

## A Level Law

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

#### Sample Question Paper

## Date – Morning/Afternoon

Time allowed: 2 hours

#### You must have:

- the OCR 12-page Answer Booklet (OCR12 sent with general stationery)



#### INSTRUCTIONS

- Use black ink.
- Answer **four** questions in total:  
Section A: answer **one** question using examples from your full course of study.  
Section B: choose Part 1 **or** Part 2 and answer the **three** questions below.
- Write your answers in the Answer Booklet. The question number(s) must be clearly shown.

#### INFORMATION

- The total mark for this paper is **80**.
- The marks for each question are shown in brackets [ ].
- Quality of extended response will be assessed in those questions marked with an asterisk (\*).
- This document consists of **4** pages.

**SECTION A**

**The nature of law**

Answer **one** question using examples from your full course of study.

**1\*** 'The law should enforce morality'.

Discuss the extent to which you agree with this statement.

**[20]**

**2\*** 'The aim of the law should be to achieve justice.'

Discuss the extent to which the English legal system achieves justice.

**[20]**

**SECTION B****Law of contract**Choose **Part 1** or **Part 2**.**Part 1**Answer the **three** questions below.The first two questions are based on the scenarios below. The scenarios are **not** related.

Danny owns a café, employing two waiters, Bill and Lucy. Bill becomes unwell. To avoid having to employ any extra staff Danny promises Lucy a bonus if she will do all the work by herself until Bill returns. Lucy works extra hard while Bill is unwell but Danny does not pay her any extra money. One of the waiters normally fetches fresh flowers every day from Sara, a local florist, for the tables in the café. Sara tells Danny that she will bring the flowers to the cafe while Bill is unwell. When Bill returns to work Danny says he will pay Sara some money for making these deliveries. When Sara asks for this payment Danny refuses.

Sanjit wants to buy a new car for driving his children to school. He goes to a car showroom and Geoff, a salesman, shows him a model which includes built in satellite navigation. Sanjit places an order for the car at a special promotion price. When it arrives it does not have the satellite navigation system. Sanjit questions this at the car dealership and is told that this item is only found on more expensive models. When Sanjit takes out insurance for the car he does not tell the insurance company that he had an accident the previous year. This information was not requested by the insurance company and Sanjit did not realise that he should have told them. The insurance company would have charged a lot more if they had known about the accident.

- 3 Advise whether Lucy or Sara have given good consideration for Danny's promises. [20]
- 4 Advise whether Sanjit has the right to return the car **and** what the rights of the insurance company are with respect to Sanjit not mentioning his previous conviction. [20]

**Essay question on the law of contract**

- 5\* Discuss the extent to which the rules on intention to create legal relations are in need of reform. [20]

**Part 2**

Answer the **three** questions below.

The first two questions are based on the scenarios below. The scenarios are **not** related.

Dylan sends an email to Ella on Monday offering to sell her a painting. He says he will leave the offer open until 5.00 pm on Tuesday. Later on Monday Dylan receives a better offer for the painting from an Ella's friend Mike and sells it to him. On Monday evening Ella sees a picture of Mike with his new painting on Mike's social media feed. Ella emails Dylan at 9.00 pm to accept his offer. The following week, Dylan phones Wendy on the Monday offering to sell her a sculpture and she agrees to buy it. The next day Dylan receives a higher offer and phones Wendy to say he can no longer sell it to her.

Abacus is a company which supplies IT equipment. It has a contract to supply Beaches, a company which is located on an island. The easiest way to get to the island is by aeroplane, however a hurricane has damaged the airport and no planes can land for a month. It would cost three times as much to take the equipment to the island by boat and Abacus would lose money on the contract. Abacus also has a contract with Sportius to supply and fit timing equipment for a major sports event. Sportius has paid half the contract price in advance, the rest is due when the equipment has been fitted. Half way through the process of installing the equipment there is a fire which destroys the venue. This results in the event being cancelled. Neither Abacus nor Sportius are responsible for causing the fire.

- 6 Advise whether there has been an offer and acceptance between Dylan and Ella **and** Dylan and Wendy. **[20]**
- 7 Advise whether Abacus' contracts with Beaches and with Sportius can be treated as frustrated and the financial consequences which would arise if they are. **[20]**

**Essay question on the law of contract**

- 8\* Discuss the extent to which the rules on intention to create legal relations are in need of reform. **[20]**

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**...day June 20XX – Morning/Afternoon**

**A Level Law**

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

**SAMPLE MARK SCHEME**

**Duration: 2 hours**

**MAXIMUM MARK 80**

**This document consists of 24 pages**

## SUBJECT–SPECIFIC MARKING INSTRUCTIONS

### Introduction

Your first task as an Examiner is to become thoroughly familiar with the material on which the examination depends. You should ensure that you have copies of these materials:

- the specification, especially the assessment objectives
- the question paper and its rubrics
- the mark scheme.

You should ensure also that you are familiar with the administrative procedures related to the marking process. These are set out in the OCR booklet **Instructions for Examiners**. If you are examining for the first time, please read carefully **Appendix 5 Introduction to Script Marking: Notes for New Examiners**. Please ask for help or guidance whenever you need it. Your first point of contact is your Team Leader.

### Information and instructions for examiners

The co-ordination scripts provide you with *examples* of the standard of each band. The marks awarded for these scripts will have been agreed by the Team Leaders and will be discussed fully at the Examiners' Co-ordination Meeting.

The specific task-related indicative content for each question will help you to understand how the band descriptors may be applied. However, this indicative content **does not** constitute the mark scheme: it is material that candidates **might** use, grouped according to each assessment objective tested by the question. It is hoped that candidates will respond to questions in a variety of ways. Rigid demands for 'what must be a good answer' would lead to a distorted assessment. Candidates' answers must be relevant to the question. Beware of prepared answers that do not show the candidate's thought and which have not been adapted to the thrust of the question. Beware also of answers where candidates attempt to reproduce interpretations and concepts that they have been taught but have only partially understood.

### Using the Mark Scheme

Please study this Mark Scheme carefully. The Mark Scheme is an integral part of the process that begins with the setting of the question paper and ends with the awarding of grades. Question papers and Mark Schemes are developed in association with each other so that issues of differentiation and positive achievement can be addressed from the very start.

This Mark Scheme is a working document; it is not exhaustive; it does not provide 'correct' answers. The Mark Scheme can only provide 'best guesses' about how the question will work out, and it is subject to revision after we have looked at a wide range of scripts.

The Examiners' Standardisation Meeting will ensure that the Mark Scheme covers the range of candidates' responses to the questions, and that all Examiners understand and apply the Mark Scheme in the same way. The Mark Scheme will be discussed and amended at the meeting, and administrative procedures will be confirmed. Co-ordination scripts will be issued at the meeting to exemplify aspects of candidates' responses and achievements; the co-ordination scripts then become part of this Mark Scheme.

Before the Standardisation Meeting, you should read and mark in pencil a number of scripts, in order to gain an impression of the range of responses and achievement that may be expected.

Please read carefully all the scripts in your allocation and make every effort to look positively for achievement throughout the ability range. Always be prepared to use the full range of marks.

### Assessment Objectives

**Three** Assessment Objectives are being assessed across the questions: **AO1**: Demonstrate knowledge and understanding of the English legal system and legal rules and principles, **AO2**: Apply legal rules and principles to given scenarios in order to present a legal argument using appropriate legal terminology, **AO3**: Analyse and evaluate legal rules, principles, concepts and issues.

For **AO2**, there are two elements to the assessment objective:

- Apply legal rules and principles to given scenarios
- Present a legal argument using appropriate legal terminology

These two elements should have equal weighting and be awarded jointly according to the guidance given in the level descriptors and indicative content. For example, to achieve level 4, an answer should include excellent application of legal rules and principles and excellent presentation of legal argument. Further guidance will be given in the standardisation meeting when there is an uneven performance across the elements.

### Levels of Response

Questions in this paper are marked using a levels of response grid. When using this grid, examiners must use a **best-fit** approach. Where there are both strengths and weaknesses in a particular response, particularly imbalanced responses in terms of the assessment objectives, examiners must carefully consider which level is the best fit for the performance. Note that candidates can achieve different levels in each assessment objective, for example a Level 3 for AO1, and a Level 2 for AO2.

To use these grids:

**Determine the level:** start at the highest level and work down until you reach the level that matches the answer.

**Determine the mark within the level:** consider the following:

When there are 2 marks per level

Descriptor	Award mark
On the borderline of this level and the one below	At bottom of level
Consistently meets the criteria for this level	At top of level

When there are 3 marks per level

Descriptor	Award mark
On the borderline of this level and the one below	At bottom of level
Meets the criteria but with some slight inconsistency	Middle of level
Consistently meets the criteria for this level	At top of level

**ASSESSMENT OBJECTIVES: BREAKDOWN BY QUESTION****Section A**Questions **1\***, **2\***

Assessment Objectives:	AO1: Demonstrate knowledge and understanding of the English legal system and legal rules and principles. <b>8 marks.</b> AO3 1b: Analyse and evaluate legal concepts and issues. <b>12 marks.</b>
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**Section B**Questions **3**, **4**, **6** and **7**

Assessment Objectives:	AO1: Demonstrate knowledge and understanding of the English legal system and legal rules and principles. <b>8 marks.</b> AO2 1a/1b: Apply legal rules and principles to given scenarios in order to present a legal argument using appropriate legal terminology. <b>12 marks.</b>
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Questions **5\*** and **8\***

Assessment Objectives:	AO1: Demonstrate knowledge and understanding of the English legal system and legal rules and principles. <b>8 marks.</b> AO3 1a: Analyse and evaluate legal rules and principles. <b>12 marks.</b>
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Questions that have an asterisk (\*) assess the quality of a candidate's extended response. Levels descriptors are identified in the AO3 column in italics.



Mark scheme continued on page 6.

## Section A

1\* 'The law should enforce morality'. Discuss the extent to which you agree with this statement.

<b>Assessment Objectives</b>	<b>AO1:</b> Demonstrate knowledge and understanding of the English legal system and legal rules and principles. <b>8 marks.</b> <b>AO3 1b:</b> Analyse and evaluate legal concepts and issues. <b>12 marks.</b>
<b>Additional guidance</b>	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:

**The distinction between law and morals**

- Definition of legal rules e.g. John Salmon, John Austin, H. Hart or Karl Llewellyn and definitions of morals e.g. Durkheim or Philip Harris.

**The legal enforcement of moral values**

- Examples of laws that enforce morals (human rights, common law examples, statutory examples)

**The diversity of moral views in a pluralist society**

- Examples of controversial laws made by parliament and judges.
- How morality changes over time e.g. marital rape was not a crime until 1991.
- Pluralist societies contain a wide range of moral standards and values making it very difficult or impossible for the law to please everyone. Describe the main points of the Hart/Devlin debate using examples of laws supporting Devlin and laws which support Hart.
- Describe the Fuller/Hart debate.

**The relationship between law and morals and its importance**

- Theories of law and morals e.g. Natural law theorists (Aristotle, Aquinas, Fuller) and Positivist (Bentham), the overlap between law and morals, the divergence of laws and morals.

**Examples from the whole course of study.**

Credit any other relevant point(s).

**AO3 Indicative content**Answers **may**:

- Discuss the difficulty of defining moral values in a pluralist society and how the law struggles to please everyone.
- 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 how morality usually moves at a much faster pace and the law struggles to keep up with the views of society.
- Discuss the role of judges making moral decisions from a narrow social background. Consider criticisms of the judiciary being 'out of touch'.
- Discuss the strength 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 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 morals using the law and conclude whether the law should try to do this and how well it achieves it.

Credit any other relevant point(s).

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

2\* 'The aim of the law should be to achieve justice.' Discuss the extent to which the English legal system achieves justice.

<b>Assessment Objectives</b>	<p><b>AO1:</b> Demonstrate knowledge and understanding of the English legal system and legal rules and principles. <b>8 marks.</b></p> <p><b>AO3 1b:</b> Analyse and evaluate legal concepts and issues. <b>12 marks.</b></p>
<b>Additional guidance</b>	<p>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.</p>

### AO1 Indicative content

Answers may:

- Include definitions of justice (e.g. Chaim Perelman) and different types of justice: formal justice, substantive justice, distributive justice and corrective justice. Use examples from your full course of study
- Include theories of law and justice e.g. Natural Law theorists (Aristotle, Aquinas, Fuller) and Positivists (Bentham, Hart and Austin), John Rawls, Marxism, Nozick, Rule of Law etc. Credit any other relevant theories
- Explain examples of formal justice – legal institutions such as police, courts, judiciary, juries, and appeals
- Explain examples of substantive justice – legal rules e.g. fault and defences in criminal law, fault in tort law, and fairness in contract law
- Explain examples of distributive justice - the fair allocation of resources e.g. wealth, power, rights, resources further e.g. anti-discrimination laws, minimum wage and redistribution of wealth through taxation and the welfare state
- Explain examples corrective justice – sentencing in criminal law e.g. retribution; remedies in tort and contract

Credit any other relevant point(s).

### AO3 Indicative content

Answers may:

- Discuss how the law tries to create a common definition of justice that is shared by all members of society
- Discuss the varied theories of law and justice and how they aim to achieve justice in a society
- Discuss the different types of justice with examples from the whole course of study:
  - Formal justice – the problems faced by the criminal justice system e.g. examples from the miscarriage of justice cases. The findings of the Runciman Commission and the creation of the Criminal Cases Review Commission. The Stephen Lawrence case and the findings of the McPherson Report. Criticisms could be made of the judiciary. Evaluation of the system of 'trial by your peers'
  - Substantive justice – discussion of any legal rule and whether it achieves justice e.g. does the current law of self-defence create justice?
  - Distributive justice – how the law struggles to create justice for everyone regardless of class, wealth, gender, race and disability.

<p>Discuss how this can lead to inequality e.g. anti-discrimination laws for workers, tax evasion of rich corporations, blue collar crime, racism in the police force following the murder of Stephen Lawrence etc</p> <ul style="list-style-type: none"> <li>○ Corrective justice – discussion of the high re-offending rates. Inequality of bargaining power in civil cases</li> <li>• Reach any sensible conclusion</li> </ul> <p>Credit any other relevant point(s).</p>
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	<b>AO1</b>	<b>Mark</b>	<b>AO3 1b</b>	<b>Mark</b>
<b>Level 4</b>	<ul style="list-style-type: none"> <li>• Excellent knowledge and understanding of the English legal system, rules and principles.</li> <li>• The response is accurate, fully developed and detailed. There will be excellent citation of fully relevant statutes and case law.</li> </ul>	<b>7–8</b>	<ul style="list-style-type: none"> <li>• Excellent analysis and evaluation of a wide range of legal concepts and issues.</li> <li>• The response is wide ranging and has a well sustained focus on the question.</li> <li>• The key points are fully discussed and fully developed to reach a valid conclusion.</li> </ul> <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>	<b>10–12</b>
<b>Level 3</b>	<ul style="list-style-type: none"> <li>• Good knowledge and understanding of the English legal system, rules and principles.</li> <li>• The response is detailed, but not fully developed in places. There will be good citation of mostly relevant statutes and case law.</li> </ul>	<b>5–6</b>	<ul style="list-style-type: none"> <li>• Good analysis and evaluation of a range of legal concepts and issues.</li> <li>• The response has a mainly consistent focus on the question.</li> <li>• Most of the key points are well discussed and well developed to reach a valid conclusion.</li> </ul> <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>	<b>7–9</b>
<b>Level 2</b>	<ul style="list-style-type: none"> <li>• Basic knowledge and understanding of the English legal system, rules and principles.</li> <li>• The response may lack detail in places and is partially developed. There will be some reference to statutes and case law.</li> </ul>	<b>3–4</b>	<ul style="list-style-type: none"> <li>• Basic analysis and evaluation of legal concepts and issues.</li> <li>• The response is partially focused on the question.</li> <li>• Some of the key points are discussed and partially developed to reach a basic conclusion.</li> </ul> <p><i>The information has some relevance and is presented with a basic structure. The information is supported by basic evidence.</i></p>	<b>4–6</b>
<b>Level 1</b>	<ul style="list-style-type: none"> <li>• Limited knowledge and understanding of the English legal system, rules and principles.</li> <li>• The response will have minimal detail. Citation of statutes and case law is limited.</li> </ul>	<b>1–2</b>	<ul style="list-style-type: none"> <li>• Limited analysis of legal concepts and/or issues.</li> <li>• The response has limited focus on the question.</li> <li>• Discussion of any key points is minimal.</li> </ul> <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>	<b>1–3</b>
<b>Level 0</b>	No response or no response worthy of credit.	<b>0</b>	No response or no response worthy of credit.	<b>0</b>

## Section B

3 Advise whether Lucy or Sara have given good consideration for Danny's promises.

<b>Assessment Objectives</b>	<p><b>AO1:</b> Demonstrate knowledge and understanding of the English legal system and legal rules and principles. <b>8 marks.</b></p> <p><b>AO2:</b> Apply legal rules and principles to given scenarios in order to present a legal argument using appropriate legal terminology. <b>12 marks.</b></p>
<b>Additional guidance</b>	<p>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.</p>

**AO1 Indicative content**

Answers **may** include:

Explain that each side must give consideration in order to make a contract binding.

Explain that performing an existing obligation does not amount to consideration, *Stilk v Myrick*.

Explain exceptions to the rule:

- Where an existing obligation has changed because the circumstances have become more difficult, *Hartley v Ponsonby*
- Where a party gains a benefit or avoids a detriment by making a promise to pay more for an existing obligation, *Williams v Roffey*.

Explain that consideration must not be past, *Roscorla v Thomas*

Explain exceptions to the rule:

- Where a reward was in the minds of the parties, *Stewart v Casey*
- Where the act was requested by the other party, *Lampleigh v Braithwaite*
- Where the act would have been good consideration if it was not past, *Pao On v Lau Yiu Long*.

Credit any other relevant point(s).

**AO2 Indicative content**

Answers **may** include:

**Lucy and Danny**

- Identify that Lucy has an existing contractual obligation to work as a waiter and so performing her duties would not normally be seen as good consideration

- Consider whether Lucy is performing an obligation which is significantly different or more difficult when she does Bill's work, conclude that she probably isn't as she is performing a generic task of being a waiter
- Consider whether Danny obtains some benefit or avoids detriment when he offers Lucy extra money to continue working alone, conclude that he probably does as he avoids the need to hire an extra waiter
- Draw any reasonable overall conclusion.

**Lucy and Sara**

- Identify that Sara's consideration is past at the time that Danny offers to pay her for making the deliveries
- Consider whether Sara was acting at Danny's request, conclude that she wasn't as she offered to make the deliveries
- Draw any reasonable overall conclusion.

Credit any other relevant point(s).

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



- 4 Advise whether Sanjit has the right to return the car **and** what the rights of the insurance company are with respect to Sanjit not mentioning his previous conviction.

<b>Assessment Objectives</b>	<b>AO1:</b> Demonstrate knowledge and understanding of the English legal system and legal rules and principles. <b>8 marks.</b> <b>AO2:</b> Apply legal rules and principles to given scenarios in order to present a legal argument using appropriate legal terminology. <b>12 marks.</b>
<b>Additional guidance</b>	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 at common law a false statement can be made by the circumstances in which a contract was negotiated, *Spice Girls v Aprilia*.

Explain that the false statement must have been relied on by the other party, *Avon Insurance v Swire Fraser Ltd*.

Explain that any misrepresentation allows the other party to rescind the contract, *Car and Universal Finance v Caldwell*.

Explain statutory regulation of contract terms:

- Consumer Rights Act 2015
  - s13(2)(a).

Explain statutory regulation of insurance contracts:

- Consumer Insurance (Disclosure and Representations) Act 2012.

Credit any other relevant points such as the Consumer Protection from Unfair Trading Regulations 2008 which make it a criminal offence to mislead the customer with any unfair commercial practices.

Credit any other relevant point(s).

#### AO2 Indicative content

Answers **may** include:

##### Sanjit and the car

- Identify that Sanjit is a consumer and so the contract would be regulated by consumer rights legislation
- Identify that Geoff would have had a duty to point out any differences between the display model and the model that Sanjit was ordering

- Conclude that Sanjit would have the right to reject the car, provided he exercises that right within 30 days
- Identify that at common law Geoff has made a false statement when he represented that the car on display would be similar to the car that Sanjit was ordering
- Conclude that Sanjit would have the right to rescind the contract for misrepresentation unless he has affirmed the contract by using the car with knowledge of the discrepancy.

**Sanjit and the insurance**

- Identify that Sanjit was not aware that the insurance company would have wanted to know about the accident and so his statement was not deliberate
- Identify that the insurance company did not ask about previous accidents and so the statement is unlikely to be seen as careless.

Conclude that the insurance company will not be able to decline to pay out for accident or reduce any payments.

Credit any other relevant point(s).

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

5\* Discuss the extent to which the rules on intention to create legal relations are in need of reform.

<b>Assessment Objectives</b>	<p><b>AO1:</b> Demonstrate knowledge and understanding of the English legal system and legal rules and principles. <b>8 marks.</b></p> <p><b>AO3 1a:</b> Analyse and evaluate legal rules and principles. <b>12 marks.</b></p>
<b>Additional guidance</b>	<p>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.</p>

#### **AO1 Indicative content**

Answers **may** include:

Explain that contracts made between friends or family members have a presumption that there is no intention to create legal relations, *Jones v Padavatton*, *Balfour v Balfour*

Explain that the presumption can be rebutted in certain circumstances:

- Where the parties are not contracting on a domestic basis *Albert v Motor Insurer's Bureau*, *Snelling v Snelling*
- Where the domestic relationship has broken down or it is anticipated that it may break down, *Merritt v Merritt*, *Granatino v Radmacher*
- Where there has been reliance on the contract *Parker v Clarke*, *Simpkins v Pays*

Explain that in commercial cases there is a presumption that the parties intend to be legally bound, *Esso v Commissioners for Customs & Excise*, *Edwards v Skyways*, *Carill v Carbolic Smokeball Co.*

Explain that the commercial presumption can be rebutted if clear words are used to show no legal intent, *Rose and Frank v Crompton* and *Jones v Vernon Pools*

Explain that a pre-contractual statement that does not contain a clear promise will not create legal relations *Kleinwort Benson v Malaysia Mining*.

Reference to theory of contract law, e.g. laissez faire, sanctity of contract.

Credit any other relevant point(s).

#### **AO3 Indicative content**

Answers **may** include:

Discuss whether the presumption arising in domestic cases should be reformed:

- Whether the domestic presumption overlaps with the doctrine of consideration and whether it still serves any purpose
- Whether the basis of the rules against intention in domestic cases is based on an outdated and sexist view of domestic arrangements

- Whether the presumption still gives essential protection for parties who may have no intention to create a contract which is enforceable in law
- Whether the presumption serves an essential policy role in limiting trivial domestic cases which should not take up court time
- Whether the presumption has been undermined by the court's increasing willingness to uphold pre-nuptial agreements.

Discuss whether the presumption arising in commercial cases should be reformed:

- Whether the ability to include words to exclude legal intent is a vital protection for companies who are negotiating potential contracts
- Whether the words could be used by economically dominant companies to avoid potential liability, for example on exclusive dealing agreements
- Whether the reasoning in *Jones v Vernon Pools*, that it protects a pools company from fraudulent claims, is still valid in a more technical age
- Whether the decision in *Kleinwort Benson v Malaysia Mining* creates uncertainty in assessing the effect of a pre-contractual promise.

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

Credit any other relevant point(s).

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

6 Advise whether there has been an offer and acceptance between Dylan and Ella **and** Dylan and Wendy.

<b>Assessment Objectives</b>	<p><b>AO1:</b> Demonstrate knowledge and understanding of the English legal system and legal rules and principles. <b>8 marks.</b></p> <p><b>AO2:</b> Apply legal rules and principles to given scenarios in order to present a legal argument using appropriate legal terminology. <b>12 marks.</b></p>
<b>Additional guidance</b>	<p>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.</p>

### AO1 Indicative content

Answers **may** include:

Explain basic rules of offer and acceptance (mirror image).

Explain the rules for revocation of an offer:

- That revocation must be communicated to be effective, *Byrne v Van Tienhoven*
- That revocation can be made via a third party, *Dickinson v Dodds*
- That consideration must be given for an offer to keep an offer open, *Dickinson v Dodds*, *Routledge v Grant*.

Explain the rules for communicating acceptance:

- Acceptance must be communicated to be effective.

Credit any other relevant point(s).

### AO2 Indicative content

Answers **may** include:

#### Dylan and Ella:

- Identify that Ella has not given any consideration for the offer to keep the offer open until Tuesday
- Identify that his offer will remain open until it has been revoked or accepted
- Discuss whether Ella seeing the picture amounts to revocation of the offer
- Discuss the point at which Ella's email to accept takes effect
- Draw any reasonable conclusion on the facts.

**Dylan and Wendy:**

- Identify that offer and acceptance is communicated and effective during the phone call
- Identify that Dylan's attempt to revoke the offer is ineffective as revocation cannot take place after acceptance
- Conclude that there is a binding contract between Dylan and Wendy which has been breached.

Credit any other relevant point(s).

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

- 7 Advise whether Abacus' contracts with Beaches and with Sportius can be treated as frustrated and the financial consequences which would arise if they are.

<b>Assessment Objectives</b>	<b>AO1:</b> Demonstrate knowledge and understanding of the English legal system and legal rules and principles. <b>8 marks.</b> <b>AO2:</b> Apply legal rules and principles to given scenarios in order to present a legal argument using appropriate legal terminology. <b>12 marks.</b>
<b>Additional guidance</b>	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:

- Impossibility of performance, *Nichol and Knight v Ashton Eldridge*
- Radical change of circumstances, *Krell v Henry*.

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 Noble Thorl*
- Where the change of circumstances is not sufficiently radical, *Herne Bay v Hutton, Davis Contractors v Fareham*.

Explain the provisions of the Law Reform (Frustrated Contracts) Act 1943

- Section 1(2) where money paid in advance of the frustrating event may be reclaimed minus just expenses
- Section 1(3) where a party has to account for any valuable benefit they would have gained because of the frustrating event.

Credit any other relevant point(s).

**AO2 Indicative content**

Answers **may** include:

**Abacus and Beaches:**

- Identify that it is still possible to perform the contract with Beaches as no means of performance had been specified in the contract
- Identify that an increase in cost will not be sufficient to frustrate the contract
- Conclude that the contract will not be frustrated
- Explain that if the contract is not frustrated and Abacus will be in breach of contract if they do not deliver the equipment to Beaches.



**Abacus and Sportius:**

- Identify that the fire is likely to be a frustrating event as performance of the contract has become impossible
- Identify that under statute Sportius is entitled to have the money paid before frustration returned
- Identify that Abacus are entitled to retain just expenses from the money and that how this is calculated is a matter of discretion for the judge
- Draw any reasonable conclusion on the facts.

Credit any other relevant point(s).

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

8\* Discuss the extent to which the rules on intention to create legal relations are in need of reform.

<b>Assessment Objectives</b>	<b>AO1:</b> Demonstrate knowledge and understanding of the English legal system and legal rules and principles. <b>8 marks.</b> <b>AO3 1a:</b> Analyse and evaluate legal rules and principles. <b>12 marks.</b>
<b>Additional guidance</b>	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 contracts made between friends or family members have a presumption that there is no intention to create legal relations, *Jones v Padavatton*, *Balfour v Balfour*

Explain that the presumption can be rebutted in certain circumstances:

- Where the parties are not contracting on a domestic basis *Albert v Motor Insurer's Bureau*, *Snelling v Snelling*
- Where the domestic relationship has broken down or it is anticipated that it may break down, *Merritt v Merritt*, *Granatino v Radmacher*
- Where there has been reliance on the contract *Parker v Clarke*, *Simpkins v Pays*

Explain that in commercial cases there is a presumption that the parties intend to be legally bound, *Esso v Commissioners for Customs & Excise*, *Edwards v Skyways*, *Carlill v Carbolic Smokeball Co.*

Explain that the commercial presumption can be rebutted if clear words are used to show no legal intent, *Rose and Frank v Crompton* and *Jones v Vernon Pools*

Explain that a pre-contractual statement that does not contain a clear promise will not create legal relations *Kleinwort Benson v Malaysia Mining*.

Reference to theory of contract law, e.g. laissez faire, sanctity of contract.

Credit any other relevant point(s).

### AO3 Indicative content

Answers **may** include:

Discuss whether the presumption arising in domestic cases should be reformed:

- Whether the domestic presumption overlaps with the doctrine of consideration and whether it still serves any purpose
- Whether the basis of the rules against intention in domestic cases is based on an outdated and sexist view of domestic arrangements
- Whether the presumption still gives essential protection for parties who may have no intention to create a contract which is enforceable in law
- Whether the presumption serves an essential policy role in limiting trivial domestic cases which should not take up court time
- Whether the presumption has been undermined by the court's increasing willingness to uphold pre-nuptial agreements.

Discuss whether the presumption arising in commercial cases should be reformed:

- Whether the ability to include words to exclude legal intent is a vital protection for companies who are negotiating potential contracts
- Whether the words could be used by economically dominant companies to avoid potential liability, for example on exclusive dealing agreements
- Whether the reasoning in *Jones v Vernon Pools*, that it protects a pools company from fraudulent claims, is still valid in a more technical age
- Whether the decision in *Kleinwort Benson v Malaysia Mining* creates uncertainty in assessing the effect of a pre-contractual promise.

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

Credit any other relevant point(s).

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

## Assessment Objectives Grid

Questions	AO1	AO2 1a/1b**	AO3 1a	AO3 1b	Total
1* or 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
<b>Total</b>	<b>32</b>	<b>24</b>	<b>12</b>	<b>12</b>	<b>80</b>

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