**Contract Law**

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| **Question** | **Answer** |
| In deciding cases in contract law, the courts will: | Look to the decisions made in previous cases on *like facts* |
| Which of the following sets out the five traditional elements of a valid contract? | Offer, acceptance, consideration, intention to be legally bound, certainty of terms. |
| Which of the following statements is the most accurate description of an Offer? | A statement of specified terms which be legally binding should it be accepted as proposed |
| An invitation to treat is | A non-binding approach to negotiation or discuss future contractual possibilities |
| A-Company Ltd sends Brian a brochure with details of widgets which are for sale at £15 each. Which one of the following is correct? | This constitutes an invitation to treat by A Ltd. |
| What is the general rule about when acceptance takes place? | When it is received by the offeror. |
| Where the party accepting seeks to add terms to the agreement it will considered to be | A counteroffer |
| Which of the following does the law as set out by Carlill v Carbolic Smokeball Company **NOT** support? | An advertisement is a counter offer |
| The "postal rules" apply: | Where it is appropriate to make an acceptance by post, and the letter has been addressed and posted correctly |
| In contract law, which of the following best defines "consideration"? | A benefit given by one party or detriment suffered by the another. |
| Which of the following statements correctly explains the reason why it is legally possible to buy a failing football club for £1 | Consideration must be sufficient in the eyes of the law, but it does not need to be adequate |
| The terms of a contract are | The detailed obligations which the parties have agreed upon |
| A contract may contain the following types of term: | All of the above *\*i.e: conditions, warranties, and innominate terms* |
| A valid contract will be recognised as binding | Under the Civil law |
| A breach of contract will **generally** lead the courts to require the failing party to | Pay damages |
| What is meant by the “cost of cure” when assessing damages? | The cost of remedying the defective performance. |
| If there is a change in circumstances so that continued performance of a contractual obligation would be radically different from what the parties anticipated, it may well be that the contract has been discharged by: | Frustration |
| A force majeure clause: | All of the above *\*i.e; reduces the likelihood of contractual disputes, reduces the likelihood of a frustrating event occurring, and is typically drafted very broadly* |
| For a misrepresentation to be In an actionable and thus protected by the law | The misrepresentation must have induced the party to enter into the contract |
| Undue influence relates to: | A third party inappropriately pressurising somebody to enter into a contract with somebody else |

**Intellectual Property**

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| **Question** | **Answer** |
| A patent: | Can protect the technical results of inventive research and development |
| In order to be granted a patent application must satisfy which validity requirements? | All of the above \**i.e. the invention must not already form part of the state of the art, it must be a non-obvious invention, it must be industrially applicable* |
| For a patent to be granted, the application must disclose: | Enough information that the invention can be worked by a skilled person |
| The claims section of a patent application define the extent of: | The extent of protection that is granted |
| A patent effective in the UK cannot be granted: | By the US patent office |
| Patents can (normally) last for a maximum of: | 20 years |
| A patent will not be granted if there is a lack of novelty. Novelty means: | The invention is not already in the public domain |
| The inventive step requirement is met by: | A technological advance which would have been non-obvious to a skilled person in the relevant art |
| A work of art is unlikely to be afforded patent protection because | It is incapable of industrial application |
| Copyright protects: | The form of expression not the underlying idea |
| Copyright subsists on: | Creation (in a material form) of a literary, dramatic or musical work |
| Copyright in a literary work normally lasts for: | Life of the creator plus 70 years |
| Moral rights refer to: | The protection of a creators prestige in their work where copyright has passed to another party |
| The law may automatically afford protection to a person’s ideas via the law of: | Confidentiality |
| In order for a Trade Secret to be protected by the law of confidentiality: | All of the above \**i.e. the information must posess the necessary quality of confidence, it must be disclosed in circumstances imposing an obligation of confidence, there must be (or a real threat of) an unauthorised disclosure* |
| Trade Marks: | Prevent traders using another person’s Trade Mark to mislead the public about the source of origin of goods or services |
| A Trade Mark is comprised of a sign which must be: | Capable of distinguishing goods or services of one undertaking from those of other undertakings |
| In order to be granted, a Trade Mark must: | Be capable of distinguishing goods or services |
| Passing off is a common law action in tort that protects: | The goodwill or reputation of one trading concern from damage caused by the misrepresentation(s) of another |
| The following types of Intellectual Property require registration for the law to afford them protection: | Patents, Registered Trade Marks |

**The Law of Tort**

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| **Question** | **Answer** |
| The law of tort is found in the: | Civil law |
| The tort of negligence is based on the notion that a person | Should not cause harm to their neighbour |
| For a claim in negligence to be successful, the following elements must be shown: | A duty of care, breach, harm, causation, foreseeability |
| A duty of care arises | Where sufficient proximity exists between one person and another |
| The *Caparo* test for establishing a new duty of care requires that three factors be taken into account. Which of the following is **not** included in these factors? | Morality |
| The main function of the ‘duty of care’ in negligence is to: | Ensure that the scope of the law does not extend too widely |
| Pure economic loss | Is generally not claimable under the tort of negligence aside from in cases of negligent misstatement |
| The idea of the ‘reasonable person’ in the tort of negligence means that: | The views of the court as to whether the act was negligent is significant in determining the level of care required |
| The ‘but for’ test for finding causation may be defined as: | But for the defendant’s negligence, the damage would not have occurred |
| Which of the following does not potentially offer a full defence to a finding of negligence resulting in the defendant being ‘not liable’ for any harm caused? | Where the claimant’s own negligent actions has contributed to the harm caused |

**Environmental Law and Regulations**

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| **Question** | **Answer** |
| The case study of the Buncefield fire exemplifies: | All of the above *\*i.e. The complexity of environmental problems, the variety of legal avenues which fall under the umbrella term of environmental law, the multitude of harms that may be caused by polluting activites* |
| Environment Law is based on the following principles: | Precautionary principle, prevention principle, polluter pays principle, proximity principle |
| Environmental law is found in the following | UK legislation, UK common law, EU legislation, and international treaties |
| A key development in the use of environmental regulation in the UK was the introduction of the Clean Air Act in 1956. This legislation was introduced in response to a deadly smog in London caused by: | The use of coal as a domestic fuel |
| Which of the following may be described as traditional ‘command and control’ regulation? | Emissions standards |
| A criticism of traditional ‘command and control’ regulation is that: | It fails to encourage polluters to do any more than meet the basic requirements set within the regulation |
| Standardised environmental permits | All of the above *\*i.e. Are used by regulators for those less complex or serious polluting activities, simplify the application process is simpler as the exact requirements of the permit will be known by the applicant in advance of the application being made, are used to reduce the administrative burden upon regulators* |
| Under the environmental permitting regime, public consultation is: | Not required for ‘variations’ to permitted activities |
| The Waste Duty of Care is found in | The Environmental Protection Act 1990 |
| Producers of pollution may use the law relating to trespass in order to prevent environmental activists from protesting on their land. The law on trespass is mainly found within | The civil law |