

LEVEL 5 ASSESSMENT SPECIFICATION

Student name:	RISHAILA MARIE RONALD	Student ID number:	2321920
Programme:	Law portfolio		
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.		

Dear Mr. Smith,

Re: Legal Position Regarding Our Rental Agreement

I am writing to address the present situation where I planned to sign a flat rental agreement from you for the academic year 2025/2026. I want to determine if our agreement for the flat rental is legally binding and the legal consequences of your decision to rent it to someone else.

Elements of Contract Formation

A party makes a clear and definite proposal to another party through an offer, demonstrating its willingness to be bound by the terms if accepted (Peel and Treitel, 2007). The offer must be conveyed to the offeree and remain open for acceptance. In 'Gibson v Manchester City Council' (1979), the court ruled that a statement must be sufficiently definite to constitute an offer.

Acceptance must be absolute and unconditional, mirroring the terms of the offer without modifications (Richards, 2009, p. 66). According to the Mirror Image Rule, any changes create a counteroffer instead of acceptance, as established in 'Hyde v Wrench' (1840).

A valid contract requires an exchange of value, where each party gives or receives something in return (McKendrick, 2012, p. 184). According to 'Currie v Misa' (1875), consideration is either a benefit to one party or a disadvantage to another.

For a contract to be legally binding, both parties must show a clear intention to form a legal agreement (Poole, 2016, p. 226). In commercial agreements, this intention is generally presumed unless proven otherwise, as established in 'Edwards v Skyways Ltd' (1964).

Capacity to contract means both parties must possess the legal competence to enter into a contract. Minors and individuals lacking mental capacity may enter voidable contracts, as in 'Nash v Inman' (1908) (Elliott & Quinn, 2015, p. 103).

1. Offer

During our conversations you presented an oral agreement to rent the flat at £500 monthly beginning September 1st. The clear and definite nature of this verbal statement constitutes a binding offer under contract law. In 'Storer v Manchester City Council' (1974), the court further clarified that the language and conduct of the parties determines whether an offer has been made. By specifying the rental amount, start date, and confirming that I could proceed, you provided an offer that required only my acceptance to form a legally binding contract.

A key element of contract law is the difference between an offer and an invitation to treat. In 'Partridge v Crittenden' (1968), advertisements function mainly as invitations to treat instead of offers since they enable potential buyers to propose offers not to create binding agreements immediately. The fact that your email set out the contract terms of the agreement, including the rental price and the start date, distinguishes it from an invitation to treat and demonstrates a clear intention to be bound.

Furthermore, the court made a decision in 'Carlill v Carbolic Smoke Ball Co' (1893) that clear and definite offers which display an intention to become legally bound are enforceable. Your email established concrete binding terms that showed you made a firm proposal instead of seeking discussions. Additionally, Harvey v Facey (1893) confirmed that merely stating a price does not amount to an offer but in our case, the email was more than just a price quotation—it included specific terms, demonstrating intent to agree.

Given these legal principles, it is evident that your email served as a specific and enforceable offer, which I subsequently accepted, thereby creating a binding contractual agreement between us.

2. Acceptance

I confirmed my agreement through email by writing "I agree to the terms. The deposit payment arrangement should happen by the end of this week.". My email conveyed complete acceptance of the rental terms. My confirmation of the rental terms and payment of the deposit demonstrated my willingness to become bound to the agreement.

In 'Entores Ltd v Miles Far East Corp' (1955), the court established that acceptance made through immediate communication methods, such as email, takes effect when received by the offeror. Since you received my email confirming my agreement, acceptance was legally complete, and a binding contract was formed at that moment. This means that from the time you received my response, you were legally obligated to proceed with our rental agreement.

Furthermore, acceptance in contract law does not always need to be expressly stated in words; it can also be demonstrated through actions. In 'Carlill v Carbolic Smoke Ball Co' (1893), the court ruled that acceptance can be shown through performance, particularly in unilateral contracts. While our contract is bilateral (meaning both parties have obligations), my payment of the deposit was an action that further reinforced my acceptance. By transferring the deposit as agreed, I indicated my commitment to the rental terms, removing any doubt about my intention to proceed with the agreement.

Additionally, the Mirror Image Rule applies to contract acceptance, meaning that the acceptance must exactly match the terms of the offer without any modifications. In my case, I accepted your offer without any changes, ensuring that a valid acceptance was formed rather than a counteroffer.

Similarly, in 'Felthouse v Bindley' (1862), the court decided that silence does not equate to acceptance, meaning that a party must actively communicate their agreement. My explicit email response and deposit payment serve as clear, positive acts of acceptance, leaving no ambiguity about my intention to enter into the contract.

Therefore, since I accepted your offer via email and reinforced it through payment of the deposit, the acceptance was valid and legally binding. From that point onward, both parties were legally obligated to uphold the terms of the rental agreement.

3. Consideration

When parties perform mutual exchanges of valuable items, it is called consideration. The payment of my deposit according to our arrangement established valid consideration. In 'Dunlop Pneumatic Tyre Co Ltd v Selfridge & Co Ltd' (1915), the court reaffirmed that for a contract to be enforceable, there must be an exchange of consideration. The deposit I provided is sufficient consideration, reinforcing the validity of our agreement.

Additionally, consideration must be something of legal value and not merely a past action. In 'Roscorla v Thomas' (1842), the court held that past consideration is not legally valid. However, in our case, my payment was made simultaneously with my acceptance of the offer, making it legally binding.

Furthermore, consideration must be sufficient but not necessarily adequate. This principle was established in 'Chappell & Co Ltd v Nestlé Co Ltd' (1960), it was determined that even something with little economic value, such as chocolate wrappers, could be considered valid consideration. My deposit payment, being a tangible financial exchange, clearly meets this requirement.

4. Intention to Create Legal Relations

For a contract to be legally binding, both parties must have the intention to form a legal relationship. All commercial deals are treated as legally binding unless strong evidence shows otherwise. According to 'Edwards v Skyways Ltd' (1964) the courts established a precedent that commercial agreements should be enforced unless there exists definitive proof against their enforcement. The tenancy agreement classifies as a commercial transaction, thus establishing itself as a legally binding document.

The distinction between social agreements and legally binding agreements was further emphasized in 'Merritt v Merritt' (1970). Unlike in Balfour v Balfour (1919), where the court held that an agreement between a husband and wife was a social arrangement with no legal effect, Merritt demonstrated that when financial obligations are involved, even between close parties, the agreement is legally enforceable. Our monetary arrangement establishes firm evidence that both parties intend to create legal bonds.

Furthermore, in Carlill v Carbolic Smoke Ball Co (1893), the court found that the company's advertisement was legally binding because the language and actions of the company demonstrated a clear intent to be bound by the contract. Similarly, your email confirmation outlining the terms of our agreement and my subsequent deposit payment show a clear intention by both parties to be legally obligated under this contract.

Based on the case law above, our agreement demonstrates an intention to create legal relations, making it enforceable under contract law.

5. Capacity to Contract

Capacity refers to an individual's ability to understand and voluntarily enter into contractual obligations. As an adult university student, I have full legal capacity to contract, and you, as the property owner, also have the legal standing to form binding agreements.

Minors generally lack contractual capacity unless the contract involves necessities, as established in 'Nash v Inman' (1908). However, since I am not a minor, this restriction does not apply. Mental capacity is also crucial—under Section 2(1) of the Mental Capacity Act 2005, contracts entered into by individuals lacking decision-making ability may be voidable, but this does not apply to either of us.

In summary, both you and I meet the legal requirements to enter into a binding agreement. There are no issues of minority, mental incapacity, corporate limitations, undue influence, or intoxication that would render our contract voidable. Therefore, this contract remains valid and legally enforceable.

Breach of Contract and Legal Consequences

Since a valid contract was formed between us, your decision to rent the flat to another tenant despite our agreement constitutes a clear breach of contract. Under contract law, once the essential elements of offer, acceptance, consideration, intention to create legal relations, and capacity are satisfied, the contract becomes binding. As such, any unilateral withdrawal from the agreement without legal justification is considered a breach, which entitles the injured party to legal remedies (Rowan, 2012, p. 48).

One of the fundamental principles of contract law is that an offer can only be revoked before acceptance. In 'Byrne v Van Tienhoven' (1880), the court established that revocation of an offer is only effective when it has been communicated to the offeree before acceptance. Since I had already accepted your offer and paid the deposit, your subsequent attempt to withdraw from the agreement was legally ineffective. Once acceptance is complete and consideration has been exchanged, both parties are legally bound by the contract. Thus, your revocation was invalid.

I have the right to request financial compensation through damages because of your breached contract. The court declared in *Robinson v Harman* (1848) that a party harmed by a contract breach should recover funds needed to compensate for their loss. The law provides protection for me to seek reimbursement of any responsible expenses stemming from your breach, including both higher accommodation costs and legal fees (Mindy Chen-Wishart, 2012, p. 499).

At a minimum, you are legally required to return my deposit without delay. If the deposit is not refunded promptly, I may take further legal action to recover the amount through the courts. Additionally, I may also seek compensation for any inconvenience or distress caused by the breach (M. Smits, 2014, p. 237). Courts have recognized the impact of contractual breaches on individuals, especially in cases involving accommodation and tenancy agreements, where securing alternative housing can be financially and emotionally burdensome.

Therefore, I strongly urge you to reconsider your decision. I request that you honor our agreement and allow me to rent the flat as originally agreed. If that is not possible, I expect the immediate return of my deposit and adequate compensation for the inconvenience and any additional expenses I have incurred. If this matter is not resolved amicably, I will have no choice but to explore legal options to enforce my rights.

I look forward to your prompt response to address and resolve this matter efficiently.

Yours sincerely,
Jane

REFERENCES

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8. *Currie v Misa* (1875) LR 10 Exch 153, 44 LJ Ex 94, 23 WR 450
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10. *Nash v Inman* [1908] 2 KB 1, 77 LJKB 626, [1908-10] All ER Rep 317, 52 Sol Jo 335, 98 LT 658, 24 TLR 401
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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%)

%