



clearly and can distinguish between them. Candidates who answered this part of the question well discussed revocation and withdrawal of the offer, rejection of the offer, making a counter-offer, lapse of time etc.

Part (c) of the question focused on the postal rule and it was clear which candidates understood the general requirements of acceptance and that as an exception to these general rules, acceptance under the postal rule takes place at the time when the communication has been posted. Acceptance can therefore take place if it was correctly addressed to the offeror, even if it is not received by them.

**Q3** Only 6 candidates attempted this question with marks ranging from 1 - 6.

Some candidates discussed the general provisions of the Consumer Rights Act 2015, which did not relate to guarantees and would have been better selecting a different question to answer.

To obtain a good mark in this question, candidates needed to be familiar with the requirements of Section 30(2) of the Consumer Rights Act 2015, which defines guarantees. Guarantees are undertakings given to a consumer without extra charge by a person acting in the course of their

sustained loss, such as in *Ruxley Electronics and Construction Ltd v Forsyth* [1996] and the economic difference between what was received and what should have been received. Reliance losses enable the party to claim for wasted expenditure if no loss has been incurred or can be proven, and the expenditure is in the reasonable contemplation of the parties. Candidates then needed to discuss the statement and whether they agree with it. T

## Section B

- Q7** This was the least popular Section B question, with 18 candidates choosing to answer it. Marks achieved were 6 – 23.

This question focused on assessing the candidate's knowledge of unfair contract terms under Part 2 of the Consumer Rights Act 2015. There were some very good answers to parts of this question, which clearly demonstrated a good level of knowledge and application, even under examination conditions. With a question such as this, candidates need to have a methodical approach to answering all aspects of the question to obtain maximum marks. Some candidates only addressed the terms and did not address the issues raised in the text above and below the terms or talked about unfair terms generally and did not address the issues raised in the email scenario.

