

# The LinksAI English law benchmark – Annexes

October 2023

## Annex A – The Marks

		GPT 3				GPT 4				Bard			
		Substance	Citations	Clarity	Total	Substance	Citations	Clarity	Total	Substance	Citations	Clarity	Total
Contract	1	0	1	1	2	0	0	1	1	2	2	1	5
	2	2	2	1	5	0	0	1	1	2	1	2	5
	3	1	1	1	3	1	1	1	3	1	1	1	3
	4	1	0	1	2	2	0	1	3	3	1	2	6
	5	0	0	1	1	0	0	0	0	2	1	2	5
IP	6	0	2	2	4	2	2	1	5	0	0	2	2
	7	2.5	2	1	5.5	1	0	0	1	3	2	1.5	6.5
	8	1	2	1	4	0	1	2	3	1	0	2	3
	9	1	2	3	4	0	1	1	2	0	0	2	2
	10	2	0	1	4	0	0	1	1	3	2	2	7
Tax	11	1	1	1	3	1	0	1	2	1	0	2	3
	12	1	0	2	3	0	1	2	3	1	0	1	2
	13	1	2	0	3	1	2	2	5	2	1	2	5
	14	3	2	3	7	3	1	2	6	3	1	0	4
	15	0	0	0	0	0	1	0	1	0	1	0	1
Privacy	16	0	0	0	0	0	0	0	0	1	0	1	2
	17	3	2	1	6	2	2	1	5	2	1	2	5
	18	2	0	1	3	2	1	2	5	2	0	2	4
	19	2	1	1	4	3	1	1	5	4	1	2	7
	20	2	1	2	5	2	1	2	5	4	1	2	7
Employment	21	3	2	2	7	3	2	2	7	3	1	2	6
	22	1	0.5	2	3.5	1	1	2	4	2	0	2	4
	23	1	2	1	4	1	2	2	5	1	0	2	3
	24	1	1	2	4	1	2	2	5	2	0	1	3
	25	2	1	2	5	1	1	2	4	1	0	2	3

		GPT 3				GPT 4				Bard			
		Substance	Citations	Clarity	Total	Substance	Citations	Clarity	Total	Substance	Citations	Clarity	Total
Corporate	26	1	1	1	3	0	1.5	1.5	3	0	1	1	2
	27	0	1	2	3	0	1.5	2	3.5	0	1	2	3
	28	0	1	2	3	2	0	2	4	2	1.5	2	5.5
	29	1	0	1	2	3	1.5	1	5.5	2	2	2	6
	30	0	1	0.5	1.5	2	1.5	2	5.5	2	0.5	2	4.5
Real Estate	31	1	1	0	2	2	1	2	5	2	1	2	5
	32	1	0	1	2	1	1	1	3	1	1	0	2
	33	1	0	1	2	1	1	1	3	1	1	1	3
	34	1	1	1	3	0	1	1	2	0	2	2	4
	35	1	1	1	3	1	1	1	3	2	2	1	5
Litigation	36	1	1	1	3	0	1	1	2	1	1	0	2
	37	0	0	2	2	0	0	1	1	1	2	2	5
	38	1	1	2	4	1	1	2	4	3	1	1	5
	39	1	0	1	2	1	0	1	2	2	1	1	4
	40	0	0	1	1	0	0	1	1	1	1	1	3
Competition	41	3	0	2	5	1	2	2	5	4	2	2	6
	42	2	2	2	6	2	0	2	4	2	1	2	5
	43	1	0	1	2	1	0	1	2	4	1	2	7
	44	3	0	1	4	2	0	1	3	4	1	2	7
	45	5	1	2	8	1	0	1	2	3	1	2	6
Banking	46	0	1	2	3	0	1	2	3	1	1	2	4
	47	0	0	2	2	0	1	2	3	2	1	2	5
	48	0	1	1	2	0.5	0	2	2.5	0.5	0	2	2.5
	49	1	0	2	3	0	1	2	3	3.5	2	2	7.5
	50	0	0	2	2	1	2	2	5	2	1	2	5
Average		1.2	0.8	1.4	3.3	1.0	0.9	1.4	3.2	1.8	0.9	1.6	4.4
% Average		23%	28%	68%	33%	20%	29%	70%	32%	37%	31%	81%	44%

Annex B – Questions & Answers

Many of the answers to these questions are wrong and lack context or nuance. They do not constitute legal advice and should not be relied on even in situations where they have received a positive mark.

Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
Contract law				
1	<p>Explain what the problem is with the clause below:</p> <p>“Each Group Company of the Customer may enforce and rely on this Agreement to the same extent as if it were a Party. No other person who is not party to the Agreement has a right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement”</p>	<p><b>ANSWER</b></p> <p>The clause is problematic because it is not compliant with the Contracts (Rights of Third Parties) Act 1999, which states that a third party may enforce a term of a contract if the contract expressly states that the third party may do so (s.1(1)).</p> <p>The clause does not expressly state that a third party may enforce any term of the Agreement, and therefore the third party would not be able to rely on the Act to enforce any term of the Agreement.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 0 (5 marks)</p> <p>Citations: 1 (3 marks)</p> <p>Clarity: 1 (2 marks)</p> <p><b>Total: 2</b></p> <p><i>(The problem with the clause is that there is no right to vary the contract without the consent of the group companies. The answer missed the point and, in its eagerness to provide an answer, suggests the clause breaches the CRTPA which is incorrect.)</i></p>	<p><b>ANSWER</b></p> <p>The clause appears to be attempting to limit the rights of third parties under the Contracts (Rights of Third Parties) Act 1999.</p> <p>This is not possible, as section 1(2) of the Act states that “A person who is not a party to a contract (a “third party”) may in his own right enforce a term of the contract if— (a)the contract expressly provides that he may, or (b)subject to subsection (3), the term purports to confer a benefit on him”. Therefore, any attempt by parties to exclude or restrict these rights will be ineffective and unenforceable.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 0 (5 marks)</p> <p>Citations: 0 (3 marks)</p> <p>Clarity: 1 (2 marks)</p> <p><b>Total: 1</b></p> <p><i>(The problem with the clause is that there is no right to vary the contract without the consent of the group companies. The answer missed the point and, in its eagerness to provide an answer, suggests it is not possible to limit third party rights which is hopelessly wrong.)</i></p>	<p><b>ANSWER</b></p> <p>The clause "Each Group Company of the Customer may enforce and rely on this Agreement to the same extent as if it were a Party. No other person who is not party to the Agreement has a right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement" is problematic because it is overly broad and could have unintended consequences.</p> <p>The first part of the clause, which gives Group Companies of the Customer the right to enforce and rely on the agreement, is likely to be effective. However, the second part of the clause, which purports to exclude the Contracts (Rights of Third Parties) Act 1999 ("the Act"), is more problematic.</p> <p>The Act allows third parties to enforce terms of contracts that confer a benefit on them, even if they are not a party to the contract. The Act only applies if the parties to the contract intended for the third party to be able to enforce the term.</p> <p>By attempting to exclude the Act, the clause could prevent third parties from enforcing terms of the agreement that were intended for their benefit. This could lead to unfair outcomes, for example if a third party relies on a term of the agreement and then suffers a loss as a result of a breach of that term.</p> <p>In addition, the clause is overly broad because it excludes all third parties, including those who are not Group Companies of the Customer. This could exclude third parties who have a legitimate interest in enforcing the agreement, such as suppliers or customers.</p> <p>To avoid these problems, the clause could be rewritten to be more specific and to only exclude third parties who do not have a legitimate interest in enforcing the agreement. For example, the clause could be rewritten as follows:</p> <p style="padding-left: 40px;">&gt; Each Group Company of the Customer may enforce and rely on this Agreement to the same extent as if it were a Party. No other person who is not party to the Agreement has a right to enforce any term of this Agreement, unless they have a legitimate interest in enforcing that term.</p> <p>It is important to note that this is just a suggestion, and the specific wording of the clause will depend on the particular circumstances of the transaction.</p> <p><b>**Relevant statutes and case law:**</b></p> <p>* Contracts (Rights of Third Parties) Act 1999</p> <p>* Dunlop Pneumatic Tyre Co Ltd v Selfridge &amp; Co Ltd [1915] AC 847</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 2 (5 marks)</p> <p>Citations: 2 (3 marks)</p> <p>Clarity: 1 (2 marks)</p> <p><b>Total: 5</b></p> <p><i>(The answer is not technically wrong but misses the point and the purpose of the clause. The reference to Dunlop is irrelevant.)</i></p>

Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
2	Is a party's subjective intention relevant when interpreting a contract?	<p><b>ANSWER</b></p> <p>Under English law, a party's subjective intention is not generally relevant when interpreting a contract. The court will look to the objective meaning of the words used in the contract, and will not consider the parties' subjective intentions when interpreting the contract. This is in accordance with the rule in the case of Chartbrook Ltd v Persimmon Homes Ltd [2009] UKHL 38, which states that the court should not consider the parties' subjective intentions when interpreting a contract.</p> <p>However, there are certain circumstances in which a party's subjective intention may be relevant, such as where the parties have used ambiguous language in the contract, or where the parties have used language which is open to more than one interpretation. In such cases, the court may consider the parties' subjective intentions in order to determine the correct interpretation of the contract.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 2 (5 marks)</p> <p>Citations: 2 (3 marks)</p> <p>Clarity: 1 (2 marks)</p> <p><b>Total: 5</b></p> <p><i>(The courts take an objective approach to the interpretation of contracts. Subjective intention is not relevant to the interpretation of a contract, even if the contract is ambiguous. Subjective intention might be relevant to other claims, such as rectification. Only one case is cited.)</i></p>	<p><b>ANSWER</b></p> <p>Yes, a party's subjective intention is relevant when interpreting a contract. This is in accordance with the principles of contractual interpretation set out in the case of Investors Compensation Scheme Ltd v West Bromwich Building Society [1998] 1 WLR 896, which states that "the court is entitled to have regard to all admissible material which throws light on the parties' intentions, including not only the language used but also any surrounding circumstances known to both parties at the time of entry into the contract and any subsequent conduct." Therefore, it is possible for a court to take into account evidence of what each party subjectively intended when entering into and performing their obligations under a contract.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 0 (5 marks)</p> <p>Citations: 0 (3 marks)</p> <p>Clarity: 1 (2 marks)</p> <p><b>Total: 1</b></p> <p><i>(This is hopelessly wrong and contains a fictional quote from the judgment in ICS.)</i></p>	<p><b>ANSWER</b></p> <p>Under English law, a party's subjective intention is generally not relevant when interpreting a contract. The court will instead focus on the objective meaning of the contract, as understood by a reasonable person with the same background knowledge as the parties at the time of the contract.</p> <p>This is because the court is concerned with upholding the parties' bargain, as expressed in the contract, rather than with determining what the parties may have subjectively intended.</p> <p>However, there are some limited circumstances in which a party's subjective intention may be relevant, such as:</p> <p>Where the contract is ambiguous or can bear more than one meaning. In this case, the court may consider the parties' subjective intention to help determine the meaning of the contract.</p> <p>Where there is a misrepresentation or mistake in the contract. In this case, the court may rectify the contract to reflect the parties' subjective intention.</p> <p>Where the contract is governed by a foreign law that allows for subjective intention to be considered.</p> <p>In addition, the court may consider the parties' subjective intention when interpreting terms that are implied into the contract.</p> <p>Relevant statutes and case law:</p> <p>Contracts (Rights of Third Parties) Act 1999</p> <p>Wood v Capita Insurance Services Ltd [2017] UKSC 24</p> <p>Rainy Sky SA v Kookmin Bank [2011] UKSC 50</p> <p>Example:</p> <p>A contract for the sale of goods contains a clause stating that the goods must be of "merchantable quality". This clause is ambiguous, as it can bear more than one meaning. In order to determine the meaning of the clause, the court may consider the parties' subjective intention, such as what they discussed during negotiations or what they understood the term to mean.</p> <p>Conclusion:</p> <p>In general, a party's subjective intention is not relevant when interpreting a contract. However, there are some limited circumstances in which it may be considered.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 2 (5 marks)</p> <p>Citations: 1 (3 marks)</p> <p>Clarity: 2 (2 marks)</p> <p><b>Total: 5</b></p> <p><i>(Again, subjective interpretation is not relevant and the example above about goods being of merchantable quality is a bit odd. The citation of the CRTPA is odd and possibly influenced by the "memory" of the earlier question.)</i></p>

Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
3	The customer and supplier are party to a 5 year office cleaning contract covering one office in Croydon. The supplier invoices the customer on a weekly basis. The customer says it will not pay 50% of the supplier's invoice for one week's cleaning because the cleaning was carried out to a poor standard. The customer has no right under the contract to do this. Is the customer in repudiatory breach of contract?	<p><b>ANSWER</b></p> <p>Yes, the customer is in repudiatory breach of contract. Under English law, a repudiatory breach of contract is defined as an act which shows an intention to no longer be bound by the contract (Ramsgate Victoria Hotel Co Ltd v Montefiore [1866] LR 1 Ex 109). In this case, the customer has unilaterally refused to pay 50% of the supplier's invoice for one week's cleaning, which is a clear indication of an intention to no longer be bound by the contract. This is a repudiatory breach of contract.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 1 (5 marks)</p> <p>Citations: 1 (3 marks)</p> <p>Clarity: 1 (2 marks)</p> <p><b>Total: 3</b></p> <p><i>(A repudiatory breach is a breach of a condition or a breach of an intermediary term that deprives the other party of substantially all the benefit of the agreement. This threshold is not properly described and clearly not met. The citation is not relevant. )</i></p>	<p><b>ANSWER</b></p> <p>Yes, the customer is in repudiatory breach of contract. This is because the customer has refused to pay for services that were carried out in accordance with the terms of the contract, which constitutes a breach of an essential term of the contract. Under English law, a repudiatory breach occurs when one party fails to perform its obligations under a contract or commits some other act which shows that it no longer intends to be bound by its contractual obligations (see D&amp;C Builders Ltd v Rees [1966] 2 QB 617). As such, by refusing to pay for services provided in accordance with the terms of the contract, the customer has committed a repudiatory breach and is liable for damages.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 1 (5 marks)</p> <p>Citations: 1 (3 marks)</p> <p>Clarity: 1 (2 marks)</p> <p><b>Total: 3</b></p> <p><i>(Again the breach is clearly not repudiatory and the citation is not relevant.)</i></p>	<p><b>ANSWER</b></p> <p>Yes, the customer is in repudiatory breach of contract.</p> <p>By refusing to pay 50% of the supplier's invoice for one week's cleaning, the customer is refusing to perform its obligations under the contract. This is a fundamental breach of contract, which gives the supplier the right to terminate the contract.</p> <p>The customer's claim that the cleaning was carried out to a poor standard is not a valid excuse for refusing to pay. The customer should have complained to the supplier about the poor standard of cleaning, and given the supplier an opportunity to rectify the problem. If the supplier had failed to rectify the problem, the customer could have terminated the contract.</p> <p>However, the customer cannot simply refuse to pay for the cleaning without first giving the supplier an opportunity to rectify the problem. This is because the customer has no right under the contract to withhold payment.</p> <p><b>**Relevant statutes and case law:**</b></p> <p>* Contracts (Rights of Third Parties) Act 1999</p> <p>* Hochster v De La Tour (1852) 2 E &amp; B 678</p> <p>* Cort v Ambergate Railway Company (1851) 17 QB 127</p> <p><b>**Example:**</b></p> <p>A customer and supplier enter into a 5-year contract for the cleaning of an office in Croydon. The supplier invoices the customer on a weekly basis. One week, the customer is unhappy with the standard of cleaning. Instead of complaining to the supplier, the customer simply refuses to pay half of the invoice.</p> <p>The customer is in repudiatory breach of contract. The supplier has the right to terminate the contract immediately.</p> <p><b>**Conclusion:**</b></p> <p>Customers should always complain to suppliers about poor workmanship or services before refusing to pay. Customers only have the right to withhold payment in very limited circumstances.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 1 (5 marks)</p> <p>Citations: 1 (3 marks)</p> <p>Clarity: 1 (2 marks)</p> <p><b>Total: 3</b></p> <p><i>(Again the breach is clearly not repudiatory and the citations are not relevant, including the mysterious appearance of the CRTPA again. The answer is prolix and parts of it are not very helpful.)</i></p>

Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
4	Describe the key differences between “reasonable endeavours” and “best endeavours”.	<p><b>ANSWER</b></p> <p>The key difference between “reasonable endeavours” and “best endeavours” is the degree of effort that is required to be taken in order to fulfil an obligation. “Reasonable endeavours” requires the obligor to take all reasonable steps to fulfil the obligation, while “best endeavours” requires the obligor to take all possible steps to fulfil the obligation.</p> <p>In practice, the difference between “reasonable endeavours” and “best endeavours” can be difficult to discern. In the case of <i>Financings Ltd v Stimson</i> [1962] 1 QB 577, it was held that “best endeavours” requires the obligor to take all steps that are reasonably practicable in order to fulfil the obligation.</p> <p>The obligation to use “reasonable endeavours” or “best endeavours” is generally found in contractual agreements, and the exact meaning of the terms will depend on the context of the agreement. In the case of <i>Chartbrook Ltd v Persimmon Homes Ltd</i> [2009] UKHL 38, the House of Lords held that the meaning of “best endeavours” should be interpreted in light of the commercial purpose of the agreement.</p> <p>The Unfair Contract Terms Act 1977 (UCTA) also provides guidance on the interpretation of “reasonable endeavours” and “best endeavours”. Under section 11 of UCTA, the terms “reasonable endeavours” and “best endeavours” should be interpreted in a way that is fair and reasonable.</p> <p>In summary, the key difference between “reasonable endeavours” and “best endeavours” is the degree of effort that is required to be taken in order to fulfil an obligation. The meaning of the terms will depend on the context of the agreement, and should be interpreted in a way that is fair and reasonable.</p> <p>References:</p> <p><i>Financings Ltd v Stimson</i> [1962] 1 QB 577</p> <p><i>Chartbrook Ltd v Persimmon Homes Ltd</i> [2009] UKHL 38</p> <p>Unfair Contract Terms Act 1977 (UCTA)</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 1 (5 marks)</p> <p><i>Citations:</i> 0 (3 marks)</p> <p><i>Clarity:</i> 1 (2 marks)</p>	<p><b>ANSWER</b></p> <p>The key difference between “reasonable endeavours” and “best endeavours” is the degree of effort required to be made by a party in order to fulfil its obligations under a contract. Generally speaking, “reasonable endeavours” requires the party to take reasonable steps in order to achieve the desired outcome, while “best endeavours” requires the party to use all available means in order to achieve that outcome (see <i>M&amp;S v BNP Paribas</i> [2015] EWHC 3342). As such, it can be seen that best endeavours places a greater obligation on a party than reasonable endeavours.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 2 (5 marks)</p> <p><i>Citations:</i> 0 (3 marks)</p> <p><i>Clarity:</i> 1 (2 marks)</p> <p><b>Total:</b> 3</p> <p><i>(The answer misses important points, such as the extent to which the obligor might need to make a commercial sacrifice. The reference to M&amp;S is irrelevant and partly fictional.)</i></p>	<p><b>ANSWER</b></p> <p>The key differences between "reasonable endeavours" and "best endeavours" are:</p> <p>* **Standard of effort required:** "Best endeavours" requires the party to take all reasonable steps to achieve the desired outcome, even if it means sacrificing its own commercial interests. "Reasonable endeavours" requires the party to take all steps that a reasonable person would take in the circumstances, but it does not require the party to sacrifice its own commercial interests.</p> <p>* **Flexibility:** "Best endeavours" is a more stringent obligation than "reasonable endeavours". It leaves less flexibility for the party to decide how to achieve the desired outcome.</p> <p>* **Risk allocation:** "Best endeavours" allocates more risk to the party with the obligation. This is because the party must take all reasonable steps to achieve the desired outcome, even if it means sacrificing its own commercial interests. "Reasonable endeavours" allocates less risk to the party with the obligation. This is because the party does not have to sacrifice its own commercial interests.</p> <p><b>**Example:**</b></p> <p>A company enters into a contract with a supplier to provide goods. The contract contains a clause that obliges the supplier to use "best endeavours" to deliver the goods on time. The supplier has a delivery deadline of 31st December.</p> <p>If the supplier is unable to deliver the goods on time due to factors outside of its control, such as a strike by its transport workers, the supplier will still be in breach of contract. This is because the supplier has a best endeavours obligation.</p> <p>If the contract had instead contained a clause that obliged the supplier to use "reasonable endeavours" to deliver the goods on time, the supplier would not be in breach of contract if it was unable to deliver the goods on time due to factors outside of its control.</p> <p><b>**Conclusion:**</b></p> <p>"Best endeavours" and "reasonable endeavours" are two different types of contractual obligations. "Best endeavours" is a more stringent obligation than "reasonable endeavours". It requires the party to take all reasonable steps to achieve the desired outcome, even if it means sacrificing its own commercial interests. "Reasonable endeavours" requires the party to take all steps that a reasonable person would take in the circumstances, but it does not require the party to sacrifice its own commercial interests.</p> <p>The parties to a contract should carefully consider which type of obligation they want to agree to when drafting the contract.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 3 (5 marks)</p> <p><i>Citations:</i> 1 (3 marks)</p> <p><i>Clarity:</i> 2 (2 marks)</p> <p><b>Total</b> 6</p> <p><i>(The answer does refer to commercial sacrifice, which is helpful, but is generally a bit superficial and not backed up by adequate citations. Best endeavours might not always require the obligor to sacrifice its commercial interests.)</i></p>



Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
		<b>Total: 2</b> <i>(The answer starts well but then becomes more bizarre as it goes on. The reference to UCTA is completely wrong.)</i>		
5	Must a novation agreement be executed as a deed in situation in which there are ongoing obligations to be performed by the original parties to the underlying agreement?	<b>ANSWER</b>  Under English law, a novation agreement does not need to be executed as a deed in situations where there are ongoing obligations to be performed by the original parties to the underlying agreement. The law in this area is set out in section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, which states that a novation agreement can be executed as either a deed or a simple contract. However, if the novation agreement is to be effective, it must be supported by consideration. This means that the parties must provide something of value in exchange for the novation agreement. Case law in this area includes the decision of the Court of Appeal in Farrar v. Farrar [2008] EWCA Civ 558, which held that a novation agreement was valid and enforceable even though it was not executed as a deed.  ----- <b>ASSESSMENT</b>  <i>Substance: 0 (5 marks)</i> <i>Citations: 0 (3 marks)</i> <i>Clarity: 1 (2 marks)</i> <b>Total: 1</b>  <i>(Where the parties have extant obligations, a novation does not normally need to be executed as a deed as the release of existing obligations and undertaking of new obligations is sufficient to provide consideration. However, the answer is nonsense and supported by fictional citations.)</i>	<b>ANSWER</b>  No, a novation agreement does not have to be executed as a deed in situations where there are ongoing obligations to be performed by the original parties to the underlying agreement. This is because novation is a contract law concept which does not require any specific form of execution (see The Law Reform (Miscellaneous Provisions) Act 1989). However, it should be noted that certain contractual obligations may require a deed in order for them to be valid and enforceable. Therefore, if the underlying agreement contains such an obligation then it would need to be executed as a deed in order for the novation agreement to take effect.  ----- <b>ASSESSMENT</b>  <i>Substance: 0 (5 marks)</i> <i>Citations: 0 (3 marks)</i> <i>Clarity: 0 (2 marks)</i> <b>Total: 0</b>  <i>(This answer is hopeless nonsense.)</i>	<b>ANSWER</b>  No, a novation agreement does not have to be executed as a deed in a situation where there are ongoing obligations to be performed by the original parties to the underlying agreement.  However, there are some advantages to executing a novation agreement as a deed. For example, a deed is a formal document that is more difficult to challenge than a simple contract. In addition, a deed can be used to transfer property, such as rights under a contract.  If the parties to a novation agreement are concerned about the enforceability of the agreement, they may want to consider executing the agreement as a deed. However, it is important to note that a novation agreement will still be enforceable even if it is not executed as a deed, as long as it meets the other requirements for a valid contract.  <b>**Relevant statutes and case law:**</b>  * Contracts (Rights of Third Parties) Act 1999 * Pinnel's Case (1602) 5 Co Rep 117a * Foakes v Beer (1884) 9 App Cas 605  <b>**Example:**</b>  Company A enters into a contract with Company B to provide services. The contract has a term of 5 years. After 2 years, Company A sells its business to Company C. Company A, Company B and Company C agree to a novation agreement, in which Company C agrees to take over Company A's obligations under the contract.  The novation agreement does not have to be executed as a deed. However, Company A, Company B and Company C may want to consider executing the agreement as a deed to make it more difficult to challenge.  <b>**Conclusion:**</b>  A novation agreement does not have to be executed as a deed, even in a situation where there are ongoing obligations to be performed by the original parties to the underlying agreement. However, there are some advantages to executing a novation agreement as a deed, such as increased enforceability.  ----- <b>ASSESSMENT</b>  <i>Substance: 2 (5 marks)</i> <i>Citations: 1 (3 marks)</i> <i>Clarity: 2 (2 marks)</i> <b>Total: 5</b>  <i>(The answer does specifically address the consideration issue but does note that the novation must meet all of the requirements for a valid contract. )</i>

Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
Intellectual property law				
6	Can a pile of bricks be protected by copyright?	<p><b>ANSWER</b></p> <p>No, a pile of bricks cannot be protected by copyright under English law. Copyright protection is only available for original literary, dramatic, musical or artistic works, as defined in the Copyright, Designs and Patents Act 1988 (CDPA 1988). A pile of bricks does not fall within any of these categories and therefore does not qualify for copyright protection.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 0.5 (5 marks)</p> <p>Citations: 2 (3 marks)</p> <p>Clarity: 2 (2 marks)</p> <p><b>Total: 4</b></p> <p><i>(This answer is wrong. It is correct that copyright protection is available for original LDMA works under the CDPA 1988 (although, contrary to these assertions, these are not the only categories of works protected by copyright under UK law). However, the answer misses several important cases which examine the circumstances in which objects may be protectable as “sculptures” (one of the sub-categories of “artistic works” under the CDPA), particularly Lucasfilm v Ainsworth which says that a pile of bricks on display at the Tate Modern is plainly capable of being a sculpture; and that much depends on the purpose for which the relevant work is created.)</i></p>	<p><b>ANSWER</b></p> <p>Yes, a pile of bricks can be protected by copyright. This is because copyright law in the UK protects original literary, dramatic, musical and artistic works (see Copyright, Designs and Patents Act 1988). Therefore, if a pile of bricks has been arranged in an original way then it may be protected by copyright as an artistic work. It should also be noted that the author of such a work must have made it with sufficient skill and labour for it to qualify for protection under the Act.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 2 (5 marks)</p> <p>Citations: 2 (3 marks)</p> <p>Clarity: 1 (2 marks)</p> <p><b>Total: 5</b></p> <p><i>(This answer reaches the right conclusion but is not clear in its reasoning. It fails to discuss the parameters of protection for functional items as sculptures or to cite any relevant cases, particularly Lucasfilm v Ainsworth. It also fails to address the influence of EU law on the requisite standard of originality for copyright works and cites only the old English law test.)</i></p>	<p><b>ANSWER</b></p> <p>No, a pile of bricks cannot be protected by copyright under English law.</p> <p>Copyright protects original works of authorship, such as literary, dramatic, musical, and artistic works. It does not protect functional items, such as tools or machines.</p> <p>A pile of bricks is a functional item. It is not a work of authorship, and it does not have any creative or artistic expression. Therefore, it is not protected by copyright.</p> <p><b>**Relevant statutes and case law:**</b></p> <p>* Copyright, Designs and Patents Act 1988</p> <p>* Ashworth Bros (Circuits) Ltd v R &amp; P Electronic Services (London) Ltd [1987] FSR 484</p> <p><b>**Example:**</b></p> <p>A builder creates a pile of bricks in a unique and artistic pattern. The builder claims that the pile of bricks is protected by copyright.</p> <p>The builder's copyright claim would likely be unsuccessful. A pile of bricks is a functional item, and it does not have any creative or artistic expression. Therefore, it is not protected by copyright.</p> <p><b>**Conclusion:**</b></p> <p>A pile of bricks cannot be protected by copyright under English law.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 0.5 (5 marks)</p> <p>Citations: 0 (3 marks) – legislation is correct, case is fictional</p> <p>Clarity: 2 (2 marks)</p> <p><b>Total: 2</b></p> <p><i>(This answer is wrong. It is correct that copyright protection is available for original LDMA works under the CDPA 1988 and not purely functional items. However, the answer misses several important cases which examine the circumstances in which objects may be protectable as “sculptures” (one of the sub-categories of “artistic works” under the CDPA), particularly, Lucasfilm v Ainsworth. This case that it does cite is fictitious.)</i></p>
7	Is there a difference between confidential information and trade secrets?	<p><b>ANSWER</b></p> <p>Yes, there is a difference between confidential information and trade secrets.</p> <p>Confidential information is information that is not generally known or available to the public, and is subject to a duty of confidence, either imposed by law or by</p>	<p><b>ANSWER</b></p> <p>Yes, there is a difference between confidential information and trade secrets. Confidential information is any information which has been disclosed in confidence and which could be of commercial value if it were made public (see The Law of Confidentiality: A Practical Guide). Trade secrets, on the</p>	<p><b>ANSWER</b></p> <p>Yes, there is a difference between confidential information and trade secrets under English law.</p> <p>Confidential information is any information that is not publicly known and that the owner has a legitimate interest in keeping secret. Confidential information can include a wide range of things, such as business plans, customer lists, and trade secrets.</p>



Question	Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
	<p>contract. Confidential information can include any type of information, such as business plans, customer lists, or product designs.</p> <p>Trade secrets, on the other hand, are a type of confidential information that have a certain level of economic value because they are not generally known or available to the public. They are subject to a duty of confidence and must be kept secret in order to maintain their value. Examples of trade secrets include customer lists, formulas, recipes, manufacturing processes, and business plans.</p> <p>In the UK, the law of confidential information is set out in the law of equity, which is based on the common law. The law of trade secrets is set out in the Trade Secrets (Enforcement, etc.) Regulations 2018, which implements the EU Trade Secrets Directive (2016/943/EU). The Directive defines a trade secret as “information which is secret, has commercial value because it is secret, and has been subject to reasonable steps under the circumstances, by the person lawfully in control of the information, to keep it secret”.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 2.5 (5 marks)</p> <p><i>Citations:</i> 2 (3 marks)</p> <p><i>Clarity:</i> 1 (2 marks)</p> <p><b>Total:</b> 5.5</p> <p><i>(This is broadly correct and cites some the correct sources of law and gives a fairly accurate definition of trade secrets from the relevant legislation. It doesn't cite any cases on confidential information though, nor does it really compare the two regimes, e.g. the additional remedies available for misuse of trade secrets under the Regulations.)</i></p>	<p>other hand, are confidential information that have economic value due to their secrecy. This means that they must have some sort of competitive advantage over competitors in order to qualify as a trade secret (see The Trade Secrets Directive 2016/943). Therefore, while both types of information are protected by law, trade secrets offer greater protection as they require more stringent measures to protect them from disclosure.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 1 (5 marks)</p> <p><i>Citations:</i> 0 (3 marks)</p> <p><i>Clarity:</i> 0 (2 marks)</p> <p><b>Total:</b> 1</p> <p><i>(This is confusing and wrong. The cited text book doesn't exist. I've given a generous 1 mark for the correct reference to the EU Trade Secrets Directive.)</i></p>	<p>A trade secret is a specific type of confidential information that has commercial value. Trade secrets can include things like manufacturing processes, formulas, and customer relationships.</p> <p>To qualify as a trade secret, information must meet the following criteria:</p> <ul style="list-style-type: none"><li>* It must be secret, meaning that it is not known to the public or to competitors.</li><li>* It must have commercial value, meaning that it gives the owner a competitive advantage.</li><li>* The owner must have taken reasonable steps to keep it secret.</li></ul> <p>Confidential information that does not meet all of these criteria may still be protected under the law of confidentiality, but it will not be considered a trade secret.</p> <p><b>**Relevant statutes and case law:**</b></p> <ul style="list-style-type: none"><li>* Trade Secrets (Enforcement, etc.) Regulations 2018</li><li>* Coco v A.N. Clark (Engineers) Ltd [1990] 1 WLR 850</li><li>* Faccenda Chicken Ltd v Fowler [1987] Ch 117</li></ul> <p><b>**Example:**</b></p> <p>A company develops a new formula for a soft drink. The company keeps the formula secret and takes reasonable steps to prevent it from being disclosed to competitors. The formula is a trade secret.</p> <p>The company also has a list of its customers. This list is confidential information, but it is not a trade secret because it does not give the company a competitive advantage. Competitors can easily obtain a list of customers by researching the market.</p> <p><b>**Conclusion:**</b></p> <p>Confidential information is any information that is not publicly known and that the owner has a legitimate interest in keeping secret. A trade secret is a specific type of confidential information that has commercial value.</p> <p>Trade secrets are protected by the Trade Secrets (Enforcement, etc.) Regulations 2018, while confidential information is protected by the law of confidentiality.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 3 (5 marks)</p> <p><i>Citations:</i> 2 (3 marks)</p> <p><i>Clarity:</i> 1.5 (2 marks)</p> <p><b>Total:</b> 6.5</p> <p><i>(As with GPT 3, this is generally accurate and covers most issues, but it could be more comprehensive and clearer. It also does not contain any discussion of the cases that it cites - although these are correct and relevant.)</i></p>

Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
8	I maintain a price index, calculated as a weighted average of the price of 20 consumer products chosen by me. I re-calculate the index value every day and publish it on my website. My website is freely available to the public. It has come to my attention that one of my competitors is copying my index and publishing it on its own website. Is my competitor infringing my intellectual property rights?	<p><b>ANSWER</b></p> <p>Yes, your competitor is likely infringing your intellectual property rights. Copyright protection may subsist in the index you have created. Under the Copyright, Designs and Patents Act 1988, copyright subsists in a literary work, which includes a compilation of data, provided that the work is original and has been expressed in a tangible form. The fact that the index is published on your website is sufficient to satisfy the requirement of being expressed in a tangible form.</p> <p>The originality requirement is satisfied if the work is the result of the author's own intellectual creation. In the case of a compilation of data, this requires the author to have used skill and labour in the selection and arrangement of the data. If your competitor has copied your index, then it is likely that they have infringed your copyright.</p> <p>In addition, the index may be protected by database right under the Copyright and Rights in Databases Regulations 1997. Database right subsists in a database where there has been a substantial investment in obtaining, verifying or presenting the contents of the database. If your competitor has copied your index, then it is likely that they have infringed your database right.</p> <p>References:</p> <p>Copyright, Designs and Patents Act 1988 Copyright and Rights in Databases Regulations 1997 Designers Guild Ltd v Russell Williams (Textiles) Ltd [2001] EWCA Civ 618</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 1 (5 marks) Citations: 2 (3 marks) Clarity: 1 (2 marks) <b>Total: 4</b></p> <p><i>(This answer contains some correct analysis but misses some key points including the relationship between database copyright and other types of copyright protection for literary works and the issues that arise where the contents were created by the maker of the database. The legislative references are correct, but the key cases, including BHB v William Hill, are not included and the only cited case is of periphery relevance at best.)</i></p>	<p><b>ANSWER</b></p> <p>Yes, your competitor is likely infringing your intellectual property rights. This is because the calculation of the index and its publication on a website constitutes a literary work which is protected by copyright law (see Copyright, Designs and Patents Act 1988). Therefore, if your competitor has copied the index without permission then they are likely to be infringing your copyright. It should also be noted that in some cases it may be possible to protect an index as a trade mark (see Trade Marks Act 1994).</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 0 (5 marks) Citations: 1 (3 marks) Clarity: 2 (2 marks) <b>Total: 3</b></p> <p><i>(This answer misses the point that this index is a database and might be protected by database copyright or the sui generis DBR. It also fails to discuss issues relating to databases of created data and the BHB v William Hill line of cases. The answer contains no reference to sui generis DBRs or the relevant legislation or jurisprudence whatsoever.)</i></p>	<p><b>ANSWER</b></p> <p>Whether or not your competitor is infringing your intellectual property rights depends on a number of factors, including the specific nature of your price index and the way in which your competitor is using it.</p> <p>If your price index is a sufficiently original work, it may be protected by copyright. Copyright protects literary, dramatic, musical and artistic works, as well as computer programs and databases. To be protected by copyright, a work must be original, meaning that it is the product of the author's own intellectual creation.</p> <p>Your price index may also be protected as a trade secret. Trade secrets are confidential information that gives a business a competitive advantage. To qualify as a trade secret, information must be secret, have commercial value, and the owner must have taken reasonable steps to keep it secret.</p> <p>If your price index is protected by copyright or trade secret, your competitor may be infringing your intellectual property rights by copying it and publishing it on its own website.</p> <p>However, there are a number of defenses that your competitor could raise, such as fair dealing. Fair dealing is a legal exception to copyright infringement that allows for the limited use of copyrighted works without permission from the copyright holder. Fair dealing can be used for a variety of purposes, such as criticism, comment, news reporting and research.</p> <p>Whether or not your competitor's use of your price index is fair dealing will depend on the specific circumstances of the case.</p> <p><b>**Relevant statutes and case law:**</b></p> <p>* Copyright, Designs and Patents Act 1988 * Trade Secrets (Enforcement, etc.) Regulations 2018 * Design Rite and Copyright Limited v Beaver Furniture Limited [2013] EWCA Civ 1152 * Faccenda Chicken Ltd v Fowler [1987] Ch 117</p> <p><b>**Conclusion:**</b></p> <p>Whether or not your competitor is infringing your intellectual property rights depends on a number of factors, including the specific nature of your price index and the way in which your competitor is using it.</p> <p>If you believe that your competitor is infringing your intellectual property rights, you should consult with a qualified lawyer.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 1 (5 marks) Citations: 0 (3 marks) Clarity: 2 (2 marks) <b>Total: 3</b></p>

Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
				(As previously, this answer misses the key points (including the test for subsistence of database copyright and any mention of sui generis DBRs and the issues that arise where the contents were created by their maker). The trade secrets analysis is also unnecessary as the question specifies that the index is published on a website which is freely available to the public – i.e. it is not confidential information. One of the cited cases is fictitious.)
9	Can a discount supermarket sell merchandise, e.g. clothing and stationery, displaying pictures of Harry Styles without his consent?	<p><b>ANSWER</b></p> <p>Under English law, it is generally not permissible to use a person's image or likeness without their consent. This is covered by the law of "passing off" and the Human Rights Act 1998. Specifically, Section 9 of the Human Rights Act 1998 provides that everyone has the right to respect for their private and family life, home and correspondence. Therefore, a discount supermarket selling merchandise displaying pictures of Harry Styles without his consent would be in breach of this law. Relevant case law includes the case of Douglas v Hello! Ltd [2005] UKHL, which established that a person's right to privacy is a valuable asset and should be protected.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 1 (5 marks)</p> <p>Citations: 1 (3 marks)</p> <p>Clarity: 2 (2 marks)</p> <p><b>Total: 4</b></p> <p>(This is along the right lines – passing off and rights to privacy are both at least potentially relevant here, and Douglas v Hello is a relevant case on privacy in photographs of celebrities (although the wrong section of the HRA 1998 is referenced). However, the answer is deficient in as much as: there are no image rights in the UK; privacy/confidential information is only relevant re images of celebrities where the photographs were taken in a private setting – and this is not specified in the question; and there is no real discussion of passing off here - the answer does not mention Irvine v Talksport or Rihanna v Topshop which are the key cases on use of celebrity images on merchandise and passing off.)</p>	<p><b>ANSWER</b></p> <p>No, a discount supermarket cannot sell merchandise displaying pictures of Harry Styles without his consent. This is because such an act would constitute a breach of copyright law (see Copyright, Designs and Patents Act 1988). Under the Act, the owner of copyright in a work has exclusive rights to reproduce it and communicate it to the public. Therefore, unless the supermarket has obtained permission from Harry Styles or another party with authority to license his image then they will be infringing his copyright by selling merchandise featuring his image.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 0 (5 marks)</p> <p>Citations: 1 (3 marks)</p> <p>Clarity: 1 (2 marks)</p> <p><b>Total: 2</b></p> <p>(This is confusing and largely wrong. There might be copyright in the photographs, so this is not wholly irrelevant, but even where the © in the images is licensed by the © holder, HS may be able to prevent this type of use by way of a passing off action where it suggests endorsement or approval by him. This requires analysis of passing off, which is not mentioned here, nor are the key cases, including Rihanna v Topshop.)</p>	<p><b>ANSWER</b></p> <p>Whether or not a discount supermarket can sell merchandise displaying pictures of Harry Styles without his consent depends on a number of factors, including:</p> <p>* The nature of the merchandise.</p> <p>* The way in which the pictures of Harry Styles are being used.</p> <p>* Whether Harry Styles has a registered trademark in his name.</p> <p><b>**Copyright:**</b></p> <p>Copyright law protects original works of authorship, such as literary, dramatic, musical, and artistic works. Copyright law does not protect names, images, or likenesses of people.</p> <p>Therefore, copyright law would not protect the pictures of Harry Styles themselves. However, copyright law could protect the way in which the pictures of Harry Styles are used on the merchandise. For example, if the pictures of Harry Styles are used to create a unique design for a t-shirt, the design of the t-shirt could be protected by copyright.</p> <p><b>**Trademarks:**</b></p> <p>Trademark law protects words, phrases, symbols, and designs that are used to identify and distinguish the goods and services of one business from those of another business.</p> <p>If Harry Styles has a registered trademark in his name, he may have the right to prevent the discount supermarket from selling merchandise displaying pictures of him without his consent. This is because the unauthorized use of a registered trademark can be considered trademark infringement.</p> <p><b>**Conclusion:**</b></p> <p>Whether or not a discount supermarket can sell merchandise displaying pictures of Harry Styles without his consent depends on a number of factors, including the nature of the merchandise, the way in which the pictures of Harry Styles are being used, and whether Harry Styles has a registered trademark in his name.</p> <p>If you are unsure whether or not you can sell merchandise displaying pictures of Harry Styles without his consent, you should consult with a qualified lawyer.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 0 (5 marks)</p> <p>Citations: 0 (3 marks)</p>

Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
				<p>Clarity: 2 (2 marks)</p> <p>Total: 2</p> <p>(While an analysis of copyright and trade marks here is not irrelevant, there are several incorrect statements here. Plus this answer misses the main point, which is whether this use is likely to be passing off on the basis of Irvine v Talksport or Rihanna v Topshop. It does not cite any cases or legislation at all.)</p>
10	<p>When will a patent for an invention made by an employee be of outstanding benefit to an employer and what are the legal consequences?</p>	<p><b>ANSWER</b></p> <p>Under English law, a patent for an invention made by an employee will be of outstanding benefit to an employer if it is of significant commercial value and is of substantial benefit to the employer's business. This is governed by section 40 of the Patents Act 1977, which states that an employee who makes an invention in the course of their employment is entitled to a patent for the invention if it is of outstanding benefit to the employer.</p> <p>The legal consequences of a patent being of outstanding benefit to an employer are that the employer is obliged to pay the employee a 'fair' reward for the invention. This reward is to be determined by agreement between the employer and employee, or if agreement cannot be reached, by the court. If the employer fails to pay the employee the agreed reward, the employee may bring a claim for damages against the employer. This is governed by section 41 of the Patents Act 1977.</p> <p>Relevant case law includes the case of Caird v Sime [1912] AC 632, in which the House of Lords held that the employee was entitled to a reward for his invention which was of outstanding benefit to the employer.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 2 (5 marks)</p> <p>Citations: 0 (3 marks)</p> <p>Clarity: 1 (2 marks)</p> <p>Total: 4</p> <p>(This is half right and half nonsense! This answer cites the right bits of legislation but fails to cite the key cases on employee inventor compensation, i.e. Kelly v GE and Shanks v Unilever. The case it does cite is a real (Scottish) case, but with the wrong citation, and that case is totally irrelevant to the question. The first paragraph contains some incorrect statements regarding entitlement to ownership of patents for employee inventions too.)</p>	<p><b>ANSWER</b></p> <p>A patent for an invention made by an employee will be of outstanding benefit to an employer when the invention is of such a nature that it could provide the employer with a significant competitive advantage in its industry. In such cases, the employer may be entitled to ownership of the patent pursuant to section 39(1) of the Patents Act 1977, which states that "where any invention which is made in the course of [an employee's] normal duties...is such as to be of outstanding benefit to his employer, then on application by his employer...the comptroller shall grant him a patent for it". The legal consequence is that if a patent is granted under this provision then ownership will automatically vest in the employer and not in the employee who invented it.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 0 (5 marks)</p> <p>Citations: 0 (3 marks)</p> <p>Clarity: 1 (2 marks)</p> <p>Total: 1</p> <p>(This is misleading and completely wrong. The consequence of a patent for an employee invention being of outstanding benefit to an employer is that the employee may have a right to compensation. It does not have any impact on entitlement to ownership of the patent. The legislative reference is wrong and the quote is inaccurate, and it does not cite the key (or any) cases on employee inventor compensation.)</p>	<p><b>ANSWER</b></p> <p>A patent for an invention made by an employee will be of outstanding benefit to an employer when it generates a significant financial gain for the employer, or when it gives the employer a significant competitive advantage.</p> <p>The legal consequences of a patent being of outstanding benefit to an employer are that the employee may be entitled to compensation from the employer. This is known as employee inventor compensation.</p> <p>To be eligible for employee inventor compensation, the employee must:</p> <ul style="list-style-type: none"><li>* Be an employee of the employer at the time the invention is made.</li><li>* Have made the invention in the course of their employment duties.</li><li>* Not have been compensated for the invention in their salary or other benefits.</li></ul> <p>If the employee is eligible for employee inventor compensation, the court will determine the amount of compensation to be awarded on a case-by-case basis. The court will take into account a number of factors, including the value of the patent to the employer, the employee's contribution to the invention, and the employee's salary and other benefits.</p> <p>**Relevant statutes and case law:**</p> <ul style="list-style-type: none"><li>* Patents Act 1977</li><li>* Shanks v Unilever UK Central Resources Ltd [2019] UKSC 43</li></ul> <p>**Example:**</p> <p>An employee of a pharmaceutical company develops a new drug that is highly effective in treating a life-threatening disease. The company patents the drug and begins selling it. The drug is a huge success, and the company makes billions of dollars in profits.</p> <p>The employee may be entitled to employee inventor compensation because the patent has been of outstanding benefit to the employer. The court would consider the value of the patent to the employer, the employee's contribution to the invention, and the employee's salary and other benefits when determining the amount of compensation to be awarded.</p> <p>**Conclusion:**</p>



Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
				<p>A patent for an invention made by an employee will be of outstanding benefit to an employer when it generates a significant financial gain for the employer, or when it gives the employer a significant competitive advantage.</p> <p>The legal consequences of a patent being of outstanding benefit to an employer are that the employee may be entitled to compensation from the employer. This is known as employee inventor compensation.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 3 (5 marks)</p> <p><i>Citations:</i> 2 (3 marks)</p> <p><i>Clarity:</i> 2 (2 marks)</p> <p><b>Total:</b> 7</p> <p><i>(This is broadly correct in most respects and cites the right key case and the right piece of legislation. I've marked it down for not digging into the meaning of "outstanding benefit" per the case law and failing to cite the relevant provisions of the Patents Act - and because the Shanks v Unilever citation is not quite accurate.)</i></p>
Tax				
11	<p>Consider a UK company which owns 99% of the interests in a UK LLP. Can UK land be transferred free from SDLT between the UK company and the UK LLP? Would your answer be different if the UK LLP owned 99% of the shares in the UK company?</p>	<p><b>ANSWER</b></p> <p>Under English law, land transfers between companies and limited liability partnerships (LLPs) are subject to Stamp Duty Land Tax (SDLT). In the scenario provided, where the UK company owns 99% of the interests in the UK LLP, the transfer of UK land between the two entities would be subject to SDLT.</p> <p>The answer would be different if the UK LLP owned 99% of the shares in the UK company. In this case, the transfer of UK land between the two entities would not be subject to SDLT, as the transfer would be considered a 'chargeable transfer' under section 45 of the Finance Act 2003. This is because the transfer would be between two companies which are 'connected persons' for the purposes of the Finance Act 2003. This is supported by case law, such as the case of Secretary of State for Trade and Industry v British Telecommunications plc [2002] EWCA Civ 1483.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 1 (5 marks)</p> <p><i>Citations:</i> 1 (3 marks)</p> <p><i>Clarity:</i> 1 (2 marks)</p> <p><b>Total:</b> 3</p> <p><i>(Group relief from SDLT would apply on a land transfer from a UK company member to its 99% held LLP, but not on a land transfer from a UK company subsidiary to the LLP which owns 99% of it.</i></p>	<p><b>ANSWER</b></p> <p>Yes, UK land can be transferred free from SDLT between the UK company and the UK LLP. This is because section 4(2) of the Stamp Duty Land Tax Act 2003 states that no chargeable consideration arises where "the transferor and transferee are connected persons". As such, since the UK company owns 99% of the interests in the UK LLP, they are considered to be connected persons and therefore no SDLT will be payable on any transfers of land between them.</p> <p>The answer would not be different if the UK LLP owned 99% of the shares in the UK company as this would still constitute a connection between them for SDLT purposes.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 1 (5 marks)</p> <p><i>Citations:</i> 0 (3 marks)</p> <p><i>Clarity:</i> 1 (2 marks)</p> <p><b>Total:</b> 2</p> <p><i>(Group relief from SDLT would apply on a land transfer from a UK company member to its 99% held LLP, but not on a land transfer from a UK company subsidiary to the LLP which owns 99% of it.</i></p>	<p><b>ANSWER</b></p> <p><b>**Can UK land be transferred free from SDLT between a UK company and a UK LLP?**</b></p> <p>No, UK land cannot be transferred free from SDLT between a UK company and a UK LLP. This is because an LLP is not a company within the meaning of the Stamp Duty Land Tax Act 1997.</p> <p><b>**Would your answer be different if the UK LLP owned 99% of the shares in the UK company?**</b></p> <p>Yes, my answer would be different if the UK LLP owned 99% of the shares in the UK company. In this case, the transfer of UK land from the UK company to the UK LLP could be eligible for SDLT group relief.</p> <p>SDLT group relief is a relief from SDLT that is available to companies that are members of a group. A group is defined as two or more companies that are linked together by 75% or more common ownership.</p> <p>For SDLT group relief to be available, the following conditions must be met:</p> <ul style="list-style-type: none"> <li>* The transferor and transferee must be members of the same group.</li> <li>* The transfer must be made in the course of a group reorganisation.</li> <li>* The transfer must be made at market value.</li> </ul> <p>If all of these conditions are met, the transfer of UK land from the UK company to the UK LLP will be eligible for SDLT group relief, and no SDLT will be payable.</p> <p><b>**Relevant statutes and case law:**</b></p>



Question	Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
		<p>The answer given has correctly noted that land transfers are generally subject to SDLT, and that SDLT group relief exists. However, it has failed to identify that there are specific SDLT rules applicable to partnerships or to correctly apply those rules or the group relief rules to the question posed. Its answers on whether SDLT in fact arises in the circumstances outlined are incorrect.</p> <p>The answer has identified that the SDLT legislation is found in Finance Act 2003. It has also identified a "real" provision of the SDLT legislation, however the provision identified is not relevant to the question asked. It has failed to identify any of the legislative provisions which are relevant to the question asked. The case reference appears fictitious/incorrect. No guidance is cited.)</p>	<p>* Stamp Duty Land Tax Act 1997</p> <p>* SDLTM34360 - Application of exemptions and reliefs: Group Relief - Para 27 - HMRC internal manual</p> <p>* Practical Law - Can stamp duty land tax (SDLT) group relief apply to a transfer by a limited liability partnership (LLP) to one of its subsidiary companies?</p> <p><b>**Conclusion:**</b></p> <p>UK land cannot be transferred free from SDLT between a UK company and a UK LLP. However, if the UK LLP owned 99% of the shares in the UK company, the transfer of UK land from the UK company to the UK LLP could be eligible for SDLT group relief, and no SDLT would be payable.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 1 (5 marks)</p> <p>Citations: 0 (3 marks)</p> <p>Clarity: 2 (2 marks)</p> <p><b>Total: 3</b></p> <p>(Group relief from SDLT would apply on a land transfer from a UK company member to its 99% held LLP, but not on a land transfer from a UK company subsidiary to the LLP which owns 99% of it.</p> <p>The answer given has correctly noted that land transfers are generally subject to SDLT, and that SDLT group relief exists. However, it has for the most part failed to identify that there are specific SDLT rules applicable to partnerships or to correctly apply those rules or the group relief rules to the question posed. Its answers on whether SDLT in fact arises in the circumstances outlined in the question are incorrect. It has also incorrectly summarised the requirements for SDLT group relief.</p> <p>The legislative citations given are fictitious. No cases are cited, however the answer has located some (but not all) relevant HMRC guidance and guidance from Practical Law.</p> <p>The use of sub-headings makes the answer easy to read, even though it is incorrect.)</p>
12	<p>A UK incorporated company buys back its own shares from some of its shareholders. Explain how (i) a UK company shareholder, and (ii) a UK individual shareholder would be taxed.</p>	<p><b>ANSWER</b></p> <p>(i) A UK company shareholder would be subject to corporation tax on any gain arising from the sale of the shares. The gain would be calculated as the difference between the sale proceeds and the original cost of the shares, less any allowable costs. The gain would be taxable at the corporation tax rate of 19%.</p> <p>(ii) A UK individual shareholder would be subject to capital gains tax on any gain arising from the sale of the shares. The gain would be calculated as the difference between the sale proceeds and the original cost of the shares, less any allowable costs. The gain would be taxable at the individual's marginal rate of capital gains tax, which is either 10% or 20%, depending on the individual's income level.</p> <p>Relevant Statutes:</p> <ul style="list-style-type: none"> <li>- Corporation Tax Act 2010</li> <li>- Capital Gains Tax Act 2018</li> </ul>	<p><b>ANSWER</b></p> <p><b>**Taxation of share buybacks for UK company shareholders**</b></p> <p>UK company shareholders who sell their shares back to their company are subject to capital gains tax (CGT). CGT is charged on the difference between the acquisition cost of the shares and the disposal proceeds.</p> <p>The rate of CGT payable depends on the shareholder's capital gains tax band. The capital gains tax bands for 2023-24 are as follows:</p> <p>  Capital gains tax band   Rate of CGT  </p> <p> --- --- </p> <p>  Basic rate   10%  </p> <p>  Higher rate   20%  </p> <p>If the shareholder sells their shares back to the company at a loss, they can claim a capital loss relief. This will reduce their capital gains tax liability in the current year or future years.</p> <p><b>**Taxation of share buybacks for UK individual shareholders**</b></p>

Question	Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
	<p>Relevant Regulations:</p> <ul style="list-style-type: none"><li>- Corporation Tax Regulations 2020</li><li>- Capital Gains Tax Regulations 2020</li></ul> <p>Relevant Guidance:</p> <ul style="list-style-type: none"><li>- HMRC Corporation Tax Manual</li><li>- HMRC Capital Gains Tax Manual</li></ul> <p>Relevant Case Law:</p> <ul style="list-style-type: none"><li>- Commissioners of Inland Revenue v. Miller [1947] AC 33</li></ul> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 1 (5 marks)</p> <p><i>Citations:</i> 0 (3 marks)</p> <p><i>Clarity:</i> 2 (2 marks)</p> <p><b>Total:</b> 3</p> <p><i>(A UK company would be subject to corporation tax on chargeable gains on the whole amount of the proceeds received. A UK individual would be subject to capital gains tax up to the amount originally subscribed for the shares, and income tax on the excess.</i></p> <p><i>The answer given has correctly outlined the tax treatment of a UK company shareholder (although has not set out the slightly complex reasoning necessary to get to this answer). It has incorrectly summarised the tax treatment of a UK individual shareholder.</i></p> <p><i>Three of the four legislative citations given are fictitious and none reference any specific section numbers. The case cited seems fictitious/incorrect. The guidance cited is too broad to be useful.</i></p> <p><i>The answer is easy to read, even though it is to a large part incorrect.)</i></p>	<p>depending on their total taxable income for that year.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 0 (5 marks)</p> <p><i>Citations:</i> 1 (3 marks)</p> <p><i>Clarity:</i> 2 (2 marks)</p> <p><b>Total:</b> 3</p> <p><i>(A UK company would be subject to corporation tax on chargeable gains on the whole amount of the proceeds received. A UK individual would be subject to capital gains tax up to the amount originally subscribed for the shares, and income tax on the excess. The answer given is incorrect both in relation to a UK company shareholder and a UK individual shareholder.</i></p> <p><i>The legislative references given are “real” provisions, but not relevant to the question. No case law or guidance is cited.</i></p> <p><i>The answer is easy to read, even though it is incorrect.)</i></p>	<p>UK individual shareholders who sell their shares back to their company are also subject to CGT. The rate of CGT payable is the same as for UK company shareholders, depending on the shareholder's capital gains tax band.</p> <p>However, individual shareholders may also be entitled to entrepreneurs' relief (ER) or investors' relief (IR) on the disposal of their shares.</p> <p>ER is a relief from CGT that is available to individuals who sell shares in a trading company that they have owned for at least two years. The relief reduces the rate of CGT payable to 10%, regardless of the shareholder's capital gains tax band.</p> <p>IR is a relief from CGT that is available to individuals who sell shares in a company that they have owned for at least five years. The relief reduces the rate of CGT payable to 10%, regardless of the shareholder's capital gains tax band.</p> <p>To be eligible for ER or IR, the shareholder must meet a number of conditions. For example, the shareholder must have been actively involved in the management of the company for at least two years (ER) or five years (IR).</p> <p><b>**Relevant statutes and case law:**</b></p> <ul style="list-style-type: none"><li>* Capital Gains Tax Act 1992</li><li>* Taxation of Income, Gains and Capital Act 1992</li><li>* Entrepreneurs' Relief Act 2008</li><li>* Investors' Relief Act 2016</li></ul> <p><b>**Conclusion:**</b></p> <p>UK company shareholders and UK individual shareholders who sell their shares back to their company are subject to CGT. However, individual shareholders may also be entitled to entrepreneurs' relief or investors' relief on the disposal of their shares.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 1 (5 marks)</p> <p><i>Citations:</i> 0 (3 marks)</p> <p><i>Clarity:</i> 1 (2 marks)</p> <p><b>Total:</b> 2</p> <p><i>(A UK company would be subject to corporation tax on chargeable gains on the whole amount of the proceeds received. A UK individual would be subject to capital gains tax up to the amount originally subscribed for the shares, and income tax on the excess.</i></p> <p><i>The answer given has to some extent correctly outlined the tax treatment of a UK company shareholder (although has not set out the slightly complex reasoning necessary to get to this answer, has given the wrong rate of tax and has misnamed the tax). It has incorrectly summarised the tax treatment of a UK individual shareholder.</i></p>

Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
				<p>Three of the four legislative citations given are fictitious and none reference any specific section numbers. No case law or guidance is cited.</p> <p>The drafting is somewhat muddled, and strays into irrelevant information.)</p>
13	Provide a summary of the “Ramsay” principle and the way it affects the interpretation of tax legislation.	<p><b>ANSWER</b></p> <p>The Ramsay principle is a principle of statutory interpretation which was established in the case of Ramsay v IRC [1982] AC 300. It states that if a statute imposes a tax which is capable of being imposed in two different ways, the court should prefer the interpretation which is more favourable to the taxpayer. This principle has been applied to the interpretation of tax legislation in subsequent cases, such as MacNiven v Westmoreland Investments Ltd [2003] UKHL 68. The principle is based on the notion that it is the responsibility of Parliament to impose taxes, and it is the responsibility of the court to interpret the legislation in a way which is consistent with the intention of Parliament. The court should therefore prefer an interpretation which is more favourable to the taxpayer, as this is likely to be closer to the intention of Parliament.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance        1 (5 marks)</p> <p>Citations:        2 (3 marks)</p> <p>Clarity:           0 (2 marks)</p> <p><b>Total:            3</b></p> <p><i>(The Ramsay principle is a principle of statutory interpretation which requires a statute to be construed purposively. This idea has been extended by later case law to also require facts to be construed realistically.</i></p> <p><i>The answer does identify this principle, but also identifies a principle (which does not exist) which is that courts should chose a statutory interpretation which favours a taxpayer.</i></p> <p><i>The cases cited are correctly named, however the citation for the MacNiven case is incorrect. There are also many more relevant cases which are not referenced.</i></p> <p><i>The drafting is somewhat muddled.)</i></p>	<p><b>ANSWER</b></p> <p>The Ramsay principle is a legal principle which states that tax legislation should be interpreted in a way which gives effect to the true intention of Parliament. This means that the courts should look beyond the literal meaning of words used in tax legislation and consider other factors such as context, purpose and legislative history when interpreting it. This principle was established by the House of Lords in the case of Ramsay v IRC [1982] AC 300 and has since been applied by courts when interpreting tax legislation. The effect of this principle is to ensure that taxpayers are not unfairly disadvantaged by overly technical interpretations of tax law.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance:        1 (5 marks)</p> <p>Citations:        2 (3 marks)</p> <p>Clarity:           2 (2 marks)</p> <p><b>Total:            5</b></p> <p><i>(The Ramsay principle is a principle of statutory interpretation which requires a statute to be construed purposively. This idea has been extended by later case law to also require facts to be construed realistically.</i></p> <p><i>The answer correctly identifies this principal but explains its effect incorrectly.</i></p> <p><i>The case is correctly named and cited. There are also many more relevant cases which are not referenced.</i></p> <p><i>The answer is easy to read, even though it is partially incorrect)</i></p>	<p><b>ANSWER</b></p> <p>The Ramsay principle is a legal doctrine that is used to interpret tax legislation. It is based on the idea that tax legislation should be interpreted in a purposive way, and that artificial or contrived transactions should not be allowed to reduce a taxpayer's tax liability.</p> <p>The Ramsay principle was first established in the case of Ramsay v Inland Revenue Commissioners [1982] AC 300. In that case, the House of Lords held that a series of transactions that had been entered into by the taxpayer for the sole purpose of reducing his tax liability should be disregarded.</p> <p>The Ramsay principle has been applied in a number of subsequent cases, and it is now a well-established principle of tax law. It has been used to strike down a wide range of tax avoidance schemes, including schemes that have involved the use of artificial losses, circular transactions, and offshore companies.</p> <p>The Ramsay principle has a significant impact on the interpretation of tax legislation. It means that taxpayers cannot simply rely on the literal wording of the legislation to reduce their tax liability. Instead, they must consider the purpose of the legislation and the substance of the transaction.</p> <p>The Ramsay principle is a complex area of law, and it is important to seek professional advice if you are unsure whether a particular transaction will be affected by it.</p> <p><b>**Examples of how the Ramsay principle has been applied:**</b></p> <p>* In the case of Furniss v Inland Revenue Commissioners [1994] STC 270, the taxpayer sold shares in a company to a trust and then leased the shares back from the trust. The taxpayer claimed a tax deduction for the rental payments, but the Ramsay principle was applied to deny the deduction.</p> <p>* In the case of Barclays Mercantile Business Finance Ltd v Mawson [2005] 1 AC 684, the taxpayer entered into a series of transactions that resulted in a capital loss. The taxpayer claimed the capital loss against its capital gains, but the Ramsay principle was applied to deny the loss.</p> <p><b>**Conclusion:**</b></p> <p>The Ramsay principle is a complex and important area of tax law. It is important to seek professional advice if you are unsure whether a particular transaction will be affected by it.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance:        2 (5 marks)</p> <p>Citations:        1 (3 marks)</p> <p>Clarity:           2 (2 marks)</p> <p><b>Total:            5</b></p> <p><i>(The Ramsay principle is a principle of statutory interpretation which requires a statute to be construed purposively. This idea has been extended by later case law to also require facts to be construed realistically.</i></p>

	Question	Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
				<p><i>The answer correctly identifies this principal and its effect. However, the case descriptions it gives to illustrate how Ramsay has been applied in practice are incorrect.</i></p> <p><i>The cases are correctly named however one of the citations is incorrect. There are also many more relevant cases, including Ramsay itself, which are not referenced.</i></p> <p><i>The answer is easy to read, even though it is partially incorrect.)</i></p>
14	<p>Summarise some practical steps a taxpayer could take to avoid committing a failure to prevent the criminal facilitation of tax evasion offence.</p>	<p><b>ANSWER</b></p> <p>Under the Criminal Finances Act 2017, a taxpayer can commit a criminal offence if they fail to prevent a person associated with them from criminally facilitating tax evasion. Practical steps a taxpayer can take to avoid committing this offence include:</p> <ol style="list-style-type: none"> <li>1. Implementing a risk-based due diligence process to identify and assess the risk of associated persons facilitating tax evasion.</li> <li>2. Establishing a system of internal controls, including appropriate policies and procedures, to mitigate the risk of associated persons facilitating tax evasion.</li> <li>3. Providing regular training to employees and associated persons on the risk of facilitating tax evasion and the importance of complying with the internal controls.</li> <li>4. Regularly monitoring and reviewing the effectiveness of the internal controls.</li> <li>5. Taking appropriate action when a breach of the internal controls is identified.</li> </ol> <p>These steps are in line with the guidance issued by HMRC in relation to the offence (HMRC, 'Failure to prevent the criminal facilitation of tax evasion: A guide for relevant bodies', 2017).</p> <p>References</p> <p>HMRC (2017) Failure to prevent the criminal facilitation of tax evasion: A guide for relevant bodies. Available at: <a href="https://www.gov.uk/government/publications/failure-to-prevent-the-criminal-facilitation-of-tax-evasion-a-guide-for-relevant-bodies/failure-to-prevent-the-criminal-facilitation-of-tax-evasion-a-guide-for-relevant-bodies">https://www.gov.uk/government/publications/failure-to-prevent-the-criminal-facilitation-of-tax-evasion-a-guide-for-relevant-bodies/failure-to-prevent-the-criminal-facilitation-of-tax-evasion-a-guide-for-relevant-bodies</a> (Accessed: 14 May 2020).</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 3 (5 marks)</p>	<p><b>ANSWER</b></p> <p>Practical steps a taxpayer could take to avoid committing a failure to prevent the criminal facilitation of tax evasion offence include:</p> <p>Ensuring that all employees, agents and other third parties are aware of the company's policies and procedures regarding tax compliance;</p> <p>Implementing an effective system of internal controls which are regularly monitored and updated;</p> <p>Undertaking due diligence checks on all new employees, agents and third parties;</p> <p>Providing training to staff on anti-money laundering regulations, including those relating to tax evasion;</p> <p>Encouraging staff to report any suspicious activity or concerns they may have about potential breaches of the law; and</p> <p>Taking appropriate disciplinary action against any employee found guilty of facilitating tax evasion offences.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 3 (5 marks)</p> <p><i>Citations:</i> 1 (3 marks)</p> <p><i>Clarity:</i> 2 (2 marks)</p> <p><b>Total:</b> 6</p> <p><i>(The Criminal Finances Act 2017 created two separate offences: failure to prevent facilitation of UK tax evasion and failure to prevent facilitation of overseas tax evasion. An entity will not commit a failure to prevent offence if they have reasonable prevention procedures in place. Government guidance sets out that these procedures should include: Risk assessment; Proportionality of risk-based prevention procedures; Top level commitment; Due diligence; Communication (including training); Monitoring and review.</i></p>	<p><b>ANSWER</b></p> <p>Here are some practical steps a taxpayer could take to avoid committing a failure to prevent the criminal facilitation of tax evasion offence:</p> <p>* **Implement a risk assessment process.** This process should identify the risks of tax evasion within the taxpayer's business and the steps that can be taken to mitigate those risks.</p> <p>* **Put in place reasonable procedures to prevent tax evasion.** These procedures should be tailored to the taxpayer's specific business and risks. Some examples of reasonable procedures include:</p> <ul style="list-style-type: none"> <li>* Having a clear and concise tax policy in place.</li> <li>* Providing training on tax compliance to employees.</li> <li>* Carrying out due diligence on customers and suppliers.</li> <li>* Monitoring transactions for suspicious activity.</li> </ul> <p>* **Review and update the risk assessment process and reasonable procedures on a regular basis.** This ensures that the taxpayer's procedures are effective and up-to-date.</p> <p>Here are some additional practical steps that taxpayers can take to avoid committing a failure to prevent the criminal facilitation of tax evasion offence:</p> <p>* **Have a system in place for reporting suspicious activity.** This system should be confidential and allow employees to report suspicious activity without fear of reprisal.</p> <p>* **Cooperate with law enforcement agencies.** If the taxpayer suspects that tax evasion is taking place, they should cooperate with law enforcement agencies to investigate the matter.</p> <p>* **Seek professional advice.** Taxpayers who are unsure about their obligations under the law should seek professional advice from a qualified tax advisor.</p> <p>It is important to note that there is no one-size-fits-all approach to preventing tax evasion. The steps that a taxpayer needs to take will vary depending on the specific circumstances of their business. However, by following the steps outlined above, taxpayers can reduce the risk of committing a failure to prevent the criminal facilitation of tax evasion offence.</p> <p>**Relevant statutes and case law:**</p> <ul style="list-style-type: none"> <li>* Criminal Finances Act 2017</li> <li>* Wood v Capita Insurance Services Ltd [2017] UKSC 24</li> <li>* Rainy Sky SA v Kookmin Bank [2011] UKSC 50</li> </ul> <p>**Conclusion:**</p> <p>Taxpayers can reduce the risk of committing a failure to prevent the criminal facilitation of tax evasion offence by implementing a risk assessment process, putting in place reasonable procedures to prevent</p>



Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
		<p><b>Citations:</b> 2 (3 marks)</p> <p><b>Clarity:</b> 2 (2 marks)</p> <p><b>Total:</b> 7</p> <p>(The Criminal Finances Act 2017 created two separate offences: failure to prevent facilitation of UK tax evasion and failure to prevent facilitation of overseas tax evasion. An entity will not commit a failure to prevent offence if they have reasonable prevention procedures in place. Government guidance sets out that these procedures should include: Risk assessment; Proportionality of risk-based prevention procedures; Top level commitment; Due diligence; Communication (including training); Monitoring and review.</p> <p>The answer given is correct although incomplete (i.e. does not cover all the principles).</p> <p>The legislative citation is correct, although does not reference the specific section numbers. The citation to the HMRC guidance is correct (although the link is incorrect - however it may be an old link).</p> <p>The answer is easy to read.)</p>	<p>The answer given is correct although incomplete (i.e. does not cover all the principles).</p> <p>The answer does not cite the relevant legislation or guidance.</p> <p>The answer is easy to read.)</p>	<p>tax evasion, and reviewing and updating their procedures on a regular basis. Taxpayers should also have a system in place for reporting suspicious activity, cooperate with law enforcement agencies, and seek professional advice if they are unsure about their obligations under the law.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><b>Substance:</b> 3 (5 marks)</p> <p><b>Citations:</b> 1 (3 marks)</p> <p><b>Clarity:</b> 0 (2 marks)</p> <p><b>Total:</b> 4</p> <p>(The Criminal Finances Act 2017 created two separate offences: failure to prevent facilitation of UK tax evasion and failure to prevent facilitation of overseas tax evasion. An entity will not commit a failure to prevent offence if they have reasonable prevention procedures in place. Government guidance sets out that these procedures should include: Risk assessment; Proportionality of risk-based prevention procedures; Top level commitment; Due diligence; Communication (including training); Monitoring and review.</p> <p>The answer given is correct although incomplete (i.e. does not cover all the principles).</p> <p>The citation to the Criminal Finances Act is correct however there is no reference to the relevant guidance and there are references to irrelevant case law.</p> <p>The drafting is somewhat muddled and duplicative.)</p>
15	<p>An agreement contains the following gross up clause for withholding tax:</p> <p>“All sums payable under this Agreement shall be paid free and clear of all deductions, withholdings, set-offs or counterclaims whatsoever save only as may be required by law. If any deductions or withholdings are required by law, the payer shall account to the relevant Tax Authority for the amount so required to be deducted or withheld and shall be obliged to pay to the recipient such additional amounts as will ensure that the recipient receives, in total, an amount which (after such deduction or withholding has been made) is no more and no less than it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding”.</p>	<p><b>ANSWER</b></p> <p>The payer must pay the recipient £80, which is the £100 payment less the 20% withholding tax. The payer must also pay the Tax Authority £20, which is the amount of withholding tax due. This is in accordance with the gross up clause in the agreement, which requires the payer to pay the recipient such additional amounts as will ensure that the recipient receives, in total, an amount which (after such deduction or withholding has been made) is no more and no less than it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding. This is in accordance with the UK withholding tax regime set out in the Income Tax (Earnings and Pensions) Act 2003, ss 874-876.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><b>Substance:</b> 0 (5 marks)</p> <p><b>Citations:</b> 0 (3 marks)</p> <p><b>Clarity:</b> 0 (2 marks)</p> <p><b>Total:</b> 0</p> <p>(The recipient needs to be paid £100, and the tax authority £20 (on the basis of HMRC guidance).</p> <p>The answer given is incorrect.</p> <p>The legislation cited is fictitious - whilst ITEPA 2003 is a “real” act, there is no section 874-876. No case law or guidance is cited.</p> <p>The drafting is somewhat muddled.)</p>	<p><b>ANSWER</b></p> <p>The payer has to pay £80 to the recipient of the payment and £20 to the Tax Authority. This is because under the gross up clause, the payer is obliged to pay an additional amount which will ensure that after deduction of withholding tax, the recipient receives an amount equal to what it would have been entitled to receive in its absence. Therefore, in this case, since 20% of £100 is £20, then in order for the recipient to receive its full entitlement (£100) after deduction of withholding tax then it must be paid an additional amount of £20. Therefore, in total, the payer must pay out a sum of £100 (£80 +£20).</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><b>Substance:</b> 0 (5 marks)</p> <p><b>Citations:</b> 1 (3 marks)</p> <p><b>Clarity:</b> 0 (2 marks)</p> <p><b>Total:</b> 1</p> <p>(The recipient needs to be paid £100, and the tax authority £20 (on the basis of HMRC guidance).</p> <p>The answer given is incorrect.</p> <p>No legislation, case law or guidance is cited.</p> <p>The drafting is somewhat muddled.)</p>	<p><b>ANSWER</b></p> <p>Under the gross-up clause in the agreement, the payer must pay the recipient an additional amount to ensure that the recipient receives the same amount of money as they would have received if there was no withholding tax.</p> <p>To calculate the amount that the payer must pay the recipient, we first need to calculate the amount of withholding tax that will be deducted. The withholding tax is calculated as 20% of the interest payment, which is £20.</p> <p>The payer must then pay the recipient an additional amount to make up for the withheld tax. This amount is calculated as follows:</p> <p>...</p> <p>Additional amount = Withholding tax / (1 - Withholding tax rate)</p> <p>...</p> <p>Additional amount = £20 / (1 - 0.2) = £25</p> <p>...</p> <p>Therefore, the payer must pay the recipient £25 in addition to the interest payment of £100, for a total payment of £125.</p> <p>The payer must also pay the withholding tax of £20 to the Tax Authority.</p> <p>In conclusion, the payer must pay £125 to the recipient of the payment and £20 to the Tax Authority.</p> <p>-----</p>



Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
	An interest payment of £100 is subject to UK withholding tax at a rate of 20%. How much does the payer have to pay to the recipient of the payment and how much does it have to pay to the Tax Authority?			<b>ASSESSMENT</b> <i>Substance:</i> 0 (5 marks) <i>Citations:</i> 1 (3 marks) <i>Clarity:</i> 0 (2 marks) <b>Total:</b> 1 <i>(The recipient needs to be paid £100, and the tax authority £20 (on the basis of HMRC guidance). The answer given is incorrect (although it may be trying to deal with a particular (more sophisticated) concern which would arise if the gross-up payment was itself treated as interest subject to withholding tax - but it has explained this wrongly). No legislation, case law or guidance is cited. The drafting is somewhat muddled.)</i>
<b>Data privacy</b>				
16	Describe the situations in which a criminal offence might be committed under the Data Protection Act 2018?	<b>ANSWER</b> Under the Data Protection Act 2018, a criminal offence may be committed in the following situations:  1. Unauthorised or intentional access to, alteration, disclosure, or destruction of personal data (section 170).  2. Intentionally or recklessly re-identifying individuals from anonymised or pseudonymised data (section 171).  3. Selling or offering to sell personal data (section 172).  4. Failing to comply with an enforcement notice (section 173).  5. Failing to comply with an information notice (section 174).  6. Failing to comply with a data protection impact assessment requirement (section 175).  7. Failing to comply with a data protection principle (section 176).  8. Failing to comply with a subject access request (section 177).  [TEXT OMITTED <sup>1</sup> ]	<b>ANSWER</b> Under the Data Protection Act 2018, a criminal offence may be committed in the following situations:  Processing personal data without the appropriate lawful basis (section 170); Failing to comply with an information notice (section 172); Altering or destroying records with intent to prevent disclosure (section 173); Obstructing or providing false information in response to an information notice (section 174); Failing to notify the Information Commissioner of a data breach (section 175); and Selling or offering to sell unlawfully obtained personal data (section 176).  ----- <b>ASSESSMENT</b> <i>Substance:</i> 0 (5 marks) <i>Citations:</i> 0 (3 marks) <i>Clarity:</i> 0 (2 marks) <b>Total:</b> 0	<b>ANSWER</b> There are a number of situations in which a criminal offence might be committed under the Data Protection Act 2018 (DPA 2018). These include:  * **Unlawfully obtaining personal data.** This could involve hacking into a computer system, stealing a database of personal data, or tricking someone into revealing their personal data. * **Disclosing personal data without consent.** This could involve selling personal data to third parties, publishing personal data online, or sharing personal data with colleagues who do not need to know it. * **Failing to destroy personal data when it is no longer needed.** This could involve keeping personal data on file for longer than necessary, or failing to properly dispose of personal data when it is no longer needed. * **Altering or deleting personal data with the intention of preventing disclosure to the data subject.** This could involve deleting a data subject's email history, or changing a data subject's contact details so that they cannot be contacted. * **Knowingly or recklessly re-identifying personal data that has been de-identified.** This could involve using publicly available information to identify a person who has been de-identified in a dataset.  In addition to the above, there are a number of other specific offences that can be committed under the DPA 2018, such as failing to comply with a subject access request or failing to report a data breach to the Information Commissioner's Office (ICO).  The maximum penalty for a criminal offence under the DPA 2018 is a fine of up to £500,000 or a prison sentence of up to two years, or both.  **Relevant statutes and case law:**  * Data Protection Act 2018 * ICO guidance on criminal offences under the Data Protection Act 2018

<sup>1</sup> The omitted text states: " 9. Failing to comply with a request for rectification, erasure or restriction of processing (section 178). 10. Failing to comply with a notification requirement (section 179). 11. Failing to comply with a requirement to provide information to the Information Commissioner (section 180). 12. Failing to comply with a requirement to provide information to the Information Commissioner (section 181). 13. Failing to comply with a requirement to provide information to the Information Commissioner (section 182). 14. Failing to comply with a requirement to provide information to the Information Commissioner (section 183). 15. Failing to comply with a requirement to provide information to the Information Commissioner (section 184). 16. Failing to comply with a requirement to provide information to the Information Commissioner (section 185). 17. Failing to comply with a requirement to provide information to the Information Commissioner (section 186). 18. Failing to comply with a requirement to provide information to the Information Commissioner (section 187). 19. Failing to comply with a requirement to provide information to the Information Commissioner (section 188). 20. Failing to comply with a requirement to provide information to the Information Commissioner (section 189). 21. Failing to comply with a requirement to provide information to the Information Commissioner (section 190). 22. Failing to comply with a requirement to

Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
		<p>50. Failing to comply with a requirement to provide information to the Information Commissioner (section 219).</p> <p>Relevant Statutes:</p> <p>Data Protection Act 2018</p> <p>Relevant Case Law:</p> <p>R v. Evans [2020] EWCA Crim 1743</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 0 (5 marks)</p> <p>Citations: 0 (3 marks)</p> <p>Clarity: 0 (2 marks)</p> <p><b>Total: 0</b></p> <p>(This answer is nonsense and most of the statutory references are wrong, even without the mad death spiral of fictional offences of failing to provide information to the ICO in the middle.)</p>	<p>(The answer is seriously incorrect and generally just nonsense. Most of these offences are made up.)</p>	<p><b>**Conclusion:**</b></p> <p>There are a number of situations in which a criminal offence might be committed under the Data Protection Act 2018. It is important to be aware of these offences and to take steps to avoid committing them.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 1 (5 marks)</p> <p>Citations: 0 (3 marks)</p> <p>Clarity: 1 (2 marks)</p> <p><b>Total: 2</b></p> <p>(Some parts of the answer are correct but parts of the answer are made up and the reference to two years imprisonment is entirely fictional.)</p>
17	I own a shop and have CCTV that captures the footpath outside my shop. The police ask me to disclose CCTV footage on voluntary basis in connection with a robbery. Would disclosing the CCTV footage be a breach of the UK GDPR?	<p><b>ANSWER</b></p> <p>No, disclosing the CCTV footage to the police on a voluntary basis would not be a breach of the UK GDPR. Under the GDPR, personal data can be processed for law enforcement purposes if it is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller (Article 6(1)(e)). The processing of personal data for law enforcement purposes is further regulated by the Law Enforcement Directive (Directive (EU) 2016/680). In this case, disclosing the CCTV footage to the police would be a lawful processing of personal data for law enforcement purposes.</p> <p>-----</p> <p><b>ASSESSMENT</b></p>	<p><b>ANSWER</b></p> <p>Under the General Data Protection Regulation (GDPR), organisations must only process personal data if they have a legal basis for doing so. In this case, disclosing the CCTV footage to the police would be considered processing of personal data and therefore you would need to consider whether there is a legal basis for doing so.</p> <p>The GDPR does not provide an exhaustive list of all possible legal bases for processing personal data, however one possible legal basis in this case could be legitimate interests. Legitimate interests are defined as 'the interests of an organisation in</p>	<p><b>ANSWER</b></p> <p>Disclosing CCTV footage to the police in connection with a robbery is unlikely to be a breach of the UK GDPR, provided that the disclosure is necessary and proportionate for the purpose of preventing or detecting a crime.</p> <p>The UK GDPR allows for the processing of personal data for law enforcement purposes if it is necessary for the prevention, investigation, detection or prosecution of criminal offences, or for the execution of criminal penalties, including the safeguarding against and prevention of threats to public security.</p> <p>In the case of a robbery, it is likely to be necessary and proportionate for the police to request CCTV footage from a shop in order to identify and apprehend the perpetrator.</p> <p>However, it is important to note that the UK GDPR requires data controllers to take appropriate technical and organisational measures to protect personal data from unauthorised or unlawful</p>

provide information to the Information Commissioner (section 191).23. Failing to comply with a requirement to provide information to the Information Commissioner (section 192).24. Failing to comply with a requirement to provide information to the Information Commissioner (section 193).25. Failing to comply with a requirement to provide information to the Information Commissioner (section 194).26. Failing to comply with a requirement to provide information to the Information Commissioner (section 195).27. Failing to comply with a requirement to provide information to the Information Commissioner (section 196).28. Failing to comply with a requirement to provide information to the Information Commissioner (section 197).29. Failing to comply with a requirement to provide information to the Information Commissioner (section 198).30. Failing to comply with a requirement to provide information to the Information Commissioner (section 199).31. Failing to comply with a requirement to provide information to the Information Commissioner (section 200).32. Failing to comply with a requirement to provide information to the Information Commissioner (section 201).33. Failing to comply with a requirement to provide information to the Information Commissioner (section 202).34. Failing to comply with a requirement to provide information to the Information Commissioner (section 203).35. Failing to comply with a requirement to provide information to the Information Commissioner (section 204).36. Failing to comply with a requirement to provide information to the Information Commissioner (section 205).37. Failing to comply with a requirement to provide information to the Information Commissioner (section 206).38. Failing to comply with a requirement to provide information to the Information Commissioner (section 207). 39. Failing to comply with a requirement to provide information to the Information Commissioner (section 208).40. Failing to comply with a requirement to provide information to the Information Commissioner (section 209).41. Failing to comply with a requirement to provide information to the Information Commissioner (section 210).42. Failing to comply with a requirement to provide information to the Information Commissioner (section 211).43. Failing to comply with a requirement to provide information to the Information Commissioner (section 212).44. Failing to comply with a requirement to provide information to the Information Commissioner (section 213).45. Failing to comply with a requirement to provide information to the Information Commissioner (section 214).46. Failing to comply with a requirement to provide information to the Information Commissioner (section 215).47. Failing to comply with a requirement to provide information to the Information Commissioner (section 216).48. Failing to comply with a requirement to provide information to the Information Commissioner (section 217). 49. Failing to comply with a requirement to provide information to the Information Commissioner (section 218)."

Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
		<p><b>Substance:</b> 3 (5 marks)</p> <p><b>Citations:</b> 2 (3 marks)</p> <p><b>Clarity:</b> 1 (2 marks)</p> <p><b>Total:</b> 6</p> <p><i>(Not a bad answer. However, it's not clear if Art 6(1)(e) applies to the shop owner, so this should flag that disclosure might need to be under the legitimate interests test. The reference to the LED is also wrong as that only applies to law enforcement agencies. Finally, the answer doesn't refer to Para 10(2) of Sch 2 of the DPA 2018)</i></p>	<p>conducting and managing its activities', which includes providing assistance to law enforcement agencies where necessary. Therefore, if you can demonstrate that it is necessary to disclose the CCTV footage in order to assist with a police investigation then it may be possible that disclosing the footage would not constitute a breach of GDPR.</p> <p>Relevant legislation: General Data Protection Regulation 2016/679</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><b>Substance:</b> 2 (5 marks)</p> <p><b>Citations:</b> 2 (3 marks)</p> <p><b>Clarity:</b> 1 (2 marks)</p> <p><b>Total:</b> 5</p> <p><i>(Bit of this are wrong – such as the suggestion that the GDPR does not contain an exhaustive list of legal bases or the definition of legitimate interests. There is no mention of Art 6(1)(e) as an alternate legal basis and no reference to Para 10(2) of Sch 2 of the DPA 2018. The answer should refer to the UK GDPR.)</i></p>	<p>processing and accidental loss, destruction or alteration. This means that the shop owner should take steps to ensure that the CCTV footage is only disclosed to the police in a secure manner.</p> <p>The shop owner should also inform the police of any specific concerns they have about the disclosure of the CCTV footage. For example, the shop owner may be concerned about the potential for the footage to be used to identify and track innocent people.</p> <p>The police should be able to provide the shop owner with assurances about how the CCTV footage will be used and protected.</p> <p><b>**Relevant statutes and regulation:**</b></p> <p>* General Data Protection Regulation (GDPR)</p> <p>* UK Data Protection Act 2018</p> <p><b>**Guidance:**</b></p> <p>* ICO guidance on disclosing personal data to law enforcement agencies</p> <p><b>**Conclusion:**</b></p> <p>Disclosing CCTV footage to the police in connection with a robbery is unlikely to be a breach of the UK GDPR, provided that the disclosure is necessary and proportionate for the purpose of preventing or detecting a crime. However, the shop owner should take steps to ensure that the CCTV footage is only disclosed to the police in a secure manner.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><b>Substance:</b> 2 (5 marks)</p> <p><b>Citations:</b> 1 (3 marks)</p> <p><b>Clarity:</b> 2 (2 marks)</p> <p><b>Total:</b> 5</p> <p><i>(There is no proper discussion of the legal basis for disclosure and no reference to Para 10(2) of Sch 2 of the DPA 2018.)</i></p>
18	Does an NHS hospital have to appoint a data protection officer?	<p><b>ANSWER</b></p> <p>Yes, an NHS hospital is required to appoint a data protection officer (DPO) under the General Data Protection Regulation (GDPR). Article 37 of the GDPR states that any public body or organisation which processes personal data on a large scale must appoint a DPO. The UK Data Protection Act 2018, which implements the GDPR in the UK, defines a public body as including the NHS, and the NHS Digital Data Security and Protection Toolkit (DSPT) states that all NHS organisations must appoint a DPO. The case of <i>Wijsmuller v The Netherlands</i> (2018) C-25/17 also confirms that public bodies are required to appoint a DPO.</p> <p>-----</p>	<p><b>ANSWER</b></p> <p>Under the General Data Protection Regulation (GDPR), any organisation which processes personal data on a large scale must appoint a Data Protection Officer (DPO). The GDPR does not define 'large scale', however the Information Commissioner's Office (ICO) has issued guidance stating that an NHS hospital would likely meet this criteria. Therefore, an NHS hospital is required to appoint a DPO.</p> <p>Relevant legislation: General Data Protection Regulation 2016/679 Information Commissioner's Office Guidance: Appointing</p>	<p><b>ANSWER</b></p> <p>Yes, an NHS hospital has to appoint a data protection officer (DPO) under the UK General Data Protection Regulation (UK GDPR).</p> <p>The UK GDPR requires certain organizations to appoint a DPO, including public authorities and organizations that process personal data on a large scale or that process sensitive personal data.</p> <p>The NHS is a public authority and it processes a large amount of personal data, including patient records, staff records, and financial records. Therefore, NHS hospitals are required to appoint a DPO.</p> <p>The DPO is responsible for overseeing the NHS hospital's compliance with the UK GDPR. The DPO provides advice and guidance to staff on data protection matters, and they also investigate and respond to data breaches.</p>

Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
		<p><b>ASSESSMENT</b></p> <p>Substance: 2 (5 marks)</p> <p>Citations: 0 (3 marks)</p> <p>Clarity: 1 (2 marks)</p> <p><b>Total: 3</b></p> <p><i>(The test is whether there is regular and systematic monitoring on a large scale or processing of special category personal data on a large scale – not just processing on a large scale. The case cited is fictional. The answer should refer to the UK GDPR.)</i></p>	<p>a data protection officer - <a href="https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/accountability-and-governance/data-protection-officers/">https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/accountability-and-governance/data-protection-officers/</a>.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 2 (5 marks)</p> <p>Citations: 1 (3 marks)</p> <p>Clarity: 2 (2 marks)</p> <p><b>Total: 5</b></p> <p><i>(The test is whether there is regular and systematic monitoring on a large scale or processing of special category personal data on a large scale – not just processing on a large scale. There is no reference to the fact the hospital might have to appoint a DPO because it is a public body. The answer should refer to the UK GDPR and should cite the relevant article.)</i></p>	<p>The DPO must be independent from the NHS hospital's management and they must have the appropriate expertise and knowledge of data protection law.</p> <p><b>**Relevant statutes and regulation:**</b></p> <p>* UK General Data Protection Regulation (UK GDPR)</p> <p><b>**Guidance:**</b></p> <p>* ICO guidance on the role of the data protection officer</p> <p><b>**Conclusion:**</b></p> <p>NHS hospitals are required to appoint a data protection officer under the UK GDPR. The DPO is responsible for overseeing the NHS hospital's compliance with the UK GDPR.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 2 (5 marks)</p> <p>Citations: 0 (3 marks)</p> <p>Clarity: 2 (2 marks)</p> <p><b>Total: 4</b></p> <p><i>(The test is whether there is regular and systematic monitoring on a large scale or processing of special category personal data on a large scale – not just processing on a large scale or processing of special category personal data. There is no reference to the fact the hospital might have to appoint a DPO because it is a public body. The answer should cite the relevant article.)</i></p>
19	My website uses Google analytics. Write a paragraph I include in my website privacy policy to disclose the fact that Google analytics are used?	<p><b>ANSWER</b></p> <p>Under English law, website operators must provide users with information about the personal data they collect, how it is used, and with whom it is shared. This includes the use of Google Analytics.</p> <p>Therefore, the website privacy policy should include a paragraph which states that the website uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses cookies, which are text files placed on your computer, to help the website analyze how users use the site. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will</p>	<p><b>ANSWER</b></p> <p>Our website uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies", which are text files placed on your computer to help the website analyse how users use the site. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States.</p> <p>Google will use this information for the purpose of evaluating your use of our website, compiling reports on website activity for us and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf.</p>	<p><b>ANSWER</b></p> <p><b>**Google Analytics**</b></p> <p>Our website uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses cookies to collect information about how users navigate our website. This information is used to generate reports on website activity and to help us improve our website.</p> <p>The information collected by Google Analytics includes:</p> <ul style="list-style-type: none"> <li>* The IP address of the user's device</li> <li>* The pages visited on our website</li> <li>* The time and date of the visit</li> <li>* The browser and operating system used by the user</li> <li>* The referrer website (if any)</li> </ul> <p>Google Analytics may also collect other information about the user's device and behavior, such as the user's language settings and the type of device used.</p> <p>Google Analytics uses the information collected to generate reports on website activity and to help us improve our website. For example, we use Google Analytics to track the number of visitors to our</p>



Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
		<p>not associate your IP address with any other data held by Google.</p> <p>You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to use the full functionality of this website. By using this website, you consent to the processing of data about you by Google in the manner and for the purposes set out above.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 2 (5 marks)</p> <p><i>Citations:</i> 1 (3 marks)</p> <p><i>Clarity:</i> 1 (2 marks)</p> <p><b>Total: 4</b></p> <p><i>(Doesn't properly address the instruction in the question. Incorrectly suggests that continue to use the website demonstrates consent. Doesn't contain a link to Google's privacy policy.)</i></p>	<p>You may refuse the use of cookies by selecting the appropriate settings on your browser; however please note that if you do this you may not be able to use all features of our website. By using our website, you consent to processing data about you in accordance with these terms and conditions and agree that all data is processed in accordance with applicable laws including GDPR 2018/679.</p> <p>Relevant legislation: General Data Protection Regulation 2016/679</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 3 (5 marks)</p> <p><i>Citations:</i> 1 (3 marks)</p> <p><i>Clarity:</i> 1 (2 marks)</p> <p><b>Total: 5</b></p> <p><i>(Refers to the wrong legislation (cookies notices are primarily necessary under PECR, not the GDPR). Wrongly suggests that continuing to use the site demonstrates consent. Doesn't provide a link to Google's privacy policy)</i></p>	<p>website, the pages that are most popular, and the time that visitors spend on our website. We also use Google Analytics to identify any areas where we can improve our website, such as by making it easier to navigate or by providing more relevant content.</p> <p>Google Analytics does not collect any personally identifiable information about users. However, Google may combine the information collected by Google Analytics with other information that it has about the user, such as the user's Google account information.</p> <p>You can learn more about Google Analytics and how it uses data by visiting the following links:</p> <p>* Google Analytics Privacy Policy: <a href="https://popupsmart.com/blog/google-analytics-privacy-policy">https://popupsmart.com/blog/google-analytics-privacy-policy</a></p> <p>* How Google uses information from sites or apps that use our services: <a href="https://policies.google.com/technologies/partner-sites?hl=en-US">https://policies.google.com/technologies/partner-sites?hl=en-US</a></p> <p>You can opt out of Google Analytics by visiting the following link:</p> <p>* Google Analytics Opt-Out Browser Add-on: <a href="https://tools.google.com/dlpage/gaoptout">https://tools.google.com/dlpage/gaoptout</a></p> <p>By using our website, you consent to the collection and processing of your data by Google Analytics in the manner described above.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 4 (5 marks)</p> <p><i>Citations:</i> 1 (3 marks)</p> <p><i>Clarity:</i> 2 (2 marks)</p> <p><b>Total: 7</b></p> <p><i>(Generates a sensible response. Some of the hyperlinks suggested are a little odd.)</i></p>
20	I operate a takeaway pizza restaurant. I record my customer's names and addresses in my computerised ordering system so I can deliver the pizza to them. What legal basis in the UK GDPR might I rely on?	<p><b>ANSWER</b></p> <p>Under the General Data Protection Regulation (GDPR), organisations must only process personal data if they have a legal basis for doing so. In this case, recording customer's names and addresses in your computerised ordering system would be considered processing of personal data and therefore you would need to consider whether there is a legal basis for doing so.</p> <p>The GDPR does not provide an exhaustive list of all possible legal bases for processing personal data, however one possible legal basis in this case could be legitimate interests. Legitimate interests are defined as 'the interests of an organisation in conducting and managing its activities', which includes providing goods or services to customers. Therefore, if you can demonstrate that it is necessary to record customer's names and addresses in order to deliver the pizza then it may be</p>	<p><b>ANSWER</b></p> <p>Under the General Data Protection Regulation (GDPR), organisations must only process personal data if they have a legal basis for doing so. In this case, recording customer's names and addresses in your computerised ordering system would be considered processing of personal data and therefore you would need to consider whether there is a legal basis for doing so.</p> <p>The GDPR does not provide an exhaustive list of all possible legal bases for processing personal data, however one possible legal basis in this case could be legitimate interests. Legitimate interests are defined as 'the interests of an organisation in conducting and managing its activities', which includes providing goods or services to customers. Therefore, if you can</p>	<p><b>ANSWER</b></p> <p>As a takeaway pizza restaurant operator, you may rely on the following legal basis in the UK GDPR for recording your customer's names and addresses in your computerised ordering system so you can deliver the pizza to them:</p> <p>* **Performance of a contract.** This basis allows you to process personal data that is necessary for the performance of a contract to which the data subject is a party or in order to take steps at the request of the data subject prior to entering into a contract. In your case, you need to process your customers' names and addresses in order to deliver the pizza to them, which is a contractual obligation.</p> <p>To ensure that you are complying with the UK GDPR, you should only process the personal data that is necessary for the purpose of delivering the pizza. For example, you do not need to process your customers' phone numbers or email addresses unless you need to contact them about their order.</p> <p>You should also have appropriate security measures in place to protect your customers' personal data from unauthorised access, use, disclosure, alteration, or destruction.</p> <p>**Relevant statutes and regulation:**</p>



Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
		<p>possible that recording this information would not constitute a breach of GDPR.</p> <p>Relevant legislation: General Data Protection Regulation 2016/679</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 2 (5 marks)</p> <p>Citations: 1 (3 marks)</p> <p>Clarity: 2 (2 marks)</p> <p><b>Total: 5</b></p> <p><i>(The GDPR does provide an exhaustive list of legal bases. Whilst it is possible to rely on legitimate interests in this situation, the better condition to rely on is performance of a contract. The answer doesn't explain what that is not chosen. The answer should refer to the UK GDPR.)</i></p>	<p>demonstrate that it is necessary to record customer's names and addresses in order to deliver the pizza then it may be possible that recording this information would not constitute a breach of GDPR.</p> <p>Relevant legislation: General Data Protection Regulation 2016/679</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 2 (5 marks)</p> <p>Citations: 1 (3 marks)</p> <p>Clarity: 2 (2 marks)</p> <p><b>Total: 5</b></p> <p><i>(The GDPR does provide an exhaustive list of legal bases. Whilst it is possible to rely on legitimate interests in this situation, the better condition to rely on is performance of a contract. The answer doesn't explain what that is not chosen. The answer should refer to the UK GDPR.)</i></p>	<p>* UK General Data Protection Regulation (UK GDPR)</p> <p><b>**Guidance:**</b></p> <p>* ICO guidance on the legal bases for processing personal data</p> <p><b>**Conclusion:**</b></p> <p>As a takeaway pizza restaurant operator, you may rely on the legal basis of performance of a contract to record your customers' names and addresses in your computerised ordering system so you can deliver the pizza to them. However, you should only process the personal data that is necessary for the purpose of delivering the pizza and you should have appropriate security measures in place to protect your customers' personal data.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 4 (5 marks)</p> <p>Citations: 1 (3 marks)</p> <p>Clarity: 2 (2 marks)</p> <p><b>Total: 7</b></p> <p><i>(This is a relatively simple question but the answer is broadly right. However, it does not cite the relevant Article of the GDPR and the reference to the ICO guidance is potentially suspect (the guidance is called "A guide to lawful basis" which might suggest the guidance referred to in the answer is made up))</i></p>
Employment				
21	Is obesity a health condition that is capable of satisfying the definition of a disability under section 6(1) of the Equality Act 2010?	<p><b>ANSWER</b></p> <p>Yes, obesity can be a disability under section 6(1) of the Equality Act 2010. This is because obesity can be a physical or mental impairment which has a substantial and long-term adverse effect on a person's ability to carry out normal day-to-day activities. This has been confirmed by the Employment Appeal Tribunal in the case of Walker v Sita Information Networking Computing Ltd [2012] IRLR 821. The tribunal found that obesity could be a disability, and the Employment Appeal Tribunal confirmed this decision in Walker v Sita Information Networking Computing Ltd [2013] IRLR 611.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 3 (5 marks)</p> <p>Citations: 2 (3 marks)</p> <p>Clarity: 2 (2 marks)</p> <p><b>Total: 7</b></p> <p><i>(This is a high level response without analysis. The case cited is correct in name but not in citation.)</i></p>	<p><b>ANSWER</b></p> <p>Under section 6(1) of the Equality Act 2010, a person is considered to have a disability if they have a physical or mental impairment which has a substantial and long-term adverse effect on their ability to carry out normal day-to-day activities.</p> <p>The courts have held that obesity can be considered an impairment for the purposes of this definition, provided it is severe enough to meet the threshold of 'substantial' and 'long-term'. In determining whether an individual's obesity meets this threshold, consideration should be given to factors such as its duration, degree and impact on their daily life.</p> <p>Therefore, depending on the severity of an individual's obesity it may be possible that it</p>	<p><b>ANSWER</b></p> <p>Obesity is not a health condition that is automatically capable of satisfying the definition of a disability under section 6(1) of the Equality Act 2010. However, if obesity has a substantial and long-term adverse effect on a person's ability to carry out normal day-to-day activities, then it may be considered a disability.</p> <p>The Equality Act 2010 defines a disability as follows:</p> <p>&gt; A person has a disability if they have a physical or mental impairment which has a substantial and long-term adverse effect on their ability to carry out normal day-to-day activities.</p> <p>The key factors to consider are whether the obesity has a substantial and long-term adverse effect on the person's ability to carry out normal day-to-day activities. This is a case-by-case assessment and will depend on the individual's circumstances.</p> <p>For example, a person with obesity who is able to walk, talk, and work without difficulty may not be considered to have a disability. However, a person with obesity who is unable to walk or work due to their obesity may be considered to have a disability.</p>

Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
			<p>could satisfy the definition of a disability under section 6(1) of the Equality Act 2010.</p> <p>Relevant legislation: Equality Act 2010</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 3 (5 marks)</p> <p><i>Citations:</i> 2 (3 marks)</p> <p><i>Clarity:</i> 2 (2 marks)</p> <p><b>Total:</b> 7</p> <p><i>(Generally accurate but superficial analysis without reference to case law.)</i></p>	<p>It is important to note that the fact that a person is obese does not mean that they are automatically entitled to protection under the Equality Act 2010. The person must still show that their obesity has a substantial and long-term adverse effect on their ability to carry out normal day-to-day activities.</p> <p><b>**Relevant statutes and case law:**</b></p> <p>* Equality Act 2010</p> <p>* Wood v Capita Insurance Services Ltd [2017] UKSC 24</p> <p><b>**Conclusion:**</b></p> <p>Obesity is not a health condition that is automatically capable of satisfying the definition of a disability under section 6(1) of the Equality Act 2010. However, if obesity has a substantial and long-term adverse effect on a person's ability to carry out normal day-to-day activities, then it may be considered a disability.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 3 (5 marks)</p> <p><i>Citations:</i> 1 (3 marks)</p> <p><i>Clarity:</i> 2 (2 marks)</p> <p><b>Total:</b> 6</p> <p><i>(Repetitive response with no legal analysis. The case cited is fictional.)</i></p>
22	<p>Explain whether and, if so, why the non-compete covenant set out below is unenforceable?</p> <p>You shall not without the prior written consent of the Company, directly or indirectly, either alone or jointly with or on behalf of any third party and whether as principal, manager, employee, contractor, consultant, agent or otherwise howsoever at any time within the period of six months from the date of termination of your employment directly or indirectly engage or be concerned or interested in any business carried on in competition with any of the businesses of the Company or any Group Company which were carried on at the date of</p>	<p><b>ANSWER</b></p> <p>Under English law, non-compete covenants are enforceable provided they are reasonable in scope and duration. The covenant set out above is unenforceable because it is too wide in scope and duration.</p> <p>The scope of the covenant is too wide because it applies to any business in competition with the Company or any Group Company, regardless of whether the employee was involved in the business or not. This is in breach of the rule in Nordenfelt v Maxim Nordenfelt Guns and Ammunition Co Ltd [1894] AC 535, which states that a non-compete covenant must be limited to activities in which the employee was involved.</p> <p>The duration of the covenant is also too long, as it applies for a period of six months from the date of termination of employment and for a period of twelve months prior to that date. This is in breach of the rule in the case of Wood v Wadsworth [1891] 2 Ch 439, which states that a non-compete covenant must be limited to a reasonable period of time.</p>	<p><b>ANSWER</b></p> <p>The non-compete covenant set out above is likely to be unenforceable due to its broad scope and lack of geographical limitation. The courts have held that non-compete covenants must be reasonable in their scope and application, and should only cover a specific geographic area.</p> <p>In this case, the covenant does not specify any particular geographic area, which means it could potentially apply anywhere in the world. This would be considered unreasonable as it would restrict an individual's ability to work in a wide range of locations without any justification for doing so.</p> <p>Therefore, the non-compete covenant set out above is likely to be unenforceable under English law.</p> <p>Relevant legislation: Unfair Contract Terms Act 1977</p>	<p><b>ANSWER</b></p> <p>The non-compete covenant in the example is <b>**likely to be unenforceable**</b> because it is too broad in scope and duration.</p> <p>Under English law, a non-compete covenant is only enforceable if it is reasonable and necessary to protect the employer's legitimate business interests. The covenant must also be proportionate to the risk that the employee poses to the employer's business.</p> <p>The non-compete covenant in the example is too broad in scope because it applies to all businesses carried on in competition with any of the businesses of the Company or any Group Company which were carried on at the date of termination of employment or during the period of twelve months prior to that date and with which the employee was materially concerned during such period.</p> <p>This means that the employee would be prevented from working for any competitor of the Company, even if the competitor does not compete in the same industry or market as the Company. The covenant is also too long in duration, as it lasts for six months after the termination of employment.</p> <p>In the case of <b>**Home Counties Dairies v Skilton**</b>, the court held that a non-compete covenant that lasted for six months was too long, unless the employee had access to confidential information or had a close relationship with the Company's customers.</p>

	Question	Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
	<p>termination of your employment or during the period of twelve months prior to that date and with which you were materially concerned during such period.</p>	<p>In conclusion, the non-compete covenant set out above is unenforceable because it is too wide in scope and duration.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 1 (5 marks)</p> <p><i>Citations:</i> 0.5 (3 marks)</p> <p><i>Clarity:</i> 2 (2 marks)</p> <p><b>Total: 3.5</b></p> <p><i>(The response is accurate in places but it misses the fact that the covenant was considered by the leading case on severance (Tillman v Egon Zehnder). One citation is fictional; the other too old to be relevant.)</i></p>	<p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 1 (5 marks)</p> <p><i>Citations:</i> 1 (3 marks)</p> <p><i>Clarity:</i> 2 (2 marks)</p> <p><b>Total: 4</b></p> <p><i>(This is a very generalised response missing the key issue. The statute referred to is incorrect.)</i></p>	<p>In the example, it is not clear whether the employee has access to confidential information or has a close relationship with the Company's customers. Therefore, the six-month duration of the non-compete covenant is likely to be unreasonable.</p> <p><b>**Conclusion**</b></p> <p>The non-compete covenant in the example is likely to be unenforceable because it is too broad in scope and duration.</p> <p><b>**Relevant statutes and case law:**</b></p> <p>* Contracts (Restriction on Trade) Act 1999</p> <p>* Home Counties Dairies v Skilton [1970] 1 WLR 1167</p> <p><b>**Guidance:**</b></p> <p>* HM Government guidance on restrictive covenants in employment contracts</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 2 (5 marks)</p> <p><i>Citations:</i> 0 (3 marks)</p> <p><i>Clarity:</i> 2 (2 marks)</p> <p><b>Total: 4</b></p> <p><i>(General points of law are identified but without legal analysis and it fails to identify the key relevant case. The statute and guidance are fictional. The case is not directly relevant.)</i></p>
23	<p>Are there any employment-related claims which cannot be compromised under a settlement agreement? If so, are there any other means by which such claims can be settled, or alternative provisions the employer could include in the settlement agreement to protect themselves in the event of a claim?</p>	<p><b>ANSWER</b></p> <p>Yes, there are certain employment-related claims which cannot be compromised under a settlement agreement. These include claims for unfair dismissal, which can only be heard by an Employment Tribunal (ET) (Employment Rights Act 1996, s. 111A).</p> <p>In the event of a claim for unfair dismissal, the employer can protect themselves by including a clause in the settlement agreement which states that the employee waives their right to bring a claim to the ET. This clause should be carefully drafted to ensure that it is valid and enforceable. The employer may also wish to include a clause which states that the employee agrees to keep the terms of the settlement agreement confidential.</p> <p>In addition, the employer should ensure that the settlement agreement includes a clause which states that the employee has received independent legal advice before signing the agreement. This is to ensure that the employee has fully understood the terms of the</p>	<p><b>ANSWER</b></p> <p>Under English law, certain employment-related claims cannot be compromised under a settlement agreement. These include claims for unfair dismissal, discrimination and breach of contract.</p> <p>However, these claims can still be settled out of court through other means such as mediation or arbitration. Alternatively, the employer could include provisions in the settlement agreement which would protect them in the event of a claim being brought against them. For example, they could include an indemnity clause which would require the employee to reimburse any costs incurred by the employer if they were found liable for any claim arising from their employment with the company.</p>	<p><b>ANSWER</b></p> <p>Yes, there are a few employment-related claims which cannot be compromised under a settlement agreement. These include:</p> <p>* Claims of discrimination under the Equality Act 2010</p> <p>* Claims of unfair dismissal under the Employment Rights Act 1996</p> <p>* Claims of whistleblowing under the Public Interest Disclosure Act 1998</p> <p>* Claims of forced labor or human trafficking under the Modern Slavery Act 2015</p> <p>These claims are considered to be in the public interest, and it is important that employees are able to pursue them even if their employer is willing to pay them a settlement to drop the claim.</p> <p><b>**Other means of settling claims**</b></p> <p>If an employment-related claim cannot be compromised under a settlement agreement, there are a few other ways to settle the claim:</p> <p>* <b>**Mediation:**</b> Mediation is a voluntary process in which a neutral third party helps the parties to reach a mutually agreeable settlement.</p>

Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
		<p>agreement and that they have not been pressured into signing it.</p> <p>Finally, the employer should ensure that the settlement agreement includes a clause which states that the employee has been given a reasonable period of time to consider the agreement before signing it. This is to ensure that the employee has had the opportunity to take advice and to make an informed decision about the agreement.</p> <p>References:</p> <p>Employment Rights Act 1996, s. 111A.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 1 (5 marks)</p> <p><i>Citations:</i> 2 (3 marks)</p> <p><i>Clarity:</i> 1 (2 marks)</p> <p><b>Total:</b> 4</p> <p><i>(The key point in the response is incorrect. Most of the surrounding analysis is accurate but not on point. The statutory reference is correct but also not on point.)</i></p>	<p>Relevant legislation: Employment Rights Act 1996</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 1 (5 marks)</p> <p><i>Citations:</i> 2 (3 marks)</p> <p><i>Clarity:</i> 2 (2 marks)</p> <p><b>Total:</b> 5</p> <p><i>(The response is wrong and lacks any legal analysis. The statutory reference is correct.)</i></p>	<p>* **Arbitration:** Arbitration is a binding process in which a neutral third party hears the case and makes a decision.</p> <p>**Alternative provisions the employer could include in the settlement agreement to protect themselves in the event of a claim**</p> <p>If an employer is unable to include a non-compete covenant in a settlement agreement, there are a few other provisions that they could include to protect themselves in the event of a claim.</p> <p>* **Confidentiality provision:** This would prevent the employee from disclosing any confidential information about the employer or its business.</p> <p>* **Non-disparagement provision:** This would prevent the employee from making any negative statements about the employer or its business.</p> <p>It is important to note that these provisions are not guaranteed to be enforceable, and an employer should seek legal advice before including them in a settlement agreement.</p> <p>**Conclusion**</p> <p>There are a few employment-related claims which cannot be compromised under a settlement agreement, but there are other ways to settle these claims. If an employer is unable to include a non-compete covenant in a settlement agreement, there are a few other provisions that they could include to protect themselves in the event of a claim. However, it is important to note that these provisions are not guaranteed to be enforceable, and an employer should seek legal advice before including them in a settlement agreement.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 1 (5 marks)</p> <p><i>Citations:</i> 0 (3 marks)</p> <p><i>Clarity:</i> 2 (2 marks)</p> <p><b>Total:</b> 3</p> <p><i>(The analysis is largely incorrect and does not address the question. No relevant legislation or cases cited.)</i></p>
24	<p>A client is considering dismissing a senior employee with over 15 years' service. The employee's contract does not contain an express notice clause. Can the client dismiss the employee with immediate effect or is it required to give notice? If notice is required, what factors should the client consider</p>	<p><b>ANSWER</b></p> <p>Under English law, an employer must give an employee reasonable notice of termination unless the contract of employment contains an express notice clause. The employer is required to act reasonably and in good faith when determining the length of notice. Factors to consider include the employee's length of service, the seniority of the role, the availability of suitable alternative employment, and the industry practice. If the employee has over 15 years' service, the employer should give at least one month's notice.</p> <p>Relevant statutes: Employment Rights Act 1996</p>	<p><b>ANSWER</b></p> <p>Under English law, an employer is not required to give notice when dismissing an employee unless it is specified in their contract of employment. In the absence of an express notice clause, the employer may dismiss the employee with immediate effect.</p> <p>However, if the employer wishes to give notice then they should consider a number of factors such as the length of service, age and seniority of the employee. The courts have held that employees with longer service and higher seniority should be given more</p>	<p><b>ANSWER</b></p> <p>If a senior employee with over 15 years' service does not have an express notice clause in their contract, they are still entitled to reasonable notice of dismissal under English law. The amount of reasonable notice will depend on a number of factors, including the employee's length of service, their seniority, and the circumstances of the dismissal.</p> <p>The following factors are typically considered when determining how much notice to give an employee:</p> <p>* **Length of service:** The longer an employee's service, the more notice they are generally entitled to.</p> <p>* **Seniority:** More senior employees are generally entitled to more notice than more junior employees.</p>

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	when determining how much notice to give?	<p>Relevant case law: Western Excavating (ECC) Ltd v Sharp [1978] IRLR 27</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 1 (5 marks)</p> <p>Citations: 1 (3 marks)</p> <p>Clarity: 2 (2 marks)</p> <p><b>Total: 4</b></p> <p><i>(The response is generally accurate but with one important error that overlooks the requirement for statutory minimum notice. The case cited is not on point and the key case – Reda v Flag – is omitted.)</i></p>	<p>generous notice periods than those with shorter service or lower seniority. Therefore, in this case it would be advisable for the client to consider giving at least 15 weeks' notice due to the employee's long length of service and senior position.</p> <p>Relevant legislation: Employment Rights Act 1996</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 1 (5 marks)</p> <p>Citations: 2 (3 marks)</p> <p>Clarity: 2 (2 marks)</p> <p><b>Total: 5</b></p> <p><i>(The response is incorrect. There is no reference to the key case although the statutory reference is correct.)</i></p>	<p>* **Circumstances of the dismissal:** If the employee is being dismissed for misconduct, they may be entitled to less notice than if they are being dismissed for redundancy.</p> <p>In the case of a senior employee with over 15 years' service, it is likely that they would be entitled to at least three months' notice of dismissal. However, the amount of notice could be more or less depending on the specific circumstances of the case.</p> <p><b>**Can the client dismiss the employee with immediate effect?**</b></p> <p>It is very unlikely that the client would be able to dismiss the employee with immediate effect, even if the employee's contract does not contain an express notice clause. Dismissing an employee with immediate effect is known as "summary dismissal" and is only justified in very serious cases, such as gross misconduct.</p> <p>If the client dismisses the employee with immediate effect without good reason, the employee may be able to claim unfair dismissal.</p> <p><b>**What should the client do?**</b></p> <p>If the client is considering dismissing a senior employee with over 15 years' service, they should seek legal advice to ensure that they comply with their legal obligations.</p> <p>The client should also consider the following:</p> <p>* **Whether there is a genuine reason for dismissal.** The client must have a fair reason for dismissing the employee, such as redundancy, misconduct, or poor performance.</p> <p>* **Whether the dismissal is fair and reasonable.** The client must follow a fair dismissal procedure before dismissing the employee. This includes giving the employee the opportunity to explain their conduct and to appeal the decision to dismiss.</p> <p>* **Whether the employee is entitled to notice.** If the employee is entitled to notice, the client must provide them with a reasonable amount of notice.</p> <p>If the client dismisses the employee without complying with their legal obligations, the employee may be able to claim unfair dismissal. The employee may also be able to claim other damages, such as breach of contract or wrongful dismissal. -----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 2 (5 marks)</p> <p>Citations: 0 (3 marks)</p> <p>Clarity: 1 (2 marks)</p> <p><b>Total: 3</b></p> <p><i>(The response is largely accurate but lacking legal analysis and misses the relevant case. No citations are given.)</i></p>
25	A management consultancy firm has just purchased a small technology business from a	<p><b>ANSWER</b></p> <p>Yes, the consultancy firm will be able to rely on the restrictive covenants contained in the employee's contract of employment. This is because the Transfer of</p>	<p><b>ANSWER</b></p> <p>Under English law, restrictive covenants contained in an employee's contract of employment are only enforceable if they are</p>	<p><b>ANSWER</b></p>



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global technology solutions company. The purchase involved the transfer of a small group of key employees responsible for developing and marketing the technology. Following the transfer, one of the employees has resigned and announced that she intends to join a competitor. Will the consultancy firm be able to rely on the restrictive covenants contained in the employee's contract of employment?	<p>Undertakings (Protection of Employment) Regulations 2006 (TUPE) provides that the employee's contract of employment is transferred to the new employer, and any existing restrictive covenants remain enforceable. This was confirmed in the case of Faccenda Chicken Ltd v Fowler [1986] IRLR 493, where the Court of Appeal held that restrictive covenants in an employee's contract of employment were binding on the new employer following a transfer of the business.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 2 (5 marks)</p> <p><i>Citations:</i> 1 (3 marks)</p> <p><i>Clarity:</i> 2 (2 marks)</p> <p><b>Total:</b> 5</p> <p><i>(The response doesn't engage with the complexity of the question and the case cited is irrelevant to the issue.)</i></p>	<p>reasonable in their scope and application. In this case, the consultancy firm may be able to rely on the restrictive covenants contained in the employee's contract of employment provided they meet this criteria.</p> <p>The courts have held that restrictive covenants must be limited to a specific geographic area and should not restrict an individual's ability to work for any employer within that area. Therefore, if the restrictive covenants are limited to a specific geographic area then it is likely that they would be considered reasonable and therefore enforceable under English law.</p> <p>Relevant legislation: Unfair Contract Terms Act 1977</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 1 (5 marks)</p> <p><i>Citations:</i> 1 (3 marks)</p> <p><i>Clarity:</i> 2 (2 marks)</p> <p><b>Total:</b> 4</p> <p><i>(The answer doesn't engage with the question. There is no reference to TUPE. The legislation cited is not relevant.)</i></p>	<p>Whether or not the consultancy firm will be able to rely on the restrictive covenants contained in the employee's contract of employment will depend on the specific wording of the covenants and the circumstances of the case.</p> <p>In general, however, English law will uphold restrictive covenants in employment contracts if they are reasonable and necessary to protect the employer's legitimate business interests. The courts will consider a number of factors when assessing whether a restrictive covenant is reasonable, including:</p> <ul style="list-style-type: none"><li>* The nature of the employee's role and the employer's business</li><li>* The scope of the restrictive covenant</li><li>* The duration of the restrictive covenant</li><li>* The geographic area covered by the restrictive covenant</li><li>* Whether the employee has access to confidential information or trade secrets</li></ul> <p>In the case of a management consultancy firm that has just purchased a small technology business, the restrictive covenants in the employee's contract of employment are likely to be considered reasonable if they are narrowly tailored to protect the firm's legitimate business interests. For example, a non-compete covenant that prevents the employee from working for any competitor in the same industry for a period of six months after termination of employment may be considered reasonable. However, a non-compete covenant that prevents the employee from working for any competitor in any industry in the world for a period of five years after termination of employment is likely to be considered unreasonable.</p> <p>In addition to the reasonableness requirement, restrictive covenants in employment contracts must also be enforceable in order to be valid. This means that the employer must be able to show that the employee freely entered into the contract and that they understood the nature and effect of the restrictive covenants.</p> <p>In the case of the employee who has resigned from the consultancy firm to join a competitor, it is important for the firm to establish that the employee was aware of the restrictive covenants in their contract of employment and that they freely agreed to them. The firm should also be able to show that the restrictive covenants are necessary to protect its legitimate business interests.</p> <p>If the consultancy firm is able to establish that the restrictive covenants are reasonable and enforceable, it may be able to take legal action against the employee to prevent her from joining a competitor. However, it is important to note that the courts will always balance the employer's legitimate business interests against the employee's right to work. This means that the courts may not uphold a restrictive covenant if it is too restrictive or if it would cause undue hardship to the employee.</p> <p><b>**Relevant statutes and case law:**</b></p> <ul style="list-style-type: none"><li>* Contracts (Restriction on Trade) Act 1999</li><li>* Garden Cottage Foods v Milk Marketing Board [1984] AC 130</li><li>* Eastham v Newcastle United Football Club Ltd [1964] Ch 413</li></ul> <p><b>**Guidance:**</b></p>

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				<p>* ACAS guidance on restrictive covenants in employment contracts</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 1 (5 marks)</p> <p><i>Citations:</i> 0 (3 marks)</p> <p><i>Clarity:</i> 2 (2 marks)</p> <p><b>Total:</b> 3</p> <p>(The answer only addresses the more straightforward part of the legal issue with no attempt to deal with TUPE. The cases cited are not relevant. The references to legislation and guidance are fictional.)</p>
Corporate				
26	<p>Can a public company redeem its redeemable shares if the redemption will bring its share capital below £50,000 in nominal value?</p>	<p><b>ANSWER</b></p> <p>Yes, a public company can redeem its redeemable shares if the redemption will bring its share capital below £50,000 in nominal value, provided the company complies with the requirements of the Companies Act 2006 (CA 2006). Under section 641 of the CA 2006, a public company may reduce its share capital by redeeming redeemable shares if the company has the necessary authority from its members and the reduction is authorised by the court. In addition, the company must comply with the requirements of the Companies (Reduction of Share Capital) Regulations 2008 (SI 2008/859).</p> <p>The court will not authorise a reduction of share capital if it is satisfied that the company's creditors will be prejudiced by the reduction. Therefore, the company must take steps to ensure that its creditors are not prejudiced by the reduction. This includes giving notice to its creditors of the proposed reduction and providing them with the opportunity to object.</p> <p>Case law on this point includes <i>Re Lister &amp; Co Ltd</i> [1902] 2 Ch 590, where the court held that a company's creditors must be adequately protected before a reduction of share capital is authorised.</p> <p>References</p> <p>Companies Act 2006, s 641 Companies (Reduction of Share Capital) Regulations 2008 (SI 2008/859) <i>Re Lister &amp; Co Ltd</i> [1902] 2 Ch 590</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><b>ASSESSMENT</b></p>	<p><b>ANSWER</b></p> <p>Under the Companies Act 2006, a public company is prohibited from redeeming its redeemable shares if doing so would bring its share capital below £50,000 in nominal value. This is to ensure that public companies maintain sufficient capital to cover their liabilities and remain financially stable.</p> <p>Therefore, a public company cannot redeem its redeemable shares if the redemption will bring its share capital below £50,000 in nominal value.</p> <p>Relevant legislation: Companies Act 2006</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 0 (5 marks)</p> <p><i>Citations:</i> 1.5 (3 marks)</p> <p><i>Clarity:</i> 1.5 (2 marks)</p> <p><b>Total:</b> 3</p> <p>(Wrong answer. A public company can redeem its redeemable shares even if redemption will bring its share capital below the £50,000 minimum. Whilst public companies are subject to minimum share capital requirements, Section 662(1)(c) Companies Act 2006 carves out the redemption of redeemable shares from the requirement to reregister as a private company if the redemption causes share capital to fall below the minimum threshold.)</p>	<p><b>ANSWER</b></p> <p>**Can a public company redeem its redeemable shares if the redemption will bring its share capital below £50,000 in nominal value?**</p> <p>No, a public company cannot redeem its redeemable shares if the redemption will bring its share capital below £50,000 in nominal value. This is because Section 561 of the Companies Act 2006 prohibits public companies from reducing their share capital below £50,000.</p> <p>The purpose of this prohibition is to protect the interests of creditors and shareholders. If a company's share capital is reduced below £50,000, it may be more difficult for the company to raise capital in the future and it may be more vulnerable to insolvency.</p> <p>There are a few exceptions to the prohibition on reducing share capital below £50,000. For example, a company can reduce its share capital if it is doing so for the purpose of consolidating its shares or cancelling shares that have been repurchased by the company. However, these exceptions do not apply to the redemption of redeemable shares.</p> <p>If a public company redeems its redeemable shares and this brings its share capital below £50,000, the company will be in breach of Section 561 of the Companies Act 2006. The company's directors may be personally liable for the company's debts if the company becomes insolvent within two years of the redemption.</p> <p>**Relevant statute:**</p> <p>* Companies Act 2006, Section 561</p> <p>**Guidance:**</p> <p>* GOV.UK guidance on reducing a company's share capital</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 0 (5 marks)</p> <p><i>Citations:</i> 1 (3 marks)</p> <p><i>Clarity:</i> 1 (2 marks)</p>

Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
		<p><b>Substance:</b> 1 (5 marks)</p> <p><b>Citations:</b> 1 (3 marks)</p> <p><b>Clarity:</b> 1 (2 marks)</p> <p><b>Total:</b> 3</p> <p>(Correct answer but wrong reasoning. The answer has nothing to do with reduction of capital. Rather, redemption of redeemable shares is carved out from the requirement in Section 662(1)(c) to reregister as a private company if the share capital falls below £50,000.)</p>		<p><b>Total:</b> 2</p> <p>(Wrong answer. A public company can redeem its redeemable shares even if redemption will bring its share capital below the £50,000 minimum. The answer refers to Companies Act provision on pre-emption – Section 561 - which has nothing to do with redemption. References to reduction of share capital are also irrelevant.)</p>
27	We are currently incorporating a UK company which has its shares held 100% by a Delaware company. Is it necessary to list the sole shareholder as a relevant legal entity on the IN01 form?	<p><b>ANSWER</b></p> <p>Yes, it is necessary to list the sole shareholder as a relevant legal entity on the IN01 form. This is because the Companies Act 2006 requires companies to keep a register of its members (section 112). Furthermore, the Companies (Registrar, Languages and Trading Disclosures) Regulations 2006 (SI 2006/2419) requires companies to include certain information about its members in the register, including the name and address of the member, the date on which the member was entered in the register and the date on which the member ceased to be a member (regulation 4).</p> <p>In addition, Companies House has published guidance which states that companies must provide the name and address of any corporate shareholders on the IN01 form (<a href="https://www.gov.uk/government/publications/incorporating-a-company-form-in01">https://www.gov.uk/government/publications/incorporating-a-company-form-in01</a>).</p> <p>Therefore, it is necessary to list the sole shareholder as a relevant legal entity on the IN01 form.</p> <p>References:</p> <p>Companies Act 2006, section 112</p> <p>Companies (Registrar, Languages and Trading Disclosures) Regulations 2006 (SI 2006/2419), regulation 4</p> <p>Companies House guidance: <a href="https://www.gov.uk/government/publications/incorporating-a-company-form-in01">https://www.gov.uk/government/publications/incorporating-a-company-form-in01</a></p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><b>Substance:</b> 0 (5 marks)</p> <p><b>Citations:</b> 1 (3 marks)</p> <p><b>Clarity:</b> 2 (2 marks)</p>	<p><b>ANSWER</b></p> <p>Yes, it is necessary to list the sole shareholder as a relevant legal entity on the IN01 form. Under the Companies Act 2006, all companies must provide details of their shareholders on the IN01 form when incorporating. This includes both individual and corporate shareholders, regardless of their percentage shareholding.</p> <p>Therefore, in this case it is necessary to list the Delaware company as a relevant legal entity on the IN01 form in order for the UK company to be incorporated successfully.</p> <p>Relevant legislation: Companies Act 2006</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><b>Substance:</b> 0 (5 marks)</p> <p><b>Citations:</b> 1.5 (3 marks)</p> <p><b>Clarity:</b> 2 (2 marks)</p> <p><b>Total:</b> 3.5</p> <p>(Wrong answer for same reasons as GPT3 answer. A Delaware company cannot be a relevant legal entity if it is unlisted. Relevant legal entity is a specific term relating to disclosures of persons with specific control. Answer is more focused than GPT 3 answer.)</p>	<p><b>ANSWER</b></p> <p>Yes, it is necessary to list the sole shareholder as a relevant legal entity on the IN01 form when incorporating a UK company which has its shares held 100% by a Delaware company.</p> <p>The IN01 form is the Companies House form that is used to incorporate a new company in the UK. The form requires the applicant to provide information about the company's directors, secretaries, and shareholders.</p> <p>If a company has a single shareholder, that shareholder must be listed on the IN01 form, even if the shareholder is another company. This is because the IN01 form requires the applicant to provide the name, address, and date of birth of each shareholder.</p> <p>The IN01 form also requires the applicant to provide the nationality and country of residence of each shareholder. If the shareholder is a company, the applicant must provide the company's registered office address and its country of incorporation.</p> <p><b>**Relevant statute:**</b></p> <p>* Companies Act 2006, Section 761</p> <p><b>**Guidance:**</b></p> <p>* Companies House guidance on the IN01 form</p> <p><b>**Example:**</b></p> <p>If a Delaware company called "Delaware Inc." is the sole shareholder of a UK company called "UK Ltd.", the following information would need to be provided on the IN01 form:</p> <p>* Shareholder name: Delaware Inc.</p> <p>* Shareholder address: 123 Main Street, Wilmington, DE 19801, USA</p> <p>* Shareholder date of birth: (not applicable)</p> <p>* Shareholder nationality: American</p> <p>* Shareholder country of residence: United States</p> <p>* Shareholder registered office address: 123 Main Street, Wilmington, DE 19801, USA</p>

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		<p><b>Total: 3</b></p> <p>(Wrong answer. A Delaware company cannot be a relevant legal entity if it is unlisted. Relevant legal entity is a specific term relating to disclosures of persons with specific control. Answer misses this and focuses on whether it is necessary to disclose the shareholder on the IN01 form.)</p>		<p>* Shareholder country of incorporation: United States</p> <p>It is important to note that the IN01 form is a public document. This means that anyone can view the information that is provided on the form, including the names and addresses of the company's shareholders.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 0 (5 marks)</p> <p>Citations: 1 (3 marks)</p> <p>Clarity: 2 (2 marks)</p> <p><b>Total: 3</b></p> <p>(As for GPT 3 and 4 answers, this answer misses the point of the question. However, if the question had been about the disclosure of shareholders on the IN01 form, the answer includes a lot of helpful detail.)</p>
28	Can a resolution be withdrawn once the company has given notice of a meeting?	<p><b>ANSWER</b></p> <p>Yes, a resolution can be withdrawn once the company has given notice of a meeting. Under section 288 of the Companies Act 2006, a company may, by ordinary resolution, revoke any resolution previously passed. Furthermore, section 305 of the Companies Act 2006 states that the company may, by ordinary resolution, revoke any notice of a meeting previously given. Therefore, a resolution can be withdrawn once the company has given notice of a meeting.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 0 (5 marks)</p> <p>Citations: 1 (3 marks)</p> <p>Clarity: 2 (2 marks)</p> <p><b>Total: 3</b></p> <p>(Answer misses the point. It considers whether a resolution can be revoked after it has been passed rather than whether it can be withdrawn before putting to members for a vote.)</p>	<p><b>ANSWER</b></p> <p>Yes, a resolution can be withdrawn once the company has given notice of a meeting. Under the Companies Act 2006, shareholders have the right to withdraw any resolution they have proposed before it is voted on at a general meeting.</p> <p>However, this must be done in accordance with the company's articles of association and any other relevant legislation. For example, if the resolution was proposed by written resolution then it must be withdrawn in writing and signed by all those who originally proposed it.</p> <p>Therefore, a resolution can be withdrawn once the company has given notice of a meeting provided it is done in accordance with applicable legislation and the company's articles of association.</p> <p>Relevant legislation: Companies Act 2006</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 2 (5 marks)</p> <p>Citations: 0 (3 marks)</p> <p>Clarity: 2 (2 marks)</p> <p><b>Total: 4</b></p> <p>(The overall answer is correct but the reasoning is not. The Companies Act is silent on withdrawing resolutions.</p>	<p><b>ANSWER</b></p> <p>Yes, a resolution can be withdrawn once the company has given notice of a meeting. However, there are some restrictions on when and how a resolution can be withdrawn.</p> <p>Under English law, a resolution is a formal decision made by a company's members or directors. Resolutions are typically passed at meetings, but they can also be passed by written resolution if the company's articles of association allow for this.</p> <p>Once a resolution has been proposed at a meeting, it can only be withdrawn with the consent of the meeting. If the meeting has already commenced, the resolution can only be withdrawn with the unanimous consent of the meeting.</p> <p>If the resolution is withdrawn, it is as if the resolution was never proposed. This means that the resolution cannot be put to the meeting again at the same meeting. However, the resolution could be proposed again at a future meeting.</p> <p>There are a few exceptions to the rule that a resolution can only be withdrawn with the consent of the meeting. For example, a resolution can be withdrawn without the consent of the meeting if the resolution is unlawful or if the resolution is based on a mistake of fact.</p> <p><b>**Relevant statute:**</b></p> <p>* Companies Act 2006, Section 293</p> <p><b>**Guidance:**</b></p> <p>* Companies House guidance on resolutions</p> <p><b>**Example:**</b></p>



Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
			<p><i>The answer should also consider the role of the chair. It only considers the right of shareholders to withdraw a resolution.</i></p> <p><i>If the resolution is redundant the chair can withdraw it as part of the duty to run the meeting effectively. If the resolution is not redundant, the usual procedure is for the chair to seek the consent of the meeting not to move the resolution. Views vary on the majority required.)</i></p>	<p>A company is holding a general meeting to consider a resolution to approve a new share issue. The resolution is proposed and seconded, but before the meeting can vote on the resolution, the chairman of the meeting announces that the resolution is being withdrawn.</p> <p>If the resolution is withdrawn with the consent of the meeting, the resolution cannot be put to the meeting again at the same meeting. However, the resolution could be proposed again at a future meeting.</p> <p>If the resolution is withdrawn without the consent of the meeting, the resolution can still be put to the meeting for a vote. However, the chairman of the meeting may need to explain to the meeting why the resolution is being withdrawn without consent.</p> <p>It is important to note that the law on withdrawing resolutions is complex and there are a number of exceptions to the general rules. If you are unsure about whether or not a resolution can be withdrawn, you should seek legal advice.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i>      2 (5 marks)</p> <p><i>Citations:</i>      1.5 (3 marks)</p> <p><i>Clarity:</i>        2 (2 marks)</p> <p><b>Total:</b>            <b>5.5</b></p> <p><i>(The overall answer is correct but the suggestion that unanimous consent is needed to withdraw a resolution is too definitive and overly caution. Views vary on the majority required. There could also be more detail on the role of the chair in this answer.)</i></p>
29	Is a company's merger reserve distributable?	<p><b>ANSWER</b></p> <p>Yes, a company's merger reserve is distributable under English law. This is provided for in Section 641 of the Companies Act 2006, which states that a company may make distributions out of its merger reserve. This is subject to any restrictions in the company's articles of association and any restrictions imposed by the court. Additionally, the company must comply with the solvency test set out in Section 648 of the Companies Act 2006, which requires the company to have sufficient assets to meet its liabilities. Relevant case law includes the decision of <i>Re Staveley Industries plc</i> [1987] BCLC 522, which held that a company's merger reserve was distributable.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i>      1 (5 marks)</p> <p><i>Citations:</i>        0 (3 marks)</p> <p><i>Clarity:</i>         1 (2 marks)</p> <p><b>Total:</b>            <b>2</b></p> <p><i>(This answer gets two fundamental things wrong: First, a merger reserve is not distributable initially. A merger reserve is created instead of share premium if</i></p>	<p><b>ANSWER</b></p> <p>Under the Companies Act 2006, a company's merger reserve is not distributable. A merger reserve is created when two or more companies merge and the value of their assets exceeds the nominal value of their share capital. This excess value is then transferred to a separate account known as the 'merger reserve' which cannot be distributed to shareholders.</p> <p>Therefore, a company's merger reserve is not distributable under English law.</p> <p>Relevant legislation: Companies Act 2006</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i>      3 (5 marks)</p> <p><i>Citations:</i>        1.5 (3 marks)</p> <p><i>Clarity:</i>         1 (2 marks)</p> <p><b>Total:</b>            <b>5.5</b></p>	<p><b>ANSWER</b></p> <p>A company's merger reserve is not generally distributable to shareholders. This is because a merger reserve is created when a company acquires another company and records the fair value of the acquired company's net assets as a liability. The merger reserve is then offset by the fair value of the acquired company's shares that have been issued to the company's shareholders.</p> <p>The merger reserve is not a realized profit and, therefore, cannot be distributed to shareholders. However, the merger reserve can be used to absorb the cost of an acquisition or to capitalize it by way of a bonus issue.</p> <p>If a company wants to distribute its merger reserve to shareholders, it must first convert the merger reserve into a realized profit. This can be done by selling the acquired company's shares or by using the acquired company's assets to generate profits.</p> <p>Once the merger reserve has been converted into a realized profit, the company can then distribute the profit to shareholders in accordance with the company's articles of association.</p> <p><b>**Relevant statute:**</b></p> <p>* Companies Act 2006, Section 830</p> <p><b>**Guidance:**</b></p>

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		<p><i>merger relief or group reconstruction relief applies and is an unrealised profit (i.e. it is not distributable). It may become realised (distributable) later if the asset to which the relief relates is sold.</i></p> <p><i>Secondly, a merger reserve is not a statutory reserve and cannot be reduced pursuant to Section 641. The reference to Sections 641 and 648 is irrelevant.</i></p> <p><i>The case cited is fictional.)</i></p>	<p><i>(The answer starts on the right track and explains – at a very high level – how a merger reserve arises. However, it doesn't explain why it is not distributable or acknowledge that it may become distributable or how. Whether or not reserves are distributable are partly a matter of accounting so a full answer would need to refer to the ICAEW's guidance on distributable reserves Tech 02/17. )</i></p>	<p>* ICAEW Technical Release TECH 02/17BL</p> <p><b>**Example:**</b></p> <p>A company acquires another company for £10 million. The acquired company has net assets with a fair value of £10 million. The company records the fair value of the acquired company's net assets as a liability and creates a merger reserve of £10 million.</p> <p>The merger reserve is not distributable to shareholders because it is not a realized profit. However, the company can convert the merger reserve into a realized profit by selling the acquired company's shares or by using the acquired company's assets to generate profits.</p> <p>Once the merger reserve has been converted into a realized profit, the company can then distribute the profit to shareholders in accordance with the company's articles of association.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 2 (5 marks)</p> <p><i>Citations:</i> 2 (3 marks)</p> <p><i>Clarity:</i> 2 (2 marks)</p> <p><b>Total: 6</b></p> <p><i>(The explanation of when a merger reserve is created isn't quite right and the references to fair value are wrong. However, it gets the point that the merger reserve can become realised in certain circumstances and refers correctly to the ICAEW guidance (though it needs to be more specific).)</i></p>
30	<p>An English PLC with listed debt on the London Stock Exchange appointed PwC as its auditor in 2016. When will it need to change to a new auditor?</p>	<p><b>ANSWER</b></p> <p>Under the Companies Act 2006, a company must appoint an auditor to hold office until the conclusion of its next annual general meeting (AGM). The auditor must then be re-appointed at the AGM. Therefore, the PLC in question will need to appoint a new auditor at the conclusion of its next AGM.</p> <p>Relevant Statutes:</p> <p>Companies Act 2006, s.486</p> <p>Relevant Case Law:</p> <p>R v Panel on Takeovers and Mergers, ex parte Datafin plc [1987] QB 815</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 0 (5 marks)</p> <p><i>Citations:</i> 1 (3 marks)</p> <p><i>Clarity:</i> 0.5 (2 marks)</p> <p><b>Total: 1.5</b></p>	<p><b>ANSWER</b></p> <p>Under the Companies Act 2006, a public company must appoint a new auditor at least every 10 years. Therefore, in this case the PLC will need to change to a new auditor by 2026 at the latest.</p> <p>However, it is important to note that if the PLC wishes to appoint an auditor for more than 10 years then they must obtain shareholder approval before doing so. This is to ensure that shareholders are aware of and have approved any decision which could potentially affect their investments.</p> <p>Relevant legislation: Companies Act 2006</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 2 (5 marks)</p> <p><i>Citations:</i> 1.5 (3 marks)</p> <p><i>Clarity:</i> 2 (2 marks)</p>	<p><b>ANSWER</b></p> <p>Under the UK Audit Regulation 2016, an English PLC with listed debt on the London Stock Exchange must change its auditor every 10 years. This is known as mandatory firm rotation.</p> <p>The PLC must appoint a new auditor at the next annual general meeting after the 10-year period has expired. However, the PLC can appoint a new auditor earlier than this if it wishes.</p> <p>The mandatory firm rotation requirement is designed to improve the independence of the audit process and to reduce the risk of audit failure.</p> <p>In addition to the mandatory firm rotation requirement, the PLC must also ensure that its auditor is independent and that the auditor has the necessary skills and experience to audit the PLC's financial statements.</p> <p><b>**Relevant statute:**</b></p> <p>* UK Audit Regulation 2016</p> <p><b>**Guidance:**</b></p>

Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
		<i>(The questions is getting at when listed companies need to change (rotate) their auditors. The answer relates to the annual appointment of auditors (renewal of the same auditor's engagement) which is not the same thing.)</i>	<b>Total: 5.5</b> <i>(Answer is along the right lines but needs to reference Section 494ZA Companies Act 2006 which sets out the maximum engagement period for auditors of public interest entities and explain why the PLC is a public interest entity.  Broadly the maximum engagement period is 10 years extendible to 20 years if a qualifying selection procedure (a competitive tender in accordance with the Companies Act 2006/UK version of the Audit Regulation) is carried out. Shareholder approval as mentioned in the article is insufficient without the competitive tender element.)</i>	* ICAEW guidance on mandatory firm rotation  **Example:**  An English PLC with listed debt on the London Stock Exchange appointed PwC as its auditor in 2016. Under the mandatory firm rotation requirement, the PLC must change its auditor at the next annual general meeting after 2026, which is likely to be in 2027.  However, the PLC can appoint a new auditor earlier than this if it wishes. For example, the PLC may decide to appoint a new auditor if it is unhappy with the performance of PwC or if PwC decides to stop auditing PLCs.  When the PLC is appointing a new auditor, it must consider a number of factors, including the auditor's independence, skills, and experience. The PLC should also obtain competitive quotes from a number of audit firms before making a decision.  Once the PLC has appointed a new auditor, it must notify the Financial Reporting Council (FRC) of the appointment. The FRC is the regulator of auditors in the UK.  ----- <b>ASSESSMENT</b> <i>Substance: 2 (5 marks)</i> <i>Citations: 0.5 (3 marks)</i> <i>Clarity: 2 (2 marks)</i> <b>Total: 4.5</b> <i>(Answer is along the right lines but needs to reference Section 494ZA Companies Act 2006 which sets out the maximum engagement period for auditors of public interest entities and explain why the PLC is a public interest entity. The answer does not mention the possibility of extending the maximum engagement period if a qualifying selection procedure (a competitive tender in accordance with the Companies Act 2006/UK version of the Audit Regulation) is carried out.)</i>
Real Estate				
31	What is the difference between full title guarantee and limited title guarantee?	<b>ANSWER</b>  Full title guarantee is a form of title insurance which provides a guarantee that the title to a property is free from any encumbrances or defects. It is a comprehensive form of title insurance which covers all risks related to the title, including any undisclosed or unknown risks. Limited title guarantee is a form of title insurance which provides a guarantee that the title to a property is free from any encumbrances or defects, but only to the extent that they are disclosed or known. It does not cover any undisclosed or unknown risks.  The Law of Property Act 1925, section 74 provides that a purchaser of an estate in land may require a vendor to give a covenant for title. This is a form of title guarantee. The Law of Property (Miscellaneous Provisions) Act 1994, section 2 sets out the form of the covenant and the	<b>ANSWER</b>  Under English law, a full title guarantee is a form of assurance given by the seller of property that they have good and marketable title to the property being sold. It guarantees that the buyer will receive free and clear ownership of the property without any third-party claims or encumbrances.  A limited title guarantee is similar in that it also provides assurance from the seller to the buyer about their good and marketable title to the property, but it does not provide as much protection as a full title guarantee. A limited title guarantee only covers certain aspects of ownership such as defects in legal documents or disputes over	<b>ANSWER</b>  **Full title guarantee**  A full title guarantee is a promise from the seller of a property to the buyer that the seller has the legal right to sell the property and that the property is free from any encumbrances or third-party rights.  A full title guarantee is the highest level of protection that a buyer can receive and is typically included in the sale of freehold properties in England and Wales.  **Limited title guarantee**  A limited title guarantee is a promise from the seller of a property to the buyer that the seller has the legal right to sell the property, but it does not guarantee that the property is free from any encumbrances or third-party rights.

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		<p>scope of the guarantee. This provides for a full title guarantee.</p> <p>The Law of Property (Miscellaneous Provisions) Act 1994, section 3 provides for a limited title guarantee. This provides a guarantee of title to the extent that it is disclosed or known, but does not cover any undisclosed or unknown risks.</p> <p>Case law has established that a full title guarantee is a more comprehensive form of title insurance than a limited title guarantee. In the case of <i>Brown v. Barlow</i> (1862) 1 H &amp; C 743, the court held that a full title guarantee provided a more comprehensive form of title insurance than a limited title guarantee.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 1 (5 marks)</p> <p><i>Citations:</i> 1 (3 marks)</p> <p><i>Clarity:</i> 0 (2 marks)</p> <p><b>Total:</b> 2</p> <p><i>(The answer is generally nonsensical, but correctly cites Law of Property (Miscellaneous Provisions) Act 1994.</i></p>	<p>boundaries, but does not cover other matters such as rights of way or easements.</p> <p>The main difference between full and limited title guarantees is therefore that with a full guarantee, all aspects of ownership are covered whereas with a limited one only certain aspects are covered.</p> <p>Relevant statutes: Property Law Act 1925; Land Registration Act 2002; Land Registration Rules 2003 Relevant case law: <i>Johnson v Gore Wood &amp; Co</i> [2002] 2 AC 1</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 2 (5 marks)</p> <p><i>Citations:</i> 1 (3 marks)</p> <p><i>Clarity:</i> 2 (2 marks)</p> <p><b>Total:</b> 5</p> <p><i>(The answer given is too generic – although broadly correct, it fails to give specific details which would be necessary to answer the question accurately. All citations are irrelevant.)</i></p>	<p>A limited title guarantee is often used in the sale of leasehold properties or properties that have been repossessed.</p> <p><b>**Differences between full and limited title guarantees**</b></p> <p>The main difference between a full and limited title guarantee is the level of protection that the buyer receives.</p> <p>With a full title guarantee, the buyer is protected from any encumbrances or third-party rights that may exist on the property. This means that the buyer can be confident that they are the legal owner of the property and that they can enjoy the full benefit of their ownership.</p> <p>With a limited title guarantee, the buyer is not protected from any encumbrances or third-party rights that may exist on the property. This means that the buyer may find that they are unable to sell the property in the future or that they are unable to use the property in the way that they intended.</p> <p><b>**Relevant statutes and guidance**</b></p> <p>* Law of Property Act 1925</p> <p>* Law of Property (Miscellaneous Provisions) Act 1989</p> <p>* The Conveyancing and Land Law Act 2011</p> <p>* HM Land Registry guidance on title guarantees</p> <p><b>**Conclusion**</b></p> <p>When buying a property, it is important to understand the difference between a full and limited title guarantee. A full title guarantee provides the buyer with the highest level of protection, while a limited title guarantee provides a lower level of protection.</p> <p>The buyer should carefully consider the risks involved before deciding which type of title guarantee to accept.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 2 (5 marks)</p> <p><i>Citations:</i> 1 (3 marks)</p> <p><i>Clarity:</i> 2 (2 marks)</p> <p><b>Total:</b> 5</p> <p><i>(The answer given is too generic – although broadly correct, it fails to give specific details which would be necessary to answer the question accurately. All citations are irrelevant.)</i></p>
32	What are the grounds for a landlord to oppose the renewal of a tenancy which is protected under Part II of the Landlord and Tenant Act 1954?	<p><b>ANSWER</b></p> <p>Under Part II of the Landlord and Tenant Act 1954, a landlord can oppose the renewal of a tenancy if they can demonstrate one of the following grounds:</p>	<p><b>ANSWER</b></p> <p>Under English law, a landlord can oppose the renewal of a tenancy which is protected under Part II of the Landlord and Tenant Act 1954 on several grounds. These include:</p>	<p><b>ANSWER</b></p> <p>The grounds for a landlord to oppose the renewal of a tenancy which is protected under Part II of the Landlord and Tenant Act 1954 are set out in Section 30 of the Act.</p> <p>The grounds are as follows:</p>



Question	Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
	<p>1. The tenant has breached the terms of the tenancy agreement.</p> <p>2. The tenant has caused or is likely to cause a nuisance or annoyance to other tenants or occupiers of the property.</p> <p>3. The tenant has failed to pay rent or other charges due under the tenancy agreement.</p> <p>4. The landlord intends to demolish or reconstruct the property.</p> <p>5. The landlord intends to occupy the property as their own home.</p> <p>6. The landlord intends to use the property for a purpose other than residential use.</p> <p>7. The landlord intends to carry out substantial works to the property which cannot be carried out without the tenant vacating the property.</p> <p>8. The landlord has been refused a mortgage or other loan secured on the property.</p> <p>9. The tenant has failed to comply with a notice served under section 11 of the Landlord and Tenant Act 1985.</p> <p>Relevant case law includes:</p> <ul style="list-style-type: none"> <li>• London Borough of Islington v. Pinnock [2010] UKSC 45</li> <li>• Willers v. Joyce [2016] UKSC 44</li> <li>• Burnside v. Emmett [2020] EWCA Civ 845</li> </ul> <p>Relevant statutory guidance includes:</p> <ul style="list-style-type: none"> <li>• The Landlord and Tenant Act 1954</li> <li>• The Landlord and Tenant Act 1985</li> <li>• The Landlord and Tenant Act 1988</li> </ul> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 1 (5 marks)</p> <p>Citations: 0 (3 marks)</p>	<p>The tenant has failed to pay rent or other charges due under the tenancy agreement;</p> <p>The tenant has caused or allowed damage to be done to the property;</p> <p>The tenant has used the property for illegal or immoral purposes;</p> <p>The landlord requires possession for their own occupation, or that of their family member;</p> <p>The landlord intends to demolish, reconstruct or carry out substantial works on the property which cannot be carried out without possession being granted; and</p> <p>The market rent of the property has increased significantly since it was last let (section 30(1) Landlord and Tenant Act 1954).</p> <p>Relevant statutes: Landlord and Tenant Act 1954; Rent Acts 1977 &amp; 1985</p> <p>Relevant case law: Coventry v Lawrence [2014] UKSC 13</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 1 (5 marks)</p> <p>Citations: 1 (3 marks)</p> <p>Clarity: 1 (2 marks)</p> <p><b>Total: 3</b></p> <p>(Some of the grounds are broadly correct but the answer is mostly wrong. The answer cites an irrelevant statute and case.)</p>	<p>* **Ground (a):** The landlord requires the premises for letting or disposing of the premises as a whole or for part of the premises for letting or disposing of that part or for the purpose of redevelopment.</p> <p>* **Ground (b):** The landlord requires the premises because he intends to occupy them himself or as his residence for any member of his family.</p> <p>* **Ground (c):** The tenant has failed to pay his rent or to perform any other obligation of his under the tenancy (other than an obligation to repair).</p> <p>* **Ground (d):** The tenant has persistently delayed in paying his rent or performing any other obligation of his under the tenancy (other than an obligation to repair).</p> <p>* **Ground (e):** The tenant has been convicted of using the premises for immoral or illegal purposes.</p> <p>* **Ground (f):** The tenant has been guilty of conduct which is a nuisance or annoyance to adjoining occupiers.</p> <p>* **Ground (g):** The tenant has failed to keep the premises in good and tenantable repair (other than internal decorative repairs).</p> <p>* **Ground (h):** The tenant has parted with possession of the premises or any part of them without the landlord's consent.</p> <p>* **Ground (i):** The tenant has sublet the premises or any part of them without the landlord's consent.</p> <p>If the landlord wishes to oppose the renewal of the tenancy, they must serve a notice on the tenant within two months of the tenant giving notice of their intention to renew the tenancy.</p> <p>The notice must state which of the grounds set out in Section 30 of the Act the landlord is relying on and must provide the tenant with full particulars of the ground.</p> <p>If the tenant disagrees with the landlord's notice, they can apply to the court for a new tenancy. The court will then consider the evidence and decide whether or not to grant a new tenancy.</p> <p>It is important to note that the landlord must prove one of the grounds set out in Section 30 of the Act in order to oppose the renewal of the tenancy. If the landlord cannot prove one of these grounds, the court will grant the tenant a new tenancy.</p> <p><b>**Relevant statute:**</b></p> <p>* Landlord and Tenant Act 1954, Part II</p> <p><b>**Guidance:**</b></p> <p>* GOV.UK guidance on landlord and tenant law</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 1 (5 marks)</p> <p>Citations: 1 (3 marks)</p> <p>Clarity: 0 (2 marks)</p> <p><b>Total: 2</b></p>

Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
		<p><i>Clarity: 1 (2 marks)</i></p> <p><b>Total: 2</b></p> <p><i>(Some of the grounds are broadly correct but the answer is mostly wrong. The answer cites irrelevant statutes and cases and includes a fictional case.)</i></p>		<p><i>(The answer correctly refers to Section 30 of the Act but hallucinates what is set out in that statute. The answer includes unnecessary points (e.g. process for opposing a renewal) which it was not prompted to do.)</i></p>
33	<p>A freeholder grants a lease of a property to Tenant A. Subsequently, the freeholder grants a lease of the same property to Tenant B, subject to Tenant A's lease. Tenant B therefore has a lease of the reversion. If Tenant B's lease is forfeited by the landlord, what happens to Tenant A's lease?</p>	<p><b>ANSWER</b></p> <p>Under English law, Tenant A's lease will remain in place and unaffected by Tenant B's forfeiture. This is because Tenant A's lease is a prior lease and is protected by the Landlord and Tenant Act 1954, s.6(1). This states that a landlord cannot forfeit a lease granted before the commencement of the Act (in this case Tenant A's lease) unless the lease contains a clause permitting forfeiture. Therefore, Tenant A's lease will remain in place and unaffected by Tenant B's forfeiture.</p> <p>References:</p> <p>Landlord and Tenant Act 1954, s.6(1)</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance: 1 (5 marks)</i></p> <p><i>Citations: 0 (3 marks)</i></p> <p><i>Clarity: 1 (2 marks)</i></p> <p><b>Total: 2</b></p> <p><i>(The final answer is mostly correct, but the reasoning given is entirely wrong. It cites an irrelevant statute and gives a fictional explanation of that statute.)</i></p>	<p><b>ANSWER</b></p> <p>Under English law, if Tenant B's lease is forfeited by the landlord, Tenant A's lease will remain in effect and will not be affected. This is because a forfeiture of a lease does not affect any prior leases that have been granted on the same property (section 146(2) Law of Property Act 1925). Therefore, Tenant A's lease remains valid and enforceable despite the forfeiture of Tenant B's lease.</p> <p>Relevant statutes: Law of Property Act 1925</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance: 1 (5 marks)</i></p> <p><i>Citations: 1 (3 marks)</i></p> <p><i>Clarity: 1 (2 marks)</i></p> <p><b>Total: 3</b></p> <p><i>(The final answer is correct, but the reasoning given is wrong and it cites an irrelevant statute.)</i></p>	<p><b>ANSWER</b></p> <p>If Tenant B's lease of the reversion is forfeited, Tenant A's lease will continue in existence. This is because Tenant A's lease is granted out of the freehold interest, while Tenant B's lease is granted out of the leasehold interest.</p> <p>This means that the forfeiture of Tenant B's lease does not affect the validity of Tenant A's lease.</p> <p>Tenant A will therefore continue to have the right to occupy the property for the duration of their lease, subject to the terms of their lease.</p> <p><b>**Example:**</b></p> <p>A freeholder grants a lease of a property to Tenant A for 10 years. Subsequently, the freeholder grants a lease of the same property to Tenant B for 5 years, subject to Tenant A's lease.</p> <p>Tenant B's lease is therefore a lease of the reversion.</p> <p>If Tenant B's lease is forfeited by the landlord, Tenant A's lease will continue in existence. Tenant A will therefore continue to have the right to occupy the property for the remaining 5 years of their lease.</p> <p><b>**Relevant statute:**</b></p> <p>* Landlord and Tenant Act 1927, Section 146</p> <p><b>**Guidance:**</b></p> <p>* HM Land Registry guidance on leasehold interests</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance: 1 (5 marks)</i></p> <p><i>Citations: 1 (3 marks)</i></p> <p><i>Clarity: 1 (2 marks)</i></p> <p><b>Total: 3</b></p> <p><i>(The final answer is correct, but the reasoning given is wrong and it cites an irrelevant statute.)</i></p>
34	<p>A property was registered at HM Land Registry on 1 January 2007 with good leasehold title. Explain the requirements and</p>	<p><b>ANSWER</b></p> <p>Under English law, a property registered at HM Land Registry with good leasehold title can be upgraded to absolute title. The procedure for upgrading the title is set</p>	<p><b>ANSWER</b></p> <p>Under English law, the requirements and procedure for upgrading a property registered at HM Land Registry with good</p>	<p><b>ANSWER</b></p> <p>To upgrade a good leasehold title to absolute leasehold title, the following requirements must be met:</p> <p>* The lease must be registered with absolute title.</p>

Question	Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
procedure for upgrading this title to absolute title.	<p>out in the Land Registration Act 2002 and the Land Registration Rules 2003.</p> <p>The first step is to apply to the Land Registry for an absolute title. The application must be made in the prescribed form and include the title number of the property, the name of the registered proprietor, and the name of the leasehold owner. The application must also include a copy of the lease and evidence of payment of the appropriate fee.</p> <p>Once the application has been submitted, the Land Registry will consider the application and, if satisfied that the requirements for absolute title have been met, will issue a new title document and register the property as absolute title.</p> <p>Relevant statutes:</p> <p>- Land Registration Act 2002 - Land Registration Rules 2003</p> <p>Relevant case law:</p> <p>- National Westminster Bank plc v Spectrum Plus Ltd [2005] UKHL 41</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 1 (5 marks) <i>Citations:</i> 1 (3 marks) <i>Clarity:</i> 1 (2 marks) <b>Total:</b> 3</p> <p><i>(The answer is so broad and generic that it is not technically wrong but fails to answer the question. One statute is correct but no reference to the specific section of the Act; remaining two citations are incorrect and fails to refer to HM Land Registry Practice Guide 42.)</i></p>	<p>leasehold title to absolute title are set out in the Land Registration Act 2002.</p> <p>In order to upgrade a property from good leasehold title to absolute title, the freeholder must first apply to HM Land Registry for registration of their title. The application must include evidence that they have good and marketable title, such as copies of any relevant documents or agreements (section 3(1) Land Registration Act 2002).</p> <p>Once the application has been submitted, HM Land Registry will review it and decide whether or not to register the freeholder's title. If successful, they will issue an Absolute Title Certificate which confirms that the freeholder now holds absolute ownership of the property (section 3(2) Land Registration Act 2002).</p> <p>Relevant statutes: Land Registration Act 2002</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 0 (5 marks) <i>Citations:</i> 1 (3 marks) <i>Clarity:</i> 1 (2 marks) <b>Total:</b> 2</p> <p><i>(Answer is entirely wrong and internally inconsistent. It refers to the correct statute but not the specific section of the Act, and fails to refer to HM Land Registry Practice Guide 42.)</i></p>	<p>* The lease must have been granted for a term of more than 21 years from the date of grant. * The lease must have at least 21 years remaining unexpired. * The landlord must consent to the upgrade.</p> <p>If all of these requirements are met, the following procedure can be followed to upgrade the title:</p> <p>1. The leaseholder must complete and submit an application form (AP1) to HM Land Registry. 2. The leaseholder must also submit the following documents: * A copy of the lease * A copy of the landlord's consent to the upgrade * A fee 3. HM Land Registry will then consider the application and, if it is approved, the title will be upgraded to absolute leasehold title.</p> <p><b>**Relevant statute:**</b></p> <p>* Land Registration Act 2002, Section 62</p> <p><b>**Guidance:**</b></p> <p>* HM Land Registry guidance on upgrading a good leasehold title to absolute title</p> <p><b>**Example:**</b></p> <p>A property was registered at HM Land Registry on 1 January 2007 with good leasehold title. The lease is for a term of 99 years from 1 January 2007 and has 74 years remaining unexpired. The landlord has consented to the upgrade.</p> <p>The leaseholder can upgrade the title to absolute leasehold title by completing and submitting an application form (AP1) to HM Land Registry, together with a copy of the lease, a copy of the landlord's consent, and the fee.</p> <p>If the application is approved, the title will be upgraded to absolute leasehold title.</p> <p><b>**Additional notes:**</b></p> <p>* If the leaseholder does not have the landlord's consent to the upgrade, they may be able to apply to the court for an order dispensing with the landlord's consent. However, this is only possible in certain circumstances, such as if the landlord cannot be found or is unreasonably refusing to consent to the upgrade. * If the lease has less than 21 years remaining unexpired, it is still possible to upgrade the title to absolute leasehold title, but the leaseholder will need to obtain the landlord's consent to the upgrade. * If the lease is for a term of less than 21 years from the date of grant, it is not possible to upgrade the title to absolute leasehold title.</p>

Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
				<div>-----</div> <div>ASSESSMENT</div> <div>Substance: 0 (5 marks)</div> <div>Citations: 2 (3 marks)</div> <div>Clarity: 2 (2 marks)</div> <div>Total: 4</div> <div>(The answer purports to explain the process/requirements for upgrading title, but it has instead set out the process/requirements for registering a lease, which is an entirely different process. Citations were accurate but failed to specifically refer to HM Land Registry Practice Guide 42.)</div>
35	What constitutes lawful implementation of a planning permission?	<div>ANSWER</div> <div>Under English law, a planning permission is lawfully implemented when it is carried out in accordance with the terms of the permission and any relevant statutory provisions. The Town and Country Planning Act 1990 (TCPA 1990) sets out the legal framework for planning permission and the associated enforcement powers. The permission must be exercised in accordance with the conditions set out in the permission, and any development must comply with the relevant development plan and other statutory provisions. Any breach of the terms of the permission or statutory provisions may result in enforcement action by the local planning authority. Relevant case law includes R v Secretary of State for the Environment, Transport and the Regions, ex parte Hamble [2000] JPLR 35, which established that the terms of a planning permission must be strictly adhered to.</div> <div>-----</div> <div>ASSESSMENT</div> <div>Substance: 1 (5 marks)</div> <div>Citations: 1 (3 marks)</div> <div>Clarity: 1 (2 marks)</div> <div>Total: 3</div> <div>(Whilst superficially correct, the response fails to accurately address the genesis of the question and the caselaw cited is irrelevant for the purposes of lawful implementation of a planning permission.)</div>	<div>ANSWER</div> <div>Under English law, lawful implementation of a planning permission is defined in section 55 of the Town and Country Planning Act 1990. It states that a planning permission is implemented lawfully if it is carried out in accordance with the terms of the permission, any conditions attached to it, and any other relevant legislation or regulations.</div> <div>In addition, section 55A of the Town and Country Planning Act 1990 sets out further requirements for lawful implementation. These include that any development must be carried out within five years from when the planning permission was granted (unless an extension has been granted), and that no material changes are made to what was originally approved by the local authority.</div> <div>Relevant statutes: Town and Country Planning Act 1990</div> <div>-----</div> <div>ASSESSMENT</div> <div>Substance: 1 (5 marks)</div> <div>Citations: 1 (3 marks)</div> <div>Clarity: 1 (2 marks)</div> <div>Total: 3</div> <div>(This answer is incorrect. Section 55 does not define 'lawful' implementation, but the meaning of 'development' (the two are separate concepts). In addition, development must be carried out within three years, not five years and the correct statutory reference is Section 91, not Section 55A.)</div>	<div>ANSWER</div> <div>To lawfully implement a planning permission, the following requirements must be met:</div> <div>* **All conditions attached to the planning permission must be complied with.** This includes conditions relating to the design of the development, the materials to be used, and the timing of the development.</div> <div>* **The development must be commenced within the time limit specified in the planning permission.** If a time limit is not specified, the development must be commenced within three years of the date the planning permission was granted.</div> <div>* **The development must be carried out in accordance with the plans and specifications approved by the planning authority.**</div> <div>**What constitutes a material operation?**</div> <div>A material operation is any operation that is more than minor or inconsequential. It can include works such as:</div> <div>* Demolition</div> <div>* Construction</div> <div>* Alteration</div> <div>* Extension</div> <div>* Improvement</div> <div>* Change of use</div> <div>**Commencement of development**</div> <div>Development is taken to be commenced on the earliest date on which a material operation is carried out. This means that even minor works, such as pegging out the land or preparing the foundations, can be sufficient to commence development.</div> <div>**Consequences of failing to lawfully implement a planning permission**</div> <div>If a planning permission is not lawfully implemented, the local authority may take enforcement action against the developer. This may include issuing a stop notice, requiring the developer to remove the development, or prosecuting the developer in court.</div>



Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
				<p><b>**Relevant statutes and guidance:**</b></p> <p>* Town and Country Planning Act 1990</p> <p>* Planning Practice Guidance</p> <p><b>**Case law:**</b></p> <p>* <b>**R (on the application of Tameside Metropolitan Borough Council) v Secretary of State for Communities and Local Government [2013] EWHC 619 (Admin)**</b></p> <p>In this case, the High Court held that a developer had failed to lawfully implement a planning permission because it had not complied with all of the conditions attached to the permission.</p> <p><b>**Conclusion**</b></p> <p>It is important to ensure that planning permission is lawfully implemented in order to avoid enforcement action by the local authority. If you are unsure about whether or not you have complied with all of the requirements, you should seek legal advice.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance:    2   (5 marks)</p> <p>Citations:     2   (3 marks)</p> <p>Clarity:       1   (2 marks)</p> <p><b>Total:         5</b></p> <p><i>(This is the best answer of the three, however, it still does not address what constitutes 'lawful' implementation (i.e., it does not accurately state each of the steps required to be undertaken.) Whilst the formatting is arguably better, it could be misleading to those who are not specialists in planning law.)</i></p>
Dispute resolution				
36	<p>To what extent can a party withdraw a Part 36 offer it has made, and how would it do so effectively?</p>	<p><b>ANSWER</b></p> <p>Under English law, a party can withdraw a Part 36 offer at any time before it is accepted by the other party. The withdrawal must be communicated in writing to the other party and must be signed by the party making the offer or their solicitor.</p> <p>The withdrawal of a Part 36 offer is effective immediately, however, the court may take into account the offer when assessing costs. This is set out in Rule 36.14 of the Civil Procedure Rules (CPR). The court may also take into account any costs incurred in relation to the offer, such as costs of preparing the offer and costs of negotiating a settlement.</p> <p>In addition, the court may take into account the conduct of the parties when considering costs. This is set out in the case of <i>Denton v TH White Ltd</i> [2014] EWCA Civ 906,</p>	<p><b>ANSWER</b></p> <p>Under English law, a party can withdraw a Part 36 offer they have made at any time before it is accepted by the other party. This can be done either orally or in writing (rule 36.2(1) Civil Procedure Rules).</p> <p>In order to effectively withdraw a Part 36 offer, the withdrawing party must ensure that they do so in accordance with rule 36.2(2) of the Civil Procedure Rules. This requires them to serve written notice on the other party stating that they are withdrawing their offer and specifying when it will no longer be open for acceptance (rule 36.2(2)(a)). The notice must also state that any payment already made under the terms of the offer will be repaid if necessary (rule 36.2(2)(b)).</p>	<p><b>ANSWER</b></p> <p>A party can withdraw a Part 36 offer before the expiry of the relevant period by serving written notice of withdrawal on the offeree. However, the court has the discretion to allow the offer to be withdrawn even after the expiry of the relevant period, if there has been a change of circumstances since the offer was made and it is in the interests of justice to do so.</p> <p>To effectively withdraw a Part 36 offer, the party making the offer must serve written notice of withdrawal on the offeree. The notice must be clear and unambiguous, and it must state that the offer is being withdrawn in its entirety. The notice must also be served within a reasonable time of the party making the decision to withdraw the offer.</p> <p>If the offeree has not accepted the Part 36 offer before the notice of withdrawal is served, the offer will be automatically withdrawn. However, if the offeree has already accepted the offer, the withdrawal will only be effective if the court allows it.</p> <p><b>**Relevant statute:**</b></p>

Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
		<p>where the court held that a party's conduct in withdrawing a Part 36 offer may be taken into account when assessing costs.</p> <p>In summary, a party can withdraw a Part 36 offer at any time before it is accepted by the other party. The withdrawal must be communicated in writing and signed by the party making the offer or their solicitor. The court may take into account the offer and the conduct of the parties when assessing costs.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 1 (5 marks)</p> <p>Citations: 1 (3 marks)</p> <p>Clarity: 1 (2 marks)</p> <p><b>Total: 3</b></p> <p><i>(A party can withdraw a Part 36 offer that has not been accepted but the effect of that withdrawal will depend on whether the Relevant Period (a period specified in the offer of not less than 21 days, "RP") has expired. If it has, the offer can be withdrawn in writing, or automatically on the terms of the offer. If the RP has not expired, written notice of withdrawal can be served but will take effect after the expiry of the RP. If offer is then accepted before end of RP, acceptance takes effect unless offering party makes successful application to court.</i></p> <p><i>It is therefore not accurate to say the withdrawal is effective immediately, The case cited is not relevant to Part 36 offers, so is wrong. The CPR rules referenced are not accurate/complete.)</i></p>	<p>Relevant statutes: Civil Procedure Rules</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 0 (5 marks)</p> <p>Citations: 1 (3 marks)</p> <p>Clarity: 1 (2 marks)</p> <p><b>Total: 2</b></p> <p><i>(A party can withdraw a Part 36 offer that has not been accepted but the effect of that withdrawal will depend on whether the Relevant Period (a period specified in the offer of not less than 21 days, "RP") has expired. If it has, the offer can be withdrawn in writing, or automatically on the terms of the offer. If the RP has not expired, written notice of withdrawal can be served but will take effect after the expiry of the RP. If offer is then accepted before end of RP, acceptance takes effect unless offering party makes successful application to court.</i></p> <p><i>It is not accurate to say the withdrawal can be made orally; it must be in writing. The rules CPR rules referenced are not accurate/complete. The point about payment already made is incorrect and does not make sense)</i></p>	<p>* Civil Procedure Rules (CPR) Part 36</p> <p><b>**Guidance:**</b></p> <p>* Practice Direction 36 (PD36)</p> <p><b>**Case law:**</b></p> <p>* <b>**Gulati and others v MGN Limited [2015] EWHC 1805 (Ch)**</b></p> <p>In this case, the court held that a party can only withdraw a Part 36 offer after the expiry of the relevant period with the permission of the court.</p> <p><b>**Conclusion**</b></p> <p>It is important to be aware of the rules and procedures for withdrawing a Part 36 offer. If you are unsure about whether or not you can withdraw an offer, or how to do so effectively, you should seek legal advice.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 1 (5 marks)</p> <p>Citations: 1 (3 marks)</p> <p>Clarity: 0 (2 marks)</p> <p><b>Total: 2</b></p> <p><i>(A party can withdraw a Part 36 offer that has not been accepted but the effect of that withdrawal will depend on whether the Relevant Period (a period specified in the offer of not less than 21 days, "RP") has expired. If it has, the offer can be withdrawn in writing, or automatically on the terms of the offer. If the RP has not expired, written notice of withdrawal can be served but will take effect after the expiry of the RP. If offer is then accepted before end of RP, acceptance takes effect unless offering party makes successful application to court.</i></p> <p><i>It is not accurate to say the court may give permission to allow withdrawal after RP; permission is not required in that scenario. Para 2 of the answer is confusing; there is no requirement to withdraw within a reasonable time. The case citation is incorrect and not relevant to Part 36. The wording of the answer is unclear.)</i></p>
37	Can a former shareholder bring a claim against a third party who has breached a contract with the company?	<p><b>ANSWER</b></p> <p>Yes, a former shareholder can bring a claim against a third party who has breached a contract with the company. This is provided for under section 212 of the Companies Act 2006, which states that "any member of a company may bring proceedings in the name and on behalf of the company to enforce any right of the company". The shareholder must be able to demonstrate that they have suffered a loss as a result of the breach, and that the breach is connected to the company. Relevant case law includes O'Hara v. Arun District Council [1983] 1 WLR 1420, where the court held that a former shareholder was entitled to bring a claim against a</p>	<p><b>ANSWER</b></p> <p>Under English law, a former shareholder may be able to bring a claim against a third party who has breached a contract with the company. This is because the former shareholder may have an actionable interest in the contract, and can therefore bring an action for breach of contract against the third party.</p> <p>The Companies Act 2006 provides that any person who has an interest in or is affected</p>	<p><b>ANSWER</b></p> <p>A former shareholder cannot generally bring a claim against a third party who has breached a contract with the company. This is because the company is a separate legal entity from its shareholders, and only the company can enforce its contractual rights.</p> <p>However, there are a few exceptions to this rule. For example, a former shareholder may be able to bring a claim against a third party who has breached a contract with the company if:</p> <p>* The former shareholder has a separate and distinct cause of action against the third party, such as a claim for fraud or negligent misrepresentation.</p>

Question	Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
	<p>third party who had breached a contract with the company.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 0 (5 marks)</p> <p>Citations: 0 (3 marks)</p> <p>Clarity: 2 (2 marks)</p> <p><b>Total: 2</b></p> <p><i>(Derivative actions are about shareholders seeking relief on behalf of a company, but s.260(3) requires that they are brought in respect of a cause of action arising from a director's beach. Common law derivative claims have a parallel requirement that the wrongdoers are in control of the company. Accordingly, derivative claims are unlikely to be relevant to the question.</i></p> <p><i>The CA06 section referred to is irrelevant to derivative claims. The quotation is a broad approximation of what a derivative claim under s.260 CA06 is, but ignores the key requirement above. The answer does not engage with whether a former shareholder can bring a derivative claim at all (which is doubtful on the wording of s.260(1) CA06).) The case seems to be completely fictional.)</i></p>	<p>by any act or omission of a company may bring proceedings against it. The Act also states that shareholders are entitled to compensation if they suffer loss as a result of such acts or omissions.</p> <p>Case law has established that former shareholders can bring claims for breach of contract against third parties where they have suffered loss as a result of such breaches. In the case of Re Northern Engineering Industries plc [1990] BCLC 537, it was held that former shareholders had standing to sue on behalf of the company where they had suffered losses due to fraudulent misrepresentation by directors.</p> <p>In conclusion, under English law, former shareholders may be able to bring claims for breach of contract against third parties where they have suffered losses as a result of such breaches.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 0 (5 marks)</p> <p>Citations: 0 (3 marks)</p> <p>Clarity: 1 (2 marks)</p> <p><b>Total: 1</b></p> <p><i>(The first paragraph is correct insofar as it goes, but is based on a factual assumption that is not warranted by the question (that the shareholder has an actionable interest in the contract). It also does not engage with the possibility that the shareholders' loss is barred by the reflective loss rule.</i></p> <p><i>The second paragraph is irrelevant to the question (it is about proceedings against the company). It has some truth as a general statement about how causes of action work, but is not an accurate statement of any cause of action in particular. So far as I am aware, it's not an accurate reflection of any provision of the Companies Act.</i></p> <p><i>The case cited appears to be about a reduction in a company's share capital. The citation is fictional. The statement about what the case found is a partially correct statement about how a derivative claim could work, except that it does not engage with whether a former shareholder can bring a</i></p>	<p>* The former shareholder is a joint and several creditor of the third party, such as where the former shareholder has guaranteed the company's debts.</p> <p>* The former shareholder is a director of the company and has suffered personal loss as a result of the third party's breach of contract.</p> <p>It is important to note that these exceptions are complex and there are a number of factors that the court will consider when deciding whether or not to allow a former shareholder to bring a claim against a third party.</p> <p><b>**Relevant statute:**</b></p> <p>* Companies Act 2006</p> <p><b>**Case law:**</b></p> <p>* <b>**Salomon v Salomon &amp; Co Ltd [1897] AC 22**</b></p> <p>* <b>**Prudential Assurance Co Ltd v Newman Industries Ltd (No 2) [1982] Ch 204**</b></p> <p>* <b>**Burnford and others v Automobile Association Developments Ltd [2022] EWCA Civ 1943**</b></p> <p><b>**Conclusion**</b></p> <p>If you are a former shareholder who is considering bringing a claim against a third party who has breached a contract with the company, you should seek legal advice to discuss your options.</p> <p>Here are some additional tips for former shareholders who are considering bringing a claim against a third party:</p> <p>* Gather as much evidence as possible to support your claim. This may include documents such as contracts, emails, and financial records.</p> <p>* Be prepared to explain why you are bringing the claim in your own name, rather than through the company.</p> <p>* Seek legal advice to discuss your options and the risks of bringing the claim.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 1 (5 marks)</p> <p>Citations: 2 (3 marks)</p> <p>Clarity: 2 (2 marks)</p> <p><b>Total: 5</b></p> <p><i>(The statements as to the general rule and first exception (where the shareholder has its own cause of action) are broadly correct, but do not engage with the issue that the shareholders' claim may be barred by the reflective loss rule.</i></p> <p><i>The second exception is incoherent. The third exception is incorrect.</i></p> <p><i>The last paragraph before the citation suggests that it is at the court's discretion to allow the shareholder to bring a claim, which does not make sense in the context of the answer.</i></p>

Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
			<p><i>derivative claim at all (which is doubtful on the wording of s.260(1) CA06)). Derivative claims are also unlikely to be relevant to the question because there is no indication that a director has committed a breach of duty or would be the defendant.</i></p> <p><i>The final paragraph fails to engage with the reflective loss rule.)</i></p>	<p><i>Salomon v Salomon is a seminal case on separate legal personality which supports the general point made in the answer. Prudential v Newman is a case on derivative actions, which the answer does not deal with.</i></p> <p><i>Oddly, Burnford v AA is the case which settled the point that a former shareholder is barred by the reflective loss principle from bringing an action for loss in share value which results from a loss suffered by the company. However, the answer does not engage with the point at all.)</i></p>
38	To what extent is a contractual agreement to mediate a dispute enforceable?	<p><b>ANSWER</b></p> <p>Under English law, a contractual agreement to mediate a dispute is generally enforceable. The parties to the agreement are legally bound to follow the terms of the agreement, including any provisions relating to the mediation process. The Civil Procedure Rules (CPR) provide guidance on the enforceability of mediation agreements, and the courts have consistently held that such agreements are binding. For example, in the case of Sky Petroleum Ltd v Vietnam Oil &amp; Gas Corporation [2012] EWHC 622 (Comm), the court held that a contractual agreement to mediate was enforceable.</p> <p>In addition, the Civil Mediation Council (CMC) has issued guidance on the enforceability of mediation agreements, which states that parties are bound by the terms of the agreement, including any provisions relating to the mediation process.</p> <p>Therefore, a contractual agreement to mediate a dispute is generally enforceable under English law.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance: 1 (5 marks)</i></p> <p><i>Citations: 1 (3 marks)</i></p> <p><i>Clarity: 2 (2 marks)</i></p> <p><b>Total: 4</b></p> <p><i>(Important cases not cited and the one cited didn't address the point. Very basic and simplistic answer – the question asked “to what extent” and the real answer is far more nuanced than this answer would have you believe. For example, there is no discussion of what court would take into account when deciding whether to enforce.)</i></p>	<p><b>ANSWER</b></p> <p>Under English law, a contractual agreement to mediate a dispute is generally enforceable. This is because agreements to mediate are considered binding contracts, and parties can be held liable for breach of contract if they fail to comply with the terms of the agreement.</p> <p>The Civil Procedure Rules 1998 (CPR) provide that parties must attempt to resolve their disputes through alternative dispute resolution (ADR) such as mediation before commencing court proceedings. The CPR also state that any agreement reached through ADR should be recorded in writing and signed by both parties in order for it to be legally binding.</p> <p>Case law has also established that contractual agreements to mediate are enforceable. In the case of Prudential Assurance Co Ltd v London Residuary Body [1992] 1 WLR 1053, it was held that an agreement between two parties which stated that they would attempt mediation prior to litigation was binding and enforceable in court.</p> <p>In conclusion, contractual agreements to mediate disputes are generally enforceable under English law, provided they comply with the requirements set out in the CPR and have been recorded in writing and signed by both parties.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance: 1 (5 marks)</i></p> <p><i>Citations: 1 (3 marks)</i></p> <p><i>Clarity: 2 (2 marks)</i></p> <p><b>Total: 4</b></p>	<p><b>ANSWER</b></p> <p>A contractual agreement to mediate a dispute is enforceable in English law, provided that the agreement is clear and certain. This means that the agreement must specify the following:</p> <ul style="list-style-type: none"> <li>* The parties to the agreement</li> <li>* The subject matter of the dispute</li> <li>* The process to be followed in the mediation</li> <li>* The mediator to be appointed (if applicable)</li> </ul> <p>The agreement must also be freely entered into by both parties. This means that neither party must have been pressured or coerced into signing the agreement.</p> <p>If a party to a contractual agreement to mediate breaches the agreement by refusing to mediate, the other party may be able to bring court proceedings to enforce the agreement. The court may then order the party to mediate the dispute.</p> <p>However, it is important to note that the court cannot force a party to reach a settlement in mediation. Mediation is a voluntary process and both parties must be willing to compromise in order to reach an agreement.</p> <p><b>**Relevant statute:**</b></p> <ul style="list-style-type: none"> <li>* Arbitration Act 1996, Section 7</li> </ul> <p><b>**Guidance:**</b></p> <ul style="list-style-type: none"> <li>* Civil Mediation Council guidance on mediation agreements</li> </ul> <p><b>**Case law:**</b></p> <ul style="list-style-type: none"> <li>* <b>**Yashwant Bajaj v Toru Ueda [2018] SGHC 229**</b></li> </ul> <p>In this case, the Singapore High Court held that a contractual agreement to mediate was enforceable, even though the agreement did not specify the mediator to be appointed.</p> <p><b>**Conclusion**</b></p>



Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
			<i>(Again, a simplistic answer whereas it's not that straightforward at all. The CPR does not say parties must attempt ADR before commencing proceedings. The case is real but doesn't deal with this aspect at all. All other relevant cases omitted.)</i>	<p>A contractual agreement to mediate a dispute is enforceable in English law, provided that the agreement is clear, certain, and freely entered into by both parties. If a party to the agreement breaches the agreement by refusing to mediate, the other party may be able to bring court proceedings to enforce the agreement. However, it is important to note that the court cannot force a party to reach a settlement in mediation.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i>     3 (5 marks)</p> <p><i>Citations:</i>     1 (3 marks)</p> <p><i>Clarity:</i>        1 (2 marks)</p> <p><b>Total:</b>         5</p> <p><i>(This answer was the best and most accurate although still rather simplistic and missing a lot of detail. However, the statute cited was wrong and irrelevant and the case was completely irrelevant (from Singapore!) None of the main cases on the topic were mentioned.)</i></p>
39	To what extent will communications between a client and a foreign (non-UK) lawyer attract legal advice privilege?	<p><b>ANSWER</b></p> <p>Under English law, communications between a client and a foreign (non-UK) lawyer will attract legal advice privilege only if the foreign lawyer is acting as an agent of the client's English lawyer. The English lawyer must be in a position to exercise professional legal authority over the foreign lawyer. This was established in the case of <i>Three Rivers District Council v Governor and Company of the Bank of England</i> [2004] UKHL 48.</p> <p>In order for communications between a client and a foreign lawyer to be privileged, the foreign lawyer must be acting on behalf of the client's English lawyer and the English lawyer must be in a position to exercise professional legal authority over the foreign lawyer. This is set out in the Solicitors Regulation Authority's Code of Conduct 2011, which states that "communications between a client and a foreign lawyer will be privileged only if the foreign lawyer is acting as an agent of the client's English lawyer and the English lawyer is in a position to exercise professional legal authority over the foreign lawyer".</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i>     1 (5 marks)</p> <p><i>Citations:</i>     0 (3 marks)</p> <p><i>Clarity:</i>        1 (2 marks)</p> <p><b>Total:</b>         2</p> <p><i>(The short answer is that English law treats a foreign qualified lawyer as a "lawyer" for the purposes of LPP, this answer makes a category error by answering the question as if the lawyer is simply a non-lawyer. It therefore fails to cite any relevant authorities. The quote from the 2011 Code of Conduct appears to be fictional.)</i></p>	<p><b>ANSWER</b></p> <p>Under English law, communications between a client and a foreign (non-UK) lawyer may attract legal advice privilege depending on the circumstances. Legal advice privilege is defined in section 42 of the Senior Courts Act 1981 as "communications between a client and his legal adviser, made for the purpose of obtaining or giving legal advice". In order to determine whether communications with a foreign lawyer will be privileged, it is necessary to consider whether the foreign lawyer has been engaged by the client for purposes of obtaining or giving legal advice in relation to matters which are governed by English law. If this is the case then any such communications may be protected by legal advice privilege.</p> <p>In addition, it should also be noted that where an English solicitor instructs a foreign lawyer on behalf of their client then any communications between them may also be protected under this principle (<i>R v Derby Magistrates Court ex parte B</i> [1996] 1 AC 487).</p> <p>Finally, it should also be noted that there are certain exceptions to this principle which must also be taken into account when considering whether communications with a foreign lawyer will attract privilege (<i>R v Special Commissioner and another ex parte Kaufman</i> [2002] UKHL 41).</p>	<p><b>ANSWER</b></p> <p>Communications between a client and a foreign (non-UK) lawyer will attract legal advice privilege in English law to the same extent as communications between a client and a UK lawyer. This is because the English courts take a broad view of what constitutes a "lawyer" for the purposes of legal advice privilege.</p> <p>In the case of <i>**Tatneft v Bogolyubov &amp; Ors</i> [2022] EWHC 1592 (Comm)**, the English High Court held that communications between a client and a foreign lawyer are privileged even if the foreign lawyer is not qualified to practice law in England and Wales. The court also held that it is irrelevant whether the foreign lawyer is subject to a professional code of conduct that is equivalent to the professional code of conduct that applies to English lawyers.</p> <p>The court's decision in <i>Tatneft</i> is consistent with the English courts' approach to legal advice privilege in other cases. For example, in the case of <i>**Prudential Assurance Co Ltd v Newman Industries Ltd (No 2)</i> [1982] Ch 204**, the English Court of Appeal held that communications between a client and a foreign lawyer are privileged even if the foreign lawyer is not a member of a professional body.</p> <p><b>**Exceptions to legal advice privilege**</b></p> <p>There are a few exceptions to legal advice privilege. For example, legal advice privilege does not apply to communications that are made in furtherance of a crime or fraud. Legal advice privilege also does not apply to communications that are made to a foreign lawyer who is not independent of the client.</p> <p><b>**Conclusion**</b></p> <p>Communications between a client and a foreign lawyer will generally attract legal advice privilege in English law to the same extent as communications between a client and a UK lawyer. However, there are a few exceptions to legal advice privilege. If you are unsure whether or not a communication is privileged, you should seek legal advice.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i>     2 (5 marks)</p>

Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
			<div>-----</div> <div>ASSESSMENT</div> <div>Substance: 1 (5 marks)</div> <div>Citations: 0 (3 marks)</div> <div>Clarity: 1 (2 marks)</div> <div>Total: 2</div> <div>(The short answer is that English law treats a foreign qualified lawyer as a “lawyer” for the purposes of LPP. This answer makes the occasional statement which is somewhat consistent with that proposition, but cites none of the relevant authorities and otherwise appears random. Ex p B is not a case on this point so appears to have been randomly and erroneously cited).</div>	<div>Citations: 1 (3 marks)</div> <div>Clarity: 1 (2 marks)</div> <div>Total: 4</div> <div>(The first paragraph is a satisfactory statement of the overall principle. However the answer then becomes misleading and inaccurate in a number of ways; in particular although Tatneft is a relevant decision in this area it is (i) inaccurately summarised and (ii) the appropriate point to make is that it is <b>inconsistent</b> with the UKSC decision in Prudential v Special Cmmr of Income Tax – it seems to have got totally confused by a different CA case which does not have anything to do with this question and is cited for a proposition it does not stand for - and (iii) no other authorities on the point are cited at all. The final two paragraphs are very generic and contain at least one inaccuracy e.g. the “independence” point)</div>
40	How is the law applicable to an arbitration agreement determined, and what will it be?	<div>ANSWER</div> <div>Under English law, the law applicable to an arbitration agreement is determined by the parties to the agreement. This will usually be set out in the agreement itself, or may be implied by the law of the country where the arbitration is to take place. The applicable law will generally be the law of the country where the arbitration is to take place, or the law of the country where the parties to the agreement have their habitual residence. Relevant statutes include the Arbitration Act 1996, the Civil Procedure Rules, and the UNCITRAL Model Law on International Commercial Arbitration. Relevant case law includes The Sanko Honryo [1993] 1 Lloyd's Rep. 1.</div> <div>-----</div> <div>ASSESSMENT</div> <div>Substance: 0 (5 marks)</div> <div>Citations: 0 (3 marks)</div> <div>Clarity: 1 (2 marks)</div> <div>Total: 1</div> <div>(The relevant legal test is currently set out by the UKSC decision of Enka v Chubb. The text does not cite this, nor does it represent the substance of it. The authorities/legislation cited are random.)</div>	<div>ANSWER</div> <div>The law applicable to an arbitration agreement is determined by the parties to the agreement, and can be either a specific national law or a set of rules such as those provided by the International Chamber of Commerce (ICC). The applicable law will be whatever is agreed upon in the arbitration agreement. If no specific governing law is chosen, then it will usually default to the laws of the country where the arbitration takes place. In England and Wales, relevant statutes include The Arbitration Act 1996 and The Arbitration (International Investment Disputes) Act 1966. Relevant case law includes MacKinnon v Donaldson Lufkin &amp; Jenrette Securities Corporation [2001] 1 All ER (Comm) 819.</div> <div>References:</div> <div>Arbitration Act 1996</div> <div>Arbitration (International Investment Disputes) Act 1966</div> <div>MacKinnon v Donaldson Lufkin &amp; Jenrette Securities Corporation [2001] 1 All ER (Comm) 819</div> <div>-----</div> <div>ASSESSMENT</div> <div>Substance: 0 (5 marks)</div> <div>Citations: 0 (3 marks)</div> <div>Clarity: 1 (2 marks)</div>	<div>ANSWER</div> <div>The law applicable to an arbitration agreement is determined by the parties to the agreement. The parties can choose the law of any jurisdiction to apply to their arbitration agreement, regardless of the jurisdiction where the arbitration will take place.</div> <div>If the parties have not chosen the law applicable to their arbitration agreement, the law of the jurisdiction where the arbitration will take place will apply.</div> <div>The law applicable to an arbitration agreement will determine the following:</div> <div>* The validity of the arbitration agreement</div> <div>* The enforceability of the arbitration agreement</div> <div>* The procedure to be followed in the arbitration</div> <div>* The powers of the arbitrator</div> <div>* The enforceability of the arbitral award</div> <div>**Relevant statute:**</div> <div>* Arbitration Act 1996, Sections 6 and 61</div> <div>**Guidance:**</div> <div>* Civil Procedure Rules (CPR) Part 73</div> <div>**Case law:**</div> <div>* **Enka Insaat ve Sanayi AS v OOO Insurance Company Chubb [2020] UKSC 38**</div>

Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
			<p><b>Total: 1</b></p> <p><i>(The relevant legal test is currently set out by the UKSC decision of Enka v Chubb. The text does not cite this, nor does it represent the substance of it. The authorities/legislation cited are random).</i></p>	<p>In this case, the Supreme Court held that the law applicable to an arbitration agreement is determined by the parties to the agreement. The court also held that the law of the jurisdiction where the arbitration will take place will apply if the parties have not chosen the law applicable to their arbitration agreement.</p> <p><b>**Conclusion**</b></p> <p>The law applicable to an arbitration agreement is an important issue to consider when drafting an arbitration agreement. The parties should carefully consider the law of the jurisdiction(s) that may be relevant to their arbitration and choose the law that is most appropriate for their needs.</p> <p>If you are unsure about the law applicable to your arbitration agreement, you should seek legal advice.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 1 (5 marks)</p> <p>Citations: 1 (3 marks)</p> <p>Clarity: 1 (2 marks)</p> <p>Total: 3</p> <p><i>(The relevant legal test is currently set out by the UKSC decision of Enka v Chubb. Although this is cited, insofar as the text attempts to summarise its substance, it contains fundamental inaccuracies, and the statement as to what the law determines is incorrect in respect of 3/5 bullets given. Although Enka is at least cited, other references to authorities/legislation cites is random).</i></p>
Competition				
41	<p>Describe the key differences between “material influence”, “de facto control” and “de jure” control when assessing whether two enterprises have “ceased to be distinct” as defined in section 26 of the Enterprise Act 2002.</p>	<p><b>ANSWER</b></p> <p>The key differences between “material influence”, “de facto control” and “de jure” control when assessing whether two enterprises have “ceased to be distinct” as defined in section 26 of the Enterprise Act 2002 are as follows:</p> <p>Material Influence: Material influence is the ability of one enterprise to influence the commercial behaviour of another enterprise. This influence may be direct or indirect, and can include, for example, the ability to influence pricing or the terms of supply.</p> <p>De Facto Control: De facto control is the actual control of one enterprise over another. This control can be evidenced by the fact that one enterprise is making decisions on behalf of the other, or that one enterprise is making decisions that are binding on the other.</p> <p>De Jure Control: De jure control is the legal control of one enterprise over another. This control is established by a contract or other legal document, and can include, for example, the ability to appoint or remove directors, or to veto certain decisions.</p>	<p><b>ANSWER</b></p> <p>The key differences between “material influence”, “de facto control” and “de jure” control when assessing whether two enterprises have “ceased to be distinct” as defined in section 26 of the Enterprise Act 2002 are as follows:</p> <p>Material Influence: Material influence occurs when one enterprise has a significant influence over the other’s commercial policy decisions, but does not necessarily involve any actual control.</p> <p>De Facto Control: De facto control is where one enterprise has the actual power to make decisions on behalf of another. This may include direct ownership or a controlling interest in the other enterprise.</p> <p>De Jure Control: De jure control is where one enterprise has legal authority to make decisions on behalf of another, such as through an agreement or contract. This type</p>	<p><b>ANSWER</b></p> <p>The key differences between “material influence”, “de facto control” and “de jure” control when assessing whether two enterprises have “ceased to be distinct” as defined in section 26 of the Enterprise Act 2002 are as follows:</p> <p><b>**Material influence**</b></p> <p>Material influence is the ability to influence the commercial decisions of an enterprise, but without having control over those decisions. Material influence can be exercised through a variety of means, such as:</p> <ul style="list-style-type: none"><li>* Shareholding (e.g., owning a significant minority stake in an enterprise)</li><li>* Board representation</li><li>* Supply contracts</li><li>* Licensing agreements</li></ul> <p><b>**De facto control**</b></p> <p>De facto control is the ability to control the commercial decisions of an enterprise, even without having a majority shareholding. De facto control can be exercised through a variety of means, such as:</p>

Question	Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
	<p>These three concepts are used to assess whether two enterprises have “ceased to be distinct” as defined in section 26 of the Enterprise Act 2002. This section states that two enterprises are considered to have “ceased to be distinct” if one enterprise has “material influence”, “de facto control” or “de jure control” over the other.</p> <p>References:</p> <p>Enterprise Act 2002, s.26</p> <p>Re Unilever plc and Margarine Unie NV [1953] Ch.9</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 3 (5 marks)</p> <p>Citations: 0 (3 marks)</p> <p>Clarity: 2 (2 marks)</p> <p><b>Total: 5</b></p> <p><i>(Description of different forms of control is somewhat correct, but there is no mention of the level of shareholding. There are some errors, namely: material influence = ability to influence policy; de fact control = ability to control policy; and legal control = a controlling interest, likely 50% shareholding or more. Case cited can't be found and does not appear to exist.)</i></p>	<p>of control can be either temporary or permanent.</p> <p>References:</p> <p>Enterprise Act 2002</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 1 (5 marks)</p> <p>Citations: 2 (3 marks)</p> <p>Clarity: 2 (2 marks)</p> <p><b>Total: 5</b></p> <p><i>(The descriptions of different forms of control are not correct, with quite a few errors and no mention of level of shareholding. )</i></p>	<p>* Minority shareholdings in conjunction with other factors, such as board representation or voting agreements</p> <p>* Management contracts</p> <p>* Joint ventures</p> <p><b>**De jure control**</b></p> <p>De jure control is the legal ability to control the commercial decisions of an enterprise. De jure control is typically achieved by owning a majority shareholding in an enterprise.</p> <p><b>**Cessation to be distinct**</b></p> <p>Section 26 of the Enterprise Act 2002 provides that two enterprises cease to be distinct if they come under common ownership or common control. The term "control" in section 26 is not defined, but it is generally understood to include all three forms of control described above: material influence, de facto control, and de jure control.</p> <p><b>**Assessment of cessation to be distinct**</b></p> <p>When assessing whether two enterprises have ceased to be distinct under section 26 of the Enterprise Act 2002, the competition authorities will consider all of the relevant factors, including:</p> <p>* The level of shareholding ownership</p> <p>* The level of board representation</p> <p>* The existence of voting agreements</p> <p>* The existence of management contracts</p> <p>* The existence of joint ventures</p> <p>* The ability to influence the commercial decisions of the other enterprise</p> <p>The competition authorities will also consider the nature of the two enterprises involved. For example, if the two enterprises are competitors, the competition authorities are more likely to conclude that they have ceased to be distinct.</p> <p><b>**Conclusion**</b></p> <p>The key difference between material influence, de facto control, and de jure control is the level of control that is exercised. Material influence is the weakest form of control, while de jure control is the strongest form of control.</p> <p>When assessing whether two enterprises have ceased to be distinct under section 26 of the Enterprise Act 2002, the competition authorities will consider all of the relevant factors, including the level of control that is exercised by one enterprise over the other.</p> <p>If you are unsure whether or not two enterprises have ceased to be distinct, you should seek legal advice.</p>



Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
				<div>-----</div> <div><b>ASSESSMENT</b></div> <div>Substance: 4 (5 marks)</div> <div>Citations: 2 (3 marks)</div> <div>Clarity: 2 (2 marks)</div> <div>Total: 6</div> <div>(Largely correct, but does not mention level of shareholding.)</div>
42	What is the legal threshold for finding a merger results in a "substantial lessening of competition" ("SLC") under UK merger control rules, and what theories of harm may lead to such a finding?	<div><b>ANSWER</b></div> <div>Under UK merger control rules, the legal threshold for finding a merger results in a "substantial lessening of competition" ("SLC") is set out in the Enterprise Act 2002, s.23. The threshold requires the merger to result in a "realistic prospect" of a "substantial lessening of competition" in a relevant market. Theories of harm that may lead to such a finding include increased market power, unilateral effects, and coordinated effects. In addition, the Competition and Markets Authority (CMA) may consider the potential for barriers to entry or expansion, as well as any other factors that may affect competition in the relevant market.</div> <div>-----</div> <div><b>ASSESSMENT</b></div> <div>Substance: 2 (5 marks)</div> <div>Citations: 2 (3 marks)</div> <div>Clarity: 2 (2 marks)</div> <div>Total: 6</div> <div>(This response fails to explain what the threshold for finding an SLC is, but simply re-states the what the Act says. For the second part of the question, it does not mention the risk of conglomerate effects, or other theories of harm (like killer acquisition). Also does not distinguish between vertical v. horizontal effects. For sources, this fails to reference the CMA's merger guidance or any cases.)</div>	<div><b>ANSWER</b></div> <div>Under UK merger control rules, a merger may be found to result in a substantial lessening of competition ("SLC") if it results in a material reduction in competition within the relevant market. The legal threshold for determining whether this has occurred is set out in the Enterprise Act 2002, s.23(1), which states that an SLC must have "the effect of substantially lessening competition within any market or markets in the United Kingdom for goods or services".</div> <div>Theories of harm that may lead to such a finding include horizontal theory (whereby two competitors merge and reduce their competitive rivalry), vertical theory (whereby two companies at different levels of the supply chain merge and reduce competitive pressure on downstream firms) and conglomerate theory (whereby firms from different industries merge and reduce competitive pressure).</div> <div>Relevant case law includes BAA Ltd v CAA [2009] EWCA Civ 643, where it was held that an SLC could be found even where there was no direct evidence of anti-competitive effects, as long as there was sufficient evidence to suggest that they were likely to occur. Relevant statutes include Competition Act 1998, s.18(2)(b), which states that an SLC must be "of sufficient significance" for it to warrant investigation by the Competition Commission.</div> <div>-----</div> <div><b>ASSESSMENT</b></div> <div>Substance: 2 (5 marks)</div> <div>Citations: 0 (3 marks)</div> <div>Clarity: 2 (2 marks)</div> <div>Total: 4</div>	<div><b>ANSWER</b></div> <div>The legal threshold for finding a merger results in a "substantial lessening of competition" ("SLC") under UK merger control rules is relatively high. The Competition and Markets Authority (CMA) must have reasonable grounds to believe that the merger will lead to an SLC before it can refer the merger to a Phase 2 investigation.</div> <div>The CMA will consider a number of factors when assessing whether or not a merger is likely to lead to an SLC, including:</div> <div>* The market shares of the merging parties</div> <div>* The level of concentration in the market</div> <div>* The presence of other close competitors</div> <div>* The likelihood of new entrants into the market</div> <div>* The ability of the merging parties to coordinate their behavior after the merger</div> <div>The CMA will also consider whether the merger is likely to have a negative impact on consumers, such as by leading to higher prices, lower quality products or services, or less choice.</div> <div>There are a number of theories of harm that may lead to a finding that a merger is likely to result in an SLC. Some of the most common theories of harm include:</div> <div>* **Unilateral effects:** This arises where one of the merging parties is likely to become so dominant after the merger that it will be able to raise prices, reduce output, or otherwise degrade competition.</div> <div>* **Coordinated effects:** This arises where the merging parties are likely to be able to coordinate their behavior after the merger in a way that harms competition, such as by colluding on prices or output.</div> <div>* **Innovation effects:** This arises where the merger is likely to reduce the incentive of the merging parties to innovate, leading to less new products and services being offered to consumers.</div> <div>**Conclusion**</div> <div>The legal threshold for finding a merger results in an SLC under UK merger control rules is relatively high. The CMA will consider a number of factors when assessing whether or not a merger is likely to lead to an SLC, including the market shares of the merging parties, the level of concentration in the market, and the likelihood of new entrants into the market. The CMA will also consider whether the merger is likely to have a negative impact on consumers.</div> <div>Some of the most common theories of harm that may lead to a finding that a merger is likely to result in an SLC include unilateral effects, coordinated effects, and innovation effects.</div>

Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
			<i>(This response fails to explain what the threshold for finding an SLC is, but simply re-states the what the Act says. For the second part of the question, it does not mention the risk of coordinated effects or other theories of harm (like killer acquisitions) or the risk of increased market power. For sources, this fails to reference the CMA's merger guidance. The case cited appears fictitious, and a similarly named case does not discuss SLC. The Competition Act reference is for abuse of dominance, so not directly related to merger control.)</i>	----- <b>ASSESSMENT</b> Substance: 2 (5 marks) Citations: 1 (3 marks) Clarity: 2 (2 marks) <b>Total: 5</b> <i>(States that the threshold is “relatively high” and gets close to correctly stating the threshold for a finding of SLC for a Phase II reference. However, does not state the threshold for finding of SLC at a Phase II investigation. Gives examples of some of the factors are relevant to determining whether the threshold is met – though this is somewhat outside the scope of the question on threshold. For the second part of the question, does not distinguish between vertical and horizontal effects, does not mention conglomerate ToHs. It also incorrectly describes them (the way they are described does not make sense in a merger context – for example, with coordinated effects the issue isn’t that the merging parties would coordinate (since they would be one entity post transaction) the issue is that it would be easier for the merged parties to coordinate with other competitors post-transaction). For sources, no citations were given.)</i>
43	A manufacturer and reseller enter into a supply contract for football merchandise, whereby the manufacturer supplies football merchandise to the reseller, which the reseller sells to customers in its chain of stores across the UK. The manufacturer also sells football merchandise direct to consumers via its website. The supply contract requires the reseller to provide the manufacturer with certain information every quarter, including information on the reseller’s future marketing plans, future pricing plans and historic information about key customer contracts. Describe the UK competition law risks (if any) with sharing this information.	<b>ANSWER</b>  Under UK competition law, there is a risk that the sharing of information between the manufacturer and reseller could be considered an anti-competitive agreement, which is prohibited under the Competition Act 1998. The sharing of information could be seen as an agreement to restrict competition, such as by agreeing on prices or market share, or to limit the reseller's ability to compete with the manufacturer. The sharing of information could also be seen as a form of price fixing, which is also prohibited under the Competition Act 1998. Furthermore, the sharing of information could be seen as a form of market sharing, which is also prohibited under the Competition Act 1998.  In order to assess the risk of a breach of competition law, it is important to consider the context of the agreement and the nature of the information being shared. The Competition and Markets Authority (CMA) has issued guidance on the sharing of information between competitors, which states that such agreements may be lawful in certain circumstances, such as where the information is necessary for the efficient operation of the market or is not likely to distort competition.  In this case, it is important to consider whether the information being shared is necessary for the efficient operation of the market, and whether it is likely to distort competition. If the information is not necessary for the efficient operation of the market, or is likely to distort competition, then there is a risk of a breach of competition law.	<b>ANSWER</b>  Under UK competition law, the sharing of information between the manufacturer and reseller may be subject to certain restrictions. In particular, the Competition Act 1998 prohibits agreements that have as their object or effect the prevention, restriction or distortion of competition within any market in the UK (s.2). This includes agreements that restrict a party’s ability to compete freely with its competitors, such as by requiring them to provide confidential information about their future pricing plans and marketing strategies.  In addition, The Enterprise Act 2002 prohibits mergers which result in a substantial lessening of competition (“SLC”) within any market in the UK (s.23(1)). An SLC may arise if two companies enter into an agreement which results in one company having access to commercially sensitive information about its competitor's future pricing plans and marketing strategies which it would not otherwise have had access to.  The sharing of this type of information is therefore subject to certain restrictions under UK competition law and should be done with caution. Relevant case law includes The Office of Fair Trading v BAA Ltd [2009] EWCA Civ 643, where it was held that an SLC could be found even where there was no direct evidence of anti-competitive effects,	<b>ANSWER</b>  The sharing of information between a manufacturer and a reseller, such as the information described in the question, can give rise to a number of UK competition law risks.  <b>**Price fixing**</b>  One of the most significant risks is that the sharing of information on future pricing plans could be seen as price fixing. Price fixing is an agreement between two or more businesses to set prices at a certain level. This is a serious violation of UK competition law, as it can lead to higher prices for consumers.  <b>**Information exchange**</b>  The sharing of other types of information, such as information on future marketing plans and historic information about key customer contracts, could also be seen as an infringement of UK competition law if it leads to the exchange of competitively sensitive information. Competitively sensitive information is information that could be used by businesses to coordinate their behavior in a way that harms competition.  For example, if the manufacturer and reseller share information on their future marketing plans, they could use this information to avoid competing against each other directly. This could lead to consumers having less choice and paying higher prices.  <b>**Market division**</b>  The sharing of information could also be used to facilitate market division. Market division is an agreement between two or more businesses to divide up the market between them. This is also a serious violation of UK competition law, as it can lead to reduced competition and higher prices for consumers.  <b>**Conclusion**</b>

Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
		<p>Relevant statutes, regulations, guidance and case law:</p> <p>Competition Act 1998</p> <p>Competition and Markets Authority (CMA) Guidance on the Sharing of Information between Competitors</p> <p>Case law on competition law breaches</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 1 (5 marks)</p> <p>Citations: 0 (3 marks)</p> <p>Clarity: 1 (2 marks)</p> <p><b>Total: 2</b></p> <p>(The answer does not look at: 1) whether they are competitors; 2) the risks of competitors sharing information vs others in general; 3) the relevance of the type of information being shared (i.e. is information competitively sensitive or not) and 4) does not clearly state the competition issues with sharing competitively sensitive information. Most importantly, the answer does not answer the key question, which is whether the specific types of information described would likely be problematic. Also, the answer is focused on whether there is an agreement to share (which is not relevant). And the considerations in the third para don't really make any sense in this context. For sources, the guidance referred to does not exist, and for case law it just refers to case law generally, which isn't really helpful.)</p>	<p>as long as there was sufficient evidence to suggest that they were likely to occur.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 1 (5 marks)</p> <p>Citations: 0 (3 marks)</p> <p>Clarity: 1 (2 marks)</p> <p><b>Total: 2</b></p> <p>(The answer does not look at: 1) whether they are competitors; 2) the risks of competitors sharing information vs others in general; 3) the relevance of the type of information being shared (i.e. is information competitively sensitive or not) and 4) does not clearly state the competition issues with sharing competitively sensitive information. Also, the answer is focused on whether there is an agreement to share (which is not relevant) – the key issue is whether they are competitors and the type of info shared. The sources are not correct – the same fictitious case as last time is presented. And there is a random reference to merger control rules and SLC, which is not relevant here.)</p>	<p>The UK competition law risks associated with the sharing of information between a manufacturer and a reseller will vary depending on the specific facts of the case. However, it is important for businesses to be aware of these risks and to take steps to mitigate them.</p> <p>Some of the steps that businesses can take to mitigate the risks associated with the sharing of information include:</p> <p>* Only sharing information that is necessary for the purposes of the supply contract.</p> <p>* Sharing information on a confidential basis and only with those employees who need to know the information.</p> <p>* Implementing procedures to prevent the use of shared information for anti-competitive purposes.</p> <p>If you are unsure about the UK competition law risks associated with the sharing of information with a manufacturer or reseller, you should seek legal advice.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 4 (5 marks)</p> <p>Citations: 1 (3 marks)</p> <p>Clarity: 2 (2 marks)</p> <p><b>Total: 7</b></p> <p>(Correctly focuses on risk of sharing competitively sensitive information between competitors, and answers the question of whether the specific type of information is likely CSI. Does not have any sources.)</p>
44	In what situations is a joint purchasing arrangement likely to be treated as a restriction by object and when is it likely to be treated as a restriction by effect in the UK?	<p><b>ANSWER</b></p> <p>Under UK competition law, a joint purchasing arrangement is likely to be treated as a restriction by object if it has the object or effect of preventing, restricting or distorting competition within the UK. The Competition and Markets Authority (CMA) has issued guidance on the types of arrangements that are likely to be considered a restriction by object, including agreements between competitors to fix prices, limit production or supply, or share markets or customers.</p> <p>On the other hand, a joint purchasing arrangement is likely to be treated as a restriction by effect if it has the potential to lead to anti-competitive outcomes, such as higher prices or reduced choice for consumers. The CMA has also issued guidance on the types of arrangements that are likely to be considered a restriction by effect, including agreements between competitors to exchange commercially sensitive information or to cooperate in the development of new products or services.</p>	<p><b>ANSWER</b></p> <p>Under UK competition law, a joint purchasing arrangement may be treated as a restriction by object or by effect.</p> <p>A restriction by object is one which has the object of preventing, restricting or distorting competition within any market in the UK (Competition Act 1998, s.2). Examples of restrictions by object include price-fixing agreements and market sharing agreements.</p> <p>A restriction by effect is one which has the effect of preventing, restricting or distorting competition within any market in the UK (Competition Act 1998, s.2). This includes agreements that are not intended to restrict competition but have this effect nonetheless. An example of this would be an agreement between two companies to jointly purchase goods from a supplier at an inflated price –</p>	<p><b>ANSWER</b></p> <p>A joint purchasing arrangement is an agreement between two or more businesses to purchase goods or services together. Joint purchasing arrangements can have a number of benefits, such as enabling businesses to obtain lower prices or better terms from suppliers. However, joint purchasing arrangements can also give rise to competition law concerns, depending on the specific circumstances.</p> <p><b>**Restrictions by object**</b></p> <p>Certain types of joint purchasing arrangements are considered to be restrictions by object. This means that they are automatically prohibited under UK competition law, regardless of their actual effect on competition.</p> <p>One example of a joint purchasing arrangement that is considered to be a restriction by object is an agreement to boycott a particular supplier. Another example is an agreement to fix prices for goods or services purchased under the joint purchasing arrangement.</p> <p><b>**Restrictions by effect**</b></p> <p>Other types of joint purchasing arrangements may be considered to be restrictions by effect. This means that they are only prohibited if they have a negative impact on competition.</p>



Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
		<p>In both cases, the CMA will consider the particular facts and circumstances of the arrangement in question in order to determine whether it is likely to have a restrictive effect on competition. Relevant factors include the market structure, the nature of the arrangement, and the degree of market power held by the parties involved. Relevant case law includes the case of British Airways plc v. Office of Fair Trading [2008] UKHL 22.</p> <p>Sources:</p> <p>Competition and Markets Authority (CMA), Guidance on Restrictions by Object (2019)</p> <p>Competition and Markets Authority (CMA), Guidance on Restrictions by Effect (2019)</p> <p>British Airways plc v. Office of Fair Trading [2008] UKHL 22</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 3 (5 marks)</p> <p>Citations: 0 (3 marks)</p> <p>Clarity: 1 (2 marks)</p> <p><b>Total: 4</b></p> <p><i>(Describes the key factors relevant to assessing the effects of a joint purchasing agreement. Does not really go into the difference between object and effect for a joint purchasing agreement (just talks about object restrictions generally, but not as they pertain to joint purchasing). The highlighted portion is very confusing, and likely to mislead an uninformed reader into thinking that these types of agreements are generally anticompetitive, when that is not the case. Sources cited are fictitious.)</i></p>	<p>even though there was no intention to restrict competition, such an agreement would still have the effect of raising prices and thus reducing consumer choice and welfare.</p> <p>Relevant case law includes The Office of Fair Trading v BAA Ltd [2009] EWCA Civ 643, where it was held that an SLC could be found even where there was no direct evidence of anti-competitive effects, as long as there was sufficient evidence to suggest that they were likely to occur.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 2 (5 marks)</p> <p>Citations: 0 (3 marks)</p> <p>Clarity: 1 (2 marks)</p> <p><b>Total: 3</b></p> <p><i>(Discussed object v effect generally, but not as they pertain to joint purchasing. The example given does not really make sense, and does not describe the primary effects-based ToH with joint purchasing agreements. The source given is the same fictitious case from before.)</i></p>	<p>To determine whether or not a joint purchasing arrangement is a restriction by effect, the UK competition authorities will consider a number of factors, including:</p> <p>* The market shares of the participating businesses</p> <p>* The level of concentration in the market</p> <p>* The presence of other close competitors</p> <p>* The likelihood of new entrants into the market</p> <p>* The potential impact on consumers</p> <p><b>**Factors that are relevant to whether a joint purchasing arrangement is likely to be treated as a restriction by effect**</b></p> <p>Some of the factors that are relevant to whether a joint purchasing arrangement is likely to be treated as a restriction by effect include:</p> <p>* The size and scope of the joint purchasing arrangement</p> <p>* The nature of the goods or services being purchased</p> <p>* The level of cooperation between the participating businesses</p> <p>* The impact of the joint purchasing arrangement on suppliers</p> <p>* The impact of the joint purchasing arrangement on consumers</p> <p><b>**Conclusion**</b></p> <p>Whether or not a joint purchasing arrangement is likely to be treated as a restriction by object or a restriction by effect will vary depending on the specific facts of the case. It is important for businesses to be aware of the competition law risks associated with joint purchasing arrangements and to take steps to mitigate them.</p> <p>If you are unsure about the competition law risks associated with a particular joint purchasing arrangement, you should seek legal advice.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 4 (5 marks)</p> <p>Citations: 1 (3 marks)</p> <p>Clarity: 2 (2 marks)</p> <p><b>Total: 7</b></p> <p><i>(Accurately and clearly describes when a jpa will be an object restriction, and the factors relevant to assessing the effects of a jpa. Does not give any example of when a jpa will be an effects restriction or discuss the ToH for this. No sources are given.)</i></p>
45	A franchisor sends an email to franchisees with a list of recommended resell prices for products the franchisee sells under	<p><b>ANSWER</b></p> <p>The franchisor's email may constitute a breach of UK competition law, specifically the Chapter I prohibition of the Competition Act 1998. The Chapter I prohibition prohibits agreements between undertakings which have</p>	<p><b>ANSWER</b></p> <p>Under UK competition law, the franchisor's email may be subject to certain restrictions. In particular, the Competition Act 1998 prohibits agreements that have as their</p>	<p><b>ANSWER</b></p> <p>The email from the franchisor to its franchisees described in the question raises a number of UK competition law risks.</p>



Question	Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
<p>license. The email also asks that franchisees provide the franchisor with details of the actual prices its licensed products are sold for on a monthly basis, and warns that those franchisees that “fail to comply with the recommended resell prices” will risk their franchise agreement not being renewed. Describe the UK competition law risks (if any) with this email.</p>	<p>as their object or effect the prevention, restriction or distortion of competition within the UK. In particular, the email may constitute a resale price maintenance agreement, which is prohibited under the Chapter I prohibition.</p> <p>Resale price maintenance is defined as an agreement between two or more parties which has the object or effect of directly or indirectly fixing the purchase or resale price of goods or services. In this case, the franchisor’s email may constitute a resale price maintenance agreement as it recommends a resale price to the franchisees and warns them that failure to comply with the recommended prices will result in their franchise agreement not being renewed.</p> <p>The Competition and Markets Authority (CMA) has issued guidance on resale price maintenance which states that agreements which directly or indirectly fix the purchase or resale price of goods or services are likely to be prohibited under the Chapter I prohibition.</p> <p>Therefore, the franchisor’s email may constitute a breach of UK competition law and the franchisor should seek legal advice to ensure that the email does not breach the Chapter I prohibition.</p> <p>Relevant Statutes, Regulations, Guidance and Case Law:</p> <p>Competition Act 1998, Chapter I Prohibition</p> <p>Competition and Markets Authority (CMA) Guidance on Resale Price Maintenance</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 5 (5 marks)</p> <p><i>Citations:</i> 1 (3 marks)</p> <p><i>Clarity:</i> 2 (2 marks)</p> <p><b>Total: 8</b></p> <p><i>(Correctly identifies the issue of RPM and states what RPM is. The sources cited are vague, and there is a guidance document on RPM, but they have not used the correct citation for it.)</i></p>	<p>object or effect the prevention, restriction or distortion of competition within any market in the UK (s.2). This includes agreements that restrict a party’s ability to compete freely with its competitors, such as by requiring them to adhere to a certain pricing structure.</p> <p>In addition, The Enterprise Act 2002 prohibits mergers which result in a substantial lessening of competition (“SLC”) within any market in the UK (s.23(1)). An SLC may arise if two companies enter into an agreement which results in one company having access to commercially sensitive information about its competitor’s future pricing plans and marketing strategies which it would not otherwise have had access to.</p> <p>The franchisor’s email is therefore subject to certain restrictions under UK competition law and should be done with caution. Relevant case law includes The Office of Fair Trading v BAA Ltd [2009] EWCA Civ 643, where it was held that an SLC could be found even where there was no direct evidence of anti-competitive effects, as long as there was sufficient evidence to suggest that they were likely to occur.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 1 (5 marks)</p> <p><i>Citations:</i> 0 (3 marks)</p> <p><i>Clarity:</i> 1 (2 marks)</p> <p><b>Total: 2</b></p> <p><i>(While the first para vaguely refers to agreements on adhering to pricing structure, this does not mention resale price maintenance or describe what it is, or why the facts would likely be RPM. The subsequent to paras are irrelevant to the question, talking about mergers and SLC.</i></p> <p>The sources cited in the 2nd para is irrelevant and the case is the same fictitious case as before.)</p>	<p><b>**Price fixing**</b></p> <p>The most obvious risk is that the recommended resell prices could be seen as an attempt to fix prices. Price fixing is an agreement between two or more businesses to set prices at a certain level. This is a serious violation of UK competition law, as it can lead to higher prices for consumers.</p> <p><b>**Information exchange**</b></p> <p>The franchisor’s request for information on the actual prices its licensed products are sold for could also be seen as an infringement of UK competition law if it leads to the exchange of competitively sensitive information. Competitively sensitive information is information that could be used by businesses to coordinate their behavior in a way that harms competition.</p> <p>For example, if the franchisor shares information on the actual prices its licensed products are being sold for with all of its franchisees, the franchisees could use this information to coordinate their prices. This could lead to consumers having less choice and paying higher prices.</p> <p><b>**Abuse of dominance**</b></p> <p>If the franchisor has a dominant position in the market, the email could also be seen as an abuse of dominance. Abuse of dominance is when a business with a dominant position in the market uses its position to harm competition.</p> <p>For example, if the franchisor has a dominant position in the market, it could use its power to force franchisees to sell its licensed products at higher prices than they would otherwise. This would harm competition and lead to consumers paying higher prices.</p> <p><b>**Conclusion**</b></p> <p>The UK competition law risks associated with the email described in the question will vary depending on the specific facts of the case. However, it is important for businesses to be aware of these risks and to take steps to mitigate them.</p> <p>If you are unsure about the UK competition law risks associated with a particular email or other communication with franchisees, you should seek legal advice.</p> <p>Here are some of the steps that businesses can take to mitigate the risks associated with the email described in the question:</p> <ul style="list-style-type: none"><li>* Avoid using language that could be construed as an attempt to fix prices or coordinate behavior.</li><li>* Only request information that is necessary for the purposes of the franchise agreement.</li><li>* Share information on a confidential basis and only with those employees who need to know the information.</li><li>* Implement procedures to prevent the use of shared information for anti-competitive purposes.</li></ul>

Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
				<p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 3 (5 marks)</p> <p><i>Citations:</i> 1 (3 marks)</p> <p><i>Clarity:</i> 2 (2 marks)</p> <p><b>Total:</b> 6</p> <p><i>(The answer provided is generally correct, but misses the crucial answer of this likely being RPM, which is a by-object or hardcore restriction. No sources are provided.)</i></p>
Banking				
46	Explain whether a supplier of cloud computing services can terminate their agreement with a company that has just gone into administration based on an ipso facto termination clause?	<p><b>ANSWER</b></p> <p>Under English law, a supplier of cloud computing services may be able to terminate their agreement with a company that has just gone into administration based on an ipso facto termination clause. This is because the effect of an ipso facto clause is to allow a party to terminate the contract in the event of the other party entering into insolvency proceedings. The relevant case law is found in the case of <i>Re Atlantic Computer Systems plc</i> [1992] Ch 505. In this case, the court held that an ipso facto clause was enforceable and that the party could terminate the contract on the basis of the other party entering into insolvency proceedings. Furthermore, the relevant statute is the Insolvency Act 1986 which states that an ipso facto clause is not void or unenforceable by reason of the other party entering into insolvency proceedings.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 0 (5 marks)</p> <p><i>Citations:</i> 1 (3 marks)</p> <p><i>Clarity:</i> 2 (2 marks)</p> <p><b>Total:</b> 3</p> <p><i>(Answer is wrong, as well as vague. It does not refer to the relevant provisions in the IA 1986 where the issue would need to be considered (ss233, 233A and 233B). The final statement is incorrect. The citation for Re Atlantic is correct (so 1 mark) – but the case is not on point. Overall, though easy to read, the answer is wrong.)</i></p>	<p><b>ANSWER</b></p> <p>Under English law, a supplier of cloud computing services can terminate their agreement with a company that has just gone into administration based on an ipso facto termination clause. This is because such clauses are not prohibited by the Insolvency Act 1986 and have been upheld in court. In particular, in the case of <i>Newbury v Sun Microsystems Ltd</i> [2003] EWHC 1468 (Ch), it was held that an ipso facto clause allowing for termination upon insolvency was enforceable and not contrary to public policy.</p> <p>However, there are some exceptions to this general rule. For example, if the contract is subject to the Unfair Contract Terms Act 1977 or other legislation which prohibits such clauses then they may be unenforceable. Additionally, if the contract is subject to European Union law then it may be possible for an administrator or liquidator to challenge any termination on public policy grounds (e.g., Article 6(1) of Directive 2000/35/EC).</p> <p>References: Insolvency Act 1986 s 233A-233E <i>Newbury v Sun Microsystems Ltd</i> [2003] EWHC 1468 (Ch) Unfair Contract Terms Act 1977</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance:</i> 0 (5 marks)</p> <p><i>Citations:</i> 1 (3 marks)</p> <p><i>Clarity:</i> 2 (2 marks)</p> <p><b>Total:</b> 3</p> <p><i>(The answer is wrong and does not refer to the relevant IA sections, although it does appear to pick these up in the references (so</i></p>	<p><b>ANSWER</b></p> <p>Whether or not a supplier of cloud computing services can terminate their agreement with a company that has just gone into administration based on an ipso facto termination clause will depend on the specific terms of the contract and the applicable law.</p> <p><b>**Ipso facto termination clauses**</b></p> <p>Ipso facto termination clauses are clauses in contracts that allow one party to terminate the contract if the other party becomes insolvent or enters into administration. These clauses have been controversial in recent years, as they can leave businesses that are in financial difficulty without access to essential services.</p> <p><b>**The Corporate Insolvency and Governance Act 2020**</b></p> <p>In England and Wales, the Corporate Insolvency and Governance Act 2020 (CIGA) introduced a moratorium on the enforcement of ipso facto termination clauses in certain types of contracts, including contracts for the supply of essential goods and services.</p> <p>The CIGA moratorium applies to contracts that are entered into or renewed on or after 1 December 2020. It also applies to existing contracts, but only for a limited period of time.</p> <p><b>**Application of the CIGA moratorium to cloud computing contracts**</b></p> <p>It is not clear whether cloud computing contracts are covered by the CIGA moratorium. The CIGA moratorium does not define what constitutes an essential good or service. However, the government has stated that the moratorium is intended to cover contracts for the supply of goods and services that are essential for the day-to-day operation of a business.</p> <p>Cloud computing services can be essential for the day-to-day operation of many businesses. For example, businesses may rely on cloud computing services for data storage, computing power, and software applications.</p> <p>Therefore, it is possible that cloud computing contracts may be covered by the CIGA moratorium. This would mean that a supplier of cloud computing services could not terminate their contract with a company that has just gone into administration based on an ipso facto termination clause.</p>

Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
			<p>1 mark for citation). The case citation does not seem to exist; and its unlikely the case would be on point anyway. The EU Directive is to do with late payments, so unhelpful (and not really relevant either) and UCTA isn't really on point either. Reads clearly enough. But overall the answer is wrong and unhelpful.)</p>	<p><b>**Conclusion**</b></p> <p>Whether or not a supplier of cloud computing services can terminate their agreement with a company that has just gone into administration based on an ipso facto termination clause will depend on the specific terms of the contract and the applicable law.</p> <p>If you are unsure about the enforceability of an ipso facto termination clause in a cloud computing contract, you should seek legal advice.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 1 (5 marks)</p> <p>Citations: 1 (3 marks)</p> <p>Clarity: 2 (2 marks)</p> <p><b>Total: 4</b></p> <p>(Answer is wrong (see previous), but it is at least fishing in some of the right sort of waters by referring to changes introduced by CIGA – although it doesn't accurately identify those changes (s233B). The discussion of the moratorium is not on point. It cites CIGA 2020 correctly. It refers to a 1 December 2020 date but that is not relevant. It is a slightly better answer than the previous two but is still wrong.)</p>
47	Can an English public subsidiary give financial assistance to support the acquisition of shares in its English private holding company?	<p><b>ANSWER</b></p> <p>Yes, an English public subsidiary can give financial assistance to support the acquisition of shares in its English private holding company, subject to certain conditions. This is provided for under section 678 of the Companies Act 2006. In particular, the public subsidiary must be able to demonstrate that the financial assistance is provided in good faith for the benefit of the company as a whole, and that it is not intended to confer a benefit on any particular person. The public subsidiary must also ensure that the financial assistance does not cause the company to become insolvent. In addition, the company must ensure that the financial assistance is approved by a special resolution of the shareholders. Relevant case law includes Re Westbourne Galleries Ltd [1973] Ch. 386.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 0 (5 marks)</p> <p>Citations: 0 (3 marks)</p> <p>Clarity: 2 (2 marks)</p> <p><b>Total: 2</b></p> <p>(Answer says 'yes' it can, but correct answer is that generally 'no' it can't, subject to a couple of exceptions to the general prohibition. The 'conditions' it lists are incorrect and not based on the statutory provisions (whether in CA 2006 or the old 1985 regime, so not sure where it's sourcing them from). Section 678 is incorrect – it's 679 for this scenario. There's a Westbourne Galleries case about minority shareholders, but this does not relate</p>	<p><b>ANSWER</b></p> <p>Under English law, an English public subsidiary can give financial assistance to support the acquisition of shares in its English private holding company. This is because the Companies Act 2006 allows for such transactions, provided that certain conditions are met. In particular, section 677 of the Companies Act 2006 states that a public company may give financial assistance for the purpose of or in connection with the acquisition of its own shares by any person if it complies with certain requirements. These requirements include obtaining approval from shareholders and ensuring that any transaction is not unfairly prejudicial to other members or creditors.</p> <p>Additionally, there are some restrictions on providing financial assistance which must be taken into account (e.g., section 678 of the Companies Act 2006). Furthermore, if a public company provides financial assistance for this purpose then it must comply with other relevant legislation (e.g., disclosure obligations under FSMA 2000).</p> <p>References: Companies Act 2006 s 677-678 FSMA 2000</p>	<p><b>ANSWER</b></p> <p>No, an English public subsidiary cannot give financial assistance to support the acquisition of shares in its English private holding company.</p> <p>This is prohibited by section 678 of the Companies Act 2006, which states that:</p> <p>&gt; "(1) A public company shall not give financial assistance directly or indirectly for the purpose of acquiring shares in itself or its holding company, or in any subsidiary of itself or its holding company."</p> <p>The prohibition on financial assistance applies to all forms of financial assistance, including loans, guarantees, and the provision of security.</p> <p>There is a narrow exception to this prohibition for financial assistance that is given for the purpose of an employee share scheme. However, this exception does not apply to financial assistance that is given to support the acquisition of shares in a private holding company.</p> <p>The rationale for the prohibition on financial assistance is to protect the interests of creditors and shareholders of the public company. Financial assistance can increase the risk of insolvency for the public company, and it can also prejudice the interests of minority shareholders.</p> <p>If an English public subsidiary gives financial assistance to support the acquisition of shares in its English private holding company, it is a criminal offence. The directors of the public company may also be personally liable for any losses that are incurred by the company as a result of the financial assistance.</p> <p><b>**Conclusion**</b></p>

Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
		<p>to financial assistance. Citation is completely made up it seems – isn't even the citation for the irrelevant case. Good readability though.)</p>	<p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 0 (5 marks)</p> <p>Citations: 1 (3 marks)</p> <p>Clarity: 2 (2 marks)</p> <p><b>Total: 3</b></p> <p>(Answer is incorrect in saying it is permitted. References s677 which relates to a completely different scenario to what the question was asking about. Again, conditions are incorrect and not based on statutory provisions. Section 678 is incorrect – it's 679 for this scenario. FSMA bits are irrelevant to answering question, and seem to be wrong anyway.)</p>	<p>An English public subsidiary cannot give financial assistance to support the acquisition of shares in its English private holding company. This is prohibited by section 678 of the Companies Act 2006.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 2 (5 marks)</p> <p>Citations: 1 (3 marks)</p> <p>Clarity: 2 (2 marks)</p> <p><b>Total: 5</b></p> <p>(Answer and conclusion is correct, but reasoning and statutory basis is incorrect. Quotes wrong section (consistent with GPTs), but the quoted text is entirely made up! Odd to call out employee share scheme exception, and it is incorrect to say that the exception doesn't apply to the scenario in the question – it does apply. It is correct in saying it's a criminal offence and raising potential personal liability, and this is helpful colour which the other answers omitted.)</p>
48	Does a foreign company need a UK COMI for the English court to take jurisdiction to open insolvency proceedings?	<p><b>ANSWER</b></p> <p>Yes, a foreign company needs a UK COMI (Centre of Main Interests) for the English court to take jurisdiction to open insolvency proceedings. This is in accordance with Regulation (EU) 2015/848 on Insolvency Proceedings (the "Insolvency Regulation"), which provides that the courts of the Member State in which the debtor has its COMI shall have jurisdiction to open insolvency proceedings. In addition, the Insolvency (England and Wales) Rules 2016, SI 2016/1024, r.2.2(1) states that the court may open insolvency proceedings only if the debtor has its COMI in England and Wales.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 0 (5 marks)</p> <p>Citations: 1 (3 marks)</p> <p>Clarity: 1 (2 marks)</p> <p><b>Total: 2</b></p> <p>(Incorrect answer as it focusses on the EU Insolvency Regulation (correctly cited though) which no longer regulates UK insolvency jurisdiction. The answer would need to consider the specific definition for "company" for each UK insolvency process, and then consider how the EU Insolvency Regulation was on-shored (such that UK COMI is an additional ground for taking jurisdiction to assist with recognition). Rules correctly cited, but Rule 2.2 does not say that.)</p>	<p><b>ANSWER</b></p> <p>Under English law, a foreign company does not need a UK COMI (Centre of Main Interests) for the English court to take jurisdiction to open insolvency proceedings. This is because the Insolvency Act 1986 allows for the English court to take jurisdiction over foreign companies in certain circumstances. In particular, section 426 of the Insolvency Act 1986 states that if a company has assets or operations in England and Wales then it can be subject to insolvency proceedings in England and Wales. Additionally, under section 426A of the Insolvency Act 1986, if an overseas company has any creditors domiciled in England and Wales then it can also be subject to insolvency proceedings here.</p> <p>However, even if these conditions are met then there may still be other requirements which must be satisfied before an overseas company can be placed into administration or liquidation (e.g., obtaining permission from another court). Furthermore, there are some restrictions on taking action against foreign companies which must also be taken into account (e.g., public policy considerations).</p> <p>References: Insolvency Act 1986 s 426-426A</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 0.5 (5 marks)</p>	<p><b>ANSWER</b></p> <p>No, a foreign company does not need a UK COMI (centre of main interests) for the English court to take jurisdiction to open insolvency proceedings. The English court can take jurisdiction to open insolvency proceedings against a foreign company if the company has an establishment in the UK.</p> <p>An establishment is a place of business where the foreign company carries on business on a regular basis through a permanent representation. This could include a branch, office, or agency.</p> <p>If a foreign company has an establishment in the UK, the English court can open insolvency proceedings against the company even if the company's COMI is located in another country.</p> <p>The English court will also have jurisdiction to open insolvency proceedings against a foreign company if the company has assets in the UK. However, this jurisdiction is discretionary and the court will only exercise it if it is in the interests of the company's creditors.</p> <p><b>**Relevant statute:**</b></p> <p>* Cross-Border Insolvency Regulations 2006 (as amended)</p> <p><b>**Case law:**</b></p> <p>* Re Eurofood IFSC Ltd [2013] Ch D 1055</p> <p>In this case, the English court held that it had jurisdiction to open insolvency proceedings against an Irish company, even though the company's COMI was located in Ireland. The company had an establishment in the UK in the form of a branch office.</p> <p><b>**Conclusion**</b></p> <p>A foreign company does not need a UK COMI for the English court to take jurisdiction to open insolvency proceedings. The English court can take jurisdiction to open insolvency proceedings against</p>



Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
			<p><i>Citations: 0 (3 marks)</i>  <i>Clarity: 2 (2 marks)</i>  <b>Total: 2.5</b></p> <p><i>(The general answer is correct (no need for UK COMI), so marginally better than GPT 3. But the answer is not convincing as the reasoning given is wrong and incomplete. Section 426 is not on point, nor is s426A. No consideration of "company" definition specifics for the various (or any) UK insolvency procedures. Final paragraph is vague. Not overly helpful.)</i></p>	<p>a foreign company if the company has an establishment in the UK or if the company has assets in the UK.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance: 0.5 (5 marks)</i>  <i>Citations: 0 (3 marks)</i>  <i>Clarity: 2 (2 marks)</i>  <b>Total: 2.5</b></p> <p><i>(As for GPT 4. In addition, the citation of Eurofood is incorrect (it was an ECJ decision). The focus on establishment is misleading. CBIR 2006 reference not on point.)</i></p>
49	<p>A fixed charge has been taken over shares in an English private limited company, which constitutes a financial collateral arrangement. What methods of enforcing security, other than selling the shares, are available to the collateral-taker, and what practical steps are required to effect that enforcement? Detail any risks to the collateral-taker.</p>	<p><b>ANSWER</b></p> <p>Under English law, the primary method of enforcing a fixed charge over shares in an English private limited company is to appoint a receiver. This is done by the collateral-taker making an application to the court for an order appointing a receiver. The court will then appoint a receiver, who will take control of the shares and exercise the rights attached to them, including the right to vote at meetings and receive dividends.</p> <p>The practical steps required to effect this enforcement are as follows:</p> <p># The collateral-taker must first serve a statutory demand on the company, giving it 14 days to pay the debt or enter into a repayment agreement.</p> <p># If the company fails to comply with the statutory demand, the collateral-taker must then make an application to the court for an order appointing a receiver.</p> <p># The court will then appoint a receiver, who will take control of the shares and exercise the rights attached to them.</p> <p>There are risks to the collateral-taker in enforcing security in this way. For example, the receiver may not be able to recover the full amount of the debt, and the collateral-taker may be liable for any costs incurred by the receiver in exercising their powers. Additionally, the receiver may not be able to recover the debt in a timely manner, which could result in the debt becoming statute-barred.</p> <p>Relevant statutes, regulations, guidance and case law:</p> <p>Statutes:</p> <p>- Companies Act 2006</p> <p>Regulations:</p>	<p><b>ANSWER</b></p> <p>Under English law, a fixed charge taken over shares in an English private limited company constitutes a financial collateral arrangement. This means that the collateral-taker has certain rights and remedies available to them for enforcing security over the shares. In particular, they can take steps to realise their security by appointing an administrative receiver or taking possession of the shares (e.g., under section 859A of the Companies Act 2006). Additionally, they may be able to enforce their security through other methods such as freezing orders or obtaining interim injunctions (e.g., under Part 25 of the Civil Procedure Rules 1998).</p> <p>In order to effect enforcement, it is necessary for the collateral-taker to serve notice on any relevant parties (e.g., shareholders) and comply with any other applicable requirements (e.g., obtaining permission from another court). There are also some risks associated with taking such action which must be taken into account (e.g., potential liability for wrongful trading or breach of fiduciary duty).</p> <p>References: Companies Act 2006 s 859A Civil Procedure Rules 1998 Part 25</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p><i>Substance: 0 (5 marks)</i>  <i>Citations: 1 (3 marks)</i>  <i>Clarity: 2 (2 marks)</i>  <b>Total: 3</b></p>	<p><b>ANSWER</b></p> <p>In addition to selling the shares, a collateral-taker has the following methods of enforcing security over shares in an English private limited company, which constitutes a financial collateral arrangement:</p> <p>* **Appointment of a receiver:** The collateral-taker can appoint a receiver to take control of the shares and manage them for the benefit of the collateral-taker. The receiver will have the power to sell the shares, but they may also be able to take other steps to enforce the security, such as appointing directors to the company or disposing of the company's assets.</p> <p>* **Foreclosure:** The collateral-taker can foreclose on the shares, which means that they will take ownership of the shares. The collateral-taker will then be able to sell the shares or manage them as they see fit.</p> <p>The practical steps required to effect enforcement of the security will vary depending on the specific method of enforcement that is chosen. However, some general steps include:</p> <p>* **Serving a notice of demand on the chargor:** The collateral-taker must serve a notice of demand on the chargor, setting out the amount of the debt that is owed and requiring the chargor to repay the debt within a specified period of time.</p> <p>* **Taking possession of the share certificates:** If the collateral-taker has not already taken possession of the share certificates, they will need to do so. This can be done by requesting the share certificates from the chargor or by obtaining a court order to seize the share certificates.</p> <p>* **Transferring the shares:** If the collateral-taker has appointed a receiver, the receiver will transfer the shares to the collateral-taker's name. If the collateral-taker is foreclosing on the shares, the collateral-taker will transfer the shares to their own name.</p> <p><b>**Risks to the collateral-taker**</b></p> <p>There are a number of risks to the collateral-taker when enforcing security over shares. These risks include:</p> <p>* **The value of the shares may decline:** If the value of the shares declines, the collateral-taker may not be able to recover the full amount of the debt that is owed.</p> <p>* **The company may be insolvent:** If the company is insolvent, the collateral-taker may not be able to recover the full amount of the debt that is owed, even if they sell the shares.</p>

Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
		<p>- Financial Collateral Arrangements (No. 2) Regulations 2003</p> <p>Guidance:</p> <p>- The Insolvency Service's 'Receivership: An Introduction'</p> <p>Case Law:</p> <p>- Re J.H. Edwards (Leather) Ltd [1986] BCLC 543</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 1 (5 marks)</p> <p>Citations: 0 (3 marks)</p> <p>Clarity: 2 (2 marks)</p> <p><b>Total: 3</b></p> <p>(Correct to reference appointing a receiver as an enforcement method, but everything else including the 'practical steps' it details are incorrect and wrong as a matter of law. Also wrong (in practice) re being liable for costs, and point re debt becoming statute-barred. Correct to call out FCA Regs, but don't form part of the answer – I was hoping it would refer to the right of appropriation under those Regs, but it failed to. Citation is completely made up – no such case, or citation. Good readability.)</p>	<p>(States positions which are either wholly incorrect, or which are stated in absolute terms but which are far more nuanced / subject to exceptions etc. References statutory provisions which are irrelevant to the question. Omits to mention appropriation which is the key point the Q was seeking. Fails to mention FCA Regs, which is the key legislation. Good readability.)</p>	<p>* **The company's management may resist enforcement:** The company's management may try to prevent the collateral-taker from enforcing their security. This could involve taking steps to make the company less valuable or to make it more difficult for the collateral-taker to sell the shares.</p> <p>**Conclusion**</p> <p>There are a number of methods that a collateral-taker can use to enforce security over shares in an English private limited company. However, there are also a number of risks that the collateral-taker should be aware of before enforcing their security.</p> <p>If you are unsure about the best way to enforce security over shares, you should seek legal advice.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 3.5 (5 marks)</p> <p>Citations: 2 (3 marks)</p> <p>Clarity: 2 (2 marks)</p> <p><b>Total: 7.5</b></p> <p>(Largely correct in what it says, but various incorrect statements, or points which are misleading through their omission of key information/background/analysis. Omits to mention appropriation which is the key point the Q was seeking, as well as equitable relief from that. Fails to mention FCA Regs, which is the key legislation. Good readability, and best answer by far – but fails to meet expectations of a 2yr PQE and gives a vacuous answer summary.)</p>
50	A security financial collateral arrangement will be granted in favour of a lender, together with a right of reuse in relation to the underlying share collateral. What obligations apply to the lender when taking or exercising that right of reuse?	<p><b>ANSWER</b></p> <p>Under English law, the lender must comply with the Financial Collateral Arrangements (No. 2) Regulations 2003 (FCAR) when taking or exercising the right of reuse. In particular, Regulation 11 of the FCAR requires the lender to take reasonable steps to ensure that the value of the collateral is not significantly diminished as a result of the reuse. The lender must also comply with the Financial Services and Markets Act 2000 (FSMA) and any applicable rules or regulations made under it. The lender must also comply with any other applicable statutory requirements or regulations, such as the Consumer Credit Act 1974. Finally, the lender must comply with any relevant case law, such as the decision in The Financial Services Authority v. Lomax (2009) EWHC 2118 (Ch).</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 0 (5 marks)</p> <p>Citations: 0 (3 marks)</p> <p>Clarity: 2 (2 marks)</p> <p><b>Total: 2</b></p> <p>(Poor answer – doesn't detail the requirements under the FCAR. Makes up law, and quotes incorrectly what Reg</p>	<p><b>ANSWER</b></p> <p>Under English law, a lender taking or exercising a right of reuse in relation to underlying share collateral must comply with certain obligations. In particular, the Financial Collateral Arrangements (No. 2) Regulations 2003 provide that any such reuse must be done in accordance with the terms of the security financial collateral arrangement and any applicable laws or regulations. Additionally, it is necessary for the lender to ensure that they do not act in breach of any fiduciary duties owed to other parties (e.g., shareholders).</p> <p>Furthermore, if the security financial collateral arrangement is subject to European Union law then there may be additional requirements which must be taken into account (e.g., Article 7(1) of Directive 2002/47/EC). The lender should also ensure that they comply with any disclosure obligations under FSMA 2000 and take steps to protect their own interests (e.g., by obtaining legal advice).</p>	<p><b>ANSWER</b></p> <p>The obligations that apply to a lender when taking or exercising a right of reuse in relation to underlying share collateral under a security financial collateral arrangement (SFCA) are set out in the Financial Collateral Arrangements (No.2) Regulations 2003 (FCAR).</p> <p>**Obligations when taking collateral**</p> <p>Regulation 16(5) FCAR requires the lender to take possession or control of the share collateral before exercising any rights in respect of it. This can be done by:</p> <p>* Obtaining physical possession of the share certificates; or</p> <p>* Obtaining a legal or equitable interest in the shares, such as a charge or pledge.</p> <p>**Obligations when exercising the right of reuse**</p> <p>Regulation 16(6) FCAR requires the lender to replace the share collateral with equivalent share collateral if they exercise their right of reuse. The equivalent share collateral must be of the same type, amount, and quality as the original share collateral.</p> <p>If the lender is unable to replace the share collateral with equivalent share collateral, they must set off the value of the original share collateral against the relevant financial obligations in accordance with the terms of the SFCA.</p>

Question		Answer: GPT 3 (davinci-003)	Answer: GPT 4	Answer: Google Bard
		<p>11 provides for. Brings up irrelevant points relating to FSMA and CCA. Omits to mention requirements under the separate legislation SFTR (risk warnings). Completely invents case name and citation.)</p>	<p>References: Financial Collateral Arrangements (No. 2) Regulations 2003 FSMA 2000 Directive 2002/47/EC Article 7(1)</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 1 (5 marks) Citations: 2 (3 marks) Clarity: 2 (2 marks) <b>Total: 5</b></p> <p>(Poor answer – doesn’t detail the requirements under the FCAR Makes up law. Starts discussing situation ‘if subject to EU law’, which overlooks the fact this is irrelevant now. Incorrectly cites provisions of FCAR and refers to FSMA which is not relevant. Omits to mention requirements under the separate legislation SFTR (risk warnings.)</p>	<p><b>**Other obligations**</b></p> <p>In addition to the specific obligations set out in the FCAR, the lender also has a general duty to act in good faith and with reasonable care when taking or exercising their right of reuse. This means that the lender should take all reasonable steps to ensure that the value of the share collateral is not diminished and that the borrower's interests are protected.</p> <p><b>**Case law**</b></p> <p>The case law on the obligations of lenders when taking or exercising a right of reuse under an SFCA is still developing. However, there have been a few cases that have considered these issues.</p> <p>In the case of <b>**Enka Insaat ve Sanayi AS v OOO Insurance Company Chubb [2020] UKSC 38**</b>, the Supreme Court held that the lender's obligation to replace the share collateral with equivalent share collateral is a strict obligation. This means that the lender is not excused from this obligation even if they are unable to replace the share collateral due to circumstances beyond their control.</p> <p><b>**Conclusion**</b></p> <p>Lenders have a number of obligations when taking or exercising a right of reuse in relation to underlying share collateral under an SFCA. These obligations are set out in the FCAR and include the obligation to take possession or control of the share collateral before exercising any rights in respect of it, and the obligation to replace the share collateral with equivalent share collateral if the lender exercises their right of reuse.</p> <p>Lenders also have a general duty to act in good faith and with reasonable care when taking or exercising their right of reuse. This means that the lender should take all reasonable steps to ensure that the value of the share collateral is not diminished and that the borrower's interests are protected.</p> <p>-----</p> <p><b>ASSESSMENT</b></p> <p>Substance: 2 (5 marks) Citations: 1 (3 marks) Clarity: 2 (2 marks) <b>Total: 5</b></p> <p>(Best answer of the three, in that it mentions some of the requirements set out in the relevant provision of the FCRs, but troublesome that it states numerous incorrect points and misstates the law, and omits plenty like the other two answers do. Bad that it quotes a case that’s not on point (nothing to do with FCAs), and incorrectly references statutory provisions.)</p>

## Annex C – Sample of answers from GPT2

Question		Answer: GPT2 (davinci-002)
1	<p>Explain what the problem is with the clause below:</p> <p>"Each Group Company of the Customer may enforce and rely on this Agreement to the same extent as if it were a Party. No other person who is not party to the Agreement has a right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement"</p>	<p><b>ANSWER</b></p> <p>© BrainMass Inc. brainmass.com October 16, 2018, 4:50 pm ad1c9bddd - <a href="https://brainmass.com/law/contracts-and-agreements/breach-of-contract-english-law-101881">https://brainmass.com/law/contracts-and-agreements/breach-of-contract-english-law-101881</a></p> <p>Solution Preview</p> <p>1(a) In effect the employer will be overcharging for the labour. Yes, every free labour is arbitrable provided the parties make it explicit in their contracts. Relevant case law is: "The law will support arbitration on behalf of an individual (or partners) if the parties have agreed status in advance of, or during, the relevant employment. The pension work is thus not covered by clause 2A at all, and the arbitrator could not use it to support a jurisdiction over the dispute" [from paragraph: 68 in the case of Yusuf v OIA insurance pvt. Ltd].. So indirectly the first employer is directly involved in overcharging because it agreed that 15 employees will be ar</p>
6	<p>Can a pile of bricks be protected by copyright?</p>	<p>CiteCase Author(s): Alex Lingard</p> <p>You are an experienced English lawyer. None of your colleagues have experience in computer law but they occasionally advise your client, A's a technical marketing company. A's instruct you to act for A's in its negotiations with B, the software developer.</p> <p>B is to develop software packages for sale in the UK on the internet. Both parties agree the development work is subject to a completed and signed contract, made between A's principal and B's principal.</p> <p>This is the proposed clause:</p> <p>The number of copies of the Software to be supplied is determined by the following sequence of events falling after the date when the Contract has been properly and lawfully made between the parties:</p> <p>(a) If the Software is in source code, B shall make the Software in relevant source code form available to A to copy. The copy in source form is a 'source protected copy'. It is highly sensitive and should only be used on an 'as-applied basis'.</p> <p>(b) If the Software is supplied in object form, B shall make an exact, unmodified 'object protected copy' of the Software so that it can be copied.</p> <p>(c) The client for the use of the object and source protected copies of the Software is agreed separately between B and A (or their client).</p> <p>(d) Subject to the provisions of section 178 of the Copyright, Designs and Patents Act (the Act) only the copy made in object form as provided under section 176 of the Act may be supplied (or otherwise made available for use by a third party) for the use of the</p>



Question	Answer: GPT2 (davinci-002)
	<p>'object protected copy' of the Software. Variations may only be made to the 'object protected copy' by B to the extent that it materially alters the 'object protected copy' and B's right extends only to making such alterations and making any changes necessary to adapt the 'object protected copy' for use (if any) to be made by A's client.</p> <p>(e) Only the client organizations for the use of the object and source copy of the Software may make the 'source protected copies'. Variations may be made to a 'source protected copy' by the client organization only to the extent necessary to adapt the 'source protected copy' or for use in connection with modifications added by A to the 'object protected copy'; but B's continuing ability to make and maintain its 'object protected copy' is not to be impaired or delayed by the any action taken by the client and relevant source code must be supplied at any later date.</p> <p>The proposed contract shall contain</p>
11	<p>Consider a UK company which owns 99% of the interests in a UK LLP. Can UK land be transferred free from SDLT between the UK company and the UK LLP? Would your answer be different if the UK LLP owned 99% of the shares in the UK company?</p> <p>The University of Del</p> <p>t</p> <p>very clearly says they should be short, concise answers. 8,000 words is very significantly not a short or concise answer.</p> <ul style="list-style-type: none"> <li>- If you made a compelling argument that the student was in a situation such as the following: they gave somewhere at the level they got (eg. 7.6), and wanted you to be able to confirm that they'd got it at that level so they could submit it, I suspect the University would agree. They wouldn't accept an indicative mark that was wrongly labelled as indicative (eg Oh, it's a bit over, so I gave 8.0, and only the wrong indicative marker is listed. It would be different if it was a higher mark being wrongfully labeled and submitted.), however a lower mark that the student agreed with, but felt should have been higher due to understandable mistakes on my part could be permitted.</li> <li>- Trying to work out an indicative mark has to be careful, of course, because although there are some pretty stupid questions out there, quite a few of them recognisably are about a topic that is likely to be on the exam. Raise LM150 and IM/DM 1</li> <li>- There is a scenario from last year, towards the end of Spring timetable, where the answer booklet the marker gave me was almost entirely blank. Obviously I didn't write all over the front cover, because I didn't write the front cover. I gave the student an IM, they sorted it out.</li> </ul> <p>There may be a few more here, but these are things I distinctly remember from this year.</p> <p>So in conclusion, you might find that the autonomy committee will give the University a pretty middle of the road mark, but at the end of the day the University will look at what they decide to do, and overturn them if they really feel like it.</p> <p>The University of Dublin</p>

Question		Answer: GPT2 (davinci-002)
		<p>Because my deadline section is quite short, I've also decided to write a bit of an ending where I put to bed some incorrect information spread about the City of Dublin last year- although by that time, we were over half way through the year meaning a lot of people were factually incorrect due to rumours spread before they were confirmed.</p> <p>Well, since you've been wondering about pairs, we at the Adams Down Below since may can choose pairs more or less on our own and especially since a little while after your time this year.</p> <p>in pretty much every event we're all lying about whether or not we're wearing any underwear, and pants don't count (well, they do</p>
16	Describe the situations in which a criminal offence might be committed under the Data Protection Act 2018?	<p>Were there two of them? What could the other assailant have done? (consider the culprit's behaviour from a fair and just person's point of view after they had caused considerable property damage). Could their bluff have been more subtle?</p> <p>Another ambiguous one: "Are there other problems or issues arising from the decision in Homendra Mathur?" (Reading a book called Designed Experience, until I could no longer concentrate anymore - hopefully the final exam in International Trade Law will be more than just a take-home paper, grading yourself with the answers the faculty online)</p> <p>A few thousands on points</p> <p>Submitted by Anonymous (not veri... on April 7, 2018 - 2:50pm</p> <p>Was with a few thousand bucks about securities regulation, long against time. Trying to read law (altho ironically have to get participate actively): a brief case and petitionResearch for craps and produce an appeal brief and a petition for writ of certiorari!Some retards raving about why that ain't gonna work. Whether covered transaction or repeatedly, ain't no keeping up anymore. Starting to doubt I can meet the threshold for transfer to computer science major. Wouldn't rule out transferring to history. It's not like I don't have any specifics.One dated US police raid case from the 19th cen US. A meaningless police surveillance case from UK, as if hoping for an alibi against the consequences of your actions.Just a mere underperformance in the face of the evidence? A problem on promise you are sure that ain't gonna work?The latter is as broad as the former is to the contrary. Can submit eSalvo, applying proper legal principles. Towards the end of the exam, I wrote on a piece of paper "I love you god", and scratched out the words "and Satan" before submitting. Yes I have conditionally transferred to a theology major, although now I really feel pain after concluding I was ramped.Google [cci]Homendra Mathur[cci] with sets, the result says "Sites that will help you prepare for SATs". I set it to how likely the connection between the law and the various issues is and sorted by Google-specified importance. Clear wrong. Nobody at CIS understands that: appearance of failure.Have only two subjects left going into Sem 09: Trade and Computer Network Security. Can't keep up with the workload now, cannot get reasonable compensation under Sch Plu I'm reflecting on the application of legal principles 9 or 10 years before I graduate might</p>
21	Is obesity a health condition that is capable of satisfying the definition of a disability under	<p>1500 words</p> <p>Question 11.</p>

Question	Answer: GPT2 (davinci-002)
<p>section 6(1) of the Equality Act 2010?</p>	<p>D6 Menu and Market Strategies By 2007, Domino's had reached \$1 billion in annual sales. Rehman and his men had the problem of sustaining the momentum. The problem of retaining marketing efficient local managers and the lack of local champions to spread the Invisible Giants concept in Asia could not be solved easily. 2007 is around the corner and there is hardly any local champion of the franchise business now in the market.</p> <p>Domino's US and Japan had dominated the Domino's development. Although Italy, one of the struggling countries, had a Domino's store 15 years ago, it was shut down due to an array of problems. Perhaps Abo had sent Sadik back to Spain to save it. The recent trend is the worldwide network adopting new unit production formats like commissary, counter service, selfservice, and delivery only. For example, domino's entered the Indian market by adopting a delivery-store-facility model in Delhi and Bangalore. But they failed to administer with enough brawn to change the perception of youth when the concepts used competitive pricing. Domino's competed on price to be competitive in the local marketplace.</p> <p>Discussion Questions</p> <p>Give us your views on the approach Domino's China's Insights team took to help Abo Al-Brok manage the turnover of managers and the need for a local champion. What role do local champions play in the development of franchising in an emerging market such as China? In your opinion, would the Domino's company-owned strategy fail in China if the concepts used competitive pricing?</p> <p>Domino's has been established since 1960. Roger Huizinga, Rabaca Nuway bin Zul bar Khan, Dr. Razak Shaikh, and now Muhammad Rashid Khan, the four visionary men made Domino's what it is today. It is a pizzamaking company which has been providing high-quality pizzas, crunchy pastas, beverages, Cheese Wedges, onion rings, and chicken wings. In more than half a century, Domino's today is the world's leading brand in hot and delicious baked-goods. The unique recipe of our delicious pizzas is from the joining of the unique ingredients and careful mixing of essential spices. Trivia: Did you know that Domino's Pizza offers the best pizza home delivery in India as per the report of Best Pizzeria Survey, published by Times Food and Nightlife Guide in 2015?</p> <p>Domino's OPENAD does not make pizzas it delivers happiness</p> <p>Fast track</p>

## Annex D: Varying answers from GPT 4

*This demonstrates that GPT 4 can sometimes provide a different answer each time you input a question. Each question was input into GPT 4 on the same day, in an identical format.*

	Question	Answer 1	Answer 2	Answer 3
6	Can a pile of bricks be protected by copyright?	<b>Yes</b> , a pile of bricks can be protected by copyright. This is because copyright law in the UK protects original literary, dramatic, musical and artistic works (see Copyright, Designs and Patents Act 1988). Therefore, if a pile of bricks has been arranged in an original way then it may be protected by copyright as an artistic work. It should also be noted that the author of such a work must have made it with sufficient skill and labour for it to qualify for protection under the Act.	<b>No</b> , a pile of bricks cannot be protected by copyright under English law. Copyright protection is only available for original literary, dramatic, musical or artistic works (Copyright Designs and Patents Act 1988 s.1(1)). A pile of bricks does not fall within any of these categories and therefore would not be eligible for copyright protection.	<b>No</b> , a pile of bricks cannot be protected by copyright under English law. Copyright protection is only available for original literary, dramatic, musical or artistic works (Copyright Designs and Patents Act 1988 s.1(1)). A pile of bricks does not fall within any of these categories and therefore would not be eligible for copyright protection. Additionally, the courts have held that objects which are commonplace and lack any creative input are also excluded from copyright protection (e.g., Laddie J in Designers Guild Ltd v Russell Williams [2001] FSR 21).
8	I maintain a price index, calculated as a weighted average of the price of 20 consumer products chosen by me. I re-calculate the index value every day and publish it on my website. My website is freely available to the public. It has come to my attention that one of my competitors is copying my index and publishing it on its own website. Is my competitor infringing my intellectual property rights?	<b>Yes</b> , your competitor is likely infringing your intellectual property rights. Copyright in the UK is automatically granted to original works and protects the expression of ideas, not the ideas themselves. As such, your competitor's use of a substantially similar index to yours could constitute copyright infringement. Additionally, you may have a claim for passing off if it can be established that you have goodwill in your index and that its copying has	<b>No</b> , your competitor is not infringing your intellectual property rights. Under English law, the index you have created does not qualify for copyright protection because it is a mere list of facts and lacks the necessary originality required to be protected by copyright. Furthermore, under English law there is no legal concept of 'sui generis' database right which would protect the data you have collected and collated in order to create your index.	<b>No</b> , your competitor is not infringing your intellectual property rights. Under English law, copyright protection does not extend to facts or ideas; only the expression of those facts or ideas is protected. In this case, you have created a weighted average index of 20 consumer products which is a factual compilation and therefore does not attract copyright protection. However, if your competitor has copied the particular way in which you have



Question	Answer 1	Answer 2	Answer 3
		<p>caused confusion amongst consumers or has been detrimental to your reputation or goodwill. Relevant statutes include the Copyright Designs and Patents Act 1988 (CDPA) and relevant case law includes Erven Warnink BV v J Townend &amp; Sons (Hull) Ltd [1979] AC 731.</p>	<p>Therefore, as long as your competitor has not copied any of the text or other creative elements from your website in creating its own version of the index then it will not be infringing any intellectual property rights that you may have.</p> <p>References: Copyright Designs and Patents Act 1988 s3(1); Infopaq International A/S v Danske Dagblades Forening [2009] ECR I-6569; British Horseracing Board Ltd v William Hill Organisation Ltd [2005] EWCA Civ 390; Database Regulations 1997 SI 1997/3032</p> <p>expressed that index (e.g. by using the same format and layout), then they may be infringing your copyright in that expression (Copyright Designs and Patents Act 1988).</p> <p>In addition, if you can demonstrate that there has been sufficient effort put into creating the index such that it amounts to an original work (i.e., it exhibits "skill, labour and judgement" - Football Association Premier League Ltd v Panini UK Ltd [2001] EWCA Civ 645) then you may be able to argue for additional protection under the law of passing off (see Reckitt &amp; Colman Products Ltd v Borden Inc [1990] 1 WLR 491).</p>

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