

**OCR**

Oxford Cambridge and RSA

**Monday 14 May 2018 – Morning****GCSE LAW****B144/01** Consumer Rights and Responsibilities

Candidates answer on the Question Paper.

**OCR supplied materials:**

None

**Other materials required:**

None

**Duration:** 1 hourCandidate  
forenameCandidate  
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. If additional space is required, you should use the lined page(s) at the end of this booklet. The question number(s) must be clearly shown.
- Do **not** write in the barcodes.

**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) When a contract is formed it is an agreement between two parties that can be enforced in a court.

Read the descriptions on the rules on the formation of contract below. Identify which are **false** by placing a tick in the appropriate column.

Description	Tick
The courts will not usually consider that promises made in a domestic agreement are intended to be enforceable.	
When a person offers to sell a table to another person they can withdraw the offer at any time.	
A contract is only formed when the agreement is in writing.	
An agreement only occurs when one party makes an offer which the other party accepts unconditionally.	
The courts will usually consider that promises made in a business agreement are intended to be enforceable.	
An agreement to sell a diamond ring worth £15,000 for £10 could not be enforced by the courts.	

[3]

- (b) Read the passage below and fill in the missing words from the following list.

- Exclusion
- Foreseeable
- Omission
- Predictable
- Regulation
- Standard

Negligence occurs when the defendant owes a duty of care to the claimant and this is breached. The breach can be by an act or ..... which falls below the ..... that is appropriate to the duty and where the defendant's breach of duty causes ..... damage to the claimant.

[3]

3

- 2 (a) The terms of a contract can be created by an express agreement between parties or those implied by law.

Write **true** or **false** next to each of the statements.

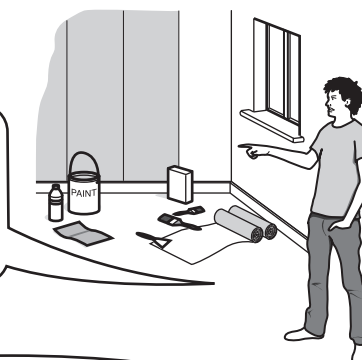
Description	True or False
Opinions can be relied on because each party's opinion is equally valid.	
Terms are incorporated into a contract and a party can sue for breach of contract.	
A misrepresentation will allow a party to get out of a contract or sue for compensation.	
Representations are part of a contract and can be relied upon in court.	
Trade puffs are advertising boasts and cannot be relied on.	
Expert opinions are often terms and can be relied on.	

[6]

- (b) Look at the following illustrations (i), (ii) and (iii) and complete 2(b) and 2(c) which follow them.

(i)

"It took two days for the decorator to wallpaper my neighbour's hallway. He's taken over a month on mine and he still hasn't finished!"



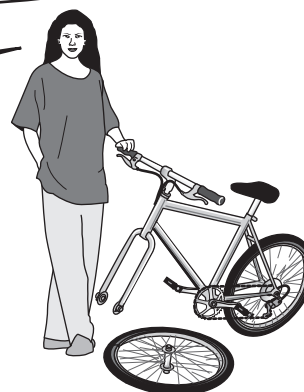
(ii)



"I looked in the shop yesterday and bought this coat. Today it's ripped even though it's the first time I've worn it."

(iii)

"I bought this at the weekend and the salesman showed me a picture in the catalogue and said it would be perfect for the mountain bike race today."



Identify which statutory implied term from either the **Sale of Goods Act 1979** or the **Supply of Goods and Services Act 1982** is involved in each of the situations (i), (ii) and (iii).

Situation (i) .....

.....

Situation (ii) .....

.....

Situation (iii) .....

.....

[3]

5

- (c) Discuss if an implied term has been breached, why and what the most appropriate remedy would be in each of the situations (i), (ii) and (iii).

(i) .....

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(ii) .....

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(iii) .....

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[9]

- 3 (a) The **Consumer Protection Act 1987** contains some important defences for producers. One of those defences is that a product must comply with statutory or European Union obligations. List **three** other defences contained within the 1987 Act.

1 .....

2 .....

3 .....

[3]

- (b) Helga buys a new trouser press. At home, she carefully reads the manufacturer's instructions and plugs it in to use. Unfortunately due to a defect in the manufacture of the trouser press, it overheats and sprays steam everywhere. The escaping steam has burnt the walls and cupboards and Helga's face is badly burnt.

In the chart below write either **yes** or **no** next to each description

Claim	Yes/No
Helga can claim for a replacement trouser press	
Helga can claim for the cost of redecoration	
Helga cannot claim for the cost of new cupboards	
Helga can claim for the injuries to her face	
Helga cannot claim for the cost of medication she now needs	
Helga can claim for transport costs to and from hospital for her treatment	

[6]

- (c) The **Consumer Protection Act 1987** identifies four categories of people that can be sued and therefore provides protection to the consumer. One of these is a producer. List **three** others stated in the Act.

1 .....

2 .....

3 .....

[3]

(d) In each of the following **three** scenarios explain if the **Supply of Goods and Services Act 1982** will apply and what will be the most appropriate remedy, if any.

- (i) Otti has bought a new gas cooker and the cost includes fitting. When the cooker is delivered Otti is informed that the cooker can only be fitted the following Monday when a special part arrives. Otti is unhappy at having to wait.
- (ii) Jane is a well known professional cake decorator. Gregor is so impressed by the cake Jane made for his friend Monti that he orders a birthday cake without confirming the price. Jane makes the cake and charges Gregor £75 more because Gregor had asked for an extra layer on top.
- (iii) Fergus employs Ronni to remove some branches from his trees. Ronni says his boss, a tree expert, will check how the trees should be cut. The work is not checked but completed. Fergus is upset when his trees start to die a few days later and complains to Ronni who said that his boss had been too busy to check.

(i) Otti .....

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(ii) Gregor .....

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(iii) Fergus .....

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[6]

- 4 (a) **The Unfair Contracts Terms Act 1977** was introduced to comply with European Union (EU) law by making certain types of exclusion clauses unenforceable against the consumer.

Read the passage below and fill in the missing words from the following list.

Damage  
Death  
Implied  
Known  
Negotiated  
Reasonable

In a consumer contract there can be no exclusion of liability for ..... caused by a seller's negligence or for liability for breaches of ..... conditions under the Sale of Goods Act 1979 and Supply of Goods and Services Act 1982. Some other types of exclusion clauses will only be enforceable against a consumer if they are .....

[3]

- (b) Certain contractual terms will be considered unfair and therefore invalid under the **Unfair Terms in Consumer Contracts Regulations 1999**.

Identify **three** examples of an unfair term below by putting a tick in the right hand column next to the scenario.

Scenarios	Tick
A seller can back out of a contract at any time but the consumer cannot back out at all.	
The seller alters the contract after consulting with the consumer.	
The consumer is absolutely bound but the supplier can choose whether to be bound.	
The seller can change the terms of the contract without consulting with the consumer.	
The consumer is given the chance to buy goods elsewhere after the seller announces that prices of goods he was selling at will increase.	
The contract terms are long but they are written in plain language.	

[3]



- (c) In the following situations explain why the exclusion clause **will** or **will not** be valid.

Jasper visits an activity centre and pays to go on a zip-wire across the lake. On the back of the ticket it says "this company accepts no liability for accidents or damage caused by using this zip-wire". Oil leaks from the zip-wire onto Jasper's track suit and it is ruined.

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Grace buys a power-boat from Rory. Rory specifically tells Grace that it is in full working order and is 'sold as seen'. Grace signs the contract. When she uses the boat the engine does not work. Rory knew about the fault when he sold the boat.

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Manjeet buys a motor home for her European holidays. The contract contains a price variation clause based on currency exchange rates. When she collects the motor home the price has gone up in line with exchange rate rises.

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[6]

10

- (d)\* Exclusion clauses result in consumers contracting on unequal grounds with businesses. In consequence, the law provides some protection for consumers. Discuss **two** potential consequences for consumers if they did not have these protections.

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2 .....

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[6]

END OF QUESTION PAPER



[illegible]

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