

LEVEL 5 ASSESSMENT SPECIFICATION

Student name:	NUR ARESSA AMRI BINTI SHAFUL AMRI	Student ID number:	2321916
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,

I hope this letter finds you well. I am writing this to discuss the recent exchange we had regarding the potential renting agreement under your ownership. During my enrollment, I planned to rent a flat for the academic year of 2025/2026, and I assumed we had established an agreement. However, you then leased the flat to someone else which made me question the legal standing of our agreement.

A legally binding contract operates through full comprehension of essential elements for forming binding pacts. The essential core of any binding agreement includes offer, acceptance, consideration, intention to create legal relations and capacity.

The first element is offer, which is an open and specified promise because this demonstrates the offeror's commitment to binding themselves when the recipient accepts the conditions (Peel, 2015, p. 334). I first found your flat on an online listing, which is considered as an invitation to treat in a form of advertisement. Although a contract was not formed then, I did view the flat and from there you made an official offer to rent the flat at £500 beginning September 1st 2025 by verbal communication. The email communication served to present the rental conditions and request confirmation from me as a renter.

This offer was reinforced in your email correspondence where you stated:

“Sure, the rent is £500 per month, and you can move in on September 1st, 2025.
Please confirm if you agree.”

‘Carlill v Carbolic Smoke Ball Co’ (1893) established how important legal recognition applies to offers. An offer that shows clear wording and intends to create binding legal obligations can become legally enforceable. The court established that any person who makes an offer must maintain it after receiving unconditional acceptance. Your email satisfied both legal requirements of an offer because it stated the price agreement along with the start date and requested my acceptance. The court in ‘Gibson v Manchester City Council’ (1979) established that any offer needs explicit clearness along with

precise definition because invitations to treat lack binding force. The explicit agreement statement in your message exceeded being an invitation to treat by forming a concrete offer for my acceptance.

The second element of forming a contract is acceptance, which must be clear, unconditional and communicated (Richards, 2009, P.66). Each aspect offered under the initial terms of the offer needs complete duplication during unconditional acceptance following the mirror image rule. My response through email, stating:

“I agree to the terms. I will arrange the deposit payment by the end of this week.” I communicate my complete acceptance for all elements specified in the offered terms. During that instance the acceptance took place without conditions which resulted in the formation of a binding contract. The law acknowledges electronic communication as standard for final acceptance according to ‘Beta Computers (Europe) Ltd v Adobe Systems (Europe) Ltd’ (1996) which states that instant electronic exchanges lead to valid acceptance upon receipt. The legally binding agreement became established as my acceptance was made through electronic channels. The ‘Entores Ltd v Miles Far East Corporation’ (1955) established regulations that communicated acceptance need to be effective and reachable by the offeror. My email-based acceptance transfer met all required legal elements since it reached you instantly.

A contract's third essential requirement is consideration since it describes the valuable items that each party provides (McKendrick, 2012, p.184). The rental property stands as the contractual subject matched with my promise to observe lease terms and the exchange of payment through rent and deposit funds. The landlord granted permission for me to live in the flat which you owned while I provided rent as well as respecting all terms stated in the agreement. A deposit payment serves as strong evidence for my proper fulfillment of contractual obligations through consideration.

The ‘Currie v Misa’ (1875) judgment required consideration to carry either a benefit which helps one party or a detriment which results in losses for the other party. The funds I lost when making my deposit payment comply with the requirement under

consideration law. The enforceability of the contract results from my provision of consideration. According to 'Chappell & Co Ltd v Nestle Co Ltd' (1960) sufficient consideration satisfies this requirement rather than needing to be adequate. The money I put down acted as adequate consideration regardless of being less than the full amount of rent.

A contract requires intention to create legal relations, meaning that all parties demonstrate their willingness to become bound under law in order to establish validity (Poole, 2016, p.177). The law demands this condition to establish agreements as binding legal obligations that cannot be made casually by either party. The existence of a legal purpose behind two parties' agreement serves as the essential standard between formal commitments and ordinary casual promises. Legal enforceability of agreements is considered solid under commercial and formal circumstances especially in tenancy contracts. Commercial transactions generate financial responsibilities between parties thus it remains logical that both sides plan to be legally responsible for their contractual commitments.

The authority on this element stems from 'Edwards v Skyways Ltd' (1964). The court established a principle that commercial contracts automatically create legal obligations until one party shows convincing evidence against their validity. Under the terms of our rental agreement this legal presumption comes into play. This has established legal binding rights and obligations through its property rental agreements. Since both rent payments and occupancy rights appear within the arrangement it confirms that all parties intended to abide by the agreement.

Your follow-up email that provides details about terms in the agreement makes the contract assumption stronger. 'RTS Flexible Systems Ltd v Molkerei Alois Müller GmbH & Co KG' (2010) established that the Supreme Court of the UK views written negotiations and clear terms as sufficient to create binding agreements alongside formal documentation. The court made a presumption regarding legal intent in commercial contexts during its decision in 'Esso Petroleum Ltd v Commissioners of Customs and

Excise' (1976). The provider of your service can enforce the rental agreement because your communication establishes the key terms including price and start date and confirmation requirement without mentioning non-binding status. By renting the flat to another tenant you have violated your contract therefore granting me the right to seek legal actions.

The essential requirement for a legal contract involves capacity since both parties need to possess valid contractual abilities (Bix, 2013, pp.50–51). Capacity represents the legal ability to enter contracts so people need to maintain an unaltered state of mind and not use substances while also respecting the minimum age requirements for agreement validity. A party who lacks capacity makes contracts susceptible to being declared unenforceable or voidable.

Among the most important judicial decisions about capacity stands 'Nash v Inman' (1908). According to court rulings, minors do not need to honor non-essential contracts based on their purchase of waistcoats since they already possess sufficient clothing. The legal framework recognizes that young people under 18 years old can sign contracts exclusively for necessary items which include food as well as shelter and clothing. The contract needs to fit within this category or else it gains no legal power to force the enforcement on the minor. The legal safeguard which protects young people from unfair binding in contracts prevents them from accepting obligations they cannot properly understand.

However, being a university student older than eighteen I meet the requirements of the law which allows me to enter into contracts . This assigns adult individuals full legal responsibility to enforce all their contracts which become legally binding from the moment they reach adulthood. Due to my legal adulthood and mental competence I can freely sign this rental agreement without any doubt.

Your status as homeowner along with other parties grants you the right to enter valid contracts. The law grants premises owners the power to sublet their buildings through

binding agreements with tenants. Since we both fulfill the capacity requirements of entering into a contract this establishes an irrevocable and binding agreement between us.

Since a legally binding contract exists due to fulfilling all five required elements, your choice to let another occupant reside in the flat amounts to contractual breach. The failure of a contracting party to meet their responsibilities features as a breach which occurs without valid excuse.

Your email of granting the flat rental to another tenant who paid a higher rent price opposes your contractual obligations. Accepting this agreement under contractual law requires our company and you to fulfill all set conditions in our agreement.

Through 'Dickinson v Dodds' (1876) it became established law that offerors may rescind offers prior to acceptance yet lose this right following acceptance together with consideration becoming effective. Your inability to rescind the agreement becomes invalid once you accepted my offer and transferred the deposit funds because you provided consideration.

After supplying consideration, the opposing party in 'Williams v Roffey Bros & Nicholls (Contractors) Ltd' (1991) gained the right to stay bound by their contract. The payment made serves to demonstrate my performance capabilities under the agreement which strengthens the contractual enforcement power.

The breach of contract by you allows me to pursue available legal remedies for recovering losses and damage and inconvenience. The violation of a legally binding agreement enables the harmed party to use available legal procedures so they can enforce the contract or receive compensation for the identified damages. This legal scenario reveals two accepted remedies that apply to contract law, specific performance and damages.

A possible legal recourse exists through specific performance when a court directs obligated parties to meet their contractual duties. This equitable remedy stands as one of the main legal actions for scenarios where financial compensation fails to address the situation especially when dealing with unique goods and real estate properties. A court would most likely choose specific performance as the suitable remedy for rental properties because each one has distinctive location features and pricing structures and unique benefits. The court would require you to execute the rental agreement according to the original terms to ensure my contractual benefits despite your choice to lease the flat elsewhere. Specific performance applies most notably to situations where someone properly depended on the agreement and faces difficulties obtaining similar accommodation.

Alternatively, I would pursue financial compensation through damages to address the money I lost because of this contract breach. Damages serve to restore the injured party to their original position that would have existed if the contract performed their duties according to agreement. My damages from this breach consist of retrieving my deposit money alongside costs for different accommodation and reasonable costs that were caused by your failure to meet our contract terms. According to the 'Hadley v Baxendale' (1854) decision, courts establish that parties can recover damages which naturally stem from a breach or align with foreseeable losses at the time of contracting.

With the legal principles established I ask you to reconsider your decision and maintain our contract agreement. I will consider legal intervention to enforce the contract unless this situation receives proper resolution.

I look forward to your response at the earliest of convenience.

Sincerely,

Jane.

References

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2. *Gibson v Manchester City Council* [1979] 1 All ER 972
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6. *CHAPPELL & CO. LTD. AND ANOTHER APPELLANTS; AND NESTLE CO. LTD. AND ANOTHER RESPONDENTS*. [1960] A.C. 87
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15. Poole, J. (2016). *Casebook on contract law*. 13th ed. Oxford: Oxford University Press, p.177.
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17. Treitel, G.H. (2015). *The law of contract*. 14th ed. London: Sweet & Maxwell, p.334.
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19. Solène Rowan and Oxford University Press (2013). *Remedies for breach of contract : a comparative analysis of the protection of performance*. Oxford ; New York: Oxford University Press.
20. Ewan Mckendrick and Nili Cohen (2005). *Comparative remedies for breach of contract*. Portland, Or.: Hart.

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%)		