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Oxford Cambridge and RSA

**Monday 11 May 2015 – 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	
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Centre number						Candidate number				
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**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 **12** pages. Any blank pages are indicated.

2

Answer **all** questions.

- 1 (a) A contract must be formed according to certain standard rules.

Write the most appropriate rule next to the correct description in the table below.

Description	Rule
One person makes a legitimate offer and the other person accepts the offer unconditionally.	
Both parties agree that they should be able to enforce the contract in a court if necessary.	
Something that is given by a contracting party in return for what he is receiving from the other party.	

[3]

- (b) One presumption in contract law relates to domestic agreements.

Explain how this presumption operates in law.

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..... [3]

3

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

- binding
- certain
- induce
- material
- permanent
- provoke.

A misrepresentation is a statement of ..... fact. It is made by one party to a contract to the other party to the contract. This takes place during negotiations leading up to the formation of the contract. The misrepresentation is intended to ..... the other party to enter the contract but is not a ..... obligation under the contract.

[3]

(b) The **Sale of Goods Act 1979** states that goods should be of 'satisfactory quality'.

Put ticks in the appropriate boxes below to identify which factors would **and** which factors would not be taken into account in deciding whether the goods are of satisfactory quality.

Factors	Would	Would not
Appearance and finish		
Safety of the goods		
Durability of the goods		
Freedom from minor defects		
Expectation of the person buying the goods		
The amount of goods bought		

[6]

- (c) The **Supply of Goods and Services Act 1982** contains implied terms to protect consumers when they are provided with a service.

For each of the consumers below state the implied term on which they will be able to rely and give a reason why.

Every year Gary contracts with Jerry to sharpen the blades on his lawn mower. For the last three years Gary has paid Jerry £70 but this time Jerry gives him a bill for £300.

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..... [2]

Cherie contracts with a plumber to install a hot-tub in her garden. The first time Cherie switches the hot-tub on it leaks from several places.

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..... [2]

Roberto contracts with Natalie to install a new greenhouse in his garden the following weekend. He tells Natalie that he wants to use it immediately. When Natalie delivers the parts she says she will not be back for three weeks to build the greenhouse.

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..... [2]

5

- (d) To have a successful claim in negligence the claimant must show that a duty of care existed, that the duty was broken and that foreseeable damage resulted.

Read the following scenarios and identify if any of the defendants would be liable in negligence or not. Write Yes or No in the right-hand column.

Scenario	Yes or No
Gethin, a farmer, produces and supplies dairy products to a local restaurant. A batch of Gethin's cheese contains harmful bacteria because he forgot to clean the cheese-making equipment. Several of the restaurant customers become ill after eating the cheese.	
Dylan runs a business servicing motor boats. When servicing a boat belonging to Fred, Dylan forgets to tighten the propeller shaft. When Fred uses the boat it goes off course, crashes and is badly damaged.	
Irma runs a business providing outdoor special effect displays. Irma carefully sets up a display on stage at Hardeep's wedding. Before the display starts a wild beaver eats through a safety cable and the stage catches fire and is destroyed.	

[3]

- 3 (a) The **Unfair Contract Terms Act 1977 (UCTA)** limits the operation of exclusion clauses for both contractual breaches and tort damage.

Read the passage below and fill in the gaps using words from the list below:

- business
- consumer
- correct
- invalid
- lawful
- reasonable.

The **UCTA** distinguishes between consumer purchases and inter-business deals. The Act makes certain types of exclusions ..... so they cannot be enforced against the ..... Other types of exclusion clauses are enforceable only if they are .....

[3]

- (b) Put ticks in the appropriate boxes below to identify which are consumer contracts and which are not.

Scenario	Consumer contract	Not consumer contract
Andy buys new chairs for the school café.		
Sunil buys chairs for the breakfast bar in his kitchen.		
Myvanwy buys fresh vegetables from a local farmer every week.		
Patrick regularly buys fresh vegetables for his restaurant from a local farmer.		
Helen buys a specially designed chair for her study.		
John buys discounted left-over vegetables from a farmer each month to sell on.		

[6]

- (c) Rose always takes her jewellery to Zarkles Jewellers for cleaning. Usually she signs a form allowing them to do any necessary cleaning and remedial work. The detailed form contains a number of conditions, one of which states 'Zarkles is not responsible for any damage, theft or loss'. Yesterday, Rose took her jewellery to Zarkles but was not asked to sign a form. In the afternoon some of her jewellery disappeared from Zarkles when the jeweller left it on the shop counter while helping another customer.

Explain **three** factors that will determine whether Zarkles will be able to rely on an exclusion clause.

1 .....

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2 .....

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3 .....

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[6]

- (d) The **Unfair Terms in Consumer Contracts Regulations 1999** are different from the **UCTA**.

Select the **three** statements that are true by putting a tick in the right-hand column next to each of the **correct** statements.

Statement	True
The Regulations cover only exclusion clauses.	
The Regulations were introduced to comply with an EU Directive.	
The Regulations are not suitable for standard form contracts.	
The Regulations try to prevent businesses taking an unfair advantage of consumers.	
The Regulations say that contractual terms should be expressed in plain and easily understood language.	
The Regulations do not apply to any term individually negotiated.	

[3]

- 4 (a) The table below describes three types of defendant who could be sued under the Consumer Protection Act 1987.

Write the type of defendant next to the correct description in the table.

Description	Type of Defendant
This person sells the goods from his shop.	
A person who makes the goods in his factory.	
Someone who has a large warehouse and sells goods to shopkeepers.	

[3]

- (b) In the following scenarios write either True or False in the right hand column to indicate if any of the defendants have a defence under the **Consumer Protection Act 1987**.

Scenario	True or False
Betty sold a defective product but offered to repair it and make good any damage.	
Euan steals goods from Scott's shop and injures himself as the goods were defective. Euan sues Scott.	
François supplied dangerous goods; however the goods had been checked and complied with EU safety regulations.	
Gregor sold a product which caused thick smoke to appear when it was in contact with cleaning fluid. No-one was aware this would happen.	
Nabillah sold a defective product to her friend.	
Paul sold a sealed product that had been contaminated with bleach by a protester.	

[6]



**(c)\*** The **Consumer Protection Act 1987** concerns product safety and was introduced following an EU directive. The Act has benefited the consumer but still has some limitations.

Discuss the benefits **and** limitations of the **Consumer Protection Act 1987**.

[9]

This image shows a full page of primary-ruled paper. It features approximately 20 horizontal dashed lines spaced evenly down the page, providing a guide for handwriting practice. The lines are thin and light gray, set against a plain white background. There are no margins, text, or other markings on the page.

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**END OF QUESTION PAPER**

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