

**CASE STUDY MATERIALS**

January 2014  
Level 3  
THE PRACTICE OF EMPLOYMENT LAW  
Subject Code L3-13



CHARTERED INSTITUTE  
OF LEGAL EXECUTIVES

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**THE CHARTERED INSTITUTE OF LEGAL EXECUTIVES**  
**UNIT 13 - THE PRACTICE OF EMPLOYMENT LAW\***  
**CASE STUDY MATERIALS**

**Information for Candidates on Using the Case Study Materials**

- This document contains the case study materials for your examination.
- In the examination, you will be presented with a set of questions which will relate to the case study materials. You will be required to answer all the questions on the examination paper.
- You should familiarise yourself with the case study materials prior to the examination, taking time to consider the themes raised in the materials.
- You should take the opportunity to discuss the materials with your tutor/s either face to face or electronically.
- It is recommended that you consider the way in which your knowledge and understanding relates to the case study materials.

**Instructions to Candidates Before the Examination**

- You will be provided with a clean copy of the case study materials in the examination.
- You are **NOT** permitted to take your own copy of the case study materials or any other materials including notes or text books into the examination.
- In the examination, candidates must comply with the CILEX Examination Regulations.

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\* This unit is a component of the following CILEX qualifications: **LEVEL 3 CERTIFICATE IN LAW AND**

**ADVANCE INSTRUCTIONS TO CANDIDATES**

You are a trainee lawyer at Kempstons, The Manor House, Bedford, MK42 7AB. The firm is a busy high street practice with a successful employment department. Your supervisor is David Ross, a partner in the firm.

David Ross has also sent you a memorandum concerning new clients 'The Boris Boys'. You are asked to familiarise yourself with all documentation provided in advance of your meeting with the client.

**Document 1**            Memo from David Ross regarding 'The Boris Boys'

**Document 2**            Email from Trevor Williams

**Document 3**            Contract of Employment

**Document 4**            Memo regarding weekly advice clinic

DOCUMENT 1

MEMORANDUM

**To:** Trainee lawyer  
**From:** D Ross  
**Date:** [Today]  
**Re:** **New client 'The Boris Boys'**

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We have a new commercial client, 'The Boris Boys' who specialise in bike hire at a cycling resort in Kempston. The cycling resort is situated on the lakeside where several cycle tracks run around the area. 'The Boris Boys' is owned by three brothers, Trevor, Chris and Baz Williams. They have several employees most of whom are part-time, working at weekends when the business is busiest.

I have had a quick conversation with Trevor Williams. He is concerned that they do not have the proper paperwork in place for their employees as they have expanded the business so quickly. Last week, their employee Santana walked out and Trevor fears that she may try and sue them. Trevor said that she is a law student and kept moaning about their rate of pay and working hours so he expects trouble.

This is a good opportunity for us to help a growing business but we need to be mindful of costs and try and do this in stages so it is affordable and we do not scare them off with high fees. I have suggested we conduct an employment health check and Trevor is arranging to send us the documentation they have at the moment.

'The Boris Boys' also wish to recruit some new staff and Trevor would like some guidance regarding conducting the interview process as previously they have just given jobs to friends but now need to recruit a fully qualified cycle guide to run the children's cycle rides.

See what you think and we can have a chat before we meet them.

Regards

David

DOCUMENT 2

EMAIL FROM TREVOR WILLIAMS

Dear David

I am emailing, as requested, with an example of one of our employment contracts (**Document 3**). I bought an online forms package and did the best I could but I am not sure whether I have included everything I should have. There was a lot of material which wasn't relevant like foreign travel and sick pay. I realise we will probably need something better for the new cycle guide and would be grateful if you would see if our current contract is suitable.

We have now heard from Santana who walked out last week after a row with Chris. Santana only joined us in June but has been a good worker. She is 28 and a mature student studying law at the local university who only worked for us during holidays and at weekends. Santana has been complaining about her pay. She claims that £5.50 per hour is insufficient. Chris said if she didn't like it she could leave which she did immediately. We have now received a phone call from her saying she is claiming something called constructive unfair dismissal. I don't know what this is but she sounds serious and I would rather settle the claim than fight it as Chris is unlikely to be a good witness. Please help.

Thanks

Trevor

**CONTRACT OF EMPLOYMENT**

This contract dated 13 December 2009 is between Mark Jacobs 'the Employee' and 'The Boris Boys' 'the Employer'.

1. The Employee is employed as a shop assistant and shall be based at The Boris Boys Cycle Resort in Kempston for the duration of his employment.
2. The rate of pay will be £15,000 per annum, paid monthly in arrears on the last Tuesday of each month.
3. Both parties must provide no less than two weeks notice of termination of this contract.
4. The Employee may join the company pension scheme if he so wishes. Full details can be obtained from the staff handbook.

Signed *M Jacobs*  
The Employee

Signed *B Williams for and on behalf of The Boris Boys*  
The Employer

**Turn over**

## MEMORANDUM

**To:** Trainee lawyer  
**From:** A Jones, Secretary to David Ross  
**Date:** [Today]  
**Re:** **Advice Clinic**

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The firm runs a successful advice clinic each week at which new clients get some initial legal advice for free in the hope that the firm will be instructed for future work. I understand from David that you are running this week's advice clinic.

We have only had three enquiries so far but they are usually booked in at the last minute, so you may be busy! David suggested you may need some preliminary details to help you consider what issues may arise when you see them.

The clients so far for this week's advice clinic are as follows:

**1. Harvey Choo - 4.30pm**

Harvey Choo was employed for eight years as a scaffolder until he was made redundant this week. He wants to know how much his employer should pay him as he has yet to receive any money from them.

**2. Tim Summers – 5.00pm**

Tim has been employed at a local factory for five years. He is the main carer for his elderly father. Tim has to get his father washed, dressed and fed every morning before Tim leaves for work. Tim's father's health has deteriorated and Tim is struggling to get into work at 7.00am to start his shift.

**3. Freya Ascott – 5.30pm**

Freya was employed as a regional manager for a dairy firm in Shropshire. She was responsible for overseeing the operation of six milk processing plants across Shropshire, Herefordshire and Cheshire. Freya was paid £60,000 per annum and had the benefit of a company car, mobile phone and private health insurance for her and her family. Last week Freya was dismissed without warning. She was told that she had failed to meet her monthly performance target for the last two months and that she was dismissed with immediate effect. When Freya took the job 18 months ago, she moved her family from Cornwall so is quite upset that she may have to move again if she can find another job. She is also worried about a clause in her contract which prevents her from working for a rival firm for two years. I told her to bring her contract with her when she comes in to the clinic. She believes the contract contains a three month notice period.

I will let you know when anyone else books in.

A Jones

**End of Case Study Materials**



