

**UNIVERSITY OF GREATER MANCHESTER**  
**OFF CAMPUS DIVISION**  
**INSTITUTE OF DEVELOPMENT MANAGEMENT**  
**BA (HONS) ACCOUNTANCY**  
**SEMESTER ONE EXAMINATIONS 2025/2026**  
**INTRODUCTION TO LAW FOR ACCOUNTANTS**  
**MODULE NO: ACC4014**

Date: Tuesday 13<sup>th</sup> January 2026

Time: 3 HRS

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**INSTRUCTIONS TO CANDIDATES:**

There are TWO SECTIONS in this paper. Section A contains 30 MCQs and Section B has FOUR questions.

Answer ALL questions from both sections. All answers should be written in the ANSWER BOOKLET.

This is a 2-hour closed book examination and you must hand in this exam paper with your answer booklet.

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**SECTION A**

**ALL 30 QUESTIONS ARE COMPULSORY AND MUST BE ANSWERED IN THE ANSWER BOOKLET. EACH QUESTION IS WORTH 2 MARKS.**

- 1. Which of the following statements about Employment Appeal Tribunals (EAT) is correct?**
  - A. Appeals can only be made to the EAT on a point of law
  - B. The EAT is composed of a Law Lord and one expert lay person
  - C. Legal aid is not available for an EAT
  - D. None of the above
  
- 2. In order to delegate legislative powers Parliament must pass:**
  - A. An enforcing act
  - B. An enabling act
  - C. A facilitating act
  - D. An active act
  
- 3. Which of the following is NOT an advantage of delegated legislation?**
  - A. It benefits from access to technical expertise
  - B. It is flexible because it's quick and easy to change
  - C. It is well advertised and easy to keep up with any changes introduced
  - D. None of the above
  
- 4. Which of the following is an offer?**
  - A. A statement of selling price
  - B. A party asking for interested parties to submit the terms on which they are prepared to carry out work
  - C. An advert where no further negotiations were intended
  - D. Asking questions about the advert
  
- 5. In contract law an express term:**
  - A. need not appear in the contract – it can be inferred from statute
  - B. is specifically inserted into the contract
  - C. must be written
  - D. None of the above

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- 6. To be successful in an action for tort, which of the following conditions is NOT required?**
- A. The act or omission must have directly caused loss to the claimant
  - B. The courts must be able to establish a legal liability as a result of the damage
  - C. The loss must be either a direct or indirect consequence of something the defendant did
  - D. There must be duty of care owed by the defendant to the claimant
- 7. What does “volenti non fit injuria” mean?**
- A. To a willing person, no injury is done, meaning if someone willing consents to the risk they cannot later claim to have been wronged or injured by that risk
  - B. Of the same kind, meaning that ambiguous statutes are interpreted by assuming that where a list of specific items is followed by a more general term, the general term should include only items of the same type as those listed
  - C. The thing speaks for itself, meaning there is no other explanation for what has occurred
  - D. None of the above
- 8. Which of the following is NOT a term implied by the courts as a duty of an employer?**
- A. To pay reasonable remuneration
  - B. To give reasonable notice of termination of employment
  - C. To provide ongoing training and development opportunities
  - D. To take reasonable care for the safety of employees
- 9. Uko has been employed by Matchroom for 10 years. Under the Employment Rights Act 1996, what is the minimum notice period Matchroom must give to terminate Uko’s contract?**
- A. 4 weeks
  - B. 10 weeks
  - C. 12 weeks
  - D. 5 weeks

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**10. Which of the following is not required as part of a redundancy consultation process where 20 employees are being made redundant in a 90 day period?**

- A. Inform HMRC of the tax status of the redundancy payments
- B. Consult with workplace representatives
- C. Begin the consultation process at least 30 days before the first redundancy
- D. None of the above

**11. Which of the following is not a way in which an agency relationship can be established?**

- A. Necessity
- B. Statute
- C. Estoppel
- D. Agreement

**12. Which of the following is NOT an agent's right?**

- A. To claim and indemnity against the principal for all reasonable expenses incurred carrying out their obligations
- B. To exercise a lien over the principal's property
- C. To unilaterally modify the terms of the agency agreement based on their discretion
- D. To claim remuneration or commission where agreed

**13. Theodora is a partner. She takes no active part in the running of the business but is jointly and severally liable for the debts and contracts of the business.**

**What type of partner is she?**

- A. General partner
- B. Sleeping partner
- C. Limited partner
- D. Active partner

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**14. Which of the following statements is correct?**

- i. In the 1966 Practice Statement Lord Gardiner proposed that the Supreme Court could depart from its previous decisions if the Supreme Court thinks the previous decision had been wrongly decided
- ii. In order for a precedent to be binding then the material facts of the two cases must be the same

- A. (i) only
- B. (ii) only
- C. Neither (i) or (ii)
- D. Both (i) and (ii)

**15. Which of the following statements is NOT correct?**

- A. Executed consideration is given where there is an exchange of promises to do something in the future
- B. Contracts by deed do not require consideration unless the terms of the agreement require it
- C. Sufficient consideration means there must be a monetary value to the consideration
- D. A promise to stop complaining is not consideration as it has no monetary value

**16. Select the correct statements.**

The performance of an existing duty is not sufficient consideration unless:

- (i) The existing contractual or statutory duty is exceeded
- (ii) It confers some benefit of a practical nature on the other party
- (iii) The act being used as consideration has already been performed before the promise was made
- (iv) The performance of an existing contractual obligation is supporting a promise from a third party

- A. (i), (ii) and (iii)
- B. (ii), (iii) and (iv)
- C. (i), (ii) and (iv)
- D. All of the above

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**17. Which of the following statements is correct?**

- i. The tort of passing off arises where one business uses a name which is similar to an existing business and misleads someone into believing it is the same business and it causes damage to that business
  - ii. Under s69 of the Companies Act 2006 the Company Names Adjudicator can require a company which has a similar name to another company to change its name
- A. (i) only
  - B. (ii) only
  - C. Neither (i) or (ii)
  - D. Both (i) and (ii)

**18. Which of the following statements about contributory negligence is INCORRECT?**

- A. Contributory negligence allows the defendant to argue that the claimant is partly responsible for their own injuries
- B. The court may reduce the damages awarded to the claimant based on the degree of responsibility they bear for their loss
- C. The onus is on the claimant to prove they were not at fault and did not contribute to their own injury
- D. Contributory negligence is only a partial defence and the damages are reduced according to the claimant's degree of responsibility

**19. Which of the following statements is correct?**

- (i) The remedy of reinstatement, where an employee has been unfairly dismissed, means that the employee must be reinstated in a comparable role
  - (ii) The three elements that make up compensation in the case of unfair dismissal are the basic, compensatory and additional award
- A. (i) only
  - B. (ii) only
  - C. Neither (i) or (ii)
  - D. Both (i) and (ii)

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**20. Under s139 of the Employment Rights Act 1996, an employee is dismissed for the reason of redundancy if the dismissal is wholly or mainly attributable to:**

- i. The employer stopping or planning to stop the business for which the employee was employed
  - ii. The employer stopping or planning to stop the business at the location where the employee worked
  - iii. The need for employees to do a particular kind of work has ended or is expected to end or reduce
  - iv. The need for employees to do a particular kind of work at the employee's location has ended or is expected to end or reduce
- A. (i), (ii) and (iii)
  - B. (ii), (ii) and (iv)
  - C. (ii), (iii) and (iv)
  - D. All of the above

**21. Choose the TWO correct statements.**

- A. A limited liability partnership is described in the Partnership Act 1890 as a relationship between persons carrying on a business in common with a view to a profit
- B. A sole trader needs to be registered at Companies House before they can start trading
- C. A sole trader is not an appropriate form of business if the trade involves a degree of risk
- D. A limited liability partnership is an artificial legal entity where the liability of the members is limited to the amount of capital they agree to contribute

**22. Which of the following statements is correct?**

- (i) A firm is bound by the actions of a partner even if the partner has no authority for the actions taken and the third party did not believe them to be a partner
  - (ii) New partners are personally liable for all the partnership's debts even if they occurred before the individual became a partner
- A. (i) only
  - B. (ii) only
  - C. Neither (i) or (ii)
  - D. Both (i) and (ii)

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**23. Richie runs a garage and has a standard exclusion clause to disclaim any damage caused to customers' vehicles whilst on his business premises. In which TWO ways can this exclusion clause be incorporated into the contract?**

- A. Including it in the contract document which the customer then signs
- B. Custom – it is customary for garages to have such a clause in their contracts
- C. Previous dealings where there has been a consistent course of dealings between the parties
- D. Giving notice after the contract has been entered into providing this is done within a reasonable amount of time

**24. Omar has purchased an app on his new mobile phone. The app has now infected his mobile phone and deleted some of his photos and all of his contacts. Under the Consumer Rights Act 2015 what TWO remedies are open to Omar?**

- A. Right to replacement of the mobile phone
- B. Right to reduction in the price paid for the app
- C. Right to repair any damage caused by the app to his mobile phone
- D. Right to damages for the lost photos and contacts

**25. What does privity of contract mean?**

- A. Everyone has the right to enter into a contract
- B. A contract is made between the two contracting parties and cannot protect a third party
- C. A contract is between one party and the whole world
- D. Nobody should know what a contract contains

**26. What is constructive dismissal?**

- A. An employer sacks an employee because they caused trouble
- B. An employee resigns because they dislike their line manager
- C. An employer sacks an employee after a number of disciplinary offences
- D. An employee resigns due to an employer breaching their contract

**27. The High Court comprises which of these divisions?**

- A. King's Bench, Chancery and Family Divisions
- B. King's Bench, Property and Divorce Divisions
- C. Admiralty and Family Divisions
- D. Commercial, Probate and Appeals Divisions

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- 28. Arnold contracts with Nita to paint the interior of her flat for £200. Halfway through the work he asks for an additional £100. He would be entitled to the extra payment if:**
- A. He runs out of paint and needs more
  - B. Nita asked him to also paint the exterior of the flat
  - C. He realised he had undervalued the work
  - D. He decided to work during the weekend to finish earlier
- 29. Which of the following is not a remedy available for a successful finding of unfair dismissal?**
- A. Fining the employer
  - B. Compensation
  - C. Reinstatement
  - D. Re-engagement
- 30. Which of the following is not a type of authority?**
- A. Actual authority
  - B. Apparent authority
  - C. Implied authority
  - D. Authorised authority

(2 marks each, total 60 marks)

**END OF SECTION A**

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**SECTION B- ANSWER ALL FOUR QUESTIONS**

**Case study**

Theodore owns several art galleries and a collection of valuable paintings. He is considering selling one of his personal paintings but keeps changing his mind. Murphy, an independent art dealer who often sources paintings for Theodore's galleries, shows interest in purchasing one.

**1 March:** Theodore writes to Murphy offering to sell the painting for £30,000.

**3 March:** Theodore writes again to revoke the offer.

**4 March:** Murphy receives Theodore's first letter (the offer) and immediately posts a letter accepting it.

**5 March:** Murphy receives Theodore's revocation letter.

**6 March:** Theodore receives Murphy's acceptance letter.

Meanwhile, Murphy instructs his assistant Clara to negotiate with another potential buyer for a separate gallery sale. Clara, without authority, promises that Theodore's Gallery will also provide free restoration and framing services to the buyer and signs the agreement "on behalf of Theodore's Gallery." Theodore denies authorising this and refuses to honour it.

Separately, Jordan, an employee at Theodore's gallery, suffers injuries when a heavy frame falls from a poorly secured display wall. Jordan had previously complained about the unsafe fittings, but no corrective action was taken. Two weeks later, Theodore dismisses him, claiming "attitude problems." Jordan believes the dismissal is linked to his health and safety complaint.

**END OF CASE STUDY**

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**Required:**

- a) Advise Theodore and Murphy on whether a valid and enforceable contract exists between them. In your answer, discuss the rules on offer, revocation, and acceptance including the postal rule, and apply them to the facts of the case. (10 Marks)
- b) Advise Theodore on whether he is legally bound by the agreement made by Clara. Support your answer with relevant case law and the types of authority. (10 Marks)
- c) Advise Jordan on whether he can bring a successful negligence claim against Theodore's Gallery for his injuries. In your answer, outline the key elements of negligence: duty of care, breach and damage, and apply them to the facts. (10 Marks)
- d) Advise Jordan on his rights and remedies under employment law in relation to his treatment and dismissal by Theodore's Gallery. (10 Marks)

**Total 40 Marks**

**END OF QUESTIONS**

**END OF EXAM PAPER**