

General Certificate of Secondary Education

B144

LAW

Unit B144: Consumer rights and responsibilities

Specimen Paper

Time: 1 hour

Candidates answer on the question paper.

Additional materials: None.

Candidate
Forename

Candidate
Surname

Centre
Number

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Candidate
Number

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INSTRUCTIONS TO CANDIDATES

- Write your name 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 you know what you have to do before starting your answer.
- Answer **all** the questions.
- Do not write in the bar codes.
- Do not write outside the box bordering each page.
- Write your answer to each question in the space provided.

INFORMATION FOR CANDIDATES

- The number of marks for each question is given in brackets [] at the end of each question or part question.
- Your Quality of Written Communication is assessed on the question marked with an asterisk (*).
- The total number of marks for this paper is 60.

FOR EXAMINER'S USE

1	
2	
3	
4	
TOTAL	

This document consists of **10** printed pages and **2** blank pages.

Answer **all** questions.

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

- foreseeable
- behaviour
- severe
- standard
- protection
- care

Negligence occurs when the defendant owes a duty of to the claimant and they breach this duty by an act or omission which falls below the which is appropriate to the duty and where the defendant's breach of duty causes..... damage to the claimant. [3]

(b) Any contract is only formed when there has been an agreement between two parties. Both parties are bound to give something in exchange. Both parties must also understand that the agreement creates legal obligations which they can enforce against each other.

Place a tick next to the **three** statements below which are accurate descriptions of these rules on the formation of contracts.

		Tick
(i)	A contract is only formed when the agreement is written down	
(ii)	An agreement only occurs when one party makes an offer which the other party accepts unconditionally	
(iii)	A person offering to sell something to another person can withdraw the offer at any time	
(iv)	An agreement to sell a car worth £10,000 for £20 could not be enforced in the courts	
(v)	The courts will usually consider that promises made in a business agreement are intended to be enforceable	
(vi)	The courts would not usually consider that a promise by a father to pay pocket money to his ten year old son is enforceable	

[3]

[Total: 6 marks]

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

(i) Danielle bought a new pair of trainers from a shoe shop. Danielle told the assistant that she would use the trainers to train for, and to run in, cross-country races. The assistant assured Danielle that the trainers were suitable for such use. The trainers fell apart the first time that Danielle wore them for training but the shoe shop is refusing to give Danielle her money back.

(ii) Enrique contracted with a building firm to build a small extension on the back of his kitchen. The contract made no mention of the price of the building work but the building firm has now presented Enrique with a bill for £50,000. The usual price for this type and size of extension is £15,000.

(iii) Françoise bought a car from a motor dealer which was described as 'mechanically perfect'. The first time Françoise drove the car it broke down and she has now discovered that the engine in fact needed replacing when she bought the car.

(a) Identify which statutory implied term is involved in each of the above situations.

(i) Danielle:

(ii) Enrique:

(iii) Françoise: **[3]**

(b) Explain how the implied term has been breached in each situation **(i)**, **(ii)** and **(iii)** and say what right(s) each person now has.

(i) Danielle:

(ii) Enrique:

(iii) Françoise:
.....
.....
.....
.....
..... [9]

(c) The **Sale of Goods Act 1979** (as amended) requires that goods should be of 'satisfactory quality'. It also goes on to give some definitions of the meaning of 'satisfactory quality':

- a) fitness for all purposes for which the goods are usually supplied
- b) appearance and finish
- c) freedom from minor defects
- d) safety
- e) durability

Explain **two** ways in which these definitions of satisfactory quality help to protect consumers.

Way 1.....
.....
.....
.....
.....

Way 2.....
.....
.....
.....
..... [6]

[Total: 18 marks]

- 3 (a) Identify **three** types of loss or damage for which the claimant could recover compensation in a negligence claim involving defective goods.

Type 1.....

.....

Type 2.....

.....

Type 3.....

..... [3]

- (b) Read the following passage.

Cindy buys a new set of hair straighteners, returns home, reads the manufacturer's instructions on how to use them and then plugs them in ready to use. Because of a defect in the manufacture of the hair straighteners, when Cindy applies them to her hair they rapidly overheat and set fire to her hair and burn her hand badly. She drops the straighteners and quickly unplugs them but her £2,000 carpet is burnt as a result.

In the chart below tick **three** boxes which represent damage for which Cindy could recover compensation in a claim for negligence against the manufacturer of the hair straighteners.

		Tick
(i)	A claim for the injuries to her head and her hand	
(ii)	A claim for a replacement set of hair straighteners	
(iii)	A claim for the cost of a new set of hair straighteners	
(iv)	A claim for the cost of a new carpet	
(v)	A claim for the cost of pain killers and medication which Cindy has to buy because of her injuries	

[6]

[Turn over

- (c) **The Consumer Protection Act 1987** concerns product safety. People can use the Act to recover compensation for damage caused by unsafe products but certain types of damage or loss are not covered by the Act.

Identify **three** types of damage or loss which **are not** covered by the Act.

- (i)
-
- (ii)
-
- (iii) [3]

- (d) The **Consumer Protection Act 1987** classes defendants as '**producers**', '**importers**', and '**own branders**' which covers virtually everyone in the chain of manufacture or distribution of the defective goods. A variety of people can be classed as 'producers' under the Act.

In the chart below write either '**producer**', '**importer**', or '**own brander**' next to each description.

A person who manufactures the defective goods	
A person who claims the defective goods to be their own product and gives no indication that they are made by someone else	
A person who extracts minerals from the ground	
A person who brings the defective goods into the country from a country outside the European Union	
A person who carries out an industrial process on the defective goods e.g. freezing vegetables	
A person who assembles component parts into the finished defective product	

[6]

[Total:18 marks]

4 Read the following passage and complete the activities (a) and (b):

Exemption clauses are included in contracts, usually by sellers of goods or providers of services, with the purpose of avoiding or limiting their liability for their breaches of contract or sometimes for their negligence. Judges have tried to prevent the unfair consequences of this type of term by insisting that the clause cannot stand unless it was fully incorporated into the contract. This means that the other party must be fully aware of the clause when the contract is formed.

- (a) Place a tick next to the **three** clauses listed below which will **not** be considered to be part of the contract.

		Tick
A	A clause exempting liability for breach of contract which is contained in a document to be signed by both parties.	
B	A clause exempting liability for damage to goods in a delivery note (which is not the contract) where the parties have always contracted on the same terms for many years.	
C	A clause exempting liability for loss or damage to client's goods in a hotel. Clients sign in at the desk but the clause is on a notice inside their hotel room.	
D	A clause exempting liability for damage to cars in a multi-storey car park. The clause is displayed on the back of the ticket which comes out of the machine which lifts the barrier for entry to the car park.	
E	A clause exempting liability for injury on the back of a cinema ticket.	
F	A clause exempting liability for negligent work contained in a receipt for payment for decorating work. It is the practice of the decorating firm to ask all customers to read the receipt before paying their bills.	

[3]

[Turn over

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SPECIMEN

Question Number	Answer	Marks																					
1(a)	<p>Read the following passage and fill in the missing words from the list below.</p> <p>Assessment Objective 1 1 mark each for each correct answer (maximum 3 marks) Candidates will insert from the list as follows: Negligence occurs when the defendant owes a duty of care to the claimant and they breach this duty by an act or omission which falls below the standard which is appropriate to the duty and where the defendant's breach of duty causes foreseeable damage to the claimant.</p> <ul style="list-style-type: none"> • foreseeable • behaviour • severe • standard • protection • care 	[3]																					
(b)	<p>Any contract is only formed when there has been an agreement between two parties. Both parties are bound to give something in exchange. Both parties must also understand that the agreement creates legal obligations which they can enforce against each other. Place a tick next to the <u>three</u> statements below which are accurate descriptions of these rules on the formation of contracts.</p> <p>Assessment Objective 3 1 mark for each true statement identified (maximum 3 marks) Candidates will tick boxes (ii), (v) and (vi) as follows:</p> <table border="1" data-bbox="335 1288 1262 1803"> <thead> <tr> <th></th> <th></th> <th>Tick</th> </tr> </thead> <tbody> <tr> <td>(i)</td> <td>A contract is only formed when the agreement is written down</td> <td></td> </tr> <tr> <td>(ii)</td> <td>An agreement only occurs when one party makes an offer which the other party accepts unconditionally</td> <td>✓</td> </tr> <tr> <td>(iii)</td> <td>A person offering to sell something to another person can withdraw the offer at any time</td> <td></td> </tr> <tr> <td>(iv)</td> <td>An agreement to sell a car worth £10,000 for £20 could not be enforced in the courts</td> <td></td> </tr> <tr> <td>(v)</td> <td>The courts will usually consider that promises made in a business agreement are intended to be enforceable</td> <td>✓</td> </tr> <tr> <td>(vi)</td> <td>The courts would not usually consider that a promise by a father to pay pocket money to his ten year old son is enforceable</td> <td>✓</td> </tr> </tbody> </table>			Tick	(i)	A contract is only formed when the agreement is written down		(ii)	An agreement only occurs when one party makes an offer which the other party accepts unconditionally	✓	(iii)	A person offering to sell something to another person can withdraw the offer at any time		(iv)	An agreement to sell a car worth £10,000 for £20 could not be enforced in the courts		(v)	The courts will usually consider that promises made in a business agreement are intended to be enforceable	✓	(vi)	The courts would not usually consider that a promise by a father to pay pocket money to his ten year old son is enforceable	✓	[3]
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Question Number	Answer	Marks
<p>2</p> <p>(a)</p>	<p>Read each of the following three situations and complete activity a) and activity b) which follow them:</p> <p>(i) Danielle bought a new pair of trainers from a shoe shop. Danielle told the assistant that she would use the trainers to train for, and to run in, cross-country races. The assistant assured Danielle that the trainers were suitable for such use. The trainers fell apart the first time that Danielle wore them for training but the shoe shop is refusing to give Danielle her money back.</p> <p>(ii) Enrique contracted with a building firm to build a small extension on the back of his kitchen. The contract made no mention of the price of the building work but the building firm has now presented Enrique with a bill for £50,000. The usual price for this type and size of extension is £15,000.</p> <p>(iii) Françoise bought a car from a motor dealer which was described as 'mechanically perfect'. The first time Françoise drove the car it broke down and she has now discovered that the engine in fact needed replacing when she bought the car.</p> <p>Identify which statutory implied term is involved in each of the above situations.</p> <p>Assessment Objective 1 1 mark for each correct type identified (maximum 3 marks) Candidates will identify as follows:</p> <p>(i) That the goods are fit for the purpose that the buyer stated to the seller that they would be used for.</p> <p>(ii) That where no mention is made of the price of a service at the time of contracting a reasonable price will be charged.</p> <p>(iii) That where goods are sold by description that the goods must correspond to the description given to them.</p>	<p>[3]</p>
<p>(b)</p>	<p>Explain how the implied term has been breached in each situation (i), (ii) and (iii) and say what rights(s) each person now has.</p> <p>Assessment Objective 2 For each of the three scenarios above give credit as follows:</p> <ul style="list-style-type: none"> • 0 marks for no response or no response worthy of credit • 1 mark for identifying 1 basic point or limited reasoning • 2 marks for identifying 2 basic points or adequate reasoning • 3 marks for a number of points or good reasoning <p>(maximum 9 marks)</p>	<p>[9]</p>

Question Number	Answer	Marks
	<p>Candidates will discuss the following:</p> <p>(i)</p> <ul style="list-style-type: none"> • Danielle is relying on the judgment of the seller because she stated the purpose for which the trainers would be used • The trainers are not fit for that purpose • Therefore there is a breach of contract and Danielle is entitled to her money back <p>Credit any other relevant response.</p> <p>(ii)</p> <ul style="list-style-type: none"> • There was no mention of price in the contract • The price of £50,000 is excessive because £15,000 is the usual price • Therefore there is a breach of contract and Enrique is only obliged to pay a reasonable price <p>Credit any other relevant response.</p> <p>(iii)</p> <ul style="list-style-type: none"> • The car was described as mechanically perfect • It clearly was not at the time that she bought it • Therefore there is a breach of contract and Françoise can have her money back <p>Credit any other relevant response.</p>	
(c)	<p>The <u>Sale of Goods Act 1979</u> (as amended) requires that goods should be of 'satisfactory quality'. It also goes on to give some definitions of the meaning of 'satisfactory quality':</p> <ol style="list-style-type: none"> a) fitness for all purposes for which the goods are usually supplied b) appearance and finish c) freedom from minor defects d) safety e) durability <p>Explain <u>two</u> ways in which these definitions of satisfactory quality help to protect consumers.</p> <p>Assessment Objective 3</p> <p>For each way explained: 1 mark each for a basic answer, 2 marks each for some reasoning, 3 marks each for good reasoning.</p> <p>Candidates will explain any two of the following:</p> <ul style="list-style-type: none"> • If the goods are not fit for the usual purposes for which such goods are sold then the consumer can have his money back rather than wasting his money • If the appearance or finish is not satisfactory then the consumer may have a replacement which is satisfactory or have his money back • If there are minor defects then the goods may not be useful so the consumer could exchange for goods without the defects or have his money back 	[6]

Question Number	Answer	Marks																		
	<ul style="list-style-type: none"> • If the goods are not safe then the consumer could gain compensation for any injury they may cause him • If the goods do not last a reasonable time or do not match up to reasonable wear and tear then the consumer could have a replacement or get his money back Credit any other relevant response.																			
3(a)	<p>Identify <u>three</u> types of loss or damage for which the claimant could recover compensation in a negligence claim involving defective goods.</p> <p>Assessment Objective 1</p> <p>1 mark for each correct type of loss of damage (maximum 3 marks)</p> <p>Candidates will identify any three of the following:</p> <ul style="list-style-type: none"> • Personal injury caused by the defective goods • Death caused by the defective goods • Damage to personal property caused by the defective goods • Any consequential loss (credit an example of consequential loss) Credit any other relevant response.	[3]																		
(b)	<p>Read the following passage.</p> <p>Cindy buys a new set of hair straighteners, returns home, reads the manufacturer's instructions on how to use them and then plugs them in ready to use. Because of a defect in the manufacture of the hair straighteners, when Cindy applies them to her hair they rapidly overheat and set fire to her hair and burn her hand badly. She drops the straighteners and quickly unplugs them but her £2,000 carpet is burnt as a result.</p> <p>In the chart below tick <u>three</u> boxes which represent damage for which Cindy could recover compensation in a claim for negligence against the manufacturer of the hair straighteners.</p> <p>Assessment Objective 2</p> <p>2 marks for each correct tick (maximum 6 marks)</p> <p>Candidates will tick boxes (i), (iv) and (v) as follows:</p> <table border="1" data-bbox="333 1626 1262 2007"> <thead> <tr> <th></th> <th></th> <th>Tick</th> </tr> </thead> <tbody> <tr> <td>(i)</td> <td>A claim for the injuries to her head and her hand</td> <td>✓</td> </tr> <tr> <td>(ii)</td> <td>A claim for a replacement set of hair straighteners</td> <td></td> </tr> <tr> <td>(iii)</td> <td>A claim for the cost of a new set of hair straighteners</td> <td></td> </tr> <tr> <td>(iv)</td> <td>A claim for the cost of a new carpet</td> <td>✓</td> </tr> <tr> <td>(v)</td> <td>A claim for the cost of pain killers and medication which Cindy has to buy because of her injuries</td> <td>✓</td> </tr> </tbody> </table>			Tick	(i)	A claim for the injuries to her head and her hand	✓	(ii)	A claim for a replacement set of hair straighteners		(iii)	A claim for the cost of a new set of hair straighteners		(iv)	A claim for the cost of a new carpet	✓	(v)	A claim for the cost of pain killers and medication which Cindy has to buy because of her injuries	✓	[6]
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(c)	<p>The <u>Consumer Protection Act 1987</u> concerns product safety. People can use the Act to recover compensation for damage caused by unsafe products but certain types of damage or loss are not covered by the Act.</p> <p>Identify three types of damage or loss which are not covered by the Act.</p> <p>Assessment Objective 1</p> <p>1 mark for each correct type of damage identified (maximum 3 marks)</p> <p>Candidates will identify the three types of damage as follows:</p> <ul style="list-style-type: none"> (i) Damage to the unsafe product itself (ii) Damage to business property (iii) Damage to other property worth less than £275 <p>Credit any other relevant response.</p>	[3]												
(d)	<p>The <u>Consumer Protection Act 1987</u> classes defendants as <u>'producers', 'importers', and 'own branders'</u> which covers virtually everyone in the chain of manufacture or distribution of the defective goods. A variety of people can be classed as 'producers' under the Act.</p> <p>In the chart below write either <u>'producer', 'importer', or 'own brander'</u> next to each description.</p> <p>Assessment Objective 3</p> <p>1 mark for each correct identification (maximum 6 marks)</p> <p>Candidates will write either 'producers', 'importers' or 'own branders' in the right hand column as follows:</p> <table border="1" data-bbox="335 1265 1260 1747"> <tbody> <tr> <td>A person who manufactures the defective goods</td> <td>Producer</td> </tr> <tr> <td>A person who claims the defective goods to be their own product and gives no indication that they are made by someone else</td> <td>Own brander</td> </tr> <tr> <td>A person who extracts minerals from the ground</td> <td>Producer</td> </tr> <tr> <td>A person who brings the defective goods into the country from a country outside the European Union</td> <td>Importer</td> </tr> <tr> <td>A person who carries out an industrial process on the defective goods e.g. freezing vegetables</td> <td>Producer</td> </tr> <tr> <td>A person who assembles component parts into the finished defective product</td> <td>Producer</td> </tr> </tbody> </table>	A person who manufactures the defective goods	Producer	A person who claims the defective goods to be their own product and gives no indication that they are made by someone else	Own brander	A person who extracts minerals from the ground	Producer	A person who brings the defective goods into the country from a country outside the European Union	Importer	A person who carries out an industrial process on the defective goods e.g. freezing vegetables	Producer	A person who assembles component parts into the finished defective product	Producer	[6]
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Question Number	Answer	Marks																					
4	<p>Read the following passage and complete the activities (a) and (b): Exemption clauses are included in contracts, usually by sellers of goods or providers of services, with the purpose of avoiding or limiting their liability for their breaches of contract or sometimes for their negligence. Judges have tried to prevent the unfair consequences of this type of term by insisting that the clause cannot stand unless it was fully incorporated into the contract. This means that the other party must be fully aware of the clause when the contract is formed:</p> <p>(a) Place a tick next to the <u>three</u> clauses listed below which will <u>not</u> be considered to be part of the contract.</p> <p>Assessment Objective 1 1 mark for each correct tick (maximum 3 marks) Candidates will tick C, D and E as follows:</p> <table border="1" data-bbox="335 828 1260 1512"> <thead> <tr> <th></th> <th></th> <th>Tick</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>A clause exempting liability for breach of contract which is contained in a document to be signed by both parties.</td> <td></td> </tr> <tr> <td>B</td> <td>A clause exempting liability for damage to goods in a delivery note (which is not the contract) where the parties have always contracted on the same terms for many years.</td> <td></td> </tr> <tr> <td>C</td> <td>A clause exempting liability for loss or damage to client's goods in a hotel. Clients sign in at the desk but the clause is on a notice inside their hotel room.</td> <td>✓</td> </tr> <tr> <td>D</td> <td>A clause exempting liability for damage to cars in a multi-storey car park. The clause is displayed on the back of the ticket which comes out of the machine which lifts the barrier for entry to the car park.</td> <td>✓</td> </tr> <tr> <td>E</td> <td>A clause exempting liability for injury on the back of a cinema ticket.</td> <td>✓</td> </tr> <tr> <td>F</td> <td>A clause exempting liability for negligent work contained in a receipt for payment for decorating work. It is the practice of the decorating firm to ask all customers to read the receipt before paying their bills.</td> <td></td> </tr> </tbody> </table>			Tick	A	A clause exempting liability for breach of contract which is contained in a document to be signed by both parties.		B	A clause exempting liability for damage to goods in a delivery note (which is not the contract) where the parties have always contracted on the same terms for many years.		C	A clause exempting liability for loss or damage to client's goods in a hotel. Clients sign in at the desk but the clause is on a notice inside their hotel room.	✓	D	A clause exempting liability for damage to cars in a multi-storey car park. The clause is displayed on the back of the ticket which comes out of the machine which lifts the barrier for entry to the car park.	✓	E	A clause exempting liability for injury on the back of a cinema ticket.	✓	F	A clause exempting liability for negligent work contained in a receipt for payment for decorating work. It is the practice of the decorating firm to ask all customers to read the receipt before paying their bills.		[3]
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Question Number	Answer	Marks
(b)	<p>Terry took his suit to the dry cleaners. The assistant gave him a small ticket to produce when he returned to collect the suit. When he did return the suit was ruined. It had chemical stains down the front of the jacket, the trouser zip was broken and the cloth around the zip was badly torn. The assistant said that the cleaners were not liable and showed him small writing on the back of the ticket which read ‘See conditions’. She then pointed to a sign on the back wall of the shop listing the conditions which included ‘the management accept no liability for clothes damaged during the dry cleaning process’.</p> <p>Explain why Terry will <u>not</u> be bound by this condition.</p> <p>Assessment Objective 2</p> <p>0 marks for no response or no response worthy of credit 1 mark for bare recognition 2 marks for some reasoning 3 marks for good reasoning (maximum 3 marks)</p> <p>Candidates will explain as follows:</p> <ul style="list-style-type: none"> • the ticket does not contain the clause itself • the clause has not sufficiently been brought to Terry’s attention at the time when the contract was formed • therefore it has not been incorporated in the contract and is not binding <p>Credit any other relevant response.</p>	[3]
(c)	<p>Parliament protected consumers in the <u>Unfair Contract Terms Act 1977</u> by making certain clauses in consumer contracts invalid and unenforceable.</p> <p>Identify <u>three</u> types of exemption clause which will be unenforceable under the Act.</p> <p>Assessment Objective 1</p> <p>1 mark for each correct answer (maximum 3 marks)</p> <p>Candidates will identify any three of the following:</p> <ul style="list-style-type: none"> • Personal injury caused by the defendant’s negligence • Death caused by the defendant’s negligence • Breach of the implied condition that the seller has the right to sell the goods in a sale of goods contract • Breach of the implied term that goods sold by description correspond to the description (SGA) • Breach of the implied term that goods are of satisfactory quality (SGA) • Breach of the implied term that goods are fit for the purpose for which they were to be used if explained to the seller (SGA) <p>Credit any other relevant response.</p>	[3]

Question Number	Answer	Marks
* (d)	<p>Both the courts and Parliament have introduced controls on exemption clauses. Consumers are particularly protected because they contract on unequal terms with businesses.</p> <p>Explain some of the possible consequences for consumers if they did not have these protections when it comes to exemption clauses.</p> <p>Assessment Objective 3</p> <p>Candidates will score as follows:</p> <p>0 marks for no response or no response worthy of credit.</p> <p>1-3 marks: basic points made with basic communication. The response lacks organisation, structure and accuracy of spelling, punctuation and grammar.</p> <p>4-6 marks: points made with some elaboration and adequate communication. The response is adequately organised, structured and with some errors of spelling, punctuation and grammar.</p> <p>7-9 marks: points explained with good reasoning and with effective communication through discussion. The response is well organised, structured, with few errors in spelling, punctuation and grammar.</p> <p>Candidates will explain any 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 <p>Credit any other relevant response.</p>	[9]
Paper Total		[60]

Assessment Objectives Grid (includes QWC*)

Question	AO1	AO2	AO3	Total
1	3	0	3	6
2	3	9	6	18
3	6	6	6	18
4	6	3	9*	18
Totals	18 (30%)	18 (30%)	24 (40%)	60

SPECIMEN