



BFA706
Business Law

Semester 1 2009

School of Accounting and Corporate Governance

Faculty of Business

Unit Outline

Monique Blackman

CRICOS Provider Code: 00586B

Contact details

Unit Coordinator, Hobart Lecturer and Tutor

Monique Blackman BSc-LLB, GradCertLegalPrac
Email: mknevelt@utas.edu.au
Location: Hobart Campus, Commerce Building
Telephone: Home 62251936
Facsimile: 6226 7845
Mobile phone 0431662665

Consultation hours: To be advised

Contents

Unit description	2
Learning outcomes	2
Learning Outcomes/Generic Graduate Attributes Matrix	3
Learning resources required	4
Details of teaching arrangements	6
Occupational health and safety (OH&S)	8
Unit Schedule – BFA706 Semester 1, 2009	9
Learning expectations and strategies	11
Specific Attendance/Performance Requirements	12
Assessment Details	12
How your final result is determined	16
Requirements for Assignments	16
Submission of assignments	17
Requests for extensions	17
Penalties	18
Academic referencing	18
Plagiarism	19
Further information and assistance	19
Appendix to Unit Outline	21

Unit description

This unit covers a wide range of interesting legal topics and teaches students how to analyse and solve legal problems which is essential to those wishing to work in the Accounting Profession. The subject is a necessary foundation for subjects such as Corporate Law & Regulation and Australian Tax Law.

Topics include; how law develops and changes; the sources of law in Australia; how to read and understand legislation and decided cases; business organisations; the nature and purpose of contract law; the essential components in a contract, how to analyse and understand the terms contained in contracts; how contracts are enforced if there is a breach of contract; circumstances in which contracts might be avoided; liability in tort law for injury or loss caused to other people or their property; agency and consumer law.

Campus & Mode

BFA706 is delivered face-to-face on-campus in Hobart.

Learning outcomes

On completion of this unit, you should be able to:

1. Recognise, within the context of the Australian legal system, the various sources of law, the role of Parliament and the Courts in creating law;
2. Know what is meant by a legal contract and identify its essential components, how a contract can be ended and the remedies available for breach of contract;
3. Understand how terms can be implied or added to a contract via legislation and common law;
4. Identify legislation that provides consumers with protection when purchasing goods and services from both individuals and corporations;
5. Recognise the legal concept of 'negligence' and its role in providing protection to consumers;
6. Identify various business structures, such as sole traders, partnerships and companies;
7. Recognise the role of agents and agency law in the context of business law; and

Process objectives – on completion of this unit, you should be able to:

8. Access up to date legislation and case law, at both a state and federal level in order to identify what law applies to a particular set of facts or circumstances;
9. Locate legislation that provides consumers with protection when purchasing goods and services from both individuals and corporations;
10. Apply your legal knowledge to a factual situation in order to provide possible solutions to a legal issue.

Generic graduate attributes

The University has defined a set of generic graduate attributes (GGAs) that can be expected of all graduates (http://www.learningsupport.utas.edu.au/generic_attributes.html)
By undertaking this unit you should make progress in attaining the following attributes:

Knowledge: explain basic contract law concepts through research and the application of contract law information.

Communication skills: write and speak coherently on contract law issues.

Problem-solving skills: interpret scenarios, identify relevant contract law issues and use contract law knowledge to justify your answers.

These generic graduate attributes are integrated in each and every assessment task in the unit.

Learning Outcomes/Generic Graduate Attributes Matrix

Assessment task 1	Assignment 1 (Written)				
Assessment task 2	Assignment (Oral Presentation)				
Assessment task 3	Assignment 2 (Written)				
Assessment task 5	Final Examination				
Learning Outcomes:					
	Learning outcome 1	√	√	√	√
	Learning outcome 2	√	√	√	√
	Learning outcome 3	√	√	√	√
	Learning outcome 4	√		√	√
	Learning outcome 5	√		√	√
	Learning outcome 6	√	√	√	√
	Learning outcome 7	√		√	
UTas Generic Graduate Attribute					
	Knowledge	√	√	√	√
	Communication skills	√	√	√	√
	Problem-solving skills	√	√	√	√
	Global perspective				
	Social responsibility				

Matrix adapted from Unit Outline, Faculty of Business, University of the Sunshine Coast 2003

Learning resources required

Requisite texts

You must have ready access to the prescribed textbook that is available from the University Co-op Bookshops.

Sweeney, B. & O'Reilly J. 2007, *Law in Commerce*, 3rd Ed, LexisNexis Butterworths, New South Wales.

Recommended reading

Goldwasser, V. 2007, *Mastering Business Law*, LexisNexis Butterworths, Australia.

Fleet, W., Summers, J. and Jones, B. 2006, *Communication Skills Handbook for Accounting*, 2nd ed, John Wiley & Sons, Brisbane (may assist you in both written and oral assignments).

Other Learning Resources

PowerPoint slides for weekly lectures will be made available on MyLO (discussed later in this Unit Outline). At the discretion of the Unit Coordinator, other materials may also be made available on MyLO.

Internet Websites and References (searching the net)

Some internet websites may be of use to you in your studies. If you find additional useful websites to those below, please forward details of the links to the Unit Coordinator via e-mail: mknevelt@utas.edu.au

The most authoritative website to access consolidated (i.e. current) Commonwealth legislation is: <http://www.comlaw.gov.au> If you have difficulty using ComLaw, you can also try its predecessor website <http://scaleplus.law.gov.au> but this is no longer kept up to date.

Tasmanian legislation may be accessed at: <http://www.thelaw.tas.gov.au>

Commonwealth and State legislation and some cases may also be accessed through the following site provided by the Australasian Legal Information Institute at: <http://www.austlii.org>

The Morris Miller Library (MML) and Law Library in Hobart and the Launceston Library have many resources. Check the relevant library for more details. You may contact the library online at: <http://www.utas.edu.au/library/>

Some of the library services may require login addresses and passwords. Check with the library for these details.

Another useful site is the Australian Competition and Consumer Commission (ACCC) site at <http://www.accc.gov.au> It is particularly useful in relation to the *Trade Practices Act 1974* (Cth) and also has some helpful 'Links' to other sites, including Commonwealth and State Government sites such as, *Tasmanian Consumer Affairs and Fair Trading*.

MyLO

General

MyLO is an internet service that has been adopted by the University and will be used in this unit. MyLO may be accessed on computers in computing laboratories at the University or on your computer at home or at work. Information about accessing and using this service, about required computer specifications and frequently asked questions, and about how to get help if you experience difficulties, is available at the following University website: <http://www.utas.edu.au/coursesonline>

You are strongly advised to visit this site and become familiar with the features of MyLO, especially if you have not used it before. You will probably be using it in other units that you are studying as well. Here are some important points about accessing our web site:

Access to MyLO

You can access your MyLO course from the Student Page on the University's web site: **Current Students** ↙ **LOGIN MyLO@UTAS** or go directly to the web address noted above:

- Enter your email POP account "Username" (for example, dsmith) and your "Password". These are identical to the pop account/email username and password that you are given with your enrolment confirmation form. If you forget your pop account username, contact the Help Desk (see below under 'getting assistance with MyLO). Both MyLO and e-mail passwords must remain the same. If you are going to change your password, change your e-mail password first.
- When you enter your user name and password, click on OK and choose "BFA706" from the list of units (subjects) in which you are enrolled. [NOTE: Another box may periodically appear when using the University network which asks you to verify your user name & password, this is simply a security device – enter your password when asked & click OK].
 - MyLO will automatically check that your browser is properly configured. If the MyLO 'browser checker' window appears – scroll down to make sure you have a tick in each area shown – then close the window.
- From the Unit's homepage click on the area you wish to access e.g. "Unit Information". A table of contents will appear on the left hand side of your screen. Scroll through the list until you find what you want & click the underlined topic.

For MyLO

To access MyLO from your own computer you will need the appropriate software, and hardware to run that software. See *Learning Online* at <http://uconnect.utas.edu.au> for computer software you will need.

Note: Older computers may not have the hardware to run some of the required software applications. Contact your local IT support person or the Service Desk on 6226 1818 if you experience difficulties.

For further information on using MyLO self help sheets can be accessed at: <http://www.utas.edu.au/coursesonline/MyLO-Support.htm>

Details of teaching arrangements

General

In nearly all teaching weeks of the Semester there will be a **two (2) hour Lecture** and a **one (1) hour Tutorial**. The only three (3) exceptions are that in:

- Week 1 there is only a lecture – you **must** attend this lecture as tutorial times will be arranged. You will then be advised on MyLO as to your tutorial time;
- *Self-Directed Learning Week* (see later, Week 9) there is no lecture or tutorial;
- *Week 13* – there is a lecture/problem solving exercise only.

The topics to be covered week-by-week are as shown in the Unit Schedule later in this Outline. You must read the relevant chapters of the prescribed texts, probably several times. Refer to the additional texts listed as '*Recommended*' above if you have difficulty understanding any parts of the text, Sweeney and Riley, or if you are completing an assignment. Ask questions of your tutor and discuss topics with fellow students when appropriate, noting the very strict rules regarding plagiarism (see below).

Lectures

A weekly 2-hour lecture will be used to introduce the various topics that we will cover in the unit. The Unit Schedule later in this Unit Outline gives you the weekly program of lecture topics.

PowerPoint slides for the weekly lectures will be made available on MyLO. Do not expect to learn all you need to know by just attending lectures. It is what you do before and after the lectures and tutorials that really consolidates your knowledge. NOTE that there is NO lecture in the '*Self-Directed Learning Week*' (discussed later in this Unit Outline).

Tutorials

Tutorials are designed to develop your skills in applying the legal knowledge you have gained from lectures and private study and being able to condense a large quantity of legal information into a manageable summary that provides the most important points without unnecessary detail. Come along to all tutorials prepared to answer questions from the tutor and to ask questions of the students who will be presenting their tutorial assignment orally to the class (see later). Take every opportunity to interact with the presenter, other students and the tutor. This will help

you to gain understanding and develop important skills. The Tutorial Program will be discussed in detail shortly. NOTE that there is NO tutorial in the '*Self-Directed Learning Week*' (see later) and no tutorial in Week 13.

Tutorial allocation

Students will nominate preferred tutorial times in the first lecture. Tutorials will then be allocated and tutorial lists posted on MyLO by the start of Week 2 of Semester indicating tutorial times and locations.

Self-Study – Your Commitment

As stated earlier, most of your learning will be done independently and away from the lecture theatres. This is a feature of a reflective approach to learning and will be achieved through your reading and written work. Your attempts at the tutorial and assignment questions are the most important of all learning activities so you must allocate sufficient time to doing them. Answering the questions will help you to:

- develop your legal problem solving skills;
- discover where you have learning difficulties;
- keep up with the pace of lectures; and
- be prepared for tutorials and the examination.

Complete the answers to the questions conscientiously so that you can find out where your difficulties lie. Because these are learning activities, we expect you to make some mistakes but help from the lecturer should resolve many problems. Ask your lecturer for help. Do not leave major areas of difficulty until the end of the semester.

Private study can be more effective if you work with a friend or an informal study group. Your private study needs not be a solitary experience, though when it comes to assignments, note the very strict rules regarding plagiarism (see below).

Self-Directed Learning Week

To help you develop your private study and research skills and get the most out of studying this unit, a '*Self-Directed Learning Week*' without lectures or tutorials has been set aside in Week 9 of Semester 1. The objectives of this Week are as follows:

- Provide you with a topic that would otherwise be covered in lectures and tutorials and ask you to research and study it yourself, making use of the texts and other resources.
- Require you to revise the topics that have already been covered in previous lectures and tutorials.
- Enable you to prepare for forthcoming assessment tasks (i.e. give you time to complete your Assignment 2 which is due the Friday of this week and involves material covered in the independent study week (Business Organisations))

Further information about the '*Self-Directed Learning Week*' can be found in Part 2.7 of the Faculty's **Guide for Students** at <http://www.utas.edu.au/accg/studentres.htm>

Occupational health and safety (OH&S)

The University is committed to providing a safe and secure teaching and learning environment. In addition to specific requirements of this unit you should refer to the University's policy at: http://www.admin.utas.edu.au/hr/ohs/pol_proc/ohs.pdf

Unit Schedule – BFA706 Semester 1, 2009

Week No.	Week Starts Monday	Text* Chapter	Lecture Topics	Tutorial
1	23/2	1	Lecture 1 (a) General Introduction and Welcome (b) The Legal System and the Administration of Law: Sources of Law; Legal Procedure; The Federal System; Interpretation of Statutes; Doctrine of Precedent. (c) Allocation of tutorials and Icebreaker	
2	2/3	5	Lecture 2 The Law of Contract: (a) Formation of the Contract; (b) Intention to Create Legal Relations; (c) Legal Capacity; (d) Consideration	1 Group exercise
3	9/3	4	Lecture 3 The Law of Contract: Agreement; Offer and Acceptance Assignment 2 handed out Tutorial 2 –first student presentations commence ➤ Part 1- On the material covered in Lecture 2 (c) ➤ Part 2 – On the material covered in Lecture 2 (d)	2 Individual presentations commence
4	16/3	2	Lecture 4 Liability for defective products and liability for misrepresentation and unfair commercial conduct; (a) Liability for Negligence; (b) The Trade Practices Act;	3
5	23/3	3	Lecture 5 Liability for misrepresentation and unfair commercial conduct (a) Misrepresentation (b) Fraud (c) Negligent Malpresentation (d) Misleading or deceptive conduct (e)Unconscionable transactions	4

6	30/3	6	Lecture 6 The Law of Contract Contents of the Contract Express Terms of the contract	5
7	6/4	7	Lecture 7 The Law of Contract: Implied Terms of the contract	6
	9th– 15 th April		Easter Break – no lectures and no tutorials	
8	20/4	9	Lecture 8 The Law of Contract: The End of the Contract: Discharge and Remedies.	7
9	27/4	11, 14	Lecture 9 Business Organisations - Partnerships and Trusts Self Directed Study Week – No BFA706 lectures or tutorials <i>Written Assignment 2 due 5pm, Friday 1st May September 2009</i>	
10	4/5	10	Lecture 10 Agency	8
11	11/5	8	Lecture 11 Contracts for the Sales of Goods (a) Consumer contracts (b) Non-consumer contracts (c) The implied terms	9
12	18/5	12-13	Lecture 12 Company Law	10
13	25/5		Lecture 13 Examination Comment and problem solving tutorial	11

* **Note:** Chapter reference is to the prescribed text, Sweeney & O'Reilly. 2007, *Law in Commerce*, 3rd Ed

Learning expectations and strategies

Expectations

Business students are faced with the challenge of developing technical skills as well as developing their independent learning skills as required by the business community and by the associated professional bodies. The process of “learning to learn” is nurtured by the University of Tasmania through learning activities that empower and enable students to undertake their own learning. The University’s aim is to change students from being passive recipients to active participants.

The enabling process occurs as a result of developing generic learning skills, problem-solving and communication skills, and by fostering appropriate learning attitudes, such as a willingness to initiate action, accept alternative points of view and to understand personal limitations.

You are therefore expected to take responsibility for your own learning. To maximise the benefit that you can derive from this unit it is crucial that you thoroughly prepare for the weekly classes by carefully studying all the appropriate readings and formulating questions on matters with which you are experiencing difficulty. If you miss any timetabled session, it is YOUR responsibility to obtain any information that you have missed.

Further information about the Faculty of Business’s philosophy on teaching and learning is set out in the *Faculty’s Guide for Students* which is available on BFA706 MyLO site and at the School of Accounting and Corporate Governance School website at: <http://www.utas.edu.au/accg/studentres.htm>

The University is committed to high standards of professional conduct in all activities, and holds its commitment and responsibilities to its students as being of paramount importance. Likewise, it holds expectations about the responsibilities students have as they pursue their studies within the special environment the University offers.

The University’s Code of Conduct for Teaching and Learning states:

Students are expected to participate actively and positively in the teaching/learning environment. They must attend classes when and as required, strive to maintain steady progress within the subject or unit framework, comply with workload expectations, and submit required work on time.

Strategies

Although you are expected to take responsibility for your own learning, you are not on your own. If you need additional information refer to the Teaching & Learning website: <http://www.utas.edu.au/learndev/>

One strategy that should help you achieve excellent results is that of organising your time so that you spend between 10 to 12 hours a week studying this unit, such as:

Activity	Per week
<i>Class contact – lectures and tutorials</i>	<i>3 hours</i>
<i>Reading before class</i>	<i>2 hours</i>
<i>Consolidating material after class and practicing exercises</i>	<i>3 hours</i>
<i>Preparing for class, assessments and the exam</i>	<i>4 hours</i>

It is strongly advised you work through the assigned problems *prior to* your tutorial in order to participate actively and confirm your understanding of the various topics.

Specific Attendance/Performance Requirements

You are expected to attend lectures and tutorials. You must achieve an overall mark of at least 50 per cent AND have completed and submitted each item of assessment to pass the unit.

Assessment Details

Assessment Schedule

Assessment Task	Due Date	Length	Percentage Weighting
Written Assignment 1	As nominated by your Lecturer in Tutorial 1 and commencing from Tutorial 2	1750 words	10%
Oral Presentation part of Assignment 1	As above	15-20 mins	10%
Appropriateness of the 5 questions asked during the presentation			5%
Written Assignment 2	5pm Friday 1 st May 2009	1750 words	15%
End of Semester Examination	During exam period	3 hours + 15 min reading time	60%
			100%

Details of Assignment Tasks

Tutorial Program: Written Assignment 1 and Oral Presentation

Due Date: The written assignment can be handed in to the lecturer on the day that you have been nominated to do your oral presentation in your nominated tutorial class (see later),

Length: 1750 words maximum [for Part (a) and Part (b) combined].

Marks: Written (10 marks) + Oral Presentation (15 marks) = Total 25 marks.

Links to Unit's Learning Outcomes: 1, 2, 3, 4, 5, 6 & 7

Task Description:

Tutorials are held weekly commencing in Week 2 of Semester 1 (week starting 2nd March) and ending in Week 13. Tutorials are designed to promote informed discussion of legal issues. It cannot be too strongly emphasised that the preparation of answers to these questions and the exploration (through class discussion) of issues which they raise will play a crucial role in developing your understanding of this unit.

Topic: In the first tutorial you will be allocated one of the questions marked '*Individual Presentation – Assignment Question*' in the Appendix to the Unit Outline. You must write up the WHOLE assignment question you are nominated (i.e. BOTH parts (a) and (b)).

Submission of Written Assignments:

A typed assignment covering the whole of your allocated question, i.e. Part (a) AND Part (b), is to be submitted by EACH student.

Follow the specific instructions relating to *Requirements for Assignments* and *Submission of Assignments* that are provided later in this Outline.

Individual Oral Presentations:

When you are allocated your '*Individual Presentation – Assignment Question*' in the first tutorial, your tutor will give you part of the Question, EITHER Part (a) OR Part (b), to present as your ORAL presentation in the corresponding tutorial.

Depending on the number of students in a tutorial it may be necessary to allocate more than two students to present some questions. Oral presentations commence in Tutorial 2 (i.e. Week 3) and end in Week 12.

Guidelines for Oral Presentation:

For the purposes of the ORAL presentation, EACH assignment presenter (of Part (a) or Part (b) as the case may be) is allowed a *maximum of 20 minutes* inclusive of the explanations, responses to questions and/or clarifications to be provided.

Questions asked during the oral presentation

During the presentation you MUST ask at least 5 questions during or after your presentation and you will be given 5 marks based on the appropriateness of these questions to generate tutorial discussion and effectiveness of developing an understanding of the topic

The purpose is to test the presenter's understanding of the material presented and other related aspects and to focus the attention of the tutorial group on some important principles.

You are also encouraged to involve the tutorial class members in your presentation by quizzes, role-playing exercises, the use of appropriate visual aids, etc.

Do NOT just read your written paper; make the main points and involve the rest of the group in the presentation (see Class Participation below).

The tutorial assessment form that will be used to mark your Written Assignment 1 and oral presentation will be placed on MyLO so you can see in advance the criteria upon which you will be assessed.

This exercise will be conducted in such a way as not to disadvantage students from an overseas background where English is taught and learnt as a second language.

Class Participation in Tutorials:

The *Questions for General Discussion* and the *Assignment Questions for Individual Presentation* generally relate to lecture materials covered in the previous week and may include material from earlier lectures where relevant. It is intended that knowledge and familiarity with lecture materials previously covered will be reinforced by student presentations and discussion.

The individual students presenting assignments are required to give an oral presentation to the tutorial class providing information to answer the assignment question. However, ALL STUDENTS are required to have knowledge of the answer to the question as it forms part of the 'Questions for Discussion' to be considered at each tutorial meeting.

Tutorials without a Nominated Student Presentation:

In Tutorials where there are no students orally presenting the relevant 'Question for Discussion/Presentation', ALL students in the Tutorial are required to prepare an answer to the question and come along to the Tutorial prepared to participate in discussion of the answer(s).

Written Assignment 2

Due Date: 5pm Friday 1st May 2009.

Length: 1750 words.

Marks: 15 marks.

Links to Unit's Learning Outcomes: 1, 2, 3, and 6.

Task Description:

A written assignment and its assessment criteria will be posted on MyLO and a hard copy distributed in your lecture for you to complete in accordance with its instructions. Also see the *Requirements for Assignments* and *Submission of Assignments* later in this Outline.

Examination

Scheduled Date and Place of Examination:

Your final examination for this unit will be held during the scheduled examination period as advised by the University, see:

<http://www.utas.edu.au/keydates/2009dates.html>

Most exams are held during working hours, usually between 9.00 a.m. and 5.00 p.m., Monday to Saturday. The University will release the Semester 1 examination timetable, giving information including the exact dates and times of your examinations on Friday 8th May 2009.

Marks: 60 marks.

Links to Unit's Learning Outcomes: 1, 2, 3, 4, 5, 6 & 7.

Task Description:

You must sit a THREE (3) hour + 15 min reading time closed-book examination. The purpose of the examination is to ascertain the extent to which you have developed an understanding of the principles of law with which the unit is concerned, capacity to apply those principles and the ability to communicate this in writing.

You will be required to answer any FOUR (4) of the questions on the examination paper. Questions may be divided into two or more parts in which case all parts must be attempted.

Copies of 'Past Examination Papers' will be placed in the "*Unit Information*" area of MyLO. You should refer to past papers when studying for the Final Examination in this unit. In the course of carrying out your revision and study, it is a useful exercise to select questions from past papers and prepare model answers for them.

Further information regarding the examination will be provided to you at the end of Semester.

How your final result is determined

To obtain a pass or better in this unit, you must submit all coursework. Your final result is determined by adding your marks for all assignments and you must obtain 50% or more of the total marks available.

Requirements for Assignments

In preparing and submitting your assignments you should follow the guidelines contained in the *Guide for Students* issued by the Faculty of Business <http://www.utas.edu.au/accg/studentres.htm> which is available on MyLO, and the following specific instructions:

Assignments must be typed in 11-point Times New Roman font and be easily read. Number every page in the bottom right corner.

Written assignments must be no more than 1750 *words in length*. Do NOT exceed the specified number of words as doing so will result in being penalised by a deduction of marks (see later in this Outline). If using Microsoft Word use the 'Tools' – 'Word Count' function: do NOT include footnotes or endnotes or your References listed at the end of your assignment).

Marks will also be deducted for late assignments (see later in this Outline).

At the start of any problem question where you are asked to advise (eg. tutorial questions, part (b)), include a disclaimer making it clear that you are not a lawyer.

Legal Referencing

Include references throughout, cited correctly with a consistent format, including the page and if applicable, paragraph number wherever you have used a text. The best method of legal referencing is by inserting footnotes where, for cases, the full citation should appear eg. *Brown v Jones* (1999) 27 ALR 61 [See below]. Each assignment should contain a full list of References at the end, including (as relevant):

- Bibliography (all texts used);
- Table of Legislation;
- Table of Cases; and
- Table of Web Citations.

Cite primary sources (eg. legislation sections, case citations) in preference to secondary and tertiary sources, eg refer to the legislation rather than the text as the source of your information. When citing primary sources such as legislation the year of enactment should be in italics but not the jurisdiction. Jurisdiction in this context refers to the Parliament enacting the legislation (eg. Commonwealth (Cth), Tasmania (TAS), New South Wales (NSW)). Legislation should be set out in full when first cited, but can be followed by an abbreviated version in brackets for subsequent use, eg.

- *Trade Practices Act 1974* (Cth) [TPA];
- *Partnership Act 1891* (TAS) [PA (TAS)].

When referencing cases the title to the case should be in italics but not the year nor the rest of the citation eg.

- *Donoghue v Stevenson* [1932] AC 562;
- *Burnie Port Authority v General Jones Pty Ltd* (1994) 179 CLR 520.

Assessment Criteria

Assignments will be marked on presentation and syntax, compliance with instructions (such as above) and substance including: coherence and logical structure; correct identification of the relevant issues and law; correct application and use of case law, statutory principles and other relevant information; depth of analysis and comprehensive referencing.

Submission of assignments

Assignments are required to be submitted as detailed in the Faculty's *Guide for Students*. For example, you must staple to the front of your Assignment the *Assignment Cover Sheet*, completed, signed and dated by you. These are available at the BFA706 MyLO site or <http://www.utas.edu.au/accg/studentres.htm>. Assignments without a *signed* cover sheet *will not be marked*.

On the *Assignment Cover Sheet*, at 'Assignment Title' write the Assignment Number and, for Assignment 1, the relevant Tutorial Question No. (Not the Week No.), as set out in the Appendix to this Outline.

Below 'Campus', write 'Word Count' and insert your exact number of words (use the 'Tools' – 'Word Count' function if using Microsoft Word: do NOT include footnotes or endnotes or your References as listed at the end of your assignment).

Assignment 2 must be submitted via the School of Accounting and Corporate Governance assignment box, Level 5, Commerce Building, Hobart campus.

Assignment 1 can be handed to the lecturer on the day of your oral presentation.

Requests for extensions

Consistent with the Faculty's policy on late submission, extensions of time will only be granted on medical or compassionate grounds. They will not be granted because of work or other commitments. Requests for extension must be made to the unit coordinator in writing on the School's Application for Late Submission Form available at <http://www.utas.edu.au/accg/studentres.htm> or on MyLO before the due date of the assignment. Medical certificates or other evidence, which supports the application, must be attached and must contain information which justifies the extension sought.

Penalties

Over-length Work

If you submit over-length work you will be asked to resubmit the work within 48 hours. There will be an automatic 10% penalty of available marks and 10% for each day that you are late in resubmitting.

Late Submission of Continuous Coursework

Coursework that is not handed in by the agreed completion date will incur a penalty of 10% of the available marks for each day, or part day, the assignment is late.

Review of results and appeals

You may request a formal remark of your original submission (in accordance with Rule of Academic Assessment 2, Clause 22.1). Under the Rule of Academic Assessment 2, clause 23, you may also request a review of your final result in a unit.

For further information see:
http://acserv.admin.utas.edu.au/complaints_checklist.html

Academic referencing

In your written work you will need to support your ideas by referring to scholarly literature, and other sources of information such as the accounting regulatory bodies. It is important that you understand how to correctly refer to the work of others and maintain academic integrity. Failure to appropriately acknowledge the ideas of others constitutes academic dishonesty (plagiarism), a matter considered by the University of Tasmania as a serious offence.

The appropriate referencing style for this unit is the Harvard referencing method. In addition to the *Faculty Guide for Students*, you are encouraged to read Fleet, W, Summers & Smith, B. (2006), *Communication Skills Handbook for Accounting*, which provides detailed information about using the Harvard referencing system. Further information on presentation of assignments, including referencing styles is available at: <http://www.utas.edu.au/library/assist/gpoa/gpoa.html>

You can also access information about the referencing style used in this unit in the *Faculty of Business Guide for Students* available from the School's website - <http://www.utas.edu.au/accg/studentres.htm>.

For information on presentation of assignments, including referencing styles:

<http://www.utas.edu.au/library/assist/gpoa/gpoa.html>

Please read the following statement on plagiarism. Should you require clarification please see your unit coordinator or lecturer.

Plagiarism

Plagiarism is a form of cheating. It is taking and using someone else's thoughts, writings or inventions and representing them as your own; for example, using an author's words without putting them in quotation marks and citing the source, using an author's ideas without proper acknowledgment and citation, copying another student's work.

If you have any doubts about how to refer to the work of others in your assignments, please consult your lecturer or tutor for relevant referencing guidelines, and the academic integrity resources on the web at <http://www.academicintegrity.utas.edu.au/>

The intentional copying of someone else's work as one's own is a serious offence punishable by penalties that may range from a fine or deduction/cancellation of marks and, in the most serious of cases, to exclusion from a unit, a course or the University. Details of penalties that can be imposed are available in the Ordinance of Student Discipline – Part 3 Academic Misconduct, see <http://www.utas.edu.au/universitycouncil/legislation/>

The University and any persons authorised by the University may submit your assessable works to a plagiarism checking service, to obtain a report on possible instances of plagiarism. Assessable works may also be included in a reference database. It is a condition of this arrangement that the original author's permission is required before a work within the database can be viewed.

For further information on this statement and general referencing guidelines, see <http://www.utas.edu.au/plagiarism/> or follow the link under 'Policy, Procedures and Feedback' on the **Current Students** homepage.

Further information and assistance

If you are experiencing difficulties with your studies or assignments, have personal or life planning issues, disability or illness which may affect your course of study, you are advised to raise these with your lecturer in the first instance.

There is a range of University-wide support services available to you including Teaching & Learning, Student Services, and International Services. Please refer to the **Current Students** homepage at: <http://www.utas.edu.au/students/>

Should you require assistance in accessing the Library visit their website for more information at <http://www.utas.edu.au/library/>

If you have a problem...

- of an administrative nature (eg tutorial allocation), see the lecturer

- of an academic nature, please ask questions during workshop sessions. For individual assistance, you are encouraged to see your unit coordinator during "consultation hours"
- if you have problems using MyLO, contact the service desk:

Website: <http://www.utas.edu.au/servicedesk/student/index.html>
 Telephone: 6226 1818
 Email: servicedesk@utas.edu.au

- if you have any concerns in relation to this unit, then in the first instance you should discuss the matter with your lecturer. However, if you do not feel comfortable approaching your lecturer, or if you have a discussion with your lecturer and are not satisfied with the outcome, then you are encouraged to contact the Ombudspersons listed below, who also teach in the School of Accounting & Corporate Governance.

Mr Peter Collett
 Room: 502, Faculty of Business
 Building, Hobart
 Ph: (+61 3) 6226 2192
 email: Peter.Collett@utas.edu.au

Ms Sue Conway
 Room D111
 Launceston
 Ph: (+61 3) 6324 3068
 email: Susan.Conway@utas.edu.au

Discussions with the ombudsperson will be kept in the strictest confidence. If you wish to pursue the matter further, they will provide advice as to how this can be done. The University also has formal policies, which can be accessed at: http://www.admin.utas.edu.au/ac_serv/complaints_info.html

Students with Disabilities –University & Faculty Equity Plans

Goal 1 of the University of Tasmania Equity Plan provides for: “An inclusive teaching and learning environment that values diversity, supports the pursuit of academic excellence and produces high quality education and employment results for all students and staff”. The Faculty of Business Equity Plan facilitates the University Plan at an operational level and has developed an ‘Action Plan’. The Action Plan for Goal 1 lays down procedures to ensure that all students, including those with disabilities, have equal access to lecture and course materials. The School of Accounting & Corporate Governance complies with these procedures.

Appendix to Unit Outline

After Lecture 1 - Wednesday 25th February 2009

Immediately following the lecture, arrangements will be made to allocate you into a tutorial group

The lecturer will post the tutorial allocation on MyLO. You are to attend on the day allocated to you. Tutorials will commence in the second week of semester; week starting Monday the 2nd March 2009

Tutorials will be held either on Tuesday mornings at 9am, 10am, 11am or Wednesday at 4.10pm.

Questions for Tutorials and Assignment 1

Tutorial 1 (Week 2 of Semester, the week commencing 2nd March 2009)

In this tutorial students will be allocated a topic for presentation and submission of the Assignment 1 Questions to be presented in tutorials.

Questions are listed below and marked “*Individual Presentation Assignment Topic*”. In the remaining tutorial time the “*Questions for General Discussion*” will be discussed by students with the assistance of the lecturer.

Every student is required to prepare and be ready to discuss short answers to each question. The tutor will ask questions of students.

Questions for General Discussion

- a What is meant by “the rule of law”?
- b What are the primary sources of Australian law?
- c What do you think is meant by the term “commercial transaction”?
- d Can you think of three commercial transactions that you entered into during the last year?

Tutorial 2 (Week 3 of Semester, the week commencing 9th March 2009)

Individual Presentation - Assignment Question

Please note in this tutorial there are two parts – students will be allocated topics from either Part 1 or Part 2 (there may be, therefore, 4 student presenters in this tutorial)

PART 1

- a “It is essential to the creation of a contract that the parties intend their agreement to be binding in the sense of being enforced by a Court. In most instances the parties will make no express reference to this requirement. Therefore the courts must construe the intention of the parties by using the objective test: After considering all the relevant circumstances, would a reasonable person conclude that the parties had intended to contract”. Page 197 Law in Commerce, Sweeney and O’Reilly 2007

Please discuss

- b The Gate Gourmet group of companies are one of the world’s largest suppliers of airline catering services. The group is centred in Switzerland. In 1999 the group set up an Australian subsidiary, Gate Gourmet Holdings Pty Ltd (AusGate), to supply catering services to Ansett Airlines. As AusGate had no assets and as its directors were therefore concerned about AusGate incurring debts (for which in Australia the directors could be held personally responsible), AusGate’s directors asked for, and the parent group supplied, the following letter of support to the directors of AusGate:

This is to confirm that the parent entity, Gate Gourmet Holding AG, will provide the financial support that may be necessary to enable Gate Gourmet Holdings Pty Ltd and its controlled entities to meet its financial commitments as and when they fall due.

This letter of support will not be withdrawn before Gate Gourmet Holdings Pty Ltd and its controlled entities have sufficient means to meet their obligations without the support of the parent entity. On the basis of the letter AusGate opened finance facilities with a number of banks and incurred other debts. In 2001 Ansett went into liquidation. At this point the parent group of companies made it known that the letter of support would not be honoured.

AusGate then went into liquidation. The liquidator sought to enforce the letter of support against the parent group of companies.

See *Gate Gourmet Australia Pty Limited (in liquidation) v Gate Gourmet Holding AG & Ors* [2004] NSWSC 149.

Required:

Advise the liquidator as to whether the letter is enforceable?

In your answer refer to relevant legal principles and cases. Do not refer to legislation.

PART 2

- a
- ii Define consideration, citing a case authority.
 - ii What form of contract does not require consideration? List three (3) examples of a form of contract that does not require consideration.
 - iii List the five (5) common law rules which set out the operation of the doctrine of consideration. Cite relevant cases for the rules.
- b
- Jacob has several outstanding debts, including
- \$50,000 owing to Ashby ;
 - \$10,000 owing to Barbara ;and
 - \$5,000 owing to Colin.

Jacob pays Ashby the sum of \$25,000 on the understanding that Ashby will not make any claims against him (Jacob) for the balance of the \$50,000 debt. Ashby agrees to this arrangement in writing. Later Ashby suffers severe financial pressure and decides to claim the balance of the debt owing by Jacob.

Yolande, a friend of Jacob, pays Barbara the sum of \$2,500 on the understanding that Barbara will not make any claims against Jacob for the balance of the \$10,000 debt. Later Barbara is suffering severe financial hardship and decides to claim the balance of the debt owing by Jacob.

Colin agrees to accept a sweepstake ticket in the Melbourne Cup in settlement of the debt. Later Colin thinks that the ticket was not sufficient and wants repayment of half the \$5,000 debt in addition to the ticket.

Required

Advise if Ashby, Barbara and/or Colin would be successful in seeking the remaining money from Jacob?

Tutorial 3 (Week 4 of Semester, the week commencing 16th March 2009)

Individual Presentation - Assignment Question

- a
- “Offer is a term widely used by the community. It is also a term that has a specific meaning in contract law. The common meaning and the legal meaning do not always coincide. At law an ‘offer may be described as the indication by one person to another of his willingness to enter into a contract with him on certain terms’ “Page 164 *Law in Commerce*, Sweeney and O’Reilly 2007

Please discuss.

- b
- Aquata Pty Ltd recently introduced a new model canoe. It was called the “Unsinkable Super Aquata”. Aquata placed an advertisement in the Melbourne Daily News, a metropolitan newspaper, offering to pay \$50,000 to the first

person to use the “Unsinkable Super Aquata” to canoe between Sydney and Melbourne and back.

Chin saw the advertisement and purchased an “Unsinkable Super Aquata” canoe specifically with the intention of competing for the \$50,000 prize. Chin canoed from Sydney to Melbourne. Before commencing on the return journey, Chin took a break in Melbourne. Whilst in Melbourne, he saw a newspaper article stating that Aquata was thinking of cancelling the \$50,000 prize. He also read that an advertisement stating this would be placed in the Melbourne Daily News the next day.

In a panic, Chin immediately began the return canoe journey to Sydney. It took a week to arrive in Sydney. He has now been told that an advertisement did appear in the Melbourne Daily News the day after the newspaper story, cancelling Aquata's original offer of the prize.

Required:

Chin seeks your advice as to whether he can claim the prize originally offered by Aquata Ltd or what other options does he have?

Tutorial 4 (Week 5 of Semester, the week commencing 23rd March 2009)

Individual Presentation - Assignment Question

- a What must a person who has been injured by the conduct of another prove in order to obtain damages for negligence?
- b Mitch and his family were holidaying in a remote rural area. Mitch wanted to make this holiday experience very memorable for his family so he organised with ‘Family Friendly Adventures’ to take his family on an overnight desert adventure. Promised activities on this adventure included four wheel driving, bushwalking, abseiling, kayaking, camping and river fishing.

During the desert adventure a number of things went wrong. Mitch became ill and could not continue with the trip. He thinks this was because of the food that was provided by Family Friendly Adventures for lunch. Two of Mitch’s children, Sebastian and Jacob, were hurt during an abseiling activity. They both suffered cuts and bruises and Sebastian suffered concussion. The injuries to the children were caused in part because they refused to follow the safety instructions provided by the supervisors of the abseiling activity.

Required

Advise Family Friendly Adventures, Mitch and his family of any rights or liabilities they may have in the tort of negligence and discuss the likelihood of success of each of these actions and appropriate defences which may be raised. You should confine your discussions to Common Law.

Tutorial 5 (Week 6 of Semester, commencing 30th March 2009)

Individual Presentation - Assignment Question

- a “Generally the law will not allow a person to get away with sharp practises such as misleading others by word or conduct or be engaging in grossly unfair (unconscionable) conduct” Page 101 *Law in Commerce*, Sweeney and O’Reilly 2007

Discuss and illustrate your answer by reference to both common law cases and the *Trade Practices Act 1974* (Cth) and any other relevant statutes.

- b ‘Way Out Communications’ Pty Ltd, is a telecommunications company which has recently placed an advertisement in the metropolitan newspaper of a number of capital cities in Australia. That advertisement states:

Unlimited Broadband Access

For \$99 a month get unlimited broadband access anywhere in Australia.

Call 1800 999 999 to take up this deal.

Hurry. Limited time only.

The advertisement contained no other information.

Jeri, lives in a remote part of Australia, runs a successful internet travel business and has been looking for a new internet service provider for some time. She sees this advertisement and decides to take up the offer.

Jeri later discovers that the advertisement did not explain all of the terms and conditions of the offer very clearly. It seems that the offer is not for ‘unlimited broadband access’. Once a user has reached a usage limit of 10 GB in a calendar month, they are prevented from gaining further broadband internet access until the following calendar month. It also appears that access is not available ‘anywhere in Australia’ and is primarily restricted to areas within 250 kms of a capital city. Jeri needs permanent access to the internet to conduct her internet travel business and will be severely effected if her access is restricted after reaching the limit.

As a result, Jeri feels that she has been mislead and deceived by the advertisement which she saw and responded to. Advise Jeri of the chances of her success of mounting a claim for misleading and deceptive conduct against Way Out Communications Pty Ltd.

Required:

Does Jeri have an action against ‘Way Out Communications’ Pty Ltd and if yes what for?

Tutorial 6 (Week 6 of Semester, commencing 6th April 2009)

Individual Presentation - Assignment Question

- a What is the distinction between a 'term' and a 'mere representation'? What effect does it have on remedies? How does the court determine whether any representation is a 'term' or a 'mere representation'?
- b Simon, a building surveyor for a municipal council, decides to sell his house. Tina inspects the house and likes what she sees except for the garage which appears to be a little less than sound. Tina asks about the safety of the garage and says that she will get her architect to look at it. However, Simon says, 'Don't worry about that. It's perfectly safe and sound. I'm a building surveyor and I should know.' Tina looks impressed and says 'Oh well, that's right then.' After a further inspection of the house, Tina agrees to buy and tells Simon to draw up the contract. Simon's solicitors prepare a contract which contains no warranties in respect of the garage.

Tina signs the contract after discussing the matter with her solicitors. Three weeks after settlement the garage blows over during a wild storm. Tina's neighbour expresses his heartfelt sympathies and says that the previous owner only just managed to save the garage from blowing over in a previous storm. Alas, Tina's insurance does not cover the garage. Advise Tina whether she can sue Simon for breach of contract.

Required:

Was Simon's comment about the garage being "perfectly safe and sound" a term of that contract or of a collateral contract or a mere representation and what effect will this have to Tina being able to sue for breach of contract?

Tutorial 7 (Week 8, week commencing 20th April 2009)

Individual Presentation - Assignment Question

- a Many terms of a contract may not be written into the contract but may be implied by the Courts as a matter of law

Discuss. In your answer refer to relevant legal principles, decided cases and where appropriate relevant legislation.

- b Mei Ling had a bad day.
- (a) First, she went to the dentist for a sore tooth. The dentist had a hangover and extracted the wrong tooth.
 - (b) Second, she took her watch to the jewellers. The jeweller mended the watch properly but carelessly lost it.

- (c) Next, she caught the bus home. The bus crashed when the driver was staring at a billboard. Mei Ling broke her arm.

Required:

Advise Mei Ling whether in each case she will succeed in suing for damages for breach of contract. Explain fully.

Tutorial 8 (Week 10, week commencing 4th May 2009)

Individual Presentation - Assignment Question

- a Describe and discuss the different ways in which a contract may be discharged or ended. In your answer refer to relevant legal principles, decided cases and where appropriate relevant legislation.
- b Woodrow had a small bioseptic business located in Wilton. He has a contract to service all of the new houses which will be built at the Wilton Parklands Development, due for completion in the year 2010.

Lexi has contracted to supply Woodrow with all of the necessary equipment, including pumps, skimmers and cleaning tablets, for his business to successfully operate. Unexpectedly, a war broke out in the country which supplied the equipment. Lexi told Woodrow that she could not supply Woodrow with the necessary equipment until at least after the war ended. Lexi also cautioned that she might never be able to supply the equipment depending upon the damage the war caused. Woodrow was not happy with this and told Lexi that he would get the equipment he needed from somewhere else.

Woodrow made arrangements with another bioseptic equipment supplier – Waste Management R Us – and later sued Lexi for the difference between the contract price and what he had to pay the new supplier. This amounted to a total of \$7,500 per month over a period of 12 months.

Required:

Advise Lexi of her legal position. Illustrate your answer with relevant case law and statutory provisions (if relevant).

Tutorial 9 (Week 11, the week commencing 11th May 2009)

Individual Presentation - Assignment Question

- a
- i Outline the general and fiduciary duties that an agent owes to their principal.
 - ii What duties does a principal owe his Agent?
 - iii When can the third party sue the Agent?
- Illustrate your answer with relevant case law. Do NOT refer to legislation.

- b Alex is the agent for Pam. Pam told Alex to buy two cars for no more than \$10,000 each. Alex bought two cars from Trevor, one for \$9,900 and the other for \$15,000. Alex did not reveal to Trevor that he was acting for Pam. In the contract for the sale of the two cars, Alex is described as the purchaser and Trevor as the vendor. Trevor sent a bill to Alex. When it was not paid Trevor visited Alex who explained that he was acting for Pam and had sent the bill to her for payment. It appears that Alex has very little money.

Required:

Can Trevor sue Pam for the amounts owing?

Illustrate your answer by reference to relevant legal principles, cases and, where appropriate, statutory provisions.

Tutorial 10 (Week 12, the week commencing 18th May 2009)

Individual Presentation - Assignment Question

- a Explain what is meant by the terms “fitness for purpose” and “merchantable quality” as those terms are used in the *Trade Practices Act 1974* (Cth) and the *Sale of Goods Act 1896* (Tas). Are there any important differences between these two Acts in respect of the application of these terms to consumer contracts? Discuss.
- b X is a manufacturer of television sets. X bought the electrical wiring used in the television sets from the Betta Wiring Company. X explained to Betta Wiring that X was planning on releasing a new type of television which required a particular high quality wiring. Betta Wiring assured X that it was able to produce the required quality. Subsequently X took delivery of a large quantity of wiring which unfortunately was not up to the required standard, although it could be used for other purposes. X wants to return the wiring, or alternatively to be paid compensation. Betta Wiring claims that it is protected by a term in the signed contract which states: ‘Betta Wiring is not responsible for any breaches of warranty as to the quality of the goods delivered’.

Required:

Advise X of its rights. Explain fully. Can X claim a breach of either or both of the implied terms of ‘fitness for purpose’ or ‘merchantable quality’ as provided for in either the *Sale of Goods Act 1896* (Tasmania) and/ or the *Trade Practices Act 1974* (Cth). Illustrate your answer with relevant legal principles, cases and relevant statutory provisions.

Tutorial 11 (Week 13, the week commencing 25th May 2009)

Revision strategies plus examination discussions.