

OSCOLA basic referencing formats

Acts

Consumer Rights Act 2015

Human Rights Act 1998, s15 (1) (b)

Explanation:

S15 – Section 15

(1) – subsection 1

(b) – paragraph b

Books and Ebooks

Catherine Elliott and Francis Quinn, *Contract Law* (10th edn, Pearson 2015) 234

Add - 234 – page pinpoint – use if quoting or paraphrasing a particular point in the book

In bibliography

- Elliott C and Quinn F – surname first
- no page numbers needed

Cases

If multiple citations for one case just use first citation for pre 2001 and first 2 for 2001 onwards, unless you specifically refer to a subsequent citation

Pre 2001

Holwell Securities v Hughes [1974] 1 All ER 161 (CA)

Cases from 2001 - include the neutral citation

Corr v IBC Vehicles Ltd [2008] UKHL 13, [2008] 1 AC 884

Explanation:

Corr v IBC Vehicles Ltd - party names

2008 – date

UKHL 13 – the 13th case heard in the House of Lords in 2008

AC – Appeals Cases - Law Reports Publication

1 – Volume 1 in 2008

884 – page number

NB: Material from Lexis and Westlaw does NOT need a website address. For cases found in textbooks use the case citation only. No need to include the textbook in the footnote but do include the book in the bibliography.

Encyclopaedias / Dictionaries

Print - Halsbury's Laws (5th edn, 2010) vol.57 para 53

From Lexis - Halsbury's Laws (2015) vol.8 para 147

Print Dictionary - 'no-fault compensation', *Oxford Dictionary of Law* (7th edn, OUP 2013)

Online Dictionary - 'philosophy, n' (*OED Online*, OUP June 2013) <www.oed.com/view/Entry/142505> accessed 21 August 2013.

Hansard and Select Committee Reports

Hansard

HC Deb 16 September 2010, vol 515, cols 1038 -1125

Select Committee:

Environment, Food and Rural Affairs Committee, *Draft Animal Welfare (Sentencing and Recognition of Sentience) Bill* (HC 2018, 709)

Journal articles

Whole articles – David McLaughlan, 'A Better Way Of Making Sense of Contract' (2006) 132 LQR 577

Specific page - David McLaughlan, 'A Better Way Of Making Sense of Contract' (2006) 132 LQR 577, 588

Explanation:

132 – Volume

LQR – abbreviation for Law Quarterly Review

577 – first page number – use if summarising an idea from the whole article

588 – page pinpoint – use if quoting or paraphrasing a particular point in the article.

NB: A few journals do not have volume numbers eg Public Law. In this case use square brackets around date eg

Paul Craig, 'Constitutional Foundations, the Rule of Law and Supremacy' [2003] PL 92

Websites

Law Commission, 'Unfair Terms in Consumer Contracts' (*Law Com*, 2013) < www.lawcom.gov.uk/wp-content/uploads/2015/06/unfair_terms_in_consumer_contracts_advice.pdf > accessed 4 October 2016

NB: Material from Lexis, Westlaw and Onesearch does NOT need a website address

European Materials

EU Treaties and Legislation

Treaty of Lisbon amending the Treaty on European Union and the Treaty establishing the European Community [2007] OJ C306/01

Directives

Council Directive 93/104/EC concerning certain aspects of the organisation of working time [1993] OJ L307/18

Cases

Case T-344/99 *Arne Mathisen AS v Council* [2002] ECR II-2905

EU Human Rights

Omojudi v UK (2010) 51 EHRR 10

Abbreviations in Footnotes

You may wish to re-use references in footnotes. You can simply add the whole reference again or you can use the following:

Where the reference is straight after the initial one use 'ibid'

² Sale of Goods Act 1979

³ ibid see in particular s 2

Where the citation is on a subsequent page use 'n x' eg:

²⁶ Austin (n 1) – this refers to the Austin citation at footnote 1

A Source cited in a Secondary Source

You find a source quoted in another publication. Ideally you should try and find the original. But if this is not possible then use:

Lord Denning, *The Discipline of Law* (Butterworths 1979) Chapter 5 (as cited in C Turner, *Unlocking Contract Law* (4th edn, Routledge 2014) 196

Further details

The full guide and updates can be found at <https://www.law.ox.ac.uk/research-subject-groups/publications/oscola>

Turnover for details of how to layout your references

OSCOLA referencing layout

This is done in three parts:

1. Adding a **footnote marker** in your text using the **referencing** menu in Microsoft Word

A key act for contract law according to Elliott & Quinn¹ is the Sale of Goods Act 1979.² This sets out in particular how contracts are made.³ *Howlett Securities v Hughes*⁴ set the precedent about escaping the postal rule. McLaughlan⁵ highlights problems with language used in contracts. A Law Commission⁶ project in 2013 led to changes in the law on unfair terms in the Consumer Rights Act 2015.⁷

2. Add the reference in the **footnote** at the bottom of the page

¹ C Elliott and F Quinn, *Contract Law* (10th edn, Pearson 2015)

² Sale of Goods Act 1979

³ *ibid* see in particular s 2

⁴ *Howlett Securities v Hughes* [1974] 1 All ER 161

⁵ D McLaughlan, 'A Better Way Of Making Sense of Contract' (2006) 132 LQR 577

⁶ Law Commission, 'Unfair Term In Consumer Contracts' (*Law Com*, 2013)

[http://www.lawcom.gov.uk/wp-](http://www.lawcom.gov.uk/wp-content/uploads/2015/06/unfair_terms_in_consumer_contracts_advice.pdf)

[content/uploads/2015/06/unfair_terms_in_consumer_contracts_advice.pdf](http://www.lawcom.gov.uk/wp-content/uploads/2015/06/unfair_terms_in_consumer_contracts_advice.pdf) accessed 4 October

2016

⁷ Consumer Rights Act 2015

3. Creating a **bibliography** at the end of your work.

- Divide into sections by types of material.
- Can include items read but not cited in the text
- For books and journals put surnames before initials eg see Elliott and Quinn in the example box

Bibliography

Acts

Consumer Rights Act 2015

Sale of Goods Act 1979

Books

Elliott C and Quinn F, *Contract Law* (10th edn, Pearson 2015)

Cases

Howlett Securities v Hughes [1974] 1 All ER 161

Journal articles

McLaughlan D, 'A Better Way Of Making Sense of Contract' (2006) 132 LQR 577

Websites

Law Commission, 'Unfair Term In Consumer Contracts' (*Law Com*, 2013) http://www.lawcom.gov.uk/wp-content/uploads/2015/06/unfair_terms_in_consumer_contracts_advice.pdf accessed 4 October 2016