023, noticing that John was so attentive to the CCTV with his eyes continuously glued to the screen, watching everything that happens in the nooks and crannies of the shop, the manager said to him in appreciation "Job well done, this month you deserve a handsome tip up of £1000 on top of your monthly take-home".

Besides his security skills, John is also a professional cleaner. To display his cleaning ability, on Monday he decided to come to the workplace earlier than usual to help the cleaners tidy up the shop premises for the busy start of the week. His performance was so outstanding that the whole place was sparkly clean and shiny that you could see your reflection right through it. Greatly amazed at John's skills, the manager promised: "Another £1000 for you in gratitude".

Upon return from honeymoon last three months, the manager was financially exhausted. In fact, she was so hard up, she borrowed £500 from John as a short-term loan to be repaid in one month. When the loan was not repaid on time, John agreed to accept manager's wedding ring worth £300 in full settlement of the loan.

After receiving his pay slip at the end of the month, John was completely unhappy with the manager as his take-home remained the same as usual. He wants to claim (a) £1000 he was promised for doing his job very well and (b) £1000 for cleaning the shop premises as well as (c) the £200 outstanding on the loan.

**Advise John on whether he can successfully claim the following:**

- a. £1000 he was promised for doing his job very well.
- b. £1000 for cleaning the shop premises.
- c. the £200 outstanding on the loan

**Please write 1000 words. you MUST support your answer with law (minimum of 5 out of 10 relevant cases). This question carries 40 marks.**

2. Bahore is a qualified Indian chef, who recently moved back to the UK after a decade of running an Asian restaurant in Dubai. Unwilling to build up a new restaurant from scratch, he decided to look for an existing business for sale. This led him to contact Jonal, an elderly Bengali chef who wished to sell his 'One Big Bite' restaurant in Ashburton and retire from the profession. Bahore met with Jonal to discuss the current state of the business. Jonal told Bahore that the business was busy, he had 'at least 220 regular customers: 100 online orders for delivery and 120 eating inside and collection, that business could not be better'.

Bahore asked about the state of the premises, as he did not have the money to renovate the building. Jonal adjusted his glasses and replied: 'In my eyes the building is absolutely fine, but feel free to check it out yourself'. Hoping to save his limited funds, Bahore decided not to employ a surveyor to inspect the premises and did not have the chance to inspect it himself. Reassured by Jonal's statements, Bahore decided to purchase the business after a short deliberation. He and Jonal entered a written contract, which made no mention of the number of customers or the state of the premises.

Within a few weeks of taking over the business, Bahore realised that while there were more than two hundreds of customers contained in Jonal's records of previous transactions, the business was quiet as very few still order from or visited the restaurant regularly. In fact, there were only 50-60 customers who had regularly placed their daily orders in the past few weeks. Bahore also noticed that there appeared to be a fundamental problem with damp in the building. He has now had the premises surveyed and has been told that the premises are unsafe and will require an expensive renovation. In the past week, the damp has caused part of the roof to collapse.

**Advise Bahore on the following:**

- whether the statements made to him by Jonal will be classified by a court as terms of the contract or mere representations, and
- Whether Bahore has any claim in the form of misrepresentation if the statements are held to be mere representations.

**Please write 1000 words. you MUST support your answer with case law (minimum of 4 out of 6 relevant cases). This question carries 30 marks.**

SECTION 'B' (STUDENT MUST ATTEMPT ONE QUESTION)

3. Citing relevant case law, compare offer and invitation to treat (ITT). **(1,000 words, you MUST use at least 4 cases in this essay) 30 marks.**

4. With reference to relevant case law, discuss the role of an exemption clause in a contract, outlining the general attitude of courts seeking to limit its application.

**(1,000 words, you MUST use at least 4 cases in this essay) 30 marks.**

5. Explore the different methods by which contract can be discharged, support your explanation with case law.

**(1,000 words, you MUST use at least 4 cases in this essay) 30 marks.**