THIS IS THE EXAM.

Section a- Quality management: TQM! Need a case study or 2 for TQM to relate it to.

or CSR focus upon different viewpoints businesses have on CSR. Some live and die by CSR some
don’t.

Section b- Contract law: explain seven elements needed for legally bidding contract. Analyse the
case study and explain possible legal outcome.

or Tort law: explain the steps in a negligence claim. Analyse the case study and explain possible
legal outcomes.

criminal law: when a judge makes a ruling ‘beyond a reasonable doubt’ evidence has to be defi-
nite.

civil law is businesses vs businesses or people vs people to win a negligence case its ‘the balance
of probability’ (51% v 49%). Common law look at previous cases to influence judgement. Jury= 12
people

tort law is all about negligence= dispute with neighbours not against the state. Trying to find a legal
reminds in the form of money.

7 ELEMENTS OF A LEGALLY BINDING CONTRACT ALL HAVE TO BE PRESENT:

1. Agreement: anything about the future isn't valid neither is could be this or that (jargon) have to
be precise. & Acceptance can be verbal, written. Silent is not valid. (Felthouse v. Bindley
(1863)) In Scotland when buying a house a verbal contract is legal. Can be hard to prove in
court

2. Consideration: Every contract must be supported by consideration form both parties (take the
contract away, look over it)

3. Intention to be legally binding: has to be legal, domestic partnerships if you are married or di-
vorced different rules. For example if someone is underage cannot continue with contract. must
align with laws.

4. Form of the contract: Sale of Land, Bills of exchange and cheques, hire purchase and con-
sumer credit agreements, transfer of shares in company, legal assignment of debts. All of these
have to be in writing

5. Capacity: Any contract with minors are not legal. only for education, apprenticeships. Both par-
ties must have the right capacity to enter the contract. If someone lies about their job qualifica-
tions and aren't qualified they don't have the capacity to do that job.

6. Certainty (Genuineness of consent): Contracts will not be enforceable if the terms are not cer-
tain. Terms and conditions (Scammell v Ouston (1941))

7. Legality (Discharge of the contract) links into number 3: commercial contract assumed to be
legally binding. theres 4 ways to discharge a contract: Performance (cannot perform), agree-