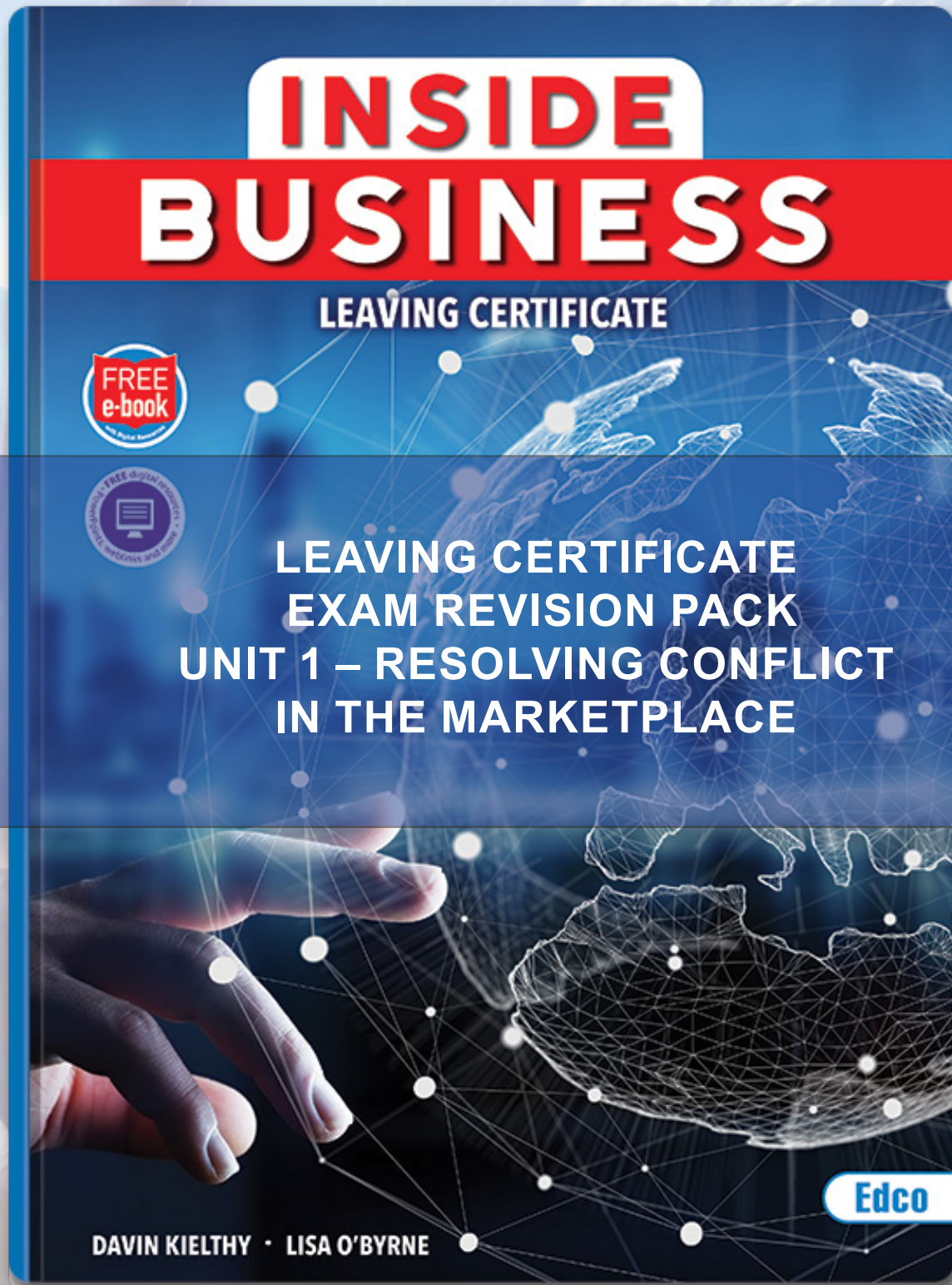


The Educational Company of Ireland



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INSIDE BUSINESS

UNIT 1 – RESOLVING CONFLICT IN THE MARKETPLACE

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Plan for Success: Higher Level Question Frequency Grid

	Elements of a Contract	Contract Termination	Remedies for Breach of Contract	Non-Leg. Conflict Resolution	SoGaSoSA 1980	CPA 2007	CCPC	Ombudsman	Small Claims Procedure
2019	S.3 Q1 (A)				S.2 Part C				S.3 Q1 (C)
2018		S.3 Q1 (A)			S.1 Q1		S.1 Q1		S.1 Q1
2017	S.1 Q1	S.1 Q1	S.1 Q1		S.3 Q1 (C)				
2016		S.3 Q1 (B)					S.3 Q1 (C)		
2015			S.3 Q1 (B)						
2014	S.2 Part B				S.3 Q1 (C)				
2013	S.3 Q1 (C)								
2012		S.3 Q1 (B)							
2011					S.3 Q1 (B)				
2010	S.3 Q1 (C)							S.3 Q1 (B)	S.3 Q1 (B)
2009	S.1 Q8								
2008	S.1 Q2				S.3 Q1 (B)				
2007	S.1 Q5		S.3 Q1 (C)		S.3 Q1 (B)				
2006	S.3 Q1 (C)								
2005	S.1 Q1	S.3 Q1 (B)							
2004									
2003	S.3 Q1 (B)								
2002									
2001	S.3 Q1 (B)				S.3 Q1 (C)				
2000	S.1 Q1								
1999			S.3 Q1 (B)						
1999	S.1 Q3								

Section 1	S.1
Section 2	S.2
Section 3	S.3

S.1	9 times
S.2	2 times
S.3	25 times

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Higher Level Exam Paper Analysis (1999 – 2020)

KEY POINTS

The State Examinations Commission has used **fifteen different command verbs** to examine the topics of law of contract and resolving conflict in the marketplace. The **most common verbs** used include: **outline, explain and illustrate**. The **most common topic** examined is the **elements of a contract**, which has appeared **thirteen times on the HL exam**. The **Consumer Protection Act 2007 has not been examined** but the **Sale of Goods and Supply of Services Act 1980** has appeared on the HL exam **eight times**.

Section 1

2018 Section 1 Q1 – 10 marks [3+2+2+2+1]

Fill in the appropriate words to complete each of the following statements.

- (i) R _____, replacements and repairs are forms of redress available to a consumer under the **Sale of Goods and Supply of Services Act 1980**.
- (ii) The _____ provides a solution to consumer conflicts and can award compensation up to €2,000.
- (iii) The term **merchantable quality** in consumer law implies that consumer products are of a reasonable quality having regard to their _____.
- (iv) The _____ is responsible for investigating, enforcing and encouraging compliance with consumer law.
- (v) The **Sale of Goods and Supply of Services Act 1980** states that all providers of services will supply a service with _____.

2017 Section 1 Q1 – 10 marks [3+2+2+2+1]

Column 1 is a list of business terms relating to contract law. **Column 2** is a list of possible explanations for these terms. (One explanation does not refer to any of these terms.)

	Column 1: Terms		Column 2: Explanations
1	Specific Performance	A	Some contracts must be in writing to be legally valid.
2	Legality of form	B	A way of terminating a legal contract
3	Performance	C	The mutual exchange of something of value in a contract.
4	Consideration	D	Each party chooses to enter a contract voluntarily.
5	Capacity	E	A remedy for breach of contract.
		F	The legal right to enter into a contract.

Match the two lists by placing the letter of the correct explanation under the relevant number below.

1	2	3	4	5

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2013 Section 1 Q2 – 10 marks [(a) 4 marks; (b) 6 marks – 2 x 3 marks (2+1)]

[No longer examined]

(a) What do the letters NCA stand for? Write the answer in the space provided.

NCA	
-----	--

(b) Outline two functions of the NCA.

2009 Section 1 Q8 – 10 marks [(a) 4 marks (2+2); 6 marks – 2 x 3 marks (1+2)]

(a) Explain the legal term 'consideration'.

(b) Outline **two** other elements of a legally binding contract.

2008 Section 1 Q2 – 10 marks [2 x 5 marks (3+2)]

In relation to the law of contract distinguish between the terms 'offer' and 'invitation to treat'.

2007 Section 1 Q5 – 10 marks [2 x 5 marks (3+2)]

In a legal context, consideration means

2006 Section 1 Q2 – 10 marks [2 x 5 marks (2+3)] [No longer examined]

Outline **two** functions of the Director of Consumer Affairs.

2005 Section 1 Q1 – 10 marks [4+3+3]

Explain the legal term 'capacity to contract'.

Give **two** examples of situations where an individual or legal entity does not have capacity to contract.

2000 Section 1 Q1 – 10 marks [n/a]

Column 1 is a list of business terms. Column 2 is a list of possible explanations for these terms. Match the two lists by placing the letter of the correct explanation under the relevant number below. One explanation has no match.

	Column 1: Terms		Column 2: Explanations
1	Consumer	(a)	The power of a natural or legal person, who is in a position to form a contract.
2	Consideration	(b)	People working together in a joint effort to help each other.
3	Capacity	(c)	A term that is important and goes to the heart of a contract.
4	Co-operation	(d)	A difference that arises between individuals or groups.
5	Condition	(e)	A person or organisation who purchases goods or services.
		(f)	A benefit that passes from one party to another in a contract.

1	2	3	4	5

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Section 2

2019 Section 2 Part C – 30 marks

[No – 3 marks; 27 marks – 3 x 9 marks (3 [Point of Law] + 3 [Explanation] + 3 [Link])]

Do you think Oatfield Lodge, as a service provider, has complied with the terms of the Sale of Goods and Supply of Services Act 1980?

Explain your answer, using your knowledge of the Act and referring to the text of the ABQ.

2014 Section 2 Part B – 30 marks

[16 marks – 2 x 8 marks (3+3+2) + 14 marks – 2 x 7 marks (3+2+2)]

'For a contract to be legally enforceable certain essential elements must exist'.

Discuss this statement with reference to the rental of the premises by Shay Doherty for Atlantic Surf.

Section 3

2020 Section 3 Q1 (B) – 20 marks [n/a]

Explain a consumer's legal rights under the terms of the Sale of Goods and Supply of Services Act 1980, with reference to any three of the following:

1. Services
2. Guarantees
3. Signs limiting consumer rights
4. Merchantable Quality.

2019 Section 3 Q1 (A) – 20 marks [4 x 5 marks (3+2)]

Explain the following terms in relation to the law of contract, providing an example in each case.

Capacity to Contract Consideration Legality of Form Consent to Contract

2019 Section 3 Q1 (C) – 15 marks [4 x 3 marks; Evaluation – 0/1/3 marks]

Evaluate the Small Claims Procedure for resolving conflict.

2018 Section 3 Q1 (A) – 25 marks [(i) 4 marks (2+2); (ii) 21 marks – 3 x 7 marks (2+3+2)]

Read the information supplied and answer the questions which follow.

The band 'Stand and Deliver' officially cancelled their upcoming tour due to the death of their singer Richard Stears.

- (i) Explain the method of terminating the legal contract referred to in the text above.
- (ii) Outline **three** other methods for terminating a legal contract, proving an example in each case.

2017 Section 3 Q1 (C) – 20 marks [(i) 2 marks; (ii) 18 marks – 3 x 6 marks (3+3)]

Read the information supplied and answer the questions which follow.



Samsung Electronics abandoned its Galaxy Note 7 smartphone after customers reported that phone batteries were prone to catching fire.

Source: adapted from Irish Independent, October 2016

- (i) Name the act which protects consumers who purchased the Samsung Galaxy Note 7.
- (ii) Outline **three** provisions of the act regarding a consumer's statutory (legal) rights in relation to the Samsung Galaxy Note 7.

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2016 Section 3 Q1 (B) – 20 marks [8 marks (4+4) + 6 marks (3+3) + 6 marks (3+3)]

A legal contract can be terminated by performance, whereby parties to the contract fulfil their obligations as agreed. Outline **three other** methods for terminating a legal contract.

2016 Section 3 Q1 (C) – 20 marks [18 marks – 3 x 6 marks (3+3); Evaluation – 2 marks]

Read the information supplied and answer the question which follows.

The National Consumer Agency (NCA) now known as the Competition and Consumer Protection Commission (CCPC), launched an investigation into the motor vehicle emissions scandal at the car manufacturer Volkswagen.

Evaluate the functions of the NCA (CCPC) with regard to protecting the interests of consumers.

2015 Section 3 Q1 (B) – 10 marks [(4 [remedy] + 3 [explanation] + 3 [example])]

Illustrate your understanding of the term specific performance in relation to contract law.

2014 Section 3 Q1 (C) – 20 marks [7 marks (2+2+3) + 7 marks (2+2+3) + 6 marks (4+2)]

Outline a **consumer's legal rights** under the terms of the *Sale of Goods and Supply of Services Act 1980*, with reference to any three of the following:

- (i) Merchantable Quality
- (ii) Guarantees
- (iii) Signs limited consumer rights
- (iv) Unsolicited Goods

2013 Section 3 Q1 (C) – 20 marks [8 marks (3+3+2) + 6 marks (3+3) + 6 marks (3+3)]

Illustrate your understanding of the following terms in relation to a valid contract:

Agreement; Legality of form; Consideration

2012 Section 3 Q1 (B) – 20 marks [7 marks (4+3) + 7 marks (4+3) + 6 marks (3+3)]

A legal contract can be terminated by breach, frustration or agreement.

Illustrate your understanding of the underlined terms.

2012 Section 3 Q1 (C) – 20 marks [18 marks – 3 x 6 marks (3+3) + Evaluation – 2 marks]

[No longer examined]

The Consumer Protection Act 2007 came into effect in Ireland on 1st May 2007. The Act provides for the establishment of the National Consumer Agency which replaced the Office of the Director of Consumer Affairs.

Evaluate the role and functions of the National Consumer Agency (NCA) in protecting consumers.

2011 Section 3 Q1 (B) – 30 marks

[(i) 20 marks – 4 x 5 marks (2+3); (ii) 10 marks – 2 x 5 marks (2+3)]

- (i) Discuss the rights of consumers under the terms of the *Sale of Goods and Supply of Services Act 1980*.
- (ii) Illustrate **two** forms of redress available to consumers for breach of the Act.

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2010 Section 3 Q1 (B) – 20 marks

[(i) 7 marks (4+3) + Evaluation – 3 marks; (ii) 7 marks (4+3) + Evaluation – 3 marks]

Evaluate the role of **each** of the following in protecting consumers:

- (i) The Small Claims Court
- (ii) The Office of the Ombudsman for Public Services.

2010 Section 3 Q1 (C) – 10 marks [5+5]

In relation to the Law of Contract, illustrate your understanding of Capacity to Contract.

2008 Section 3 Q1 (B) – 25 marks

[(i) 15 marks – 3 x 5 marks (2+3); (ii) 10 marks – 2 x 5 marks (2+3)]

- (i) Illustrate the circumstances where retailers would be in breach of the Sale of Goods and Supply of Services Act 1980.
- (ii) Outline remedies available to consumer for breaches of the Act.

2007 Section 3 Q1 (B) – 30 marks [6 x 5 marks (2+3)]

Describe the provisions of the Sale of Goods and Supply of Services Act 1980 and evaluate its effectiveness.

2007 Section 3 Q1 (C) – 10 marks [5+5]

Specific Performance is a term used in contract law. Explain what it is and when it would be used.

2006 Section 1 Q1 (C) – 20 marks [5 x 4 marks (2+2)]

Explain the elements of a valid contract.

2005 Section 3 Q1 (B) – 20 marks [4 x 5 marks (2+3)]

Explain four methods by which a legal contract may be terminated.

2005 Section 3 Q1 (C) – 25 marks [20 marks – 5 x 4 marks; Evaluation – 5 marks]

[No longer examined]

Under the terms of the Consumer Information Act (1978) describe and evaluate the role of the Director of Consumer Affairs.

2003 Section 3 Q1 (B) – 30 marks [5 x 6 marks (2+2+2)]

Explain, using examples where appropriate, the essential elements of a valid contract.

2001 Section 3 Q1 (B) – 20 marks [2 x 10 marks (5+5)]

Define 'Contract'. Outline why an 'invitation to treat' is not a contract.

2001 Section 3 Q1 (C) – 25 marks [5 x 5 marks (2+3)]

Evaluate how effective the main provisions of the Sale of Goods and Supply of Services Act 1980 are in protecting consumers.

1999 Section 3 Q1 (B) – 20 marks [n/a]

Good relationships which help in resolving situations of conflict between the people involved in the business are most important.

Demonstrate how the remedies for breach of contract can help solve conflicts between contractual parties.

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Quick Fire Revision Worksheet

1. What is meant by the term caveat emptor?

2. State **three** reasons there may be conflict between a consumer and a retailer.

a. _____ c. _____
b. _____

3. List **three** non-legislative methods of resolving conflict between a consumer and a retailer.

a. _____ c. _____
b. _____

4. What do the following letters stand for?

a. CAI _____
b. CCPC _____
c. ECC Ireland _____

5. Outline **two** services provided to consumers by the CAI:

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6. The Sale of Goods and Supply of Services Act 1980 has a number of provisions relating to the rights of consumers when purchasing goods. Read the scenarios below and identify which of the rights of has been broken.

	Scenario	Right – Goods must be ...
1	A new car breaks down after travelling 200 km.	
2	A consumer finds that wallpaper delivered to their home is blue, when the sample shown in the shop was green.	
3	A salesperson informed the consumer that there were two usb ports in a laptop model but when the consumer uses the laptop at home, there is only one usb port.	
4	A consumer finds that a new dishwasher does not clean dishes.	

7. List **four** legal rights a consumer has when he / she pays for a service.
- a. _____
- b. _____
- c. _____
- d. _____
8. List **three** remedies available to consumers, in relation to faulty goods.
- a. _____ b. _____ c. _____
9. Who is responsible for resolving problems with a product / service when it does not reach the standard expected by both consumers and the law?
- _____
10. State **two** types of signs a retailer may place in their store to give the consumer the impression that they have reduced consumer rights under the Sale of Goods and Supply of Services Act 1980.
- a. _____ b. _____

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11. A guarantee gives consumers the right to have a faulty item repaired / replaced by the retailer or the manufacturer. A guarantee is legally binding and should show: (a) the g_____ covered (b) the t_____ frame involved and (c) the procedure required for making a c_____.
12. Second-hand goods are not expected to be of the same quality as brand new products. The consumer should examine second-hand goods as they are sold as s_____. Second-hand goods must be f_____ for the p_____ intended.
13. Explain the concept of inertia selling under the Sale of Goods and Supply of Services Act 1980.

14. The Consumer Protection Act 2007 gives rights to consumers regarding price display regulations and the introduction of price controls. Outline **two** other rights that consumers have under this act.

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15. The CCPC enforces competition and consumer protection law in Ireland. Outline how the CCPC:

Investigates breaches of consumer laws

Enforces product safety regulations

16. The Office of the Ombudsman aims to resolve disputes between consumers and:

a. _____
b. _____

17. The Financial Services and Pensions Ombudsman (FSPO) investigates complaints against organisations such as:

a. _____
b. _____

18. Indicate whether the following statements are true or false.

	Statement	True or False
1	The FSPO uses mediation to find a mutually acceptable solution to all parties to the dispute.	
2	The Ombudsman makes a decision on how a case should be resolved.	
3	Both the FSPO and the Ombudsman can award compensation.	

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19. The Small Claims Procedure aims to resolve complaints by consumers against a business up to the value of €2,000. Describe what happens in the stages.

Meeting with the Small Claims Registrar

Referral to the District Court
