



CHIEF EXAMINER REPORT

JUNE 2026

LEVEL 6 UNIT 2– CONTRACT LAW

The purpose of the report is to provide candidates and training providers with guidance as to the key points candidates should have included in their answers to the June 2026 examinations.

The 'suggested points for responses' set out points that a good (merit/distinction) candidate would have made.

Candidates will have received credit, where applicable, for other points not addressed.

Chief Examiner Overview

Candidates tended to perform best on the offer and acceptance problem question – that this was a popular and generally better-answered topic will come as no surprise to contract law teachers. Performance was also quite strong on questions relating to frustration and to undue influence, albeit this was based on a relatively small number of candidates answering those questions.

Candidates found remoteness of damage, misrepresentation and privity particularly challenging areas to answer on.

Candidate Performance and Suggested Points for Responses

It is noted that the low numbers of candidates taking the Level 6 exams limits the scope for constructive feedback to be given and for firm conclusions to be reached. Therefore, feedback on candidate performance may be limited.

Section A

Question 1a	13 marks
This was the most popular Section A question and the second-most popular question overall. This was not a surprise, given that consideration is usually the second subject studied (after offer and acceptance which was the most popular question) and is usually popular with contract law students.	
Suggested Points for Response:	
• Identification of need for valid consideration to create valid contract • Definition of consideration • Rule as to existing contractual duty as fresh consideration • Practical benefit doctrine • Discussion of flexibility vs certainty • Clear conclusion providing answer to question asked • Relevant case law	
Question 1b	12 marks
Data too limited for valid feedback.	
Suggested Points for Response:	
• (cross-credit for general concepts of consideration outlined in (a)) • General rule that part payment is not sufficient for the whole • Doctrine of promissory estoppel • Limitations on estoppel • Clear conclusion providing answer to question asked • Relevant case law	

Question 2a	7 marks
The question was intended to combine the area of intention to create legal relations in (a) that is generally perceived to be one of, if not the most, 'easy' areas to answer with a 'tricky' area in (b) (privity).	
Suggested Points for Response:	
• Identification of intention to create legal relations as key requirement for valid contract • Use of presumptions in establishing intention to create legal relations • Presumption in social/family context • Methods of rebutting presumption • Relevant case law	
Question 2b	18 marks
Data too limited for valid feedback.	
Suggested Points for Response:	
• Identification of basic principle, that only parties to a contract can sue or be sued upon it • Historic exceptions to privity, including some or all of: • Collateral contracts • Alternative claim in tort • Agency • Statutory exceptions • Trusts • Contracts for pleasure on behalf of a group • The Contracts (Rights of Third Parties) Act 1999 • Link between privity and consideration • Case law relating to the 1999 Act	

Question 3	25 marks
This question was only attempted by 7 candidates.	
Suggested Points for Response:	
• Explanation of doctrine of frustration as a method of discharge • Definition of frustration: • Unforeseen event • Not fault of either party • Making contract impossible to perform • Examples of frustrating situations • Limitations on frustration e.g. not where merely more onerous to perform • Clear conclusion providing answer to question asked • Relevant case law • Effects of frustration and discussion of Law Reform (Frustrated Contracts) Act 1945	

Question 4	25 marks
Data too limited for valid feedback.	
Suggested Points for Response:	
• Explanation of damages as remedy in contract law. • Basic rule that damages must not be too remote from the breach. • "Traditional" approach from <i>Hadley v Baxendale</i>. • The first limb: usual course of things. • The second limb: contemplation of both parties. • Development of the law post-<i>Hadley</i> • Alternative tests/ forms of the test	

Section B

Question 1	25 marks
Offer and acceptance has always been the most popular question on CILEX Contract Law papers, and usually the best answered too.	
Suggested Points for Response:	
• Identification of need for agreement to create valid contract • Discussion of usual approach to agreement – offer and acceptance • Distinction between offer and invitation to treat • Application of law to initial advertisement and Clark’s email • Identification of legal effect of counter-offer • Application of law to reply to Clark • Identification of need for clear acceptance communicated to offeror • Silence does not equal acceptance • Application to Brianna • Communication in instantaneous methods of communication • Application to Clark • Law relating to revocation of offers • Application to Clark • Relevant case law to support above	

Question 2a	10 marks
This was a part question answered by just over half of the cohort. Performance was mixed, being stronger on statutory implied terms and weakest on terms implied by fact.	
Suggested Points for Response:	
• Distinction between terms and representations • Effect of distinction (i.e. cause of action and remedy) • Overall approach to determination: objective • Specific 'tests' used by court: • Importance attached • Special knowledge • Independent verification • Timing • Reduction into writing • Application of law to facts • Relevant case law to support above	
Question 2b	7 marks
Suggested Points for Response:	
• Recognition of concept of implied terms and different methods of doing so • Terms implied by statute • Identification of Consumer Rights Act 2015 as relevant statute • Relevant provisions of CRA 2015 (credit reasoned arguments as to goods, digital content and/or service) • CRA remedies • Application to the facts • Relevant case law to support above	
Question 2c	8 marks
Suggested Points for Response:	
• Recognition of concept of implied terms and different methods of doing so • Terms implied by court (as a matter of fact) • Common law tests for implication • Application to the facts • Relevant case law to support above	

Question 3	25 marks
Data too limited for valid feedback.	
Suggested Points for Response:	
• Identification of doctrine of undue influence • Equitable nature of doctrine, remedy of rescission • Need to demonstrate actual undue influence in all cases • 'Evidential lift' where relationship of trust and confidence • Transaction must be one which 'calls for explanation' • Bars to rescission • Application of above law to the scenario	

Question 4	25 marks
Data too limited for valid feedback.	
Suggested Points for Response:	
• Doctrine of misrepresentation as a vitiating factor • Requirements for actionable misrepresentation: False • Requirements for actionable misrepresentation: Statement of fact • Statement as to plans to retire • Statement as to opinion on new shopping centre • Silence/ change of circumstances • Statement as to current customer numbers • Types of misrepresentation and definitions of each • Requirements for actionable misrepresentation: inducement • Discussion of time delay • Relevant expertise of parties • No duty to check accuracy • Application of law to facts to determine type(s) of misrepresentation(s) • Remedies for misrepresentation • Relevant case law to support above	