



CILEX Level 6 Single Subject Certificate/CILEX Level 6 Professional Higher Diploma in Law and Practice/CILEX Level 6 Graduate Fast-Track Diploma

Unit 15 – Civil Litigation

Case study materials

January 2026

Information for candidates

- You should familiarise yourself with these case study materials before the examination, taking time to consider the themes raised in the materials.
- You should consider the way in which your knowledge and understanding relate to these materials.
- In the examination, you will be presented with a set of questions which will relate to these materials.
- You may discuss these materials with your tutor(s).

Instructions and information to candidates during the examination

- You are allowed to take your own clean/unannotated copy of this document into the examination. Alternatively, you can access the electronic version of this document in the examination.
- You are **not** allowed access to any statute books in the examination.
- You must comply with the CILEX Exam Regulations – Online Exams at Accredited Centres/CILEX Exam Regulations – Online Exams with Remote Invigilation.

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CASE STUDY MATERIALS**GUIDANCE FOR CANDIDATES STUDYING FOR THE LEVEL 6 UNIT 15 CIVIL LITIGATION EXAMINATIONS**

Candidates studying for Level 6 Unit 15 Civil Litigation are advised that when revising for this unit, they should have knowledge and understanding of the Civil Procedure Rules and of the rules of professional conduct for lawyers issued by the regulatory bodies for CILEX and by the SRA. Candidates are advised that they should be fully familiar with the relevant current unit specification and may be tested on any aspect of it.

Where Civil Procedure Rules are given in the specification, candidates are expected to be broadly familiar with the content of those rules and associated Practice Directions, and their practical application, over and above familiarity with the relevant current specification, including the rules of professional conduct.

Listed below are the Statutes, Standards and Regulations, and Civil Procedure Rules that candidates may find particularly relevant to this examination.

Senior Courts Act 1981
County Courts Act 1984
SRA Standards and Regulations
Civil Procedure Rules and Practice Directions
Practice Direction - Pre-Action Conduct and Protocols

Part 1
Part 7
Part 8
Part 21
Part 22
Part 23
Part 26
Part 28
Part 32 and PD
Part 35
Part 36
Part 44
Part 45 and PD
PD51ZB
Part 70
Part 71
Part 72
Part 73
Part 84

ADVANCE INSTRUCTIONS TO CANDIDATES

You are a trainee lawyer in the firm of Kempstons LLP ('Kempstons') of The Manor House, Bedford, MK42 7AB. You work in the civil litigation team and your supervising partner is Shirley Pereira. Your local County Court hearing centre is Bedford. Kempstons is prepared to offer Conditional Fee Agreements in appropriate circumstances. Kempstons is registered with MyHMCTS.

Among the cases being dealt with by the civil litigation team are the following.

Case One – Emma Richardson

Emma is a five-year-old girl who recently sustained significant personal injury as a result of an incident at a wedding venue: a country house with extensive landscaped grounds. Emma was a flower girl at her aunt's wedding and while the photography session following the ceremony was in progress she became bored and wandered away. The photographs were taking place on a lawn and at one edge of the lawn was a drop of approximately three metres. There were no fences or warnings and Emma, who was playing with some other young guests at the wedding at the time, failed to notice the drop and fell heavily.

Kempstons has been consulted by Emma's father, Angus Richardson, who has taken advantage of the free initial consultation offered by Kempstons in personal injury cases. Shirley Pereira has made a note of what was discussed (**Document 1**). Shirley Pereira has also checked that Mr Richardson is not a member of a trade union or any other group which might provide legal expenses cover and there is no other insurance policy which might cover a claim on behalf of Emma.

Shirley Pereira has also asked you to do some research to establish the likely quantum of any claim that may be made on behalf of Emma Richardson.

Case Two – Marston Enterprises Limited (MEL)

This client company is a manufacturer and distributor of war gaming figures. The production director, Joginder Singh, has consulted Kempstons in relation to a dispute with a supplier, Walford Plastics plc (WP). Details of this are set out in **Document 2**.

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DOCUMENT 1

CASE ONE – EMMA RICHARDSON

This preliminary interview was with Angus Richardson of 37 Banbury Ave Bedford MK41 3QP.

Mr Richardson was seeking advice in relation to an incident in which his daughter Emma, aged five, (DOB 2 February 2020) sustained significant personal injuries.

This incident occurred during the celebration of a wedding at Brenfell Hall, Little Warden Bedfordshire on Saturday 7 June 2025. This venue is a country house in extensive grounds. The company that operates the venue is Brenfell Events and Celebrations Ltd.

The bride was Mr Richardson's sister-in-law and Emma had been asked to be a flower girl. The wedding ceremony itself took place in one of the large reception rooms in Brenfell Hall. After the ceremony, everyone moved outside for the usual photography session. As Mr Richardson was an usher and his wife was the matron of honour, they were both heavily involved in the official photographs. Emma was also involved in the first group of photographs but, together with other young participants, she was not involved later on.

The photography was taking place on part of a large lawn. Mr Richardson noted that the landscaped grounds of the Hall extended for some distance beyond the lawn but did not pay any great attention to this.

After about half an hour, Mr and Mrs Richardson became aware of a commotion with noise coming from a part of the lawn that was beyond where the photographs were being taken. One of Mrs Richardson's cousins ran over to them and told them that there had been an accident involving Emma. When they followed her back to the scene of the accident, they realised that Emma had fallen over the edge of the lawn. This was a sheer drop of some three to four metres. Emma was lying on a grassy bank at the foot of the drop and members of the wedding party were trying to make her comfortable. The cousin who had alerted them, Lorraine Carpenter, told them that she had seen Emma and several other young children from the wedding party playing a game of tag or catch and as Emma ran to try and catch one of the other children she had run over the edge and fallen. Lorraine Carpenter, who is 21, also stated that she thought the absence of any fencing or warnings was dangerous for adults, let alone for children. She also stated that, so far as she could see, there were no adults from the wedding party supervising or even paying any real attention to what the children were doing. She did see some of the waiters and waitresses moving around and collecting glasses but they also paid no attention to the children.

A trained first aider from the staff of Brenfell Hall provided first aid, including putting Emma in the recovery position. An ambulance was summoned and arrived within about 30 minutes. Emma was taken to Bedford Royal Infirmary.

The main injuries that Emma suffered were found to be a broken left leg and a dislocation fracture of her left wrist. The leg fracture involved both the tibia and fibula, and was so close to the ankle that it proved necessary to use metal plates and pins to reduce the fracture; Emma was in plaster for three months. The wrist was also put in plaster for approximately two months. Emma was in considerable pain for the first six weeks and is still suffering significant tenderness in her wrist. Putting weight on her left leg is also painful and for the moment the family have hired a wheelchair so that Emma can get out and about without putting her weight on the leg. The medical prognosis is that the wrist should eventually resolve over the next 18 months to two years without significant ongoing pain, suffering and disability, although there is a significant risk of early onset osteoarthritis. However, the prognosis in relation to the broken leg is not as positive. There is concern that the fractures are not uniting as anticipated and there is a significant likelihood of ongoing problems, particularly with the

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ankle. There is a significant likelihood that there will be ongoing issues with mobility and early onset osteoarthritis is seen as almost inevitable. Consideration is being given to providing an intensive course of physiotherapy, with a view to mitigating the ongoing problems but this physiotherapy is likely to be required on a long-term basis.

There is no suggestion that there was anything wrong with any aspect of the treatment that Emma received, whether initially from the first aider, by the paramedics or at hospital, and the injuries and the complications with recovery are entirely due to the original fall.

As part of her flower girl costume, Emma was wearing a valuable brooch which belonged to her great grandmother. This was damaged in the fall. At the time, everyone was concerned for Emma and her injuries and it was only later that it was realised that three one-carat diamonds had been dislodged from the brooch. Although an attempt was made to see whether they could be found at the scene, this was unsuccessful. The cost of repair of the brooch has been established to be £2,500.

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CASE TWO – MARSTON ENTERPRISES LIMITED (MEL)

The dispute concerns what Joginder Singh tells you is a defective consignment of bulk plastic, which MEL uses to mould the plastic figures for its war gaming miniature figures using very detailed moulds in order to achieve a very high level of detail. The contract specified the precise composition of the plastic, including details of the precise raw materials which were to be used in the production of the plastic and one of which, Fluorethane, was to be sourced from a named company, Shansu Chemicals (a Chinese company). MEL has had a business relationship with WP for a number of years and has placed numerous orders for this type of plastic with no problems. The specifications and contractual terms were agreed at the outset of the relationship. Subsequent purchases involved relatively informal exchanges, as the original terms and conditions continued to apply in relation to the specification and all that needed to be agreed was price and the scheduling of deliveries. The particular contract was for £77,750. The arrangement was that the plastic should be delivered in two consignments over a period of two months.

The manufacturing process at MEL involves melting the bulk plastic (which is supplied as a large number of blocks) and then injecting the molten plastic into the moulds. The first production run using this batch of plastic did not produce a satisfactory result. There are potentially a number of reasons why this might occur. The molten plastic has to be kept at a precise temperature and any significant variation from this can mean that it is not capable of producing fully-detailed mouldings. If there are any imperfections in the plastic itself, the same would occur. And there is also a possibility that the process of injection is not correctly managed, for example, by using the wrong pressure. An investigation was undertaken to see whether it could be established which of these causes was responsible. In the meantime, in order to maintain production, a second production run was undertaken but this was again unsatisfactory. Detailed analysis then indicated that the plastic was not in accordance with the contractual specification. As a result, when it was melted and injected it was not a fine enough consistency to completely fill all the details in the moulds. MEL is satisfied there was no variation in temperature or error in the operation of the injection process.

Joginder Singh then contacted the production manager at WP. In an initial telephone conversation, the production manager, Gemma Grainger, explained that they had had difficulty sourcing Fluorethane from Shansu Chemicals and she believed that an alternative supplier had been used. However, when Joginder Singh emailed Gemma Grainger to ask her for confirmation of this, she asserted that the Fluorethane had come from Shansu Chemicals and denied that she had said or implied anything to the contrary.

Joginder Singh decided that he could not risk using the remainder of this consignment and called forward the second consignment but this proved to have the same issues and MEL then took steps as a matter of urgency to find an alternative supplier that could supply bulk plastic to their original specification. They succeeded in finding an alternative supplier but the cost of a consignment to replace the defective one from WP was £123,000, which in part reflected the urgency with which the replacement plastic was needed, as the replacement supplier that was found had to arrange for additional production shifts with staff paid at overtime rates. There was, however, a six-week delay during which time a number of lines of figures went out of stock and MEL was unable to fulfill orders from its customers. While some of these orders were renewed subsequently, a significant number were lost by reference to comparative figures for overall turnover and the volume of sales of these particular lines.

Joginder Singh has established that the overall cost to MEL is as follows:

Additional cost of replacement bulk plastic £123,000 less £77,750, namely £45,250

Loss of profit on lost sales £23,000.

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End of the case study materials

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