

Foundation Certificate

FC2 English Law

Monday 20 October 2025

10:00 to 13:20 UK British Summer Time (GMT + 1 hour)

Examination time: 3 hours 20 minutes plus 10 minutes upload time

The 3 hours 20 minutes is allocated as follows:

10 minutes – Downloading and printing the question paper:

3 hours – Answering the questions:

10 minutes – Two screen breaks of 5 minutes each.

At 13.20 you MUST immediately stop answering the questions. You then have **10 minutes** in which to upload your Answer document to the PEBX system.

You MUST upload your Answer document to the PEBX system by 13.30. After 13.30 you will not be able to upload it and your examination will be void.

INSTRUCTIONS TO CANDIDATES

1. You should attempt **ALL** questions in Section A and any **three** questions in Section B.
2. The marks for each question in Section A are shown next to the question. Each question in Section B carries **20** marks.
3. If more than the required three questions are answered in Section B only the first three presented will be marked.
4. The total number of marks available for this paper is 100.
5. You must use the Answer document for your answers.
6. Do not attempt to change the font style, font size, font colour, line spacing or any other pre-set formatting in the Answer document.
7. Start each question on a new page. To begin a new page, press the control key and the enter key simultaneously.
8. When you begin a new question, type in the question number at the top of the page.
9. Do not state your name anywhere in your answers.

This question paper consists of **8 sheets** in total, including this sheet.

AT THE END OF THE EXAMINATION

10. Upload your Answer document to the PEBX system. You should upload it as a Word document. PEBX will automatically convert it to PDF.

SECTION A

Question 1

- a) Who may apply to the Company Names Tribunal to challenge an 'opportunistic' registration of a company name?

2 marks

- b) Briefly describe what is meant by an 'opportunistic' registration of a company name.

2 marks

Total: 4 marks

Question 2

- a) Regarding Section 2, *Partnership Act 1890* (the Act), the receipt by a person of a share of the profits of a business is prima facie evidence that they are a partner in the business. Give one example from the Act in which the receipt of such a share, or of a payment contingent on or varying with the profits of a business, does not of itself make them a partner in the business.

1 mark

- b) Regarding Section 9 of the Act, state the liability of a partner in a firm towards their fellow partners.

2 marks

Total: 3 marks

Question 3

- a) Explain what is meant by a deposition.

2 marks

- b) What is the weight afforded to affidavit evidence where the person making the statement is not present at trial?

1 mark

- c) Give one other way in which evidence may be given by a witness not physically present in court at trial.

1 mark

Total: 4 marks

Question 4

- a) State the two principal classes of legal professional privilege.
2 marks
- b) State who is the 'client' for the purposes of legal professional privilege.
2 marks
- c) Describe the materials to which the legal professional privilege enjoyed by patent attorneys applies.
2 marks
- d) Describe how legal professional privilege in England and Wales applies to in-house patent attorneys and their dealings with their client.
1 mark

Total: 7 marks

Question 5

With reference to proceedings in the Intellectual Property Enterprise Court (IPEC):

- a) Distinguish the cap on compensation available between the multi-track and small claims track.
3 marks
- b) Explain the cap on the award of costs in the multi-track and small claims track of the IPEC.
3 marks

Total: 6 marks

Question 6

- a) State the difference in the general principles applied to the award of damages in contract and in tort.
2 marks
- b) State four different types of remedy available in IP infringement cases (remedies in the alternative will attract the same mark).
4 marks

Total: 6 marks

Question 7

With reference to the *IPReg Core Regulatory Framework Chapter 2 Code of Conduct*, state:

- a) three ways in which client money must be kept safe; **3 marks**
- b) what information regarding client money must be provided to IPREG; **2 marks**
- c) what action must be taken regarding client money residual balances below the amount prescribed *which relate to a client*; **1 mark**
- d) the nature of any publicity in relation to a registered patent attorney's work; **1 mark**
- e) when clients must receive information from a registered patent attorney; **1 mark**
- f) exceptions to a registered patent attorney's obligation to keep a client's affairs confidential; and **1 mark**
- g) what must be done with workforce diversity data in relation to a registered patent attorney's practice. **1 mark**

Total: 10 marks

Total for SECTION A: 40 marks

SECTION B

Question 8

Patricia makes a sales call at Nicholas' office, telling him about her goods wrapping technology. Nicholas explains that he is an expert in the manufacturing of goods but, over the years, he has used others to advise on packaging issues. She says that she has been researching ways to wrap goods for five years and that her technology will increase Nicholas' capacity to wrap his fresh food goods by 100%. Nicholas is impressed by this.

Patricia and Nicholas sign a twelve-month contract to use the new process. There is no mention in the signed document of the 100% increase. Afterwards, Nicholas shows Patricia around his factory and the way the factory works. On the way out, Patricia assures Nicholas that twenty other factories are using the new wrapping process. Nicholas is impressed that so many factories have installed the process and shakes hands with Patricia.

The contract commenced but the new process only increases production by 30%, and it is clear that a 100% increase could never have been achieved, as the process takes so long because the fresh food goods need multiple wrapping to keep them fresh.

It turns out that Patricia i) only used the process at home on clothing goods for her online shopping business and ii) that whilst she has shown the process at twenty factories, none of those have started installing the process.

- a) Prepare notes for a meeting with Nicholas in which you advise Nicholas whether he can bring claims for misrepresentation against Patricia. Whatever your conclusion, you should briefly discuss the remedies available.**

13 marks

In frustration, Nicholas goes onto an online forum for those engaged in small online sales of goods and says, 'Patricia's wrapping process only results in the goods being damaged in transit.' When asked how he knows this, Nicholas describes the food spoilage he experienced but fails to mention that Patricia sells clothing goods.

- b) Prepare notes for a meeting with Nicholas in which you advise Nicholas whether Patricia could bring claims for malicious falsehood against him.**

7 marks

Total: 20 marks

Question 9

William owns a patent covering a new child's feeder cup. Maria has been manufacturing her own feeder cup for six months now. William is insistent that Maria's cup is an infringement, and in pre-action correspondence William's patent attorney is able to convincingly rebut Maria's arguments against the novelty and inventive step of his claim. The parties dispute infringement.

Maria refuses to stop making her cup. William has other products he is manufacturing in his own factory. He is concerned that quantifying his loss will be difficult because he will have to increase the manufacture of the cup, a product with lower profit margin than his other products, in order to counteract Maria flooding the market with her cup.

This is Maria's first-ever product, which she is manufacturing using a friend's factory in the UK by using another friend who has a startup business in importing plastic into the UK and needs this project to continue to develop her business in other markets. Maria has three months' supply of plastic that must be used in that period, otherwise it becomes brittle without going through the manufacturing process.

William's level of market share fluctuates, whereas he has just discovered that Maria's has recently grown exponentially. William doesn't want to wait to draft complex pleadings to start a claim – he just wants the court to stop Maria's manufacturing.

- a) **Write notes for a meeting with William to advise on the type of court order that would stop Maria producing her feeder cups, including the principles that the court will apply in considering the undertakings that William is likely to have to give to the court.**

13 marks

Maria has been selling her own cup now for six months but for the first two months struggled to get sales moving. Maria also sells a tabletop holder that fits the specific dimensions of the cup as an accessory, making it easier for younger children to steady the cup when placing it down. Maria gets a profit of £3 on her cups and £1 on the holder. Maria has sold 2,000 of her cups so far and 1,000 of her holders so far.

At present, William is selling each of his cups for £10 each and each cup costs him £2 to sell (incl. £4 manufacturing and £1 marketing).

In the past four months, his sales have reduced by 50%. Maria argues that this is because he is only selling in bricks and mortar shops in London, some of which have recently closed. Maria sells online and in shops across the country.

- b) **Advise William of the court's approach to calculating damages in this case were the court to find infringement of his patent at trial. You should use the relevant figures to illustrate your approach; however, marks will not be awarded for calculations.**

7 marks

Total: 20 marks

Question 10

Sangita, Edward and Parvati are in a wine bar late one Saturday night. They are old work colleagues, meeting at an industry event. Parvati makes it known to the others that she is now a patent attorney and soon to be promoted to partner. Neither Sangita nor Edward are lawyers.

Edward owns a patent and is chatting to Sangita about selling the patent to Sangita. For some of the conversation, Parvati was at the bar buying drinks when Sangita and Edward discussed an option for Edward to get out of any deal they made. Sangita leaves and afterwards Edward says to Parvati that he is worried that he has given away all rights to his patent. Parvati doesn't ask about any details and simply tells Edward not to worry as it was a conversation in a pub between friends.

Edward goes home and takes no further action, even when Parvati sends him an email suggesting a follow-up drink to talk about the matter. Edward believes his previous discussion with Parvati was sufficient.

A court later finds that there was a contract between Sangita and Edward to sell part of Edward's patent and that Edward had a two-week option to get out of the contract. It turns out at trial that Edward and Sangita had done business before and Parvati knew this.

Edward has lost out financially:

- i) He had an immediate opportunity to sell his patent for a higher price to someone else, which he cannot now redeem.
 - ii) Sangita's immediate use of Edward's patent is so poor that Edward suffers reputation loss for his other inventions.
 - iii) Edward is unable to repay his business loan and loses his factory because the deal with Sangita is so bad.
- a) **Prepare notes for a meeting in which you advise Edward whether he can take action against Parvati for these financial losses, setting out the requirements to establish actionable negligence.**

13 marks

Edward has now lost all his money. To try to earn some new money, Edward wants to start manufacturing and sell his new adjustable spanner, on which he has a patent. As he has no factory any more, initially he will use third parties to manufacture large quantities of spanners. He needs to borrow money to pay for the manufacturing and to employ people to sell the spanner. He is currently a sole trader. Rosemary, a potential investor and experienced freelance director, has expressed interest in giving money to Edward's business, but is concerned about getting security for it. She also wants to control his actions whilst he runs his business. As a result, she wants Edward to form a limited company.

- b) **Make notes to advise Edward why Rosemary might want him to form a limited company.**

7 marks

Total: 20 marks

Question 11

Alexander is a lamp designer and has worked for the last two years at Floral Lighting Ltd (Floral) as an employee. He has no written terms as to confidentiality. Floral develops lamp shades with different combinations of coloured glass panels, allowing specific wavelengths of light. Floral continues with research into the combinations of coloured lights that can alleviate seasonal affective disorder (SAD).

The combination of colours changes as public attitudes change and relies on past history of changing attitudes. Alexander mostly dips into the last two years of information to which he is directed in his job but the last 20 years of research by Floral is left lying around the office.

Floral is about to launch this year's current lampshade, which it has been telling all its employees is going to be the market leader this year. Floral holds i) the results of tests which are contained in a series of 20 years of research notebooks and ii) a list of the current coloured glass wavelengths.

Having worked on this year's current lampshade, Alexander leaves Floral and joins Passive Ltd (Passive), which specialises in designing hospital lights which assist patients' recovery. Passive has its own body of research in the emotional needs of patients. Alexander remembers the current configuration of coloured panels and has developed a knowledge of Floral's research from the last 20 years.

Passive asks Alexander to use its own body of research on which to base new hospital lighting. Alexander's new design uses similar but not identical colour combinations, except for one coloured pane, which is of an identical wavelength to Floral's current combination.

- a) Prepare notes for a meeting in which you advise Floral whether they can take action for misuse of confidential information, against Passive. Do not discuss remedies available.**

13 marks

Floral's in-house team is too busy to create the first sketches of next year's lampshade, which will require a new 3-D arrangement of glass panels. Floral arranged for a freelance draughtsman, Takla, to create the first sketches for the new lampshade. The freelance agreement between Floral and Takla makes no mention of intellectual property rights. Once the initial sketches are completed, Floral's in-house team develops the sketches into manufacturing drawings. Now Floral wants to sell the copyright in the manufacturing drawings on to another company.

Takla, however, claims that he still owns copyright in the initial sketches and is refusing to give permission to Floral to sell on copyright in the manufacturing drawings. Floral claims that it clearly intended to be free to do so.

- b) Advise Floral on whether it can claim ownership of copyright in Takla's drawings to carry out its wishes. You should assume that copyright resides in the sketches.**

7 marks

Total: 20 marks