

CILEx Civil Practice (Level 7) Practice Test (Sample)

Study Guide



Everything you need from our exam experts!

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Introduction

Preparing for a certification exam can feel overwhelming, but with the right tools, it becomes an opportunity to build confidence, sharpen your skills, and move one step closer to your goals. At Examzify, we believe that effective exam preparation isn't just about memorization, it's about understanding the material, identifying knowledge gaps, and building the test-taking strategies that lead to success.

This guide was designed to help you do exactly that.

Whether you're preparing for a licensing exam, professional certification, or entry-level qualification, this book offers structured practice to reinforce key concepts. You'll find a wide range of multiple-choice questions, each followed by clear explanations to help you understand not just the right answer, but why it's correct.

The content in this guide is based on real-world exam objectives and aligned with the types of questions and topics commonly found on official tests. It's ideal for learners who want to:

- Practice answering questions under realistic conditions,
- Improve accuracy and speed,
- Review explanations to strengthen weak areas, and
- Approach the exam with greater confidence.

We recommend using this book not as a stand-alone study tool, but alongside other resources like flashcards, textbooks, or hands-on training. For best results, we recommend working through each question, reflecting on the explanation provided, and revisiting the topics that challenge you most.

Remember: successful test preparation isn't about getting every question right the first time, it's about learning from your mistakes and improving over time. Stay focused, trust the process, and know that every page you turn brings you closer to success.

Let's begin.

How to Use This Guide

This guide is designed to help you study more effectively and approach your exam with confidence. Whether you're reviewing for the first time or doing a final refresh, here's how to get the most out of your Examzify study guide:

1. Start with a Diagnostic Review

Skim through the questions to get a sense of what you know and what you need to focus on. Your goal is to identify knowledge gaps early.

2. Study in Short, Focused Sessions

Break your study time into manageable blocks (e.g. 30 - 45 minutes). Review a handful of questions, reflect on the explanations.

3. Learn from the Explanations

After answering a question, always read the explanation, even if you got it right. It reinforces key points, corrects misunderstandings, and teaches subtle distinctions between similar answers.

4. Track Your Progress

Use bookmarks or notes (if reading digitally) to mark difficult questions. Revisit these regularly and track improvements over time.

5. Simulate the Real Exam

Once you're comfortable, try taking a full set of questions without pausing. Set a timer and simulate test-day conditions to build confidence and time management skills.

6. Repeat and Review

Don't just study once, repetition builds retention. Re-attempt questions after a few days and revisit explanations to reinforce learning. Pair this guide with other Examzify tools like flashcards, and digital practice tests to strengthen your preparation across formats.

There's no single right way to study, but consistent, thoughtful effort always wins. Use this guide flexibly, adapt the tips above to fit your pace and learning style. You've got this!

Questions

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- 1. Winding-up proceedings are used for which debtor?**
 - A. A company**
 - B. An individual**
 - C. A trust**
 - D. A partnership**

- 2. In arbitration, the arbitrator's decision is typically:**
 - A. The arbitrator's decision is final and binding and can be enforced or appealed in the High Court.**
 - B. The decision is non-binding and can be ignored.**
 - C. The decision must be ratified by a panel.**
 - D. The decision is automatically reviewed by a jury.**

- 3. In the example case, after the settlement, how much does the client receive?**
 - A. £28,000**
 - B. £30,000**
 - C. £29,000**
 - D. £31,000**

- 4. Can more than one interim payment application be made?**
 - A. Yes**
 - B. No**
 - C. Only once**
 - D. Not specified.**

- 5. Express terms are statements made by the parties in the contract.**
 - A. True**
 - B. False**
 - C. They can only be oral**
 - D. They can only be written**

- 6. Which of the following describes specific disclosure?**
- A. An interim application known as specific disclosure, which could include search of the party's home or mobile device.**
 - B. A mandatory disclosure required before proceedings.**
 - C. A disclosure that is limited to internal company emails only.**
 - D. An routine step that replaces initial disclosure.**
- 7. Which of the following lists the elements of negligence?**
- A. Duty owed; breach; causation**
 - B. Duty owed; breach; damages**
 - C. Duty owed; causation; damages**
 - D. Duty owed; breach; causation; damages**
- 8. If a claimant's total is £25,000 but the defendant admits £17,000 liability, leaving £8,000 in dispute, what track is typically used?**
- A. Small claims track**
 - B. Fast track**
 - C. Intermediate track**
 - D. Multi Track**
- 9. Which scenario is an exception to the general rule that acceptance must be communicated?**
- A. Silence on offer**
 - B. Acceptance by conduct**
 - C. Acceptance by post**
 - D. Email acceptance**
- 10. Which item is not required to support an interim payment application?**
- A. The amount requested and what it will be used for.**
 - B. The likely damages that will be awarded.**
 - C. The reasons for believing a relevant ground is satisfied.**
 - D. The dates of all prior court hearings.**

Answers

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1. B
2. A
3. C
4. A
5. A
6. A
7. D
8. A
9. B
10. D

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Explanations

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1. Winding-up proceedings are used for which debtor?

- A. A company
- B. An individual**
- C. A trust
- D. A partnership

Winding-up is the formal process of liquidating a debtor's affairs and assets, with the aim of paying creditors and dissolving the entity. This procedure is reserved for corporate bodies—the company. When a company cannot pay its debts, it can be compelled to wind up by the court or can wind itself up voluntarily by its members. An individual does not undergo winding-up proceedings; they enter bankruptcy instead. A trust or a partnership has different dissolution or administration routes, but the winding-up process described here is specifically about companies. So, the debtor for winding-up proceedings is a company.

2. In arbitration, the arbitrator's decision is typically:

- A. The arbitrator's decision is final and binding and can be enforced or appealed in the High Court.**
- B. The decision is non-binding and can be ignored.
- C. The decision must be ratified by a panel.
- D. The decision is automatically reviewed by a jury.

In arbitration, the award is intended to be a definitive resolution that binds the parties. Once made, it has the force of a final decision and can be enforced in court, typically the High Court, as if it were a judgment. There isn't an ordinary right to appeal the award as you would with a regular court decision; instead, challenges in the High Court are limited to specific grounds (for example, serious irregularity or lack of jurisdiction) to set aside or review the award. ratification by a panel is not required, and there isn't an automatic jury review.

3. In the example case, after the settlement, how much does the client receive?

- A. £28,000
- B. £30,000
- C. £29,000**
- D. £31,000

The key idea is that the settlement figure is the total amount available to resolve the claim, but what you actually get is the net amount after costs and expenses are deducted. In this example, the settlement is £30,000, but £1,000 is taken out to cover the solicitor's fees and disbursements. That leaves £29,000 for the client. So the best answer is the net amount the client receives after these deductions.

4. Can more than one interim payment application be made?

- A. Yes**
- B. No**
- C. Only once**
- D. Not specified.**

Interim payments are payments on account for work done up to a given date, not the final settlement. They're meant to keep cash flowing during the contract and are typically made at regular intervals or when milestones are reached. There's no rule requiring only a single interim payment; you can submit multiple interim payment applications as the project progresses, as long as the contract or the applicable framework allows it and the timing/valuation regime is followed. Each application is followed by a payment notice (or pay less notice) as required, and the amount due is determined accordingly. So, more than one interim payment application can be made.

5. Express terms are statements made by the parties in the contract.

- A. True**
- B. False**
- C. They can only be oral**
- D. They can only be written**

Express terms are the statements the parties have agreed to that set out their rights and obligations under the contract. They can be spoken or written; there's no requirement that express terms must be in writing. If during negotiations the parties agree on a price, delivery date, or specific quality, and that agreement is either spoken or written, those statements are express terms. This is why saying they can only be oral or only written is not correct. Express terms capture what the parties actually agreed to, while other terms may be implied by law or by the contract's conduct, but those aren't express terms unless the parties expressly intended them to be. For example, agreeing that goods will be delivered by a certain date and at a stated price constitutes express terms, whether stated in a written contract or declared orally.

6. Which of the following describes specific disclosure?

- A. An interim application known as specific disclosure, which could include search of the party's home or mobile device.**
- B. A mandatory disclosure required before proceedings.**
- C. A disclosure that is limited to internal company emails only.**
- D. An routine step that replaces initial disclosure.**

Specific disclosure is an interim mechanism that lets a party obtain disclosure of particular documents relevant to the issues, rather than waiting for the broad, routine disclosure process. It's aimed at quickly proving or disproving a specific point by targeting specific documents, and the court can order searches in places under the other party's control to locate them. That's why the description that it's an interim application for specific disclosure, which could include searching the party's home or mobile device, fits best. The other options don't match this idea: mandatory disclosure before proceedings describes a general requirement rather than an interim targeted step; limiting disclosure to internal company emails is too narrow; and a routine step that replaces initial disclosure inaccurately portrays it as a standard, not targeted, early procedure.

7. Which of the following lists the elements of negligence?

- A. Duty owed; breach; causation**
- B. Duty owed; breach; damages**
- C. Duty owed; causation; damages**
- D. Duty owed; breach; causation; damages**

Negligence is proven by four elements that form the whole chain from duty to remedy. First, there must be a duty of care owed to the claimant. Second, that duty must be breached—this means failing to meet the expected standard of care. Third, there must be causation linking the breach to the harm, including both factual causation (the harm wouldn't have happened but for the breach) and the legal connection. Fourth, the claimant must have suffered damages as a result. The option that includes all four elements is the best answer because it covers the full sequence needed for liability in negligence. If any one element is missing—no duty, no breach, no causation, or no damages—the claim doesn't succeed in negligence.

8. If a claimant's total is £25,000 but the defendant admits £17,000 liability, leaving £8,000 in dispute, what track is typically used?

- A. Small claims track**
- B. Fast track**
- C. Intermediate track**
- D. Multi Track**

The key idea is track allocation based on the amount in dispute. The small claims track is used for straightforward monetary claims up to a set limit (typically up to £10,000 for most claims). Here, although the claimant sought £25,000 in total, the amount in dispute is £8,000 after the defendant admits liability for £17,000. Since £8,000 falls within the small claims limit, the case would be allocated to the small claims track. This track is designed to be quicker and cheaper, with a simpler procedure and less emphasis on formal legal representation. If the disputed amount were higher—say above £10,000—the case would move toward the fast track (and for even more complex or higher-value matters, the multi-track would apply).

9. Which scenario is an exception to the general rule that acceptance must be communicated?

- A. Silence on offer**
- B. Acceptance by conduct**
- C. Acceptance by post**
- D. Email acceptance**

Acceptance that is communicated is the usual route to forming a contract, but there is a clear exception: acceptance by conduct. When the offer invites performance rather than a promise, the offeree can accept by carrying out the specified act. The act itself signals that the offer has been accepted, so no separate message saying “I accept” is needed. The contract is formed at the moment the act is performed (subject to the usual limits about revocation before completion). This unilateral-offer scenario shows why conduct can count as acceptance without a direct communication. Silence on an offer generally does not amount to acceptance, since there is no communication of assent. Acceptance by post is another recognized rule, but it still involves a form of communication and is treated differently from acceptance by conduct. Email acceptance is typically treated as effective on receipt, not as an exception to the rule that acceptance must be communicated.

10. Which item is not required to support an interim payment application?

- A. The amount requested and what it will be used for.**
- B. The likely damages that will be awarded.**
- C. The reasons for believing a relevant ground is satisfied.**
- D. The dates of all prior court hearings.**

Interim payment applications are evaluated on the current financial need and the basis for entitlement, so what you include focuses on the amount requested and how it will be used, the grounds you rely on to justify the payment, and any supporting evidence of those grounds. The dates of all prior court hearings don't affect whether an interim payment should be granted; they don't establish the entitlement or the reasonableness of the interim amount and would not assist the court in deciding the application. Therefore, the dates of all prior court hearings are not required to support an interim payment application.

Next Steps

Congratulations on reaching the final section of this guide. You've taken a meaningful step toward passing your certification exam and advancing your career.

As you continue preparing, remember that consistent practice, review, and self-reflection are key to success. Make time to revisit difficult topics, simulate exam conditions, and track your progress along the way.

If you need help, have suggestions, or want to share feedback, we'd love to hear from you. Reach out to our team at hello@examzify.com.

Or visit your dedicated course page for more study tools and resources:

<https://cilexlevel7civilpractice.examzify.com>

We wish you the very best on your exam journey. You've got this!

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