

GCE

Law

H418/04: The nature of law and the law of contract

A Level

Mark Scheme for June 2022

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This mark scheme is published as an aid to teachers and students, to indicate the requirements of the examination. It shows the basis on which marks were awarded by examiners. It does not indicate the details of the discussions which took place at an examiners' meeting before marking commenced.

All examiners are instructed that alternative correct answers and unexpected approaches in candidates' scripts must be given marks that fairly reflect the relevant knowledge and skills demonstrated.

Mark schemes should be read in conjunction with the published question papers and the report on the examination.

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MARKING INSTRUCTIONS**PREPARATION FOR MARKING****RM Assessor**

1. Make sure that you have accessed and completed the relevant training packages for on-screen marking: RM Assessor Online Training; OCR Essential Guide to Marking.
2. Make sure that you have read and understood the mark scheme and the question paper for this unit. These are posted on the RM Cambridge Assessment Support Portal <http://www.rm.com/support/ca>
3. Log-in to RM Assessor and mark the **required number** of practice responses (“scripts”) and the **number of required** standardisation responses.

YOU MUST MARK 10 PRACTICE AND 10 STANDARDISATION RESPONSES BEFORE YOU CAN BE APPROVED TO MARK LIVE SCRIPTS.

MARKING

1. Mark strictly to the mark scheme.
2. Marks awarded must relate directly to the marking criteria.
3. The schedule of dates is very important. It is essential that you meet the RM50% and 100% (traditional 40% Batch 1 and 100% Batch 2) deadlines. If you experience problems, you must contact your Team Leader (Supervisor) without delay.
4. If you are in any doubt about applying the mark scheme, consult your Team Leader by telephone or the RM messaging system, or by email.

5. Crossed Out Responses

Where a candidate has crossed out a response and provided a clear alternative then the crossed out response is not marked. Where no alternative response has been provided, examiners may give candidates the benefit of the doubt and mark the crossed out response where legible.

Rubric Error Responses – Optional Questions

Where candidates have a choice of question across a whole paper or a whole section and have provided more answers than required, then all responses are marked and the highest mark allowable within the rubric is given. Enter a mark for each question answered into RM assessor, which will select the highest mark from those awarded. (The underlying assumption is that the candidate has penalised themselves by attempting more questions than necessary in the time allowed.)

Multiple Choice Question Responses

When a multiple choice question has only a single, correct response and a candidate provides two responses (even if one of these responses is correct), then no mark should be awarded (as it is not possible to determine which was the first response selected by the candidate).

When a question requires candidates to select more than one option/multiple options, then local marking arrangements need to ensure consistency of approach.

Contradictory Responses

When a candidate provides contradictory responses, then no mark should be awarded, even if one of the answers is correct.

Short Answer Questions (requiring only a list by way of a response, usually worth only **one mark per response**)

Where candidates are required to provide a set number of short answer responses then only the set number of responses should be marked. The response space should be marked from left to right on each line and then line by line until the required number of responses have been considered. The remaining responses should not then be marked. Examiners will have to apply judgement as to whether a 'second response' on a line is a development of the 'first response', rather than a separate, discrete response. (The underlying assumption is that the candidate is attempting to hedge their bets and therefore getting undue benefit rather than engaging with the question and giving the most relevant/correct responses.)

Short Answer Questions (requiring a more developed response, worth **two or more marks**)

If the candidates are required to provide a description of, say, three items or factors and four items or factors are provided, then mark on a similar basis – that is downwards (as it is unlikely in this situation that a candidate will provide more than one response in each section of the response space.)

Longer Answer Questions (requiring a developed response)

Where candidates have provided two (or more) responses to a medium or high tariff question which only required a single (developed) response and not crossed out the first response, then only the first response should be marked. Examiners will need to apply professional judgement as to whether the second (or a subsequent) response is a 'new start' or simply a poorly expressed continuation of the first response.

6. Always check the pages (and additional objects if present) at the end of the response in case any answers have been continued there. If the candidate has continued an answer there then add a tick to confirm that the work has been seen.

7. Award No Response (NR) if:

- there is nothing written in the answer space

Award Zero '0' if:















- anything is written in the answer space and is not worthy of credit (this includes text and symbols).

Team Leaders must confirm the correct use of the NR button with their markers before live marking commences and should check this when reviewing scripts.

8. The RM Assessor **comments box** is used by your team leader to explain the marking of the practice responses. Please refer to these comments when checking your practice responses. **Do not use the comments box for any other reason.**
If you have any questions or comments for your team leader, use the phone, the RM Assessor messaging system, or e-mail.
9. Assistant Examiners will send a brief report on the performance of candidates to their Team Leader (Supervisor) via email by the end of the marking period. The report should contain notes on particular strengths displayed as well as common errors or weaknesses. Constructive criticism of the question paper/mark scheme is also appreciated.
10. For answers marked by levels of response: Not applicable in F501
- To determine the level** – start at the highest level and work down until you reach the level that matches the answer
 - To determine the mark within the level**, consider the following:

Descriptor	Award mark
On the borderline of this level and the one below	At bottom of level
Just enough achievement on balance for this level	Above bottom and either below middle or at middle of level (depending on number of marks available)
Meets the criteria but with some slight inconsistency	Above middle and either below top of level or at middle of level (depending on number of marks available)
Consistently meets the criteria for this level	At top of level

11. Annotations

Annotation	Meaning
	Very well developed point (WDP)
	Unclear
	Applied point
	Developed point (DP)
	Well developed point (WDP)
	Not answered question
	Not Relevant
	Point
	Repetition
	Sort of
	Point has been noted, but no credit has been given / blank page has been checked for response
	Correct
	Applied
	Spare 1

12. Subject Specific Marking Instructions**Section A**

1. *'The courts of England and Wales are courts of law, not courts of morality'. Discuss the challenges faced by judges in separating law from morality.*

Assessment Objectives	AO1: Demonstrate knowledge and understanding of the English legal system and legal rules and principles. 8 marks. AO3 1b: Analyse and evaluate legal concepts and issues. 12 marks.
Additional guidance	The 'indicative content' is an example of valid content. Any other valid content is acceptable and should be credited in line with the levels of response. It is not expected for candidates to cover all of the indicative content.

AO1 Indicative content

Answers may include:

- Definitions of legal rules - e.g. John Salmon, John Austin, Herbert (HLA) Hart or Karl Llewellyn
- Definitions of morals - e.g. Emile Durkheim or Philip Harris
- Characteristics of legal and moral rules in relation to their origins, enforcement, ability to change and develop, certainty, and application
- Explain theories of law and morals - e.g. Natural law theorists (Aristotle, Aquinas, Fuller) and Positivists (Bentham), the overlap between law and morals, the divergence of laws and morals
- The legal enforcement of moral values in Crime, Contract, Tort and Human rights law
- Controversial areas where law and morality often clash; outraging public decency, legalising cannabis for medical use, assisted suicide, the death penalty, body modification, sado-masochism and consent, necessity and homicide e.g. Brown, Wilson, Inglis, Gilderdale, Pretty, Nicklinson, Re A
- How morality changes over time - e.g. marital rape was not a crime until 1991
- The range of standards within a plural society making it very difficult or impossible for the law to please everyone

Credit any other relevant point(s)

AO3 Indicative content

Answers **may** include:

- Discuss the difficulty of judges reaching a moral consensus in a plural society
- Consider how politicians avoid passing controversial laws that will divide society and could change the way people vote
- Discuss the use of Private Members' Bills as a way to pass controversial laws without the political parties having to state their position
- Discuss with examples the difficulties faced by judges in trying to keep the law up to date with the views of society in an environment where morality usually moves at such a fast pace
- Discuss the role of judges making moral decisions when they come from a narrow social background
- Consider criticisms of the judiciary being 'out of touch'. Debates around sexuality and consent, drug legalisation and the assisted suicide debate
- Discuss the strengths and weaknesses of the views of Devlin's desire for the law to uphold a common morality to ensure society does not disintegrate
- Compare with the utilitarian approach of Hart and his view of the centrality of personal autonomy
- Discuss the opposing views of Fuller and Hart
- Discuss the strengths and weaknesses of the natural law theorists and the positivists
- Discuss the challenges judges face in trying to keep morality separate from the law and conclude how effectively they do so
- Credit any other areas of law developed by the judiciary, credit statutory law only as it relates to an area of judge made law

Reach any sensible conclusion

Credit any other relevant point(s).

	AO1	Mark	AO3 1b	Mark
Level 4	Excellent knowledge and understanding of the English legal system, rules and principles. The response is accurate, fully developed and detailed. There will be excellent citation of fully relevant statutes and case law, where appropriate to the question.	7–8	Excellent analysis and evaluation of a wide range of legal concepts and issues. The response is wide ranging and has a sustained focus on the question. The key points are fully discussed and fully developed to reach a valid conclusion where required by the question. There is a well-developed line of reasoning which is clear and logically structured. The information presented is relevant and substantiated.	10–12
Level 3	Good knowledge and understanding of the English legal system, rules and principles. The response is detailed, but not fully developed in places. There will be good citation of mostly relevant statutes and case law, where appropriate to the question.	5–6	Good analysis and evaluation of a range of legal concepts and issues. The response has a consistent focus on the question. Most of the key points are well discussed and well developed to reach a valid conclusion where required by the question. There is a line of reasoning presented with some structure. The information presented is in the most-part relevant and supported by some evidence.	7–9
Level 2	Basic knowledge and understanding of the English legal system, rules and principles. The response is partially developed. There will be some reference to statutes and case law, where appropriate to the question.	3–4	Basic analysis and evaluation of legal concepts and issues. The response is partially focused on the question. Some of the key points are discussed and partially developed to reach a basic conclusion where required by the question. The information has some relevance and is presented with limited structure. The information is supported by limited evidence.	4–6
Level 1	Limited knowledge and understanding of the English legal system, rules and principles. The response will have minimal detail. Citation of relevant statutes and case law is limited.	1–2	Limited analysis of legal concepts and/or issues. The response has limited focus on the question. Discussion of any key points is minimal. The information is basic and communicated in an unstructured way. The information is supported by limited evidence and the relationship to the evidence may not be clear.	1–3
Level 0	No response or no response worthy of credit.	0	No response or no response worthy of credit.	0

2. 'Justice is a concept which is difficult to define but is easily identified in practical examples'. Discuss the meaning of justice in light of this statement.

Assessment Objectives	AO1: Demonstrate knowledge and understanding of the English legal system and legal rules and principles. 8 marks. AO3 1b: Analyse and evaluate legal concepts and issues. 12 marks.
Additional guidance	The 'indicative content' is an example of valid content. Any other valid content is acceptable and should be credited in line with the levels of response. It is not expected for candidates to cover all of the indicative content.

AO1 Indicative content

Answers **may** include:

1. Definitions of justice: Aristotle, Aquinas, Bentham, Mill, Marx, Perelman
2. Show how context affects the meaning of justice using examples from your full course of study
3. Theories of Law and Justice: Natural Law theories (Aristotle, Aquinas, Fuller) and Positivist theories (Bentham, Hart and Austin), John Rawls, Marxism, Nozick, Rule of Law etc
4. Use examples of formal/procedural justice – legal institutions such as the police, courts, judiciary, juries, and appeals - e.g. the use of legal aid to make the law accessible and how this has been affected in practice by LASPO 2012
5. Use examples of substantive justice – legal rules - e.g. fault and defences in criminal law, fault in tort law, rights and freedoms in the Human Rights Act and fairness in contract law
6. Use examples of distributive justice - the fair allocation of resources - e.g. wealth, power, rights, resources - e.g. anti-discrimination laws, minimum wage and reallocation of wealth through taxation and the welfare state
7. Use examples of corrective justice - sentencing aims such as retribution in criminal law and remedies in tort and contract

Credit any other relevant point(s)

AO3 Indicative content

Answers **may** include:

1. Discuss the struggle to create a common definition of justice that is shared by all members of society. Perelman's view in De la Justice that this is not in fact possible because justice is a subjective idea
2. Discuss the varied theories of law and justice and the struggle to create justice in a society
3. **Discuss examples of procedural justice**
 - The struggles faced by the criminal justice system in the miscarriage of justice cases: Birmingham Six, Guildford Four, and more recently the Post Office workers case and the Horizon computer system
 - The findings of the Runciman Commission and the Criminal Cases Review Commission
 - The Stephen Lawrence case and the findings of the McPherson Report
 - Evaluation of the system of 'trial by your peers'
4. **Discuss examples of substantive justice**
 - Discussion of any legal rule and whether it achieves justice - e.g. M'Naghten rules on insanity, Majewski rules on intoxication
5. **Discuss examples of distributive justice**
 - How the law struggles to create justice for everyone regardless of class, wealth, gender, race or disability. Discuss how this can lead to inequality - e.g. anti-discrimination laws for workers, tax evasion of rich corporations, blue collar crime, institutional racism in the police force following the murder of Stephen Lawrence, BLM movement
6. **Discuss examples of corrective justice**
 - Discussion of the high re-offending rates.
 - Inequality of bargaining power in civil cases

Reach any sensible conclusion

Credit any other relevant point(s).

	AO1	Mark	AO3 1b	Mark
Level 4	Excellent knowledge and understanding of the English legal system, rules and principles. The response is accurate, fully developed and detailed. There will be excellent citation of fully relevant statutes and case law, where appropriate to the question.	7-8	Excellent analysis and evaluation of a wide range of legal concepts and issues. The response is wide ranging and has a sustained focus on the question. The key points are fully discussed and fully developed to reach a valid conclusion where required by the question. There is a well-developed line of reasoning which is clear and logically structured. The information presented is relevant and substantiated.	10-12
Level 3	Good knowledge and understanding of the English legal system, rules and principles. The response is detailed, but not fully developed in places. There will be good citation of mostly relevant statutes and case law, where appropriate to the question.	5-6	Good analysis and evaluation of a range of legal concepts and issues. The response has a consistent focus on the question. Most of the key points are well discussed and well developed to reach a valid conclusion where required by the question. There is a line of reasoning presented with some structure. The information presented is in the most-part relevant and supported by some evidence.	7-9
Level 2	Basic knowledge and understanding of the English legal system, rules and principles. The response is partially developed. There will be some reference to statutes and case law, where appropriate to the question.	3-4	Basic analysis and evaluation of legal concepts and issues. The response is partially focused on the question. Some of the key points are discussed and partially developed to reach a basic conclusion where required by the question. The information has some relevance and is presented with limited structure. The information is supported by limited evidence.	4-6
Level 1	Limited knowledge and understanding of the English legal system, rules and principles. The response will have minimal detail. Citation of relevant statutes and case law is limited.	1-2	Limited analysis of legal concepts and/or issues. The response has limited focus on the question. Discussion of any key points is minimal. The information is basic and communicated in an unstructured way. The information is supported by limited evidence and the relationship to the evidence may not be clear.	1-3
Level 0	No response or no response worthy of credit.	0	No response or no response worthy of credit.	0

- 3 Advise whether Kareem must pay the £100 to Fine Parking **and** whether the terms on Dent Parking's ticket will prevent Kareem from suing them for compensation.

Assessment objectives	AO1: Demonstrate knowledge and understanding of the English legal system and legal rules and principles. 8 marks. AO2: Apply legal rules and principles to given scenarios in order to present a legal argument using appropriate legal terminology. 12 marks
Additional guidance	The 'indicative content' is an example of valid content. Any other valid content is acceptable and should be credited in line with the levels of response. It is not expected for candidates to cover all of the indicative content.

AO1 Indicative content

Answers **may** include:

Common law protection

- Explain that terms must be prominent, clear and available at the time of contracting - Thornton v Shoe Lane Parking, Interfoto v Stiletto Visual Programmes
- Explain that once a document has been signed the terms are likely to be incorporated - L'Estrange v Graucob
- Explain that the *contra proferentem* rule prevents terms being given a wide meaning - White v John Warrick

Consumer Rights Act 2015 (CRA)

- Explain that under s.62 unfair terms do not bind a consumer
- Explain that under s.62(4) a term is unfair if, contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations under the contract to the detriment of the consumer
- Explain that under s.65 liability for death or personal injury cannot be excluded
- Explain that Schedule 2 contains a list of terms which are to be regarded as unfair
- Credit an explanation of s.49 - that services are to be performed with reasonable care and skill

Credit any other relevant point(s).

AO2 Indicative content

Answers **may** include:

Kareem and Fine Parking

- Discuss whether the term has been properly incorporated - it probably was when he ticked the box on the app
- Consider whether the words used are clear and unambiguous enough to cover the claimed £100 - they would appear to meet this requirement
- Consider whether the term would be considered unfair under s.62 of the CRA - in this case they could be said to increase the trader's rights disproportionately
- Consider whether they would be deemed to be against the grey list of terms in the CRA which disallows disproportionate charges
- Consider cases which have considered parking penalty charges - in *Beavis v ParkingEye*, the UK Supreme Court considered that a similar penalty charge was fair

Kareem and Dent Parking

- Consider whether the term has been properly incorporated. In this case the term was on the back of the ticket which he could not see until he had made a contract when he entered the car park
- Consider whether the term on the ticket is clear enough to protect Dent Parking. The term is quite general and does not cover negligence or specifically the collapse of the wall, therefore it is unlikely to be clear enough to protect Dent Parking
- Consider the effect of the CRA:
 - under s.65 a term cannot exclude liability for personal injury, therefore Kareem will be able to claim for his injuries
 - under s.62 the term will be considered unfair as it removes the customer's rights without good reason and without giving anything back to them. In this case the term is unlikely to protect Dent Parking
 - this could be seen to be a breach of a term on the grey list in Part 1 of Schedule 2 – binding the consumer to terms which they are not able to become acquainted with before making the contract
- Credit that this could also be considered to be a breach of s.49 which requires that services are performed with reasonable care and skill

In both cases, reach any sensible conclusion

****** An alternative conclusion can be credited if there are clear reasons given

- This could be considered to be a breach of s.49 which requires that services are performed with reasonable care and skill
- This could be seen to be a breach of a term on the grey list in Schedule 2 – binding the consumer to terms which they are not able to become acquainted with before making the contract

Credit any other relevant point(s).

Credit any other relevant point(s).

	AO1	Mark	AO2 1a/1b	Mark
Level 4	<ul style="list-style-type: none"> Excellent knowledge and understanding of the English legal system, rules and principles. The response is accurate, fully developed and detailed. There will be excellent citation of fully relevant case law 	7-8	<ul style="list-style-type: none"> Excellent application of legal rules to a given scenario Excellent presentation of a legal argument which is accurate, fully developed and detailed Fully appropriate legal terminology is used. 	10-12
Level 3	<ul style="list-style-type: none"> Good knowledge and understanding of the English legal system, rules and principles. The response is detailed, but not fully developed in places. There will be good citation of mostly relevant case law. 	5-6	<ul style="list-style-type: none"> Good application of legal rules to a given scenario. Good presentation of a legal argument which is detailed but not fully developed in places. Appropriate legal terminology is used. 	7-9
Level 2	<ul style="list-style-type: none"> Basic knowledge and understanding of the English legal system, rules and principles. The response may lack detail in places and is partially developed. There will be some reference to case law 	3-4	<ul style="list-style-type: none"> Basic application of legal rules to a given scenario. Basic presentation of a legal argument which may lack detail in places and is partially developed. Some appropriate legal terminology is used. 	4-6
Level 1	<ul style="list-style-type: none"> Limited knowledge and understanding of the English legal system, rules and principles. The response will have minimal detail. Citation of case law is limited. 	1-2	<ul style="list-style-type: none"> Limited application of legal rules to a given scenario. Limited presentation of a legal argument which has minimal detail and is unstructured and/or unclear. Minimal legal terminology is used. 	1-3
Level 0	No response or no response worthy of credit	0	No response or no response worthy of credit	0

4 Advise whether each of the communications between Nina and James, Nina and Mia **and** Nina and Beth constitute a binding offer and acceptance.

Assessment objectives	AO1: Demonstrate knowledge and understanding of the English legal system and legal rules and principles. 8 marks. AO2: Apply legal rules and principles to given scenarios in order to present a legal argument using appropriate legal terminology. 12 marks
Additional guidance	The 'indicative content' is an example of valid content. Any other valid content is acceptable and should be credited in line with the levels of response. It is not expected for candidates to cover all of the indicative content.

AO1 Indicative content

Answers **may** include:

Explain when the court will find a bilateral offer:

- Where an unequivocal offer has been made to one person which requires agreement to accept
- That giving information about the price of goods will not be seen as an offer – Harvey v Facey

Explain the rules for acceptance of a bilateral offer:

- Acceptance must be communicated - Felthouse v Bindley
- Acceptance may be by conduct - Brogden v Metropolitan Railway
- Where acceptance is required to be made in a certain way it will generally be sufficient if it is made in any other way which does not disadvantage the offeror - Manchester Diocesan Council v Commercial and General Investments

Explain the rules for revocation of a bilateral offer:

- Revocation must be before acceptance is communicated - Byrne v Van Tienhoven
- Revocation may be carried out by a reliable third party - Dickinson v Dodds
- A promise not to revoke an offer is not binding unless consideration has been given to keep the offer open - Dickinson v Dodds

Credit any other relevant point(s).

AO2 Indicative content

Answers **may** include:

Nina and James

- Consider whether James has made an offer to Nina , he said that he could not accept below £3000, this does not contain a promise which Nina could accept and so is likely to be seen as an invitation to treat
- Consider that Nina might have made an offer to James when she said she would buy the horse, but James has not accepted this
- Conclude that Nina does not have a binding contract with James

Nina and Mia

- Consider that Mia made a bilateral offer to Nina and promised to keep that offer open until Friday
- Consider that Nina did not provide consideration for the promise to keep the offer open, therefore Mia would have been free to revoke her offer
- Consider that when Nina was aware that the goat had been sold to someone else this was likely to be seen as an effective revocation
- Consider that therefore Nina was not able to accept the offer when she emailed Mia
- Conclude that Nina and Mia do not have a binding contract

Nina and Beth

- Consider that Beth's offer specified the required method of acceptance, this being notification in person
- Consider that Beth has not made this method imperative, therefore Nina can accept by any other method which does not disadvantage Beth
- Consider whether Nina's text message was as effective as notification in person
- Conclude that as the text message is instant it is likely to be seen as being as effective as notification in person, so Nina and Beth do have a binding contract

	AO1	Mark	AO2 1a/1b	Mark
Level 4	<ul style="list-style-type: none"> Excellent knowledge and understanding of the English legal system, rules and principles. The response is accurate, fully developed and detailed. There will be excellent citation of fully relevant case law 	7-8	<ul style="list-style-type: none"> Excellent application of legal rules to a given scenario Excellent presentation of a legal argument which is accurate, fully developed and detailed Fully appropriate legal terminology is used. 	10-12
Level 3	<ul style="list-style-type: none"> Good knowledge and understanding of the English legal system, rules and principles. The response is detailed, but not fully developed in places. There will be good citation of mostly relevant case law. 	5-6	<ul style="list-style-type: none"> Good application of legal rules to a given scenario. Good presentation of a legal argument which is detailed but not fully developed in places. Appropriate legal terminology is used. 	7-9
Level 2	<ul style="list-style-type: none"> Basic knowledge and understanding of the English legal system, rules and principles. The response may lack detail in places and is partially developed. There will be some reference to case law 	3-4	<ul style="list-style-type: none"> Basic application of legal rules to a given scenario. Basic presentation of a legal argument which may lack detail in places and is partially developed. Some appropriate legal terminology is used. 	4-6
Level 1	<ul style="list-style-type: none"> Limited knowledge and understanding of the English legal system, rules and principles. The response will have minimal detail. Citation of case law is limited. 	1-2	<ul style="list-style-type: none"> Limited application of legal rules to a given scenario. Limited presentation of a legal argument which has minimal detail and is unstructured and/or unclear. Minimal legal terminology is used. 	1-3
Level 0	No response or no response worthy of credit	0	No response or no response worthy of credit	0

5* Discuss the extent to which the courts take a consistent approach to the requirement of consideration.

Assessment objectives	AO1: Demonstrate knowledge and understanding of the English legal system and legal rules and principles. 8 marks. AO3 1a: Analyse and evaluate legal rules and principles. 12 marks.
Additional guidance	The 'indicative content' is an example of valid content. Any other valid content is acceptable and should be credited in line with the levels of response. It is not expected for candidates to cover all of the indicative content.

AO1 Indicative content

Answers **may** include:

Candidates can discuss any areas from the topic of consideration. The following are possible areas but other areas can be credited. Candidates do not need to cover all the areas discussed below for full marks.

Explain that consideration is required from each party in order to make a binding contract

- Explain that consideration must have sufficient value but need not be adequate - Thomas v Thomas, Chappell v Nestle
- Explain that consideration must be real and certain - White v Bluett
- Explain that consideration must move from the promisee - Tweddle v Atkinson
- Explain that performance of an existing contractual duty does not normally amount to consideration unless performance goes beyond that obligation - Stilk v Myrick, Hartley v Ponsonby
- Explain that good consideration will be shown for a subsequent promise if continuing the work allows the promisor to avoid a specific detriment - Williams v Roffey Bros
- Explain that performance of a public duty does not normally amount to good consideration - Collins v Godefroy, however exceeding a public duty does amount to good consideration for a promise of payment - Glasbrook v Glamorgan, Ward v Byham

Explain the rules for past consideration:

- Past consideration is not normally good consideration - Re McArdle
- There are exceptions to the rule in past consideration when the reward was always expected - Stewart v Casey
- There are exceptions to the rule if the promisee acted at the promisor's request - Lampleigh v Braithwaite

Credit any other relevant point(s).

AO3 Indicative content

Candidates **may** discuss any topic within consideration in answering this question, the following points are indications of topics which may be relevant but any other points may be credited. None of these points are mandatory

- Consider whether the rules on sufficiency of consideration are consistent
 - Some decisions may be seen as policy-driven, for example ensuring that customers are not made false promises in *Chapell v Nestle*
 - or in a reluctance to enforce a family agreement in *White v Bluett*
- Consider whether the rules on pre-existing obligation amounting to consideration are consistent
 - While there was a clear difference between *Stilk v Myrick* and *Hartley v Ponsonby*, there was no clear consideration given in *Williams v Roffey* and this case can be seen as driven by the policy of holding larger companies to their promises
 - Consider whether the decision in *Glassbrook v Glamorgan* can be explained by the police having done more, or by the courts favouring the police
- Consider whether the rules on past consideration are consistent
 - The requirement that a reward should have been in the contemplation of the parties may be subjective and hard to gauge
- Credit any links made to the theory of contract law which is relevant to the focus of the question

Credit any other relevant point(s).

	AO1	Mark	AO3	Mark
Level 4	<ul style="list-style-type: none"> Excellent knowledge and understanding of the English legal system, rules and principles. The response is accurate, fully developed and detailed. There will be excellent citation of fully relevant case law 	7-8	<ul style="list-style-type: none"> Excellent analysis and evaluation of a wide range of legal rules and principles. The response is wide ranging and has a well sustained focus on the question. The key points are fully discussed and fully developed to reach a valid conclusion. <p><i>There is a well-developed line of reasoning which is clear and logically structured. The information presented is relevant and substantiated.</i></p>	10-12
Level 3	<ul style="list-style-type: none"> Good knowledge and understanding of the English legal system, rules and principles. The response is detailed, but not fully developed in places. There will be good citation of mostly relevant case law. 	5-6	<ul style="list-style-type: none"> Good analysis and evaluation of a range of legal rules and principles. The response has a mainly consistent focus on the question. Most of the key points are well discussed and well developed to reach a valid conclusion. <p><i>There is a line of reasoning presented with some structure. The information presented is in the most-part relevant and supported by some evidence.</i></p>	7-9
Level 2	<ul style="list-style-type: none"> Basic knowledge and understanding of the English legal system, rules and principles. The response may lack detail in places and is partially developed. There will be some reference to case law 	3-4	<ul style="list-style-type: none"> Basic analysis and evaluation of legal rules and principles. The response is partially focused on the question. Some of the key points are discussed and partially developed to reach a basic conclusion. <p><i>The information has some relevance and is presented with a basic structure. The information is supported by basic evidence.</i></p>	4-6
Level 1	<ul style="list-style-type: none"> Limited knowledge and understanding of the English legal system, rules and principles. The response will have minimal detail. Citation of case law is limited. 	1-2	<ul style="list-style-type: none"> Limited analysis of legal rules and principles. The response has limited focus on the question. Discussion of any key points is minimal. <p><i>The information is limited and communicated in an unstructured way. The information is supported by limited evidence and the relationship to the evidence may not be clear.</i></p>	1-3
Level 0	No response or no response worthy of credit	0	No response or no response worthy of credit	0

6 Advise whether Zac's termination of the contracts with Grabit and Busy B would be lawful on the basis of economic duress.

Assessment objectives	AO1: Demonstrate knowledge and understanding of the English legal system and legal rules and principles. 8 marks. AO2: Apply legal rules and principles to given scenarios in order to present a legal argument using appropriate legal terminology. 12 marks
Additional guidance	The 'indicative content' is an example of valid content. Any other valid content is acceptable and should be credited in line with the levels of response. It is not expected for candidates to cover all of the indicative content.

AO1 Indicative content

Answers **may** include:

Explain the consequences of economic duress on a contract - that it becomes voidable:

- Explain that economic duress is pressure which goes beyond the usual rough and tumble of business dealings - Interfoto v Stiletto Visual Programmes
- Explain that to claim economic duress there must be an unlawful threat, that this can be to breach a contract - Atlas Express v Kafco
- Explain that ordinary commercial pressure will not amount to an unlawful threat or to duress. This could be a threat not to renew a contract or to let a company go bankrupt - The Siboen and Sibotre, CTN Cash and Carry v Gallagher or merely an indication that a party is unable to continue with a contract - Williams v Roffey
- Explain that a legitimate threat made in bad faith can be the basis for a claim in duress Progress Bulk Carriers Ltd v Tube City, Times Travel (UK) Limited v Pakistan International Airlines Corporation
- Explain that the threat must have vitiated the consent of the other party and left them with no realistic alternative but to comply with the demand Atlas Express v Kafco, Pao On v Lau yiu Long
- Explain that the party seeking to claim economic duress must have protested at the time and must not hesitate in taking legal action to avoid the contract – Pao On, The Atlantic Baron, DSND Subsea v Petroleum Geo-Services
- Explain that if a party seeks legal advice before complying with a threat they may be seen as having taken a business decision and be unable to claim duress - Pao On v Lau Yiu Long
- Explain that the right to end a contract for duress may be lost through lapse of time - The Atlantic Baron

Credit any other relevant point(s).

AO2 Indicative content

Answers **may** include:

Zac and Grabit

- Consider whether Grabit have made an illegitimate threat. They have threatened not to place any future orders and this is unlikely to be considered illegitimate
- Consider whether Grabit's demand could be seen as being in bad faith. If it was aware that Zac had no alternative, it might be seen as bad faith
- Consider whether Zac was left with any alternative, as Zac could not afford to lose Grabit as a customer so he had no alternative
- Consider any other factors. In this case, Zac's delay in complaining might undermine any claim of economic duress
- Come to any reasoned conclusion

Zac and Busy B

- Consider whether Busy B have made an improper threat. It has raised its prices in breach of contract and this is likely to be seen as improper
- Consider whether Zac was left with any realistic alternative. Since Busy B was the only suitable supplier, Zac was left with no alternative but to pay the increased price
- Consider any other factors. In this case Zac did protest and this would make it easier to claim economic duress, however the lapse of time might prevent a claim
- Come to any reasoned conclusion

Credit any other relevant point(s).

	AO1	Mark	AO2 1a/1b	Mark
Level 4	<ul style="list-style-type: none"> Excellent knowledge and understanding of the English legal system, rules and principles. The response is accurate, fully developed and detailed. There will be excellent citation of fully relevant case law 	7-8	<ul style="list-style-type: none"> Excellent application of legal rules to a given scenario Excellent presentation of a legal argument which is accurate, fully developed and detailed Fully appropriate legal terminology is used. 	10-12
Level 3	<ul style="list-style-type: none"> Good knowledge and understanding of the English legal system, rules and principles. The response is detailed, but not fully developed in places. There will be good citation of mostly relevant case law. 	5-6	<ul style="list-style-type: none"> Good application of legal rules to a given scenario. Good presentation of a legal argument which is detailed but not fully developed in places. Appropriate legal terminology is used. 	7-9
Level 2	<ul style="list-style-type: none"> Basic knowledge and understanding of the English legal system, rules and principles. The response may lack detail in places and is partially developed. There will be some reference to case law 	3-4	<ul style="list-style-type: none"> Basic application of legal rules to a given scenario. Basic presentation of a legal argument which may lack detail in places and is partially developed. Some appropriate legal terminology is used. 	4-6
Level 1	<ul style="list-style-type: none"> Limited knowledge and understanding of the English legal system, rules and principles. The response will have minimal detail. Citation of case law is limited. 	1-2	<ul style="list-style-type: none"> Limited application of legal rules to a given scenario. Limited presentation of a legal argument which has minimal detail and is unstructured and/or unclear. Minimal legal terminology is used. 	1-3
Level 0	No response or no response worthy of credit	0	No response or no response worthy of credit	0

7 Advise what remedies Sarah may be able to claim from Boozers **and** Trad Jazz, assuming that both are found to be in breach of contract.

Assessment objectives	AO1: Demonstrate knowledge and understanding of the English legal system and legal rules and principles. 8 marks. AO2: Apply legal rules and principles to given scenarios in order to present a legal argument using appropriate legal terminology. 12 marks
Additional guidance	The 'indicative content' is an example of valid content. Any other valid content is acceptable and should be credited in line with the levels of response. It is not expected for candidates to cover all of the indicative content.

AO1 Indicative content

Answers **may** include:

- Explain that damages can be claimed for financial losses that result from non-performance and this can include loss of profits and any physical damage or harm - Bence Graphics International Ltd v Fasson UK Ltd
- Explain that damages can be claimed for reliance expenditure - Anglia Television Ltd v Reed
- Explain that the parties should take reasonable steps to mitigate losses - Pilkington v Wood
- Explain that if mitigation removes or could have removed any actual loss suffered, there can be no claim for damages - British Westinghouse Electric v Underground Electric
- Explain that the losses suffered must have been those which would arise naturally or would have been within the contemplation of the parties - Hadley v Baxendale
- Explain that any unusual losses must have been within the contemplation of the parties - Victoria Laundry v Newman, but that the parties are expected to contemplate the normal losses that would have been suffered by a business - The Heron II

Credit any other relevant point(s).

AO2 Indicative content

Answers **may** include:

Sarah and Boozers

- Consider that Boozers are in breach of contract and may be liable to pay compensatory damages for failure to supply the champagne
- Consider that Sarah is under a duty to mitigate, and has done so by buying the champagne from Poppers
- Conclude that as the champagne was cheaper from Poppers, Sarah has not lost any money and will not have a claim for damages against Boozers
- Draw a reasonable conclusion on the facts

Sarah and Trad Jazz

- Consider that Sara will be entitled to claim expectation losses for loss of bargain, not getting the 20 piece band she had booked.
- Consider that, as Sarah has paid money for the stage, Trad Jazz are also liable to pay reliance damages for their breach
- Consider whether renting the stage would have been in the reasonable contemplation of both parties. In this case it is likely to be so as the original 20 musicians was such a large number
- Consider that Sara is unlikely to be able to claim damages for disappointment against Trad Jazz as the main aim of Sara's contract was commercial rather than for pleasure
- Consider whether hiring Musica was in the reasonable contemplation of Trad Jazz. If Trad Jazz knew they were going to be filmed they may be liable to pay compensatory damages, otherwise it probably was not in their contemplation
- Draw a reasonable conclusion on the facts

Credit any other relevant point(s).

	AO1	Mark	AO2 1a/1b	Mark
Level 4	<ul style="list-style-type: none"> Excellent knowledge and understanding of the English legal system, rules and principles. The response is accurate, fully developed and detailed. There will be excellent citation of fully relevant case law 	7-8	<ul style="list-style-type: none"> Excellent application of legal rules to a given scenario Excellent presentation of a legal argument which is accurate, fully developed and detailed Fully appropriate legal terminology is used. 	10-12
Level 3	<ul style="list-style-type: none"> Good knowledge and understanding of the English legal system, rules and principles. The response is detailed, but not fully developed in places. There will be good citation of mostly relevant case law. 	5-6	<ul style="list-style-type: none"> Good application of legal rules to a given scenario. Good presentation of a legal argument which is detailed but not fully developed in places. Appropriate legal terminology is used. 	7-9
Level 2	<ul style="list-style-type: none"> Basic knowledge and understanding of the English legal system, rules and principles. The response may lack detail in places and is partially developed. There will be some reference to case law 	3-4	<ul style="list-style-type: none"> Basic application of legal rules to a given scenario. Basic presentation of a legal argument which may lack detail in places and is partially developed. Some appropriate legal terminology is used. 	4-6
Level 1	<ul style="list-style-type: none"> Limited knowledge and understanding of the English legal system, rules and principles. The response will have minimal detail. Citation of case law is limited. 	1-2	<ul style="list-style-type: none"> Limited application of legal rules to a given scenario. Limited presentation of a legal argument which has minimal detail and is unstructured and/or unclear. Minimal legal terminology is used. 	1-3
Level 0	No response or no response worthy of credit	0	No response or no response worthy of credit	0

8* As per Question 5*

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GCE

Law

H418/04: The nature of law and the law of contract

A Level

Mark Scheme for June 2023

OCR (Oxford Cambridge and RSA) is a leading UK awarding body, providing a wide range of qualifications to meet the needs of candidates of all ages and abilities. OCR qualifications include AS/A Levels, Diplomas, GCSEs, Cambridge Nationals, Cambridge Technicals, Functional Skills, Key Skills, Entry Level qualifications, NVQs and vocational qualifications in areas such as IT, business, languages, teaching/training, administration and secretarial skills.

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This mark scheme is published as an aid to teachers and students, to indicate the requirements of the examination. It shows the basis on which marks were awarded by examiners. It does not indicate the details of the discussions which took place at an examiners' meeting before marking commenced.

All examiners are instructed that alternative correct answers and unexpected approaches in candidates' scripts must be given marks that fairly reflect the relevant knowledge and skills demonstrated.

Mark schemes should be read in conjunction with the published question papers and the report on the examination.

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MARKING INSTRUCTIONS**PREPARATION FOR MARKING****RM ASSESSOR**

1. Make sure that you have accessed and completed the relevant training packages for on-screen marking: *RM Assessor Assessor Online Training; OCR Essential Guide to Marking*.
2. Make sure that you have read and understood the mark scheme and the question paper for this unit. These are posted on the RM Cambridge Assessment Support Portal <http://www.rm.com/support/ca>
3. Log-in to RM Assessor and mark the **required number** of practice responses (“scripts”) and the **number of required** standardisation responses.

YOU MUST MARK 10 PRACTICE AND 10 STANDARDISATION RESPONSES BEFORE YOU CAN BE APPROVED TO MARK LIVE SCRIPTS.

MARKING

1. Mark strictly to the mark scheme.
2. Marks awarded must relate directly to the marking criteria.
3. The schedule of dates is very important. It is essential that you meet the RM Assessor 50% and 100% (traditional 40% Batch 1 and 100% Batch 2) deadlines. If you experience problems, you must contact your Team Leader (Supervisor) without delay.
4. If you are in any doubt about applying the mark scheme, consult your Team Leader by telephone or the RM Assessor messaging system, or by email.

5. Crossed Out Responses

Where a candidate has crossed out a response and provided a clear alternative then the crossed out response is not marked. Where no alternative response has been provided, examiners may give candidates the benefit of the doubt and mark the crossed out response where legible.

Rubric Error Responses – Optional Questions

Where candidates have a choice of question across a whole paper or a whole section and have provided more answers than required, then all responses are marked and the highest mark allowable within the rubric is given. Enter a mark for each question answered into RM assessor, which

will select the highest mark from those awarded. *(The underlying assumption is that the candidate has penalised themselves by attempting more questions than necessary in the time allowed.)*

Multiple Choice Question Responses

When a multiple choice question has only a single, correct response and a candidate provides two responses (even if one of these responses is correct), then no mark should be awarded (as it is not possible to determine which was the first response selected by the candidate).

When a question requires candidates to select more than one option/multiple options, then local marking arrangements need to ensure consistency of approach.

Contradictory Responses

When a candidate provides contradictory responses, then no mark should be awarded, even if one of the answers is correct.

Short Answer Questions (requiring only a list by way of a response, usually worth only one mark per response)

Where candidates are required to provide a set number of short answer responses then only the set number of responses should be marked. The response space should be marked from left to right on each line and then line by line until the required number of responses have been considered. The remaining responses should not then be marked. Examiners will have to apply judgement as to whether a 'second response' on a line is a development of the 'first response', rather than a separate, discrete response. *(The underlying assumption is that the candidate is attempting to hedge their bets and therefore getting undue benefit rather than engaging with the question and giving the most relevant/correct responses.)*

Short Answer Questions (requiring a more developed response, worth two or more marks)

If the candidates are required to provide a description of, say, three items or factors and four items or factors are provided, then mark on a similar basis – that is downwards (as it is unlikely in this situation that a candidate will provide more than one response in each section of the response space.)

Longer Answer Questions (requiring a developed response)

Where candidates have provided two (or more) responses to a medium or high tariff question which only required a single (developed) response and not crossed out the first response, then only the first response should be marked. Examiners will need to apply professional judgement as to whether the second (or a subsequent) response is a 'new start' or simply a poorly expressed continuation of the first response.

6. Always check the pages (and additional objects if present) at the end of the response in case any answers have been continued there. If the candidate has continued an answer there, then add a tick to confirm that the work has been seen.

7. Award No Response (NR) if:

- there is nothing written in the answer space

Award Zero '0' if:

- anything is written in the answer space and is not worthy of credit (this includes text and symbols).

Team Leaders must confirm the correct use of the NR button with their markers before live marking commences and should check this when reviewing scripts.

8. The RM Assessor **comments box** is used by your team leader to explain the marking of the practice responses. Please refer to these comments when checking your practice responses. **Do not use the comments box for any other reason.**

If you have any questions or comments for your team leader, use the phone, the RM Assessor messaging system, or e-mail.

9. *Assistant Examiners will send a brief report on the performance of candidates to their Team Leader (Supervisor) via email by the end of the marking period. The report should contain notes on particular strengths displayed as well as common errors or weaknesses. Constructive criticism of the question paper/mark scheme is also appreciated.*

10. For answers marked by levels of response: Not applicable in F501















- To determine the level** – start at the highest level and work down until you reach the level that matches the answer
- To determine the mark within the level**, consider the following:

<i>Descriptor</i>	<i>Award mark</i>
On the borderline of this level and the one below	At bottom of level
Just enough achievement on balance for this level	Above bottom and either below middle or at middle of level (depending on number of marks available)
Meets the criteria but with some slight inconsistency	Above middle and either below top of level or at middle of level (depending on number of marks available)
Consistently meets the criteria for this level	At top of level

11. Annotations

NOTE ADDITIONS TO THE ANNOTATIONS BELOW

C = case or other authority, or in Q1/Q2 key thinker**Con** = conclusion

Annotation	Meaning
	Very well developed point (WDP)
	Unclear
	Applied point
	Developed point (DP)
	Well developed point (WDP)
	Not answered question
	Not Relevant
	Point
	Repetition
	Sort of
	Point has been noted, but no credit has been given / blank page has been checked for response
	Correct
	Applied
	Spare 1

12. Subject Specific Marking Instructions

Section A

1. *'The rule of law is seen as an essential principle within our legal system'. Discuss the extent to which you agree that the rule of law is central to our legal system.*

Assessment Objectives	AO1: Demonstrate knowledge and understanding of the English legal system and legal rules and principles. 8 marks. AO3 1b: Analyse and evaluate legal concepts and issues. 12 marks.
Additional guidance	The 'indicative content' is an example of valid content. Any other valid content is acceptable and should be credited in line with the levels of response. It is not expected for candidates to cover all of the indicative content.

AO1 Indicative content

Answers **may** include:

- Describe the rule of law according to Professor Dicey in 'An Introduction to the Study of the Law of the Constitution 1885':
 - No punishment without law
 - No man is above the law
 - Judicial decisions of the courts protect the rights of citizens
- Describe the origins of the rule of law from writers such as Aristotle and Plato
- Describe the influence that the rule of law had on other countries such as its influence on the American Bill of Rights 1791 and the French Declaration of the Rights of Man and the Citizen 1789
- Describe examples of cases where the rule of law was upheld or enforced - *Entick v Carrington*
- Explain modern concepts of the rule of law, showing its specific relevance to human rights, equality, fair trials and dispute resolution as explained by Tom Bingham in The Rule of Law
- Link to Articles 5 & 6 of the European Convention on Human Rights (ECHR)

Credit any other relevant point(s).

AO3 Indicative content

Answers **may** include:

- Discuss the importance of the rule of law:
 - No punishment without law – this links to the legal principle of *habeas corpus* which states that a person cannot be detained without the authorisation of a court. The Habeas Corpus Amendment Act 1679. Guantanamo Bay 2001-2009 where suspected terrorists were held without charge
 - No man is above the law – this provides a safeguard to prevent dictatorship and arbitrary use of power
 - The rule of law applies to all, regardless of class or wealth and includes the King/Queen (chapters 39 and 40 of the Magna Carta 1215)
 - The Bill of Rights 1689 contained rules that William of Orange was required to sign before he became King
 - Judicial decisions of the courts protect the rights of citizens – Dicey thought that judge-made law was the fairest system
 - The Act of Settlement 1701 protects the tenure of judges and ensures their independence from pressure when deciding cases
- Discuss the reasons why the rule of law is seen as fundamental in the English legal system
- Discuss whether the rule of law is still important today e.g. the detention of suspected terrorists, Article 5 ECHR etc
- Credit any recent relevant examples of the rule in practice such as *Miller v the Prime Minister*

Reach any sensible conclusion

Credit any other relevant point(s).

	AO1	Mark	AO3 1b	Mark
Level 4	Excellent knowledge and understanding of the English legal system, rules and principles. The response is accurate, fully developed and detailed. There will be excellent citation of fully relevant statutes and case law, where appropriate to the question.	7–8	Excellent analysis and evaluation of a wide range of legal concepts and issues. The response is wide ranging and has a sustained focus on the question. The key points are fully discussed and fully developed to reach a valid conclusion where required by the question. There is a well-developed line of reasoning which is clear and logically structured. The information presented is relevant and substantiated.	10–12
Level 3	Good knowledge and understanding of the English legal system, rules and principles. The response is detailed, but not fully developed in places. There will be good citation of mostly relevant statutes and case law, where appropriate to the question.	5–6	Good analysis and evaluation of a range of legal concepts and issues. The response has a consistent focus on the question. Most of the key points are well discussed and well developed to reach a valid conclusion where required by the question. There is a line of reasoning presented with some structure. The information presented is in the most-part relevant and supported by some evidence.	7–9
Level 2	Basic knowledge and understanding of the English legal system, rules and principles. The response is partially developed. There will be some reference to statutes and case law, where appropriate to the question.	3–4	Basic analysis and evaluation of legal concepts and issues. The response is partially focused on the question. Some of the key points are discussed and partially developed to reach a basic conclusion where required by the question. The information has some relevance and is presented with limited structure. The information is supported by limited evidence.	4–6
Level 1	Limited knowledge and understanding of the English legal system, rules and principles. The response will have minimal detail. Citation of relevant statutes and case law is limited.	1–2	Limited analysis of legal concepts and/or issues. The response has limited focus on the question. Discussion of any key points is minimal. The information is basic and communicated in an unstructured way. The information is supported by limited evidence and the relationship to the evidence may not be clear.	1–3
Level 0	No response or no response worthy of credit.	0	No response or no response worthy of credit.	0

2. *It is much harder for a multicultural society, reflecting a diversity of views, to arrive at a moral consensus.’ Discuss how effectively the legal system of England and Wales can adapt to changes in morality, in the light of the above statement.*

Assessment Objectives	AO1: Demonstrate knowledge and understanding of the English legal system and legal rules and principles. 8 marks. AO3 1b: Analyse and evaluate legal concepts and issues. 12 marks.
Additional guidance	The ‘indicative content’ is an example of valid content. Any other valid content is acceptable and should be credited in line with the levels of response. It is not expected for candidates to cover all of the indicative content.

AO1 Indicative content

Answers may include:

- Describe the difference between laws and morals - define legal rules e.g. John Salmond, John Austin, H. Hart or Karl Llewellyn and definitions of morals e.g. Durkheim or Philip Harris
- Describe the nature of moral values and how they change over time e.g. the changes in the law relating to gay rights
- Describe how different sections of society have different moral values (pluralism)
- Explain how the law enforces moral values e.g. examples of human rights, common law examples, statutory examples
- Explain the diversity of moral views in a pluralist society
- Use examples of controversial laws made by parliament and judges e.g. abolition of the death penalty, the decisions in *Re A*, *Re S*, *R v Brown*
- Explain how morality changes over time e.g. marital rape was not a crime until 1991
- Describe the main points of the Hart/Devlin debate using examples of laws supporting Devlin and laws which support Hart
- Describe the Fuller v Hart debate
- Refer to the theories of law and morals e.g. Natural Law theorists (Aristotle, Aquinas, Fuller) and Positivists (Bentham), including the overlap between law and morals, the divergence of laws and morals

Credit any other relevant point(s).

AO3 Indicative content

Answers may include:

- Discuss the difficulty of protecting moral values in a pluralist society and how the law keeps up with changing moral views
- Discuss how politicians may avoid passing controversial laws that will divide society
- Discuss how morality usually moves at a faster pace and the law struggles to keep up with the views of society
- Discuss the role of judges making moral decisions. Use examples where the judiciary have been criticised for being 'out of touch'
- Discuss the strengths and weaknesses of the views of Devlin and his desire for the law to uphold a common morality to ensure society does not disintegrate. Compare with the utilitarian approach of Hart and his desire for the law to respect personal autonomy
- Discuss the opposing views of Fuller and Hart
- Discuss the strengths and weaknesses of the natural law theorists and the positivists
- Discuss the difficulties of trying to enforce and protect morals using the law and conclude how well the law achieves this

Reach any sensible conclusion

Credit any other relevant point(s).

	AO1	Mark	AO3 1b	Mark
Level 4	Excellent knowledge and understanding of the English legal system, rules and principles. The response is accurate, fully developed and detailed. There will be excellent citation of fully relevant statutes and case law, where appropriate to the question.	7-8	Excellent analysis and evaluation of a wide range of legal concepts and issues. The response is wide ranging and has a sustained focus on the question. The key points are fully discussed and fully developed to reach a valid conclusion where required by the question. There is a well-developed line of reasoning which is clear and logically structured. The information presented is relevant and substantiated.	10-12
Level 3	Good knowledge and understanding of the English legal system, rules and principles. The response is detailed, but not fully developed in places. There will be good citation of mostly relevant statutes and case law, where appropriate to the question.	5-6	Good analysis and evaluation of a range of legal concepts and issues. The response has a consistent focus on the question. Most of the key points are well discussed and well developed to reach a valid conclusion where required by the question. There is a line of reasoning presented with some structure. The information presented is in the most-part relevant and supported by some evidence.	7-9
Level 2	Basic knowledge and understanding of the English legal system, rules and principles. The response is partially developed. There will be some reference to statutes and case law, where appropriate to the question.	3-4	Basic analysis and evaluation of legal concepts and issues. The response is partially focused on the question. Some of the key points are discussed and partially developed to reach a basic conclusion where required by the question. The information has some relevance and is presented with limited structure. The information is supported by limited evidence.	4-6
Level 1	Limited knowledge and understanding of the English legal system, rules and principles. The response will have minimal detail. Citation of relevant statutes and case law is limited.	1-2	Limited analysis of legal concepts and/or issues. The response has limited focus on the question. Discussion of any key points is minimal. The information is basic and communicated in an unstructured way. The information is supported by limited evidence and the relationship to the evidence may not be clear.	1-3
Level 0	No response or no response worthy of credit.	0	No response or no response worthy of credit.	0

Section B

- 3 Advise Sara whether Tom, Layla and Heidi have given good consideration for her promises. Do **not** discuss intention to create legal relations.

Assessment objectives	AO1: Demonstrate knowledge and understanding of the English legal system and legal rules and principles. 8 marks. AO2: Apply legal rules and principles to given scenarios in order to present a legal argument using appropriate legal terminology. 12 marks
Additional guidance	The 'indicative content' is an example of valid content. Any other valid content is acceptable and should be credited in line with the levels of response. It is not expected for candidates to cover all of the indicative content.

AO1 Indicative content

Answers **may** include:

Explain that consideration is required from each party in order to make a binding contract

- Consideration must move from the promisee – *Tweddle v Atkinson*

Explain that consideration must be sufficient:

- Consideration must have some value but need not be equivalent on each side – *Thomas v Thomas*
- Consideration maybe anything requested by one of the parties – *Chappell v Nestlé*
- Consideration maybe going beyond an existing duty – *Ward v Byham*
- Giving up something that you have no right to do in the first place is unlikely to be seen as consideration – *White v Bluett*

Explain the rules for past consideration:

- Past consideration is not normally good consideration - *Re McArdle*
- There are exceptions to the rule in past consideration when the reward was always expected - *Stewart v Casey*
- There are exceptions to the rule if the promisee acted at the promisor's request - *Lampleigh v Braithwaite*

Credit any other relevant point(s).

AO2 Indicative content

Answers **may** include:

Tom has borrowed some money from Sara.

- Identify that consideration must have sufficient value
- Identify that Tom does not have legal grounds to complain about how Sara spends her money, therefore giving up complaining does not have sufficient value
- Discuss whether not complaining moves from the promise (Tom)
- Credit any reference to the rule in Pinnel's case, that Tom already owes the money and only full payment, or other goods and services, will provide good consideration for this debt
- Conclude that Tom does not give good consideration when he stops complaining

Layla drew a picture to send to Sara on her birthday.

- Identify that Layla's consideration is past as she had already drawn the picture by the times Sara made her promise
- Identify that there are exceptions to the rule against past consideration
- Identify that Sara did not request the picture from Layla
- Identify that drawing a picture for your mother is not a situation which would normally be commercial
- Conclude that this does not come within the exceptions to past consideration
- Conclude that Layla has not given consideration for Sara's promise

Sara owns an old and very valuable sports car.

- Identify that consideration must be sufficient but does not have to be adequate
- Identify that £100 has real value and so is likely to be seen as sufficient
- Identify that the £100 moves from Heidi
- Conclude that Heidi does give sufficient consideration for the car

Credit any other relevant point(s).

	AO1	Mark	AO2 1a/1b	Mark
Level 4	<ul style="list-style-type: none"> Excellent knowledge and understanding of the English legal system, rules and principles. The response is accurate, fully developed and detailed. There will be excellent citation of fully relevant case law 	7-8	<ul style="list-style-type: none"> Excellent application of legal rules to a given scenario Excellent presentation of a legal argument which is accurate, fully developed and detailed Fully appropriate legal terminology is used. 	10-12
Level 3	<ul style="list-style-type: none"> Good knowledge and understanding of the English legal system, rules and principles. The response is detailed, but not fully developed in places. There will be good citation of mostly relevant case law. 	5-6	<ul style="list-style-type: none"> Good application of legal rules to a given scenario. Good presentation of a legal argument which is detailed but not fully developed in places. Appropriate legal terminology is used. 	7-9
Level 2	<ul style="list-style-type: none"> Basic knowledge and understanding of the English legal system, rules and principles. The response may lack detail in places and is partially developed. There will be some reference to case law 	3-4	<ul style="list-style-type: none"> Basic application of legal rules to a given scenario. Basic presentation of a legal argument which may lack detail in places and is partially developed. Some appropriate legal terminology is used. 	4-6
Level 1	<ul style="list-style-type: none"> Limited knowledge and understanding of the English legal system, rules and principles. The response will have minimal detail. Citation of case law is limited. 	1-2	<ul style="list-style-type: none"> Limited application of legal rules to a given scenario. Limited presentation of a legal argument which has minimal detail and is unstructured and/or unclear. Minimal legal terminology is used. 	1-3
Level 0	No response or no response worthy of credit	0	No response or no response worthy of credit	0

- 4 Advise whether the term about paying £1000 compensation, the promise to use organic seeds, and the terms on the back of the note are incorporated into Amir's contract with Rosa.

Assessment objectives	AO1: Demonstrate knowledge and understanding of the English legal system and legal rules and principles. 8 marks. AO2: Apply legal rules and principles to given scenarios in order to present a legal argument using appropriate legal terminology. 12 marks
Additional guidance	The 'indicative content' is an example of valid content. Any other valid content is acceptable and should be credited in line with the levels of response. It is not expected for candidates to cover all of the indicative content.

AO1 Indicative content

Answers **may** include:

Explain the rules for incorporation of terms

- Explain that terms must be prominent, clear and available at the time of contracting - *Thornton v Shoe Lane Parking*,
- Explain that any harsh or unusual terms must be made clear - *Interfoto v Stiletto Visual Programmes*, S.68 Consumer Rights Act 2015

Explain the rules for incorporation of pre-contractual statements as terms of the contract

- Explain that an oral statement can override written terms – *Curtis v Chemical Cleaning*
- Explain that a statement is more likely to be incorporated as a term if it is:
 - Of particular importance - *Bannerman v White*
 - Where the party making the statement has more knowledge - *Schawel v Reade*, *Oscar Chess v Williams*
 - Where there is a delay between the making of the statement and completing a contract *Routledge v McKay*

Explain the rules for incorporation of terms by course of dealings

- Explain that a term will be incorporated by course of dealings if its use is regular and consistent, even if it comes after acceptance - *Kendall v Lillico*
- Explain that this is less likely to be the case where one party acts as a consumer - *Hollier v Rambler Motors*
- Explain that this will be more likely if the parties are both in the same industry - *British Crane Hire v Ipswich Plant Hire*

Credit S.50 CRA that anything said by a trader about their service will be an implied term if it influences a consumer's decision to enter a contract

Credit any other relevant point(s)

AO2 Indicative content

Answers **may** include:

£1000 compensation if Rosa stops using Amir.

- Identify that terms must be clear and explicit, particularly terms which are harsh or unusual
- Identify the £1000 compensation term is probably both harsh and unusual
- Discuss whether the term has been made clear enough to Rosa
- Draw a reasonable conclusion on the facts

Amir agreeing that all the seeds he used would be organic

- Identify that pre-contractual statements may be regarded as terms if the statement was sufficiently important to the contracting parties
- Identify that in this case Rosa has made it clear that it is important to her that the seeds should be organic
- Conclude that the requirement that they are organic was a term of the contract

The terms on the back of the note

- Identify that the terms of the contract must be available to the parties before acceptance
- Identify that where a term comes after acceptance it may still be incorporated by a course of dealings if use of the terms has been regular and consistent
- Identify that in this situation the term comes after the work, and so after the contract has been made, but that its use appears to be consistent and regular
- Conclude that the terms on the note have probably been incorporated in Amir's contract

Credit any other relevant point(s).

	AO1	Mark	AO2 1a/1b	Mark
Level 4	<ul style="list-style-type: none"> Excellent knowledge and understanding of the English legal system, rules and principles. The response is accurate, fully developed and detailed. There will be excellent citation of fully relevant case law 	7-8	<ul style="list-style-type: none"> Excellent application of legal rules to a given scenario Excellent presentation of a legal argument which is accurate, fully developed and detailed Fully appropriate legal terminology is used. 	10-12
Level 3	<ul style="list-style-type: none"> Good knowledge and understanding of the English legal system, rules and principles. The response is detailed, but not fully developed in places. There will be good citation of mostly relevant case law. 	5-6	<ul style="list-style-type: none"> Good application of legal rules to a given scenario. Good presentation of a legal argument which is detailed but not fully developed in places. Appropriate legal terminology is used. 	7-9
Level 2	<ul style="list-style-type: none"> Basic knowledge and understanding of the English legal system, rules and principles. The response may lack detail in places and is partially developed. There will be some reference to case law 	3-4	<ul style="list-style-type: none"> Basic application of legal rules to a given scenario. Basic presentation of a legal argument which may lack detail in places and is partially developed. Some appropriate legal terminology is used. 	4-6
Level 1	<ul style="list-style-type: none"> Limited knowledge and understanding of the English legal system, rules and principles. The response will have minimal detail. Citation of case law is limited. 	1-2	<ul style="list-style-type: none"> Limited application of legal rules to a given scenario. Limited presentation of a legal argument which has minimal detail and is unstructured and/or unclear. Minimal legal terminology is used. 	1-3
Level 0	No response or no response worthy of credit	0	No response or no response worthy of credit	0

5* The rules of offer and acceptance can cause confusion and parties may not be clear at what point a binding agreement has been formed. Discuss the extent to which you agree with this statement.

Assessment objectives	AO1: Demonstrate knowledge and understanding of the English legal system and legal rules and principles. 8 marks. AO3 1a: Analyse and evaluate legal rules and principles. 12 marks.
Additional guidance	The 'indicative content' is an example of valid content. Any other valid content is acceptable and should be credited in line with the levels of response. It is not expected for candidates to cover all of the indicative content.

AO1 Indicative content

Answers **may** include:

Candidates may select any material from the topic of offer and acceptance, this may include but is not limited to:

Explain invitation to treat and different kinds of offer:

- That giving information about the price of goods will be seen as an invitation to treat – *Fisher v Bell*, *Harvey v Facey*, *Boots v Pharmaceutical Society of Great Britain*
- A bilateral offer may be found where an unequivocal offer has been made to one person which requires agreement to accept
- A unilateral offer may be made to more than one person and requires conduct to accept - *Carlill v Carbolic Smoke Ball Company*

Explain the rules for acceptance:

- That anything other than an unconditional offer will be seen as a counter offer, but that this can be distinguished from a mere question – *Hyde v Wrench*, *Stevenson v Mclean*
- Acceptance must be communicated - *Felthouse v Bindley*
- Acceptance may be by conduct - *Brogden v Metropolitan Railway*
- Where acceptance is required to be made in a certain way it will generally be sufficient if it is made in any other way which does not disadvantage the offeror - *Manchester Diocesan Council v Commercial and General Investments*
- A postal acceptance will be effective on posting unless the offer was made by instant means - *Adams v Lindsell*, *Quenerduaine v Cole*
- An acceptance made by instant means takes effect on arrival, subject to sound business practice - *Brinkibon v Stahag Stahl*
- Acceptance of a unilateral offer will be by performance of specified conduct - *Carlill v Carbolic Smoke Ball Company*

Explain the rules for revocation:

- Revocation must be before acceptance is communicated - *Byrne v Van Tienhoven*

- Revocation may be carried out by a reliable third party - *Dickinson v Dodds*
- A promise not to revoke an offer is not binding unless consideration has been given to keep the offer open - *Dickinson v Dodds*
- Revocation of a unilateral offer must be before acceptance commences - *Errington v Errington and Woods*

Credit any other relevant point(s).

AO3 Indicative content

Candidates **may** discuss any topic within offer and acceptance in answering this question, the following points are indications of topics which may be relevant but any other points may be credited. None of these points are mandatory:

- Discuss whether the rules of invitation to treat are sufficiently clearly defined to identify the difference between an invitation to treat and an offer, whether online or in a shop
- Discuss whether the circumstances in which the postal rule applies are clearly defined
- Discuss whether the point of posting, in cases where the postal rule does apply, will be clear to both parties
- Discuss whether the exceptions to the postal rule are clearly defined
- Discuss whether the point at which instant communications are effective, using the sound business practice rule, will be clear to the parties
- Discuss the challenges arising with acceptance of unilateral offers not having to be communicated to the offeror
- Discuss whether the circumstances under which performance will amount to acceptance are sufficiently clear to the parties in when they apply and when the acceptance will be effective
- Discuss whether the difference between a counter-offer and a mere enquiry are sufficiently clear

Link made to contract law theory relevant to the focus of the question.

Credit any other relevant point(s).

	AO1	Mark	AO2 1a/1b	Mark
Level 4	<ul style="list-style-type: none"> Excellent knowledge and understanding of the English legal system, rules and principles. The response is accurate, fully developed and detailed. There will be excellent citation of fully relevant case law 	7-8	<ul style="list-style-type: none"> Excellent analysis and evaluation of a wide range of legal rules and principles. The response is wide ranging and has a well sustained focus on the question. The key points are fully discussed and fully developed to reach a valid conclusion. <p><i>There is a well-developed line of reasoning which is clear and logically structured. The information presented is relevant and substantiated.</i></p>	10-12
Level 3	<ul style="list-style-type: none"> Good knowledge and understanding of the English legal system, rules and principles. The response is detailed, but not fully developed in places. There will be good citation of mostly relevant case law. 	5-6	<ul style="list-style-type: none"> Good analysis and evaluation of a range of legal rules and principles. The response has a mainly consistent focus on the question. Most of the key points are well discussed and well developed to reach a valid conclusion. <p><i>There is a line of reasoning presented with some structure. The information presented is in the most-part relevant and supported by some evidence.</i></p>	7-9
Level 2	<ul style="list-style-type: none"> Basic knowledge and understanding of the English legal system, rules and principles. The response may lack detail in places and is partially developed. There will be some reference to case law 	3-4	<ul style="list-style-type: none"> Basic analysis and evaluation of legal rules and principles. The response is partially focused on the question. Some of the key points are discussed and partially developed to reach a basic conclusion. <p><i>The information has some relevance and is presented with a basic structure. The information is supported by basic evidence.</i></p>	4-6
Level 1	<ul style="list-style-type: none"> Limited knowledge and understanding of the English legal system, rules and principles. The response will have minimal detail. Citation of case law is limited. 	1-2	<ul style="list-style-type: none"> Limited analysis of legal rules and principles. The response has limited focus on the question. Discussion of any key points is minimal. <p><i>The information is limited and communicated in an unstructured way. The information is supported by limited evidence and the relationship to the evidence may not be clear.</i></p>	1-3
Level 0	No response or no response worthy of credit	0	No response or no response worthy of credit	0

- 6 Advise whether Ben's failure to disclose information to Yoshi, Rishi and the insurance company will allow them to rescind their contracts for misrepresentation.

Assessment objectives	AO1: Demonstrate knowledge and understanding of the English legal system and legal rules and principles. 8 marks. AO2: Apply legal rules and principles to given scenarios in order to present a legal argument using appropriate legal terminology. 12 marks
Additional guidance	The 'indicative content' is an example of valid content. Any other valid content is acceptable and should be credited in line with the levels of response. It is not expected for candidates to cover all of the indicative content.

AO1 Indicative content

Answers **may** include:

Explain what is meant by a false statement of fact that induces entry to the contract

- That misrepresentation is concerned with false statements of fact
- That failure to disclose material facts is not normally considered to be a false statement - *Fletcher v Krell*
- That a statement which becomes false through a change of circumstances since being made, will be seen as a misrepresentation - *With v O'Flanagan*
- That the false statement must be relevant in inducing them into the contract, but does not have to be the only reason for entering the contract - *Edgington v Fitzmaurice*
- That insurance contracts are contracts of utmost good faith and there is a duty to disclose all relevant facts relating to liability – *IMG v Simmonds, Lambert v Coop Insurance*

Explain the operation of the Consumer Insurance (Disclosure and Representations) Act 2012

- That if the consumer did not realise they should have disclosed information, the insurance is still valid but any pay-out is reduced by the amount the insurance company undercharged
- That if the consumer has deliberately lied, the insurance company can avoid the contract and keep any instalments paid

Credit the **Consumer Protection from Unfair Trading Regulations 2008** – these allow a consumer to unwind an unfair contract

Credit S.10 **Consumer Rights Act 2015** and the implied term that goods are fit for any purpose made known by the buyer

Credit any other relevant point(s).

AO2 Indicative content

Answers **may** include:

Ben's non-disclosure about the accident and repair.

- Identify that a seller is not under a general duty to disclose relevant facts
- Identify that an exception to this rule is where a statement has been made which has become untrue before the contract is completed
- Identify that the statement was relevant in inducing Yoshi into the contract
- Identify that, in this case, the accident and repair came after Ben's statement but before Yoshi completed the purchase
- Identify that Ben did have a duty to disclose the accident
- Conclude that Ben has made a misrepresentation to Yoshi and Yoshi will be able to rescind the contract

Ben's non-disclosure to Rishi.

- Identify that a seller is not under a general duty to disclose relevant facts
- Conclude that Ben has not made a misrepresentation to Rishi and Rishi will not be able to rescind the contract
- Credit any reference to the Consumer Protection from Unfair Trading Regulations 2008 which give remedies to a consumer if the trader has not acted fairly or made full disclosure – Rishi would be able to unwind the contract which is effectively a statutory version of rescission
- Credit any reference to the Consumer Rights Act 2015 which would allow Rishi to end the contract for breach of S.10, that the car was not fit for the purpose he made known at the time of contracting

Ben's non-disclosure to the insurance company.

- Identify that insurance contracts are usually contracts of utmost good faith and there is a duty of full disclosure
- Identify that the Consumer Insurance (Disclosure and Representations) Act 2012 limits the liability of consumers who innocently fail to disclose relevant facts
- Identify that this will only help Ben if he did not realise that he should have disclosed his theft conviction, but not if he deliberately concealed it
- Credit any discussion that as Ben is in the car trade he may not be seen as a consumer
- Come to a reasonable conclusion on the facts
- In any of the three scenarios, credit any discussion of any limits to the right of rescission such as lapse of time or affirmation

Credit any other relevant point(s).				
	AO1	Mark	AO2 1a/1b	Mark
Level 4	<ul style="list-style-type: none"> Excellent knowledge and understanding of the English legal system, rules and principles. The response is accurate, fully developed and detailed. There will be excellent citation of fully relevant case law 	7-8	<ul style="list-style-type: none"> Excellent application of legal rules to a given scenario Excellent presentation of a legal argument which is accurate, fully developed and detailed Fully appropriate legal terminology is used. 	10-12
Level 3	<ul style="list-style-type: none"> Good knowledge and understanding of the English legal system, rules and principles. The response is detailed, but not fully developed in places. There will be good citation of mostly relevant case law. 	5-6	<ul style="list-style-type: none"> Good application of legal rules to a given scenario. Good presentation of a legal argument which is detailed but not fully developed in places. Appropriate legal terminology is used. 	7-9
Level 2	<ul style="list-style-type: none"> Basic knowledge and understanding of the English legal system, rules and principles. The response may lack detail in places and is partially developed. There will be some reference to case law 	3-4	<ul style="list-style-type: none"> Basic application of legal rules to a given scenario. Basic presentation of a legal argument which may lack detail in places and is partially developed. Some appropriate legal terminology is used. 	4-6
Level 1	<ul style="list-style-type: none"> Limited knowledge and understanding of the English legal system, rules and principles. The response will have minimal detail. Citation of case law is limited. 	1-2	<ul style="list-style-type: none"> Limited application of legal rules to a given scenario. Limited presentation of a legal argument which has minimal detail and is unstructured and/or unclear. Minimal legal terminology is used. 	1-3
Level 0	No response or no response worthy of credit	0	No response or no response worthy of credit	0

7 Advise whether Dev's contracts with Sam, Boom and Yana are frustrated.

Assessment objectives	AO1: Demonstrate knowledge and understanding of the English legal system and legal rules and principles. 8 marks. AO2: Apply legal rules and principles to given scenarios in order to present a legal argument using appropriate legal terminology. 12 marks
Additional guidance	The 'indicative content' is an example of valid content. Any other valid content is acceptable and should be credited in line with the levels of response. It is not expected for candidates to cover all of the indicative content.

AO1 Indicative content

Answers **may** include:

Explain the ways in which a contract may be frustrated

- Where performance has become impossible - *Nichol and Knight v Ashton Eldridge, Taylor v Caldwell*
- Where there has been a radical change of circumstances, where performance of the contract would amount to something very different to what was originally anticipated - *Krell v Henry, Herne Bay v Hutton, Davis Contractors v Fareham UDC*

Explain the circumstances where the courts will decide that frustration will not apply

- Where performance would be possible but more difficult or expensive than originally anticipated - *Tsakiroglou v Noblee Thorl*
- Where the potentially frustrating event was anticipated by the parties - *Amalgamated Investments v John Walker*
- Where the impossibility of performance was due to the fault of one of the parties - *Maritime National v Ocean Trawlers, Super Servant 2*

Credit any other relevant point(s).

AO2 Indicative content

Answers **may** include:

The contract to transport a large machine for Sam

- Identify that a party will not be able to claim frustration if their inability to perform is self-induced
- Identify that having a choice about performance is seen by the court are self-induced
- Identify that Dev could use Lorry 2 for Sam's contract but has chosen to use it for other contracts
- Conclude that Dev's contract with Sam will not be frustrated

The contract with Boom to transport their equipment

- Identify that the contract with boom can still be performed but it has become pointless as the festival has been cancelled
- Identify that a radical change of circumstances must have been unforeseen and must make the contract quite different to what was anticipated
- Identify that in this case the contract was made based on the existence of a festival which is no longer going ahead
- Conclude that the contract will be frustrated

The contract with Yana and the bridge

- Identify that a contract will not be frustrated merely because it has become unprofitable
- Identify that in Dev's contract with Yana it is still possible to deliver the goods and that the alternative route is not substantially different to what was originally anticipated
- Conclude that the contract with Yana will not be frustrated

Credit any other relevant point(s).

	AO1	Mark	AO2 1a/1b	Mark
Level 4	<ul style="list-style-type: none"> Excellent knowledge and understanding of the English legal system, rules and principles. The response is accurate, fully developed and detailed. There will be excellent citation of fully relevant case law 	7-8	<ul style="list-style-type: none"> Excellent application of legal rules to a given scenario Excellent presentation of a legal argument which is accurate, fully developed and detailed Fully appropriate legal terminology is used. 	10-12
Level 3	<ul style="list-style-type: none"> Good knowledge and understanding of the English legal system, rules and principles. The response is detailed, but not fully developed in places. There will be good citation of mostly relevant case law. 	5-6	<ul style="list-style-type: none"> Good application of legal rules to a given scenario. Good presentation of a legal argument which is detailed but not fully developed in places. Appropriate legal terminology is used. 	7-9
Level 2	<ul style="list-style-type: none"> Basic knowledge and understanding of the English legal system, rules and principles. The response may lack detail in places and is partially developed. There will be some reference to case law 	3-4	<ul style="list-style-type: none"> Basic application of legal rules to a given scenario. Basic presentation of a legal argument which may lack detail in places and is partially developed. Some appropriate legal terminology is used. 	4-6
Level 1	<ul style="list-style-type: none"> Limited knowledge and understanding of the English legal system, rules and principles. The response will have minimal detail. Citation of case law is limited. 	1-2	<ul style="list-style-type: none"> Limited application of legal rules to a given scenario. Limited presentation of a legal argument which has minimal detail and is unstructured and/or unclear. Minimal legal terminology is used. 	1-3
Level 0	No response or no response worthy of credit	0	No response or no response worthy of credit	0

8* As per Question 5*

Assessment Objectives Grid

Questions	AO1	AO2 1a/1b**	AO3 1a	AO3 1b	Total
1-2	8	0	0	12	20
3 or 6	8	12	0	0	20
4 or 7	8	12	0	0	20
5* or 8*	8	0	12	0	20
Total	32	24	12	12	80

**AO2 elements 1a and 1b will be awarded jointly.

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