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CAMBRIDGE
International Education

Cambridge International AS & A Level

LAW **9084/32**

Paper 3 Law of Contract **May/June 2026**

MARK SCHEME

Maximum Mark: 75

Published

This mark scheme contains the instructions and marking guidance that our examiners used to mark candidate responses for this component.

Before they start marking, examiners complete a standardisation process. They review a range of candidate responses and discuss the mark scheme in detail to agree which answers can and cannot be accepted. Examiners award marks where it is clear that candidate responses have met the requirements of the mark scheme. These requirements may vary between different components or different versions of the same component, depending on the exact requirements of the question and the candidate responses seen during the standardisation process.

Sometimes, our mark schemes may allow marks to be awarded to responses which contain elements that are factually incorrect or for content not covered by the syllabus. We do this in response to the demands of a specific question to support candidates and make sure that our assessments are fair. However, these allowances should not be used as a guide for teaching and learning.

We cannot discuss the mark scheme with schools, and we recommend that schools read the mark scheme together with the assessment material and the Principal Examiner Report for Teachers.

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General marking principles

All examiners must apply these marking principles when marking candidate responses.

1	Examiners must award marks for each response in line with: • the specific **content** defined in the mark scheme • the specific **skills** defined in the mark scheme or in the level descriptions • the **standard of response** required as exemplified by the standardisation scripts.
2	Examiners must award **whole marks** (not half marks, or other fractions).
3	Examiners must award marks **positively**. This means that: • marks are not deducted for errors or omissions • marks are awarded for correct/valid answers as defined in the mark scheme and also for **other valid answers** which go beyond the scope of the syllabus and mark scheme referring to your team leader as appropriate • the quality of spelling, punctuation and grammar are judged **only** when the mark scheme indicates that these features are **specifically assessed** in the question. However, the meaning of all responses must be unambiguous.
4	Examiners must **consistently** apply the requirements of the mark scheme and any rules for what to do when candidates have not followed instructions correctly.
5	Examiners must use the **full range of marks** defined in the mark scheme, unless limited by the quality of the candidate responses seen.
6	Examiners must award marks according to the mark scheme and **must not** award marks with grade thresholds or grade descriptions in mind.

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Social Sciences-Specific Marking Principles
(for point-based marking)

1 Components using point-based marking:

- Point marking is often used to reward knowledge, understanding and application of skills. We give credit where the candidate's answer shows relevant knowledge, understanding and application of skills in answering the question. We do not give credit where the answer shows confusion.

From this it follows that we:

a DO credit answers which are worded differently from the mark scheme if they clearly convey the same meaning (unless the mark scheme requires a specific term)
b DO credit alternative answers/examples which are not written in the mark scheme if they are correct
c DO credit answers where candidates give more than one correct answer in one prompt/numbered/scaffolded space where extended writing is required rather than list-type answers. For example, questions that require *n* reasons (e.g. State two reasons …).
d DO NOT credit answers simply for using a 'key term' unless that is all that is required. (Check for evidence it is understood and not used wrongly.)
e DO NOT credit answers which are obviously self-contradicting or trying to cover all possibilities
f DO NOT give further credit for what is effectively repetition of a correct point already credited unless the language itself is being tested. This applies equally to 'mirror statements' (i.e. polluted/not polluted).
g DO NOT require spellings to be correct, unless this is part of the test. However spellings of syllabus terms must allow for clear and unambiguous separation from other syllabus terms with which they may be confused (e.g. corrasion/corrosion)

2 Presentation of mark scheme:

- Slashes (/) or the word 'or' separate alternative ways of making the same point.
- Semi colons (;) bullet points (•) or figures in brackets (1) separate different points.
- Content in the answer column in brackets is for examiner information/context to clarify the marking but is not required to earn the mark (except Accounting syllabuses where they indicate negative numbers).

3 Calculation questions:

- The mark scheme will show the steps in the most likely correct method(s), the mark for each step, the correct answer(s) and the mark for each answer
- If working/explanation is considered essential for full credit, this will be indicated in the question paper and in the mark scheme. In all other instances, the correct answer to a calculation should be given full credit, even if no supporting working is shown.
- Where the candidate uses a valid method which is not covered by the mark scheme, award equivalent marks for reaching equivalent stages.
- Where an answer makes use of a candidate's own incorrect figure from previous working, the 'own figure rule' applies: full marks will be given if a correct and complete method is used. Further guidance will be included in the mark scheme where necessary and any exceptions to this general principle will be noted.

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4 Annotation:

- For point marking, ticks can be used to indicate correct answers and crosses can be used to indicate wrong answers. There is no direct relationship between ticks and marks. Ticks have no defined meaning for levels of response marking.
- For levels of response marking, the level awarded should be annotated on the script.
- Other annotations will be used by examiners as agreed during standardisation, and the meaning will be understood by all examiners who marked that paper.

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Annotations guidance for centres

Examiners use a system of annotations as a shorthand for communicating their marking decisions to one another. Examiners are trained during the standardisation process on how and when to use annotations. The purpose of annotations is to inform the standardisation and monitoring processes and guide the supervising examiners when they are checking the work of examiners within their team. The meaning of annotations and how they are used is specific to each component and is understood by all examiners who mark the component.

We publish annotations in our mark schemes to help centres understand the annotations they may see on copies of scripts. Note that there may not be a direct correlation between the number of annotations on a script and the mark awarded. Similarly, the use of an annotation may not be an indication of the quality of the response.

The annotations listed below were available to examiners marking this component in this series.

Annotations

Annotation	Meaning
	Unclear
	Accurate
	Benefit of the doubt
	Subordinate clause / consequential error
	Incorrect point
	Evaluation
	Dynamic, Horizontal Wavy line that can be expanded
Highlighter	Highlight
	Two statements are linked
	Not answered question
Off page comment	Off Page Comment
	Repeat
	Indicates that the point has been noted, but no credit has been given.
	Indicates that the point has been noted, but no credit has been given
	Correct point
	Dynamic, Vertical Wavy line that can be expanded

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Guidance on using levels-based mark schemes

Marking of work should be positive, rewarding achievement where possible, but clearly differentiating across the whole range of marks, where appropriate.

The marker should look at the work and then make a judgement about which level statement is the best fit. In practice, work does not always match one level statement precisely so a judgement may need to be made between two or more level statements.

Once a best-fit level statement has been identified, use the following guidance to decide on a specific mark:

- If the candidate's work **convincingly** meets the level statement, award the highest mark.
- If the candidate's work **adequately** meets the level statement, award the most appropriate mark in the middle of the range (where middle marks are available).
- If the candidate's work **just** meets the level statement, award the lowest mark.

Assessment objectives

AO1 Knowledge and understanding

- Demonstrate knowledge and understanding of legal concepts, principles and rules.
- Use statutes, cases, examples and legal terminology.

AO2 Analysis and application

- Analyse legal concepts, principles and rules.
- Apply legal concepts, principles and rules.

AO3 Evaluation

- Evaluate legal concepts, principles and rules.
- Communicate legal argument coherently on the basis of evidence.

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Section A

Table A

Use this table to give marks for each candidate response for Question 1, and 2

Level	AO1 Knowledge and understanding 12 marks	AO2 Analysis and application 5 marks	AO3 Evaluation 8 marks
	Description	**Description**	**Description**
4	**10–12 marks** Accurate and detailed in most relevant areas. Thorough knowledge and understanding of the most appropriate legal concepts, principles and rules, key examples, cases and/or statutory authority, and legal terminology.		
3	**7–9 marks** Mostly accurate but may not be detailed in some relevant areas. Good knowledge and understanding of appropriate legal concepts, principles and rules, examples, cases and/or statutory authority, and legal terminology.	**4–5 marks** Mostly focused and reasoned analysis throughout. The analysis is supported by effective and well-developed use of legal concepts, principles and rules, key examples, cases and/or statutory authority.	**6–8 marks** Mostly focused and reasoned evaluation of most of the relevant issues. Effectively supported by relevant material. Coherent argument
2	**4–6 marks** Some accuracy but lacks detail in relevant areas. Some knowledge and understanding of mostly appropriate legal concepts, principles and rules, examples, cases and/or statutory authority, and legal terminology	**2–3 marks** Some reasoned analysis. The analysis is supported by some partially developed use of legal concepts, principles and rules, examples, cases and/or statutory authority.	**3–5 marks** Some evaluation, reasoned at times, of some of the relevant issues. Supported by some relevant material. Some coherent argument.
1	**1–3 marks** Limited accuracy. Limited knowledge and understanding of legal concepts, principles and rules, examples, cases and/or statutory authority, and legal terminology.	**1 mark** Limited analysis. The analysis is supported by limited use or makes no use of legal concepts, principles and rules, examples, cases and/or statutory authority.	**1–2 marks** Limited evaluation of a relevant issue. Limited or no use of relevant material. Limited or no argument.

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Level	AO1 Knowledge and understanding 12 marks	AO2 Analysis and application 5 marks	AO3 Evaluation 8 marks
0	**0 marks** • No creditable content	**0 marks** • No creditable content	**0 marks** • No creditable content

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Question	Answer	Marks
1	**Advise Zac of his rights and any remedies he may be entitled to under the Consumer Rights Act 2015.** Use Table A to mark candidate responses to this question. AO1 out of 12 marks. AO2 out of 5 marks. AO3 out of 8 marks. **Indicative content:** Responses may include: **AO1 Knowledge and understanding** Consumer Rights Act 2015 states: • s.2(2) a trader is a person acting for purposes related to their trade, business, craft or profession. • s.2(3) a consumer is an individual acting wholly or mainly outside their trade, business, craft or profession. Goods supplied should: • s.9 goods to be of a satisfactory quality – goods should not be faulty or damaged when received • s.10 goods to be fit for particular purpose – The goods should be fit for the purpose they are supplied for, as well as any specific purpose you made known to the retailer before you agreed to buy the goods • s.11 every contract to supply goods by description is to be treated as including a term that the goods will match the description. • s.20 – the short-term right to reject • s.22 – reject within 30 days and a refund given within 14 days • s.23 – the right to repair or replacement (the trader must do this within a reasonable time and without significant inconvenience to the consumer) • s.24 – the right to a price reduction or the final right to reject Credit any other relevant point(s) **AO2 Analysis and application and AO3 Evaluation:** • XL Ltd is likely to be classified as a trader within the meaning of s.2(2) • Zac is likely to be classified as a consumer within the meaning of s.2(3) **Advertisement for the WhisperWhirl:** • The washing machine does not match the description given. This will be a breach of s.11. It is not quiet and makes a loud grinding noise during operation • The washing machine also breaches s.9 goods as it is not of a satisfactory quality. It appears to be faulty • Zac will be entitled to reject within 30 days and a refund given within 14 days (s.20/22) • Zac could request XL Ltd repair the noisy washing machine or replace it with a new one that meets his specific requirements (s.23)	**25**

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Question	Answer	Marks
1	• If repair or replacement is not feasible or successful, under s.24 Zac can request a price reduction, reflecting the diminished value of the faulty washing machine. **Recommendation of the salesperson:** • Zac explicitly informed the sales representative that he needed a washing machine to be capable of cleaning at a low temperature for his catering business. • The washing machine's failure to clean laundry properly means it is not fit for this particular purpose as required by s.10 • Zac has the right to reject the washing machine under s.20/s.22 • He would be entitled to a full refund because it does not meet the standards set out in s.22. Credit any other relevant point(s)	
	AO1	12
	AO2	5
	AO3	8

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9084/32 Mark Scheme June 2026

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Question	Answer	Marks
2	**Advise whether there is intention to create legal relations in the agreements between Eve and ABC and Eve and Felix.** Use Table A to mark candidate responses to this question. AO1 out of 12 marks. AO2 out of 5 marks. AO3 out of 8 marks. **Indicative content:** Responses may include: **AO1 Knowledge and understanding** The **presumptions** that apply in commercial contracts • That commercial contracts have a very strong rebuttable presumption that there is intention to create legal relations, *Esso v Commissioners of Customs and Excise, Carlill v Carbolic Smoke Ball Company* • How the presumptions can be **rebutted** in commercial cases • That the commercial presumption can be rebutted if clear words are used to show no legal intent *Jones v Vernon Pools, Confetti Records, Rose & Frank Co v JR Crompton & Bros Ltd* • That the commercial presumption may be rebutted where the words used are not clear enough to amount to a specific promise, *Kleinwort Benson v Malaysia Mining* • That a statement indicating no previous legal liability may be seen as merely explaining the offer, which is now being made, *Edwards v Skyways* • Court will address various factors including location, issue of 'gentleman's' agreement and informality/formality, *Blue v Ashley* • The **presumptions** that apply in domestic contracts: • That contracts made between family members have a rebuttable presumption that there is no intention to create legal relations, *Jones v Padavatton, Balfour v Balfour* • How the presumptions can be **rebutted** in domestic cases • That there will be legal intent if the parties have acted in reliance on the promise*, Parker v Clark, Simpkins v Pays* • That there will be legal intent where there is a commercial basis to the contract, *Albert v Motor Insurers' Bureau* Credit any other relevant point(s) **AO2 Analysis and application and AO3 Evaluation:** **Eve and ABC:** • This agreement is in a commercial context – two businesses • Intention to create legal relations will be presumed unless evidence to the contrary • Specific terms are discussed suggesting there is a mutual understanding of a binding agreement • No ambiguity or words used to suggest presumption rebutted – they shook hands and confirmed that they would work together	**25**

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Question	Answer	Marks
2	• Informal setting – casual lunch • Come to a reasoned conclusion **Eve and Felix:** • This agreement is in a family context – sister and brother • There will be a rebuttable presumption that there is no intention to create legal relations • Presumption can be rebutted with evidence to the contrary • The fact that this appears to be in a family agreement in a commercial context may be enough to rebut the presumption • Felix may be able to show that he acted in reliance which would be enough to rebut the presumption • Come to a reasoned conclusion Credit any other relevant point(s)	
	AO1	12
	AO2	5
	AO3	8

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Section B

Table B

Use this table to give marks for each candidate response for **Question 3**, **4** and **5**

Level	AO1 Knowledge and understanding 12 marks	AO2 Analysis and application 5 marks	AO3 Evaluation 8 marks
	Description	**Description**	**Description**
4	**10–12 marks** Accurate and detailed in most relevant areas. Thorough knowledge and understanding of the most appropriate legal concepts, principles and rules, key examples, cases and/or statutory authority, and legal terminology.		
3	**7–9 marks** Mostly accurate but may not be detailed in some relevant areas. Good knowledge and understanding of appropriate legal concepts, principles and rules, examples, cases and/or statutory authority, and legal terminology.	**4–5 marks** Mostly focused and reasoned analysis throughout. The analysis is supported by effective and well-developed use of legal concepts, principles and rules, key examples, cases and/or statutory authority.	**6–8 marks** Mostly focused and reasoned evaluation of most of the relevant issues. Effectively supported by relevant material. Coherent argument
2	**4–6 marks** Some accuracy but lacks detail in relevant areas. Some knowledge and understanding of mostly appropriate legal concepts, principles and rules, examples, cases and/or statutory authority, and legal terminology	**2–3 marks** Some reasoned analysis. The analysis is supported by some partially developed use of legal concepts, principles and rules, examples, cases and/or statutory authority.	**3–5 marks** Some evaluation, reasoned at times, of some of the relevant issues. Supported by some relevant material. Some coherent argument.
1	**1–3 marks** Limited accuracy. Limited knowledge and understanding of legal concepts, principles and rules, examples, cases and/or statutory authority, and legal terminology.	**1 mark** Limited analysis. The analysis is supported by limited use or makes no use of legal concepts, principles and rules, examples, cases and/or statutory authority.	**1–2 marks** Limited evaluation of a relevant issue. Limited or no use of relevant material. Limited or no argument.

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Level	AO1 Knowledge and understanding 12 marks	AO2 Analysis and application 5 marks	AO3 Evaluation 8 marks
	Description	**Description**	**Description**
0	**0 marks** • No creditable content	**0 marks** • No creditable content	**0 marks** • No creditable content

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Question	Answer	Marks
3	**The legal rules governing contracts with minors are fair to both parties involved.** **Assess the validity of the statement.** Use Table B to mark candidate responses to this question. AO1 out of 12 marks. AO2 out of 5 marks. AO3 out of 8 marks. **Indicative content:** Responses may include: **AO1 Knowledge and understanding** *Family Law Reform Act (1969)* – minor is under 18 • Contracts valid and enforceable against the minor: Contracts for necessaries; s3 Sale of Goods Act 1979, goods must be supplied and minor only obliged to pay a reasonable price, *Nash v Inman, Chapple v Cooper, Fawcett v Smethurst* Beneficial contracts of service; contract must be substantially beneficial to the minor, *De Francesco v Barnum, Doyle v White City Stadium, Clements v London and North Western Railway Co*, *Proform Sports Management Ltd v Proactive Sports Management* • Voidable contracts – contracts of continuous or recurring obligations e.g. leases, purchase of shares, partnerships, *Edwards v Carter, Steinberg v Scala, Corpe v Overton* • *Minors' Contract Act 1987* Minor may not be bound but other party will be If minor has already paid, they may be able to recover payment less any consideration gained At 18 a minor may confirm a contract s2(1) a guarantee can be enforced s3 equitable remedy of restitution. Credit any other relevant point(s) **AO2 Analysis and application and AO3 Evaluation:** • *The Family Law Reform Act* lowered the age of minority, allowing minors under 18 to enter contracts with adults, like employment or apprenticeship contracts • The main aim is to protect minors from agreements they might not understand or that could exploit them, while also ensuring contractual certainty for others • The rules also protect adults from unscrupulous minors and s.3 MCA lets them recover goods if a minor has been unjustly enriched • Rules on beneficial contracts of service let minors enter contracts for financial support, and if the contract benefits the minor, they are bound by it	**25**

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Question	Answer	Marks
3	• s.2 of the *Minors' Contracts Act 1987* deals with void and unenforceable contracts and lets minors use a guarantor to lease property, obtain a loan, ensuring the agreement can be enforced against the guarantor • Contracts for necessaries are binding, ensuring minors can get essential goods and services, but if the goods are not necessaries, the contract is unenforceable, leaving the other party with limited remedies, though restitution may be available • The definition of necessaries is unclear and depends on the minor's background, which seems unfair as the rule should be the same for everyone • The law balances interests by making voidable contracts valid, but minors can repudiate the contract while still a minor or shortly after turning 18, causing uncertainty for the other party. Minors may be liable for debts before repudiation and can recover money only if there is a complete failure of consideration. Credit any other relevant point(s)	
	AO1	12
	AO2	5
	AO3	8

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Question	Answer	Marks
4	**Discuss whether the rules on part-payment of a debt and the application of promissory estoppel strike a fair balance between the rights and obligations of the parties.** Use Table B to mark candidate responses to this question. AO1 out of 12 marks. AO2 out of 5 marks. AO3 out of 8 marks. **Indicative content:** Responses may include: **AO1 Knowledge and understanding** • Consideration is an essential element of a valid contract. It refers to something of value given or promised by one party in exchange for the promise of the other. *Currie v Misa, Dunlop v Selfridge* • Part-payment of a debt does not discharge the entire debt, *Pinnel's Case*, confirmed in *Foakes v Beer, Re Selectmove* • The part-payment does not apply in situations of duress/pressure, *D & C Builders Ltd v Rees* • Two exceptions: Accord and satisfaction Promissory Estoppel • Accord and satisfaction, when different consideration is offered, British *Russian Gazette v Associated Newspapers* • Promissory estoppel estops the claimant from going back on their promise. Essential elements include: Existing contractual relationship between the parties, *Combe v Combe* Promise to forgo strict rights, *China Pacific SA v Food Corp of India* There must be reliance on the promise, *Alan Co. Ltd V El Nasr & Import Co* Must be inequitable to enforce strict legal rights, *D & C Builders v Rees* Can only be used as a defence (shield not a sword), *Combe v Combe* suspends existing rights, does not extinguish future rights, *Tool Metal Manufacturing Co Ltd v Tungsten Electrical Co Ltd* Credit any other relevant point(s) **AO2 Analysis and application and AO3 Evaluation:** • The part-payment rule ensures debtors can't reduce their debt through partial payments without agreement or consideration • The part-payment rule allows creditors to claim the full amount owed, which helps maintain financial stability • The part-payment rule gives creditors legal certainty and protection against partial payments not meeting the full debt obligation • The part-payment rule can be unfair to debtors who can only make partial payments, causing hardship for those trying to meet their obligations	**25**

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Question	Answer	Marks
4	• Promissory estoppel addresses informal agreements and promises to prevent unfair outcomes • Promissory estoppel protects debtors by stopping creditors from breaking promises if debtors relied on them, promoting fairness/equity • The reliance requirement in promissory estoppel ensures protection for genuine cases, balancing both parties' interests but can sometimes prevent debtors from relying on promises • Both rules aim for fairness but may not fully address the complexities and hardships of debtors in financial distress. Credit any other relevant point(s)	
	AO1	12
	AO2	5
	AO3	8

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Question	Answer	Marks
5	**Assess the extent to which the legal rules that distinguish between terms and representations ensure fairness.** Use Table B to mark candidate responses to this question. AO1 out of 12 marks. AO2 out of 5 marks. AO3 out of 8 marks. **Indicative content:** Responses may include: **AO1 Knowledge and understanding** • Express terms are those agreed by the parties and can be made in writing or orally • A representation is a statement made during negotiations. A representation may induce a party to enter the contract but is not considered part of the contract. • Written terms are fairly straightforward as they are clearly set out • Oral terms need to be shown to be incorporated into the contract • Court will adopt an objective approach to the incorporation of express terms and ask 'what would reasonably be in the minds of the parties when they formed the contract' • Factors taken into account when addressing incorporation of oral express terms: The importance attached to the representation – the more importance is attached to the statement by either party then the more likely it is that it is a term, *Bannerman v White, Couchman v Hill* Special knowledge or skill affecting the equality of bargaining strength – where statements made by an expert the more likely the terms are incorporated. Where there is no expertise or specialist knowledge the term is less likely to be construed as a term, *Oscar Chess Ltd v Williams*, *Dick Bentley Productions v Harold Smith (Motors)* Previous course of dealing, J *Spurline Ltd v Bradshaw, Hollier v Rambler Motors (AMC) Ltd* The time between making the statement and forming the contract will play a part in incorporation. The longer the time between the statement being made and formation the less likely the statement was incorporated into the contract, *Routledge v McKay* Reduction in writing, *Birch v Paramount Estates (Liverpool) Ltd, L'Estrange v Graucob* Parol evidence Credit any other relevant point(s) **AO2 Analysis and application and AO3 Evaluation:** • The rules for adding express terms to contracts aim to create a clear and mutual agreement, supporting fairness • Practical challenges like power imbalances, complex terms, and legal protections can affect the fairness of these rules	**25**

Question	Answer	Marks
5	• Adding express terms to contracts ensures both parties understand and agree to the specific terms • Express terms are usually in written contracts, providing clarity. Fairness issues can arise if one party drafts complex terms the other may not fully understand. The rule that parties must have a reasonable chance to review terms aims to address this, but power imbalances can still affect fairness • Oral agreements can include express terms but are harder to prove, creating an imbalance if one party has greater knowledge or persuasive skills • Express terms can be based on past conduct, reflecting mutual understanding, but it might not be fair if one party assumes all previous terms will stay the same while the other intends to change them • The rules for express terms aim for clarity and mutual agreement, supporting fairness in theory • Fairness in adding express terms can be influenced by the bargaining power of the parties. In significant power imbalances, like 'take it or leave it' contracts, the stronger party can impose unfair terms • Some express terms might be deemed unconscionable if excessively one-sided, and courts may scrutinise such terms, but protection varies as a result of judicial interpretation • For express terms to be fair, both parties should have a reasonable opportunity to understand and consent to them. Ensuring genuine understanding is challenging, especially with fine print or complex terms • Various legal protections address fairness concerns. For example, the Unfair Contract Terms Act 1977 and Consumer Rights Act 2015 offer safeguards against unfair terms in certain contracts. Credit any other relevant point(s)	
	AO1	12
	AO2	5
	AO3	8

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