

OCR

Oxford Cambridge and RSA

Monday 15 May 2017 – 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 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.

Answer **all** the questions.

- 1 (a) In order for a successful claim in negligence, certain things need to be proven.

Identify whether the following statements are **true** or **false** by putting a **tick** in the correct box.

| Statement | | True | False |
|-----------|--|------|-------|
| A | A defendant does not owe a general duty of care to the whole world. | | |
| B | The standard of care is usually measured against the standard of the 'intelligent person'. | | |
| C | A claimant can recover compensation from the defendant for any damage caused. | | |

[3]

- (b) One presumption in contract law relates to business agreements when the parties intend to create legal relations.

Discuss how this presumption operates in law.

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2 Read each of the following scenarios and complete questions 2(a) and 2(b).

- (i) Jay wants a summer house in his garden. His friend had a similar one installed at a cost of £5000. Jay employs Gordon, a carpenter, to carry out the work. Jay informs Gordon how much his friend's summer house cost and Gordon nods in agreement. When the summer house is completed Jay receives a bill from Gordon for £7500.
- (ii) Dimitri wants a pull-up bar to be attached to a wall in his fitness room at home. Shelly is a fitness equipment expert and is employed by Dimitri to fit the bar. During installation Shelly makes a mistake with the fixings of the bar so that the first time Dimitri uses it, the bar falls out and the wall collapses.
- (iii) Nas wants some fitted curtains before he has a party at his new house. Frankie is employed to make the curtains and says it will take about two weeks. Frankie orders the fabric Nas wanted but it takes ten days to arrive. Frankie manages to complete the curtains on time but Nas no longer wants them as he panicked about the time and bought some others the day before.

(a) Identify which **type** of implied term in the **Supply of Goods and Services Act 1982** is involved in each of the above scenarios.

- (i) Jay
-
- (ii) Dimitri
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- (iii) Nas
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[3]

(b) Explain, giving a reason, whether the implied term has been breached in each of the situations (i), (ii) and (iii).

(i) Jay

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(ii) Dimitri

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(iii) Nas

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- (c) Consumer contracts contain implied terms and the seller is bound by them even though they do not appear in the contract.

Discuss **two** ways in which implied terms can protect a consumer who makes a contract under the **Sale of Goods Act 1979**.

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[6]

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

- Judges
- Parliament
- Regulations
- Rules
- section
- term

The **Unfair Contract Terms Act (UCTA) 1977** was introduced to comply with EU law. Businesses will include clauses in contracts to limit or exclude liability for breaches of a in a contract. created controls under **UCTA** to limit the harm to consumers. These rules were extended by **EU** in 1999.

[3]

(b) Identify the **three** requirements which **must** exist in a consumer contract if a consumer is to be protected.

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- (d) An exclusion clause can appear in a contract but may be unenforceable against the consumer. Identify three types of exclusion clauses that are always invalid under the **Unfair Contract Terms Act 1977**.

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- (e) Read the following passage.

Gosha is a self-employed gardener. She buys a new electric hedge-trimmer. She reads the instructions very carefully and, as the weather is perfect for cutting hedges, decides to test it out in her own back garden. However, due to an unknown defect in the manufacture of the hedge-trimmer, when Gosha switches it on it explodes. The explosion causes severe burns to her hands and sets fire to the garden shed she is stood next to. Gosha is taken to hospital by taxi for treatment for her burns and spends two weeks in intensive care before being allowed home.

Consider if either contract **or** negligence would be the most appropriate area of law by which to claim compensation. Write your answer in the right hand column below.

| Statement | Contract or Negligence |
|--|------------------------|
| A claim for the cost of a new hedge-trimmer. | |
| A claim for the injuries to Gosha's hands. | |
| A claim for the cost of medication Gosha takes for the pain resulting from her injuries. | |
| A claim for the cost of a new shed. | |
| A claim for the taxi fare to hospital. | |
| A claim for the loss of earnings for the two weeks Gosha has to stay in hospital. | |

[6]

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

- condition
- outcomes
- remedies
- responses
- statement
- warranty

In a contract some terms are more important than others. The type of term determines which would be available to a victim following a breach of contract. A general term, such as a does not go to the root of the contract. This means the contract can still be carried out and the victim can only obtain compensation. A is a contractual term that is so important to a contract that if breached the contract could not be completed.

[3]

(b) In each of the following **three** scenarios discuss if there can be a successful claim against the seller of the product under the **Consumer Protection Act 1987**.

(i) Gaida buys the latest designer handbag. It has to be cleaned with a special cleaner to prevent the colour fading. A few days later, when Gaida uses the cleaner, it stains the handbag in several places.

(ii) Tiffany buys her 12 year old daughter a set of kitchen knives for her birthday as she keen to learn to cook. The box states clearly 'not to be used by anyone under the age of 18 years old'. Tiffany ignores this and her daughter cuts herself with one of the knives and is taken to hospital.

(iii) Georgio is rushing around organising his house for a party. He does not bother to read the washing instructions and washes his black trousers with his best white shirt. When the washing cycle is finished Georgio notices his white shirt is now a dark grey colour.

(i) Gaida

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(ii) Tiffany

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(iii) Georgio

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(c)* The **Consumer Protection Act 1987** provides protection to the consumer. However there are still limitations with the Act such as the number of defences which make it difficult for a claimant to succeed. Discuss **one** other limitation and **two** benefits of the **Consumer Protection Act 1987**.

Limitation

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Benefit 1

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Benefit 2

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ADDITIONAL ANSWER SPACE

If additional space is required, you should use the following lined page(s). The question number(s) must be clearly shown in the margin(s).

A large rectangular area with a solid vertical line on the left side and horizontal dotted lines extending across the page, providing space for writing answers.



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