

GCSE

Law

Unit **B144**: Consumer Rights and Responsibilities

General Certificate of Secondary Education

Mark Scheme for June 2018

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This mark scheme is published as an aid to teachers and students, to indicate the requirements of the examination. It shows the basis on which marks were awarded by examiners. It does not indicate the details of the discussions which took place at an examiners' meeting before marking commenced.

All examiners are instructed that alternative correct answers and unexpected approaches in candidates' scripts must be given marks that fairly reflect the relevant knowledge and skills demonstrated.

Mark schemes should be read in conjunction with the published question papers and the report on the examination.

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Annotations

Annotation	Meaning
	Blank Page – this annotation must be used on all blank pages within an answer booklet (structured or unstructured) and on each page of an additional object where there is no candidate response.
	Correct response
	Incorrect response
	Benefit of doubt
	Benefit of doubt not given
	Repeat
	Irrelevant
	Level 1
	Level 2
	Level 3
	Vague
	Not answered question

Question		Answer	Mark	Guidance
1	(a)	<p>Candidates will identify the following as <u>false</u>:</p> <ul style="list-style-type: none"> • 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 to sell a diamond ring worth £15,000 for £10 could not be enforced by the courts 	[3]	<p>1 mark each for each correct answer</p> <ul style="list-style-type: none"> • If a candidate provides more than the required three responses – mark first three only
	(b)	<p>Candidates will insert as follows:</p> <p>omission standard foreseeable</p>	[3]	<p>1 mark each for each correct answer</p>
2	(a)	<p>Candidates will identify as follows:</p> <p>False True True False True True</p>	[6]	<p>1 mark each for each correct answer</p> <ul style="list-style-type: none"> • Multiple entries in one answer – no credit • Accept 'F' or 'T' as alternative to 'False' and 'True'

PLEASE NOTE - Candidates answers based on the state of the law prior or subsequent to the enactment of the Consumer Rights Act 2015 will be given credit where appropriate.

Question	Answer	Mark	Guidance
(b)	<p>Candidates will explain the following:</p> <p>(i) The service should be carried out within a reasonable time (SOGSA s.14)</p> <p>(ii) That the goods must be of satisfactory quality (which includes durability) (SGA s14(2))</p> <p>(iii) That where goods are sold by description that the goods must correspond to the description given to them. (SGA s.13). Also accept reference to 'fit for purpose' if candidate links to the particular purpose the bike was purchased for.</p>	[3]	<p>For each of the three scenarios above give credit as follows:</p> <p>(i) Credit alternative phrasing such as “breach of time taken”. Accept relevant section number SOGSA s.14</p> <p>(ii) Credit alternative phrasing such as “below standard” or “good quality” or must be/ is not “fit for purpose”. Accept relevant section number SGA s14(2)</p> <p>(iii) Credit alternative phrasing such as “matching picture/catalogue details”. Accept relevant section number SGA s.13. Also accept reference to 'fit for purpose' if candidate links to the particular purpose the bike was purchased for</p>

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Question	Answer	Mark	Guidance
(c)	<p>Candidates will explain the following:</p> <p>Situation (i)</p> <ul style="list-style-type: none"> • The decoration should have been completed in a reasonable time but it is not completed in a month • Other decoration has been completed in a couple of days so it seems that the month is not a reasonable time • Therefore there is a breach of the implied term - the man need not pay for the service <p>Situation (ii)</p> <ul style="list-style-type: none"> • The coat must be of satisfactory quality – which includes durability for a reasonable time • The coat has been worn once so it is not durable and of satisfactory quality • Therefore there is a breach of the implied term and the woman is entitled to her money back <p>Situation (iii)</p> <ul style="list-style-type: none"> • The mountain bike was described as perfect for the race/should have matched the description in the catalogue etc • It clearly did not because the wheels have collapsed, meaning it is not perfect/match description/catalogue/not fit for purpose • Therefore there is a breach of the implied term and the woman can have her money back unless she caused the problems 	[9]	<p>Annotate using levels; level 1, level 2, level 3</p> <p>For each situation give credit as follows:</p> <p>0 marks No response or nothing worthy of credit Level 1 (1 mark) Identifies a relevant issue/or makes any valid point Level 2 (2 marks) Identifies a relevant issue with some elaboration Level 3 (3 marks) Reaches a valid, reasoned conclusion</p> <p>(i) Credit alternative remedies such as:-</p> <ul style="list-style-type: none"> • getting the decoration completed by someone else, • quantum meruit, • paying a reduced fee because the work has taken too long. • Please note: - a claim in compensation would not be relevant. <p>(ii) Credit alternative remedy of an exchange</p> <p>(iii) Credit alternative remedy of getting the bike fixed</p>

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Question		Answer	Mark	Guidance
3	(a)	<p>Candidates will list up to three of the following defences:</p> <ul style="list-style-type: none"> • Defect did not exist when the product was supplied by the defendant • Product was not supplied or manufactured in the course of a business • Defendant can show they did not supply product • State of technical/scientific knowledge such that defendant could not have known about the defect • Product complies with statutory or EC regulations 	[3]	<p>1 mark each for each correct answer</p> <p>Credit reference to warning signs and labels</p>
	(b)	<p>Candidates will identify if the statements about a claim against a manufacturer of a defective product are correct or not</p> <ul style="list-style-type: none"> • No • Yes • No • Yes • No • Yes 	[6]	1 mark for each correct identification

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Question	Answer	Mark	Guidance
(c)	<p>Candidates will identify three of the following illustrations:</p> <p>Importer Suppliers Own-branders</p>	[3]	<p>1 mark for each correct identification</p> <p>Credit can be given for 'wholesaler' or 'retailer' as an alternative to supplier. Do not accept 'seller' as alternative to supplier as too vague</p> <p>Do not accept 'manufacturer', 'extractor' or 'involved in industrial process' as these are classified as 'producer'</p>
(d)	<p>Candidates will explain the following:</p> <p>(i) Otti will not be able to make a claim. The gas cooker needs to be installed correctly. Any delay in these circumstances is not unreasonable. No remedy available. Although it might be unreasonable to wait beyond the Monday.</p> <p>(ii) Gregor will not be able to make a claim because the cake, although a similar design, has an additional layer and this would be covered by the additional cost. Gregor did not ask about the cost the cakes - but should only pay a reasonable price. However, the cake is not the same as it has additional layer so Gregor should not expect to pay the same price</p> <p>(iii) Fergus will be able to make a claim because he is entitled to rely on the expertise of Ronni's boss. Ronni should have had his work checked and so the job has not been carried out with reasonable care and skill. Fergus should not have to pay for the service/get his money back</p>	[6]	<p>Annotate using levels; level 1, level 2, level 3</p> <p>For each situation give credit as follows:</p> <p>0 marks No response or nothing worthy of credit Level 1 (1 mark) Identifies a relevant issue/or makes any valid point Level 2 (2 marks) Reaches a valid, reasoned conclusion or provides some relevant elaboration</p>

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Question		Answer	Mark	Guidance
4	(a)	<p>Candidates will insert from the list as follows:</p> <ul style="list-style-type: none"> • Death • Implied • Reasonable 	[3]	1 mark for each correct answer
	(b)	<p>Candidates will identify as follows:</p> <ul style="list-style-type: none"> • A seller can back out of a contract at any time but the consumer cannot back out at all. • 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. 	[3]	1 mark for each correct answer
	(c)	<p>Candidates will explain for each of the following:</p> <p>Jasper</p> <ul style="list-style-type: none"> • The exclusion clause will not be valid • The owner of the zip-wire has not brought Jaspers attention to the exclusion clause and so it cannot be relied on <p>Grace</p> <ul style="list-style-type: none"> • The exclusion clause will not be valid • Even though Grace signed the contract Rory specifically says its in working order but knew of the defect and did not bring it to her attention <p>Manjeet</p> <ul style="list-style-type: none"> • The exclusion clause will be valid • The reason given for a need to change price does exist 	[6]	<p>Annotate using levels; level 1, level 2</p> <p>For each situation give credit as follows:</p> <p>0 marks - No response or nothing worthy of credit Level 1 (1 mark) – identifies if the exclusion clause is valid/ not valid Level 2 (2 marks) – identifies why the exclusion clause is valid or not valid</p>

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Question	Answer	Mark	Guidance
(d)	<p>Candidates will explain any TWO of the following:</p> <ul style="list-style-type: none"> • Consumers could otherwise be the victims of unscrupulous business practice • Consumers would otherwise have to accept shoddy and defective goods • Consumers would otherwise have to accept poor service • Consumers would have no guarantee that the business owned the goods and had a right to sell them • Consumers could be injured or killed and be unable to claim • Businesses would be able to avoid any liability for their own negligence • Businesses would be able to avoid liability for breaching the contract • Consumers would be unable to enforce rights given in other statutes • Credit any other relevant response. 	[6]	<p>Annotate using levels; level 1, level 2, level 3</p> <p>For each situation give credit as follows:</p> <p>0 marks No response or nothing worthy of credit Level 1 (1 mark) Identifies a relevant issue/or makes any valid point Level 2 (2 marks) Identifies a relevant issue with some elaboration Level 3 (3 marks) Reaches a valid, reasoned conclusion</p> <p>• Credit can be given for the use of appropriate examples</p>

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