



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 2026

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

Instructions and information

- It is recommended that you take **15** 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 36th edition, Francis Rose, Oxford University Press, 2025.***
- 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 evaluate, in respect of the requirement for valid consideration, how true it is to say that:
 - (a) a promise to perform an existing contractual duty is not good consideration in exchange for a promise to be paid more;

(13 marks)
 - (b) "part payment of debt is no satisfaction for the whole."

(12 marks)

(Total: 25 marks)

2. Critically analyse the extent to which:
 - (a) an agreement between family members is enforceable;

(7 marks)
 - (b) a third party to a contract may enforce it.

(18 marks)

(Total 25 marks)

3. Critically evaluate the proposition that "frustration is an easy way for a party to escape from a bad bargain".

(25 marks)

4. Critically analyse how far the common law has developed a single, clear test for remoteness of damage.

(25 marks)

SECTION B

Answer at least one question from this section.

Question 1

Absal wanted to sell his 1985 'Puma XY', a valuable vintage car. Absal visited Brianna, a local car dealer, and asked if she was interested in buying the car. Brianna told Absal she was not, but two days later, on Monday 13th March 2026, Brianna sent Absal an email stating, "Loved the car, happy to agree £28,000. If I don't hear from you in the next week, I'll assume you agree." Absal wanted more money for the car and did not reply to the email.

On Wednesday 15th March, Absal posted the following on a car sales website:

"FOR SALE: Mint condition '85 Puma XY. Low mileage, high performance. £35K or best offer."

On Thursday 16th March, Clark emailed Absal offering to buy the car for £25,000. Absal replied stating, "I would take £30,000 but not a penny less".

On Friday 17th March, Delia emailed Absal offering to buy the car for £26,500.

On Saturday 18th March, Clark sent an email to Absal agreeing to buy the car for £30,000. Due to a fault with Clark's internet service provider, the email did not send. Clark received an automated notice the email was not sent on Sunday 19th March.

Having not heard from Clark, on Tuesday 21st March Absal replied to Delia telling her, "The car is yours".

The following day, Clark was told by a mutual friend that Delia had bought the car for £26,500. Clark immediately called Absal stating, "I want to buy the car for £30,000". Brianna also argues that she is entitled to the car.

Advise Absal.

(Total: 25 marks)

Question 2

Ffion owns and operates her own business, providing wedding photography for couples getting married.

In August 2025, Ffion was approached by Gerald and Hatice, who planned to marry in January 2026. Hatice told Ffion that she needed someone able to take photos and video of both the wedding ceremony and the reception, including both camera and drone videography. Hatice explained that many of her family members would not be able to travel to the wedding so it was crucial to have full video footage of the ceremony and the reception so they could watch it later.

Ffion replied that she was "the best photographer in England" and "I've got a perfect drone for filming, you can come into the office and look at it if you want."

A few weeks later, Hatice called Ffion and agreed a price of £5,000 for Ffion to be their wedding photographer.

Ffion attended the wedding in January 2026 and seemed busy taking photographs and video of the ceremony. In March 2026, Ffion sent Hatice the final photos and video.

Hatice was distressed to see that there were a number of problems with what Ffion had captured; many of the photos were blurred or out of focus. Video was taken of the reception afterwards but not of the wedding ceremony itself. Ffion had used a drone with a very low-resolution camera, meaning that the aerial videos of the reception were very low quality.

Advise Hatice as to whether:

- (a) each of the statements about videography will be classified as terms or representations;
(10 marks)

- (b) there has been any breach of any statutory implied terms in relation to the quality of the photographs;
(7 marks)

- (c) it is likely that any terms will be implied in fact by the court in relation to the quality of the photographs.
(8 marks)

(Total: 25 marks)

Question 3

Marcus and Nerys were married in 2008 and have two children together. In 2021, Marcus, Nerys and the children all lived at the family home in Kempston, 'The Gables'. The property was held in Marcus and Nerys' joint names. Marcus has always considered himself knowledgeable about finance and throughout his relationship with Nerys he handled almost all of the family finances.

In early 2021, Marcus told Nerys that he wanted to invest in a new cryptocurrency. He told Nerys that "we will double our money". Nerys was dubious about the plan but assumed Marcus knew best. Marcus proposed obtaining a mortgage over 'The Gables' in order to raise funds to invest.

Nerys told Marcus she was uncomfortable with mortgaging their family home, which they owned outright due to a family inheritance. Nerys and Marcus had already been arguing increasingly frequently and Nerys was having doubts about their relationship. Once she told Marcus she did not want to agree to the mortgage, their relationship worsened dramatically. Marcus started sleeping in a separate bedroom and refused to speak to Nerys.

Eventually, in September 2021 Nerys told Marcus she would agree to the mortgage if it meant he would try to save their marriage. They attended the bank together, where they had another argument in front of the bank clerk arranging the mortgage. The clerk told Nerys, "You should probably speak to a solicitor about all of this." but when Nerys told him that she had a law degree and was happy to enter into the transaction, the clerk proceeded.

In early 2026, Nerys and Marcus agreed to separate and they have since divorced. Nerys lives at The Gables with the children. The cryptocurrency in which Marcus invested is now valueless and, due to a lack of repayments, the bank is seeking to take possession of 'The Gables' under the terms of the mortgage.

Advise Nerys.

(Total: 25 marks)

Question 4

Unal is the owner of his own business, a popular local restaurant in the town centre of Kempston. In January 2025, Unal entered into talks to sell the business to Violet. During these initial discussions, Unal told Violet that he was "too old" for the business and that he planned to retire. Unal also told Violet that the restaurant had around 200 customers each day and that he thought the new shopping centre opening nearby would increase customer numbers.

Violet told Unal that she would conduct further research and consider whether to make a formal offer. In July 2025, Violet spoke to Unal again and she asked for up-to-date information on the business. In response, Unal sent Violet the accounts for the business for the last six months.

Violet then found out there was another bidder and so quickly concluded a deal with Unal in August 2025 without checking the accounts. Violet took over the business at the start of 2026.

Since taking over the restaurant, Violet has found that average customer numbers are around 25 customers per day. Speaking to staff, Violet found out that Unal went abroad for medical treatment in the first half of 2025, closing the restaurant for much of that time. With the restaurant so often shut, many regular customers stopped visiting. This drop in custom was clear in the accounts Unal sent Violet.

The shopping centre opened in January 2026 and contains a lot of major chain restaurants, further reducing customers to Violet's restaurant. Last month, Violet bumped into Unal at an event. Unal told her, "Since my treatment I feel young again" and that he will soon open another restaurant nearby.

Advise Violet as to any claim in misrepresentation against Unal.

(Total: 25 marks)

End of the examination

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