



**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**

**January 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 evaluate the extent to which a party can rely on the 'practical benefit' doctrine from *Williams v Roffey Bros & Nicholls (Contractors) Ltd* [1990] 1 QB 1 to enforce a promise.  
**(25 marks)**
  
2. Critically analyse the continuing relevance of:
  - (a) the principle of privity of contract;  
**(15 marks)**
  
  - (b) the presumptions relating to intention to create legal relations.  
**(10 marks)****(Total: 25 marks)**
  
3. Critically assess how successfully the common law prevents exclusion clauses being relied on to avoid liability.  
**(25 marks)**
  
4. Critically analyse the factors which will determine whether a court is willing to uphold a clause in restraint of trade.  
**(25 marks)**

## SECTION B

Answer at least one question from this section.

### Question 1

Albert owns his own window cleaning business, specialising in commercial window cleaning of large office buildings. In July 2024, Albert entered into discussions with Bryony about a large window cleaning contract with Bryony's firm. During the initial discussion, Albert told Bryony: "You won't find a more dedicated window cleaner than me", and "What makes us so efficient is that we use the latest technology."

Bryony told Albert she needed to speak to other window cleaners but in early September she called Albert and told him that as long as he could assure her the windows would be cleaned twice a week, she would contract with him. Albert assured her that he could do this and they agreed the contract orally.

In October 2024, Albert entered into a written contract with Clarice for window cleaning at the high-rise office block Clarice owns. When Albert's employees arrived to clean the windows the next month, they were surprised to find no suspended scaffolding was provided to help clean the upper windows. Albert had to pay to hire the scaffolding. Albert believes Clarice should be providing the scaffolding at her own cost as this is what other owners of tall buildings in the area do.

Bryony is unhappy with the service Albert has provided to her. She has found that the windows are often cleaned imperfectly by Albert and she has found out that Albert is using outdated methods rather than the latest technology.

Advise Albert as to whether:

- (a) either of the statements made to Bryony will be considered terms of the contract;  
**(11 marks)**
- (b) a term requiring Clarice to provide the scaffolding will be implied into their contract.  
**(14 marks)**

**(Total: 25 marks)**

**Turn over**

## Question 2

Kempston Airport is a large passenger airport in Bedfordshire. In early 2023, the operators of the airport, Kempston Airport Limited (KAL), contracted with Whoosh Wings (WW), a budget airline, for WW to use Kempston Airport as their base airport. This agreement gave WW the right to store up to 10 aeroplanes in secure hangars on the airport site. KAL contracted to maintain the hangars so that the aeroplanes inside were not damaged.

In January 2024, KAL entered into an agreement with Xcessive Luxury (XL), an exclusive luxury boutique which sells high-end designer bags and accessories. KAL wanted to establish the airport as a primary destination for private jets and other luxury travel, and XL being present on site was integral to that strategy. Under the contract, XL promised to operate a branch of their store on site at the airport for 10 years, commencing from March 2024.

In November 2024, XL announced that as part of a business restructuring, they would close the store at Kempston Airport in January 2025.

Last week, owing to faulty electrical systems installed by KAL, a fire broke out in one of the WW hangars. Three aeroplanes were damaged. On board one of the aeroplanes, unknown to KAL, was £2 million of specialist aviation equipment that WW planned to fly to the USA the following day for incorporation into a new aircraft. This equipment was destroyed in the fire.

Advise KAL as to whether:

- (a) they may obtain an order requiring XL to continue to operate the airport store; **(12 marks)**
- (b) WW will be able to successfully claim for the cost of repairing the aeroplanes and/or the cost of the specialist equipment destroyed in the fire. **(13 marks)**

**(Total: 25 marks)**

### Question 3

Fallowdale House is a business that operates from a large country house. The business offers residential 'retreats' for writers who want help writing a novel. During retreats, customers stay at the house, have meals provided and take part in various writing-related activities.

Grant, a prolific writer of murder mysteries, contacted Fallowdale House to enquire about their 'Deluxe Detectives' package, with the intention of a staying in December 2024. Edith, the retreat director, told Grant: "This is the best package money can buy. You will stay in a room just as good as a 5-star hotel and have access to an extensive gym and sauna complex. If you want to soak up some culture, there are five world-renowned museums nearby."

When Grant stayed at Fallowdale House last month, he was unhappy with the small, basic room he was allotted. He did not have an ensuite bathroom and instead shared a bathroom with nine other guests. The gym and spa consisted of a single exercise bike in a spare bedroom. The five museums Edith mentioned were indeed close by but all were closed out of season between September and March.

Huw, an aspiring novelist who had just finished university, emailed Edith to ask about the best package for unpublished authors and whether Fallowdale House could cater for a vegan diet. Edith replied stating: "We have a great retreat planned for October 2024. It includes a five-night stay and workshops with published authors. We're hoping to have a really famous author running those." Edith checked with the contractor that provided catering for the house and they informed her that a vegan option for each meal was "no problem", so she told Huw that vegan food would be available.

When Huw attended the retreat, he was disappointed to realise that while the author running the workshop had a number of published books, these were self-published. The author was not well known. Huw was even more upset to find that vegan food was not available at most meals, leading him to have to eat out at restaurants for his meals instead.

Advise Grant and Huw as to any claims they may have in misrepresentation.

**(25 marks)**

**Turn over**

#### **Question 4**

Terrific Tigerland (TT) is a well-known zoo in the Kempston Area. In January 2024, a local school, Underhill Upper School (UUS), entered into a contract with TT to allow for regular school trips to the zoo. UUS agreed to pay £5,000 for unlimited access to the zoo for a year. As UUS were waiting for funding, they agreed to pay TT the £5,000 at the end of the year, in December 2024.

In March 2024, TT contracted with Veronika to purchase three rare lions from her nature reserve for a total cost of £30,000. TT also contracted with Walter to purchase three rare elephants.

In April 2024, Parliament passed the (fictional) Exotic Imports Act 2024. This prohibited zoos from importing more than three rare animals in any 12-month period. TT chose to import Walter's elephants and was then prohibited from importing the lions.

In July 2024, a structural survey showed there was a problem with the concrete used in some animal enclosures. TT were able to remain open but only two of the 35 enclosures were safe to contain animals so the other 33 enclosures were closed, with all of the animals from these enclosures transferred to a zoo in Ireland.

UUS are now refusing to pay any of the £5,000 agreed. Veronika is demanding that TT pay the £30,000 even if they do not import the lions.

Advise TT as to whether either contract has been frustrated and if so the likely financial consequences.

**(25 marks)**

**End of the examination**