

# SQE 1 - Dispute Resolution: Commencing Proceedings 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. Which document is used as proof that overseas service occurred?**
  - A. Certificate of service**
  - B. Letter of service**
  - C. Acknowledgment of service**
  - D. Return receipt**
  
- 2. Where should the claim form be served for an individual defendant?**
  - A. The usual place of residence**
  - B. The last known business address**
  - C. The address at which the individual is registered for tax purposes**
  - D. Usual or last known residence address**
  
- 3. Why would you want to add, remove or substitute a party?**
  - A. You might want to do this when a party has died**
  - B. The incorrect defendant has been identified**
  - C. An additional party potentially liable needs to be added**
  - D. All of the above**
  
- 4. Which ADR method is explicitly mentioned as usable during DR proceedings?**
  - A. Mediation**
  - B. Arbitration only**
  - C. Court-ordered fines**
  - D. Summary judgment**
  
- 5. No permission is needed to serve within the EU if which condition is met?**
  - A. The claim was made before 1 January 2021**
  - B. The contract contains an English jurisdiction clause**
  - C. Both the claim was made before 1 January 2021 and the contract contains an English jurisdiction clause**
  - D. Neither A nor B**

- 6. Which statement is true about days?**
- A. The starting day is not counted**
  - B. The ending day is always counted**
  - C. Weekends counted**
  - D. Bank holidays counted**
- 7. What is Document Exchange?**
- A. A private postal service used by solicitors that guarantees next-day delivery**
  - B. A public portal for court filings**
  - C. A standard postal service with no guarantees**
  - D. A digital messaging platform**
- 8. What is a summary judgment?**
- A. A judgment after a full trial with evidence.**
  - B. A judgment without a trial where there is no real prospect of success for the other side.**
  - C. A preliminary ruling on a point of law only.**
  - D. A consent order between parties.**
- 9. What must be done when the court grants an application to add, remove or substitute a party?**
- A. A copy of the order must be served on every party to the proceedings and in any other person affected by the order**
  - B. The order becomes effective automatically without notice**
  - C. Only the claimant needs to be notified**
  - D. The court will draft a fresh claim form**
- 10. What is the effect of sealing the claim form?**
- A. Stops the limitation period running**
  - B. Starts the limitation period**
  - C. Extends court's jurisdiction**
  - D. Dismisses the claim**

## Answers

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

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## **Explanations**

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**1. Which document is used as proof that overseas service occurred?**

- A. Certificate of service**
- B. Letter of service**
- C. Acknowledgment of service**
- D. Return receipt**

The main idea is how courts verify that documents were properly served, especially when the service happens abroad. The formal proof used is a certificate of service. This document is prepared by the person who carried out the service and it records essential details: who was served, when, where, and by what method. It provides a clear, court-facing statement that service occurred, which is exactly what's needed to move the case forward in overseas matters. This is preferable to other options because a certificate of service is a recognized, official record used specifically to prove service. Acknowledgment of service is something the recipient signs to indicate receipt, but it isn't the standard proof the court requires to establish that service took place. A return receipt shows that mail was delivered to an address, but it doesn't confirm who actually received it or that the service complied with procedural rules. A term like "letter of service" isn't a standard mechanism for proving service in court records. So, the document that best proves overseas service occurred is the certificate of service.

**2. Where should the claim form be served for an individual defendant?**

- A. The usual place of residence**
- B. The last known business address**
- C. The address at which the individual is registered for tax purposes**
- D. Usual or last known residence address**

The key rule is that a claim form for an individual defendant should be served at the defendant's address for service, which is normally their usual residence. If that address cannot be located, you can serve at the last known address. This approach ensures the defendant is most likely to receive notice of the claim and keeps the process fair. Serving at a business address or a tax-registration address isn't appropriate for individuals. Therefore, the correct option is the one that uses the usual residence, or, if that's unknown, the last known residence.

**3. Why would you want to add, remove or substitute a party?**

- A. You might want to do this when a party has died**
- B. The incorrect defendant has been identified**
- C. An additional party potentially liable needs to be added**
- D. All of the above**

In civil proceedings, changing who is in the case as a party is allowed to reflect who is truly responsible or who must be bound by the judgment. This helps the case proceed fairly and avoid injustice. If someone dies during the dispute, the claim can continue by substituting the deceased's estate or personal representative. This keeps the right party in the litigation and ensures the claim isn't moot simply because the individual died. If the wrong person has been named, you substitute the correct defendant. This ensures the actual liable party faces the claim and that any judgment will bind the right person, rather than a nonliable individual. If there's another party who could also be liable, you can add them to the action. Bringing in a potentially liable party ensures all responsible parties are before the court and that the claim can be resolved with everyone who might be responsible involved. So all of these situations are legitimate reasons to add, remove, or substitute a party, making them the best answer.

**4. Which ADR method is explicitly mentioned as usable during DR proceedings?**

- A. Mediation**
- B. Arbitration only**
- C. Court-ordered fines**
- D. Summary judgment**

Mediation is the method highlighted here because DR proceedings explicitly permit using a neutral mediator to help parties reach a settlement without going to trial. Mediation focuses on cooperation and offers a confidential, voluntary route to resolve the dispute, which fits the goal of DR to settle efficiently and amicably. Arbitration is another ADR path, but it delivers a binding decision after a private hearing, and it isn't described as an option explicitly usable within DR proceedings in the same way mediation is. Court-ordered fines and summary judgment aren't ADR techniques at all; fines are punitive measures, and summary judgment is a court procedure to decide a claim without a full trial. So mediation best matches the scenario as the explicitly usable ADR option during DR proceedings.

**5. No permission is needed to serve within the EU if which condition is met?**

**A. The claim was made before 1 January 2021**

**B. The contract contains an English jurisdiction clause**

**C. Both the claim was made before 1 January 2021 and the contract contains an English jurisdiction clause**

**D. Neither A nor B**

The main idea here is that permission to serve a claim outside England is normally required, but there's a clear exception when the contract itself shows a party's consent to English jurisdiction. If the contract contains an English jurisdiction clause, it means the parties have agreed that disputes will be heard in English courts. That consent to English jurisdiction allows the proceedings to be served within an EU member state without needing the court's separate permission. The other options don't establish that consent: simply the timing of the claim or the absence of a jurisdiction clause does not waive the permission requirement, so they don't justify serving without permission.

**6. Which statement is true about days?**

**A. The starting day is not counted**

**B. The ending day is always counted**

**C. Weekends counted**

**D. Bank holidays counted**

In calculating time limits for legal steps, you start counting from the day after the triggering event, so the starting day is not counted. You then count the prescribed number of days, and the last day is included only if it falls on a day when action is allowed; if the final day would be a weekend or a bank holiday, the deadline typically moves to the next working day. This is why the statement about the starting day not being counted is the true one. The other statements aren't universally correct: the ending day isn't guaranteed to be counted in every situation, and weekends or bank holidays aren't necessarily counted when you're computing standard deadlines.

**7. What is Document Exchange?**

**A. A private postal service used by solicitors that guarantees next-day delivery**

**B. A public portal for court filings**

**C. A standard postal service with no guarantees**

**D. A digital messaging platform**

Document Exchange is a private postal/delivery system used by solicitors to send documents to and from the court and other parties. It offers a fast, secure channel with guaranteed next-day delivery, which helps ensure documents arrive promptly and there's a reliable record of receipt. It's not a public portal for court filings, not just a standard post service without guarantees, and not a digital messaging platform.

## 8. What is a summary judgment?

- A. A judgment after a full trial with evidence.
- B. A judgment without a trial where there is no real prospect of success for the other side.**
- C. A preliminary ruling on a point of law only.
- D. A consent order between parties.

A summary judgment is a decision given by the court without a full trial when there is no real prospect that the other side can succeed on the facts. The court looks at the pleadings and the supporting evidence and decides that even if every fact alleged by the opposing side is true, there is no triable issue to go to trial. Because no genuine dispute about material facts exists, the case (or part of it) can be resolved now, saving time and expense. It's not a judgment after a trial, which would require the full presentation of evidence. It's not merely a preliminary ruling on a point of law alone, which would address legal questions rather than the fullness of the facts. And it's not a consent order, which is an agreement reached by the parties and turned into an order. If there are genuine issues of fact, the court will deny the summary judgment and the matter proceeds to trial.

## 9. What must be done when the court grants an application to add, remove or substitute a party?

- A. A copy of the order must be served on every party to the proceedings and in any other person affected by the order**
- B. The order becomes effective automatically without notice
- C. Only the claimant needs to be notified
- D. The court will draft a fresh claim form

When a court grants an application to add, remove or substitute a party, the change must be formally communicated to those affected. The order should be served on every party to the proceedings and on any other person affected by the order. This ensures everyone knows about the new or changed party, can take any necessary steps (such as updating pleadings or preparing responses), and the order binds those affected from service. Service of the order protects due process by preventing surprise and potential prejudice. The other options fall short because the order does not take effect automatically without notice, and it isn't enough to notify only the claimant. There isn't a blanket requirement to draft a fresh claim form simply because a party has been added, removed, or substituted; any such filing depends on the specific procedural steps required for the case.

**10. What is the effect of sealing the claim form?**

**A. Stops the limitation period running**

**B. Starts the limitation period**

**C. Extends court's jurisdiction**

**D. Dismisses the claim**

Sealing the claim form marks the formal start of court proceedings, and under the Limitation Act the time allowed for bringing a claim is paused while an action is pending in court. Once the claim form has been sealed, the clock stops running on the limitation period, giving the claimant time to progress the case without losing the right to sue. This tolling applies from issue (the point the claim is sealed) through the ongoing proceedings, and is not about expanding jurisdiction or dismissing the claim. It simply prevents the limitation period from expiring while the case is in the courts.

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## 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](mailto:hello@examzify.com).**

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

**<https://sqe1disputeresolution.examzify.com>**

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

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