



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

Unit 2 – Contract Law

Question paper

June 2025

Time allowed: 3 hours and 15 minutes (includes 15 minutes' reading time)

Instructions and information

- It is recommended that you take **fifteen** minutes to read through this question paper before you start answering the questions. However, if you wish to, you may start answering the questions immediately.
- There are **two** sections in this question paper — Section A and Section B. Each section has four questions.
- You must answer **four** of the eight questions — at least **one** question must be from **Section A** and at least **one** question must be from **Section B**.
- This question paper is out of 100 marks.
- The marks for each question are shown — use this as a guide as to how much time to spend on each question.
- Write in full sentences — a yes or no answer will earn no marks.
- Full reasoning must be shown in your answers.
- Statutory authorities, decided cases and examples should be used where appropriate.
- You are allowed to make notes on your scrap paper during the examination.
- A basic calculator is provided should you require the use of one.
- You can use your own unmarked copy of the following designated statute book - ***Blackstone's Statutes on Contract, Tort & Restitution 35th edition, Francis Rose, Oxford University Press, 2024.***
- You must comply with the CILEX Exam Regulations – Online Exams at Accredited Centres/CILEX Exam Regulations – Online Exams with Remote Invigilation.

Turn over

SECTION A

Answer at least one question from this section.

1. Critically analyse how far the common law has progressed in identifying a single clear test for courts implying a term:

(a) by fact;

(16 marks)

(b) by law.

(9 marks)

(Total: 25 marks)

2. Critically evaluate the legal principles used by the courts when deciding whether a misrepresentation induced a party into entering into the contract.

(25 marks)

3. Critically assess how true it is to say that damages for breach of contract will always seek to place a party in the position they would have been in had the contract been performed correctly.

(25 marks)

4. Critically analyse:

(a) what must be shown to establish undue influence;

(15 marks)

(b) when the court will set aside a contract between two parties because of the undue influence of a third party.

(10 marks)

(Total: 25 marks)

SECTION B

Answer at least one question from this section.

Question 1

Arjun is the owner of a large warehouse that had been used for many years to store tinned food. Arjun recently expanded his business to include frozen food so he needed commercial quality freezers installed in large sections of the warehouse.

Arjun saw an advertisement for commercial freezers in the newspaper. The advertisement stated that Blazing Bargains Ltd (BBL) was currently selling commercial freezers for £2,000 each. The advertisement stated the address for the BBL website.

Arjun visited the BBL website and could not find an option to buy the freezers online. He sent an email to BBL stating: "As per your advert, I agree to buy 10 × freezers for a total of £20,000."

BBL replied to Arjun stating: "Our freezer promotion is now over. The price for 10 freezers would now be £25,000. However, we are willing to sell 10 for £22,500 if you can confirm by end of day Friday."

At 11.00 pm that Friday, Arjun replied, stating: "I agree to buy the freezers." A BBL employee read Arjun's email the following Monday morning and entered the order at the price of £25,000.

Two weeks later, BBL delivered the freezers.

Arjun also needed to have the freezers installed in the warehouse. On 7 May 2024, Arjun took out an advertisement in a trade publication, *Warehouse Weekly*. Arjun's advertisement read:

"WANTED: Installation of 10 × commercial quality freezers. Please tender stating total price. Lowest bid received by 30 May will be accepted."

Arjun checked his inbox on 28 May and had received four bids. The lowest was the £4,000 bid by Charlene so Arjun contacted her to arrange installation. He then received an email on 29 May from David offering to do the work for £3,500.

David has now found out that his bid was lower than the successful bid made by Charlene. BBL has contacted Arjun and demanded that he pay £25,000 for the freezers.

Advise Arjun.

(25 marks)

Turn over

Question 2

Ferdinand is the owner of Ferdy's Feast, a small café in the Kempston area. Ferdinand offers a range of hot and cold drinks, as well as sandwiches and snacks.

In May 2024, Ferdinand decided to purchase a new Italian coffee machine. The machine Ferdinand wanted cost around £4,000 new or £2,000 second-hand. However, Ferdinand was aware that one of his customers, Gerald, had talked about selling his machine. Gerald told Ferdinand "As long as you promise to give my niece Harriet two weeks' work experience as a barista, you can have it for free." Ferdinand agreed and arranged for Harriet's work experience placement.

In September 2024, Ferdinand contracted with Orla to renovate the café for a total cost of £8,000. They agreed that the café would be closed during November to allow Orla to carry out the renovations. Ferdinand planned and advertised a major "reopening celebration" event to take place on 2 December.

On 5 November 2024, Orla told Ferdinand that the café renovation would be delayed because of a previous job overrunning. She told Ferdinand that she would now complete the work by 5 December. Keen to ensure that the reopening event could take place as planned, Ferdinand offered Orla an extra £1,000 to complete the work on time for the end of November. Orla agreed.

Orla completed the work on time. Two days before the reopening event, Ferdinand told his sister Ianthe that he was worried he would not have enough staff for the reopening event. Ianthe, who is self-employed, agreed to help Ferdinand out. Ferdinand told Ianthe "I'll make it worth your while." She turned down work worth £200 in order to do so.

Gerald has now contacted Ferdinand to tell him that while Harriet completed the two weeks' work experience in June 2024, she no longer wants to be a barista and "The work experience wasn't worth it." He has told Ferdinand that he expects him to pay £2,000 for the coffee machine. Ferdinand does not want to pay Orla the extra £1,000 he promised. Ianthe has told Ferdinand that she expects to be paid for working at the reopening event but Ferdinand has refused.

Advise Ferdinand.

(25 marks)

Question 3

Millennium Machines Ltd (MML) is a business that provides IT equipment to other businesses. It specialises in providing large amounts of standard desktop and laptop computers.

In September 2024, MML was approached by Nita, who owns her own design and architecture business. Nita wanted to contract to buy 25 new computers for use in her business. She explained to MML that the computers needed to be highly specialised so that they could be used by the designers and architects she employs.

MML was keen to accept the order because Nita indicated that she was happy to pay a high price, suggesting a figure of £75,000. MML and Nita agreed to contract on MML's standard terms, which included the following two clauses:

- "16. MML will not be liable for any personal injury, however caused, suffered by the end user of equipment supplied by MML.
17. In any claims arising by Nita concerning breach of this agreement, the total liability of MML is limited to £10,000."

Nita's solicitors provided advice on the contract and demanded that in exchange for contracting on MML's standard terms the contract price would be reduced to £70,000.

Nita relied on her solicitors' knowledge and so when they presented her with the final contract, she signed it without reading it.

In January 2025, Nita suffered an electric shock due to having been provided with an unsafe charger for her MML laptop. MML accepts that this was due to negligence on its part.

In April 2025, Nita issued a claim against MML for breach of contract. The computers provided failed to meet the contractual specification and Nita's firm lost out on a £50,000 contract as a direct result.

Advise MML as to whether the exemption clauses in the contract will affect the claims for Nita's injury and the £50,000 loss.

(25 marks)

Turn over

Question 4

Sally and Trent became engaged in 2023 and began planning their wedding, which was to take place in May 2025. Sally's mother, Ursula, and Trent's mother, Vee, agreed that they would each transfer 200 shares in their respective businesses to Trent upon the marriage taking place.

Trent's father, Wilifred, also wanted to contribute towards the couple's married life together. He decided to arrange and pay for the catering for the wedding. Trent told Wilifred that he really wanted the catering to be provided by Zack, who was the chef at Sally's favourite restaurant. Wilifred contracted with Zack to provide the wedding catering. It was a term of the contract that Zack would ensure that any guests who requested a vegan meal option would be provided with one.

At the wedding, Sally's mother, Ursula, who is vegan, requested a vegan meal. Mistakenly, Zack provided Ursula with an option that was vegetarian but not vegan. Zack also provided only 60 meals, when he had been contracted to provide 65 meals.

Soon after the wedding, Vee and Wilifred were killed in an air crash. While Vee had transferred 200 shares in her business to Trent, Ursula has failed to transfer the shares in her business. Ursula says that the lack of a vegan meal "Ruined my daughter's wedding for me."

Advise whether:

- (a) Trent may enforce the contract to transfer the shares;

(10 marks)

- (b) Trent may enforce the catering contract in respect of the failure to provide 65 meals;

(10 marks)

- (c) Ursula may enforce the catering contract in respect of the failure to provide her with a vegan meal.

(5 marks)

(Total: 25 marks)

End of the examination

© 2025 The Chartered Institute of Legal Executives