



Chartered Institute of Legal Executives (CILEX)
Paralegal Apprenticeship End-Point Assessment
Contract Law and Civil Litigation
Timed assessments — Sample Advance Materials

Information for the apprentice

- This document contains the advance materials for your **two** timed assessments.
- You should read these advance materials carefully and complete the legal research before you sit the timed assessments.
- In the timed assessments, you will be presented with a set of tasks that relates to these advance materials. You will be required to complete all the tasks in the timed assessments.
- You may discuss these materials with your tutor(s).

Instructions and information to the apprentice during the timed assessments

- You are allowed to take your own annotated copy of this document into the timed assessments. Alternatively, you can access the electronic version of this document in the timed assessment.
- You are allowed to take into the timed assessments, clean or annotated copies of statutory authorities and decided cases that you used during your research.
- You are allowed to take your research notes into the timed assessments, however these notes must be on paper.
- You must comply with the CILEX Regulations for Timed Assessment with Remote Invigilation — Level 3 Paralegal Apprenticeship End-Point Assessment.

Turn over

Background information

You are a paralegal employed by the firm **Hedley, Smith & Cutler of 10 King Street, Milchester, MC1 4AZ**. Your supervising lawyer is Isaac Connell, who is a partner in the firm.

Mr Connell has asked you to conduct research on a client's case in preparation for advice to be given to the client and further work to be undertaken on the client's case. You have been provided with some documents to assist your research and help you focus on the client's case.

In advance of the timed assessments, read through the documents found on the following pages **and** carry out the relevant research your supervising lawyer has requested in the Internal memorandum (**Document 1**).

Document 1

Internal memorandum

To: Paralegal

From: Isaac Connell

Client: Jonah Graham

File reference: IC/37/Graham

I am instructed on behalf of Jonah Graham. Our property department knows him well as he is a surveyor and owns an estate agent business in the town.

I attach my attendance note of my meeting with Jonah (**Document 2**) and an email he sent me (**Document 3**).

There are a number of issues that have been raised. At my next meeting with Jonah, I want to be able to give him clear advice on the key areas so that I can advise him fully on his options but we will also need to reply to his email before that meeting.

In order to assist me in progressing the matter, please undertake some research in preparation for further tasks.

Please carry out some research into the law on the following.

- Formation of a contract; offer, acceptance, consideration and intention to create legal relations.
- Statutory rights for consumers in contracts for the purchase of goods.
- Remedies in contract law; the purpose of damages, remoteness and statutory consumer rights remedies.
- Incorporation of written terms; notice, signature, course of dealing.
- Implied and express terms; distinguishing between a term and a representation and classifying terms as conditions, warranties or innominate terms.
- Limitation periods.
- Procedural matters, including pre-action conduct and protocol, and issuing proceedings.
- Professional conduct matters; conflicts of interests and customer due diligence.

I would usually look at the following as part of my investigations.

- J Spurling Ltd v Bradshaw [1956]
- Parker v South Eastern Railway Company [1877]
- Olley v Marlborough Court Hotel [1949]
- Interfoto Picture Library Ltd v Stiletto Visual Programmes Ltd [1988]
- Poussard v Spiers and Pond [1876] 1 QBD 410
- Bettini v Gye [1876] 1 QBD 183
- Hong Kong Fir Shipping Co Ltd v Kawasaki Kisen Kaisha Ltd [1962] 2 QB 26
- Consumer Rights Act 2015
- Limitation Act 1980
- The Money Laundering and Terrorist Financing (Amendment) Regulations 2019
- Proceeds of Crime Act 2002

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- Civil Procedure Rules
- The SRA Standards and Regulations and CILEx Regulation Code of Conduct 2019
- <https://www.lawsociety.org.uk/topics/anti-money-laundering/aml-leaflets-for-your-client-and-your-firm>

For billing purposes, I will also need you to record the amount of time spent on research.

Your research will be used to complete internal and external documentation.

You will be expected to cite relevant legislation and case law to underpin your work.

Thank you.

Isaac Connell

Document 2

Attendance note

Client:	Jonah Graham
File reference:	IC/37/Graham
Date:	{last Friday}
Attended by:	Isaac Connell
Time spent:	15 units / 1.5 hours

Background information

Isaac Connell attending meeting with potential new client, Jonah Graham.

Jonah recently moved into a new property and ordered a large rug from Keen's Floors Ltd who are specialist retailers of rugs and carpets. The rug was for the lounge and was to be 'bespoke', that is, it was to be hand-made to order because it was such a large size. Jonah also wanted the rug to be particular colours to match the rest of the décor.

Jonah tells me that he visited the rug and carpet showroom at Keen's and was seen by the senior sales consultant, Francesca Myers. Jonah was shown a sample of another bespoke rug which had been ordered to requirements by another customer and was awaiting collection. Jonah inspected the rug and was satisfied with the quality of the one he saw. He particularly admired the finish of the rug and was told by Francesca that most of their hand-made rugs were made of silk. When he enquired about colours, Francesca reassured him that they offered a colour matching service to ensure the perfect match to existing fabrics and colour schemes.

Jonah explained his requirements regarding size and colour to Francesca in detail and even gave her a photograph of the lounge where the rug was to be situated. Jonah gave Francesca the specific measurements of the rug he required, and specified that he wanted a certain blend of colours matching a paint colour chart. He left the paint colour chart with Francesca, upon which he had marked the colours he wanted the rug to be made so that it matched the walls of his lounge.

Francesca quoted a cost of £18,500 for the rug and confirmed it would be made to the size and colour specifications required. Jonah agreed and was given an invoice on which it was stated "supply one hand-made rug to order in colours as discussed with customer". The invoice did not confirm the material as silk, nor did it show the total price, and when Jonah asked about this Francesca said she was planning to ask her manager to confirm the rug would be silk and to ask if he could apply a 5% discount as Jonah is a new customer. Jonah advises that he was pleased about this, and asked Francesca to send a copy of the final invoice to him by email.

Jonah was told that the rug would be available for delivery within six weeks and that payment would be taken from his card automatically on delivery. The rug was delivered to Jonah's property 10 days ago, and payment of the full balance, without the discount discussed, had been taken. In addition to the issue with the final price charged, Jonah is very unhappy with the colours used in the rug, as it does not match the décor, and he feels the rug is poorer quality than the sample he was

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shown, likely to be a cheaper fabric of mixed synthetic fibres and wool rather than the more expensive silk. He confirmed that the rug is the correct size.

Immediately after taking delivery of the rug, Jonah rang Keen's but was not able to speak to Francesca. He spoke to one of the junior assistants and explained that the rug was not as expected and that he had been overcharged. Jonah asked for the rug to be collected from his house and a refund issued. The assistant told Jonah that, in accordance with company policy, no refund or replacement could be offered on hand-made to order products under any circumstances.

Jonah was called away on business the day after delivery of the rug and has left several messages for the manager at Keen's, but is yet to receive a call back.

At the conclusion of the meeting, I reassured Jonah that I would investigate matters and advise him as to the available options.

Document 3

Email

To: Isaac Connell
From: Jonah Graham
Date: {today}
File reference: IC/37/Graham

Dear Isaac

Thanks for your time last Friday. I have found the paper copy of the invoice handed to me by Francesca. It doesn't state the price. I was expecting her to follow up by email with an updated invoice reflecting the discount, but I didn't hear from her.

I have also just noticed that on the back of the paper copy of the invoice are some terms and conditions, printed in tiny font that is really difficult to make out. It does state that there are no refunds or replacements on made-to-order items, but the salesperson made no mention of this during our discussion.

To make matters worse, I had left the rug in the lounge as this is the only room big enough to accommodate it, hoping that Keen's would have collected it while I was away on business. Unfortunately, they did not collect it and my daughter spilt her blackcurrant juice on the rug. Our housekeeper tried to clean the stain but the product she used is unsuitable for synthetic fibres and the rug is now completely ruined beyond repair. As I mentioned to you, I had ordered a silk rug and, had the rug actually been made of silk, the cleaning solution would not have caused such damage.

As discussed when we met, I am seeking a full refund of the entire cost of the rug which was £18,500. I have also taken some time off work to deal with this, at least two days so far, so I am looking to recover my lost pay from Keen's which is around £500-£600 per day.

Best wishes.

Jonah

End of the advance materials

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