

## LW103 Principles of Business Law – Legal Problem Set #2 Topic Sheet

### Submission Instructions

Answers must be submitted electronically through Turnitin by **23:55 on Friday, 9 May 2025** (week 10). Submit a single document that includes Sheridan's cover sheet. Submit in **.docx or .pdf format only** to ensure successful submission.

**Late submission** will incur the standard late penalty described at page six of Sheridan's BBus Course Outline, i.e. 'a penalty of 5% deduction per day of the maximum mark possible. Students may receive a score of 0 if work is submitted more than one week late.'

The word limit is **1500 words**. (The cover sheet does not count toward the word limit.) A penalty of 10% of the total mark will be imposed on essays that exceed the word limit by more than 10%. Essays shorter than the word limit will not be subject to a penalty.

### Assignment Instructions

**Reminder:** Generative AI software should **not** be used to generate ideas or text, or to check grammar for this item of assessment.

Answers will be marked as a percentage (i.e. out of 100). It is worth **25%** of your total grade.

Your answers do not have to conform to a particular structure, provided that you i) identify all relevant issues in the fact patterns and ii) explain how the rules of business law apply to each issue. The use of headings to identify issues and sub-issues is recommended (but not required). The law to be applied is Australian business law, as described in the textbook. No outside research is required to analyse this problem. **In the interests of fairness to all students, the lecturer cannot respond to student questions about the content of the problem scenario.**

**Citation of rules:** When citing rules derived from a case or legislation, you may adopt the format used in the textbook - for example, 'Varley v Whipp' (for case law) or 's 3 of the Australian Consumer law' (for a rule derived from legislation). When citing other rules (which are not based on a specific case or statute), you may cite the relevant section of the textbook – for example, an exclusion clause is interpreted strictly and contrary to the interests of the party protected by the clause (4.5.1).

### **Problem scenario**

Fidget Finance (FF) is in the process of finalising a sponsorship agreement with the Southside Slackers Football Club (SSFC). This agreement is a 15-page, single-spaced document describing in detail the rights and duties of both parties.

Shortly before the signing of the contract, the managing director of FF, Wally Wigmore, informs his marketing team that he wants the sponsorship deal to include 4 premium tickets to all SSFC home games. Byron Best of the FF marketing team phones Steve Sly, Chief Marketing Officer of SSFC, to ask whether the club can provide 4 free tickets in a premium section of the stadium for the use of Wally's family and friends. Steve replies, "Sure, that should not be a problem. We always try to accommodate our advertising partners who support the Club."

The written sponsorship agreement is signed later that afternoon. It includes a clause stating, "This contract is intended by the parties to be the full and final expression of their agreement and shall not be contradicted by any prior written or oral agreement." The next day, Byron notices that there is no mention of 4 free tickets in the contract, and phones Steve to ask what happened. Steve explains, "Our Club President felt that it is not a good idea for SSFC to set a precedent by providing free tickets in a premium section. Instead, the Club is happy to offer discounted tickets in a non-premium section." When Wally hears about this, he is furious and threatens to sue SSFC for breach of contract.

Analyse all relevant issues to determine whether SSFC is liable for failing to provide free tickets. (Limit your analysis to issues discussed in chapter 4 of the textbook. Do *not* use content from other chapters or sources other than the textbook.) [100 marks]