



Prifysgol Cymru
Y Drindod Dewi Sant
University of Wales
Trinity Saint David

LEVEL 5 ASSESSMENT SPECIFICATION

Student Name:	Elea Nur Batrisyia Binti Kamaru Azman	Student ID Number:	2321901
Programme:	Bachelor Of Business Administration (Hons.) In Marketing		
Module:	Contract Law		
Module Code:	BMLW5017	Contribution to Overall Module Assessment (%):	50%
Lecturer:	Laura Knight	Internal Verifier:	Zita Draper
Assignment Title:	Letter of Advice on Formation of Contract	Word Count (or Equivalent):	2000 words
Submission Deadline:	23:59 on Friday 7/3/25	Return Date of Provisional Marks & Written Feedback:	4/4/25
Submission Method:	All written assessments, where practical and possible, must be submitted via Turnitin unless otherwise instructed by the Lecturer. (Please DO NOT put this assessment specification into Turnitin or it will match many similarities with other students' submissions.) Alternative submission method (if applicable): Late submission of the assessment will result in a late penalty mark: Work which is submitted up to 1 week late will be capped at 40% for the first attempt and will be awarded a mark of 0% for re-assessment. Late submission penalties may be lifted only if there is an approved extenuating circumstances claim. Work submitted more than 1 week late will be considered as a non-submission and will not be marked. The work may be considered as a submission for reassessment if offered by an Examining Board or if there is an approved extenuating circumstances claim.		
Academic Honesty / Referencing:	Academic honesty is required. In the main body of your submission, you must give credit to authors on whose research and ideas your work is based. Append to your submission a reference list that indicates the books, articles, etc. that you have used, cited or quoted in order to complete this assessment.		

STUDENT FEEDBACK FORM

This section details the *extent* to which the assessment criteria are demonstrated by you, which in turn determines your mark. The marks available for each category of skill are shown. Lecturers will use the space provided to comment on the achievement of the task(s), including those areas in which you have performed well and areas that would benefit from development/improvement.

Generic Assessment Criteria	Marks available	Marks awarded
1. Engagement with Literature Skills		
	25	
2. Knowledge and Understanding Skills		
	35	
3. Cognitive and Intellectual Skills		
	10	
4. Practical Application Skills		
	15	
5. Transferable Skills for Life and Professional Practice		
	15	

Assessment Mark (Assessment marks are subject to ratification at the Exam Board. These comments and marks are to give feedback on module work and are for guidance only until they are confirmed.)

Late Submission Penalties (tick if appropriate)

Up to 1 week late (40% Max)

Over 1 week late (0%)

%

Dear Mr. Smith,

The purpose of this letter is to officially address the apartment leasing agreement that you submitted, which will begin being effective on September 1, 2025. Following my acceptance of your offer and confirmation via email, I have already delivered the money that was specified within the agreement. On the other hand, I later learned that you had chosen to lease the house to a different individual when you were presented with a more favourable offer. The purpose of this letter is to provide guidance on our agreement, your responsibilities and the potential outcomes that may result from your actions in accordance with English Contract Law. In the case that a contract is violated, I will determine whether or not a valid contract was made, present examples of circumstances that are comparable to the one being discussed and explain the potential remedies that may be pursued.

1. The Elements of Contract Formation

A legally valid contract must have five fundamental elements which are offer, acceptance, consideration, intention to create legal relations and capacity to contract. These elements are called the “Five Essential Elements”. Making a formal statement of intent to enter into a contract that is legally binding is what is known as an offer. In order to accept an offer, one must express unambiguous assent to the conditions of the offer. Consideration is the term used to describe the transaction of a valued object between the parties. In order for the agreement to effectively create legal connections, it is necessary for the parties to have intended for it to be legally binding. When entering into a contract, both parties are required to have the legal capacity to do so. It is possible for a contract to be declared null and invalid if any of its components are missing. However, as can be seen in the following image, each of these five elements is present here.

2. Was There an Offer?

An offer is a proposition that, if accepted, implies a desire to enter into a legally enforceable agreement (*Carlill v. Carbolic Smoke Ball Co* [1893] 1 QB 256). An offer is made when the proposal is accepted. The promise that you made verbally to lease the property to me for a monthly rent of £500 beginning on September 1, 2025 is legally binding. According to the official confirmation of the offer that you submitted, the monthly rent is £500 and the first of September, 2025 is the day that I am permitted to move in. Kindly indicate that you are in agreement. This email serves as confirmation that your offer is not only accurate but also definite. As a result of the existence of specific written documentation of the agreement, the law acknowledges both verbal and written offers. According to the precedent that was set in *Gibson v. Manchester City Council* [1979] 1 WLR 294, in order for an offer to be legally enforceable, it must be both clear and complete. This precedent is pertinent to our case as well. Your email demonstrates that the offer was offered in good faith.

3. Was There an Acceptance?

It is of the utmost importance to notify the offeror of an emphatic acceptance. However, in order for it to be considered unqualified, it must be unambiguous and in accordance with the conditions of the offer. When a person has communicated with the offeror, it was held in the case of *Felthouse v. Bindley* [1862] EWHC CP J35 that the individual's silence did not represent acceptance of the offer. My answer to the email was the emphatic assurance, "I agree to the terms". Prior to the end of the week, I will have made the payment for the deposit. In the case of *Entores Ltd. v. Miles Far East Corporation* [1955] EWCA Civ 3, this answer may be considered a genuine acceptance since it was expressed in a clear and unambiguous manner, it corresponded with the standards that were established, and it followed to the rules of legal communication in the format of an email. By sending an email expressing my approval, I was able to fully satisfy the legal conditions for a legally binding agreement.

4. Was There a Consideration?

It was established in the case of *Currie v. Misa* [1875] LR 10 Ex 153 that in order for a contract to be lawful, the parties necessary to the contract must exchange consideration. In this particular instance, I reaffirmed my commitment by sending a deposit and agreeing to agree to a monthly rental payment of £500 in exchange for housing. According to the view of the court (*Chappell & Co Ltd v Nestlé Co Ltd* [1960] AC 87), a little sum of money might be considered to be a valid kind of consideration. As a result, I hereby confirm that the payment of the deposit constitutes the establishment of a contractual relationship.

5. Was There an Intention to Create Legal Relations?

A presumption of legal enforceability in commercial contracts was established by the decision that was handed down in the case of *Edwards v. Skyways Ltd.* [1964] 1 WLR 349. As a result of your formal recognition of the rental conditions and my deposit payment, which represents a financial commitment, as well as the fact that this is a rental transaction rather than a casual arrangement, this conclusion has been reached. Determining duties that could be maintained in a court of law was the goal of this endeavour.

6. Was There a Capacity to Contract?

I am an adult student who is above the age of 18 and I am legally entitled to sign a tenancy agreement. You, on the other hand, are a property owner who is completely capable of entering into a rental contract. Hence, we both possess the legal ability to contract. Given that both parties were able to fulfil their obligations, this makes the agreement more enforceable.

7. Conclusion and The Potential Legal Implications

When it comes to landlord-tenant relationships, it is vital to take into consideration elements that go beyond legal requirements. Changing the conditions of the rental agreement after it has been accepted is unethical and maybe illegal. After the Consumer Rights Act was passed into law in 2015, the courts have begun to put a greater focus on problems pertaining to the fairness of commercial agreements.

The fulfilment of all the essential elements resulted in the establishment of a legally binding agreement. It is possible to make a legally enforceable contract since all of the required components are present. These components include an offer, acceptance, consideration, intention to create legal relations and capacity to contract. In the case of *Dick Bentley Productions Ltd. v. Harold Smith (Motors) Ltd.* (1976) 1 WLR 317, it was determined that you had broken a basic provision of the contract by leasing the unit to another party without first consulting with the other party. Among the many results that may occur in a court of law are the recovery of my deposit, compensation for monetary loss and compensation for specified performance. It is possible for a party to be forced to carry out its contractual obligations by the use of specific performance, which is an equitable remedy (*Beswick v. Beswick* [1968] AC 58). In the event that I commence legal actions, the court may order you to behave in accordance with the initial agreement and hand over control of the house to me. The case of *Hadley v. Baxendale* [1854] EWHC Exch J70 demonstrates that I have the legal right to claim monetary damages that are comparable to the difference in rent if your breach requires me to rent a more costly property. In order to avoid allegations of unfair enrichment, it is imperative that you promptly repay my investment in accordance with the principles of contract law (*Lipkin Gorman v. Karpnale Ltd.* [1991] 2 AC 548).

Given the aforementioned ethical and legal considerations, I humbly urge that you either continue with the rental as planned or promptly refund my money, or at the very least, offer a written answer within seven (7) days to explain your stance. In the event that you do not reply or settle the situation in a fair manner, I may file a claim for specific performance or contact the local housing authority about unfair renting practices. I eagerly await your answer and I have high hopes that we will be able to handle this matter in a peaceful manner.

Best regards,

Jane

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