



GENERAL CERTIFICATE OF SECONDARY EDUCATION

LAW

Consumer Rights and Responsibilities

B144

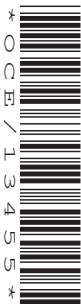
Candidates answer on the Question Paper

OCR Supplied Materials:
None

Other Materials Required:
None

Friday 21 May 2010
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 clearly in capital letters, your Centre Number and Candidate Number in the boxes above.
- Use black ink. Pencil may be used for graphs and diagrams only.
- Read each question carefully and make sure that you know what you have to do before starting your answer.
- Answer **all** the questions.
- Do **not** write in the bar codes.
- 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).

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 on the question marked with an asterisk (*).
- This document consists of **12** pages. Any blank pages are indicated.

1 (a) For a contract to be enforceable it must have been validly formed.

Identify the **three** essential elements for the valid formation of a contract.

Element 1

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Element 2

.....

Element 3

..... [3]

(b) Negligence can only be claimed when the defendant owes a duty of care to the claimant, has breached that duty and has caused the claimant damage.

Write **true** next to the **three** statements below which are accurate descriptions of these rules on claiming in negligence.

A defendant owes a duty of care to someone he could foresee would be harmed by his negligent acts.	
A defendant owes a general duty to the whole world.	
A breach of duty means falling below the standard of care which is appropriate to the duty the defendant owes.	
The standard of care is usually measured against the standards of 'the reasonable man'.	
The damage need not be caused by the defendant as long as the defendant has breached his duty.	
A claimant can recover compensation from the defendant for any damage caused, however unforeseeable it is.	

[3]

[Total: 6]

2 Read each of the following **three** situations and complete activity **a)** and activity **b)** which follow them.

- (i) Sarah bought a new pair of jeans from a clothes shop. The seams split down both legs the first time that Sarah wore the jeans so that she cannot use them. The clothes shop is refusing to give Sarah her money back.
- (ii) Elaine contracted with a building firm to build an extension on the back of her kitchen for £20,000. The builders carelessly failed to put in adequate foundations and as a result the extension leans at an angle to the house. Another builder has told Elaine that the extension is likely to fall down. Elaine does not want to pay the original builder.
- (iii) Martin bought a tent which was described as 'suitable for all weather conditions'. The first time Martin used the tent rain poured in through the canvas. Martin wants his money back.

(a) 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 above situations.

- (i) Sarah:
.....
- (ii) Elaine:
.....
- (iii) Martin
..... **[3]**

(b) Explain whether the implied term has been breached in each situation (i), (ii) and (iii).

(i) Sarah:

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(ii) Elaine:

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(iii) Martin

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

- manufacturer
- retailer
- defect
- goods
- contract
- tort

In a negligence claim for defective goods the claimant cannot claim from the

..... for replacement goods or for return of the price of the

..... . This is because law would be

used to recover these losses from the seller of the goods.

[3]

(b) Read the following passage.

Mark buys a new electric drill, returns home, reads the manufacturer's instructions on how to use the drill and then plugs it in ready to drill his kitchen wall to put up a cupboard. Because of a defect in the manufacture of the drill, when Mark turns the switch on, the drill explodes burning Mark's hand and face and setting fire to his work surface which will cost £200 to replace. Mark's burns are so bad that he has to go to hospital in a taxi.

Write either **negligence** or **contract** in each box in the right hand column of the chart below to state the most appropriate area of law by which to claim compensation.

A claim for the injuries to Mark's hand and his face.	
A claim for the cost of pain killers and medication which Mark has to buy because of his injuries.	
A claim for the cost of a new electric drill.	
A claim for a replacement electric drill.	
A claim for the cost of installing a new work surface.	
A claim for the taxi fare to the hospital.	

[6]

- (c) The **Consumer Protection Act 1987** concerns product safety. People can use the Act to recover compensation for damage caused by unsafe products. The Act can be used against almost anyone in the chain of supply and distribution but refers to specific types of defendant.

State **three** types of defendant identified in the Act.

Type 1

.....

Type 2

.....

Type 3

..... **[3]**

- (d) The **Consumer Protection Act 1987** gives consumers the chance to sue for a wide range of damage caused by defective products. There are also some types of damage which cannot be claimed for.

Write either **claim** or **no claim** in the right hand column of the chart below next to each type of damage indicated.

Damage to property under £275 in value	
Death of the claimant	
Damage to business property	
Damage to the defective product itself	
Personal injury to the claimant	
Damage to personal property	

[6]

[Total: 18]

4 (a) Give a definition of an exemption clause within a contract.

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[3]

(b) Read the following passage.

Jo drove to town to go shopping. She parked in a multi-storey car park. At the barrier Jo had to take a ticket from a machine before the barrier would lift for her to be able to drive in. After shopping, Jo returned to the car park and paid at the pay station. When she got back to her car it had been vandalised and the repairs cost her £2,000. When she tried to claim from the car park, the manager referred her to tiny writing on the back of the ticket which read "See conditions of use of the car park". The manager brought out a copy of the conditions from his office which read "The management accept no liability for any damage to cars or other property of users of the car park".

Explain why Jo will not be bound by this condition.

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[3]

- (c) Parliament protected consumers in the **Unfair Contract Terms Act 1977** by making certain clauses in consumer contracts invalid and unenforceable. Some other types of exemption clauses will only be valid if it is reasonable to include them in the contract.

Identify **three** types of exemption which are invalid against a consumer under the Act.

Type 1

Type 2

Type 3 **[3]**

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..... [9]

[Total: 18]

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