
A-level

LAW

COMPONENT CODE

PAPER 3 CONTRACT

Mark scheme

Series

V1.0

Mark schemes are prepared by the Lead Assessment Writer and considered, together with the relevant questions, by a panel of subject teachers. This mark scheme includes any amendments made at the standardisation events which all associates participate in and is the scheme which was used by them in this examination. The standardisation process ensures that the mark scheme covers the students' responses to questions and that every associate understands and applies it in the same correct way. As preparation for standardisation each associate analyses a number of students' scripts. Alternative answers not already covered by the mark scheme are discussed and legislated for. If, after the standardisation process, associates encounter unusual answers which have not been raised they are required to refer these to the Lead Assessment Writer.

It must be stressed that a mark scheme is a working document, in many cases further developed and expanded on the basis of students' reactions to a particular paper. Assumptions about future mark schemes on the basis of one year's document should be avoided; whilst the guiding principles of assessment remain constant, details will change, depending on the content of a particular examination paper.

Further copies of this mark scheme are available from aqa.org.uk

Level of response marking instructions

Level of response mark schemes are broken down into levels, each of which has a descriptor. The descriptor for the level shows the average performance for the level. There are marks in each level.

Before you apply the mark scheme to a student's answer read through the answer and annotate it (as instructed) to show the qualities that are being looked for. You can then apply the mark scheme.

Step 1 Determine a level

Start at the lowest level of the mark scheme and use it as a ladder to see whether the answer meets the descriptor for that level. The descriptor for the level indicates the different qualities that might be seen in the student's answer for that level. If it meets the lowest level then go to the next one and decide if it meets this level, and so on, until you have a match between the level descriptor and the answer. With practice and familiarity you will find that for better answers you will be able to quickly skip through the lower levels of the mark scheme.

When assigning a level you should look at the overall quality of the answer and not look to pick holes in small and specific parts of the answer where the student has not performed quite as well as the rest. If the answer covers different aspects of different levels of the mark scheme you should use a best fit approach for defining the level and then use the variability of the response to help decide the mark within the level, ie if the response is predominantly level 3 with a small amount of level 4 material it would be placed in level 3 but be awarded a mark near the top of the level because of the level 4 content.

Step 2 Determine a mark

Once you have assigned a level you need to decide on the mark. The descriptors on how to allocate marks can help with this. The exemplar materials used during standardisation will help. There will be an answer in the standardising materials which will correspond with each level of the mark scheme. This answer will have been awarded a mark by the Lead Examiner. You can compare the student's answer with the example to determine if it is the same standard, better or worse than the example. You can then use this to allocate a mark for the answer based on the Lead Examiner's mark on the example.

You may well need to read back through the answer as you apply the mark scheme to clarify points and assure yourself that the level and the mark are appropriate.

Indicative content in the mark scheme is provided as a guide for examiners. It is not intended to be exhaustive and you must credit other valid points. Students do not have to cover all of the points mentioned in the Indicative content to reach the highest level of the mark scheme.

An answer which contains nothing of relevance to the question must be awarded no marks.

Examiners are required to assign each of the students' responses to the most appropriate level according to its overall quality, then allocate a single mark within the level. When deciding upon a mark in a level examiners should bear in mind the relative weightings of the assessment objectives (see page 18) and be careful not to over/under credit a particular skill. For example, in question 8 more weight should be given to AO2 than to AO1. This will be exemplified and reinforced as part of examiner training.

Examiners are reminded that AO1, AO2 and AO3 are regarded as interdependent. When deciding on a mark all should be considered together using the best fit approach. For example, a level 3 mark could be awarded for level 3 evidence against each objective, or a mixture of level 4, 3 and 2 evidence across different objectives.

01 Which **one** of the following is an accurate statement concerning an invitation to treat (ITT) for the purposes of forming a contract?

[1 mark]

Marks for this question: AO1 = 1

B An ITT is an invitation to others to make an offer.

02 Select the **false** statement about an exclusion or limitation clause in a contract.

[1 mark]

Marks for this question: AO1 = 1

D In a consumer-trader contract for supply of services, it can exclude or limit liability for breach if it is reasonable to do so.

03 All of the following are suitable as Orders in Council, **except**:

[1 mark]

Marks for this question: AO1 = 1

C A law regulating parking in a city

04 Choose the best description of regulations as a form of EU law.

[1 mark]

Marks for this question: AO1 = 1

B EU regulations automatically become law in the UK once they are issued.

05 Select the **true** statement about civil and criminal law.

[1 mark]

Marks for this question: AO1 = 1

A The same unlawful conduct may sometimes be both a crime and a breach of the civil law.

06 Explain **two** elements that may be considered to be aspects of ‘the rule of law’. Briefly explain why the independence of the judiciary is important in relation to the rule of law. **[5 marks]**

Marks for this question: AO1 = 5

Levels of response mark scheme 5 marks – AO1 only	
Mark range	AO1
4-5 Band 3	Knowledge is good and demonstrates a good understanding of the English legal system. Where appropriate a good example of a case to illustrate suggested reasons.
2-3 Band 2	Knowledge is satisfactory and demonstrates a satisfactory understanding of the English legal system. Where appropriate a satisfactory example of a case to illustrate reasons.
1 Band 1	Knowledge is limited and demonstrates a limited understanding of the English legal system. Where appropriate a limited example of a case to illustrate reasons.
0	Nothing worthy of credit

Answers that do not provide two elements cannot progress beyond band 2.

Indicative Content:

AO1

The elements of the rule of law (any two)

- Persons are subject to law rather than arbitrary exercise of power by individuals/institutions.
- No individual/institution is above the law.
- Laws are clear and accessible.
- There is equality before the law.
- Law is made and administered fairly by accessible processes.
- All have access to legal processes for resolution of disputes.

The importance of the independence of the judiciary

- Independence of the judiciary guarantees freedom of judges from improper influence/interference.
- Independence of the judiciary ensures that judges can prevent/restrict arbitrary exercise of power (especially by Government officials/agents) and resolve disputes strictly according to the law in a fair manner.

Credit any other relevant point(s).

07 Suggest why Asif probably cannot rely on the doctrine of frustration in order to bring the contract to an end.

[5 marks]

Marks for this question: AO1 = 2 and AO2 = 3

Levels of response mark scheme 5 marks – AO1 (2) and AO2 (3)	
Mark range	Description
4-5 Band 3	<p>Good outline explanation of legal rules and principles and good application to the scenario in order to present a legal argument using appropriate terminology.</p> <p>Good explanation of a relevant case to support the application.</p>
2-3 Band 2	<p>Knowledge is satisfactory and demonstrates a satisfactory understanding of relevant legal rules and principles.</p> <p>Satisfactory application of legal rules and principles to the scenario.</p> <p>Satisfactory explanation of a relevant case to support the application.</p>
1 Band 1	<p>Knowledge is limited and demonstrates a limited understanding of legal rules and principles.</p>
0	<p>Nothing worthy of credit</p>

Indicative Content:

AO1

- Statement of the elements of the doctrine of frustration in a contract resulting from an unforeseeable supervening event which occurs without fault.
- Outline explanation of the nature of a frustrating event: the contract has become impossible, illegal or without purpose (frustration of the common venture).

AO2

- Identification of key facts: a continuing contract in which nothing seems to have changed other than that it has become more expensive to perform.
- Application to suggest that there is no convincing argument that the facts reveal that the contract is impossible to perform or wholly lacking in purpose, so leading to the conclusion that Asif cannot rely on the doctrine.
- Brief explanation of a relevant case to support application and conclusion (eg Davis Contractors v Fareham UDC, Tsakiroglou & Co Ltd v Noble Thorl GmbH)

Credit any other relevant point(s)

08 Advise Catherine as to her rights and remedies against Dana.

[10 marks]

Marks for this question: AO1 = 3, AO3 = 4 and AO2 = 3

Levels of response mark scheme 10 marks – AO1 (3), AO2 (4), AO3 (3).	
Mark range	Description
7-10 Band 3	<p>Knowledge is good and demonstrates a good understanding of relevant legal rules and principles.</p> <p>Good analysis of legal rules and principles leading to good application of the correct rules and principles to the scenario.</p> <p>Good explanation of relevant legal authority to support the application.</p> <p>A good legal argument is presented using appropriate terminology to support advice.</p>
3-6 Band 2	<p>Knowledge is satisfactory and demonstrates a satisfactory understanding of relevant legal rules and principles.</p> <p>Satisfactory analysis of legal rules and principles leading to satisfactory application of the correct rules and principles to the scenario.</p> <p>Satisfactory explanation of relevant legal authority to support the application.</p> <p>A satisfactory legal argument is presented using some appropriate terminology to support advice.</p>
1-2 Band 1	<p>A limited demonstration of knowledge.</p> <p>Limited analysis of legal rules and principles in relation to the scenario but rules and principles are not applied correctly to the scenario.</p>
0	Nothing worthy of credit

Indicative Content:

AO1

- Outline explanation of the requirement for intention to create legal relations in a contract
- Outline explanation of the requirement for consideration in a contract
- Reference to supporting case authority (for example, *Balfour v Balfour*, *Currie v Misa*, *Dunlop v Selfridge*)

AO2

- Application to suggest that it is doubtful whether an intention to create legal relations can be shown. As a social relationship, rather than business, the presumption may be against such intention and the circumstances may suggest that no payment was contemplated.
- Application to suggest that, prima facie, the circumstances indicate that the offer of payment came as an afterthought for services which had already been supplied, indicating that no consideration had been supplied to support the promise to pay
- Application to suggest that a prior request and promise seem difficult to deduce, so tending to confirm the likelihood that the primary rule would apply.
- Conclusion that, on grounds both of lack of intention to create legal relations and absence of consideration, Catherine would probably be unable to claim the £100 but that, if a different view were taken, then the failure to pay was a breach of contract, and the damages would be for recovery of the sum promised.

AO3

- Analysis and evaluation of presumption as to intention to create legal relations in a social relationship: generally against such a presumption (by analogy, say, with domestic relationships) or, at best, neutral
- Analysis and evaluation of general rule that past consideration is no consideration, indicating what qualifies as 'past' for these purposes
- Analysis and evaluation of exception to past consideration where a prior request is made and a prior promise to pay can be deduced
- Use of supporting case authority (for example, *Simpkins v Pays*, *Jones v Padavatton*, *Re McArdle*, *Lampleigh v Brathwait*, *Re Casey's Patents*)

Credit any other relevant point(s).

09 Examine the relationship between legal rules and moral rules. Discuss the extent to which rules in Contract law are founded on moral rules.

[15 marks]

Marks for this question: AO1 = 5, AO3 = 10

Levels of response mark scheme 15marks – AO1 (5) and AO3 (10).	
Mark range	Description
13-15 Band 5	<p>Knowledge is excellent and demonstrates an excellent understanding of the Nature of Law and legal rules and principles. Excellent selection and use of relevant legal authority.</p> <p>Excellent analysis and evaluation of legal rules and principles; concepts and issues.</p> <p>Excellent drawing together of knowledge and understanding of substantive and non-substantive law from across the course of study.</p> <p>A logical, sustained and well-developed line of reasoning is maintained leading to a valid, relevant and substantiated conclusion.</p>
10-12 Band 4	<p>Knowledge is good and demonstrates a good understanding of the Nature of Law and legal rules and principles. Good selection and use of relevant legal authority.</p> <p>Good analysis and evaluation of legal rules and principles; concepts and issues.</p> <p>Good drawing together of knowledge and understanding of substantive and non-substantive law from across the course of study.</p> <p>A sustained and, but not yet fully, developed line of reasoning is established leading to a partially justified conclusion.</p>
7-9 Band 3	<p>Knowledge is satisfactory and demonstrates a satisfactory understanding of the Nature of Law and legal rules and principles. Satisfactory selection and use of relevant legal authority.</p> <p>Satisfactory analysis and evaluation of legal rules and principles; concepts and issues.</p> <p>Some drawing together of knowledge and understanding of substantive and non-substantive law from across the course of study.</p> <p>A chain of reasoning starts to develop which leads to a partially justified conclusion.</p>
4-6 Band 2	<p>Knowledge is limited and demonstrates a limited understanding of the Nature of Law and legal rules and principles. Limited selection and use of relevant legal authority.</p> <p>Limited analysis and evaluation of legal rules and principles; concepts and issues.</p>

	Limited drawing together of knowledge and understanding of substantive and non-substantive law from across the course of study Some reasoning is attempted which leads to a limited conclusion.
1-3 Band 1	Knowledge is minimal and demonstrates a minimal understanding of the Nature of law and legal rules and principles. Minimal selection and use of relevant legal authority. Minimal analysis and evaluation of legal concepts and issues. No chain of reasoning is attempted.
0	Nothing worthy of credit

Distribution of marks for substantive and non-substantive law:

Substantive	Non-substantive	Total Marks
5	10	15

Indicative Content:

AO1

- Basic definitions of legal rules (in simple terms or by reference to theorists such as Salmond, Austin, Kelsen) and moral rules (for example, as customary practices, as social manners, as rules based on religion, as rules representing what is ethically good).
- Outline explanation of the relationship between legal rules and moral rules, suggesting similarities, overlap and differences
- Identification of appropriate examples drawn from civil and/or criminal law to illustrate in general propositions about the relationship between legal rules and moral rules: for example, offences against the person in criminal law, the neighbour principle in the tort of negligence, the rules in contract identified below
- Identification of appropriate areas of the law and supporting legal authority to illustrate specifically an assessment of the extent to which legal rules may be founded on moral rules in the law of contract (see the areas of law suggested below)

AO3

- Analysis of similarities and overlap between legal and moral rules, developing illustration from any area of law: similarities between legal and moral rules in nature, structure and outcome
- Analysis of the differences between legal and moral rules, developing illustration from any area of law: differences in formality in creation and enforcement, capacity for, and speed of, change
- Evaluation of the relationship between legal and moral rules, based on the analyses above
- Analysis of relevant legal rules in contract: for example, the concept of an enforceable agreement; the rules on misrepresentation; consumer orientated rules; compensation and equitable remedies for breach, supported by relevant legal authority
- Evaluation of the relevant legal rules; for example, the basic moral injunction to keep a promise is reflected in the contractual obligation to honour agreements which satisfy the requirements for enforceable contracts; the rules on misrepresentation recognise the moral injunction to be truthful and not to lie; consumer-orientated rules recognise a moral obligation to treat all equally, and so

protect weaker parties; compensation/equitable remedies redress the balance when a 'wrong' has been done.

- Conclusion perhaps to suggest that many of the rules of the law of contract are founded on moral rules

Credit any other relevant point(s).

10 Assuming that Jenna wishes to terminate her membership, consider her rights and remedies against FLC.

[30 marks]

Marks for this question: AO1 = 10, AO2 = 10 and AO3 = 10

Levels of response mark scheme 30 marks – AO1 (10), AO2 (10) and AO3 (10).	
Mark range	Description
25-30 Band 5	<p>Knowledge is excellent and demonstrates an excellent understanding of relevant legal rules and principles. Excellent selection and use of appropriate legal authority.</p> <p>There is excellent analysis and evaluation of legal rules and principles leading to excellent application of the correct rules and principles to the scenario. An excellent legal argument is presented using appropriate terminology.</p> <p>A logical, sustained and well-developed line of reasoning is maintained leading to a valid, relevant and substantiated conclusion.</p>
19-24 Band 4	<p>Knowledge is good and demonstrates a good understanding of relevant legal rules and principles. Good selection and use of appropriate legal authority.</p> <p>There is good analysis and evaluation of legal rules and principles leading to good application of the correct rules and principles to the scenario. A good legal argument is presented using appropriate terminology.</p> <p>A sustained and, but not yet fully, developed line of reasoning is established leading to a partially justified conclusion.</p>
13-18 Band 3	<p>Knowledge is satisfactory and demonstrates a satisfactory understanding of relevant legal rules and principles. Satisfactory selection and use of appropriate legal authority.</p> <p>There is satisfactory analysis and evaluation of legal rules and principles leading to satisfactory application of the correct rules and principles to the scenario. A satisfactory legal argument is presented using some appropriate terminology</p> <p>A chain of reasoning starts to develop which leads to a partially justified conclusion.</p>
7-12 Band 2	<p>Knowledge is limited and demonstrates a limited understanding of relevant legal rules and principles. Limited selection and use of appropriate legal authority.</p> <p>There is limited analysis and evaluation of legal rules and principles which may lead to limited application of the correct rules and principles to the scenario. A limited legal argument is presented using little appropriate terminology.</p> <p>Some reasoning is attempted which leads to a limited conclusion.</p>
1-6 Band 1	<p>Knowledge is minimal and demonstrates minimal understanding of legal rules and principles. Minimal selection and use of legal authority.</p> <p>There is minimal analysis and evaluation of legal rules and principles which may lead to minimal application of the correct rules and principles to the scenario. A fragmented legal argument is attempted. No chain of reasoning is attempted.</p>
0	Nothing worthy of credit

Indicative Content:

AO1

- Identification and outline explanation of misrepresentation: meaning, types, and remedies
- Identification and outline explanation of terms in a contract for services
- Identification and outline explanation of statutory remedies for breach of terms in a contract for services
- Identification and outline explanation of common law/equitable remedies for breach contract (damages, rescission), related to warranties, conditions and innominate terms
- Reference to supporting statutory authority (Misrepresentation Act 1967, Consumer Rights Act 2015) and to supporting case authority (for example, Edgington v Fitzmaurice, Attwood v Small, Derry v Peak, Poussard v Spiers and Pond, Bettinin v Gye, Hong Kong Fir Shipping Company v Kawasaki Kisen Kaisa)

AO2

- Application of the rules distinguishing a representation from a term to determine that the statement by FLC to Jenna about the improvements to the changing rooms is probably an actionable misrepresentation and possibly a term under the Consumer Rights Act s50, opening up access both to remedies for misrepresentation, and to statutory and common law remedies for breach of contract.
- Application of the rules on the kinds of misrepresentation to determine that there is likely to have been a fraudulent misrepresentation, with consequent remedies of damages and rescission.
- Application of the rules on terms in a contract for services under the Consumer Rights Act 2015 to determine that the statement as to the hours for ‘off-peak’ membership constitute a term of the contract (whether as specifically incorporated or as incorporated by s50), so that an attempt to impose new hours amounts to a breach of contract.
- Application of the provisions of the Consumer Rights Act 2015 to determine that, both in respect of breach of a possible term as to improvements to the changing rooms, and as to breach of a term in relation to the off-peak hours, there will be a right to a remedy of price reduction as regulated by s56.
- Application of the rules relating to remedies for breach of contract at common law: in relation to any possible term as to improvements to the changing rooms. This may be a warranty or an innominate term treated as a warranty, and so giving rise to a right in Jenna to damages. In relation to the term as to off-peak hours, this is likely to be a condition entitling Jenna to rescind the contract and to sue for damages.

AO3

- Analysis and evaluation of the circumstances in which, at common law and under the 2015 Act, statements remain representations or become terms of the contract, and of the requirements in misrepresentation for the statement to be one of material fact, in the context of intentions, and to induce reliance
- Analysis and evaluation of the kinds of misrepresentation, with particular focus on fraudulent misrepresentation, and of the associated statutory and common law remedies of damages and rescission.
- Analysis and evaluation of the provisions in the Consumer Rights Act 2015 ss48, 50, 53–54, 56 as to terms in a contract for services, and (non-exclusive) remedies for breach.
- Analysis and evaluation of remedies for breach of contract at common law (damages, rescission), including the distinctions between conditions, warranties and innominate terms.
- Further development of explanation of statutory and case authority introduced earlier

11 Consider the rights and remedies of Lewis against Molly, and of Molly against Niceview.

Assess the extent to which the rules that you have applied in the case of Molly and Niceview achieve an appropriate balancing of interests between the parties.

[30 marks]

Marks for this question: AO1 = 10, AO2 = 10 and AO3 = 10

Levels of response mark scheme 30 marks – AO1 (10), AO2 (10) and AO3 (10).	
Mark range	Description
25-30 Band 5	<p>Knowledge is excellent and demonstrates an excellent understanding of the Nature of Law and legal rules and principles. Excellent selection and use of relevant legal authority.</p> <p>There is excellent analysis of legal rules and principles leading to excellent application of the correct rules and principles to the scenario. An excellent legal argument is presented using appropriate terminology</p> <p>There is excellent analysis and evaluation of legal concepts and issues.</p> <p>Excellent drawing together of knowledge and understanding from substantive and non-substantive law from across the course of study.</p> <p>A logical, sustained and well-developed line of reasoning is maintained leading to a valid, relevant and substantiated conclusion.</p>
19-24 Band 4	<p>Knowledge is good and demonstrates a good understanding of the Nature of Law and legal rules and principles. Good selection and use of relevant legal authority.</p> <p>There is good analysis of legal rules and principles leading to good application of the correct rules and principles to the scenario. A good legal argument is presented using appropriate terminology</p> <p>There is good analysis and evaluation of legal concepts and issues.</p> <p>Good drawing together of knowledge and understanding from substantive and non-substantive law from across the course of study.</p> <p>A sustained and, but not yet fully, developed line of reasoning is established leading to a partially justified conclusion.</p>
13-18 Band 3	<p>Knowledge is satisfactory and demonstrates a satisfactory understanding of the English legal system and legal rules and principles. Satisfactory selection and use of relevant legal authority.</p> <p>There is satisfactory analysis of legal rules and principles leading to satisfactory application of the correct rules and principles to the scenario. A satisfactory legal argument is presented using some appropriate terminology</p> <p>There is satisfactory analysis and evaluation of legal concepts and issues. Some drawing together of knowledge and understanding from substantive and non-</p>

	<p>substantive law from across the course of study.</p> <p>A chain of reasoning starts to develop which leads to a partially justified conclusion.</p>
7-12 Band 2	<p>Knowledge is limited and demonstrates a limited understanding of the Nature of Law and legal rules and principles. Limited selection and use of relevant legal authority.</p> <p>There is limited analysis of legal rules and principles leading to limited application of the correct rules and principles to the scenario. A limited legal argument is presented using little appropriate terminology</p> <p>There is limited analysis and evaluation of legal concepts and issues.</p> <p>Limited drawing together of knowledge and understanding from substantive and non-substantive law from across the course of study Some reasoning is attempted which leads to a limited conclusion.</p>
1-6 Band 1	<p>Knowledge is minimal and demonstrates a minimal understanding of the Nature of Law and legal rules and principles. Minimal selection and use of relevant legal authority.</p> <p>There is minimal analysis of legal rules and principles leading to minimal application of the correct rules and principles to the scenario. A fragmented legal argument is attempted.</p> <p>There is minimal analysis and evaluation of legal concepts and issues.</p> <p>Minimal drawing together of knowledge and understanding from substantive and non-substantive law from across the course of study No chain of reasoning is attempted.</p>
0	Nothing worthy of credit

Distribution of marks for substantive and non-substantive law:

Substantive	Non-substantive	Total Marks
23	7	30

Indicative Content:

AO1

- Identification and outline explanation of elements of formation of a contract, with particular reference to agreement.
- Brief explanation of supporting case authority (for example, Carlill v Carbolic Smoke Ball Co, Partridge v Crittenden, Hyde v Wrench, Stevenson v McLean, Ramsgate Victoria Hotel Co v Montefiore)
- Identification and outline explanation of statutory provisions imposing obligations on traders to consumers in contracts for the supply of goods by a trader to a consumer
- Identification and outline explanation of statutory remedies in trader/consumer contracts for the supply of goods
- Reference to the Consumer Rights Act 2015

AO2

- Application to Lewis and Molly to suggest that Molly made an offer to Lewis to sell the refrigerator for £90, to which the response by Lewis was probably a counter offer, and so a rejection of Molly's offer. In that case, Lewis could not subsequently accept Molly's offer.

- Application to Lewis and Molly to suggest an alternative interpretation of the response by Lewis as request for further information, indicating that Lewis could subsequently accept the original offer unless it had terminated by lapse of time. If a contract was formed, it was broken by Molly, entitling Lewis to damages representing the difference in price between that and a similar second-hand refrigerator.
- Application of the Consumer Rights Act 2015 to determine that the contract for the sale of the television was a consumer contract for the supply of goods by a trader (Niceview) to a consumer (Molly).
- Application to suggest that the scratch was likely to be a breach of s9 (satisfactory quality) and that the sound defect was likely to be a breach both of s9 and of s10 (fitness for purpose).
- Application to identify the range of remedies to which Molly would then have access (as indicated below).

AO3

- Analysis and evaluation of the rules on offer (including termination of offer) and acceptance: termination of offer by counter offer contrasted with a mere request for further information; termination by lapse of time. Further development, as appropriate, of explanation of case authority identified above
- Analysis and evaluation of the meaning of ‘trader’, ‘consumer’ and contract for the ‘supply of goods’ under the Consumer Rights Act 2015, and of the requirements of the Consumer Rights Act 2015 s9 (satisfactory quality) and of s10 (fitness for purpose), and so of what will amount to a failure to comply.
- Analysis and evaluation of the remedies available for a breach of the Consumer Rights Act 2015 s9 and/or s10 within ss19-20 and ss22-24: short-term right to reject; right to a repair or a replacement; right to a price reduction or a final right to reject.
- Analysis of the concept of balancing interests, and of the interests to be protected (here, related to two parties to a potential contract who are involved in a negotiation in which neither has any special status), and of what might represent an appropriate balance.
- Evaluation of the balance struck by reference to the analysis and evaluation of the rules on offer and acceptance, as identified above.

Credit any other relevant point(s).

Assessment Objectives Grid

	AO1	AO2	AO3	Total
1	1			1
2	1			1
3	1			1
4	1			1
5	1			1
6	5			5
7	2	3		5
8	3	4	3	10
9	5		10	15
10	10	10	10	30
11	10	10	10	30
Paper Total	40	27	33	100

Distribution of marks for substantive and non-substantive law

Question	Substantive	Non-substantive	Total Marks
1	1		1
2	1		1
3		1	1
4		1	1
5		1	1
6		5	5
7	5		5
8	10		10
9	5	10	15
10	30		30
11	23	7	30
Tot	75	25	100
Tot %	75	25	100