



Legislation


Sale of Goods and Supply of Services Act 1980

Right	Description	Example
Goods must be of <i>merchantable quality</i>	→ Goods should be of an acceptable standard, taking into account their price and durability.	→ A new motorbike should not break down after travelling 10 km. → A new pair of football boots should not rip after being worn for one match.
Goods must be <i>fit for the purpose intended</i>	→ Goods should do what a consumer reasonably expects them to do.	→ A dishwasher should wash dishes. → A freezer should freeze food.
Goods must be <i>as described</i>	→ The description of the goods must match the packaging, the brochure or description given by the salesperson.	→ A laptop described as a silver colour in a brochure should actually be a silver colour. → A speaker described on the packaging as being voice-activated should be able to be activated by the consumer's voice.
Goods should <i>match the sample shown</i>	→ The sample shown to consumers by a seller should match the product purchased by the consumer.	→ A carpet sample shown to a consumer should match the complete order received.

B Rights of Consumers when Purchasing a Service

When a consumer buys a service, they have the right to expect that:

- The supplier of the service is qualified and has the skills needed to provide the service
- The supplier will provide the service with proper care and diligence
- The materials used by the supplier are sound and fit for the purpose intended
- Goods provided as part of the service must be of merchantable quality.



Remedy	Explanation
Refund	→ If the fault is a major one, e.g. a washing machine that does not wash clothes, the consumer is entitled to a full refund of the price paid.
Repair	→ If the consumer used the item for some time and then discovered a fault in it, they are entitled to have the item repaired free of charge. The repair should permanently fix the problem.
Replacement	→ If the seller is unable to repair the item, they may replace it for the same item or an item of similar quality and price.

Sale of Goods and Supply of Services Act 1980

Under the Sale of Goods and Supply of Services Act 1980, the consumer has a contract with the retailer when they buy goods and services. Therefore, if there is a problem with the good or service purchased, the seller must resolve the issue.

The retailer is not allowed to put up signs in their business that give consumers the impression that they have reduced consumer rights or that their rights are limited. Illegal signs include:

No Refunds

**Credit Notes
only**

**Goods not
exchanged**

Credit Note

A credit note acts like a voucher and allows the consumer to purchase items in the retailer's shop up to the amount stated on the credit note.

Sale of Goods and Supply of Services Act 1980

Sale of Goods and Supply of Services Act 1980

Evaluation of the Sale of Goods and Supply of Services Act 1980

The Sale of Goods and Supply of Services Act 1980 helps to protect consumers because:

- It ensures that consumers get a refund, repair or replacement if a good is faulty, or a service provided does not meet the required legal standard.
- It ensures that consumers are not misled by retailers using signs that reduce their responsibility to solve consumer complaints, e.g. 'credit notes only', 'no refunds'.

Consumer Protection Act 2007

A Misleading Descriptions

Sellers should not advertise goods and services in a way that deceives consumers, i.e. that is deliberately misleading, or by withholding information from consumers. This includes false or inaccurate claims about:

- The quantity, weight or volume of the good
- The country in which the good or service is made
- The ingredients and materials used in the good.

Example

- Stating that a bag of sugar weighs 1kg when it actually contains 800g of sugar.
- Stating that a jumper was made in Ireland when it was actually manufactured in China.

Consumer Protection Act 2007

B Aggressive Practices

Traders cannot harass or coerce (force) consumers into buying a good or service. They are not allowed to use threatening or abusive language to force consumers to purchase a good or service that they would not buy under normal circumstances.

Example

- A car salesman threatens to hurt a consumer unless they sign a contract to purchase a car.
- Placing consumers under pressure to buy a product by falsely giving them the impression that the price of the good or service will increase tomorrow.





C Prohibited Practices

Certain practices are prohibited under the Act.

These include:

- False claims that a product can cure an illness
- Running promotions or competitions when it costs money to claim the prizes
- Claiming that a business is closing down when this not the case.

Example

- A pharmaceutical company claims that a tablet manufactured by the firm will cure people suffering from asthma, even though there is no scientific proof of this claim.
- A consumer is asked to pay €50 to claim a prize they won in a competition.



Consumer Protection Act 2007



Evaluation of the Consumer Protection Act 2007

The Act is good for consumers because they receive honest information from retailers about the good or service they want to purchase. This ensures that consumers know what they are buying and the price of the item.

Consumer Protection Act 2007

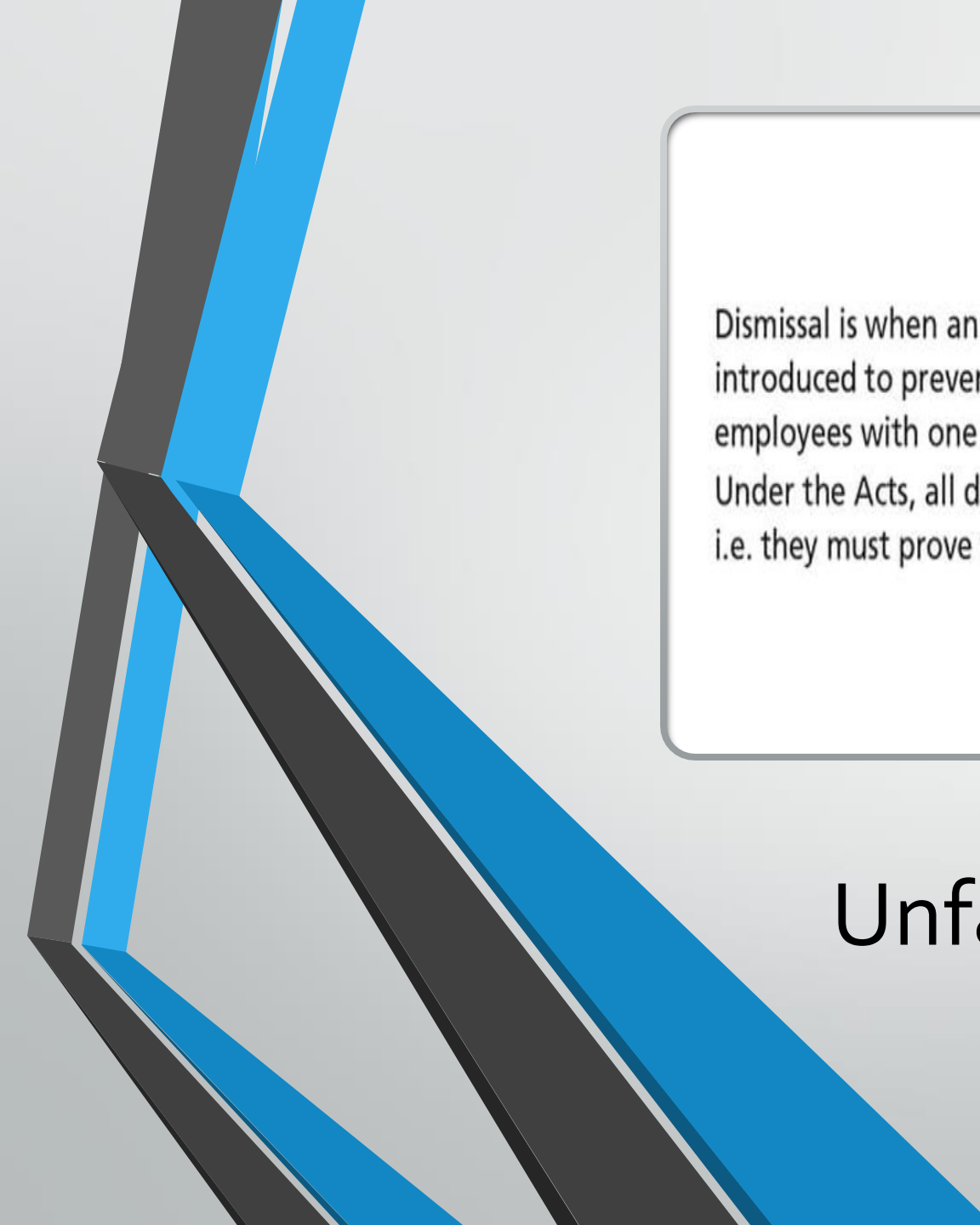
Industrial Relations Act 1990

This relates to any dispute between employers and employees, which is connected with:

- The employment or non-employment of a person, or
- The terms or conditions of employment of any person.

The Act outlines the difference between legal and illegal disputes.

Legal Trade Disputes	Illegal Trade Disputes
1 Pay and working conditions	1 Disagreement about how the business is run
2 Discrimination against an employee	2 Discontent about how the government is running the country
3 Dismissal of an employee	3 Closed-shop agreements, e.g. insisting that employees join a particular trade union such as SIPTU



Dismissal is when an employer removes an employee from their job. The Unfair Dismissals Acts were introduced to prevent employees being dismissed from their roles for unfair reasons. The Acts apply to employees with one year's continuous employment with the employer.

Under the Acts, all dismissals are deemed to be unfair and the burden of proof lies with the employer, i.e. they must prove that the dismissal was fair.

Unfair Dismissals Act 1977-2015

Unfair Dismissals Act 1977-2015

Ground for dismissal	Explanation
Redundancy	→ The employer can dismiss an employee if a genuine redundancy situation exists, e.g. falling sales. Employees must be chosen fairly for redundancy, e.g. dismissing the least qualified employees.
Incompetence	→ The employee can be dismissed if they do not perform their role to an appropriate standard, e.g. poor performance or failure to reach agreed targets.
Qualifications	→ If the employee does not have the relevant qualifications for performing their role, e.g. failing to pass professional accounting exams that would enable them to work as a qualified accountant.
Employee Misconduct	<div>→ It can relate to a number of minor incidents that when viewed together warrant dismissal, e.g. persistent lateness or absenteeism.</div> <div>→ Gross misconduct is more serious and can result in instant dismissal, e.g. stealing from the business.</div> <div>Definition: Misconduct Unacceptable behaviour of an employee in the workplace.</div>
Legal Reasons	→ An employee can be dismissed if continuing their employment would break the law, e.g. a non-EU employee who does not possess a valid work visa to work in Ireland.

Unfair Dismissals Act 1977-2015



The steps in the procedure for fair dismissal may include the following:

- 1 Counsel employee:** The employer notices that an employee is underperforming and arranges an informal meeting. The employer outlines the improvements that need to be made and offers assistance, e.g. extra training.
- 2 Verbal warning:** The employee's performance has not improved and a formal meeting with management is organised. The employer outlines the improvements that need to be made and a timeline to achieve them.
- 3 First written warning:** This is issued to the employee if their performance shows no improvement. Additional training may be offered by the employer to improve performance.
- 4 Final written warning:** This is given to the employee if there has not been any significant improvement in performance. If employee performance does not improve within a specified time frame, they may be suspended or dismissed.
- 5 Suspension:** The employee may be suspended with or without pay while the employer conducts a further investigation into the employee's underperformance.
- 6 Dismissal:** The employer removes the employee from their job as their performance has not improved to the required standard, despite additional training and support from the business.

Unfair Dismissals Act 1977-2015

Unfair Dismissal

- Race
- Gender
- Religion
- Age
- Travelling community
- Disability
- Pregnancy
- Trade Union Membership
- Political Beliefs

Unfair Dismissals Act 1977- 2015

Redress for Unfair Dismissal

If an employee has been found to have been unfairly dismissed, the options for redress are as follows.

1 Reinstatement

The employee:

- Gets their old job back
- Is entitled to back pay from the date of dismissal
- Is entitled to any improvements in conditions of employment while they were dismissed.

2 Re-engagement

The employee:

- May get their old job back or go to an alternative job approved by the WRC
- Is not entitled to any back pay from the date of dismissal.

3 Compensation

The employee gets:

- Up to two years' salary if they have suffered from financial loss due to the dismissal.
- Up to four weeks' salary if they have not suffered a financial loss.



Constructive Dismissal

This occurs when an employee resigns from their job due to their employer's conduct towards them. The employee feels that the employer has made their working life so difficult that it is impossible to remain in their job.

In cases of constructive dismissal, the burden of proof lies with the employee to show that the resignation was justified.

Before resigning, the employee should have tried every other possibility to solve the issue with the employer.

Unfair Dismissals Act 1977-2015

Employment Equality Act 1998-2015

5 Employment Equality Acts 1998–2015

The Employment Equality Acts 1998–2015 prohibits discrimination in the workplace.

The Act applies to temporary, full- and part-time employees in both the public and private sectors. It also applies to many areas of employment, including:

- Equal pay
- Training
- Promotion.

Discrimination is illegal under the following nine grounds:

Definition: Discrimination

Discrimination occurs when one person is treated less favourably than another is, has been or would be treated in a comparable situation.

Exam Tip!

*Make sure that you can **define discrimination**. You must be able to give a **precise meaning** of the term.*



Employment Equality Act 1998-2015

Ground for discrimination	Type of Discrimination
Age	→ Age-related discrimination, e.g. against an older or a younger person
Gender	→ Male, female and transexual
Disability	→ Physical disability, learning disability or chronic illness
Sexual Orientation	→ Heterosexual, bisexual or homosexual
Membership of the Traveller Community	→ People from the Traveller community
Family Status	→ Parent or acting as a parent for a child under the age of 18 years, or over the age of 18 years and with a disability requiring care on a continuous basis
Civil Status	→ Single, married, separated, divorced, widowed or in a civil partnership
Race	→ Race, colour, nationality or ethnic origin
Religious Beliefs	→ People who have a religion/faith and those who do not follow a religion