

GENERAL CERTIFICATE OF SECONDARY EDUCATION

LAW

Consumer Rights and Responsibilities

B144

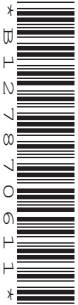
Candidates answer on the question paper.

OCR supplied materials:
None

Other materials required:
None

Friday 20 May 2011
Afternoon

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. Pencil may be used for graphs and diagrams only.
- 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).
- Answer **all** the questions.
- 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**.
- Your quality of written communication is assessed in the question marked with an asterisk (*).
- This document consists of **12** pages. Any blank pages are indicated.

- 1 (a) Identify the **three** essential elements needed to prove a claim in negligence.

Element 1

Element 2

Element 3 [3]

- (b) There are **two** main types of terms, **conditions** and **warranties**. The difference between them is important to a person claiming a breach of contract.

In the right hand column write **true** next to the **three** accurate statements.

	Statement	True
(i)	A condition is a minor term.	
(ii)	A condition is often said to 'go to the root of the contract', meaning it is essential to the contract.	
(iii)	A breach of a condition allows the claimant to claim for damages and to avoid his own obligations if he wishes.	
(iv)	A warranty is a minor term.	
(v)	It would be impossible to continue with the contract if a warranty is breached.	
(vi)	A breach of a warranty allows the claimant to claim for damages and to avoid his own obligations if he wishes.	

[3]

[Total: 6]

2 Look at the following cartoons (i), (ii) and (iii) and complete 2 (a) and 2 (b) which follow them.

(i)



(ii)



(iii)



(a) Identify which type of 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)

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Situation (ii)

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Situation (iii)

..... [3]

(b) Explain how the implied term has been breached and what remedy is available in each of the situations (i), (ii) and (iii).

Situation (i)

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Situation (ii)

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Situation (iii)

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- (c) The **Supply of Goods and Services Act 1982** covers situations where consumers buy a service. It offers consumer protection in the case of the provision of services rather than merely the sale of goods.

Discuss **two** ways in which these implied terms, which are particularly relevant to the supply of services, protect a consumer.

Way 1

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Way 2

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..... [6]

[Total: 18]

- 3 (a) Identify **three** vital elements which must exist if a manufacturer is to have a duty of care for defective goods.

Element 1

Element 2

Element 3 [3]

- (b) Katie has made a successful claim in negligence. Read the description in the chart below of Katie's negligence claim.

In the right hand column indicate which statement (**A** or **B**) at each stage helps Katie make a successful claim in negligence.

Stage		Statements		A or B
1	Katie buys an electric toaster	A	The toaster is not in any kind of packaging	
		B	The toaster is in a sealed box	
2	Katie decides to make some toast	A	Katie plugs the toaster straight into a wall socket	
		B	Katie reads the manufacturer's instructions and safety guide before she plugs in the toaster	
3	When Katie plugs in the toaster it explodes and bursts into flames	A	The toaster explodes because there is a fault in its wiring	
		B	The toaster explodes because there is a fault in the wiring of the wall socket	
4	Katie jumps away from the exploding toaster	A	Katie is alarmed but unhurt	
		B	The fire burns Katie's hand and also damages her work surface	
5	Katie writes to the manufacturer about the faulty toaster	A	The fault in the toaster is due to careless work by an employee of the manufacturer of the toaster and the manufacturer has no system to inspect the finished toasters	
		B	The fault in the wiring of the toaster is due to some faulty parts which the manufacturer of the toaster could not have known about	
6	Katie makes a claim for compensation	A	Katie wants a new toaster	
		B	Katie wants compensation for her injury and a new work surface	
Katie makes a successful claim in negligence against the manufacturer				

[6]

(c) The **Consumer Protection Act 1987** tries to protect consumers by making sure they have someone to sue. There are four different categories of people who can be sued and one of these is a producer.

Identify **three** definitions of a producer.

Definition 1

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Definition 2

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Definition 3

..... [3]

(d) Read the text below and answer the question which follows.

- (i) Rebecca buys her 3 year old son, Alex, a set of wooden farm animals for his birthday. The box says 'not for children under 5 years old' but Rebecca thinks that Alex is old for his age. Alex swallows one of the wooden animals and has to be taken to hospital.
- (ii) Matt is going on a date but has no clean t-shirts to wear. He washes a t-shirt and decides to dry it in the microwave. He turns the microwave on and goes to have a shower. When Matt returns the microwave has exploded and Matt's t-shirt is on fire.
- (iii) Keisha buys an expensive cashmere scarf and the label says it has to be dry-cleaned or hand washed. Keisha hand washes the scarf but it shrinks and she cannot wear it.

Explain whether Rebecca, Matt and Keisha will each be able to make a successful claim against the seller of the product because the defect is one covered by the **Consumer Protection Act 1987**.

Rebecca (i)

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Matt (ii)

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Keisha (iii)

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[6]

[Total: 18]

4 (a) Read the following passage and fill in the missing words from the list below.

- unfair terms
- exclusion clauses
- businesses
- customers
- terms
- consumer

The **Unfair Terms in Consumer Contract Regulations 1999** differ from the **Unfair Contract Terms Act 1977**. This is because they cover contractual terms in general and not only and because they only cover consumer contracts, not contracts between The definitions of seller and are also different to those in the Act. [3]

(b) Read the following passage.

Jordan went to the 'Fun Fun Fun' Theme Park. Jordan paid to go on the 'Fright of Your Life' ride. Before he paid he was asked to read a sign on which the following was written: "The proprietors accept no liability for any injury to any person using any of the rides in this theme park". Jordan was badly injured when the seat he was in came loose from the ride because of negligent maintenance.

Explain how the **Unfair Contract Terms Act** will affect this situation.

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..... [3]

(c) The **Unfair Contract Terms Act 1977** defines 'consumer contract'.

Identify the **three** essential features of a 'consumer contract'.

Feature 1

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Feature 2

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Feature 3

..... [3]

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