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Centre number

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Candidate number

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Surname

Forename(s)

Candidate signature

I declare this is my own work.

A-level LAW

Paper 3A Contract

Monday 12 June 2023

Morning

Time allowed: 2 hours

Materials

- You will need no other materials.

Instructions

- Use black ink or black ball-point pen.
- Fill in the boxes at the top of this page.
- Answer **all** questions. You must answer the questions in the spaces provided. Do **not** write on blank pages.
- If you need extra space for your answer(s), use the lined pages at the end of this book. Write the question number against your answer(s).
- Do all rough work in this book. Cross through any work you do not want to be marked.
- Questions should be answered in continuous prose. Give reasoned answers. Where appropriate, make reference to cases, statutes and examples.

Information

- The marks for questions are shown in brackets.
- The maximum mark for this paper is 100.

For Examiner's Use	
Question	Mark
1–5	
6	
7	
8	
9	
10	
11	
TOTAL	



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IB/G/Jun23/E6

7162/3A

Answer **all** questions in the spaces provided.

Only **one** answer per question is allowed.

For each question completely fill in the circle alongside the appropriate answer.

CORRECT METHOD



WRONG METHODS



If you want to change your answer you must cross out your original answer as shown.



If you wish to return to an answer previously crossed out, ring the answer you now wish to select as shown.



0 1

Select the **false** statement about the effect of the Consumer Rights Act 2015 (CRA) on a contract for services.

[1 mark]

- A** The CRA creates a right to a price reduction in some circumstances if the service does not comply with the requirements of the contract.
- B** The CRA creates a right to a repeat performance in some circumstances if the service does not comply with the requirements of the contract.
- C** The CRA imposes a term requiring performance of the service with absolute care and skill.
- D** The CRA imposes a term requiring performance of the service within a reasonable time.

0 2

Select the **true** statement about a term which attempts to exclude or limit liability for breach of the 'satisfactory quality' requirement in a consumer contract for supply of goods (Consumer Rights Act 2015 s9).

[1 mark]

- A** Liability can be excluded if the term is validly incorporated into the contract.
- B** Liability can be excluded or limited if the term is reasonable.
- C** Liability can be limited but not excluded.
- D** Liability cannot be excluded or limited.



0 3 Which of the following **best** describes what happens in an action for breach of contract?

[1 mark]

- A** The claimant prosecutes the defendant.
- B** The claimant sues the defendant.
- C** The Crown prosecutes the defendant.
- D** The Crown sues the defendant.

0 4 Which of the following **best** describes where the rules of contract law can be found?

[1 mark]

- A** Entirely in common law.
- B** Entirely in statute law.
- C** In neither common law nor statute law.
- D** Partly in common law and partly in statute law.

0 5 In the context of a statutory instrument (a form of delegated legislation), what does the term 'ultra vires' mean?

[1 mark]

- A** The statutory instrument cannot be challenged in court.
- B** The statutory instrument can only be enacted by Parliament.
- C** The statutory instrument has gone beyond the powers granted by Parliament to make laws.
- D** The statutory instrument only applies outside the United Kingdom.

5

Turn over for the next question

Turn over ►



0	6
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Explain **two** ways in which the law tries to achieve judicial independence.

[5 marks]

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0 7

Asif had a contract with Belle. Seven days before performance was due, Asif informed Belle that he did not intend to perform his obligations under the contract. Belle did not accept Asif’s refusal to perform and continued to prepare for performance of her own obligations. This included spending £500 necessary to carry out those obligations. Asif never did perform his obligations under the contract. Subsequently, Belle sued for damages for breach of contract, including the £500 that she had spent.

Taking into account the rules on anticipatory breach of contract, suggest why a court will probably include the £500 in an award of damages to Belle.

[5 marks]

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0 8

Cora placed an advertisement in a local newspaper, which stated, ‘For sale: racing bike, £800; gym weights, £400.’ In response, Del sent a text message to Cora: ‘What would you say to £1000 for the bike and the weights?’ Cora replied, ‘I will think about it but prefer to sell separately.’

Three days later, when he had not heard from Cora, Del bought a racing bike from someone else. The day after, Del was surprised to get a message from Cora which read, “I accept your offer of £1000 for both the bike and the weights. Ring me to arrange collection.” Del told Cora that he was no longer interested in the bike or the weights.

Referring to the rules on agreement in formation of contract, advise Cora of any rights and remedies that she may have against Del.

[10 marks]



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In Question 10 you are required to provide an extended answer which shows a clear, logical and sustained line of reasoning leading to a valid conclusion.

1 0

Ezra was given an expensive shirt as a present but he did not like the colour, so he decided to sell it. Fred asked Ezra if the material was cotton because he did not like shirts that creased excessively. Ezra knew that the shirt packet stated, 'Made from 100% natural fibres'. He believed that this meant cotton. So Ezra confidently assured Fred that the shirt was made from cotton. Fred bought the shirt for £80. Fred then discovered that it was made from a blend of cotton and linen which could crease badly whilst being worn. Fred wanted to return the shirt to Ezra and get his money back.

Greta had recently bought land to extend the grounds of her house. She arranged for Fred, a landscape gardener, to design and create a new large garden on the land for a fee of £20 000. Greta paid £5000 immediately, the remainder to be paid on completion. Fred spent £7000 on materials and had partly completed the work when heavy rain, forecast for some months, resulted in serious flooding. The flooding damaged Greta's house so severely that it would have to be demolished. However, the garden area of land was largely unaffected.

Consider Fred's rights and remedies against Ezra in connection with the shirt. Having regard to the flooding and the expected demolition of Greta's house, consider the rights and remedies of Fred and Greta in connection with the contract for the design and creation of the garden.

[30 marks]



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In Question 11 you are required to provide an extended answer which shows a clear, logical and sustained line of reasoning leading to a valid conclusion.

1 | 1

Karol was a professional gardener. He agreed to carry out a significant amount of work in the garden of Lewis, a neighbour with whom Karol often had a drink. In return, Lewis promised to give Karol a £10 gift voucher. Karol failed to do the agreed garden work.

Two months ago, Lewis's sister, Mandy, had given him a new garden barbecue as a birthday present. Mandy had bought the barbecue from NiceCook Ltd, a well-known cooking equipment shop. Mandy asked NiceCook Ltd to send the barbecue directly to Lewis and to include a note wishing Lewis many happy barbecues. When Lewis first used the barbecue, he was disappointed to note that the paint on the lid was noticeably scratched. In addition, much of the food Lewis prepared was undercooked because the barbecue was unable to reach the correct temperature.

Consider the rights and remedies of Lewis against Karol in relation to the work **and** consider the rights and remedies of Lewis against NiceCook Ltd in relation to the barbecue.

In respect of a consumer contract for the supply of goods, assess whether the Consumer Rights Act 2015 is successful in balancing the interests of traders and consumers.

[30 marks]

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Extra space _____

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ANSWER IN THE SPACES PROVIDED**



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Question number	Additional page, if required. Write the question numbers in the left-hand margin.
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