

Please write clearly in	n block capitals.	
Centre number	Candidate number	
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Candidate signature	I declare this is my own work.	
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A-level **LAW**

Paper 3A Contract

Monday 15 June 2020

Afternoon

Time allowed: 2 hours

Question

TOTAL

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.
- Do all rough work in this book. Cross through any work you do not want to be marked.
- 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).
- Questions should be answered in continuous prose. Give reasoned answers. Where appropriate, make reference to cases, statutes and examples.

1–5	
6	
7	
8	
9	
10	
11	

For Examiner's Use

Mark

Information

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



		Answer all questions in the spaces provided.	
Only or	ne a	answer per question is allowed.	
For eac	ch c	uestion completely fill in the circle alongside the appropriate answe	er.
CORRECT	MET	HOD WRONG METHODS	
If you w	van	t to change your answer you must cross out your original answer as	s shown.
If you w as show		to return to an answer previously crossed out, ring the answer you	now wish to select
0 1	Se	elect the false statement about offer and acceptance in contract.	[1 mark]
	A	An acceptance always has to be communicated.	0
	В	An offer made to a named person can be accepted only by that person.	0
	С	An offeror cannot impose acceptance on an offeree based solely on the offeree's silence.	0
	D	An offeror cannot withdraw an offer once it has been accepted.	0
0 2	Se	elect the true statement about formation of contract.	[1 mark]
	A	Agreements are not enforceable unless both parties provide something of equal value.	0
	В	Agreements between friends are not legally enforceable.	0
	С	Commercial agreements are always legally enforceable.	0
	D	Contracts can come into existence where only one party makes a promise.	0



0 3	Select the true statement about judges in civil cases.	[1 mark]	outside t
	A Circuit judges mainly hear appeal cases.	0	
	B Court of Appeal judges try some cases and hear appeals in others.	0	
	C District judges try small claims cases in the County Court.	0	
	D Supreme Court judges hear appeals on issues of fact and law.	0	
0 4	Select the false statement about the independence of the judiciary.	[1 mark]	
	A It is difficult to remove superior judges from office.	0	
	B Judges cannot be sued for their decisions in cases, even if they make mistakes.	0	
	C Judges do not take part in cases in which they have any personal interest.	0	
	D The Lord Chancellor is the only government minister allowed to influence the decision of a judge in a case.	0	
0 5	Delegated legislation in the form of statutory instruments is subject to va Select the true statement about controls on statutory instruments.	rious controls. [1 mark]	
	A court can rewrite a statutory instrument if it decides that it was issued beyond the powers available to the minister.	0	
	B A statutory instrument issued by a local council has to be approved by a government minister.	0	
	C Many statutory instruments become law unless Parliament votes to reject them within a specified time (usually 40 days) of being issued.	0	
	D The Scrutiny Committee has the power to stop any proposed statutory instrument from becoming law.	0	5



	ons why a large amount of late one of your reasons.	[5 r
Extra space		



0	7

Ash bought a television from Bigmedia Store and gave it to her mother, Carol, as a birthday present. The television never worked properly and Carol wanted to exchange it for another one.

Ash bought the television. Bigmedia Store.	Suggest why Carol would probably have no rights ag	jainst
Diginiodia Giore.		[5 marks
Extra space		

Turn over for the next question



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Evan wanted to restore his very old car to a condition as good as new. He was desperate to win first prize (a large sum of money) in a national competition involving old cars which was to take place in two months' time. He agreed to pay Felix, an expert in restoring cars, £4000 to do the work.

After one month, when much of the car was in pieces and much work remained to be done, Felix told Evan that he would not complete the work unless Evan paid an extra £1000. Very worried that the car would not be ready in time for the competition, Evan agreed to pay the extra money. However, when the work on the car was finished, Evan refused to pay the extra £1000 and only paid the £4000 originally agreed.

[10 marks]



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10

	In Question 09 you are required to provide an extended answer which shows a clear, logical and sustained line of reasoning leading to a valid conclusion.
0 9	Traditionally, law operated in society to ensure freedom of contract.
	Examine the concept of freedom of contract. Discuss the extent to which the effect of the Consumer Rights Act 2015 on the contractual relationship between traders and consumers is in conflict with freedom of contract.
	[15 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

Maya wanted to make extensive alterations to the interior of a building she owned. She asked for price quotations from a number of workmen. Eventually, she chose Nev to do the work. Nev's price was not the cheapest but Maya was impressed by his experience and, especially, by the photos of his earlier work that he showed her. Maya later discovered that, although Nev was experienced in the relevant kind of work, the photos that he had shown to her were of someone else's work. Maya immediately 'cancelled' the contract with Nev just before work was due to begin.

Maya agreed to pay Oscar £40 000 to replace a number of windows in another building that she owned. The sum of £8000 was payable immediately and the remainder on completion of the work. Oscar spent £5000 on materials and did part of the work, to a value of £10 000. Then, a fire caused by poor electrical wiring severely damaged the building and Oscar had to stop work. Part of the building had to be demolished but the remainder could still be used. However, Maya had to change her plans for the use of the building and the windows would no longer be suitable.

Consider whether Maya was entitled to 'cancel' the contract with Nev. Consider the rights and duties of Maya and Oscar in consequence of the damage to the building, and what

remedies may be available to each of them.

[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

Jax heard that Ivy was selling her fridge, so he texted her, 'I'll take your fridge for £80.' Ivy texted back, 'How about £95?' When she heard nothing from Jax for three days, Ivy texted again, 'OK. A deal at £80 then.' Jax did not reply and Ivy later heard that he had bought a fridge from someone else.

Jax wanted to make improvements to a flat that he intended to move into soon. He bought kitchen cupboards from Kentstore for £12 000 and employed a kitchen-fitter to install them. When he inspected the kitchen after two weeks, he was satisfied with the work done by the kitchen-fitter but very upset to find that some of the cupboards supplied by Kentstore were of a different design from those ordered. Additionally, some cupboards were much larger than the size ordered and left much less space in the kitchen than expected. One wall cupboard seemed too weak to hold the kitchen items he had planned to store in it. Kentstore rejected Jax's complaints.

Consider whether Ivy has any rights in contract against Jax in connection with the fridge. Consider the rights and remedies of Jax against Kentstore in connection with the cupboards.

Assess what options are open to Jax to pay for any legal advice and representation that

may be needed in his dispute with Kentstore.	[30 marks]





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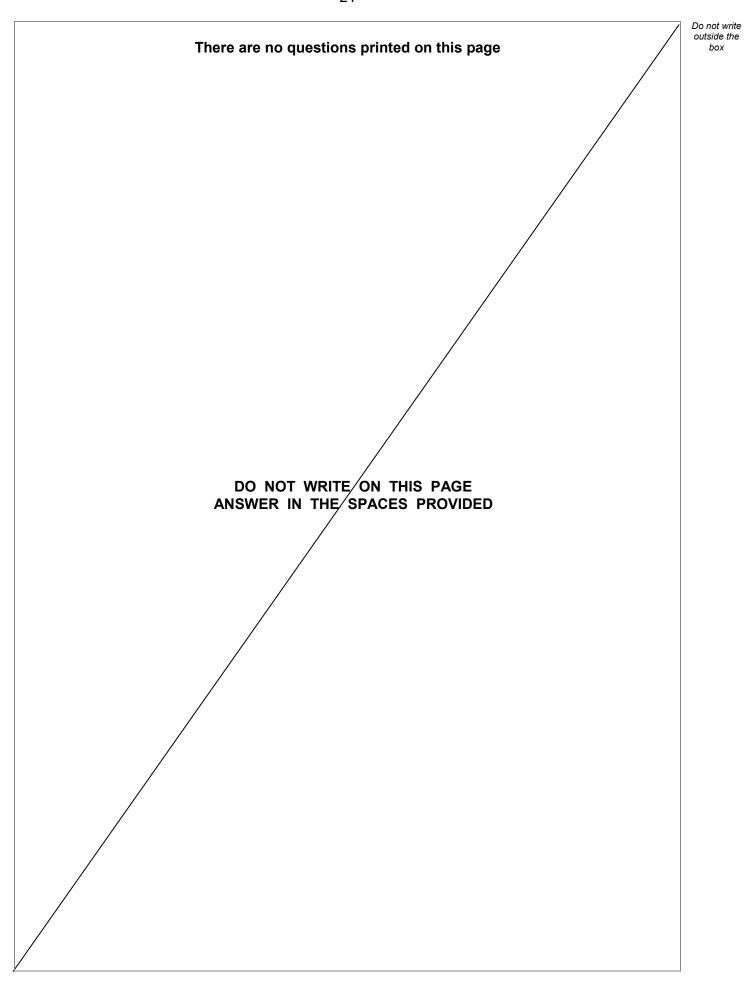


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END OF QUESTIONS







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