

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

|  |  |  |  |
| --- | --- | --- | --- |
| 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.
 |