OCR
RECOGNISING ACHIEVEMENT

GCE

Law

Advanced GCE

Unit **G156:** Law of Contract Special Study

Mark Scheme for January 2013

Oxford Cambridge and RSA Examinations

OCR (Oxford Cambridge and RSA) is a leading UK awarding body, providing a wide range of qualifications to meet the needs of candidates of all ages and abilities. OCR qualifications include AS/A Levels, Diplomas, GCSEs, Cambridge Nationals, Cambridge Technicals, Functional Skills, Key Skills, Entry Level qualifications, NVQs and vocational qualifications in areas such as IT, business, languages, teaching/training, administration and secretarial skills.

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This mark scheme is published as an aid to teachers and students, to indicate the requirements of the examination. It shows the basis on which marks were awarded by examiners. It does not indicate the details of the discussions which took place at an examiners' meeting before marking commenced.

All examiners are instructed that alternative correct answers and unexpected approaches in candidates' scripts must be given marks that fairly reflect the relevant knowledge and skills demonstrated.

Mark schemes should be read in conjunction with the published question papers and the report on the examination.

OCR will not enter into any discussion or correspondence in connection with this mark scheme.

Annotations

Annotation	Meaning
	AO1
	AO2 (Q2)
	Critical Point (Q1 and Q3)/Developed case (Q2)
	Synopticism (Q2)
	Linked case (Q1)/Link to source (Q2)
	Bald case (Q2)/Conclusion (Q3)
	AP 1 (Q1 and Q3)
	AP 2 (Q1 and Q3)
	AP 3 (Q1 and Q3)
	AP 4 (Q1 and Q3)
	AP 5 or above (Q1 and Q3), Conclusion (Q2)
	Repetition/or ‘noted’ where a case has already been used in the response
	Not relevant / vague
	Not correct

Before you commence **marking each question** you must ensure that you are familiar with the following:

- the requirements of the specification
- these instructions
- the exam questions (found in the exam paper which will have been emailed to you along with this document)
- levels of assessment criteria *1 (found in the 'Levels of Assessment' grid at the back of this document)
- question specific indicative content given in the 'Answer' column*2
- question specific guidance given in 'Guidance' column*3
- the 'practice' scripts*4 provided in Scoris and accompanying comment where provided.

*1 The levels of assessment criteria (found in the 'Levels of Assessment' grid) reflect the expectation of achievement for each Assessment Objective at every level.

*2 The indicative content in the 'Answer' column provides details of points that candidates **may** be likely to make. It is **not** exhaustive or prescriptive and points not included in the indicative content, but which are valid within the context of the question, are to be credited. Similarly, it is possible for candidates to achieve top level marks without citing all the points suggested in the scheme.

*3 Included in the 'Guidance' column are the number of marks available for each assessment objective contained within the question. It also includes 'characteristics' which a response in a particular level is **likely** to demonstrate. For example, "a level 4 response is likely to include accurate reference to all 5 stages of x with supporting detail and an accurate link to the source". In some instances an answer may not display all of the 'characteristics' detailed for a level but may still achieve the level nonetheless.

*4 The 'practice' scripts are live scripts which have been chosen by the Principal Examiner (and senior examining team). These scripts will represent most types of responses which you will encounter. The marks awarded to them and accompanying commentary (which you can see by changing the view to 'definitive marks') will demonstrate how the levels of assessment criteria and marking guidance should be applied.

As already stated, neither the indicative content, 'characteristics' or practice scripts are prescriptive and/or exhaustive. It is imperative that you remember at all times that a response which:

- differs from examples within the practice scripts; or,
- includes valid points not listed within the indicative content; or,
- does not demonstrate the 'characteristics' for a level

may still achieve the same level and mark as a response which does all or some of this. Where you consider this to be the case you should discuss the candidate's response with your supervisor to ensure consistent application of the mark scheme.

Awarding Assessment Objectives 1 and 2

To award the level for the AO1 or AO2 (some questions may contain both AO1 and AO2 marks) use the levels of assessment criteria **and** the guidance contained within the mark scheme to establish which level the response achieves. As per point 10 of the above marking instructions, when determining which **level** to award start at the **highest*** level and work down until you reach the level that matches the answer.

Once you have established the correct level to award to the response you need to determine the mark within the level. The marks available for each level differ between questions. Details of how many marks are available per level are provided in the Guidance column. Where there is more than one mark available within a level you will need to assess where the response 'sits' within that level. Guidance on how to award marks within a level is provided below with the key point being that you start at the **middle*** of each level and work outwards until you reach the **mark** that the response achieves.

Answers, which contain no relevant material at all, should receive no marks.

For answers marked by levels of response:
a. **To determine the level** – start at the highest level and work down until you reach the level that matches the answer
b. **To determine the mark within the level**, consider the following:

Descriptor	Award mark
On the borderline of this level and the one below	At bottom of level
Just enough achievement on balance for this level	Above bottom and either below middle or at middle of level (depending on number of marks available)
Meets the criteria but with some slight inconsistency	Above middle and either below top of level or at middle of level (depending on number of marks available)
Consistently meets the criteria for this level	At top of level

Awarding Assessment Objective 3

AO3 marks are awarded based on the marks achieved for either AO1, AO2 or in some cases, the total of AO1 and AO2. You must refer to each question's mark scheme for details of how to calculate the AO3 mark.

Blank pages and missed answers

Sometimes candidates will skip a few pages in their answer booklet and then continue their answer. To be sure you have not missed any candidate response when you come to mark the last question in the script you must check every page of the script and annotate any blank pages with:

You must also check any additional items eg A, A1 etc. This will demonstrate that every page of a script has been checked.

<table>
<tr><th colspan="3">Question</th><th>Answer</th><th>Marks</th><th>Guidance</th></tr>
<tr><td>1*</td><td></td><td></td><td>Potential answers may:

Assessment Objective 2 – Analysis, evaluation and application

CP Explain that the House of Lords allowed Mason's appeal holding that the restraint of trade clause in this employer-employee contract was drawn much too geographically widely than was reasonably necessary to protect the business's interests.
LC Link this case with another relevant case for development such as: Nordenfelt, Herbert Morris Ltd v Saxelby, Littlewoods v Harris, Lyne-Pirkis v Jones, Office Angels v Rainer-Thomas, Lapthorne v Eurofi, Goldman v Goldsoll, Fitch v Dewes, Schroeder
AP1 Analysing why HL reached their opinions (nature of LI, ability to trade all supporting the time/substance scope but not space)
AP2 It is a good example of the blue-pencil test being applied (non-severable as integral to the clause)
AP3 Lord Moulton specifically refuses to construe the clause more narrowly for policy reasons
AP4 The court saw the clause was intended to be punitive rather than protective (credit contrary to public policy/protection of weak/paternalism/unequal bargaining)
AP5 It is a good example of how geographical limits are scrutinised by reference to actual interest to be protected
AP6 The courts tend to prefer solicitation covenants rather than area covenants in this type of situation
AP7 Consider any other relevant analytical comment.</td><td>12</td><td><table><tr><th>AO2 Levels</th><th>AO2 Marks</th></tr><tr><td>5</td><td>11–12</td></tr><tr><td>4</td><td>9–10</td></tr><tr><td>3</td><td>7–8</td></tr><tr><td>2</td><td>4–6</td></tr><tr><td>1</td><td>1–3</td></tr></table>
CP – Max 3 marks
Linked to the material point/ratio – 1 mark is available for that facts of the case but these are not essential to get full marks. An accurate source and line reference is adequate for the facts of the case to receive the one mark. Where given, the ratio of the case needs to be given an AO2 slant to get a mark
AP – Max 6 marks for any Applied Point(s)
These may be six single points, three points which are developed, two points which are well-developed or a combination of these up to a maximum of 6 marks
LC – Max 3 marks for a relevant, linked case
The case must be linked for a particular point. Marks can be achieved as follows, for example: 1 mark for the name of the case, 1 mark for some development and 1 mark for a link to the question</td></tr>
<tr><td></td><td></td><td></td><td>Assessment Objective 3 – Communication and presentation

Present logical and coherent arguments and communicate relevant material in a clear and effective manner using appropriate legal terminology. Reward grammar, punctuation and spelling.</td><td>4</td><td><table><tr><th>AO2 Marks</th><th>AO3 Mark</th></tr><tr><td>10–12</td><td>4</td></tr><tr><td>7–9</td><td>3</td></tr><tr><td>4–6</td><td>2</td></tr><tr><td>1–3</td><td>1</td></tr></table></td></tr>
</table>

<table>
<tr><th colspan="3">Question</th><th>Answer</th><th>Marks</th><th>Guidance</th></tr>
<tr><td>2*</td><td></td><td></td><td>Potential answers may:

Assessment Objective 1 – Knowledge and understanding

Explain the basic rules regarding restraint of trade in contract law:
• The restraint of trade doctrine is a common law control of clauses which limit the economic liberty of the contracting party
• A number of situations are accepted as being subject to the doctrine but the list is not closed: Esso Petroleum v Harper's Garage
- Sale of a business and its goodwill Nordenfelt v Maxim Nordenfelt
- Post-employment restrictions Mason v Provident Clothing, Herbert Morris v Saxelby, Office Angels v Rainer-Thomas
- Exclusive dealing arrangements / 'Solus' contracts Esso, Alec Lobb v Total Oil, A Schroeder Music Publishing v Macaulay
- Cartels (principally under statutory regulation – Competition Act 1988; TFEU Arts 101, 102)
- Trade Union agreements (Trade Union and Labour Relations (Consolidation) Act 1992)
• RoT clauses are prima facie void due to being contrary to public policy but may be enforceable if they protect a legitimate interest and are reasonable in the interests of the parties and the public Nordenfelt
• The reasonableness is judged at the time of contracting Shell UK v Lostock Garage
• The covenantee eg employer has the burden to prove that it is reasonable in the interests of the parties Mason, the covenantor eg employee then has the burden to prove that it is unreasonable in the interests of the public Herbert Morris
• Consideration is relevant to the question of reasonableness Nordenfelt</td><td>16</td><td><table><tr><th>AO1 Levels</th><th>AO1 Marks</th></tr><tr><td>5</td><td>14–16</td></tr><tr><td>4</td><td>11–13</td></tr><tr><td>3</td><td>8–10</td></tr><tr><td>2</td><td>5–7</td></tr><tr><td>1</td><td>1–4</td></tr></table>
Level 5
Responses are unlikely to achieve level 5 without wide ranging, accurate detailed knowledge with a clear and confident understanding of relevant concepts and principles of the law in this area. This would include wide ranging, developed explanations and wide ranging, developed definitions of this area of law to include statutory/common law provisions, where relevant. Responses are unlikely to achieve level 5 without including 8 relevant cases of which 6 are developed*. Responses are likely to use material both from within the pre-release materials (LNK) and from beyond the pre-release materials which have a specific link to the area of law.

Level 4
Responses are unlikely to achieve level 4 without good, well-developed knowledge with a clear understanding of the relevant concepts and principles of the law in this area. This would include good explanations and good definitions of this area of law to include statutory/common law provisions, where relevant. Responses are unlikely to achieve level 4 without including 6 relevant cases, 4 of which will be developed*.</td></tr>
</table>

Question			Answer	Marks	Guidance
			• Relative bargaining strength is relevant to the question of reasonableness *A Schroeder Music Publishing* • Restraints will only be enforceable if they protect a legitimate interest. This could be for example: not competing with the purchaser of your business, client lists, confidential information, trade secrets *Faccenda Chicken v Fowler, Commercial Plastics v Vincent* • The nature and scope of the legitimate interest being protected is relevant to the question of reasonableness *British Reinforced Concrete Engineering Co v Schelff, Societa Esplosivi Industriali SpA v Ordnance Technologies* • Reasonableness is decided on a case by case basis *Esso, Alec Lobb* • Reasonableness depends on the geographical extent and duration of the restraint *Nordenfelt* • The courts may *Home Counties Dairies Ltd v Skilton, Arbuthnot Fund Managers v Nigel Rawlings* or may not *Lyne-Pirkis v Jones* choose to interpret a widely drawn clause to make it enforceable. • The courts may remove an unenforceable element of a restraint of trade clause only if it is clearly severable (the 'Blue Pencil Test') *Nordenfelt, Mason, Littlewoods v Harris*.		**Level 3** Responses are unlikely to achieve level 3 without adequate knowledge showing reasonable understanding of the relevant concepts and principles of the law in this area. This would include adequate explanations and adequate definitions of this area of law to include statutory/common law provisions, where relevant. Responses are unlikely to achieve level 3 without including 4 relevant cases, 2 of which will be developed*. **Level 2** Responses are unlikely to achieve level 2 without limited knowledge showing general understanding of the relevant concepts and principles of the law in this area. This would include limited explanations and limited definitions of this area of law. Responses are unlikely to achieve level 2 without 2 relevant cases, neither of which are required to be developed. **Level 1** Responses are unlikely to achieve level 1 without very limited knowledge of the basic concepts and principles of the law in this area. This would include very limited explanations and very limited definitions of this area of law. Responses are not required to discuss any cases. *Developed = case name + facts (minimal) or ratio (minimal)

<table>
<tr><th colspan="3">Question</th><th>Answer</th><th>Marks</th><th>Guidance</th></tr>
<tr><td></td><td></td><td></td><td>Assessment Objective 2 – Analysis, evaluation and application

Discuss the extent to which, if at all, the courts' development of the law on restraint of trade has interfered too much with parties' freedom of contract. Points may include:
• Historically the pendulum has swung between extremes and currently settles in a more moderate position
- In early legal history, the courts had a blanket ban on these clauses – very interventionist
- At the height of the laissez-faire era, they took a lighter approach leaving it almost entirely to the parties
- The current approach is a balance between those two positions – void as a matter of public policy but subject to the reasonableness tests
• The fact that it is rare for a clause to be reasonable to the parties but unreasonable to the public may suggest the courts are not excessively interventionist
• This is a rare example of an area in which the courts will use the 'public interest' as a reason to regulate contract terms. Does this suggest an unusual level of intervention?
• Some commentators have described the law as 'paternalist' and implicitly suggest it is excessively interventionist
• The vast majority of contracts involve de facto restraint but are not subject to regulation. This could justify arguments for and against the statement
• The legitimate interest test is a good limit on the powers and suggests they are not too interventionist
• The courts' intervention has been justified by an inequality of bargaining power argument
- But inequality of bargaining power is not a common justification for contract law. Does this suggest an unusual level of intervention?</td><td>14</td><td><table><tr><th>AO2 Levels</th><th>AO2 Marks</th></tr><tr><td>5</td><td>13–14</td></tr><tr><td>4</td><td>10–12</td></tr><tr><td>3</td><td>7–9</td></tr><tr><td>2</td><td>4–6</td></tr><tr><td>1</td><td>1–3</td></tr></table>
Level 5
Responses are unlikely to achieve level 5 without sophisticated analytical evaluation of the relevant areas of law, being very focused on the quote and providing a logical conclusion* with some synoptic content.

Level 4
Responses are unlikely to achieve level 4 without good analytical evaluation of the relevant areas of law and good focus on the quote.

Level 3
Responses are unlikely to achieve level 3 without adequate analytical evaluation of the relevant areas of law and limited focus on the quote.

Level 2
Responses are unlikely to achieve level 2 without at least some limited analytical evaluation of the relevant areas of law. Responses are unlikely to discuss the quote.</td></tr>
</table>

<table>
<tr><th colspan="3">Question</th><th>Answer</th><th>Marks</th><th>Guidance</th></tr>
<tr><td></td><td></td><td></td><td>
• Economic analysis would suggest that some level of restraint is in the public interest therefore, on that basis, the courts are not intervening excessively
- But the courts themselves have avoided using this analysis in their judgments
• Are some restraints more reasonable than others?
- Sale of business restraints have immediate effect and are likely to be carefully scrutinised – should they therefore be allowed to stand?
- By contrast, post-employment restraints are more distant in effect and perhaps not a priority at the time – should they be more strongly regulated?
• The courts no longer insist on adequate consideration. This is less interventionist
• The courts rejected arguments that standard form contracts are presumptively reasonable. This is more interventionist
• The courts' willingness to use the 'Blue Pencil' test suggests a interventionist approach. They are inconsistent in their use of interpretation as a solution
• The areas in which most intervention is required (cartels etc) have been regulated by UK and EU primary legislation
• Any other relevant point.
Reach any sensible conclusion.
</td><td></td><td>
Level 1
Responses are unlikely to achieve level 1 without at least some very limited analytical evaluation of the relevant areas of law. Responses are unlikely to discuss the quote.

* Conclusion – response has to provide a conclusion to answer and response must show more than 50% commitment (NB conclusion does not need to appear at end).
</td></tr>
<tr><td></td><td></td><td></td><td>
Assessment Objective 3 – Communication and presentation

Present logical and coherent arguments and communicate relevant material in a clear and effective manner using appropriate legal terminology. Reward grammar, punctuation and spelling.
</td><td>4</td><td>
<table>
<tr><th>AO1 + AO2 Marks</th><th>AO3 Mark</th></tr>
<tr><td>24–30</td><td>4</td></tr>
<tr><td>17-23</td><td>3</td></tr>
<tr><td>9-16</td><td>2</td></tr>
<tr><td>1–8</td><td>1</td></tr>
</table>
</td></tr>
</table>

<table>
<tr><th colspan="3">Question</th><th>Answer</th><th>Marks</th><th>Guidance</th></tr>
<tr><td>3</td><td></td><td></td><td>Potential answers may:

Assessment Objective 1 – Knowledge and understanding

Define the relevant rules and use any relevant cases as authorities for those rules.</td><td>10</td><td rowspan="2"><table><tr><th>Mark Levels</th><th>AO1 Marks</th><th>AO2 Marks</th></tr><tr><td>5</td><td>9–10</td><td>17–20</td></tr><tr><td>4</td><td>7–8</td><td>13–16</td></tr><tr><td>3</td><td>5–6</td><td>9–12</td></tr><tr><td>2</td><td>3–4</td><td>5–8</td></tr><tr><td>1</td><td>1–2</td><td>1–4</td></tr></table>
Marks should be awarded as follows
(per part question):

<table><tr><th>Mark Levels</th><th>(a), (b) or (c)</th></tr><tr><td>5</td><td>9–10</td></tr><tr><td>4</td><td>7–8</td></tr><tr><td>3</td><td>5–6</td></tr><tr><td>2</td><td>3–4</td></tr><tr><td>1</td><td>1–2</td></tr></table>
NB A maximum of 3 marks can be allocated for AO1 for each part question.

• Max 3 marks for the critical point (CP)
• Max 6 marks for applied points (AP)
• Max 1 mark for a logical conclusion*/assessment of the most likely outcome in terms of liability (CON)

In order to reach level 5, responses must include a discussion of the Critical Point, a relevant case and a conclusion*.

Responses are unlikely to achieve level 5 if the conclusion* is incorrect <u>and</u> contradicted by the reason offered.</td></tr>
<tr><td></td><td></td><td></td><td>Assessment Objective 2 – Analysis, Evaluation and Application

In the case of (a):
CP Identify that this is a restraint upon Andrew’s post-employment liberty
• It must protect a legitimate interest and be reasonable in the interests of the public and the parties (White v Francis, Mason v Provident Clothing, Herbert Morris v Saxelby, Office Angels v Rainer-Thomas)
• Franks’ legitimate interest centres on its local hairdressing clients (also credit trade secrets)
AP1 Show that the restraint goes further than necessary in its substantive coverage (Lyne-Pirkis v Jones).
AP2 Show that the restraint goes further than necessary in its geographical scope (Mason, Fitch v Dewes).
AP3 Show that the time-scale of the restraint would probably be seen as reasonable. (White v Francis)
AP4 Show that the unreasonable substantive element is severable but the unreasonable geographical element is not severable under the Blue Pencil test (Mason).
AP5 Show that the substantive element may be interpreted more narrowly (Home Counties)
CON that it is likely that the courts will find this clause in restraint of trade.</td><td>20</td></tr>
</table>

Question			Answer	Marks	Guidance
			In the case of **(b)**: **CP** Identify that this is a restraint imposed upon Beth as the seller of a business and its goodwill • It must protect a legitimate interest and be reasonable in the interests of the public and the parties (*Nordenfelt v Maxim Nordenfelt*). • The legitimate interest centres on mail-order cakes throughout the UK **AP1** Show that there is a legitimate interest to be protected but that the restraint goes further than necessary in its substantive coverage (*Nordenfelt*). **AP2** Show that the geographical and temporal scope of the restraint would probably be seen as reasonable. **AP3** Show that the high price paid may support a finding of reasonableness. **AP4** Show that the unreasonable elements are not severable under the Blue Pencil test (*Mason*) but the courts may (*Home Counties Dairies*) or may not (*Lyne-Pirkis*) choose to interpret the clause to find it reasonable. **CON** that it is likely that the courts will find this clause in restraint of trade. In the case of **(c)**: **CP** Identify that this is a restraint imposed on the hospital through an exclusive dealing arrangement • It must protect a legitimate interest and be reasonable in the interests of the public and the parties (*Esso Petroleum*). • Uniforms4U's legitimate interest is a function of the bargain struck with the hospital. **AP1** Show that the terms imposed upon the hospital are particularly onerous in terms of time (*A Schroeder*). **AP2** Show that the terms imposed upon the hospital are particularly onerous in terms of cost (*A Schroeder*).		* Conclusion – response has to provide a conclusion to answer and response must show more than 50% commitment (conclusion does not need to appear at end). In all cases, **L5** annotation is used for any other relevant point.

Question			Answer	Marks	Guidance
			AP3 Show that there was no obvious inequality of bargaining power which might work in Uniform4U's favour. **AP4** Show that the unreasonable elements are not severable under the Blue Pencil test (*Mason*) nor are they susceptible to interpretation **AP5** Show that it was onerous in not including any exit points (*Esso Petroleum*) **CON** that it is likely that the courts will find this clause in restraint of trade.		

APPENDIX 1

Advanced GCE Law Levels of Assessment

There are **five** levels of assessment of AOs 1 and 2 in the A2 units. The first four levels are very similar to the four levels for AS units. The addition of a fifth level reflects the expectation of higher achievement by candidates at the end of a two-year course of study. There are **four** levels of assessment of AO3 in the A2 units. The requirements and number of levels differ between AS and A2 units to reflect the expectation of higher achievement by candidates at the end of a two-year course of study.

Level	Assessment Objective 1	Assessment Objective 2	Assessment Objective 3 (*includes QWC*)
5	Wide ranging, accurate, detailed knowledge with a clear and confident understanding of relevant concepts and principles. Where appropriate candidates will be able to elaborate with wide citation of relevant statutes and case-law.	Ability to identify correctly the relevant and important points of criticism, showing good understanding of current debate and proposals for reform, **or** identify all of the relevant points of law in issue. A high level of ability to develop arguments **or** apply points of law accurately and pertinently to a given factual situation, and reach a cogent, logical and well-informed conclusion.	
4	Good, well-developed knowledge with a clear understanding of the relevant concepts and principles. Where appropriate candidates will be able to elaborate by good citation to relevant statutes and case-law.	Ability to identify and analyse issues central to the question showing some understanding of current debate and proposals for reform **or** identify most of the relevant points of law in issue. Ability to develop clear arguments **or** apply points of law clearly to a given factual situation, and reach a sensible and informed conclusion.	An accomplished presentation of logical and coherent arguments and communicates relevant material in a very clear and effective manner using appropriate legal terminology. Reward grammar, spelling and punctuation.
3	Adequate knowledge showing reasonable understanding of the relevant concepts and principles. Where appropriate candidates will be able to elaborate with some citation of relevant statutes and case-law.	Ability to analyse most of the more obvious points central to the question **or** identify the main points of law in issue. Ability to develop arguments **or** apply points of law mechanically to a given factual situation, and reach a conclusion.	A good ability to present logical and coherent arguments and communicates relevant material in a clear and effective manner using appropriate legal terminology. Reward grammar, spelling and punctuation.
2	Limited knowledge showing general understanding of the relevant concepts and principles. There will be some elaboration of the principles, and where appropriate with limited reference to relevant statutes and case-law.	Ability to explain some of the more obvious points central to the question **or** identify some of the points of law in issue. A limited ability to produce arguments based on their material **or** limited ability to apply points of law to a given factual situation but without a clear focus or conclusion.	An adequate ability to present logical and coherent arguments and communicates relevant material in a reasonably clear and effective manner using appropriate legal terminology. Reward grammar, spelling and punctuation.
1	Very limited knowledge of the basic concepts and principles. There will be limited points of detail, but accurate citation of relevant statutes and case-law will not be expected.	Ability to explain at least one of the simpler points central to the question or identify at least one of the points of law in issue. The approach may be uncritical and/or unselective.	A limited attempt to present logical and coherent arguments and communicates relevant material in a limited manner using some appropriate legal terminology. Reward grammar, spelling and punctuation.

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