

**SUPPORTING MATERIALS**

16 January 2017  
Level 4  
TACTICS AND COSTS IN COMMERCIAL  
LITIGATION  
Subject Code L4-11



**THE CHARTERED INSTITUTE OF LEGAL EXECUTIVES**  
**UNIT 11 – TACTICS AND COSTS IN COMMERCIAL LITIGATION\***  
**SUPPORTING MATERIALS**

**Information for Candidates on Using the Supporting Materials**

- This document contains the supporting materials for your examination.
- You have **THIRTY** minutes' reading time to read these supporting materials and the question paper.
- It is strongly recommended that you use the reading time to read these supporting materials and the question paper fully. However, you may make notes on these supporting materials, the question paper or in your answer booklet during this time, if you wish.

**Do not turn over this page until instructed by the Invigilator.**

\* This unit is a component of the following CILEx qualification: **LEVEL 4 DIPLOMA IN COMMERCIAL LITIGATION**

## SUPPORTING MATERIALS

### INSTRUCTIONS TO CANDIDATES

You are a trainee legal executive in the Dispute Resolution Department of Mobberley Throp LLP, The Manor House, Bedford, MK42 7AB. You are assisting Krishnan Ahmadi, who is a Chartered Legal Executive Partner.

Krishnan has asked you to assist him with the dispute between Memorable Marquees and Stridewell Hall.

**Document 1** Attendance Note: Krishnan Ahmadi and Ainslie Dalrymple

**Document 2** Booking confirmation and extract from full terms and conditions

**Document 3** Letter from Wadland LLP to Mobberley Throp LLP

**Document 4** Letter from Wadland LLP to Mobberley Throp LLP

**DOCUMENT 1**

**ATTENDANCE NOTE**

**Fee earner:** Krishnan Ahmadi  
**Attending:** Ainslie Dalrymple – owner of Memorable Marquees  
**Date:** 14 November 2016  
**Time engaged:** 1 hour

Speaking to Ainslie Dalrymple from Memorable Marquees (MM). He owns MM, which is a small firm specialising in hiring out marquees for exclusive events. Stridewell Hall is threatening to take action against him.

Stridewell Hall say that they placed a telephone booking with Ainslie for a premium-quality marquee to host a series of five sell-out evening summer concerts over the week commencing 13 June 2016. They say that they booked a marquee to accommodate 500 guests which matched the number of tickets sold for each evening.

On 1 June 2016, Ainslie took the booking from Sophia Forsythe, who is an apprentice events organiser at Stridewell Hall. He recollects that he did have difficulty hearing everything that Ms Forsythe said, as the telephone line was poor quality. Ainslie accepts that an order was placed for a marquee but insists that the booking was for a marquee which had a capacity for only 50 guests. Ainslie sent a booking confirmation to Stridewell Hall, attaching the standard terms and conditions (**Document 2**) on the same day.

On 12 June 2016, Ainslie arrived to erect the marquee in Stridewell Hall's grounds. It quickly became obvious that there had been a misunderstanding about capacity. Ainslie had already hired out MM's largest marquee and Stridewell Hall therefore arranged for another marquee from a different provider, Golden Events, to be brought to the venue. The largest marquee that Golden Events had available could only accommodate 400 people. Golden Events charged £25,000 for the week's hire.

As the concerts were sold out, not all guests could be seated inside the marquee. Each evening, 100 guests had to be seated outside the marquee, and those guests complained as clothing and shoes were muddied, and on occasion the weather was poor. Some guests were also bitten by insects. Stridewell Hall say that they had no option but to refund the cost of all guests excluded from the marquee. The tickets cost £100 per person and the total refunded cost over the five days was £50,000.

Stridewell Hall have already instructed their lawyers, Wadland LLP, and are seeking damages of £75,000. Stridewell Hall have told Ainslie they have no intention of entering into any discussion with him, and simply intend to issue proceedings. Ainslie is anxious to avoid any adverse publicity, and he is willing to consider trying to resolve the matter amicably if possible. If not, he is happy to defend the matter as he believes that he has a strong case.

Krishnan Ahmadi

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**DOCUMENT 2**

**BOOKING CONFIRMATION**

To: Stridewell Hall  
Castle Lane  
Stridewell

Date 1 June 2016

Dear Sophia,

**Re: Booking confirmation**

I refer to our telephone conversation this morning – sorry the telephone line was bad! I am pleased to confirm the availability of one of our marquees for one week's hire commencing 13 June 2016. The cost of hire is £5,000. Please see below for our terms and conditions.

I will attend the site, with my team, to erect the marquee on 12 June 2016.

Any problems in the meantime, please do let me know.

Assuring you of our best attention at all times.

Ainslie Dalrymple

**Memorable Marquees**

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**EXTRACT FROM FULL TERMS AND CONDITIONS**

- |  |
|--|
| <ol style="list-style-type: none"><li>1. Any disputes arising from this contract should be referred to mediation in a form to be agreed between the parties.</li></ol> |
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DOCUMENT 3

LETTER

## Wadland LLP

Mobberley Throp LLP,  
The Manor House  
Bedford  
MK42 7AB

Our ref: Wad/16/331  
Your ref: KA/MM/45

17 April 2017

Dear Sirs,

**Re: Stridewell Hall v Memorable Marquees**

We thank you for your list of documents.

Our client tells us that they no longer have any documents to disclose. You have already included in your list the written confirmation of the booking. Although Sophia Forsythe prepared a note of the conversation between herself and Ainslie Dalrymple, it would appear that, for whatever reason, she cannot now find it and believes that she may have accidentally thrown it away.

In the circumstances, we do not think that a list of documents from our clients is necessary.

Yours faithfully,

**Wadland LLP**

**Turn over**

DOCUMENT 4

LETTER

## Wadland LLP

Mobberley Throp LLP,  
The Manor House  
Bedford  
MK42 7AB

Our ref: Wad/16/331  
Your ref: KA/MM/45

30 May 2017

**'Without prejudice save as to costs'**

Dear Sirs,

**Re: Stridewell Hall v Memorable Marquees**

Further to exchange of witness statements in this matter, we trust that you have now had opportunity to review the evidence of our client's 25 witnesses, a reasonable number given the number of guests affected by the circumstances, who we intend to call to support our client's case. We expect that you have suitably advised your client as to the risks which he faces at trial.

Notwithstanding our views on liability, we are instructed to make a genuine attempt to settle the claim and we put forward a Part 36 offer in the sum of £30,000, inclusive of interest, in full and final settlement of this matter.

This offer is intended to have the costs consequences of Part 36 and will remain open for a period of 21 days from date of receipt.

We look forward to receiving notice of acceptance.

Yours faithfully,

**Wadland LLP**

**End of Supporting Materials**



