

TRANSFER PRACTICE

The Northfield exercise

Transfer your contract-analysis skills to a new fictional reporting-service matter.

Attempt after A20 or before final A24 readiness. This is a disclosed, ungraded transfer exercise, not an unseen assessment. The extracts and entities are fictional. Use an England-and-Wales baseline; do not supply a final enforceability opinion. Work from the documents before reading the feedback.

Instruction

Northfield Training Ltd wants to launch a reporting service. The sponsor's mandate permits a twelve-month commitment and £35,000 excluding tax for that commitment, including implementation. You may recommend but not accept terms. Produce a one-page approval note, three issue entries and one coherent proposed change. Identify one apparently reassuring fact that does not close the review and one term you should not flag merely because it differs from a preferred template.

N1 — order, signed by supplier only

Customer: Northfield Training Ltd. Twenty-four named users. Monthly fee £2,400 for twelve months beginning on written service acceptance; implementation £4,000. Price and initial term in this order override conflicting MSA provisions. Five named reports are included; additional reports require a signed change. Customer project lead is designated for acceptance after passing the agreed tests.

N2 — master terms, proposed execution copy

The service renews for eighteen months unless notice is received thirty calendar days before expiry. Renewal fees increase by 10%. Formal notices use the named postal contract manager; an address field is blank. The general cap is £60,000 in aggregate, subject to stated exceptions requiring review with the complete set. Configuration rights permit the customer and a replacement provider to use and modify the supplied configuration for internal operation and transition after expiry, subject to confidentiality; supplier retains its platform IP.

N3 — testing record

Four report tests pass. The fifth produces duplicate learner rows. Supplier records "delivery complete." Customer project lead replies: "We can begin the pilot while you fix the fifth report; please do not start subscription invoicing yet." No acceptance certificate or approved change is supplied.

N4 — finance email

"Twelve months at £2,400 plus £4,000 is £32,800. This is below our £35,000 approval. We have not reviewed the renewal term or a changed start trigger."

Feedback — compare only after your attempt

The £32,800 arithmetic is sound on the order's initial-term figures; it does not approve an eighteen-month automatic renewal or settle future fees. The unresolved notice address also matters to a usable renewal decision. The failed test and express billing reservation prevent treating the supplier's "delivery complete" label as conclusive written customer acceptance. Investigate the full terms and communications rather than deciding breach or formation from a label.

Do not automatically demand assignment of the entire platform. N2 supplies a meaningful configuration-use package; verify its scope, rights chain and any third-party limits against the operational need. A blanket "no durable rights" finding would ignore supplied evidence. An acceptable proposed change must coordinate acceptance/billing, renewal/notice and the actual mandate; several commercial solutions may be defensible.

Record one correction. Then answer the independent variation: the sponsor approves a twelve-month renewal only by written agreement, not automatically. Which clauses, reminders and approval fields must change? A correct answer follows the decision through all affected outputs rather than changing one number.