# T Level Technical Qualification in Legal Services

# Employer Set Project - Specimen Assessment Mark Scheme

**General Marking Guidance**

* All students must receive the same treatment. Examiners must mark the first student in exactly the same way as they mark the last.
* Mark schemes should be applied positively. Students must be rewarded for what they have shown they can do rather than be penalised for omissions.
* Examiners should mark according to the mark scheme,not according to their perception of where the grade boundaries may lie.
* All marks on the mark scheme should be used appropriately.
* All the marks on the mark scheme are designed to be awarded. Examiners should always award full marks if deserved. Examiners should also be prepared to award zero marks if the student’s response is not rewardable according to the mark scheme.
* Where judgement is required, a mark scheme will provide the principles by which marks will be awarded.
* When examiners are in doubt regarding the application of the mark scheme to a student’s response, a senior examiner should be consulted.
* Crossed out work should be marked **unless** the student has replaced it with an alternative response.
* Accept incorrect/phonetic spelling (as long as the term is recognisable) unless instructed otherwise.

**Levels-Based Mark Scheme Guidance**

Levels-based mark schemes (LBMS) have been designed to assess students’ work holistically. They consist of two parts:

1. **Indicative content**  
   Indicative content reflects content-related points that a student might make but is not an exhaustive list. Nor is it a model answer. Students may make some or none of the points included in the indicative content, as its purpose is as a guide for the relevance and expectation of the responses. Students must be credited for any appropriate response.
2. **Levels-based descriptors**  
   Each level is made up of a number of traits which when combined together articulate the quality of response that a student needs to demonstrate. The traits progress across the levels demonstrates the different expectations of each level. When using a levels-based mark scheme, the ‘best fit’ approach should be used.

**Applying the levels-based descriptors**

Examiners should take a ‘best fit’ approach to determining the mark.

* Examiners should first make a holistic judgement on which level most closely matches the student’s response. Students will be placed in the level that best describes their answer. Answers can display characteristics from more than one level, and where this happens markers must use any additional guidance (e.g. weighting of traits) and their professional judgement to decide which level is most appropriate.
* The mark awarded within the level will be decided based on the quality of the answer and will be modified according to how securely all traits are displayed at that level:
  + Marks will be awarded at the top of that level if the student has evidenced each of the descriptor traits securely.
  + Where the response does not securely meet all traits, the marks should be awarded based on how closely the descriptor has been met.

**Task 1 – Analyse research materials**

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| **Task 1** | **Indicative content**  Purpose of damages in contract law:   * damages as an example of a legal remedy for breach of contract which is available “as of right” * distinction between legal and equitable remedies, in which equitable remedies are merely discretionary and only where damages are not appropriate * damages are not punitive, meaning that their purpose is not to punish the wrongdoer for breach of contract – example *Addis v Gramophone* * damages in contract law are compensatory – based on the Latin principle of *restitutio in integrum* meaning restoration to original condition. Compensatory damages should only seek to place the injured party in the position they would have been had the contract been completed. Case example of *Robinson v Harman* * the court will consider the losses that have been or may have been causes by the breach in determining what the claimant’s position would have been had the breach not occurred.   Types of losses   * 4 main types of loss and their meaning: * expectation loss – loss of profit that was expected had the contract been completed; it will be up to the claimant to prove how much profit they would have made; a market rule will be applied for this type of loss, but if the demand is greater than the supply, there will be no claim * reliance loss – costs incurred in preparation for the performance of the contract; usually claimed where expectation loss is impossible to prove; the courts will not allow reliance loss to compensate for “bad bargains” due to the contract being less profitable than originally thought * speculative loss – compensation for loss of a chance; the courts may award this even though there is no certainty the claimant would win; the court will award damages based on the chance of winning * loss of amenity – damages for distress, awarded as a consequential loss as long as it is in the contemplation of the parties at the time of entering into the contract.   Factors impacting on the recovery of damages:   * nominal damages where there is no loss – nominal damages refer to a small amount of damages to reflect the fact that the claimant is entitled to damages, but that these will not be large in nature as no real loss has been suffered * the court will only compensate for losses which are a cause of the breach of contract * factual causation: but for the breach of contract would the loss have occurred; there must be a comparison between the position that the claimant would have been before and after the breach * legal causation: the defendant must be the true cause of the breach; intervening actions may break the chain of causation meaning that the defendant is not the true cause of the breach.   Remedies available when losses occur and ways of mitigating losses:   * the claimant must minimise the amount of loss they suffer; where a claimant increases their loss their damages will decrease, however where they minimise their loss damages will reflect this; the court will, however, give credit where there is a benefit that arose from the mitigating actions * contributory negligence applies where the claimant has contributed to the loss suffered and will be entitled to less damages; this is only available where there is a breach in tort law.   **Any other relevant point should be accepted.** |

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| **Assessment focus** |  | **Band 1** | | **Band** | **Band 3** | **Band 4** |
| **Task 1: Analysis of research sources** | **0** | | **1 – 3** | **4 – 6** | **7-9** | **10 – 12** |
|  | | **Trait 2 (AO2) carries twice as much weighting as trait 1 (AO3)** | | |  |
| No rewardable content | | The range of information selected from the research sources provided shows limited relevance (AO3) | The range of information selected from the research sources provided shows some relevance (AO3) | The range of information selected from the research sources provided is mostly relevant (AO3) | The range of information selected from the research sources provided is predominantly relevant (AO3) |
| The document demonstrates limited applied knowledge and skills and limited coverage of the information requested (AO2) | The document demonstrates some applied knowledge and skills and some developed coverage of the information requested (AO2) | The document demonstrates well developed applied knowledge and skills and well-developed coverage of the information requested (AO2) | The document demonstrates comprehensive applied knowledge and skills and comprehensive coverage of the information requested (AO2) |

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| **Assessment focus** |  | **Band1** | **Band2** | **Band3** |
| **Task 1 (English skills)** | **0** | **1** | **2** | **3** |
| No rewardable content | The structure and clarity of the document and its appropriateness for the non-legal audience are limited (A04a) | The structure and clarity of the document and its appropriateness for the non-legal audience are good (A04a) | The structure and clarity of the document and its appropriateness for the non-legal audience are effective (A04a) |

**Task 2 – Review and advise on a problematic situation and legal document**

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| **Task 2** | **Indicative content**  Effectiveness of the clauses:  **Olga**   * Clause 12 is an example of an exclusion clause. * An exclusion clause is a clause in a contract which seeks to exclude or limit liability. * In order to be enforceable, an exclusion clause must be incorporated, meaning that is it part of the contract and has been brought to the attention of the claimant. It must also be drafted properly and be unambiguous. Finally, the exclusion clause must not be prohibited by statute. * Olga’s exclusion clause is clearly part of the contract as she will have signed the contract. The clause is unambiguous as it is clear that it is preventing the liability of The Java Hut against claims by employees who have suffered personal injury. Under the Unfair Contract Terms Act 1977, clauses which seek to exclude liability as a result of negligence are void. The exclusion clause will therefore have no effect and should be removed.   **Aneka**   * The requirement to undertake the training prior to employment is a term of the contract * Terms can be classified as conditions, warranties or innominate terms * Conditions are central to the contract which if breached entitle the injured party to repudiate the contract – ***Poussard v Spiers and Pond* (1876) 1 QBD 410** * Warranties are minor terms in which the main purpose of the contract can still go ahead. Breach of an warranty entitles the injured party to damages – ***Bettini v Gye* (1876) 1 QBD 183** * Innominate terms are terms which cannot be easily classified as either conditions or warranties. Their status is decided on the seriousness of the breach – ***Hong Kong Fir Shipping v Kawasaki Kisen Kaisha Ltd* (1962) 2 QB 26** * As Aneka has only missed the training and is still available for the first day at work, it could be that she has only broken a warranty. If this is the case, then The Java Hut are not permitted to repudiate their contract with Aneka * Alternatively, the term could be an innominate term. If this is the case, it will need to be determined how serious Aneka’s failure to attend the training was in the wider context of the business. If it is essential health and safety training that must be completed prior to undertaking employment, without which she will be unable to do her job, then it may be a condition entitling The Java Hut to repudiate the contract.   **Advice to The Java Hut**  **Olga**   * The Java Hut are attempting to exclude liability for negligence. The Unfair Contract Terms Act 1977 prohibits this. Therefore, they will be liable for Olga’s injuries. The Java Hut should remove this clause from future contracts as it is prohibited.   **Aneka**   * The Java Hut may not be entitled to repudiate the contract as it might be judged as not sufficiently serious a breach. The Java Hut would benefit from a more clearly worded clause which specifies the nature of the training that is required and emphasises how important this is to the employment. For example, it may be that it is impossible for the baristas to be able to carry out their work without the training. If that is the case The Java Hut will be entitled to repudiate contracts between employees who fail to attend training.   **Any other relevant point should be accepted.** |

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| **Assessment focus** |  | **Band 1** | **Band 2** | **Band 3** | **Band 4** |
| **Task 2: Advice and guidance on customer contract (written report)** | **0** | **1–3** | **4– 6** | **7 – 9** | **10 – 12** |
| No rewardable content | Review of the document/ information demonstrates limited application of appropriate techniques (AO3)  Justified advice and legal principles used demonstrate limited developed application of knowledge and skills (AO2) | Review of the document/ information demonstrates some developed application of appropriate techniques (AO3)  Justified advice and legal principles used demonstrate some developed application of knowledge and skills (AO2) | Review of the document/ information demonstrates well developed application of appropriate techniques (AO3)  Justified advice and legal principles used demonstrate well developed application of knowledge and skills (AO2) | Review of the document/ information demonstrates comprehensive application of appropriate techniques (AO3)  Justified advice and legal principles used demonstrate comprehensive application of knowledge and skills (AO2) |

**Task 3a – Complete a Conflict-of-Interest form (6 marks in total)**

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| **Conflict of interest** | **Why it’s a conflict of interest** | **Mitigation of the conflict** |
| *The three conflicts of interest in this column will be provided by Pearson.*  Whist completing your apprenticeship at McAddams, Mullin and Partners, you have realised that one of the files your Managing Partner is currently working on is for a company of which your mother is the CEO. Your Managing Partner has requested that you help to complete the due diligence on this company prior to contracting.  You are aware that the law firm in which you work is renowned for its expertise in contractual matters. particularly relating to contract law. Your friend has approached you for legal advice and support relating to a potential unfair dismissal claim against the employer, for whom you previously worked and left due to a dispute with the employer.  You have recently helped with a lucrative contract involving the takeover of several high street stores. The client was so impressed with your work, given that you are only a trainee, that they have given you access to their VIP seats at the F1 Grand Prix at Silverstone. | *Students receive 1 mark for each of the three explanations provided for the three conflicts of interest.*  It is a conflict of interest because of the lack of objectivity, arising from family ties, that would be displayed if I was to complete a due diligence on a company of which my own mother is the CEO. (1 mark)  It is a conflict of interest because my advice may be subjective rather than objective as a result of prior knowledge and prejudice because I worked for this employer alongside the person who is claiming unfair dismissal.  (1 mark)  It is a conflict of interest because to accept the access to VIP seats at the Grand Prix meeting may appear to be a potential bribe  (1 mark) | *Students receive 1 mark for each of the three mitigations provided for the three conflicts of interest.*  Ask a colleague to conduct the due diligence exercise instead of myself and disclose my family connection with this company immediately. (1 mark)  **Accept any other reasonable response.**  Ask a colleague to take on the case and for me to disclose why I am unable to provide the legal advice myself because the client is a friend and previous work colleague at an employer with whom you had a dispute.  (1 mark)  **Accept any other reasonable response.**  Carefully decline the access to VIP seating offered explaining the need for transparency, objectivity and professionalism in line with the firm’s policies and procedures or seek approval from the managing partner.  (1 mark)  **Accept any other reasonable response.** |

**Task 3b – Ethical issues report**

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| **Task 3b** | **Indicative content**  Recommendations for immediate actions to solve issues highlighted:   * write to both Lister Cosmetics and Jessie Retail to apologise for the error in sharing each other’s customer data via emails * ensure that Sarah is no longer acting as the paralegal for Jessie Retail with which there is a conflict of interest * ask Sarah to fully document the events and reasons surrounding the securing of its supplier in a previous emergency situation * write notes to fully justify the £50K received to create contracts for Lister Cosmetics and the foreign consortium mentioned in the scenario * change the paralegal for Lister Cosmetics from John to Sarah * ask John not to do any more speeches about the inside working of Lister Cosmetics and concentrate only on information about legal principles * consider whether a breach of Solicitors Regulation Authority (SRA) conduct rules on confidentiality may apply * consider whether any anti-money laundering issues are demonstrated.   Recommendations for procedures that could be put into place to prevent recurrence:   * carry out effective staff training concerning GDPR, conflicts of interest, and communication in business meetings * ensure that the division of duties protects the firm and its employees * carry out better disclosure of information within files and ensure there is a complete audit trail within them * ensure that all fees are justified and are based on good quality legal work carried out * procedures to prevent breach of SRA conduct rules should be continually reviewed * procedures to prevent anti-money laundering issues from arising * exploration of the risks involved in changing paralegal who is dealing with this client.   Justifications for actions and procedures could be effective to resolve the situation:   * staff will be better able to abide by good conduct and practice and full legal and regulatory compliance * more transparency can be seen of how employees comply with legal and professional requirements * safer relations with clients * more clarity of how the firm is complying with professional regulations * regular reviews of SRA conduct rules will help to ensure that any breaches are avoided in the future * regular reviews of anti-money laundering procedures will help to ensure that any breaches are avoided in the future * careful consideration before appointing an alternative paralegal will ensure a smooth and successful transition that avoids any conflict or reputational damage.   **Any other relevant point should be accepted.** |

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| **Assessmentfocus** |  | **Band1** | **Band2** | **Band 3** | **Band 4** |
| **Task 3b: Ethical issues (written report)** | **0** | **1–3** | **4– 6** | **7 – 9** | **10 – 12** |
| No rewardable content | Recommendations for immediate courses of action demonstrate limited application of knowledge and skills (AO2)  Recommendations for procedures to prevent recurrence in the future demonstrate limited application of knowledge and skills (AO2)   Justifications for why the actions and procedures will be effective demonstrate limited application of knowledge and skills (AO2) | Recommendations for immediate courses of action demonstrate some developed application of knowledge and skills (AO2)  Recommendations for procedures to prevent recurrence in the future demonstrate some developed application of knowledge and skills (AO2)  Justifications for why the actions and procedures will be effective demonstrate some developed application of knowledge and skills (AO2) | Recommendations for immediate courses of action demonstrate well developed application of knowledge and skills (AO2)  Recommendations for procedures to prevent recurrence in the future demonstrate well developed application of knowledge and skills (AO2)  Justifications for why the actions and procedures will be effective demonstrate well developed application of knowledge and skills (AO2) | Recommendations for immediate courses of action demonstrate comprehensive application of knowledge and skills (AO2)  Recommendations for procedures to prevent recurrence in the future demonstrate comprehensive application of knowledge and skills (AO2)  Justifications for why the actions and procedures will be effective demonstrate comprehensive application of knowledge and skills (AO2) |

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| **Assessment focus** |  | **Band1** | **Band2** | **Band3** |
| **Task 3b: Written report legal audience (English skills)** | **0** | **1** | **2** | **3** |
| No rewardable content | The structure and clarity of the report and its appropriateness for the technical audience are limited (A04b) | The structure and clarity of the report and its appropriateness for the technical audience are good (A04b) | The structure and clarity of the report and its appropriateness for the technical audience are effective (A04b) |

**Task 4 – Collaborate with colleagues and third parties to solve a problem**

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| **Task 4a: Planning** | Indicative content planning  What information you need and from whom:   * more information about the extent of the vandalism that has occurred * how repairable the car is now that the vandalism has occurred * whether Georgia could recover any of the deposit that has been paid * this information can be obtained from Ryan’s solicitor.   Difficulties could include:   * finding out whether Ryan has instructed a solicitor * gathering further evidence from Ryan’s solicitor * considering the extent of frustration that has occurred with the contract * what Georgia can expect from further discussions and negotiation with Ryan’s solicitor * the information may take longer than Georgia thinks is appropriate to meet her deadline of 8 weeks.   **Any other relevant point should be accepted.** |

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| **Assessment focus** |  | **Band1** | **Band2** | **Band3** |
| **Task 4a: Planning** | **0** | **1** | **2** | **3** |
| No rewardable content | Limited planning of how the tasks will be carried out. (AO1) | Good planning of how the tasks will be carried out. (AO1) | Comprehensive planning of how the tasks will be carried out. (AO1) |

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| **Task 4b: Case notes** | **Indicative content may include:**  Relevant rules and legal principles relating to the law of frustration:   * frustration is where a party to the contract has been prevented from performing their contractual obligations due to an unforeseeable, intervening event. If frustration applies, the party who is unable to fulfil their contractual obligations will not be found to be in breach of contract * if frustration applies, the contract is automatically terminated at the time of the frustrating event – ***Taylor v Caldwell (1863)*** * a contract may be impossible to fulfil where the subject matter is destroyed, or becomes unavailable through no fault of the contracting parties – ***Jackson v Union Marine Insurance Co. Ltd (1874)*** * a contract may also become frustrated where there is a radical change in the circumstances meaning that the purpose of the contract cannot be achieved – ***Krell v Henry (1903)*** * frustration may not apply where it can be said to be self-induced – ***Maritime v Ocean Trawlers (1935)*** * frustration will also not apply where the contract is less profitable than previously stated – ***David Contractors v Fareham [1956]*** * **Law Reform (Frustrated Contracts) Act 1943** – s1(2) – s1(4) Money already paid (such as a deposit) is recoverable and money already due under the contract is not payable; the court can use its discretion to order compensation for work done and expenses incurred before the frustrating event on a ‘quantum meruit’ basis; the court may order compensation to be paid for any valuable benefit one party may acquire under the frustrated contract   Review of the extent to which the contract may have become frustrated:   * vandalism of the 1970 Porsche 911 car has potentially frustrated the sale contract but this depends on the extent of physical destruction that has occurred. If the car is completely destroyed then this will be destruction of the subject matter making it impossible for the contract to be performed - the extent of the damage must be ascertained * the subject matter of the contract, the Porsche car, may cost too much or take too long to repair to enable the contract to be fulfilled in the timescale required by Georgia, so the contract may have become frustrated as a result of this as the contract will be radically different to that agreed by the parties - the likelihood of the car being repaired at reasonable cost and in reasonable time must be ascertained * the possibility that some of the £2000 deposit paid can be recovered for any reasonable that he has incurred in pursuance of the contract. Ryan is unable to withhold all of the deposit as any sums paid must be returned, subject to the discretionary award of expenses.   Suggested outcomes with justifications for each:   * if the contract has been frustrated, Georgia will be entitled to her deposit back, subject to deductions for any reasonable expenses incurred by Ryan * if the court states that the contract has not been frustrated, then Ryan’s refusal to sell the car to Georgia could mean he is in breach of contract and Georgia would be justified in pursuing the matter further * if the car has not been completely destroyed and could be repaired at a reasonable cost, the solicitors could enter into negotiations - justified by finding more information that the damage and vandalism is not too great * the repayment of elements of the deposit because these costs have yet to be incurred by Ryan is reasonably likely and so it justifies a challenge to address this fact * the effectiveness of negotiations between the solicitors acting for Georgia and Ryan depends on them reaching a suitable agreement to proceed with the sale, thereby justifying further attempts to purchase the car.   Georgia’s options are:   * to ask whether repairs can be done on the car to ensure that the contract is completed and she can therefore purchase the car   OR   * accept that the contract for the car has been frustration and therefore she should request that her deposit is returned subject to reasonable deductions.   **Any other relevant point should be accepted.** |

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| **Assessment focus** |  | **Band 1** | **Band 2** | **Band 3** |
| **Task 4b (Case notes)** | **0** | **1– 3** | **4-6** | **7-9** |
| No rewardable content | Information on relevant law and legal principles demonstrates limited application of knowledge and skills (AO2)  Assessment of the problem demonstrates limited application of knowledge and skills (AO2)  Information on the suggested outcomes with justifications demonstrates limited application of knowledge and skills (AO2) | Information on relevant law and legal principles demonstrates some developed application of knowledge and skills (AO2)  Assessment of the problem demonstrates some developed application of knowledge and skills (AO2)  Information on the suggested outcomes with justifications demonstrates some developed application of knowledge and skills (AO2) | Information on relevant law and legal principles demonstrates well developed application of knowledge and skills (AO2)  Assessment of the problem demonstrates well developed application of knowledge and skills (AO2)  Information on the suggested outcomes with justifications demonstrates well developed application of knowledge and skills (AO2) |

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| **Task 4c:**  **Letter** | **Indicative letter:**  Information in relation to Ryan’s solicitor’s letter – If Ryan successfully demonstrates that the contract has been frustrated:   * the £200 storage will only be a reasonable expense if it can be proven that the car had to be stored at a cost to Ryan in pursuance of the contract. If this is not the case, then Ryan will be unable to retain this money. Further details of costs will be necessary * the £200 administration fee will only be reasonable in so far as it covers the expenses of processing the car, transactions receipts will need to be provided * the £200 guarantee is only recoverable if it can be proven that there was indeed minor damage and this had been repaired costing this amount; once again evidence will be required to support this * the £200 for cleaning and mechanical checks can only be withheld if, once again, it can be shown that both this work has actually been completed and secondly this work amounted to £200.   Information in relation to Ryan’s letter – if Ryan is in breach of contract:   * if Ryan is found to have been in breach of contract then Georgia may be able to claim compensatory damages so that she put in the position as if the contract had not been breached. This may mean that he is unable to withdraw any of the deposit * the court may issue an order for specific performance. This is discretionary, but may have the result that Ryan will have to give the car to Georgia and he may be able to retain the deposit * Georgia can pursue the matter further if the loss to the subject matter is not unsurmountable. |

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| **Assessment focus** |  | **Band1** | **Band2** | **Band 3** |
| **Task 4c: Letter** | **0** | **1–2** | **3-4** | **5-6** |
| No rewardable content | The impact of the points demonstrates limited application of knowledge and skills (AO2)  Recommendations demonstrate limited application of knowledge and skills (AO2)  Justification of each recommendation demonstrates limited application of knowledge and skills (AO2) | The impact of the points demonstrates good application of knowledge and skills (AO2)  Recommendations demonstrate good application of knowledge and skills (AO2)  Justification of each recommendation demonstrates good application of knowledge and skills (AO2) | The impact of the points demonstrates comprehensive application of knowledge and skills (AO2)  Recommendations demonstrate comprehensive application of knowledge and skills (AO2)  Justification of each recommendation demonstrates comprehensive application of knowledge and skills (AO2) |

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| **Assessment focus** |  | **Band1** | **Band2** | **Band3** |
| **Task 4c: Letter (English skills)** | **0** | **1** | **2** | **3** |
| No rewardable content | The structure and clarity of the letter and its appropriateness for the non-legal audience are limited (A04a) | The structure and clarity of the letter and its appropriateness for the non-legal audience are good (A04a) | The structure and clarity of the letter and its appropriateness for the non-legal audience are effective (A04a) |

**Task 5a – Create a presentation**

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| **Task 5a** | **Indicative content**  **Chartered Legal Executives**   * Role: work of Chartered Legal Executive will vary depending on their specialism. Typical duties include litigation, researching and preparing cases, giving legal advice, assisting solicitors. Day-to-day legal work is similar to that of a solicitor. They will advise clients, explain complex legal matters, communicate and reach agreements with clients, analyse, research and summarise legal information, contact professionals on behalf of clients, liaise with fellow professionals * Qualifications - Legal Executives enable individuals to qualify without needing a degree. To qualify, individuals must complete the CILEX Professional Qualification (CPQ), which is split into three elements:   + **CPQ Foundation** which leads to accreditation as a CILEX Paralegal – this contains 5 mandatory modules (Professional and Legal Skills, Legal Systems, Contract Law, Law of Tort and Introduction to Property and Private Client); trainees are also expected to evidence competence through a Professional Experience portfolio as well as an Ethics and Professional Responsibility module. This will also be based on their practical experience   + **CILEX Advanced** for those handling cases at advanced paralegal level, including an additional Ethics and Professional Responsibility module. Trainees must also undertake a period of further professional development. There are four mandatory modules: Professional and Legal Skills, Dispute Resolution, Criminal Law and Litigation and Property and Conveyancing. Trainees must also take an optional module from: Business and Employment Law, Family Law and Practice or Wills, Probate and Private Client. Trainees will be required to evidence through the Professional Experience Portfolio. CILEX Advanced Paralegal meet all the attributes for CILEX Paralegals   + **CPQ Professional Stage** for those who want to be accredited as a full CILEX Lawyer in a chosen specialist area. Trainees will have completed the CILEX Foundation and CILEX Advanced, or be exempt, for example because they have passed the LPC (Legal Practice Course, which is undertaken by those who wish to become a solicitor). Trainees will undertake one mandatory module – Professional Skills – which is an assignment that they will work on alongside their study of one further modules. Further modules include: Criminal Litigation, Residential Conveyancing, Business and Commercial Law and Employment Law * Organisations in which they work: typical employers of Legal Executives include Private practice solicitors firms, local authorities, legal departments, industrial and commercial organisations * Membership of professional body: All Chartered Legal Executives must be a member of the Chartered Institute for Legal Executives.   **Benefits**   * Chartered Legal Executives: CILEX is considerably less expensive than pursuing a career as a solicitor and is less expensive for the client; there is little difference between the work of a Legal Executive and a solicitor, although their work is narrower in focus than a solicitor; Legal Executives specialise very early on in their career so they do not have a wider, holistic understanding of the law as compared to solicitors but are very specialised.   **Any other relevant point should be accepted.** |

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| **Assessment focus** |  | **Band 1** | **Band 2** | **Band 3** |
| **Task 5a: Presentation slides and speaker notes** | **0** | **1– 2** | **3-4** | **5-6** |
| No rewardable content | Information on the topic demonstrates limited application of knowledge and skills (AO2)  The benefits/outcomes presented demonstrates limited application of knowledge and skills (AO2) | Information on the topic demonstrates good application of knowledge and skills (AO2)  The benefits/outcomes presented demonstrates good application of knowledge and skills (AO2) | Information on the topic demonstrates comprehensive application of knowledge and skills (AO2)  The benefits/outcomes presented demonstrates comprehensive application of knowledge and skills (AO2) |

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| **Assessment focus** |  | **Band1** | **Band2** | **Band3** |
| **Task 5a: Presentation (Digital skils)** | **0** | **1** | 2 | **3** |
| No rewardable content | The presentation demonstrates limited application of appropriate digital visualisation and presentation techniques. (AO4c) | The presentation demonstrates good application of appropriate digital visualisation and presentation techniques. (AO4c) | The presentation demonstrates comprehensive application of appropriate digital visualisation and presentation techniques. (AO4c) |

**Task 5b – Delivery of presentation**

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| **Assessmentfocus** | |  | **Band1** | **Band2** | **Band 3** |
| **Task 5b: Delivery of presentation (English skills)** | **0** | | **1** | 2 | 3 |
| No rewardable content | | The delivery of the presentation is limited in fluency and clarity, and in use of language that is appropriate for the non-legal audience (AO4a) | The delivery of the presentation is good in fluency, clarity, and in use of language that is appropriate for the non-legal audience (AO4a) | The delivery of the presentation is predominantly fluent, clear, and in use of language that is appropriate for the non-legal audience (AO4a) |

**Task 6 – Complete a reflective account**

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| **Task 6** | **Indicative content**  Core skill 1: Research and analyse an area of law and legal principles and apply to a legal situation  Core skill 2: Convey information clearly to a legal and non-legal audience  Core skill 3: Work collaboratively as a member of a team  Core skill 4: Apply an ethical approach to your work  Core skill 5: Demonstrate compliance with appropriate professional regulations |

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| **Assessmentfocus** |  | **Band1** | **Band2** | **Band 3** |
| **Task 6: Reflective account** | **0** | **1–3** | **4–6** | 7 - 9 |
| No rewardable content | Limited review of how well they research and analyse an area of law and legal principles and apply to a legal situation to produce an outcome that meets the brief, partially supported with evidence from their project (AO5)  Limited review of how well they conveyed information clearly to a technical and non-technical audience tailored in a way that suits them to produce an outcome that meets the brief, partially supported with evidence from their project (AO5)  Limited review of how well they have worked collaboratively as a team to make recommendations that meet customer needs to produce an outcome that meets the brief, partially supported with evidence from their project (AO5)  Limited review of how well they have applied an ethical approach to your work to produce an outcome that meets the brief, partially supported with evidence from their project (AO5)  Limited review of how well they demonstrated compliance with regulations and codes of conduct to produce an outcome that meets the brief, partially supported with evidence from their project (AO5) | Good review of how well they research and analyse an area of law and legal principles and apply to a legal situation to produce an outcome that meets the brief, supported with evidence from their project (AO5)  Good review of how well conveyed information clearly to a technical and non-technical audience tailored in a way that suits them to produce an outcome that meets the brief, supported with some evidence from their project (AO5)  Good review of how they how well they have worked collaboratively as a team to make recommendations that meet customer needs to produce an outcome that meets the brief, supported with some evidence from their project (AO5)  Good review of how well they have applied an ethical approach to your work to produce an outcome that meets the brief, supported with some evidence from their project (AO5)  Good review of how well they demonstrated compliance with regulations and codes of conduct to produce an outcome that meets the brief, supported with some evidence from their project (AO5) | Comprehensive review of how well they research and analyse an area of law and legal principles and apply to a legal situation to produce an outcome that meets the brief, fully supported with evidence from their project (AO5)  Comprehensive review of how well they conveyed information clearly to a technical and non-technical audience tailored in a way that suits them to produce an outcome that meets the brief, fully supported with evidence from their project (AO5)  Comprehensive review of how well they have worked collaboratively as a team to make recommendations that meet customer needs to produce an outcome that meets the brief, fully supported with evidence from their project (AO5)  Comprehensive review of how well they have applied an ethical approach to your work to produce an outcome that meets the brief, fully supported with evidence from their project (AO5)  Comprehensive review of how well they demonstrated compliance with regulations and codes of conduct to produce an outcome that meets the brief, fully supported with evidence from their project (AO5) |