

## Principles of business Law

2000 word scenario essay – 50%

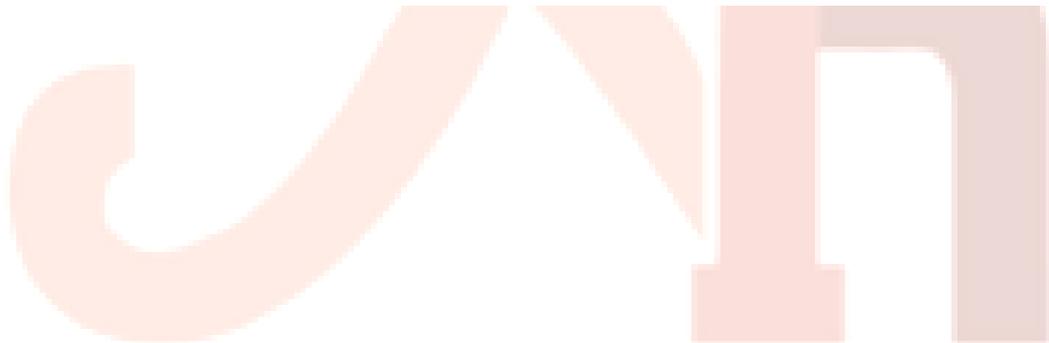
You will be given several Case Studies and asked to comment on them from a legal perspective.

### **Guidance on answering assessment questions:**

In order to produce a good piece of work in this assignment you are expected to demonstrate a broad understanding of the relationship between law and business and how the English Legal System regulates business activities. In particular, you should be able to discuss case scenarios and be able to solve problems relating to contract and tort law using previous cases as precedents and/or relevant legislation.

As the assessment comprises an essay to be written under several broad topics, it may not be necessary to provide a general introduction and conclusion. The beginning of each section should, however, outline a general introduction to the task with the objective of providing a contextual background to the areas of discussion to follow. Each section should end with a short conclusion which provides an answer to the specific question(s) raised in the task.

***Relevant cases (precedents) and legislation are required as a basis for all arguments and conclusions.***



# Scenarios

## **Task 1**

You wish to set up your own business in Stratford, East London. Explain which business organization you would choose, and how the law would affect your business when it commences. **(20 marks)**

## **Task 2**

Naseem, who has begun to work as a market trader, bought several items from Rashid, a market trader who is retiring. Naseem has experienced the following problems with the items bought:

- A. The Mercedes van which Rashid sold for £2000 has proven to be totally unroadworthy. When Naseem took the van to the mechanic workshop for repair he was told the engine was actually a Mitsubishi engine which was liable to break down at any time
- B. Naseem bought Rashid's stock, including a box labelled *Casio Digital Watches*. When Naseem displayed the watches for sale, his customers pointed out that the watches were not digital watches
- C. A tarpaulin which Naseem bought has been seized by the police because, unknown to Rashid, it was one of a consignment stolen from the manufacturer. Naseem has asked Rashid for a refund.
- D. Naseem has agreed with Rashid to pay for the items by instalments. The contract for sale includes a clause: "*all instalments must be paid by the due date*". Naseem has paid all instalments by their due date but was late for the final payment. Before he makes the final payment, however, Rashid *terminated* the agreement and sued him for damages for breach of contract.

Discuss the legal effects of these transactions **(20 marks)**

### Task 3

The Government's planned to impose a new contract on junior doctors from August 2016, which created a row between health professionals and politicians.

The contract reclassified doctors' normal working week to include Saturdays and up to 10pm every night of the week except Sunday. Doctors argued that they would lose out financially, as evenings and Saturdays would be paid at the standard rate rather than a higher rate.

The dispute escalated in the summer of 2015, as ministers said they would impose the deal, which plans also to scrap automatic annual pay rises

In November 2015, about 45,000 junior doctors in England voted overwhelmingly in favour of strike action.

Then Jeremy Hunt, the former Health Secretary, offered junior doctors an 11 per cent rise in basic pay and new safeguards to prevent them working dangerously long hours, in an attempt stop the strike.

However, proposed industrial action and subsequent discussions failed to break the deadlock and the British Medical Association has described the new contract as "*fundamentally unfair*".

With specific reference to *Hogg v Dover College* [1990] ICR 39 EAT, examine the legal implications of the proposed contract. **(30 marks)**

### Task 4

*East London Tours* has been contracted to provide an educational tour of Oxford University to a number of college students and teachers. The company provided a coach for the tour, but the driver, Ade was reckless and crashed the coach on the way to Oxford. The crash was due to Ade's dangerous driving.

Ade had instructed all the passengers to fasten their seat belts before they set off. During the journey, however, Charles, one of the teachers, had unfastened his seat belt because he felt uncomfortable. Charles was severely injured in the crash. There was evidence to show that his injuries would have been minor if he had worn his seat belt. Shanice, another teacher, was uninjured in the accident and remained seated until the paramedics arrived. She told the paramedics that she wished to leave the coach to get some fresh air. The paramedics warned Shanice that for her own safety she must not leave the coach until they had examined her. Against this advice, she attempted to exit the coach. Because the passenger door was unusable due to the collision, she used the rear door, which had a very high step down to the ground. As she was stepping down she fell and suffered a broken hip. Both Charles and Shanice are planning to sue *East London Tours* (or their insurers). Advise them of any claims they may have and any defences they may be met with.

**(30marks)**