

Contract Law Assignment Brief

General Guidance

Where a question is in several parts and a words total is indicated, that is the total for the whole question, not for each part of it. Where a word limit is per part of a question, this will be clearly stated. You will not incur penalty for exceeding the word limit by up to 10% but excessively lengthy and prolix scripts will be penalised.

Whilst it is acceptable to use the internet for legal research, this means proper legal research on sites such as Westlaw, Lexis, Baili, legislation.gov.uk etc; citing Google or Wikipedia and such as authority for any legal proposition is unacceptable.

Paper-based resources will include the materials given to you for this module but you are expected to read more widely and to locate relevant materials beyond the course materials.

Module Guidance

Module Title:	Contract Law
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Module Code:	Module 1(c)
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Assignment Number:	1
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Assignment Type:	Letter
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Date Set:	16 March 2020
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Date Due:	19 April 2020
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Module Learning Outcomes

1. Explain the fundamental principles of contract law.
2. Identify, apply and evaluate the rules relating to offer, acceptance, consideration and the intention to create legal relations.
3. Describe the rule on privity of contract with reference to the law of tort.
4. Recognise the circumstances in which the courts or Parliament will interfere with the freedom of the parties to make their own contractual agreements upon their own terms.
5. Explain how terms are incorporated into a contract and how these terms may be categorised.
6. Apply the law regarding the vitiating factors with the ability to explain their effect on agreements.
7. Explain the consequence and remedies available upon breach of contract.

Required Task

Prepare a letter to Michael Schofield. Your letter should not exceed 1,500 words. You must ensure you meet all requirements to achieve a pass on the assessment.

You must ensure you meet ALL requirements to achieve a pass on the assessment.

Please Note: All submissions must be made no later than midnight on 19 April 2020. Work MUST be submitted via the online learning environment.

Brief

Mr Michael Schofield has been in business for 20 years. He had previously instructed Bagwell LLP (a firm of solicitors) for most of that time but they have now ceased trading. He recently instructed Burrows LLP as he wanted to re-structure his company. Following the instruction, he received a letter from Mr Lincoln Burrows, a partner in the firm of Burrows LLP, inviting him to attend a meeting with him to discuss his instructions in respect of the re-structuring. Michael made an appointment to see Mr Burrows the next day at the firm's office.

Mr Burrows advised that a transfer of shares and debt would be necessary for the re-structuring and that he could draft the necessary documentation and forward a copy to Michael for his consideration and approval.

A week later, Michael received the documentation. A few minor amendments were needed and Michael paid Mr Burrows' invoice. He didn't hear back for a fortnight when Michael discovered that 15% of the shares had been transferred to the wrong people. Michael trusted Mr Burrows and believed there to have been a good reason for this so decided not to query this. In the meantime, one of the new shareholders, Benjamin Franklin, contacted Michael advising that he intended to sell his shares. If he did this, it would leave Michael in a very difficult position and Michael was likely to suffer loss and damage as a result.

Michael called into Mr Burrows' office the following day. Mr Burrows checked the documentation and advised Michael that his actions did not follow the instructions Michael had given. Mr Burrows apologised and advised that he would, free of charge, amend the documents immediately. However, Michael informed Mr Burrows that he wanted compensation for injuries and damage. Mr Burrows took Michael to the reception desk and pointed to a notice on the wall behind the desk which stated:

Burrows LLP accepts no responsibility for loss or damage caused by negligence.

Michael instructed Paul Kellerman of Kellermans LLP in respect of a possible claim for compensation. Mr Kellerman attended with Michael and prepared a contemporaneous attendance note and advised that he would write to him with advice. Of primary note is that Michael stated that he never saw the notice and that, in any event, the print was too small for him to read.

You work as a second year trainee costs lawyer in the firm of Kellermans LLP. As contract law is one of the modules on the ACL Costs Lawyer Training Course, it is part of the firm's training programme for trainees to shadow fee earners in departments other than the costs department so that an all-round knowledge and understanding of the law is gained. You have been asked to consider the legal position of Michael Schofield and to prepare a letter to him for Mr Kellerman's approval.

From the file you have ascertained the following information:

Client name: Mr Michael Schofield

Address: 1 Fox River Road, Fox River FR1 1FR

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Requirements
You MUST complete all of the following requirements:
Requirement 1: Presentation
<ul style="list-style-type: none"><input checked="" type="checkbox"/> Produce a letter of 1,500 words. The word count must be included on your submission.<input checked="" type="checkbox"/> Your letter must include completed fields of "Address:", "Reference:", "Date:" and "Re:" (these fields do not form part of the prescribed word count).<input checked="" type="checkbox"/> Your letter must have at least 2 sub-headings (excluded from the prescribed word count) and you must include a summary of advice.<input checked="" type="checkbox"/> Your letter should include references to specific sections of Legislation, Delegated Legislation and other authority.<input checked="" type="checkbox"/> Your letter must include citations and a bibliography (both excluded from the prescribed word count).<input checked="" type="checkbox"/> You must include your student number on your submission.<input checked="" type="checkbox"/> You must not include your name anywhere on your submission. Where a name is required this may be included as "A. Trainee" or your student number.<input checked="" type="checkbox"/> Failure to comply with the general presentation requirements will impact upon the presentation mark.
Requirement 2: Content and Objectives
<ul style="list-style-type: none"><input checked="" type="checkbox"/> Your letter must identify key aspects of the law governing contracts for service.<input checked="" type="checkbox"/> Your letter must include a discussion on the incorporation of terms into a contract.<input checked="" type="checkbox"/> Your letter must identify if Burrows LLP is able to exclude responsibility for loss or damage .<input checked="" type="checkbox"/> Your letter must provide advice to Barry.
Requirement 3: Summary
<ul style="list-style-type: none"><input checked="" type="checkbox"/> You must include a summary outlining whether the clause displayed in the office is incorporated and enforceable.

Your work will be marked against the following criteria:
Depth of Knowledge (30%): How well do you show that you know the subject and in what depth and detail.
Application of Theory (30%): How well you can apply the content you have learnt during the course to the brief given.
Critical Analysis (30%): How well you show you have weighed up options, why you have come to the conclusions you have.
Presentation (10%): Your grammar, spelling, punctuation, referencing and following of academic writing criteria at undergraduate level (level 6) and professional level to reflect

the standard that is expected by the court, government agencies and your client / office.

Full Marking Scheme: Contract Law Assignment 2020

	Requirement 2: Depth Of Knowledge (30 marks or 30% of overall grade)	Requirement 1: Application Of Theory (30 marks or 30% of overall grade)	Requirement 2: Critical Analysis (30 marks or 30% of overall grade)	Requirement 3: Presentation (10 marks or 10% of overall grade)
Fail	<p>Very superficial knowledge of subject matter shown.</p> <p>Fails to adequately demonstrate knowledge of the learning outcomes.</p>	<p>Very little evidence of application of theory to the question e.g. unable to explain how the law on contract, including the elements of an agreement, applied in this scenario.</p>	<p>Little real analysis of any value.</p>	<p>Some sense, but difficult to follow.</p>
Borderline Fail 12+ Marks	<p>Largely superficial, but with some areas of depth.</p> <p>Attempts to adequately demonstrate knowledge of the elements of an agreement.</p>	<p>Small amount of evidence of application.</p> <p>Attempts to demonstrate an ability to explain how contractual principles apply in this situation.</p>	<p>Some analysis with reasonable depth of understanding.</p> <p>Tries to identify potential areas of weakness in assertions made.</p>	<p>Poor use of grammar and English leads to poor coherence.</p> <p>There will be spelling and grammatical mistakes.</p> <p>Some attempt at structure of a letter.</p>
Pass 15+ Marks	<p>Good knowledge demonstrated of most of the main areas. Able to show an understanding of how the basic contractual principles apply.</p> <p>Adequately demonstrates knowledge of classical theory identifying the main constitutes of a contract.</p>	<p>Several good examples of evidence of application provided.</p> <p>Demonstrates an ability to explain how the law would impact upon the relationship in this scenario.</p> <p>Demonstrates an ability to identify key aspects of the law governing contracts for service</p>	<p>Able to identify potential weaknesses in the submissions made.</p> <p>Demonstrates an ability to identify potential strengths in evidencing that an exclusion clause may not have been incorporated into the contract in this particular scenario.</p>	<p>Good grammar and letter structure. Some good paragraphs and sentence structure.</p> <p>There will be spelling and grammatical mistakes without detracting from overall meaning.</p> <p>Must have a conclusion. Must be set out in accordance with the</p>

	<p>Identifies the parties to the retainer and demonstrates some knowledge of the rule on privity of contract.</p> <p>Demonstrates good knowledge of how terms may be incorporated into an agreement recognising when parliament may interfere with parties freedom to make their own contractual agreements upon their own terms.</p>	<p>that are relevant to the facts of the scenario.</p> <p>Demonstrates an ability to identify and apply some authority on clauses that attempt to exclude liability in contracts.</p>	<p>Some solid and well-founded analysis e.g. grasped some of the importance of the UCTA 1977.</p>	<p>example memo in the academic handbook . Must include at least 2 sub-headings.</p>
<p>Merit 18+ Marks</p>	<p>Good analysis of knowledge gained to date viewed from some different perspectives.</p> <p>Demonstrates very good knowledge of the classical theory of contract e.g. was able to identify and explain where the elements were satisfied.</p> <p>Includes a detailed explanation of the incorporation of terms with a variety of authority cited showing breadth and depth of knowledge base, including knowledge of the impact of the authority in this scenario.</p> <p>Cited conflicting sources.</p>	<p>Range of opinions /authority appropriately included and applied well to explain how the law would impact upon the relationship in this scenario.</p> <p>Evidence of an ability to apply key aspects of the law governing exclusion clauses in contracts for service that are relevant to the facts of the scenario.</p> <p>Evidence of ability to apply contractual principles to identify what may fall within the scope of this particular retainer and whether the exclusion clause has been incorporated and bites.</p>	<p>+ Synthesis of ideas and either learning or critical evaluation</p> <p>e.g. may make observations about the evidential burden that either party may face when trying to evidence if a contract is in place and in evidencing any terms of that agreement.</p> <p>Able to analyse the impact if the term is found to be/not found to be incorporated.</p>	<p>Good grammar and memo writing skills. Good use of paragraphs, good sentence structure, grammar and spelling, but some mistakes without detracting from overall understanding.</p> <p>Good memo writing skills demonstrated and good use of language.</p>

<p>Distinction 21+ Marks</p>	<p>+ Awareness of areas of deep knowledge identified. This may have been demonstrated by the observation certain areas are unsettled. May also take the form of commentary on the sources included in the submission.</p> <p>+ Is likely to include the identifications additional requirements beyond the general scope of contract law.</p>	<p>+ Very good range of authority considered with some evaluation/ justification for likely outcome and the enforceability of the agreement.</p> <p>+ Able to demonstrate knowledge of wider statutory requirements of a lawyer-client retainer beyond the general principles in contract law and how they may impact on the facts of the scenario.</p>	<p>+ Relevant reflections showing synthesis, learning and critical evaluation.</p> <p>+ Synthesis of ideas and either learning or critical evaluation</p> <p>e.g. may make observations that, depending on the type of funding agreement, there may be other statutory requirements to fulfil.</p> <p>+ Identified areas for improvement to ensure the firm is aware of the risks presented when client care documentation is not signed and returned, with clear proposals as to how circumstances can be improved.</p>	<p>Coherent and fluent throughout, but may have a few very minor grammatical or spelling mistakes which do not detract from flow of the memo at all.</p> <p>Excellent letter structure with weakness in one area only.</p>
<p>Distinction (Higher) 24+ Marks</p>	<p>++ Excellent range of sources and authority considered.</p> <p>Knowledge gained has been critically evaluated.</p> <p>Sources cited have been considered.</p>	<p>Excellent range of sources and authority considered with full evaluation / justification for reform to the process of engaging new clients.</p>	<p>+Inspired development of highly original idea(s) and / or plans for reform to the process of entering contractual agreements with clients.</p>	<p>Coherent throughout and excellent letter writing skills. Excellent use of paragraphs and sentence structure.</p> <p>Excellent structure of letter.</p> <p>For a mark of 9 or 10 there must be no spelling or grammatical mistakes.</p>