



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

June 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.

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

Pre-Action Protocol on Personal Injury

Pre-Action Protocol for Low Value Personal Injury Claims in Road Traffic Accidents

Part 1

Part 3 and PD3A

Part 7

Part 15

Part 16

Part 22

Part 23

Part 24

Part 26

Part 28

Part 31

Part 32

Part 35

Part 36

Part 44

Part 45 and PD

PD51R

Part 70

Part 71

Part 72

Part 73

Part 83

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 – Sunita Kaur Gill

This client, date of birth 15 December 1995, has consulted Kempstons in relation to a potential claim arising out of a road traffic accident on 12 January 2026. The initial consultation took the form of a free interview, which is a service that Kempstons offers. Shirley Pereira has prepared an attendance note of what was discussed (**Document 1**).

Shirley Pereira has asked you to research the likely quantum of the claim if it is pursued. She has also asked you to consider the Claim Notification Form (RTA1). The relevant sections of the form are attached to these case study materials (**Document 2**).

Case Two - Calvin Henderson

This client is Calvin Henderson, who is a self-employed landscaper and gardener. He has consulted Kempstons over a dispute with a building company, Barford Construction Limited. The client was contracted to do the landscaping on a small development of 12 houses in Great Barford. These are large, executive-style houses with substantial gardens. The development site was previously a gravel quarry.

The landscaping within the contract comprised the following elements: substantial groundworks were required to level the site and ensure a sufficient depth of top soil; the specifications for the houses included the provision of decking and the construction of raised flower and vegetable beds in addition to laying of paths and turfing lawn areas in the back gardens; there was also a considerable amount of turf laying required for the open-plan areas in front of the houses fronting the street.

The total value of the contract was £65,000. The work was scheduled to be undertaken in two phases. The first, at the beginning of the construction of the development, involved levelling of the site. The contract provided for payment of the amount attributable to this, which was £15,000, to be made within 28 days of the architect confirming completion. However, the managing director of Barford Construction Limited, James Wilson, informed the client that he was having cash flow problems as a result of slow payment of amounts due to the company in relation to other projects and asked the client to wait a further two months for payment. In fact, payment was made a little over three months late.

The remaining work was mainly scheduled to be carried out as each property was completed. The decking and landscaping were among the last elements to be completed. The exception was the turfing of the open-plan areas, which was all to be done at the same time once all properties were completed.

The client and his team of employees duly completed the landscaping for each property. Most of the work was done in accordance with the original specifications but two purchasers of individual properties asked for variations, which involved additional work. Each of the property owners agreed to pay, and did pay, the additional cost of this. However, although payment should have been made by Barford Construction Limited following certified completion of the work on each property, payment was again not forthcoming.

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James Wilson made a number of promises of payment. At this stage he did not at any point suggest that there was anything wrong with the work that had been done. Barford Construction Limited did eventually make payments amounting to a further £20,000. The outstanding balance of £30,000 has now been outstanding for six months. James Wilson has not responded to telephone calls and emails from the client. The client is aware that Barford Construction Limited is still actively trading and is engaged at the moment in the renovation of a number of units on a local industrial estate. It is also undertaking a number of residential developments, which are at various stages of development. The client is aware of this because he was invited to tender for the landscaping but declined to do so.

The client is considering legal action and has asked Shirley Pereira to advise him on his options and the costs, and other implications of them.

**DOCUMENT 1:
ATTENDANCE NOTE**

Sunita Kaur Gill, who lives at 17 Blankney Street, Bedford, was involved in a road traffic incident at 9:15 a.m. on Monday 12 January 2026. She was driving her car; there was no one else in the car as she had just dropped her children off at school and was on her way to a session of cleaning work for one of her clients. The car is a Toyota Yaris, registration number YS07 CVZ. The accident occurred at the junction of Heathfield Road and Ventnor Rise in the Goldington district of Bedford. The weather was dry and sunny, and visibility was good.

Mrs Gill was on Heathfield Road, which is a major road. There were vehicles parked on her nearside and, as a result, she was driving towards the middle of the road. As she approached the junction with Ventnor Rise on her offside, she became aware of a car emerging from the junction. She assumed that the other driver would give way to her as she had right of way but the other car did not stop and collided with Mrs Gill's car despite Mrs Gill attempting to take evasive action by braking and pulling to her nearside. The impact was on the driver's door and Mrs Gill sustained a broken right ankle and some minor bruising when her airbag was activated.

Mrs Gill was taken by ambulance to the accident and emergency department of Bedford Royal Infirmary. The closed ankle fracture was confirmed by x-rays and was reduced, and she was put in a below-knee plaster. She was discharged the same day. She remained in plaster for six weeks and has made a good recovery. She was discharged from follow up in late April. There were no recommendations at that stage for further rehabilitation. She has, however, been advised that because of the nature of the fracture there is a significant possibility that she will develop osteoarthritis in her right ankle.

Mrs Gill was unable to put weight on her right ankle for any length of time or to drive for the six-week period she was in plaster. This has had the following consequences.

Mrs Gill was unable to undertake her regular cleaning work for her six clients during this six-week period. She normally does two hours cleaning for each client every week and she charges £15 per hour. The total loss is therefore £1,080.

Mrs Gill also works part time as a midday supervisor at a local school. She was off sick for six weeks. She did receive full sick pay but the school business manager has reminded her that her terms and conditions of employment require her to reimburse the school if she can recover damages in relation to the incident that gave rise to the sick-pay claim. Mrs Gill works 2.5 hours per day five days a week. It is a term-time only appointment and as one of the weeks that she was unable to work was half term she was actually paid sick pay for five weeks. The actual amount of sick pay was £906.25.

Mrs Gill's husband was able to take the children to and from school most days but there was a total of 10 days when he was not able to do so and as a result, Mrs Gill had to take and/or collect the children using a taxi on those days. The total taxi fares amounted to £135.

The necessary repairs to Mrs Gill's car were paid for by her insurers and the repairs were completed by the time Mrs Gill was able to drive again. The insurers have said that they are dealing with all matters relating to the vehicle damage directly with the third party's insurers.

Mrs Gill and the other driver exchanged personal and insurance details at the time of the incident. The other driver is Thomas McIntyre and his address is 28 Ventnor Rise. His insurers are OsoSAFE Insurance plc. Mrs Gill states that he looked very young. The police were not involved at any stage.

Mrs Gill earns approximately £14,300 and her husband earns approximately £30,000. They have no significant savings and Mrs Gill said that they have very little money left over after paying the

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mortgage and other outgoings on their house and food, clothes and other necessities for themselves and their three young children.

**DOCUMENT 2:
CLAIM NOTIFICATION FORM (RTA 1) – EXTRACTS**

Section A — Claimant's details

Mr. Mrs. Ms.
 Miss Other

Claimant's name

Address

Postcode

Date of birth / /

Is this a child claim? Yes No

National Insurance number

If the claimant does not have a National Insurance number, please explain why

Occupation

Claimant's vehicle registration number (if applicable)

Accident date / /

Section B — Injury and medical details

1.1 What type of injury was suffered? Soft tissue Bone injury Whiplash

Other

Please provide a further brief description of the injury sustained as a result of the incident

1.2 Has the claimant had to take any time off work as a result of the injury? Yes No

1.3 Is the claimant still off work? Yes No

If No, how many days in total was the claimant off work?

1.4 Has the claimant sought any medical attention? Yes No

If Yes, on what date did they first do so? / /

this section continues over the page

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Section B — Injury and medical details

- 1.5 Did the claimant attend hospital as a result of the accident? Yes No

If Yes, please provide details of the hospital(s) attended

- 1.6 If hospital was attended, was the claimant detained overnight? Yes No

If Yes, how many days were they detained?

Section C — Rehabilitation

- 2.1 Has a medical professional recommended the claimant should undertake any rehabilitation such as physiotherapy? Yes No Medical professional not seen

If Yes, please provide brief details of the rehabilitation treatment recommended and any treatment provided including name of provider

- 2.2 Are you aware of any rehabilitation needs that the claimant has arising out of the accident? Yes No

If Yes, please provide full details

Section G — Accident time, location and description (continued)

6.5 Please give a brief description of the accident, including approximate speeds of all vehicles and details of the areas of vehicle damage

6.6 Was the incident reported to the police? Yes No Not known

If Yes, please provide the following, if known:

Name and address of police station*

Name of Reporting Officer*

Reference number*

Section J — Accidents involving a bus or a coach

9.1 Where the accident involved a bus or a coach, please complete the following:

Driver name and ID number*

Description of the driver*

Description of vehicle, including route number and direction of travel, type, colour and markings of vehicle

Approximate number of passengers on the bus/coach*

9.2 Is evidence of travel available?

Yes No

If No, please state why not

Section K — Liability

10.1 Why does the claimant believe that the defendant was responsible for the incident?

10.2 If the claimant believes that another party noted in Section I could bear some responsibility, please confirm which*

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End of the case study materials

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