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NEW QUESTION 32

In which of the following section of a specification, requirements for training to use the equipment will be set out?

- A. Implementation
- B. Issue reference
- C. Performance
- D. Consultation requirements

Answer: A

Explanation:

Implementation is a substantive requirement which covers the following areas:

- Will there be a need to train the staff to use the equipment?
- Are there integration requirements with other systems or processes?
- How will this work?
- What are the timescales?
- Are detailed method statements required?

Consultation requirements regards to explicitness of compliance with any national or local legal requirements Reference:

LO 2, AC 2.1

NEW QUESTION 33

Which of the following is regulated by standard ISO 14001?

- A. Information security management
- B. Environmental management
- C. Quality management systems
- D. Energy management

Answer: B

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CIPS Commercial Contracting Sample Questions (Q54-Q59):

NEW QUESTION # 54

Which of the following will always give rise to a claim of misrepresentation?

1. Silence
 2. False thought
 3. Statement of fact
 4. Representation by conduct
- A. 3 and 4 only
 - B. 1 and 2 only
 - C. 1 and 3 only
 - D. 2 and 4 only

Answer: A

Explanation:

A misrepresentation is a false statement of fact or law which induces the representee to enter a contract. Where a statement made during the course of negotiations is classed as a representation rather than a term an action for misrepresentation may be available where the statement turns out to be untrue.

For a party to claim for misrepresentation, there must be a false statement of fact or law as oppose to opinion or estimate of future events. It does not matter whether the incorrect information is given by words or takes the form of misleading conduct.

Silence will not generally amount to a misrepresentation. However, it can become a misrepresentation in some exceptional circumstances.

In the L4M3 study guide, the author states that "A statement of law is not misrepresentation". This is untrue in both common law and civil law systems. In the UK, false statement of law will now amount to an actionable misrepresentation (see Pankhania v Hackney [2002] EWHC 2441).

Reference:

- Misrepresentation
 - L4M3 study guide page 53-55
- LO 1, AC 1.2

NEW QUESTION # 55

MWB operates serviced offices in central London. Rock entered a contractual licence with MWB to occupy office space in Marble Arch and had accumulated licence fees in arrears. The original licence agreement contained a 'No Oral Modification' clause that said: 'All variations to this licence must be agreed, set out in writing and signed on behalf of both parties before they take effect'.

After 6 months, Rock director re-negotiated to extend payment period over phone call and MWB credit controller agreed his proposal. Is this agreement considered as an effective variation to the original licence agreement?

- A. No, because Rock director assumed that the variation was effective and convinced credit controller to believe it
- B. Yes, because parties who agree to altering the original contract orally despite a 'No Oral
- C. Modification' clause, must have intended to dispense with the clause
- D. No, because the mechanism for variation has been set out in the original contract
- E. Yes, because the credit controller had agreed with Rock director's proposal

Answer: D

Explanation:

The license can be amended during its lifespan. However, in this case, it already has a clause allowing for mechanism of variation which sets out who can authorise changes and prohibits any oral variation. Therefore, the agreement between Rock's director and MWB credit controller is not an effective variation to the license.

Reference:
LO 1, AC 1.1

NEW QUESTION # 56

In which of the following conditions, request for quotation produces the best results?

- A. Under a complex process
- B. With strategic items
- C. Under framework agreements
- D. With an ambiguous specification

Answer: C

Explanation:

Request for quotation has valuable function when its use is properly controlled. It works the best under framework agreements where the contract terms are already fixed.

Reference: CIPS study guide page 3

LO 1, AC 1.1

NEW QUESTION # 57

Which of the following are examples of express terms in a contract? Select TWO that apply.

- A. Term inserted through business efficacy test
- B. A retention of title term
- C. Term inserted by the Sale of Goods Act 1979
- D. A liquidated damages term
- E. Term inserted through the custom of the trade

Answer: B,D

Explanation:

Express terms are those specifically stated in writing or verbally agreed in the contract:

* Retention of title term (A) - typically clearly written in the contract.

* Liquidated damages term (C) - also explicitly written and agreed.

By contrast:

* Terms inserted by the Sale of Goods Act, business efficacy test, or custom of the trade are implied terms, not express.

Reference: CIPS L4M3 Commercial Contracting - Express vs implied terms.

NEW QUESTION # 58

Which of the following are likely to be express terms in a contract?

1. Legislation
2. Custom and practice
3. Contract particulars
4. Terms and conditions

- A. 3 and 4 only
- B. 1 and 4 only
- C. 1 and 2 only
- D. 2 and 3 only

Answer: A

Explanation:

Express terms are the terms of the agreement which are expressly agreed between the parties. Ideally, they will be written down in a contract between the parties but where the contract is agreed verbally, they will be the terms discussed and agreed between the parties.

The types of express terms to be found in a contract are many and varied and will depend on the type of contract. Any term written into the contract is an express term and may refer to price, time scales, warranties and indemnities, limitations on liability, conditions

