



Wednesday 14 May 2014 – Afternoon

GCSE LAW

B144/01 Consumer Rights and Responsibilities

Candidates answer on the Question Paper.

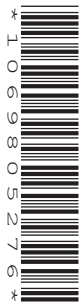
OCR supplied materials:

None

Other materials required:

None

Duration: 1 hour



Candidate forename		Candidate surname	
Centre number		Candidate number	

INSTRUCTIONS TO CANDIDATES

- Write your name, centre number and candidate number in the boxes above. Please write clearly and in capital letters.
- Use black ink. HB pencil may be used for graphs and diagrams only.
- Answer **all** the questions.
- Read each question carefully. Make sure you know what you have to do before starting your answer.
- Write your answer to each question in the space provided. Additional paper may be used if necessary but you must clearly show your candidate number, centre number and question number(s).
- Do **not** write in the bar codes.

INFORMATION FOR CANDIDATES

- The number of marks is given in brackets [] at the end of each question or part question.
- The total number of marks for this paper is **60**.
- The quality of written communication is assessed in the question marked with an asterisk (*).
- This document consists of **16** pages. Any blank pages are indicated.

BLANK PAGE

Question 1 begins on page 3

PLEASE DO NOT WRITE ON THIS PAGE

3

Answer **all** questions.

- 1 (a) A contract can contain different types of terms.

Identify the correct type of contract term for each of the following definitions. Write your answer in the right hand column next to the appropriate definition.

Definition	Type of contract term
A term agreed by the parties when the contract is made.	
A term inserted into a contract automatically.	
A term which does not 'go to the root of a contract'.	

[3]

- (b) The law of negligence is a way in which people are protected from harm. Several things must be proved to create liability.

Complete each of the statements below.

Causation in negligence is assessed by using the test.

Breach of duty uses the 'reasonable man' which is an test.

A duty of care means that a manufacturer must not cause harm.

[3]

Question 2 begins on page 4

2 Read each of the following **three** situations and answer the questions below.

- (i) Steve employs Frank, an experienced builder, to build a shed in his garden. Steve wants to work in his shed and tells Frank it is important that it is well-insulated. Frank quotes Steve £10,000 to do the job and Steve agrees the price. Frank buys cheap insulation to make a bigger profit. Frank rushes the job and when the shed is finished it is too cold for Steve to work in.
- (ii) Gemma tells the salesman at an electrical shop that she wants to buy a quiet dishwasher because it will be in her kitchen, where she has dinner parties. The salesman recommends a dishwasher, saying it is the quietest on the market. Gemma says that the door can only be a certain size or it will not open when guests are having dinner. The salesman says the dishwasher will be fine. Gemma buys the dishwasher but it is very noisy and her guests have to move when she wants to open the door.
- (iii) Roger wants to paint his bedroom blue. He goes to a do-it-yourself store and picks up a can which says 'all-purpose internal paint'. Roger buys the paint and paints his bedroom. Roger really likes the colour and he has some paint left over so he decides to paint the outside of his front door blue. A week later it rains and the paint peels off the door.

(a) Select the statutory implied term from the **Sale of Goods Act 1979** or the **Supply of Goods and Services Act 1982** which is most likely to be used in each of the above situations.

(i) Steve

.....

(ii) Gemma

.....

(iii) Roger

.....

[3]

(b) Explain, giving a reason, whether the implied term has been breached in each of the situations (i), (ii) and (iii). State the best remedy, if any, in your answer.

(i) Steve

.....

.....

.....

.....

.....

.....

.....

..... [3]

(ii) Gemma

.....

.....

.....

.....

.....

.....

.....

.....

..... [3]

(iii) Roger [3]

7

BLANK PAGE

Question 3 begins on page 8

PLEASE DO NOT WRITE ON THIS PAGE

3 (a) Read the following passage and fill in the missing words from the list below:

- clothing
- foodstuffs
- number
- primary
- quality
- ultimate.

A negligence claim is not concerned with the of defective products.

The first cases in negligence applied only to

Although the most obvious person to sue is the manufacturer, a claimant can be described as the '..... consumer'.

[3]

(b) Identify **three** products or goods which are specifically **not** covered by the **Consumer Protection Act 1987**.

1

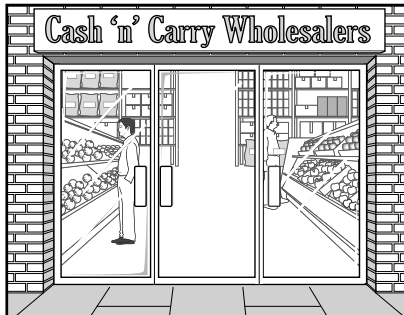
2

3

[3]

- (c) The **Consumer Protection Act 1987** provides protection to consumers. Under the Act, one of the categories of people which can be sued is the producer.

Select which **three** illustrations below show categories of people regarded as **producers**. Place ticks in the boxes next to the correct illustrations.



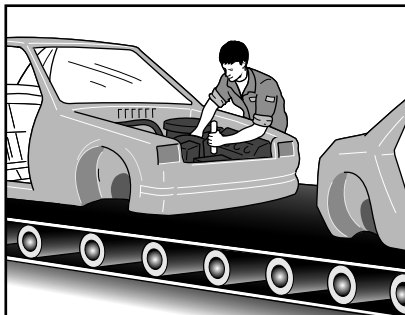
Wholesaler

A



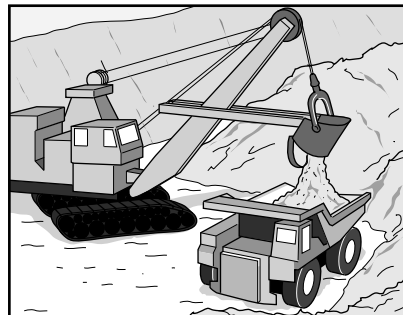
Shop

B



Car manufacturing

C



Mineral extraction

D



Shoe repairer

E



Freezing vegetables

F

[3]

Roberto
.....
.....
.....
.....
.....
.....
.....
.....
..... [3]

Emily
.....
.....
.....
.....
.....
.....
.....
.....
..... [3]

4 (a) Exclusion clauses can be included in contracts.

Place a tick next to the **three** clauses listed below which **will** be considered to be part of the contract.

	Clause	Tick
A	Alex drives into a car park, takes a ticket at the entrance after putting money into the ticket machine and parks his car. The ticket contains a clause exempting liability for damage to cars.	
B	Mark takes his car to a new local garage to be fixed. He is given a receipt and is asked to read it before leaving. It contains a statement that the garage is exempt from liability for negligent work.	
C	Renu collects a regular order for some office supplies from a wholesaler she has contracted with on the same basis for several years. There is a clause on the invoice exempting liability for damage to goods.	
D	Waleed goes to stay in a hotel. When he gets to his room there is a notice exempting the hotel for loss or damage to any client's goods inside the hotel.	
E	Claire has negotiated a contract for supplying new desks to her business. Both parties sign a contract which contains a clause exempting liability for breach of contract.	

[3]

(b) The **Unfair Terms in Consumer Contracts Regulations 1999** make sure that a seller cannot take advantage of a consumer by using 'unfair terms'.

(i) State what is meant by an unfair term.

.....
 [1]

(ii) Identify **two** examples of unfair terms.

1

 2
 [2]

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

END OF QUESTION PAPER

15
BLANK PAGE

PLEASE DO NOT WRITE ON THIS PAGE

PLEASE DO NOT WRITE ON THIS PAGE



Copyright Information

OCR is committed to seeking permission to reproduce all third-party content that it uses in its assessment materials. OCR has attempted to identify and contact all copyright holders whose work is used in this paper. To avoid the issue of disclosure of answer-related information to candidates, all copyright acknowledgements are reproduced in the OCR Copyright Acknowledgements Booklet. This is produced for each series of examinations and is freely available to download from our public website (www.ocr.org.uk) after the live examination series.

If OCR has unwittingly failed to correctly acknowledge or clear any third-party content in this assessment material, OCR will be happy to correct its mistake at the earliest possible opportunity.

For queries or further information please contact the Copyright Team, First Floor, 9 Hills Road, Cambridge CB2 1GE.

OCR is part of the Cambridge Assessment Group; Cambridge Assessment is the brand name of University of Cambridge Local Examinations Syndicate (UCLES), which is itself a department of the University of Cambridge.