Esheria | ACADEMY

COURSE READER / SEPTEMBER 2026

Global Legal Professional Core

The complete study reader: professional foundations, practical resources and disclosed assessment specimens.

AI-generated editorial image

Professional legal study
Legal knowledge. Shared forward.

Esheria Academy
Editorial learning edition

INSIDE THIS PUBLICATION

Contents

Read in sequence or go directly to the section you need. The contents and PDF bookmarks link to each section.

01	Start here	4
02	Your learning route	5
03	The learner handbook	10
04	The working glossary	15
05	What good work looks like	19
06	Your study & evidence map	22
07	Global Legal Professional Core	23
08	The Kenya data lab	46
09	Aster: a worked memorandum	50
10	Working with the finance models	52
11	Practice assessment specimens	54
12	Your work product	58
13	Reading index & evidence limits	59

A note on this edition

Start here

2026.09-publications-1

Editorial study preview. Fictional matters; not legal advice, bar preparation, practising authority or an accredited award. Jurisdiction-qualified sign-off and assessment calibration have not been completed. Assessed awards are not active.

Start with the learning route for the practical starting check and study sequence, then the learner handbook and study map. Follow each unit's first pass and move-on check; attempt guided practice before reading feedback. Submit your own work through the corresponding academy lesson. Formative quizzes run inside the LMS; the offline pack does not contain quiz or summative answer keys. Open reader.pdf for the complete course reader, or the individual PDFs for a particular resource. Each PDF includes searchable text and document bookmarks. Use the CSVs and formula workbook in a spreadsheet application and preserve an untouched original. The HTML reader is an accessible, reflowable alternative. These are original teaching extracts, not complete executable transaction documents. No paid AI subscription is required. Linked primary readings may require internet access; they are not reproduced in the pack. Facilitated assessments require a qualified assessor and agreed conditions.

Formula workbook · Every formula and result in text · Workbook instructions · Extraction records

Your learning route

Use this once before C01, then return at the checkpoints below. The aim is increasingly independent, usable work within a defined scope—not memorising a model or becoming qualified to advise in every jurisdiction. This is a study aid, not a validated admissions test or the proposed longer foundation bridge.

If you are new to this specialism but already comfortable with legal reading, attempt the starting check and use it to identify gaps. If you are new to legal study, work through the check and core with support and a slower pace. The six core units do not supply the full foundation of a law degree. Persistent difficulty with source interpretation or basic contract/entity concepts calls for further foundation study before a specialist pathway, not more speed.

Starting check — try before reading the feedback

Use fictional material only. Try these four stations without generative AI so you can see what you already understand. A calculator and labelled text calculations are fine. Keep one short working note; there is no separate graded submission or numerical pass mark. Count this work inside your C01 study time. Take a break or seek an accessible format when needed; speed is not the criterion.

1. Read a clause, then read the evidence

Original exercise clause: “The project owner shall give written acceptance only after all four named report tests pass. Pilot use is not acceptance.” A test log records three passes and one duplicate-row failure. The supplier's email says “delivery complete.” The owner says “start the pilot; please fix the failed report.”

Write two supported facts, one conclusion not established, and one next action. Do not decide an entire dispute from this extract.

2. Check what a real source supports

Open Companies Act 2006 section 43, including subsection (2), from the reading index. A draft note claims: “The statute means any manager can sign for the company, regardless of authority.” Identify the subsection relevant to a person acting for the company. Record source, jurisdiction/scope, pinpoint, a correction and one fact the statute cannot supply. If you cannot access the source, record that access problem and seek an authorised copy; do not pretend to have read it. Companies Act 2006, section 43

3. Follow the units and the recipient

All figures here are GBP, not £000. A service costs £800 per month for twelve months plus £1,200 implementation. The approved commitment budget is £11,000. Calculate the commitment and budget headroom. Then use a separate express price formula: enterprise value £100,000 − included debt £20,000 + included cash £5,000, with no other adjustment. What is a 60% secondary payment? Who receives a separate £10,000 primary subscription? Show formulas, not just results.

4. Make a usable decision note and preserve the record

Your exercise mandate permits recommendations only. Version 2 of a draft contains a twelve-month term; version 3 changes it to twenty-four months. Finance approved version 2 only. In at most 80 words, tell the supervisor what changed, what can continue, what decision is needed and who should act. Keep v2, label v3 and record the change. Use a text note if document comparison software is unfamiliar.

Starting-check feedback and repair route

1. Evidence: three tests passed and one failed; the owner's message permits a pilot. Written acceptance under the supplied procedure is not established. Request correction and a retest, preserving the messages. “Everything delivered” ignores the failed test; “nothing useful happened” ignores the three passes. If difficult, revisit C01's fact/assumption method and C04's chronology before expanding the exercise.
2. Source: section 43(1)(b) concerns a person acting with express or implied authority; it does not grant authority to every manager. Subsection (2) also matters to applicable formalities. A completed record might say: “England and Wales company-contract context; CA 2006 s43(1)(b) and (2); manager's actual authority and contract-specific formalities still require evidence.” C01 develops this distinction. Finding a real link without reading it is not source verification.
3. Numbers: 800 × 12 + 1,200 = £10,800; headroom = 11,000 − 10,800 = £200. Price-model equity = 100,000 − 20,000 + 5,000 = £85,000; secondary payment = 85,000 × 0.60 = £51,000 to selling holders. The separate £10,000 subscription goes to the company. None of those calculations establishes approval or actual payment. If percentages are difficult, write 60% = 60/100 = 0.60 and repeat with 50% before C03. If the recipients are unclear, draw two separate arrows.
4. Communication: “Version 3 extends the commitment to twenty-four months; finance approval covers v2 only. I can compare the changed terms and update the exposure model, but cannot approve or communicate acceptance. Please ask the designated finance approver and sponsor to review v3's full commitment before release. I have retained both versions and recorded the change.” C05 develops this decision-first approach; A18/B20 later test the release rules.

Use the results to choose support, not to label yourself “ready” from four answers. Correct a weak station, then try a different figure or changed fact without its feedback. Take the original and corrected note to your reviewer. If studying alone, label that evidence self-review; it is useful but not independent assessment.

The sequence and the evidence to carry forward

Do the core once, then choose one specialist pathway. Topic IDs identify teaching units, not competency awards. The “First pass” and “Move on” guidance at each unit identifies a smaller start and an observable check; it does not lock the platform or confer a pass.

The sequence and the evidence to carry forward — table 1

Stage	What changes in the learning	Keep and improve
C01–C04: foundation	Read one source or record; follow a completed example; attempt a changed fact	Scope note, chronology, source table and labelled calculation
C05–C06: connect	Turn analysis into a decision and test a tool/manual process	Corrected memo, bounded clause and error/control record
A07–A12 / B07–B12: apply	Use the core on a connected matter, initially one issue at a time	One versioned Lantern or Meridian matter file, with source/decision links
A13–A20 / B13–B20: integrate	Negotiate, model and test interactions; reduce dependence on examples	Updated documents, calculations, decisions, operational tests and handover
A21–A24 / B21–B24: demonstrate	Recheck the full file, respond to an event and explain the work unaided	One final indexed pack plus accurately labelled transfer and defence evidence

Before reading a worked answer, attempt the guided change. After feedback, correct your own work and explain why. At the next relevant unit, retrieve the earlier distinction or calculation from memory, then check the source. Re-reading alone can feel fluent while leaving application gaps.

Three readiness checkpoints

Before specialist study: without a model answer, explain one C01 authority distinction, apply C02 to a changed email, rebuild a C03 calculation with a different input, preserve C04's fact/inference distinction, improve a C05 clause and explain C06's two metric denominators. Use your actual core work, not six new essays. A reviewer should be able to identify the decision and reconstruct your reasoning. If a material error remains, revisit that unit and repeat a variation. K1/M1 specimens supply further practice; a two-question quiz does not replace this evidence.

Before the capstone: explain one connected issue across your documents, numbers and operating controls. Complete the shorter Northfield or Junco transfer exercise without opening its feedback, then record the correction. These are disclosed exercises, not unseen tests. Check both directions: block unsupported action and close a resolved issue or recommend a permitted step when the supplied evidence supports it. A18 and B20 include permitted-step variations.

Before claiming proficiency: locate the sources, reconstruct the calculations, justify a commercial choice, respond to an unfamiliar fact and correct a material inconsistency without someone supplying the answer. Independent observed work, appropriate legal review and moderated assessment are needed to substantiate that claim. Self-study can produce evidence worth reviewing; consuming all pages cannot guarantee readiness for a role. The intended main target is usable routine transaction-support work with ordinary professional review, not senior expertise or practising authority.

Keep case boundaries clear

Work in one folder per matter and a separate folder per assessment attempt. Named worked examples are not additional facts for Lantern or Meridian. A technical brief's replacement figures apply to that attempt only; they do not amend the base case. Save the brief and a short “what changes” note with each attempt. A proposed clause is not an agreed term merely because you drafted it.

Within the same base matter, reuse and improve your own prior work with its version history. Point to unchanged work in an index; do not repeatedly rewrite it. Incorporate source cards, participation corrections and assumptions into that same working record unless a brief expressly requires a separate output. Keep the final pack self-contained: a reviewer must not have to find your old submissions. Public practice does not authorise importing a disclosed answer into a controlled assessment; its permitted-material rules govern separately.

Time: a planning budget, not a race

The proposed ten hours per unit and 240 per pathway include the starting check, guided practice, source work, assessment preparation/attempts and corrections. They are unvalidated planning estimates, not a guarantee or an extra workload allowance. Word/page limits are ceilings, not targets.

Time: a planning budget, not a race — table 2

Weeks/units	How to avoid a second workload
Core 1–6	Start M1 preparation from C02/C05 learning, using Cedar's actual brief. Spread preparation across the core. In week 6 reserve K1's 90-minute attempt inside the budget; do not add it after a full ten-hour C06 task.
12 and 14	Use the short technical/negotiation rehearsal for feedback, then the separate specimen. Reuse your own method and corrected preparatory work where allowed; apply the specimen's changed facts.
17–20	Build the data/model/workflow incrementally. T2 brings those components together; it is not an instruction to rebuild an unchanged prototype. Reserve fresh evaluation records before testing if the brief requires holdouts.
21–24	Treat four weeks as a shared 40-hour planning envelope. Develop P1 through the checkpoints; use week 24 mainly for consistency, correction and defence, not the first full draft. P1/O1 and transfer practice sit inside that envelope.

Log actual time and the point of difficulty. Pause between reading, calculation and drafting when helpful. If the budget is insufficient, extend the calendar and request support or an agreed assessment date; do not omit essential source checks or invent attendance. A supported slower route must meet the same evidence standard. A timed assessment's conditions may change only through the agreed adjustment process, not by silently altering your attempt record.

The learner handbook

What you are studying

Choose a six-unit professional core followed by one of two specialist/capstone sequences. Each pathway uses a proposed 24-week, 240-hour budget for study, source reading, practice, assessment and feedback—not 240 hours of video or booked teaching. These estimates need a representative learner trial.

The main legal baseline is England and Wales. US comparisons and the Kenyan data lab are separately scoped. Jurisdiction-qualified sign-off, appointed assessors, calibration and assessed public delivery are not complete. Completion is not bar admission, a degree, accredited CPD/CLE, permission to practise or an employment promise. Automatic certificates remain disabled.

Readiness and route

Begin with the learning route and practical starting check, then C01–C06, followed by A07–A24 for contracts or B07–B24 for transactions. Each unit names its prerequisites, a smaller first pass and a move-on check. Before specialist work, you should be able to distinguish fact from inference, read a clause and a source, explain a conditional recommendation and calculate percentages. Use the route's core checkpoint and seek feedback on your actual work; a quick quiz pass is not readiness evidence. These study checks are not the proposed admissions diagnostic or a validated placement decision.

This core does not replace a first law degree or comprehensively teach tort, property, constitutional, criminal or procedural law. The specialist units develop bounded transaction-support skills. Tax, fund formation/regulation, merger clearance, complex convertibles and anti-dilution require further study and qualified input.

For each unit: identify the question; study the concept and specified source passages; inspect the completed example; attempt the guided variation before reading feedback; produce independent work; review, correct and test again. If a required source cannot be inspected, record the gap and seek an authorised copy or alternative. Do not fabricate a quotation or treat a search snippet as the reading.

Study time and participation

A suggested ordinary ten-hour unit budget is three hours of notes/sources, four of applied work, two of facilitated or equivalent peer practice, and one of correction/reflection. Assessment preparation, attempts, the starting check and transfer practice are included, not additional hours. Reallocate that budget in assessment weeks using the learning route; K1's 90-minute attempt and P1/O1 must not simply be added to a full ordinary workload. Log actual time and difficulty in the first two units and again at technical/final checkpoints. These are planning estimates: extend the study calendar and request support if needed, rather than skip essential work or invent hours.

Within a matter, progressively improve your own source table, draft, model and decision log. Source-study responses and participation corrections may sit in that same record; they are not extra essays unless a brief says otherwise. Keep assessment variants separate and apply their actual conditions. Word/page limits are ceilings, not writing targets. Take the guided attempt before feedback, then test a changed fact without copying the model. The aim is less scaffolding as your work becomes more reliable, not merely more documents.

In pods, rotate analyst, business role, counterparty, reviewer and chair/recorder. A two-hour practice session can use 10 minutes of retrieval, 15 of source discussion, 35 of simulation, 25 of challenge, 20 of revision and 15 of reflection. Combine roles in smaller groups.

Participation evidence is a useful contribution, a reasoned response and an individual correction—not call duration or posting volume. Written exchanges and equivalent feedback opportunities must be available for accessibility, connectivity and scheduling needs. Accent or presentation dominance is not competence. Actual arrangements must be agreed before an assessed cohort.

Solo equivalent: draft your response, then return as reviewer and apply the unit's changed fact and feedback. Record one unsupported inference, one practical consequence and one correction. For negotiation, write both sides and label it a rehearsal. A23/B23 supplies a public event; the transfer exercises test adaptation. None of this substitutes for independently observed N1/O1.

Peers review work, not the person. State the issue, evidence and useful next step. Do not disclose private role instructions, another learner's work, final summative answers or real workplace information. Record your response to feedback, including a justified rejection. The assessor, not the peer group, determines an academic result under approved rules.

Files and submission

Complete and submit your work in the assignment section of the corresponding course lesson. The current assignments use a text editor. Keep your working documents locally and use the structured-text equivalents below when your work includes a spreadsheet, redline, diagram or multiple documents. Earlier lesson submissions and grades remain unchanged.

Study materials are supplied as branded PDFs, with spreadsheet workbooks and CSV datasets where an editable format is needed. Use fictional study material only. Do not include confidential client information, executable files or public-sharing links in your work. Do not enable unexpected macros or external content when opening a document.

Use a stable unit/learner/version identifier. Include scope, sources, assumptions, assistance and unresolved issues. Keep original inputs and make changes traceable. Every practice output has a text equivalent; no paid software or public document-sharing account is required.

Files and submission — table 1

Requested output	Text equivalent
Memo/report	Headings, recommendation, analysis, alternatives, sources and actions
Clean clause/redline	Clause ID; original text; proposed clean text; change and reason—do not rely on colour alone
Spreadsheet/cap table	Cell, label, input or formula, evaluated result, units and source; include all material workings and a changed-input test
Data-flow/structure chart	One row per relationship: from, to, data/rights/cash, purpose, status and source
Workflow/prototype	States, transitions, actors and guards, plus expected/actual test results; a diagram alone is insufficient
Multi-document pack	Numbered section index followed by the sections, with stable cross-references
Negotiation/defence rehearsal	Speaker-labelled transcript or individual answers; state whether observation actually occurred

Before submitting, check your response, any document index and your authorship/tool declaration. Keep a dated local copy. Follow the assignment's own resubmission controls and your instructor's guidance when correcting an attempt; do not assume that a new attempt replaces earlier feedback.

If a brief sets pages but no word cap, use at most 500 narrative words per page as a text-submission convention, excluding genuine evidence tables and calculation workings. A specific word cap takes priority. Do not evade it by placing narrative essays in tables. A five-page report therefore permits 2,500 narrative words plus the stated evidence annex.

The six-sheet finance workbook and its guide contain completed teaching examples, not assessment answers. Formulas need a spreadsheet calculation engine; the unit tables and guide provide a text alternative. Preserve inputs, show formulas and label amounts/fractions. The extraction dataset supplies development and holdout records. The migration source extracts distinguish supplied documents from unverified imported assertions.

The embedded assignment owns the full brief; it is not repeated above the component. Submit rehearsals to the unit and final specimens to the assessment centre. A12/A14/A20/A24 and B12/B14/B20/B24 do not require a second copy of the final pack. Use Community only for permitted discussion.

The course assignment workflow is available in the local preview. Production security, privacy/retention, recovery and accessible delivery arrangements require separate approval before a real assessed cohort.

Tool rules

Use fictional data and approved tools only. If none is approved, use the manual/rules-based equivalent. A paid AI account earns no advantage. If used, declare task, tool/version where available, input scope, outputs used, checks and actual corrections/rejected suggestions. If unused, state manual method and your checks. There is no suggestion quota: do not invent tool use, collect private chats or expose hidden model reasoning.

Generative AI is prohibited during K1 and unaided O1. Preparation follows the particular brief. Collaboration means permitted discussion and feedback, not exchanging final answers. No AI-content detector alone establishes misconduct; learners must be able to respond to evidence and challenge an adverse decision.

Feedback and support

Use the guided feedback in the study notes and any feedback released through your course assignment. Ask for comments that identify the criterion, evidence and a concrete correction. The published assessment weights are planning guidance; the LMS progress bar and assignment status are not a weighted professional transcript or an award decision. Capstones need an independent second review before consequential assessment. Differing marks require moderation, not an automatic average. Negotiations and orals without a recorded observation remain solo practice.

Keep a personal study log of actual time and what caused difficulty; this is self-reporting, not attendance. Use course discussion for non-sensitive learning questions. For an accessibility need, technical problem, content correction or feedback concern, contact your instructor through your existing academy arrangements. Give the unit, passage or attempt and the help needed; do not include medical or client records in public discussion. A feedback appeal needs an independent reviewer. Email notifications and response-time commitments are not active in this local preview; ask for a follow-up if your concern remains unresolved.

Assessment and reassessment

Proposed full-pathway weighting: K1 15%; M1 15%; T1 10%; N1 15%; T2 10%; P1 25%; O1 10%. The shared core is counted once. Weekly quizzes are formative. Proposed thresholds are 70% overall, K1 70%, P1 75% and O1 70%, plus required competency evidence and no unresolved critical failure. These are draft thresholds requiring academic calibration, not a validated award standard.

Published K1/M1/T1/T2/P1 briefs are disclosed practice specimens, not unseen papers. Private negotiation/oral events still need controlled allocation, trained observation and reviewed parallel forms. A self-study mark establishes neither independence nor attendance. The LMS progress bar and binary assignment status do not calculate the proposed professional transcript.

Teaching IDs such as C01 and A07 differ from similarly numbered competency IDs in the study map. That map is a proposed planning cross-reference, not proof that every competency has been assessed. The main intended target is usable routine work within a defined scope and ordinary professional review;

advanced, unfamiliar complexity requires further evidence and experience. Before awards, a programme lead must map observable task evidence, check coverage and validate the standards. Page completion, a self-review checklist or a polished portfolio does not establish that every learner has reached proficiency.

Ask for feedback identifying criterion, evidence, consequence and a concrete correction. Reassessment needs a reviewed different fact pattern, not a memorised disclosed answer. Complete draft parallel papers and connected matters are held privately for independent approval and calibration; they are not yet authorised examination papers. Appeals require an independent decision-maker and communicated procedure before consequential assessment. Alleged critical failures require proportionate review and an opportunity to respond; a defensible commercial disagreement is not misconduct.

Career portfolio

Select two or three original fictional work products. Explain task, role, jurisdiction, tool conditions, feedback and what the work does not prove. Publish only by choice and with appropriate rights. Remove instructor-only materials, another learner's work and confidential records. Describe self-study, peer-reviewed practice and independently moderated assessment accurately.

Sources and corrections

Use the unit reading routes and pathway-specific source index. Read scope, relevant version, amendments, commencement and contrary material. Access checking is not a comprehensive current-law review. The Kenya Law Act reading is pinned to its version dated 31 December 2022; check subsequent changes, subsidiary legislation, decisions and sector guidance separately. ICO guidance carries a Data (Use and Access) Act review notice. Optional professional frameworks are not legislation or endorsement.

Report suspected errors with unit, passage, source/pinpoint, consequence and proposed correction. Until a material point is resolved, label the affected conclusion unverified and ask the appropriate reviewer. Keep a correction log; do not silently claim the earlier answer was always correct.

The working glossary

Use this as a lookup alongside the unit, not as a substitute for the governing source or documents. Definitions below explain the teaching context; remedies and rights depend on the jurisdiction and actual wording.

Working glossary — table 1

Term	Meaning in these exercises	Common mistake to avoid
Authority	Permission or legal power to act for a person/entity; identify its source and scope	A job title or upload permission proves power to accept terms
Delegation	A bounded instruction allocating a decision to a role/person	Legal review automatically includes spending approval
Statute / judgment / guidance	Legislation; a court's decision and reasoning; an explanatory or professional resource	Treating all three as the same kind of authority
Pinpoint	The exact section, paragraph, clause or record supporting the proposition	A document title proves a particular conclusion
Formalities	Legal requirements for making or executing the particular contract/document, depending on its kind and applicable law	One signature rule applies to every document or jurisdiction
Formation	Whether and on what terms legal agreement was reached	No signature always means no contract, or performance accepts every term
Consideration	The exchange supporting a simple contract in the English-law analysis	The price must be commercially fair to count
Representation / contractual term	A statement and an agreed promise can raise different legal questions	Treating every sales statement as the same kind of obligation
Interpretation	Reading actual contractual language in its legal and commercial context	Rewriting an inconvenient bargain to seem fair
Damages	A monetary remedy requiring the applicable entitlement and loss analysis	Turnover, an invoice or a cap automatically fixes recovery

Term	Meaning in these exercises	Common mistake to avoid
Causation / remoteness / mitigation	Separate questions about the breach's connection to loss, legal limits on responsibility for that type of loss, and reasonable steps to avoid or reduce it	Proof of expenditure answers all three questions; these descriptions replace the full legal tests
Indemnity	A contractual allocation whose scope and effect depend on wording and law	Its heading necessarily bypasses all other limits or creates insurance cover
Liability cap	An agreed limit with a defined base, period, aggregation and exceptions	The cap is automatically owed, or per-claim means aggregate
Acceptance / change	Testing agreed performance versus agreeing a different baseline	All developer work is paid additional scope
MSA / order / statement of work (SOW)	General contract framework; transaction-specific order; description of deliverables and performance—subject to the actual agreed document set	The heading alone establishes incorporation or precedence
Condition / covenant / warranty	A dependency for a step; an undertaking to act; a contractual statement with consequences	A warranty physically supplies a missing consent
Disclosure	In litigation, identifying document existence; in a transaction, an agreed mechanism for qualifying statements	Using the two meanings interchangeably
Confidentiality / privilege	Restrictions on information handling versus a distinct legal protection requiring its own basis	Copying a lawyer creates privilege for every business record
Assignment / licence	Transfer of specified rights versus permission for specified use	Paying an invoice transfers all IP
Controller / processor	Activity-specific roles concerning decisions about processing and processing on another's behalf	A contract label settles the role for every purpose
Cash / revenue / profit	Available money; recognised sales under the accounting treatment; income less relevant costs	Equity funding is customer revenue, or profit equals distributable cash

Term	Meaning in these exercises	Common mistake to avoid
Book equity / equity price	Assets less liabilities in the simplified balance sheet; a negotiated valuation/ price-model output	The same number must appear in both
Enterprise-to-equity bridge	A stated value less included debt plus included cash and defined adjustments	The debt deduction itself repays the lender
Primary / secondary	New securities issued for company funding; existing securities transferred between holders	All investment cash goes to selling shareholders
Pre-money / post-money	In the simplified all-primary round, value before the new company cash and value after adding it	Ignoring option, instrument or definition changes in a real financing
Issued / fully diluted	Actual issued interests; an expressly defined model including specified potential interests	Unexercised options necessarily have current votes
Preference / participation	Specified distribution priority; sharing in residual proceeds under stated terms	A headline multiple guarantees cash irrespective of exit proceeds
As converted	A calculation treating preferred holdings as converted into ordinary/ common participation under the stated terms	In the non-participating example, adding the preference to the conversion return
Reserved matter	A specified decision requiring an additional consent under the supplied governance arrangement	A minority percentage alone proves either control or absence of influence
Pre-emption	A context-specific priority opportunity, for example on certain new issues or transfers	New-issue statutory rights and contractual transfer rights are interchangeable
De minimis / basket	An individual-claim threshold; an aggregate-claims mechanism whose trigger and deductible/tipping treatment depend on wording	Applying an aggregate threshold to each claim, or assuming the label supplies the formula
Sources and uses	Where funded value comes from and where it goes, with cash/non-cash distinguished	An uncalled commitment or rollover is cash available for fees

Term	Meaning in these exercises	Common mistake to avoid
Security / guarantee	Rights over assets under a legal mechanism; a particular personal obligation	Consent to a sale releases both automatically
Signing / completion / release	Execution; the transaction step under its terms; authority to release documents/funds	A signed document held to order proves completion
Precision / recall	True flags divided by all flags; detected true issues divided by all actual issues	Swapping denominators or ignoring severity
Holdout	An evaluation record not used to tune the process	Calling a familiar development example unseen
Review status	What evidence and decisions actually exist for an item	A green tick, model confidence or filename called final proves correctness

If these distinctions are unfamiliar, complete the core slowly and use the guided exercises before a specialist path. The programme does not replace the wider legal doctrine or jurisdiction training required for independent practice.

What good work looks like

This is the proposed public assessment rubric for the editorial courseware edition. It is not an approved qualification standard. The specific candidate brief controls the task, permitted tools, word limit and criterion weights. Different well-supported conclusions can receive equal credit.

Work-product criteria

Work-product criteria — table 1

Criterion	Strong evidence	Developing evidence	Evidence needing substantial correction
Substantive analysis	Identifies the material legal question, applies the relevant rule in its jurisdiction, handles a credible alternative and explains remaining uncertainty	Identifies the main issue but application or alternative analysis is incomplete	Gives a categorical conclusion without relevant authority or ignores a material issue
Document and numerical accuracy	Reconciles sources and definitions, shows assumptions/formulas, tests boundaries and preserves conflicting evidence	Mostly correct output with a traceable but unresolved inconsistency	Invents missing terms, silently repairs disputed evidence or produces materially wrong numbers
Commercial judgment	Connects issues to consequences and offers coherent, authorised options	Suggests plausible changes without explaining trade-offs or decision authority	Lists risks without consequences or accepts a commitment outside the mandate
Communication and handover	Clear recommendation, audience-appropriate explanation, indexed evidence, responsible owner and next action	Understandable but diffuse; some decisions or owners remain unclear	An approver cannot identify what to decide or what the output establishes
Process and accountable tool use	Preserves originals, records permitted assistance, tests results and demonstrates personal understanding	Declares tools but provides limited evidence of review or reproducibility	Presents unverified output as established fact or cannot explain material choices

For the capstone, weights are 30/25/15/15/15 respectively. Assessors score each criterion using the evidence and approved anchors, then explain the aggregate judgment. These descriptors are not an automatic points-to-level conversion. The weekly practice assignments use the same dimensions for feedback without awarding a qualification grade.

Negotiation evidence

Preparation means a ranked issue list, alternatives, linked concessions and authority. Listening means testing an assumption and responding to what the other person actually said. A coherent proposal connects scope, price, timetable and risk where relevant. Professional conduct means recording a position honestly and seeking instructions when required. Handover means that the next person can distinguish proposed, provisionally agreed, approved and unresolved terms.

You do not earn credit merely for reaching agreement, winning a concession or speaking most. A justified pause can demonstrate stronger competence than an unauthorised agreement. The published N1 criteria are preparation 20%, listening/clarification 20%, proposals 25%, authority/conduct 20% and handover 15%.

Oral defence evidence

Explain your own reasoning, reconstruct a material calculation or source trail, adapt to a changed fact, and identify the boundary of your conclusion. You may say that a question requires additional research or specialist review, but should explain what must be checked and why. The assessor examines reasoning, not accent, confidence or resemblance to a memorised script.

O1 weights are ownership/reasoning 35%, response to variation 30%, evidence/control awareness 20% and clarity/professional boundaries 15%. Reasonable adjustments may change the communication method while preserving individual reasoning and response to a new fact.

Critical failures and fair process

Examples requiring a separate integrity/safety review include fabricated sources or approvals, deliberate undisclosed copying, exposure of prohibited real data, and knowingly presenting an unapproved commitment as authorised. A disagreement about a defensible commercial position is not a critical failure. Neither a single typo nor an AI detector result automatically establishes misconduct.

The assessor records the conduct, evidence, applicable rule and learner response. The learner can explain, correct a genuine misunderstanding and challenge an adverse finding through the approved process. No automatic numerical average can cancel an unresolved critical failure, but the allegation itself is not a final decision.

Feedback and next attempt

Feedback should identify: criterion; specific evidence; consequence; a concrete correction; and what would demonstrate improvement. “Be more commercial” is inadequate. “Your memo requests a longer term without calculating the total commitment or identifying the approver; add those before recommending acceptance” is useful.

Reassessment uses a reviewed parallel task, not an answer you have already memorised. The draft instructor materials contain change specifications; a complete and comparable variant must be approved before a formal reassessment. Academic thresholds and service standards must be approved and communicated before a live cohort starts.

Your study & evidence map

Week IDs below identify units, not the similarly numbered competency codes. The planned 10 hours per flagship week includes reading, practice, assessment preparation/attempts, feedback and correction; it is an unvalidated budget, not a fixed pace. Use the learning route for the starting check, readiness checkpoints and assessment-week planning. No live sessions have been scheduled by this installation.

Study and evidence map — table 1

Unit	Learning stage	Focus	Competency evidence
C01	Foundation	Legal systems, instructions and professional authority	C01 C02 C08
C02	Foundation	Contract formation, interpretation and remedies	C03 C06 C08
C03	Foundation	Companies, authority and the financial language of work	C04 C05 C11
C04	Foundation	Investigation, evidence and dispute-aware judgment	C02 C06 C08
C05	Connect	Professional drafting, communication and delivery	C07 C09 C11 C12
C06	Connect	AI literacy through legal workflow evaluation	C02 C10 C11

Submit individual work even when you collaborate. Keep an evidence log: unit, output, version, feedback, correction and demonstrated criterion. Consult the handbook for tool conditions, asynchronous participation, assessment weights and student safeguards.

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.

Worked example — table 1

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.

Worked example — table 2

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 × 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.

Worked example — table 3

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 × 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.

Worked example — table 4

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:

Worked example — table 5

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.

The Kenya data lab

An optional application after C04/C06 and alongside A12. This is a separately scoped Kenyan exercise, not an assertion that English law governs Kenyan processing. All organisations and records are fictional. No real personal data is required.

What you will learn

Explain selected data-protection principles, distinguish lawful-basis analysis from notice and security, and complete a source-to-control record. The reading is Kenya Law's Data Protection Act, Cap. 411C, version dated 31 December 2022, identified by the publisher as its latest Act version at the 12 September 2026 check. That version date is not the retrieval date and does not incorporate every relevant regulation, decision or sector guideline into this lab. Check subsequent developments; a Kenyan-qualified reviewer must verify the applicable regime before professional use. Kenya Law: Data Protection Act, Cap. 411C — version 31 December 2022

Read the obligation before building the register

Start with definitions and scope in sections 2 and 4. In the supplied Act, section 25 addresses, among other matters, lawful/fair/transparent processing, specified purposes, necessity, accuracy, retention and transfers. These are distinct tests: a secure system can still collect unnecessary information or use it for an incompatible purpose.

Section 29 concerns information given in connection with collection. Section 30 requires an applicable lawful processing ground: consent is one route, not the name for every permitted use. If relying on contractual necessity, explain why that particular processing is needed for the data subject's contract; being a customer does not make all later uses necessary. Consent itself has conditions in section 32. A notice does not create a lawful basis merely by describing an activity.

Sections 41–42 connect appropriate technical/organisational measures to design, default settings, risk and implementation. Section 42(2) addresses sufficient processor guarantees and a written instructions-based contract; section 42(3) addresses processing outside instructions. Do not import a UK Article 28 checklist as the complete Kenyan analysis. Sections 25(g) and 39 concern retention; a period chosen by an author is not a statutory retention rule.

For incident triage, read section 43 carefully rather than copying one number into every register. Its controller notification provision addresses unauthorised access/acquisition and real risk of harm, with notification without delay and within 72 hours of awareness under the stated test. The processor provision separately requires notice to the controller without delay and, where reasonably practicable, within 48 hours of awareness. Recipient, trigger and qualification differ. These are not permission to wait until the last hour; preserve facts and escalate immediately for the applicable analysis. Current regulations and guidance need separate checking.

For foreign support access or storage, examine sections 25(h), 48 and related provisions with current regulations/guidance. A server's location or a processor contract alone does not prove every transfer condition is satisfied. Sensitive data, children's data, DPIAs, commercial use and registration introduce further workstreams; this lab does not decide them from a generic form.

Supplied fictional activity

Kito Training Ltd operates an adult training course in Kenya. It collects a learner name, work email, course choice and attendance. The form also asks every learner for a date of birth and free-text medical details, although Operations can identify no need for those fields in ordinary enrolment. An external platform stores the forms; its support locations are not yet known. A staff member exports an attendance spreadsheet to a shared folder. Marketing proposes reusing that export for a new campaign, not described in the supplied enrolment purpose.

Completed data map

Completed data map — table 1

Activity/copy	Purpose and access	Evidenced fact or gap	Decision
Enrolment form	Administer selected adult course; enrolment team	Form fields supplied; necessity for DOB/medical text unexplained	Remove those fields from ordinary flow pending a separate justified support process
Platform storage/support	Hosting and support	Contract, recipients and access locations not supplied	Obtain processing particulars, guarantees, written terms and transfer information
Attendance export	Attendance administration; shared-folder access	Copy exists; access list and retention decision not supplied	Restrict access and establish an evidenced retention/deletion decision
Proposed campaign	New marketing purpose	New purpose not part of supplied enrolment analysis	Separate purpose/lawful-basis, notice and commercial-use review; do not approve from the original form

Completed source-to-control record

Completed source-to-control record — table 2

Field	Worked entry DP-01
Source and scope	Supplied Act, sections 25(d) and 41(3); fictional ordinary enrolment within the assumed Kenyan scope
Requirement explained	Limit processing by default to what is necessary for the specific purpose; do not collect extra fields merely because a form permits them
Fact/application	Operations states no ordinary-enrolment need for DOB or medical free text; any accessibility-support purpose requires a separately scoped decision
Proposed implementation	Remove those default fields; document the minimum enrolment field set; route support requests through a separately approved process
Owner and trigger	Fictional enrolment lead; before the form is used and when the purpose/fields change
Evidence	E-DP1 necessity decision; E-DP2 test-form configuration; E-DP3 test showing prohibited fields are absent; restricted handling plan for any existing copies
Status	Worked design accepted for this example; operating compliance not independently established
Residual work	Verify applicable current law, other field necessities, notice/basis, supplier terms, retention, sensitive-data conditions and any required DPIA/registration

The trigger “before using the form” implements the design decision; the lab has not invented a universal number of retention days. A real retained record may need restriction or a lawful retention exception rather than indiscriminate deletion. Separate that question from fixing a future default.

Guided attempt and feedback

Operations removes the medical field, but a weekly export still copies old responses into a broadly shared folder. Is DP-01 complete?

Compare after answering: the future form is improved, but existing copies and the ongoing export remain a distinct processing problem. Map recipients/access, stop unnecessary replication through an authorised process, determine lawful retention/handling, and obtain implementation evidence. A screenshot of the new form cannot prove the old copies were handled appropriately.

Independent work

Produce three entries: an external-source requirement, an explicitly labelled internal review policy, and a proposed contractual obligation. For each give source/type, applicability, control, owner, timing basis, evidence and residual question. Reuse the map but change the delivery to include adult learners accessing from another jurisdiction; identify the additional scope facts needed without asserting universal applicability.

Success means another reviewer can distinguish law, your interpretation and the organisation's chosen implementation. A completed register is not a certificate that Kito is compliant. Use the core submission format and peer/solo feedback route.

Aster: a worked memorandum

A model for C05, not the Cedar M1 assessment or advice to a real client. The facts below are the supplied C02 example with the guided £600 workaround invoice added. Read the memo before the annotations, then draft your own changed-fact response.

To: Supervising counsel, fictional Aster matter
Decision: Authorise targeted evidence gathering and a proposed repair discussion; do not approve a quantified damages demand yet
Scope: English-law contract questions on supplied extracts only; no final formation, enforceability or remedy opinion

Recommendation

Seek correction of the two failed specified exports while preserving the separate six-export scope issue. Obtain the complete contract set, communications and loss evidence before advising on a demand. Do not present the £900,000 annual turnover as proved loss. The £600 temporary-service invoice is relevant expenditure, but recovery remains subject to entitlement and the applicable limits. Obtain instructions before communicating a settlement or release.

Facts and uncertainties

Facts and uncertainties — table 1

Supplied evidence	Supported fact	What it does not settle
Signed scope extract	Four specified exports; two reported failures	Dependencies, testing evidence, whole-document terms or a complete remedy
Earlier sales email	Six exports were mentioned	Whether the additional statement was incorporated or has a separate legal consequence
Price record	£12,000 paid	A fixed damages measure or automatic refund right
Turnover statement	£900,000 annual gross sales asserted	Loss caused by these failures
Workaround invoice	£600 charged for a temporary export service	Reasonableness, causation, offsets or recoverability

Analysis

Start with the actual communications and contract set. The four-export promise gives a concrete performance question, but confirm which exports failed, agreed standards and any customer dependencies. For the other two exports, the sales email may raise an incorporation or separate pre-contract statement issue; it is not enough to assume either six contractual deliverables or that the email is irrelevant. RTS illustrates contextual agreement analysis, while Wood requires the contractual text to be read as a whole in context. Neither decides these fictional facts without the missing documents. RTS Flexible Systems v Molkerei Alois Müller [2010] UKSC 14 Wood v Capita [2017] UKSC 24

Separate that scope inquiry from loss. The ordinary compensatory comparison concerns the position with and without performance. Morris-Garner paragraph 95(6)–(9) provides the reading anchor; this memo does not use negotiating damages as a substitute for proving ordinary loss. Request the operational interruption, workaround purpose, avoided costs, refunds/credits and other relevant loss evidence. The £600 invoice may support a claim, but its existence alone is not the entire analysis. Do not add overlapping refunds, credits and expenses as if each necessarily compensates a different loss. Morris-Garner v One Step (Support) Ltd [2018] UKSC 20

Options and next steps

Option 1 is a scoped repair/clarification discussion preserving unresolved issues; it may restore service without determining every claim. Option 2 is a quantified claim or negotiated exit after evidence and rights review; its cost, timing and continuing-service consequences require client instructions. Neither option authorises this analyst to accept terms or waive claims.

The matter analyst should obtain executed documents, incorporation/precedence terms, acceptance tests and the full email chain. Operations should confirm failures and workarounds; Finance should substantiate expenditure and offsets. Counsel should review formation, scope, potential remedies and any time-sensitive rights. The sponsor decides the authorised commercial approach. Preserve relevant records now rather than waiting for the final memo.

Why these choices matter

The recommendation tells the supervisor what to authorise. The table separates a document's existence from the conclusion it can support. The analysis treats four promised exports and two disputed extras differently. The alternatives explain what changes operationally. Every next action has a role; no approval, case quotation or fact is invented.

The memo intentionally does not choose a single definitive contract interpretation or quantify damages from incomplete evidence. That is a reasoned limitation, not permission to avoid analysing what the supplied facts do support. Your independent draft should improve when facts change, not simply reuse this conclusion.

Working with the finance models

These are completed fictional teaching examples, not Lantern/Meridian assessment answers, investment recommendations, accounting opinions or approved transaction models. No macros, external connections or live data are required.

Open only the sheet assigned by your current unit; the other sheets are reference material, not extra tasks before you can start. Follow the unit sequence below rather than the workbook's tab order. Everyone starts with Maple in C03. Contracts learners next use Service credits in A09; corporate learners use Alder price in B08, Preferences in B15, Cap table in B16 and Funding in B17.

Open `finance-models.xlsx` in a spreadsheet application with formula calculation enabled. Yellow numeric cells are inputs; green cells contain formulas. Colour is a convenience, not the only cue: the formula bar and descriptive row labels identify the calculation. Initial calculated results are included for previewers. After changing an input, use a calculating spreadsheet application; a static preview does not update results.

The companion text and formula view lists every occupied cell, formula and initial result in reading order. It needs no spreadsheet application, JavaScript or colour recognition. The unit tables and checks below provide shorter summaries.

Original and changed-input workbooks were recalculated with LibreOffice, including an XLSX–ODS round trip. That check does not establish compatibility with every Excel version, language setting, spreadsheet previewer or screen reader. If a formula does not update or a control is inaccessible, use the text view and give your instructor the application/version and cell through your existing academy arrangements.

Working with the finance models — table 1

Sheet	Unit	Initial checks	Try changing
Maple	C03	Operating profit 50; price equity 270; seller consideration 216; book balance check 0, all in £000	Debt from 45 to 55: equity 260, seller consideration 208
Service credits	A09	£400 at 99.2% on £8,000; every boundary match is 1	Availability to 99.5 gives £0; 99.4999 gives £400
Alder price	B08	Equity £8.3m; 80% seller consideration £6.64m	Debt/cash or the signed working-capital adjustment; explain the sign

Sheet	Unit	Initial checks	Try changing
Preferences	B15	Non-participating payouts at £0/£1m/£4m/£12m exits: £0/£1m/£2m/£3m	Exit values and as-converted percentage, without inventing other classes
Cap table	B16	£4/share; 250,000 new; founder 36% diluted; investor 20% diluted and about 21.74% issued	Investment to £2m: 500,000 new; founder 30% diluted
Funding	B17	£10.5m sources, £10.5m uses, zero difference	Lender cash to £5.5m gives a £0.5m gap

Keep an unchanged copy. Show formulas, input source, units and assumptions in your work. A negative working-capital adjustment is entered with a minus sign; do not subtract it twice. Fractions such as 0.8 mean 80%, while the availability input explicitly uses percentage points such as 99.2. Share counts may require an expressly agreed rounding rule in a real model.

For text-only submission, use `cell | label | input or formula | result | source/assumption`. Example: `B8 | Maple equity | =B5-B6+B7 | 270 (£000) | stated EV/debt/cash model`. Provide every material formula and at least one changed-input check, not just a screenshot or final number.

No result in this workbook proves distributable reserves, valid issuance, lawful funding, tax treatment, availability of cash or effective release. Explain the legal/documentary workstream separately.

Published assessment specimens

These are disclosed practice tasks, not unseen examination papers. Formal delivery, conditions, parallel forms and standards require approval before consequential assessment.

K1 | Core knowledge and application examination

Candidate brief

Individual, 90 minutes, 100 marks. No generative AI, messaging, model answers or outside assistance. You may use the source-reading index and the specified legislation/judgments, but must write your own analysis. Reasonable adjustments are available. The facilitator records conditions; an unsupervised attempt is practice, not verified assessment. Use fictional facts only. This assessment contributes 15% of the proposed pathway result; the proposed K1 threshold is 70%, subject to academic approval before a real cohort.

1. Formation and scope — 20 marks. Brook offers five workshops for £10,000. Vale replies “agreed with recordings”; Brook replies “start date confirmed” and delivers one workshop. A purchase order refers to different terms, and no signed long form exists. Explain two plausible agreement/terms analyses, identify evidence needed and distinguish formation from breach. Do not conclude from absence of signature alone.
2. Company authority — 15 marks. A fictional operations manager approves a £40,000 purchase despite an internal £15,000 limit. Identify the intended company, evidence relevant to authority and the difference between internal approval and external binding effect. Explain why CA40/CA43 do not justify a conclusion without facts about the actor and transaction.
3. Finance — 20 marks. Under an agreed teaching formula, enterprise value is £5m, included debt £0.8m, included cash £0.2m and a working-capital shortfall reduces price by £0.1m. Calculate reference equity value and 60% secondary consideration. Explain how a separate £0.5m primary investment differs and why it cannot simply be added to seller proceeds.
4. Evidence — 15 marks. A support note says “settled”; the customer's email says “we accept the workaround without waiving our position.” Logs are due for deletion tomorrow. Prepare a neutral factual summary and prioritised next actions. Do not assume settlement or privilege from a label.
5. Drafting — 15 marks. Rewrite “Supplier will help quickly if the system fails” as a bounded educational service obligation using stated assumptions. Identify actor, trigger, action, timing, communication, evidence and a decision still needed. Do not pretend your chosen time is statutory.
6. AI evaluation — 15 marks. A tool flags 15 issues; nine are genuine, and the reviewed answer set contains 12 genuine issues. Calculate precision and recall, explain what they omit, and propose two tests or controls before any deployment.

Submission and criteria

Submit numbered answers, calculations and a short authorship declaration. Credit is given for accurate distinctions, application, usable next steps and explicit limitations. Unsupported certainty loses credit. A correct number without a visible method earns limited credit. No automatic professional certificate follows a quiz or exam score.

M1 | Core professional memorandum

Candidate brief

Individual, open source, 900 words maximum plus one table and a 150-word clause. Permitted AI assistance must be disclosed after your own initial issue analysis. You may discuss general methods, not exchange completed answers. This task contributes 15% of the proposed pathway grade.

Fictional Cedar Events receives an eight-session proposal for £16,000. It replies “agreed, including recordings.” The supplier replies “dates confirmed,” delivers two sessions without recordings and later misses a third. Cedar incurs £2,500 of documented replacement costs and claims £30,000 of reputational loss without supporting evidence. A purchase order says supplier standard terms do not apply; the supplier's acknowledgement refers to its own standard terms. The final contract set is uncertain.

Write to supervising counsel. Address the decision required, formation/terms alternatives, missing evidence, the missed-session issue, different loss assertions, options and a recommended next step. Propose one clause that would improve future scope/acceptance clarity; do not imply that a later draft alters the existing legal position. Attach a fact/assumption/source table and version log. Declare accepted/rejected AI suggestions if used.

Submission and criteria

Marking: legal/factual analysis 35; commercial options/prioritisation 20; writing and audience 20; proposed clause 15; evidence/process 10. The best answer need not choose a single final contractual conclusion where the record is incomplete. It must explain why uncertainty matters and what to do about it. Peer comments are permitted only on clarity and method; disclose them.

Your work product

Learner identifier: Unit / assessment: Version / date: Fictional matter / jurisdiction: Intended reader / decision: Scope / exclusions:

Executive recommendation

State an action, conditions, owner and deadline. Identify what remains provisional.

Fact and evidence table

Fact and evidence table — table 1

Proposition	Source ID / location	Fact, statement or assumption?	Missing/contrary evidence	Consequence
Complete with your analysis				

Analysis and options

Explain the relevant principle, application, alternatives, trade-offs and limit. Do not simply list sources.

Actions and decisions

Actions and decisions — table 2

Action / decision	Owner	Authority / reviewer	Dependency	Evidence of completion
Complete with your analysis				

Tools, collaboration and review

Tool/version or manual method: Permitted input scope: Useful output and checks: Correction or rejected suggestion and reason, if a tool was used (otherwise manual review checks): Peer/faculty feedback: Changes since prior version: Unresolved questions / specialist referrals: Authorship declaration:

Reading index & evidence limits

Edition 2026.09-publications-1. Editorial study preview. Fictional matters; not legal advice, bar preparation, practising authority or an accredited award. Jurisdiction-qualified sign-off and assessment calibration have not been completed. Assessed awards are not active.

Primary texts, court decisions, regulator guidance and professional frameworks have different authority. Linked materials remain with their publishers; they are not copied into these packs. An accessible page is not a verified statement of all current law. Read amendments, commencement, extent and current review notices. Some publishers restrict automated access. If a required text cannot be inspected, record the gap and obtain an authorised copy; do not invent its contents. SRA, the SRA AI warning, CLOC and WorldCC are scoped professional/context readings, not substitutes for the governing law. NVCA model descriptions and the SEC resource are optional comparison only; the original exercises do not require copying a model suite. The Kenya Law Act reading is pinned to its version dated 31 December 2022; check subsequent changes and related regulations, guidance and decisions separately. No affiliation or endorsement is claimed.

SRA — SRA: statement of solicitor competence

https://www.sra.org.uk/solicitors/resources/continuing-competence/competence-statement/

England and Wales. Study focus: A: judgment and ethics; B: practice; C: relationships; D: work management.

SRAAI — SRA: Misuse of AI — warning notice, 17 August 2026

https://www.sra.org.uk/solicitors/guidance/misuse-ai/

England and Wales; SRA-regulated firms and individuals, not a worldwide rule. Study focus: Optional professional context: accuracy, source verification, supervision and client confidentiality; distinguish the warning's scope from technical risk guidance.

CA16 — Companies Act 2006, section 16

https://www.legislation.gov.uk/ukpga/2006/46/section/16

UK company formation; check statutory scope. Study focus: Section 16(1)–(3): effect of registration and the incorporated body.

CA40 — Companies Act 2006, section 40

https://www.legislation.gov.uk/ukpga/2006/46/section/40

UK company law. Study focus: Power of directors to bind the company; good-faith counterparty protection.

CA43 — Companies Act 2006, section 43

https://www.legislation.gov.uk/ukpga/2006/46/section/43

UK company law: check extent. Study focus: Company contracts and authority.

CA44 — Companies Act 2006, section 44

https://www.legislation.gov.uk/ukpga/2006/46/section/44

England and Wales company execution context. Study focus: Execution of documents; distinguish valid execution from internal approval.

CA172 — Companies Act 2006, section 172

https://www.legislation.gov.uk/ukpga/2006/46/section/172

UK company law. Study focus: Duty to promote success, statutory factors and limits.

CA175 — Companies Act 2006, section 175

https://www.legislation.gov.uk/ukpga/2006/46/section/175

UK company law. Study focus: Situational conflicts and authorisation conditions.

CA177 — Companies Act 2006, section 177

https://www.legislation.gov.uk/ukpga/2006/46/section/177

UK company law. Study focus: Declaration of interest in a proposed transaction.

CPR31 — Civil Procedure Rules, Part 31

https://www.justice.gov.uk/courts/procedure-rules/civil/rules/part31

England and Wales. Study focus: Rules 31.1–31.3, 31.19–31.22: scope, disclosure, inspection and withholding; not a complete privilege analysis.

PD57AD — Practice Direction 57AD: disclosure in the Business and Property Courts

https://www.justice.gov.uk/courts/procedure-rules/civil/rules/part-57a-business-and-property-courts/practice-direction-57ad-disclosure-in-the-business-and-property-courts

England and Wales; defined proceedings and exclusions. Study focus: Paragraph 1: scope and interaction with other disclosure rules; verify the applicable procedure.

NIST — NIST AI Risk Management Framework: Generative AI Profile

https://nvlpubs.nist.gov/nistpubs/ai/NIST.AI.600-1.pdf

Technical risk-management reference, not law. Study focus: Risk identification, measurement and management for generative AI.

KENYA — Kenya Law: Data Protection Act, Cap. 411C — version 31 December 2022

https://new.kenyalaw.org/akn/ke/act/2019/24/eng@2022-12-31

Kenya; pinned consolidated version 31 December 2022; check subsequent changes and subsidiary legislation. Study focus: Sections 2, 4, 25, 29–32, 39, 41–43 and 48: scope, grounds, duties and safeguards; the publisher identified this as its latest Act version at the 12 September 2026 check, not a complete current-law opinion.

RTS — RTS Flexible Systems v Molkerei Alois Müller [2010] UKSC 14

https://caselaw.nationalarchives.gov.uk/uksc/2010/14

England and Wales. Study focus: Contract formation assessed through communications and conduct; exact facts matter.

WOOD — Wood v Capita [2017] UKSC 24

https://caselaw.nationalarchives.gov.uk/uksc/2017/24

England and Wales. Study focus: Interpretation of contractual language in context.

CAVENDISH — Cavendish / ParkingEye [2015] UKSC 67

https://caselaw.nationalarchives.gov.uk/uksc/2015/67

England and Wales. Study focus: Penalty doctrine; primary/secondary obligations and legitimate interests.

MORRIS — Morris-Garner v One Step (Support) Ltd [2018] UKSC 20

https://caselaw.nationalarchives.gov.uk/uksc/2018/20

England and Wales. Study focus: Paragraph 95(6)–(9): compensatory contract damages and establishing loss; read the separate limits on negotiating damages in context.