

Business law assignment



**ASSIGN
BUSTER**

Answer all questions and sub-questions below. 2. Please observe the word limits as indicated for each question and sub- question. 3. You are advised to do research when answering questions. Please support your answers with relevant court cases and materials. We will accept any reasonable conclusion. 4. You are required to comply with the rule of academic honesty. You must acknowledge the source of ideas that you have referred to and cannot copy, word by word, from works of others. 5.

You may submit a ' group assignment'. Each group shall consist of no more than 5 students. You may form a group with fellow students of other classes. All the students in a group will be awarded the same mark. 6. You may also do the assignment by yourself and submit your answers individually. 7. The due date of this assignment is 31/3/2014 (by 5: pm) (Monday of the 128th teaching week). You are required to submit the assignment electronically by [http://www. Such. Du. Hook/verified](http://www.suchduhook.com/verified). Only one student of a group has to submit the assignment (if you submit a ' group assignment').

You would get receipt after you have done so. Kindly then fix the receipt on the hard copy of your assignment and submit the assignment to the assignment collection box marked with CATARACT at level 2, CITY Building. Question One (10 Marks) (word limits: up to 1, 300 words) Cliff is the owner of a small bakery. On 1st August, Cliff visited Super Equipment Supplier (super'). Super is a powerful corporation selling equipment of different kinds. Cliff has bought different bakery equipment from Super for his bakery 15 times in the last two years.

On this occasion, he told Delia, Super's proprietor, that he would like to buy an oven (model mentioned) for his bakery. Delia wrote down the details in a purchase order form and told him, ' Please read all the terms carefully and then sign this form. ' The form was in English and one clause, which was in large print, said that Super was not liable for any loss of its customers due to any breach of contract and there was no refund for any item purchased from it in any situation. Cliff did not understand English but he nevertheless signed the form.

When he bought bakery equipment from Super before, he had signed the same form (also in English and having the same words including the same exemption clause) on all the occasions. He had never told anyone who worked in Super that he did not understand English. On 2nd August, Cliff was delivered the oven (this was the agreed date of the delivery) and he found that it could not work. He demanded for refund from Super immediately but Delia refused. Discuss whether Cliff can get the refund from Super under contract law principles.

What would be your answer if Cliff had never dealt with Super before?

Question Two (13 Marks in total) (word limits for both parts of the question together: up to 1, 500 words) Part A (9 marks) On 1st October, Joyce visited King Dancing School (king'). Eric, the manager, told her that she would be taught by David who ' was one of the leading star dancing teachers in Hong Kong' if she became its student. In addition, the brochure of King mentioned that it is planning to give financial awards to students who perform well in class but this information was ' for reference only'.

On 1st November, Joyce enrolled in a 20-session course offered by King. The written contract that she signed with King stated that she was to be taught by David. The contract did not mention about the financial award. She bought a dancing costume from King also. Before she attended the first session, she learnt that many dancing teachers were better than David in teaching dancing and he was not well known in the industry. In addition, she found that King had no plan at all to give financial awards to students who perform well in class. Joyce felt very upset and distressed accordingly.