
COURSE NOTES / SEPTEMBER 2026

Global Legal Professional Core

Six applied units in legal reasoning, commercial understanding and accountable professional practice.

Careful reading. Applied work.

Accountable professional judgment.

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A note on this edition

These materials support an editorial learning pilot. Exercises use fictional matters and are not legal advice. No accredited award or practising qualification is offered. Read the stated scope and assessment conditions before you begin.

C01 | Legal systems, instructions and professional authority

Learning focus

Produce a conditional instruction note that separates the client entity, your mandate and the company's ability to be bound. No previous unit is required. Start with the handbook's scope and the glossary; this is supervised transaction-support training, not permission to advise a client independently.

First pass: complete the starting check in the learning-route resource, then identify just the entity, requested decision and permitted action in Northbank. Move on when your Harbour note distinguishes a known internal-limit breach from an unresolved external legal effect and gives a named next decision.

Study notes

Start with the decision and the legal system

A legal assignment contains at least three layers: the client's commercial objective, the legally relevant facts, and the authority of the person doing the work. "Review this deal" does not identify any of them. Establish the contracting entities, transaction, governing-law proposal, countries of performance, relevant date, decision deadline and intended audience. A governing-law clause is not a universal answer to regulation, procedure, tax or employment questions.

In common-law analysis, distinguish legislation from judicial interpretation and professional guidance. A statute may supply a mandatory constraint; a judgment may explain its application or a contractual principle; guidance may describe expected conduct without itself being legislation. Check court, issue and reasoning before treating a judgment as binding. A factually similar decision may be distinguishable because the clause, remedy or procedural posture differs. Record that distinction rather than collecting favourable quotations.

For legislation, examine the relevant provision, definitions, scope, commencement and amendment annotations. The date of publication is not necessarily the date a rule became applicable. For a judgment, separate findings, a party's submissions and the court's conclusion. The source is evidence for a proposition, not a substitute for applying it to the facts.

Scope and authority are separate

A junior can be instructed to prepare recommendations without being authorised to communicate a final position to the counterparty. A company's internal approval policy, an employee's authority and an external counterparty's legal protections are related but distinct. Companies Act sections 40 and 43

illustrate why an internal breach does not automatically determine whether a company is bound externally. Do not give a definitive authority conclusion from a job title alone. [Companies Act 2006, section 40](#)
[Companies Act 2006, section 43](#)

Section 40 concerns the directors' power to bind the company, or authorise others, and constitutional limitations in favour of a person dealing in good faith. It does not confer authority on every employee. Section 43(1)(b) addresses a person acting with express or implied authority. First identify the actor and the asserted authority; only then ask which statutory or agency analysis is relevant. Do not treat an internal spending limit as necessarily a constitutional restriction.

Prepare an engagement map with five columns: task, responsible person, source of authority, reviewer, and escalation condition. Add what you are not doing. The SRA competence statement treats recognising limits and seeking appropriate assistance as part of competent practice, not as failure. Use that professional discipline without implying this course confers solicitor status. [SRA: statement of solicitor competence](#)

Record an answer that can be acted on

A useful scoping note ends with a decision request. "Please confirm whether the sponsor may accept a 24-month commitment; I can then assess the supplier's proposed renewal mechanism" is more actionable than "further information required." Separate questions that block analysis from those that can wait. Never invent missing facts to make a memo look complete.

Worked example

Fictional Northbank Training asks an analyst to approve a two-year, £36,000 software order. The order names Northbank Holdings; Training will pay. The sales lead's stated internal limit is £25,000. No acceptance has been communicated.

Question	Evidence	Completed instruction record
Who contracts?	Order names Holdings; payment request names Training	Entity unresolved. Sponsor to confirm intended customer and authority to act for it. Payment does not alone identify the contracting party.
What can the analyst do?	Request to review; no signing delegation supplied	Prepare issues and proposed wording; do not send acceptance or sign.
What approval is missing?	£36,000 commitment exceeds the stated £25,000 limit	Request delegated approval for the full term, not merely the first invoice.

Completed supervisor note: "Please confirm the customer entity and full-term approval before release. I can review the service terms now using Holdings as an expressly provisional assumption. The internal limit is exceeded; that does not by itself establish that any eventual agreement would be void. No external acceptance has been sent."

Why it works: it gives the supervisor a decision, preserves useful parallel work and distinguishes a known process problem from an unresolved legal conclusion.

Guided practice

Change one fact: the sales lead sent "accepted" yesterday. Identify the immediate change to the note without deciding enforceability.

Feedback

Remove "no external acceptance has been sent." Preserve the message and surrounding communications; escalate the possible existing commitment and ask counsel to examine authority and formation. An internal approval obtained today must not be backdated or described as proof of yesterday's authority. If your answer only seeks approval, it misses the changed legal question.

Practice assignment

You support fictional Harbour Learning Ltd. A manager requests approval of a £48,000, three-year subscription. The purchase request names its subsidiary Harbour Services Ltd; the supplier order names Harbour Learning Ltd. The manager can authorise £20,000. A draft email says "we accept all terms," but has not been sent. Write a 450–600-word scope memo, an entity/authority table and five prioritised questions. Identify work you can do now, decisions requiring approval, and legal questions for a qualified reviewer. Do not send anything externally. AI may help organise your questions, but all factual assumptions and any assistance must be declared.

Participation

In a group of three, rotate analyst, business sponsor and reviewer. The sponsor has five minutes to describe the commercial deadline; the analyst must clarify the entity and commitment without delivering an intimidating legal lecture. The reviewer identifies two unanswered questions. Submit your own revised scope paragraph. Asynchronous equivalent: exchange written briefs and record a three-minute explanation.

Source study

Read CA43 on contracts through an authorised person, then CA40's distinct protection and limits. In up to 200 words within your scope memo, explain why "outside internal policy" and "not binding on the company" are not identical claims. Identify one issue these readings alone cannot decide. SRA A3 and B7 are optional professional comparison, not the source of the company-law rule.

Readings for this unit

Companies Act 2006, section 43 — UK company law: check extent. Read: Section 43(1)–(2). Check: What authority question remains for an employee signing a simple contract?

Companies Act 2006, section 40 — UK company law. Read: Section 40(1)–(6). Check: Whose powers and which limitations does the protection address?

SRA: statement of solicitor competence — England and Wales. Read: A3 and B7. Check: Optional professional benchmark: how are limits and an appropriate next step made visible?

C02 | Contract formation, interpretation and remedies

Learning focus

Use C01's fact/assumption distinction to separate whether a contract exists, what it requires and what remedy may follow. Your output is a two-sided analysis, not a confident verdict from an incomplete email chain.

First pass: work in three sittings—agreement and RTS; obligations and Wood; loss and Morris-Garner, then the narrow Cavendish warning. Add one row to the same Cedar analysis at each sitting. Move on when you can explain why agreement, breach and recoverable loss need different evidence; do not try to master every remedy here.

Study notes

Analyse agreement before arguing breach

For an English-law commercial problem, build a formation chronology: proposal, counterproposal, acceptance, performance and any stated reservation. Ask whether an agreement was reached, which terms formed part of it, and whether consideration, intention, certainty or formalities present an issue. The practical evidence may include emails, purchase orders and conduct rather than a single signed document. In RTS, the Supreme Court examined communications and performance to determine the contractual position; the lesson is contextual analysis, not that unsigned contracts are always binding. [RTS Flexible Systems v Molkerei Alois Müller \[2010\] UKSC 14](#)

An offer proposes a bargain capable of acceptance; an apparent acceptance that changes it may instead be a counteroffer. Consideration is the exchange supporting a simple contract, not a test that the price is commercially fair. Intention asks whether the parties objectively meant legal commitment; certainty asks whether their obligations are sufficiently ascertainable. These are different questions. Performance can be evidence of agreement without proving that every disputed term was accepted. An express "subject to contract" reservation requires particular attention; do not assume starting work necessarily removes it. This unit does not teach the separate doctrines of misrepresentation, duress or illegality in full.

Distinguish a representation made before agreement from a contractual promise. A misleading sales statement and breach of an agreed specification can raise different issues and remedies. Do not collapse mistake, misrepresentation, duress or illegality into a generic claim that an "unfair" contract is invalid. Identify the alleged defect, required legal elements and missing evidence.

Read the document as a system

Begin with the words, their defined meanings and the contract as a whole. Commercial context matters, but an analyst cannot replace an inconvenient bargain with the agreement they think reasonable parties should have made. Wood is a useful study in how text and context interact. Compare an indemnity with its surrounding provisions, not just its heading. [Wood v Capita \[2017\] UKSC 24](#)

Ask whether an obligation is absolute, qualified by reasonable endeavours, dependent on cooperation, or conditional on an event. "Delivery by 1 June provided the buyer supplies test data by 1 May" cannot be analysed like an unconditional delivery date. Identify dependencies and evidence of compliance.

Separate entitlement, loss and recovery

Keep three terms distinct. Causation asks whether the breach caused the claimed loss; remoteness concerns the legal limits on responsibility for that type of loss; mitigation concerns reasonable steps to avoid or reduce loss. Use them as separate questions in this introductory review, not as a substitute for the full legal tests. Take the supported replacement expense first; investigate the unsupported reputation claim separately.

An allegation of breach is only the beginning. Explain the obligation, the relevant conduct, the causal link to loss, any remoteness issue, mitigation and contractual/statutory limits. A £100,000 liability cap is not an automatic £100,000 debt: the claimant must still establish an entitlement and quantify recovery under the applicable rules. Termination, damages, repayment and injunctions address different needs. Determine whether rights are cumulative or restricted, and whether a valid termination process was followed.

For ordinary compensatory analysis, compare the claimant's position if the contract had been performed with the position following non-performance. Morris-Garner paragraph 95(6)–(9) explains that purpose and the need to establish and measure loss; its separate discussion of negotiating damages should not be converted into a universal substitute for proof. An invoice can evidence a replacement expense, but check refunds, credits, costs avoided and other relevant offsets so the same loss is not recovered twice.

Difficulty in exact measurement is not permission to invent a number. [Morris-Garner v One Step \(Support\) Ltd \[2018\] UKSC 20](#)

For stipulated consequences of breach, the penalty doctrine is not a universal rule that any large payment is invalid. Cavendish requires close attention to the obligation and the interest protected. Read the case before relying on a shorthand such as "genuine pre-estimate." The course does not decide enforceability from a percentage alone. [Cavendish / ParkingEye \[2015\] UKSC 67](#)

Worked example

Fictional Aster pays £12,000 for a reporting tool. The signed scope promises four exports; an earlier sales email mentions six. Two of the four specified exports fail. Aster claims its £900,000 annual turnover. The remaining terms and loss evidence are not supplied.

Issue	Completed provisional analysis	Evidence/action
Two missing promised exports	Non-delivery appears inconsistent with the supplied four-export promise, subject to dependencies and the full terms	Obtain specification, tests, delivery record and any agreed changes
Two additional exports in sales email	May raise an incorporation or pre-contract statement question; the email alone does not establish six contractual deliverables	Read the communications, signed document set and relevant reservation/entire-agreement wording
£900,000 claim	Turnover is gross sales, not proof of loss caused by these failures; neither the price nor an alleged cap fixes damages automatically	Ask for interrupted transactions, avoided costs, replacement expense and mitigation evidence

Completed recommendation: "Request correction of the two specified failures while preserving the scope dispute. Do not quantify recovery at £900,000 on this record. Obtain the contract and loss evidence before advising on a claim; investigate whether the earlier statement gives a separate route." This identifies an actionable next step without pretending all elements of a remedy have been proved.

Guided practice

Aster now supplies a £600 invoice for a temporary export service. Does that establish a £600 recoverable claim? Write two sentences distinguishing evidence from entitlement.

Feedback

The invoice supports an amount spent, not every element of recovery. Check whether the expense was caused by the breach, reasonably incurred to mitigate, within the relevant legal limits and affected by agreed remedies. Giving zero credit to the invoice ignores evidence; treating it as conclusive damages ignores the remaining analysis.

Practice assignment

For fictional Cedar Events, an order offers eight training sessions for £16,000. Cedar replies "agreed, including recordings"; the supplier replies "dates confirmed" and delivers two sessions without recordings. A purchase order says the supplier's terms are excluded. Produce a chronology, identify two plausible formation/terms analyses, and state what further evidence would discriminate between them. Then

analyse a missed session causing £2,500 of documented replacement costs and an unsupported £30,000 reputation claim. Submit 700 words, distinguishing provisional conclusions from unresolved issues. Use AI only after making your own issue list.

Participation

Pair buyer and supplier analysts. Each must fairly state the strongest argument against their preferred formation analysis before responding. Reviewers score accuracy and responsiveness, not aggression. Individually identify one fact that would change your conclusion.

Source study

Follow the three-sitting route above and the pinpoint passages below. Prepare four brief proposition cards with pinpoint, application and limitation inside your working source table, not four extra essays. The Cavendish card should explain why a large stipulated payment is not automatically an unlawful penalty; a full penalty opinion is outside this task. These judgments answer different questions; do not cite one for all four or treat this reading as complete remedies training.

Model reading card: RTS [2010] UKSC 14, paragraphs 45–47. The Supreme Court is explaining its principles, not merely reporting a party's allegation. Agreement is assessed objectively from communications and conduct; paragraph 47 cautions against assuming work begun subject to contract always, or usually, creates a contract on the proposed terms. Cedar application: starting sessions is relevant evidence, but does not alone settle the recordings counterproposal. Limit: obtain the complete exchange and reservations; this case does not decide Cedar's facts. Use the same source → proposition → application → limit structure for your other cards.

Readings for this unit

RTS Flexible Systems v Molkerei Alois Müller [2010] UKSC 14 — England and Wales. Read: Paragraphs 45–48. Check: How do objective communications, conduct and reservations affect formation?

Wood v Capita [2017] UKSC 24 — England and Wales. Read: Paragraphs 10–13. Check: How do text and context interact without rewriting the bargain?

Morris-Garner v One Step (Support) Ltd [2018] UKSC 20 — England and Wales. Read: Paragraph 95(6)–(9), with surrounding context. Check: Explain compensatory loss and why a cap or expense invoice does not alone establish recovery.

Cavendish / ParkingEye [2015] UKSC 67 — England and Wales. Read: Paragraphs 31–32; read surrounding reasoning. Check: Why must you identify the obligation and protected interest before a penalty conclusion?

C03 | Companies, authority and the financial language of work

Learning focus

After C01–C02, build a reviewable balance-sheet and price calculation. Distinguish a company's own cash from a shareholder's sale proceeds and legal approval from mathematical correctness.

First pass: revisit C01's entity map; then balance assets and liabilities before attempting the price bridge. Work on the approval checklist in a separate sitting. Move on when a changed debt input updates the seller payment and you can explain why book equity, price and company cash are different amounts.

Study notes

Identify the legal person and the decision-maker

An incorporated company is not interchangeable with its shareholder, brand or parent. Companies Act section 16(1)–(3) is the statutory starting point for the effect of registration and the incorporated body. Draw the entity map before drafting an obligation. Separate ownership from management: shareholders may control particular decisions, while directors manage subject to law and constitutional arrangements. Analyse the articles, resolutions, shareholder agreements and delegated authority; one does not automatically replace the others. [Companies Act 2006, section 16](#)

Companies Act section 172 is a starting point for studying directors' decision-making duties, not a command to maximise today's distribution regardless of consequences. Read the statutory wording and qualifications, including the treatment of creditor interests where relevant, before applying it. Sections 175 and 177 address different conflict situations; a declaration is not a universal cure for every conflict or procedural defect. [Companies Act 2006, section 172](#) [Companies Act 2006, section 175](#) [Companies Act 2006, section 177](#)

Distinguish approval from execution. Section 44 describes company execution routes within its scope. A signature satisfying an execution formality does not establish that every internal approval, regulatory condition or contractual consent has been obtained. Conversely, an authorised ordinary contract need not always use deed-style formalities. [Companies Act 2006, section 43](#) [Companies Act 2006, section 44](#)

Use financial terms accurately

Revenue records sales under the applicable accounting treatment; profit is not the same as cash collected. A profitable company can face a cash shortage if customers pay late while suppliers must be paid now. Debt is not ownership merely because it funds the business. Equity carries a bundle of rights that depends on the security and documents.

For a simple teaching balance sheet, assets equal liabilities plus equity. In £000, if assets are 150, liabilities 90 and equity 60, a new cash equity investment of 20 increases assets and equity by 20, before fees or other changes. It does not create revenue. Borrowing 20 instead increases both assets and liabilities. These are simplified mechanics, not a complete accounting opinion.

For percentages, convert 80% to 0.80 before multiplying; $£270,000 \times 0.80 = £216,000$. A table labelled £000 would show 270 and 216 instead. Never mix those units in one formula. The starting check provides a smaller calculation if this is unfamiliar; a labelled text calculation is a valid alternative to spreadsheet software.

In a transaction, keep enterprise value, equity value and cash actually paid to a particular seller separate. For an explicitly debt-free/cash-free teaching model, equity value may be calculated as enterprise value minus agreed debt plus agreed cash, with a defined working-capital adjustment. The agreement determines those definitions; an accounting label does not decide a negotiated price mechanism.

Worked example

Fictional Maple's figures are all in £000. The agreed teaching price formula has no working-capital adjustment; all stated debt and cash are included.

Item	Calculation	Result (£000)	What it means
Operating profit	200 revenue – 150 operating costs	50	Not cash available to distribute; this simplified figure omits other accounting items
Reference equity value	300 enterprise value – 45 debt + 15 cash	270	Negotiated price – model output, not balance-sheet equity
80% secondary purchase	$270 \times 80\%$	216	Reference payment to selling holders
Separate primary subscription	20 new cash paid to Maple	20	Company financing; does not automatically increase the sellers' 216

For a separate balance-sheet illustration, Maple has assets 150, liabilities 90 and equity 60. A 20 cash subscription gives assets 170, liabilities 90 and equity 80 before fees. Borrowing 20 instead gives assets 170, liabilities 110 and equity 60. Both balance, but they create different rights and obligations. Do not mix this book-equity illustration with the 270 valuation.

The downloadable `finance-models.xlsx` contains these inputs and formulas; it is a teaching model, not an assessment answer.

Guided practice

Keep enterprise value 300 and cash 15, but increase included debt to 55. Calculate equity value and 80% consideration. Then explain why the company's 50 operating profit does not settle whether it can pay a dividend.

Feedback

Equity value becomes 260 and the secondary reference price 208. If your model still shows 216, its output is hard-coded or linked to the wrong debt input. Profit, available cash and the legal ability to make a distribution are separate; financial statements, distributable-profit rules and the actual circumstances need review.

Practice assignment

All monetary figures in this Elm exercise are in £000. Fictional Elm Ltd has assets 280, liabilities 170, cash 25 and included debt 60. A buyer proposes enterprise value 400 and an agreed working-capital shortfall adjustment of minus 10. Calculate book equity, the enterprise-to-equity bridge, and 75% of the resulting equity value. Then distinguish a purchase of existing shares from a separate 50 (£50,000) new-share subscription into Elm. Supply a spreadsheet with visible formulas, a 350-word explanation and an approval/execution checklist. Do not invent a tax rate or assume that the CEO alone can approve every step.

Participation

One learner explains the numbers to a fictional founder without jargon; another challenges one input; a third checks formulas. Each submits a correction log and one question requiring an accountant or corporate-law reviewer. Provide a written dialogue if audio is not accessible.

Source study

Read CA172, CA175, CA177 and CA44. Build a decision checklist separating directors' duties, conflict disclosure, constitutional approval and execution. Mark which items need documents not supplied by the statute.

Readings for this unit

Companies Act 2006, section 16 — UK company formation; check statutory scope. Read: Section 16(1)–(3). Check: What is created by registration, and why must the entity be distinguished from shareholders?

Companies Act 2006, section 172 — UK company law. Read: Section 172(1)–(3). Check: Why is the duty more qualified than maximising an immediate distribution?

Companies Act 2006, section 175 — UK company law. Read: Section 175(1)–(6). Check: Which conflicts and authorisation conditions need consideration?

Companies Act 2006, section 177 — UK company law. Read: Section 177(1)–(6). Check: What must be examined for an interest in a proposed transaction?

Companies Act 2006, section 44 — England and Wales company execution context. Read: Section 44(1)–(4). Check: Why does an execution route not establish every required approval?

Companies Act 2006, section 43 — UK company law: check extent. Read: Company contracts and authority. Check: Relate this source to the cited proposition and state its scope.

C04 | Investigation, evidence and dispute-aware judgment

Learning focus

Use C02's entitlement/evidence distinction to produce a neutral chronology and a proportionate preservation request. Learn to separate a source's words from your legal inference.

First pass: turn E1 into one fact row before considering E2's acceptance claim. Recall C02: what evidence would discriminate between competing explanations? Move on when a later document updates your analysis without rewriting what the earlier source actually said, and your urgent preservation request has a limited scope and owner.

Study notes

A chronology is an analytical instrument

A chronology connects an event to evidence, not simply a date to a confident sentence. Record date/time, actor, event, source, reliability, dispute status and relevance. Separate "the system recorded delivery" from "the buyer accepted contractual performance." A timestamp might establish transmission but not receipt, authority or acceptance.

Use a hypothesis table: proposition to test, evidence supporting it, evidence against it, gaps and next action. The purpose is to find what could change the conclusion. Search only for confirmation and your work becomes advocacy without a factual foundation. Interviews should start with open questions and move to specific checks; preserve a speaker's uncertainty instead of turning it into a categorical statement.

Preserve before processing

Keep originals, document origin and working copies. Redactions, OCR, translation and AI extraction can change what a reviewer sees. A missing table or date can alter an obligation. Record transformations and compare material extracts with the source. Do not edit an original to make it easier to search and then discard the original.

Privilege and confidentiality are not synonyms. A confidential business document is not automatically privileged; copying a lawyer or placing "privileged" in the filename does not establish the legal requirements. Access and disclosure questions depend on the relevant legal regime and facts. When a document might be privileged, restrict handling and seek the designated review rather than publishing its

contents to a peer group. CPR Part 31 illustrates the distinction between disclosure, inspection and a claim to withhold inspection, but other procedural regimes and specific rules may apply. [Civil Procedure Rules, Part 31](#)

Part 31 is not a universal disclosure code: rule 31.1 excludes the small-claims track, and Practice Direction 57AD governs disclosure in its defined Business and Property Courts scope, subject to exclusions. Read the scope before applying either regime. Disclosure identifies a document's existence; inspection concerns access to it. A privilege claim needs a separate legal basis and process. This lesson teaches preservation and issue recognition, not a complete privilege opinion. [Practice Direction 57AD: disclosure in the Business and Property Courts](#)

Frame options, not premature certainty

Before recommending litigation, understand the objective: payment, continued supply, preservation of evidence, an injunction, a commercial exit or a durable relationship. Consider process, cost, timing, enforceability, evidence and authority. You need not decide a limitation period from memory to act responsibly; identify the potentially time-sensitive issue and escalate promptly. Negotiations should not be assumed to suspend a deadline.

An escalation note should tell its reader what decision is required now, what is known, what may be lost by delay, and who is responsible. Avoid an undifferentiated twenty-item risk list when one item threatens an immediate right or evidence source.

Worked example

Fictional source E1 is an intern's support entry, 10 May at 14:00: "issue resolved." Source E2 is an engineer's 15:00 email: "buyer accepted upgrade." No signed acceptance or test record is supplied. Routine deletion of the tickets is scheduled for 11 May.

Time	Source	Recorded event	Inference and limit
10 May, 14:00	E1, original ticket	Intern records technical resolution	Supports what the ticket says; does not establish contractual acceptance or authority
10 May, 15:00	E2, engineer email	Engineer asserts acceptance	Assertion to test against acceptance terms, tests and buyer communications
11 May, scheduled	System retention setting supplied for exercise	Tickets due for routine deletion	Preservation decision is urgent even though merits are unresolved

Completed draft instruction to the authorised records owner: "Please preserve E1, its attachments and available audit history in original form, suspend the relevant routine deletion pending counsel's review, and confirm the action taken. Restrict access to the matter team. Do not change the ticket wording or collect unrelated personal records." Counsel must approve the scope and retention handling; this is not a blanket instruction to retain everything indefinitely.

Guided practice

A signed acceptance form later appears, signed by a person whose role is unknown. Update the inference, not the original chronology entry.

Feedback

Add a new source and event. The form is stronger evidence of a communicated acceptance, but check document identity, scope, timing and signatory authority. Do not rewrite E1 as if the intern had signed it. A chronology must preserve what was known at each stage.

Practice assignment

The buyer's email of 4 March says a batch is defective. A 5 March internal memo proposes a workaround. A 6 March sales note claims "full settlement agreed," while the buyer's same-day message says "we will test the workaround without accepting your position." A 7 March auto-delete rule threatens support logs. Produce a six-column chronology, a 250-word evidence-preservation instruction for review, and a 400-word options note. Identify the disputed inference, missing documents and urgent action. Do not claim privilege or settlement conclusively from these facts.

Participation

Run a fact interview: witness, interviewer and observer rotate. The observer highlights leading questions and untested assumptions. Submit three improved questions and a neutral summary the witness could correct. Never substitute a real workplace dispute for the fictional exercise.

Source study

Read the disclosure/inspection distinction and withholding provisions in CPR31 and check PD57AD's scope. In your options note, explain one factual investigation step, one legal issue and one procedural point requiring current specialist confirmation. SRA B1–B3 is optional professional context.

Readings for this unit

Civil Procedure Rules, Part 31 — England and Wales. Read: Rules 31.1–31.3 and 31.19–31.22. Check: Separate disclosure, inspection, withholding and restricted use; identify scope limits.

Practice Direction 57AD: disclosure in the Business and Property Courts — England and Wales; defined proceedings and exclusions. Read: Paragraph 1, including exclusions. Check: Does the contemplated proceeding fall within this disclosure regime?

C05 | Professional drafting, communication and delivery

Learning focus

Build on C02's contract analysis and C04's evidence record to write for a specific decision-maker. Produce a usable recommendation and a bounded clause, then test the clean wording.

First pass: write the decision sentence before drafting the whole memo; identify actor, trigger and evidence in the model clause. Move on when another reader can identify the requested decision and execute your proposed procedure without asking what you meant. Use feedback on Aster to prepare for M1; do not import Aster's facts into Cedar.

Study notes

Write for the decision, not for display

A useful professional note answers a question for a particular reader. A supervising lawyer may need legal nuance; a finance lead may need a decision, cost and deadline. Both require accuracy. Use a layered structure: recommendation, material reasons, alternatives and consequences, then supporting detail. "There are several risks" is not a recommendation. "Approve only if the price mechanism is reconciled and the named approver accepts the residual exposure" identifies an action and its conditions.

Draft obligations with an actor, action, object, trigger, standard, time and evidence. "The supplier will assist promptly" leaves several variables undefined. A workable teaching alternative might specify the incident category, acknowledgement period, communication channel and responsible role. The right detail depends on the transaction; a number invented for precision is not better than a disclosed question.

Keep definitions and cross-references consistent. A redline can improve one clause while creating a conflict elsewhere. After changes, read the clean document, test defined terms, check schedules and compare economic terms. Distinguish a legal requirement from a business preference in your comment: "approval required by our policy" is not "the law prohibits this."

Make handovers reliable

A matter tracker needs owner, next action, due date, dependency, status and evidence location. "In progress" is not useful if nobody knows what prevents completion. Surface a blocker early with options and a decision request. Use a known version, preserve agreed changes, and record who may release the document. A filename containing "final" is not authority to sign.

Time recording should explain the work delivered, not fabricate experience. For learning, record actual time and what caused rework. This identifies whether a task is badly scoped or a skill needs practice. Professional reliability includes acknowledging mistakes and correcting their consequences; an immaculate-looking file with hidden errors is poor evidence of competence. SRA: statement of solicitor competence

Worked example

Weak note: "The indemnity is broad and needs narrowing." Stronger note: "Clause 12 covers every loss connected with the service, including the customer's own conduct. I propose limiting it to specified third-party IP claims, with defence control and an exclusion for unauthorised modifications. The sponsor must decide whether this narrower protection meets the project risk; counsel should review its interaction with the cap." The second note identifies text, scenario, consequence, proposed response and decision-maker without pretending the proposed wording is universally correct.

Completed teaching clause for a different issue: "For a reported failure preventing all authorised users from accessing the hosted service, Supplier shall acknowledge a ticket submitted through the support portal within one hour, nominate an incident lead and provide a progress update every two hours until access is restored or an agreed workaround is available. Times run continuously. Supplier shall record receipt, updates and restoration in the ticket."

These are proposed commercial periods. "Acknowledge" is not "restore"; a restoration obligation and remedies still need agreement. The clause defines the trigger, actor, action, clock, channel and evidence, but does not purport to be a complete service schedule. The decision note is: "Confirm that continuous coverage is deliverable and priced before approving these periods; retain a fallback channel if the portal is unavailable."

Guided practice

The supplier only staffs support from 09:00 to 17:00 London time on weekdays. What must change before approving that clause?

Feedback

Continuous one-hour acknowledgement cannot be assumed from business-hours staffing. Either resource continuous coverage or define a supported-hours clock with time zone, holiday treatment and an out-of-hours escalation arrangement. Show the consequence of a Friday-evening failure to the sponsor; replacing "one hour" with "promptly" hides the decision.

Practice assignment

Read the completed `memo-model.pdf`, then prepare a changed-fact rehearsal on Aster, not the Cedar M1 assessment. New fact: the supplier offers a £500 credit only if Aster releases all related claims; your sponsor has not approved any release. In at most 600 words, include a 100-word executive summary, fact/assumption table, scope and remedy alternatives, missing evidence and a recommended next step. Explain how the conditional offer changes the decision; do not copy the model unchanged. Attach a future acceptance clause of at most 150 words and a version log. If you use AI, disclose actual suggestions accepted/rejected and why, without a quota. Otherwise record manual checks. Complete M1 separately after feedback.

Participation

Exchange anonymised fictional memos within your pod. Each reviewer identifies one proposition not supported by the file, one unclear decision and one useful sentence. The author responds to feedback instead of silently accepting it. Submit the revised paragraph and a three-item change log. Contribution is judged on specificity and respectful engagement, not posting volume.

Source study

For optional professional comparison, read SRA B4, C1 and D1–D2. Convert each into an observable check of your memo: what would another person actually see if you met the standard? Treat this as a practice benchmark, not a regulated award.

Readings for this unit

SRA: statement of solicitor competence — England and Wales. Read: B4, C1 and D1–D2. Check: Optional benchmark: identify evidence of usable drafting, audience awareness and record management.

C06 | AI literacy through legal workflow evaluation

Learning focus

Apply C04's source discipline and C05's review process to a bounded extraction task. Calculate precision/recall, expose a conflicting document and justify whether any tool is useful. Coding and a paid AI account are not prerequisites.

First pass: extract one field manually from E01, then test the same field against E03's conflict before expanding the schema. Move on when you can reconstruct both metric denominators, explain a material error and keep a source's instruction from becoming system permission. Attempt K1 only after reviewing the core readiness checkpoint.

Study notes

Understand the task and the system

A language model predicts and generates text; fluent output is not a warranty of legal accuracy. A retrieval step supplies selected information, but it can retrieve the wrong version or miss a crucial annex.

Structured extraction converts documents into fields, but the schema itself can erase uncertainty. An automated workflow can combine these functions with external actions. The more authority it receives, the more important permission checks and review become.

Design a bounded task: permitted sources, output structure, prohibited assumptions, uncertainty fields, review owner and success test. "Find all risky clauses" is underspecified. "From these five fictional agreements, record governing-law text, source location, an explicit missing-value marker and any conflict between main agreement and schedule" is testable. Do not ask a model to expose hidden reasoning; ask for sources, concise reasons, assumptions and a reproducible work record.

Measure before adopting

Create an answer set from documents reviewed by a person with appropriate competence. Keep a small test set separate from the examples used to tune prompts. Record model/version, instructions, source set and date. Evaluate material false negatives as well as false positives; a tool that flags everything may have high recall and still be unusable.

In a teaching test there are ten genuine issues. The system flags twelve, of which eight are genuine. Precision is 8/12, about 66.7%; recall is 8/10, 80%. Neither tells you which missed issues mattered most. Add error severity, reviewer time and reproducibility. Compare against the same unaided task, without

claiming a controlled scientific study from one learner's attempt. NIST's generative-AI profile provides a risk-management reference rather than a legal-compliance certificate. [NIST AI Risk Management Framework: Generative AI Profile](#)

Design for failure and restraint

A document may contain text instructing the tool to ignore the reviewer or disclose data. Treat that text as evidence in the document, not authority over the system. Use least privilege, controlled input, human approval before consequential actions, and a way to stop or reverse automation. A course exercise must not email clients, sign agreements or upload their records.

Confidentiality, licensing, privacy and security decisions precede model selection. A “no training” promise alone does not answer retention, access, jurisdiction or contractual questions. For this academy, use fictional data and approved tools only. A learner may choose a manual equivalent and must be able to explain the result independently.

The SRA's warning of 17 August 2026 identifies false legal information and confidentiality risks in AI-assisted work by those it regulates. Use it as a scoped professional example, not a worldwide rule or an academy endorsement. A paid tool is not evidence of appropriate safeguards. For each material citation, open the actual source, verify the passage and its relevance, and check its status; remove or qualify an unsupported proposition before a reviewer relies on it. [SRA: Misuse of AI — warning notice, 17 August 2026](#)

Worked example

A review tool reads fictional D1: “Termination notice: 30 calendar days.” Signed schedule D2 states: “For the managed reporting service: 60 calendar days.” No precedence term is supplied. Its output is `notice_days: 30; source: D1; status: verified.`

Completed corrected record:

Field	Reviewed output	Reason
Notice candidates	30 in D1; 60 for managed reporting in D2	Preserve both relevant texts and their scope
Operative notice period	Unresolved	No supplied precedence or scope analysis settles the interaction
Status/action	Conflict; reviewer required; automatic deadline disabled	A correct quotation from D1 is not a correct conclusion about the document set

In the separate issue-detection example, eight true positives and four false positives make twelve flags; two false negatives make ten genuine issues. Precision = $8/12 = 66.7\%$; recall = $8/10 = 80\%$. No true-negative count is supplied, so do not invent an overall accuracy percentage. A missed notice conflict can be more serious than several harmless extra flags.

Use `extraction-lab.csv` for supplied development and holdout records, a rules/manual route and changed-fact tests. Establish expected outputs before testing; keep the holdout results out of prompt tuning.

Short source-verification test: an AI draft cites Companies Act section 43 for "every company contract requires two directors' signatures." Open section 43(1), record what it actually addresses and correct the claim. The source exists, but that does not make the proposition it is cited for accurate. No additional tool run is required; put the correction in your C06 error table. [Companies Act 2006, section 43](#)

Guided practice

Add D3, a draft amendment proposing 90 days, and a footer instructing the tool to email the file externally. Decide what changes in the reviewed record.

Feedback

Record the draft as a proposed, not executed, term; it does not silently replace D1/D2. The footer is evidence text, not permission to send anything. Keep the conflict and outbound-action block. Neither a later filename nor a fluent tool explanation proves approval.

Citation-test correction: section 43(1)(b) recognises a contract made on a company's behalf by a person acting with express or implied authority, within the section's scope. It does not impose the asserted universal two-director rule. The actual authority and any applicable formalities still need examination. Record "real source, unsupported proposition," not "citation verified, advice approved."

Practice assignment

Use the eight supplied records in `extraction-lab.csv`: six development records and two holdouts. Define a schema and establish expected outputs before testing. Freeze the schema/method before opening the two holdouts; their task hints make this a disclosed learning exercise, not a blind benchmark. If you have already used a holdout to tune the process, record that limitation and seek fresh records for any later independent evaluation. Test an approved model or a rules-based/manual method. Submit results, an error table, time/cost observations, failure controls and a 400-word recommendation. Add one new fictional challenge record of your own; label it self-authored, not unseen to you. Include what the small experiment cannot establish. Complete K1 separately without generative AI; assistance here does not carry into that assessment.

Participation

In pairs, one learner constructs a misleading source; the other tests whether their process handles it safely. Exchange only fictional data. Each explains one failed test and a justified improvement. No points are awarded merely for obtaining a polished answer.

Source study

Use the selected NIST passages to connect two relevant risks to concrete controls and tests in your error table; do not read the entire profile before starting. Optionally compare the SRA AI warning's accuracy and confidentiality sections with your controls. Keep technical-risk management and jurisdiction-specific professional duties distinct.

Readings for this unit

NIST AI Risk Management Framework: Generative AI Profile — Technical risk-management reference, not law. Read: Sections 2.2 (Confabulation) and 2.4 (Data Privacy); Section 3 action MS-2.5-003. Check: Give an observable control/test for each risk and explain why a real citation can still support a false proposition; no whole-profile reading is required.

Companies Act 2006, section 43 — UK company law: check extent. Read: Section 43(1)(b) and (2). Check: Correct the source-verification exercise's unsupported universal signature claim.

SRA: Misuse of AI — warning notice, 17 August 2026 — England and Wales; SRA-regulated firms and individuals, not a worldwide rule. Read: AI hallucinations – relevant considerations; Client confidentiality – relevant considerations. Check: Optional professional context: compare the 17 August 2026 warning with your verification and confidentiality controls, within its stated regulatory scope.