

Scheme of work: Contract law

This scheme of work suggests how to deliver the Contract law section of our A-level Law specification (7162).

3.4 Contract law

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| Week | Specification content and skills | Activities and resources | Notes |
| 1 | Offer and acceptance:   * unilateral and bilateral contracts * offers * invitations to treat. | * Explain and give examples of unilateral and bilateral contracts. * Analyse the differences between invitations to treat and offers. * Read the following [article on Carlill v Carbolic Smoke Ball Co.](http://news.bbc.co.uk/1/hi/business/8340276.stm) What legal principles can we take from this case? * Go onto the following [revision website](http://e-lawrevision.org.uk/Offer-and-acceptance-quiz.php) and complete the quiz. | * Identify the reasons why many invitations to treat cannot be offers. * Identify some examples of invitations to treat and offers eg newspapers, retail websites and supermarket ‘offers’. |
| 2 | Offer and acceptance (continued):   * lapse of offers * acceptance * postal rule. | * Explain lapse of offers and acceptance. * Analyse the differences between the normal rules of acceptance and the postal rule. | * Be careful to identify when the postal rule will apply and explain the exceptions. * Prepare a chart of the key offer and acceptance cases. |
| 3 | Theory of contract law – offer and acceptance:   * offers, unilateral offers and invitations to treat * acceptances, including the postal rule. | * Identification of a range of issues. * Analysis of the issues: justifications and criticisms. | * Students will need both examples and discussion of any issues raised. * Analyse the postal rule in terms of its historical context, modern forms of electronic communication and the world of 24-hour business with communications through the night. |
| 4 | Consideration:   * past consideration * adequacy of consideration * sufficiency of consideration. | * Explain the three sets of rules governing consideration. * Analyse the reasons for, and the meaning of, ‘practical benefit’. | * Give examples of what might amount to ‘practical benefit’. * Find a media story where something has been sold for a nominal sum. |
| 5 | Privity and intention to create legal relations:   * doctrine of privity * intention. | * Explain privity and intention. * Analyse the extent to which the Contract (Rights of Third Parties) Act 1999 replaces the common law. | * Give examples of when the Contract (Rights of Third Parties) Act 1999 might apply in ordinary life (eg a gift sent directly to the recipient). * Establish when the normal presumptions on commercial and family/social contracts might not apply. |
| 6 | Economic duress:   * economic duress (definition and remedies) * theory of contract law – consideration, privity and economic duress. | * Identify and illustrate the elements necessary for economic duress. * Analyse the available remedies. * Compare the options of economic duress and consideration in altering a bargain. | * Prepare a chart showing the elements necessary for economic duress and illustrate each element from the cases. * Students will need to identify what amounts to illegitimate pressure for the purposes of economic duress. |
| 7 | Discharge of a contract:   * performance * breach * conditions, warranties and innominate terms. | * Explain the rule of entire performance and identify the exception. * Define breach. * Explain the need for innominate terms. * Construct a flowchart as a means of deciding whether a) a contract has been breached and b) the appropriate remedy. Think of some simple hypothetical breach scenarios and ask students to analyse them using their flowcharts. Refer to the [SAMs](http://www.aqa.org.uk/subjects/law/as-and-a-level/law-7162/assessment-resources) for ready-made scenarios. | * Link this topic with remedies for breach of contract. * Discuss the consequences of liability for breach of contract being strict (eg a supermarket selling branded but defective goods). |
| 8 | Remedies:   * damages * specific performance. | * Explain the rules governing damages. * Discuss when and why specific performance cannot be used. | * Give examples of when damages for ‘disappointment’ may be relevant. * Be aware of when a claimant is unlikely to be awarded specific performance. |
| 9 | Misrepresentation:   * definition * fraudulent, negligent and innocent * rescission and damages. | * Explain the nature of a misrepresentation. * Identify the different types (definitions and remedies). * Look at this [2017 case: First Tower Trustees v CDS (Superstores International)](https://www.brownejacobson.com/training-and-resources/resources/legal-updates/2017/04/first-tower-trustees-ltd-v-cds-superstores-international-ltd-ch-d-20-feb).   . | * Construct a step-by-step framework for answering misrepresentation problems and practise applying the framework to past papers. * Note the reversal of the burden of proof in the case of negligent misstatement. |
| 10 | Frustration:   * definition * remedies for frustration. | * Explain the rules governing frustration. * Consider the remedies available and how they are deficient. | * Place within context: discharge of a contract (the four ‘ways out’ of a contract). Link with agreement (not on the AQA specification), performance and breach. * Explain why frustration is rare given issues such as the extensive nature of modern contracts and the reluctance of the courts to undermine contracts. |
| 11 | Implied terms:   * distinction between express and implied terms * terms implied into a contract to supply goods * terms implied into a contract to supply services. | * Briefly explain express and implied terms. * Describe the implied terms contained in ss9–11 [Consumer Rights Act 2015 (CRA)](http://www.legislation.gov.uk/ukpga/2015/15/contents/enacted) and the remedies in ss20, 23 and 24 CRA 2015. * Describe the implied terms contained in ss49 and 52 CRA 2015 and the remedies in ss55–56 CRA 2015. | * Distinguish between goods and services. * Construct a chart of the different implied terms to include entries for things such as: definitions, case examples and examples from ordinary life. |
| 12 | Theory of contract law:   * nature and effectiveness of contract remedies * nature and effectiveness of consumer remedies. | * Identification of range of issues. * Analysis of the issues: justifications and criticisms. | * Consider whether the reforms in the CRA 2015 meet the criticisms of the previous law, raised by bodies such as the Law Commission. * Students will need both examples and discussion of any issues raised. |
| 13 | Exclusion clauses:   * common law controls * statutory controls * theory of contract law – freedom of contract and the need to protect the consumer * theory of contract law – nature and effectiveness of exclusion clauses. | * Explain rules governing incorporation and (briefly) construction. * Distinguish the different statutory protections. * Identification of a range of issues. * Analysis of the issues: justifications and criticisms. | * Be aware of incorporation by course of dealing: give examples from the cases and from ordinary life. * Students will need both examples and discussion of any issues raised. |