



Ofqual QAN	600/1325/4
Quartz ID	<i>SAMPLE</i>
Qualification	Level 4 Diploma in Business

Unit ID	<i>SAMPLE</i>
Assessment	Business Law
Assessment Type	Global Assignment
Assessment Cycle	<i>SAMPLE</i>

Marking Scheme

Markers are advised that, unless a task specifies that an answer be provided in a particular form, then an answer that is correct (factually or in practical terms) **must** be given the available marks. If there is doubt as to the correctness of an answer, the relevant NCC Education materials should be the first authority.

This marking scheme has been prepared as a **guide only** to markers and there will frequently be many alternative responses which will provide a valid answer.

Each candidate's script must be fully annotated with the marker's comments (where applicable) and the marks allocated for each part of the tasks.

Throughout the marking, please credit any valid alternative point.

Candidate Name and ID:

Marker's comments:

Moderator's comments:

Mark:	Moderated mark:	Final mark:
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Penalties applied for academic malpractice:
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Important note on word counts: The word count for this assignment is 3,000 words.

Assignments which exceed the wordcount by more than 10% will be marked but markers must not read any words that exceed the 10% leeway, no marks will be awarded, and no feedback provided for any text beyond this prescribed limit. Markers must indicate on the script and in the marking breakdown the point at which the limit is reached which is, by definition, where they have stopped marking.

Task 1 – [ACs 1.3, 2.1, 2.2, 2.3] – 20 Marks

Evaluate the legal implications of David Lewis’s actions in signing a major contract without board approval. Under what circumstances can a director bind a company?

Indicative Content:

- *Under company law, particularly the Companies Act 2006, directors are agents of the company. Actions they take can bind the company if they are within their actual or apparent authority.*
- *Actual authority: Expressly given in the company's constitution or by the board.*
- *Apparent authority: When a third party reasonably believes the director has authority, based on the company’s conduct (Freeman & Lockyer v Buckhurst Park Properties [1964]).*
- *If David had no actual or apparent authority, EcoTech may argue the contract is voidable. However, if the Chinese supplier reasonably believed David had authority, EcoTech could still be bound by the contract.*

Mark Scheme

0-5 marks	6-7 marks	8-11 marks	12-13 marks	14-20 marks
<i>Little or no evaluation of the legal implications of the actions.</i>	<i>Limited evaluation of the legal implications of the actions.</i>	<i>Adequate evaluation of the legal implications of the actions.</i>	<i>Detailed evaluation of the legal implications of the actions.</i>	<i>Thorough evaluation of the legal implications of the actions.</i>
<i>Limited or no understanding of the responsibilities of a Director.</i>	<i>Basic understanding of the responsibilities of a Director.</i>	<i>Adequate understanding of the responsibilities of a Director.</i>	<i>Good understanding of the responsibilities of a Director.</i>	<i>Detailed understanding of the responsibilities of a Director.</i>
Marker's Comments/Justifications:				

Task 2 – [ACs 4.1, 4.2, 4.3] – 10 Marks

Assess Angela Green’s legal rights under UK whistleblowing laws and assess whether her dismissal could be classified as automatically unfair.

Indicative Content:

- *The Public Interest Disclosure Act 1998 (PIDA), as amended into the Employment Rights Act 1996, protects whistleblowers from dismissal and victimisation if they disclose wrongdoing in the workplace.*
- *To qualify, the disclosure must be about a criminal offence, health and safety breach, environmental damage, etc.*
- *Angela raised health and safety concerns, which qualify.*
- *If the dismissal was because of her protected disclosure, it is automatically unfair under s.103A ERA 1996, regardless of her length of service.*
- *Angela’s claim has strong merit. If she can show causation, her dismissal is likely automatically unfair under whistleblower protection laws.*

Mark Scheme

0-2 marks	3 marks	4-5 marks	6 marks	7-10 marks
<i>Little or no assessment on the legal rights of UK Whistleblowing law and other employment related laws.</i>	<i>Limited assessment on the legal rights of UK Whistleblowing law and other employment related laws.</i>	<i>Adequate assessment on the legal rights of UK Whistleblowing law and other employment related laws.</i>	<i>Good assessment on the legal rights of UK Whistleblowing law and other employment related laws.</i>	<i>Detailed assessment on the legal rights of UK Whistleblowing law and other employment related laws.</i>
Marker’s Comments/Justifications:				

Task 3 – [ACs 5.1, 5.2, 5.3, 6.1, 6.2, 6.3] – 20 Marks

Critically assess EcoTech’s liability for the injuries caused to Mr. Jones, and consider the relevance of negligence, duty of care, **and** the Consumer Protection Act 1987.

Indicative Content:

- *EcoTech owes a duty of care to its consumers to ensure its products are safe. Failing to prevent faulty batteries from reaching consumers may constitute negligence if harm was foreseeable and avoidable.*
- *Additionally, under the Consumer Protection Act 1987, manufacturers are strictly liable for defective products that cause personal injury or damage to private property, regardless of negligence.*
- *Mr. Jones can sue under both tort and statutory law. EcoTech is likely liable under the Consumer Protection Act 1987 due to the defective smartwatches.*

Mark Scheme

0-5 marks	6-7 marks	8-11 marks	12-13 marks	14-20 marks
<i>Little or no critical assessment of liability for injuries, including negligence and duty of care.</i>	<i>Limited critical assessment of liability for injuries, including negligence and duty of care.</i>	<i>Adequate critical assessment of liability for injuries, including negligence and duty of care.</i>	<i>Good critical assessment of liability for injuries, including negligence and duty of care.</i>	<i>Detailed critical assessment of liability for injuries, including negligence and duty of care.</i>
<i>Little or no consideration of the relevance of the Consumer Protection Act 1987.</i>	<i>Basic consideration of the relevance of the Consumer Protection Act 1987.</i>	<i>Adequate consideration of the relevance of the Consumer Protection Act 1987.</i>	<i>Good consideration of the relevance of the Consumer Protection Act 1987.</i>	<i>Detailed consideration of the relevance of the Consumer Protection Act 1987.</i>
Marker’s Comments/Justifications:				

Task 4 – [ACs 3.1, 3.2, 3.3] – 20 Marks

Analyse whether the cyberattack excuses EcoTech from liability under the force majeure clause in their contract with the German retailer.

Indictive Content:

- *A force majeure clause relieves parties from liability if an unforeseen event prevents contract performance. Whether it applies depends on:*
 - *The specific wording of the clause.*
 - *Whether cyberattacks are explicitly or implicitly covered.*
 - *The causal link between the event and failure to deliver.*
- *If the clause includes events like "acts of God, war, or cyber incidents," and EcoTech can prove it was directly prevented from fulfilling the contract, the clause may excuse liability.*
- *If properly drafted, the force majeure clause may protect EcoTech, but it must demonstrate the cyberattack made performance impossible, not merely difficult or costly.*

Mark Scheme

0-5 marks	6-7 marks	8-11 marks	12-13 marks	14-20 marks
<i>Little or no analysis of the liability of this business.</i>	<i>Basic analysis of the liability of this business.</i>	<i>Adequate analysis of the liability of this business.</i>	<i>Good analysis of the liability of this business.</i>	<i>Comprehensive analysis of the liability of this business.</i>
<i>Little or no evidence of understanding of force majeure.</i>	<i>Limited evidence of understanding of force majeure.</i>	<i>Adequate evidence of understanding of force majeure.</i>	<i>Good evidence of understanding of force majeure.</i>	<i>Detailed evidence of understanding of force majeure.</i>
Marker's Comments/Justifications:				

Task 5 – [ACs 7.1, 7.2, 7.3] – 10 Marks

Assess the purpose of **administration** under the Insolvency Act 1986, including what are EcoTech’s options and obligations if it becomes insolvent?

Indicative Content:

- *Administration is a process under the Insolvency Act 1986 designed to rescue a financially distressed company or achieve a better outcome for creditors than liquidation. Objectives include:*
 - *Rescuing the company as a going concern.*
 - *Achieving asset sales to repay creditors.*
- *Once a company enters administration, there is a statutory moratorium on legal actions by creditors. Directors must cease trading if insolvency is unavoidable, or they risk wrongful trading under s.214 of the Act.*
- *EcoTech should enter administration to restructure or sell the business. Directors must act in the best interest of creditors and seek professional advice.*

Mark Scheme

0-2 marks	3 marks	4-5 marks	6 marks	7-10 marks
<i>Limited or no assessment purpose of administration under the Insolvency Act 1986, including the options and obligations if it becomes insolvent.</i>	<i>Basic assessment of the purpose of administration under the Insolvency Act 1986, including the options and obligations if it becomes insolvent.</i>	<i>Adequate assessment of the purpose of administration under the Insolvency Act 1986, including the options and obligations if it becomes insolvent.</i>	<i>Good assessment of the purpose of administration under the Insolvency Act 1986, including the options and obligations if it becomes insolvent.</i>	<i>Detailed assessment of the purpose of administration under the Insolvency Act 1986, including the options and obligations if it becomes insolvent.</i>
Marker’s Comments/Justifications:				

Task 6 – [ACs 8.1, 8.2, 8.3] – 20 Marks

Analyse EcoTech’s responsibilities when trading internationally, including whether the company’s failure to comply with Indian import laws could be excused due to ignorance.

Indicative Content:

- *Under international business law, ignorance of local laws is not a valid defence. Companies engaged in cross-border trade are responsible for:*
 - *Complying with import/export regulations.*
 - *Understanding foreign legal systems.*
 - *Conducting due diligence.*
- *In this case, Indian authorities acted lawfully under their jurisdiction. EcoTech’s failure to stay updated on regulatory changes is a failure of its compliance obligations.*
- *EcoTech cannot rely on ignorance. It is responsible for ensuring regulatory compliance in every country it operates in.*

Mark Scheme

0-5 marks	6-7 marks	8-11 marks	12-13 marks	14-20 marks
<i>Presents a limited or no analysis of international trading responsibilities.</i>	<i>Presents a basic analysis of international trading responsibilities.</i>	<i>Presents an adequate analysis of international trading responsibilities.</i>	<i>Presents a good analysis of international trading responsibilities.</i>	<i>Presents an extensive analysis of international trading responsibilities.</i>
<i>Little to no understanding of international business law.</i>	<i>Limited understanding of international business law.</i>	<i>Adequate understanding of international business law.</i>	<i>Good understanding of international business law.</i>	<i>Detailed understanding of international business law.</i>
Marker’s Comments/Justifications:				

Note to markers

Please take appropriate action for any malpractice (plagiarism, collusion, referencing issues etc.) discovered as per the *AQ_28-a01_Academic Misconduct Policy* document. Please also complete and submit the *Malpractice Declaration Form*.

Learning Outcomes Matrix

Task	Learning outcomes assessed	Marker can differentiate between varying levels of achievement
1	1.3, 2.1, 2.2, 2.3	Yes
2	4.1, 4.2, 4.3	Yes
3	5.1, 5.2, 5.3, 6.1, 6.2, 6.3	Yes
4	3.1, 3.2, 3.3	Yes
5	7.1, 7.2, 7.3	Yes
6	8.1, 8.2, 8.3	Yes

Grade Descriptors

Learning Outcome	Fail	Referral	Pass	Merit	Distinction
Be able to explain different types of business organisations	Demonstrates little or no explanation different types of business organisations.	Demonstrate limited explanation different types of business organisations.	Demonstrate adequate explanation different types of business organisations.	Demonstrate good explanation different types of business organisations.	Demonstrate excellent explanation different types of business organisations.
Be able to evaluate the impact of company law in business	Demonstrates little or no evaluation the impact of company law in business.	Demonstrates limited evaluation the impact of company law in business.	Demonstrates adequate evaluation the impact of company law in business.	Demonstrates good evaluation the impact of company law in business.	Demonstrates excellent evaluation the impact of company law in business.
Be able to analyse the role of contracts in business	Demonstrates little or no analysis of the role of contracts in business.	Demonstrates limited analysis of the role of contracts in business.	Demonstrates good analysis of the role of contracts in business.	Demonstrates good analysis of the role of contracts in business.	Demonstrates excellent analysis of the role of contracts in business.
Be able to assess the need for employment contracts	Demonstrates little or no assessment of the need for employment contracts.	Demonstrates limited assessment of the need for employment contracts.	Demonstrates adequate assessment of the need for employment contracts.	Demonstrates good assessment of the need for employment contracts.	Demonstrates excellent assessment of the need for employment contracts.
Be able to analyse the role of tort law in business	Demonstrates little or no analysis of the role of tort law in business.	Demonstrates limited analysis of the role of tort law in business.	Demonstrates adequate analysis of the role of tort law in business.	Demonstrates good analysis of the role of tort law in business.	Demonstrates excellent analysis of the role of tort law in business.
Be able to assess the requirement for Consumer Protection Law in Business	Demonstrates little or no assessment of the requirement for Consumer Protection Law in Business.	Demonstrates limited assessment of the requirement for Consumer Protection Law in Business.	Demonstrates adequate assessment of the requirement for Consumer Protection Law in Business.	Demonstrates good assessment of the requirement for Consumer Protection Law in Business.	Demonstrates excellent assessment of the requirement for Consumer Protection Law in Business.
Be able to assess Bankruptcy and Debt Recovery	Demonstrates little or no assessment of Bankruptcy and Debt Recovery.	Demonstrates limited assessment of Bankruptcy and Debt Recovery.	Demonstrates adequate assessment of Bankruptcy and Debt Recovery.	Demonstrates good assessment of Bankruptcy and Debt Recovery.	Demonstrates excellent assessment of Bankruptcy and Debt Recovery.

Be able to analyse the need to adhere to International Trade Law	Demonstrates little or no analysis of the need to adhere to International Trade Law.	Demonstrates limited analysis of the need to adhere to International Trade Law.	Demonstrates adequate analysis of the need to adhere to International Trade Law.	Demonstrates good analysis of the need to adhere to International Trade Law.	Demonstrates excellent analysis of the need to adhere to International Trade Law.
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