

# OCR

Oxford Cambridge and RSA

## Monday 16 May 2016 – 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	
-----------------------	--	----------------------	--

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. 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 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**.
- 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.

**BLANK PAGE**

**Question 1 begins on page 3**

**PLEASE DO NOT WRITE ON THIS PAGE**

Answer **all** questions.

- 1 (a) (i) There are several elements to making a successful claim for negligence. One is that a person needs to prove that they were owed a duty of care. Identify two other elements the person needs to prove to make a successful claim.

.....  
 ..... [2]

- (ii) Give an example of a negligent situation.

.....  
 .....  
 ..... [1]

- (b) Many contracts are made everyday and rights created under those contracts can be enforced in a court. It is therefore necessary to know when a contract has been created.

In the chart below tick **three** boxes to indicate that a contract has been formed.

Scenarios		Tick
A	Jasper goes to the supermarket and selects a box of chocolates. The assistant at the till takes his money.	
B	Brendan cuts Manuel's overgrown lawn while Manuel is on holiday. When Manuel returns from holiday Brendan asks for £20, but Manuel refuses to pay him.	
C	Gail sees an advert in a local newspaper for a picture frame costing £50. She phones the contact number leaving a message offering to pay the £50. When she calls again the frame has been sold.	
D	Rose wants to buy Sonya's bicycle but she has no money. Rose offers Sonya a garden bench as payment in return and Sonya agrees.	
E	Kai is selling his DVD collection for £120. Alun offers Kai £100 and a ticket to see his favourite band. Kai agrees.	

[3]

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

Gordon had his car serviced yesterday. The garage told him that the car was now in perfect order but while he was driving home the brakes failed causing him to crash.

Jennie is having some trees removed from her garden. A garden clearance firm said it would cost £300 but when the job was completed she was given a bill for £500.

Andre is having a new garage built. The builder said it would take about three weeks to complete but after four weeks the garage was complete.

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

i Gordon .....  
..... [1]

ii Jennie .....  
..... [1]

iii Andre .....  
..... [1]

(b) Explain if the implied term has been breached in each of the **three** scenarios and why. What would be the most appropriate remedy, if any?

Gordon .....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
..... [3]

Jennie .....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
..... [3]

Andre .....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
..... [3]

- (c) The **Sale of Goods Act 1979** contains implied terms which protect consumers when they buy goods from a business. One way it protects the consumer is that the goods must be fit for the purpose for which they were bought.

Identify and explain, using suitable examples, two **other** ways in which the implied terms in the Act protect the consumer.

1 .....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

2 .....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

[6]

- 3 (a) The **Consumer Protection Act 1987** allows a consumer to recover compensation for the loss or damage caused by unsafe products.

Identify **three** types of damage or loss which **are** covered by the Act.

- 1 .....
- 2 .....
- 3 .....

[3]

- (b) The **Consumer Protection Act 1987** contains some important defences for businesses. For example, a business would have a defence if they could show they did not supply the product the claim is about. Identify any **three** other defences contained in the Act.

- 1 .....
- .....
- 2 .....
- .....
- 3 .....
- .....

[3]

- (c) The **Consumer Protection Act 1987** covers a wide range of people in the chain of manufacture or distribution. Defendants are identified as 'producers', 'importers', and 'own branders' in the Act.

In the chart below place a tick in the box to identify if the defendant is a '**producer**', '**importer**', or '**own brander**'.

	Defendant	Producer	Importer	Own brander
A	A manufacturer of goods			
B	A person claiming the product is their own and gives no indication that it is made by someone else			
C	An assembler of component parts into a finished product			
D	In the course of business, a person brings goods into the country from outside the EU			
E	A person carrying out an industrial process e.g. bottling fruit juice			
F	A person extracting minerals from the ground			

[6]



(d) Read the text below and explain if the consumers will or will not be able to make a successful claim against the seller of the product under the **Consumer Protection Act 1987**.

(i) Wayne buys a shredder to dispose of confidential paperwork. The instructions state clearly that “up to five sheets of paper only can be shredded”. The shredder no longer works as Wayne tried to shred lots of cardboard.

.....  
.....  
.....  
.....  
.....  
..... [2]

(ii) Geena buys a hoodie. The hoodie label says it has to be washed at a temperature of 30° or less. Geena is keen to save energy so washes all her clothes on a 30° setting. The first time the hoodie is washed it shrinks.

.....  
.....  
.....  
.....  
.....  
..... [2]

(iii) Irma buys a new food mixer. She follows the instructions carefully and plugs it in so she can make a cake. The mixer overheats, catches fire and damages the work surface in her kitchen.

.....  
.....  
.....  
.....  
.....  
..... [2]

[6]

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

- civil
- criminal
- enforceable
- limiting
- stopping
- unworkable

The **Unfair Contract Terms Act 1977 (UCTA)** protects consumers by .....  
the operation of exclusion clauses. An action under UCTA will take place in the  
..... courts. The courts will determine if an exclusion clause is  
..... against the consumer. [3]

(b) Read the following passage and explain how the **Unfair Contract Terms Act 1977** will affect this situation.

Martin is planning to go on a skiing holiday so he goes for skiing lessons on an indoor real snow slope. When he paid for his lessons he was given a leaflet containing the following statement: "The owners accept no liability for any injury to any person whilst using the ski slope". During a lesson Martin breaks his ankle when he falls into an area that has insufficient snow due to poor monitoring and maintenance.

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

- (c) The **Unfair Contract Terms Act 1977 (UCTA)** was introduced to limit the operation of exclusion clauses. The **Unfair Contract Terms in Consumer Contracts Regulations 1999 (Regulations)** are different to **UCTA**.

Identify **three** ways in which the **Regulations** are different.

1 .....

.....

2 .....

.....

3 .....

.....

[3]

- (d) In order to prevent businesses taking advantage of consumers with exclusion clauses both judges and Parliament have provided protection to the consumer. Discuss **three ways** in which judges have protected consumers. [9]

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

**END OF QUESTION PAPER**



**Copyright Information**

OCR is committed to seeking permission to reproduce all third-party content that it uses in its assessment materials. OCR has attempted to identify and contact all copyright holders whose work is used in this paper. To avoid the issue of disclosure of answer-related information to candidates, all copyright acknowledgements are reproduced in the OCR Copyright Acknowledgements Booklet. This is produced for each series of examinations and is freely available to download from our public website ([www.ocr.org.uk](http://www.ocr.org.uk)) after the live examination series.

If OCR has unwittingly failed to correctly acknowledge or clear any third-party content in this assessment material, OCR will be happy to correct its mistake at the earliest possible opportunity.

For queries or further information please contact the Copyright Team, First Floor, 9 Hills Road, Cambridge CB2 1GE.

OCR is part of the Cambridge Assessment Group; Cambridge Assessment is the brand name of University of Cambridge Local Examinations Syndicate (UCLES), which is itself a department of the University of Cambridge.