BTF1010 Business Law and Commercial Law

MONASH UNIVERSITY · UNDERGRADUATE · SEMESTER 2, 2026

Full guide + ask Sia about BTF1010

SIDE 1/2 ISSUE → RULE → APPLICATION → CONCLUSION · FORMATION · TERMS · BREACH · ACL · PRIVACY

OPEN-BOOK EXAM SHEET

Roadmap: find issue, verify authority, apply both sides, state consequence

0 · Exam map

COURSE DATA · BRIEF

Memo 35% | AI 15% | Final 50%

ASSESSMENT	VERIFIED FORMAT
Client Advice Memorandum · 35%	Week 6 · 80 min · 3 legal problems · Weeks 2–5 · hard-copy only
AI Reflection · 15%	Week 8 · individual · 600-word maximum · guided use under task instructions
End-of-semester examination · 50%	Exam period · hard-copy textbook and notes only · e-textbooks not permitted

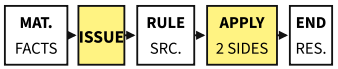
PERMITTED-MATERIALS TRUTH

"The final exam will be open book, which means that only hard copy textbooks and notes can be used in the exam" *(BTF1010 Unit information, Semester 2 2026)*

Date, duration, mode, format, sections, question count and hurdle status are not captured. Do not infer them.

1 · Answer architecture

GUIDE CH 2



F2.2 legal-answer pipeline, redrawn: consequence must trace back to authority and fact.

MOVE	WHAT EARNS SPACE
Issue	Parties + transaction + narrow disputed element + remedy sought.
R/Lule	Current statute or case proposition at element level; definitions, threshold, exception.
Application	Strongest supporting fact, strongest adverse fact, missing evidence, counterargument.
Conclusion	Likely / arguable / uncertain + legal consequence or remedy route.

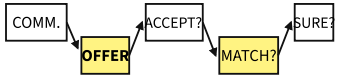
Statute first: current enacted words → provision and Act as a whole → definitions/application provisions/exceptions → context and purpose → facts → remedy. For precedent: forum → hierarchy → jurisdiction → issue decided → ratio/obiter → follow, distinguish or authorised overruling.

SOURCE-CONTROL GRID

BEFORE WRITING	CONTROL QUESTION
Statute	Current version? Operative words? Defined class? Application provision? Exception? Remedy?
Decision	Which court/forum, hierarchy and jurisdiction? What material issue and necessary reasoning?
Fact	Actually stated or assumed? Supporting or adverse? What missing evidence changes confidence most?

2 · Agreement gate

GUIDE CH 3



Any failed gate → no agreement

F3.1 agreement gate, redrawn: classify each communication before announcing a contract.

QUESTION	RULE → APPLICATION FACTS
Offer or invitation?	Offer = willingness to be bound on stated terms upon acceptance. Invitation retains a further decision. Read language, context, audience and remaining discretion.
Certain and complete?	Can obligations be identified? Test essential terms, objective standard, workable mechanism and any incompleteness.
Unilateral?	Promissory language + defined act + knowledge + completion. Acceptance is stipulated performance.
Communicated?	A person ordinarily cannot accept an unknown offer. Connect knowledge to the act said to accept.

3 · Acceptance timeline

GUIDE CH 3

Acceptance is objective, final assent corresponding with the offer. Ask: exact response; any added condition; agreed or required channel; dispatch/receipt evidence; when legal effect occurred.

EVENT	CLASSIFICATION AND BITE
"Yes, provided delivery is two weeks earlier"	Changes the bargain; likely counter-offer, not acceptance. Analyse status of original offer separately.
Question seeking detail	May be a request for information. Read wording and whether assent is displaced.
Silence	Silence alone is weak. Later use/performance may be relevant conduct; time-stamp what it communicated.
Withdrawal	Revocation must be effectively known before acceptance. If effective acceptance came first, later withdrawal cannot prevent agreement.
Electronic message	Identify governing rule, agreed channel and evidence of dispatch/receipt; do not decide timing by intuition.

FORMATION CONCLUSION

Offer? → still open? → valid acceptance? → certainty? → intention? → consideration? Every relevant element must be satisfied.

Application sentence: "Because [fact] objectively [supports/undermines] [element], X will argue __. Y's stronger reply is __ because __. On the known evidence, formation is likely/arguable/uncertain."

FACT-PATTERN CONTROLS

4 · Intention

GUIDE CH 4

INTENTION +

detail · value · reliance
experts · disputes

INTENTION –

tentative words
approval pending

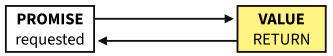
F4.1 intention evidence map, redrawn: context informs an objective inquiry.

Assess intention from words, conduct and context, not undisclosed private belief. Commercial context commonly supports intention but clear language or structure can point away. Domestic/social context does not make intention impossible.

EVIDENCE GRID	ASK
Words	Final, promissory, detailed—or tentative, aspirational, subject to approval?
Structure	Writing, signatures, professional involvement, dispute machinery?
Conduct	Performance or reliance consistent with a legal commitment?
Context	Commercial or social; substantial value; unresolved terms?

5 · Consideration

GUIDE CH 4



REQUESTED EXCHANGE

F4.2 consideration exchange, redrawn: connect the promise to requested legal value.

CONTROL	RULE AND FACT FOCUS
Requested value	Identify promise, request, act/forbearance/return promise and bargain link.
Sufficient ≠ adequate	A token price after free negotiation is not invalid merely because economically low; separate any misleading conduct, pressure or incapacity issue.
Past act	Work completed before a later bonus promise appears past. Do not manufacture a bargain without an earlier request and payment understanding.
Existing duty	Unchanged performance raises a serious issue. Identify any altered timing, risk or scope as possible additional value.

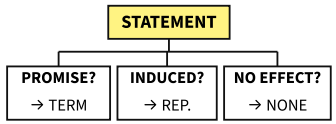
FORMATION AUDIT

Agreement + certainty + intention + consideration + capacity/formality issue shown by facts → enforceability route. Never let one proved element stand in for the rest.

BOTH-SIDED APPLICATION

6 · Is the statement a term?

GUIDE CH 5

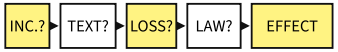


F5.1 term classification tree, redrawn: importance, expertise, timing and writing inform the objective classification.

ROUTE	ELEMENTS / EVIDENCE
Express term	Identify the objective contractual promise in words or conduct; not every statement qualifies.
Signature	Signing a document known to be contractual commonly supports incorporation; identify the document and any doctrine affecting reliance.
Unsigned notice	Reasonable notice before or at formation. A condition first delivered afterwards ordinarily cannot rewrite the bargain.
Unusual term	The more unusual or onerous, the stronger the required notice.
Course of dealing	Test frequency, consistency, regularity and whether prior dealings support incorporation.
Implied term	Name its source: law, fact, custom or statute. Do not treat implication as free-form fairness.
Interpretation	What words convey to a reasonable businessperson with admissible context, reading the instrument as a whole.

7 · Exclusion-clause funnel

GUIDE CH 6



No construction before incorporation

F6.1 exclusion funnel, redrawn: incorporation comes before construction and statutory control.

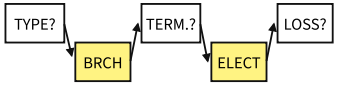
Identify the precise protection claimed: exclusion, limitation or indemnity. Then ask whether it is part of the bargain; whether wording covers the breach, claimant and kind of loss; how context resolves ambiguity; whether negligence is reached; and whether statutory control changes effect.

Trap: "The clause exists" is not an answer. Give the formation time, method of notice/signature/course, exact risk allocated, strongest narrower reading and practical effect.

RISK-CONTROL ISSUE	EXAM MOVE
Ambiguity	Use orthodox construction in context; do not rewrite the bargain. Serious protection requires clear words.

8 · Breach → response

GUIDE CH 7



Termination ≠ damages

F7.2 breach-and-election map, redrawn: classify before choosing the response.

ISSUE	RULE / CONSEQUENCE
Promised standard	Compare what was required, when and by whom, with what occurred; "mostly complete" is not the legal test.
Condition	Classification may support termination for breach; prove classification and breach.
Warranty	Ordinarily damages only; do not jump to termination.
Intermediate term	Consequences matter; ask seriousness and deprivation before termination.
Repudiation	Objective unwillingness or inability to perform substantially as promised; may arise before due date.
Election	When a right arises, innocent party chooses terminate or affirm. Identify words/conduct and timing.
Frustration	Narrow doctrine: identify supervening event, altered obligation, allocation of risk and consequence.

9 · Contract damages

GUIDE CH 8



Quantify; no double recovery

F8.1 damages chain, redrawn: each link limits the recoverable loss.

Purpose: compensate loss caused by breach, not punish. Identify protected interest and claimed loss. **Expectation/reliance:** alternative ways to organise compensatory loss; no overlapping recovery for the same injury. **Causation:** chronology alone is insufficient where independent events or business choices contributed.

Remoteness: name the *kind* of loss, then ask whether it arose in the ordinary course or entered contemplation through communicated special circumstances. **Mitigation:** claimant cannot recover avoidable loss that reasonable steps could reduce, but need not take disproportionate or risky measures.

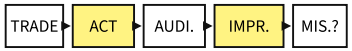
Proof: connect every amount to evidence.

DISCHARGE AND LOSS CROSS-CHECK

ROUTE	KEEP DISTINCT
Performance/agreement	What standard was promised and what later agreement, if any, altered or discharged it?
Breach/repudiation	Termination right, election and affirmation are separate from quantifying compensatory loss.

10 · ACL misleading conduct

GUIDE CH 9 · ACL SS 18, 29



F9.1 ACL lens, redrawn: the overall impression can mislead despite an isolated literal truth.

ELEMENT	APPLY
Conduct	Identify words, images, sequence, prominence, omissions and qualifications.
Audience	Target class, context, knowledge and range of reasonable responses; do not focus only on the exceptionally careless.
Impression	Read the communication as a whole. A late or obscure qualification may not cure a dominant headline.
Silence	Can contribute where context creates a reasonable expectation of disclosure, especially if a partial statement distorts truth.
Future claim	Identify promise/prediction and its evidentiary basis; verify the current statutory rule.
Consequence	Connect conduct to reliance/loss and the available remedy pathway; do not assume remedy from breach alone.

11 · Guarantees + privacy

GUIDE CH 10–11



Coverage → guarantee → remedy

F10.1 coverage gate, redrawn: establish statutory coverage before quality or remedy.

Goods: acceptable quality considers common purpose, appearance, defects, safety and durability in context (nature, price, statements, disclosed defects). For a disclosed particular purpose: purpose + reliance on supplier skill/judgement + suitability + qualification. Also compare delivered goods with description/sample.

Services: due care and skill; fitness and reasonable time where applicable. Then classify failure and supplier/manufacturer remedy route.

PRIVACY PATH	QUESTION
Scope	Information about an identified or reasonably identifiable individual? Which entity and regime?
Collect	Purpose, necessity, lawful/fair method, sensitivity.
Notify	Collector, purpose, usual disclosures, access routes, consequences.
Use/disclose	Primary purpose → secondary use; consent, reasonable expectation, legal authority.

Forward this to your tutorial group

V2 · 2026-10-16

Monash Semester 2 final assessment period, 2–18 November 2026 (check your personal exam timetable). Check your unit's exam rules for any limit on what may be brought in.

BTF1010 Business Law and Commercial Law

MONASH UNIVERSITY · WORKED DRILLS · TRAPS · FAST RECALL

Full guide + ask Sia about BTF1010

SIDE 2/2 · 4 DRILLS · ILAC/IRAC FRAME · NEGLIGENCE · BUSINESS ORGANISATIONS · TRAP TABLES · OPEN-BOOK EXAM SHEET

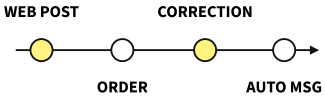
Use: cover the answer → issue-spot → apply both sides → check the route

12 · Drill 1: online order

GUIDE FRONT + CH 3 · 4-STEP PRACTICE

Facts. A fictional café posts a limited online offer, corrects a pricing error and receives an automated order. Classify the website statement, correction and automated message; do not assume an online display is an offer.

Contrast. A notice promises a voucher to anyone who returns ten labelled reusable cups before Friday. Test promissory language, defined act, knowledge and completion: this route may be unilateral acceptance by stipulated performance.



F3.2 lifecycle redrawn as a timeline: legal effect turns on classification and effective timing.

ILAC	WORKED ANSWER
I	Did any communication amount to an offer and was it accepted before effective correction/revocation?
L	Offer requires objective commitment; invitation retains confirmation. Acceptance must be final, correspond, use the relevant channel and occur while offer remains open.
Support	"Limited" may show commitment, but stock/confirmation wording may retain discretion. Put order, correction and automated response in exact time order. Decide whether the automated message accepts or merely acknowledges.
Reply	Café: pricing error/correction and confirmation process deny commitment. Customer: definite language and a response appearing final support agreement.
C	State formation likely/arguable/uncertain; name missing wording, channel and receipt evidence; separate practical/ethical advice.

4-STEP SELF-CHECK · +1 EACH, PRACTICE ONLY

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Identify communication + audience → apply acceptance/revocation/counter-offer/certainty → give both parties' strongest argument + authority to check → qualified conclusion and consequence.
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SIA → *The guide's model answer ends with verification and calibrated language, not a confident invented outcome.*

13 · Reusable timing frame

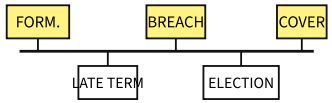
GUIDE CH 2 · COURSE DATA

Final: duration and question count are not captured. On the day: read live instructions → scan all parties/transactions → list issues → allocate time to the task actually shown → preserve review time. **Do not print a guessed minutes-per-mark rule as official.**

14 · Drill 2: late terms + breach

GUIDE CH 5–8 · 4-STEP PRACTICE

Facts. A fictional buyer complains about a failed order. The record shows a signed order, a liability clause supplied later, defective performance, a termination message and a replacement purchase.



F5.2 incorporation timeline, redrawn: each event triggers a different legal question.

STEP	WORKED APPLICATION
1 · Term?	Separate signed wording, pre-contract statement and later document. A post-formation clause ordinarily cannot rewrite the concluded bargain.
2 · Excluded?	Only if incorporated; then construe exact words against breach, claimant and loss; test ambiguity, negligence wording and statutory control.
3 · Terminate?	Classify term/breach or repudiation before asserting right. Identify election to terminate or affirm; termination does not answer damages.
4 · Damages?	Protected interest → factual loss → causation → remoteness → mitigation → proof. Replacement may mitigate; recoverable price difference and avoidable shutdown loss require separate proof.

Conclusion model: "The later clause is unlikely to be incorporated unless [fact]. If not operative, X's termination still depends on [classification/repudiation]. The replacement appears a reasonable response, but each claimed loss must pass causation, remoteness, mitigation and proof."

15 · Termination traps

GUIDE CH 7–8

WRONG SHORTCUT	REPAIR
Any breach → terminate	Classify term, consequences and repudiation first.
Terminate → all obligations vanish	State election and accrued rights; analyse damages separately.
Frustration = hardship	Apply narrow supervening-event and risk-allocation inquiry.
Loss happened later → caused	Test counterfactual and independent business choices.
All loss foreseeable	Name kind of loss; ordinary course or communicated special circumstances?

25 · Final audit

GUIDE STUDY STRATEGY

Authority real and current? · jurisdiction right? · every issue concluded? · both sides applied? · uncertainty calibrated? · remedy/consequence stated? · final instructions obeyed?

16 · Drill 3: "free" + printer

GUIDE CH 9–10 · 4-STEP PRACTICE

Facts A. A fictional meal-plan service headlines "free membership" but every user must pay a compulsory weekly platform fee disclosed later. **Facts B.** A small design studio buys a commonly acquired printer for ordinary office work; it repeatedly jams despite instructions.



F9.2 representation map, redrawn: an isolated truth or late disclosure does not end the overall-impression inquiry.

ILAC ROUTE	WORKED ANSWER
ACL s 18	Trade/commerce → conduct → audience → whole context → likely impression. Headline and unavoidable fee are read together. Late disclosure may not cure "free".
ACL s 29	Separately classify any false representation within the supplied scope; verify the current provision and match exact representation to fact.
Consumer coverage	Business use alone does not end coverage. Check statutory consumer definition and any threshold/ordinary-use limb.
Guarantee	Repeated jamming in ordinary low-volume use supports acceptable-quality analysis; apply nature, price, statements and disclosed defects.
Remedy	Prove failure, classify whether major/capable of remedy, identify supplier/manufacturer route and residual loss.

Counterarguments. Service: fee was disclosed; user could read it. User: placement and compulsory nature sustain the dominant impression. Supplier: product nature, price or disclosed limitation. Studio: ordinary use, instructions followed, repeated defect.

Qualified end. Facts A make a misleading overall impression arguable; Facts B support a guarantee failure if coverage and context are proved. Do not assume remedy before its separate thresholds.

17 · Consumer remedy selector

GUIDE CH 10



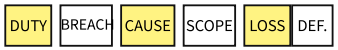
Coverage ≠ breach ≠ remedy

F10.2 remedy selector, redrawn: classify failure before demanding a particular response.

18 · Drill 4: cable + authority

GUIDE CH 12–14 · 4-STEP PRACTICE

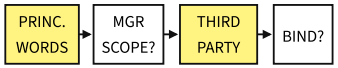
Facts A. A warehouse visitor trips after a manager ignores a reported loose cable near the entrance. **Facts B.** A café owner authorises routine supply orders but says nothing about expensive kitchen equipment; the manager orders it.



Proof of one element never proves the next

F12.1 negligence chain, redrawn: keep each element and its evidence distinct.

CABLE PROBLEM	WORKED APPLICATION
Duty	State recognised relationship if applicable and define scope; for novel duty use foreseeability, vulnerability, control, reliance and coherence.
Breach	Specify risk: tripping on reported cable near entrance. Apply probability, seriousness, precaution burden and reasonable response; no hindsight.
Causation	Would fall have occurred but for breach? Evidence and location matter. If video shows fall before wet/cable area, breach may not cause this harm.
Scope/loss	Is this kind of harm within the risk that made conduct negligent? Then damage, intervening act, remoteness and contributory conduct.



F14.1 authority relationships, redrawn: actual scope and apparent representation are separate routes.

Authority answer. Routine supplies may fall within express/implied actual authority; expensive equipment requires closer scope analysis. Separately ask whether a representation attributable to the owner, reasonable third-party reliance and transaction within represented scope establish apparent authority. An internal limit matters directly to actual authority; it does not itself answer the third party's route.

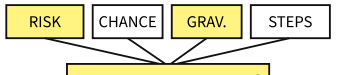
21 · Privacy + reflection

GUIDE CH 11 · COURSE DATA

CHECK	FAST APPLICATION
Identifiability	Removed names do not prove anonymity; assess combined attributes and context.
Necessity	Purpose → data reasonably needed → fair/lawful collection → sensitivity.
Purpose shift	Primary purpose → secondary use → consent → reasonable expectation → authority.

19 · Negligence fast recall

GUIDE CH 12–13



F12.2 breach calculus, redrawn: weigh the concrete risk, not negligence in the abstract.

ISSUE	FAST QUESTION
Established duty	Which recognised relationship? What is its scope?
Novel duty	Foreseeability + vulnerability + control + reliance + coherence; foreseeability alone may be insufficient.
Breach	Concrete risk? Probability, seriousness, precaution burden, utility and reasonable response.
Factual cause	State counterfactual and evidence. Multiple causes may require more than mechanical but-for reasoning.
Scope	Kind of harm, risk created, purpose/nature of rule and current authority.
Intervening act	Independent or outside created risk? A foreseeable response may leave the chain intact.
Advice/reliance	Statement, known purpose/class, actual and reasonable reliance, vulnerability, loss.
Defence	Claimant conduct, causal contribution and effect on liability/remedy.

COUNTERFACTUAL SENTENCE

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"Had D taken the reasonable precaution, would this claimant's harm still have occurred?" State the alternative world and evidence; then separately ask whether liability extends to this kind of harm.
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20 · Organisations

GUIDE CH 14

ROUTE	ELEMENTS → CONSEQUENCE
Actual authority	Express words or implication from role, instructions and necessity; apply internal limits.
Apparent authority	Principal's representation + reasonable third-party reliance + transaction within represented scope.
Partnership	Persons carrying on a business in common with a view to profit; substance and statutory indicators, not label.
Mutual agency	Partner may bind firm for business within usual scope, subject to statutory and factual limits.

QUESTION	PARTNERSHIP	CORPORATION
identity	firm route	separate co.
control	mutual agency	governance
exposure	liability rules	limit ≠ duty

F14.2 comparison, redrawn: identity, management and exposure must be analysed separately.

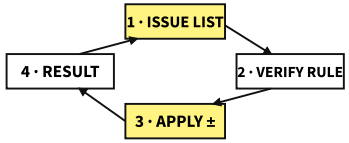
23 · Universal trap table

ALL GUIDE CHAPTERS

TRAP	WHAT TO WRITE INSTEAD
Facts summary only	Narrow issue + element sequence + competing characterisations + consequence.
Case/provision name dump	Verified proposition at element level, then fact-by-fact application.
"Clearly" / certainty	Likely / arguable / uncertain, tied to proof and missing evidence.
Moral fairness = legal rule	Legal test first; ethical/commercial judgement separately.
Coverage skipped	Statutory claimant/transaction/entity threshold before substantive rule.
One element proves all	Separate formation elements; separate negligence duty/breach/cause/scope/loss.
Notice after contract	Time-stamp notice against formation; later document ordinarily too late.
Any defect → chosen remedy	Classify breach/failure and follow the specific remedy route.
Literal truth defeats ACL	Audience + whole presentation + dominant likely impression.
Foreseeability alone	For novel duty add vulnerability, control, reliance and coherence.
Internal authority limit ends case	Analyse actual and apparent authority separately.
Copied authority	Check source, version, jurisdiction, later treatment and exact proposition.

24 · Exam-answer loop

GUIDE STUDY STRATEGY



Legal-answer loop: repeat for every material issue; finish the consequence before moving on.

1. **Scan:** parties, legal relationships, transaction, communications, dates, loss, remedy sought.
2. **Classify:** common law/statute; coverage threshold; formation/term/breach/remedy; duty/breach/cause/scope.
3. **Retrieve:** only the authority needed for the disputed element; confirm current source.
4. **Apply:** claimant's best fact, respondent's best fact, missing evidence and counterargument.
5. **Conclude:** likely/arguable/uncertain + who may act, against whom, on what proved facts, for what consequence.
6. **Review:** unanswered issue? invented source? unproved assumption? remedy disconnected? time exceeded?

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V2 · 2026-10-16

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