

Past Paper Questions for Chapter 2

- (a) Sale of Goods and Supply of Services Act 1980
- (b) Consumer Protection Act 2007 and Competition and Consumer Protection Commission (CCPC)
- (c) Small Claims Procedure/Court & Ombudsman for Public Services

Chapter 2

(a) Sale of Goods and Supply of Services Act 1980

2014 Q1 (C)

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 limiting consumer rights
- (iv) Unsolicited Goods

MS: Consumer rights under the SOGSOS Act 1980; any three of four given:
 7 (4(2+2)+3) + 7 (4+3) + 6 (4+2)

(i) Merchantable Quality

The consumer is entitled to goods that are of merchantable quality i.e. they are of a good quality in relation to the price paid for them. If the good is not of merchantable quality, the consumer could seek a refund, replacement, or repair depending on the type of fault and the time frame.

(ii) Guarantees

Guarantees are seen as **additional protection** given to the consumer and they **cannot limit the consumer's rights** under consumer law.

The consumer can choose to have the goods fixed by the manufacturer or they can insist that the retailer deals with the complaint regardless of the guarantee.

The contract is between the seller and the buyer.

(iii) Signs limiting consumer rights

It is an offence for the retailer to display signs that give the consumer the impression that they have no legal rights. For example, 'No Refunds on Sale Items'. Consumers' rights under the act cannot be taken away or limited by signs such as 'Credit Notes Only', 'No exchange on items', etc. These signs are illegal and do not affect your statutory consumer rights.

(iv) Unsolicited Goods

These are goods that are sent to someone **without having received an order**. S/he has the right to **keep** the goods after **six months** if the sender **has not collected them** and the consumer has not prevented the firm from collecting them.

2011 Q1 (B)

- (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.

(30 marks)

MS: Consumer rights 4 x 5m (2m + 3m) Redress 2 x 5m (2m + 3m)

Note: All 4 parts of Q1(C) 2014 are acceptable for this answer along with the point made below. Except in this question, the verb 'Discuss' is used, meaning you should use any headings, and instead include what would be your heading in the opening sentence as is shown below.

Also note that students lose marks regularly for just giving the provisions under the Act for goods and omitting the other parts of the Act. Unless the question specifically asks for the provisions for goods under the Act, then give all of the provisions.

A consumer has certain rights when **purchasing services** like proper **workmanship** and **parts**. Services must be provided with **due care** and **attention** – a car left at a garage for a full service but the garage failed to change the oil. A service provider must have the necessary **competence and skills set**. For example, a barber should be trained and able to cut hair.

- (ii) The form of redress is dependent on how serious the fault is, the time it occurred and how soon after the purchase the complaint was made.

Refund

If a consumer purchases a faulty good and complains promptly then s/he is entitled to a **full cash refund**. For example if a consumer purchases a pair of football boots and they rip when playing football for the first time, then s/he is entitled to a full refund of money paid (i.e. goods not fit for purpose).

Replacement

A replacement may also be provided, e.g. a **new model of the same or similar quality given in its place**, when a consumer who has a faulty product returns it and is happy to accept a new product in its place. This may happen if the original good wasn't fit for purpose or of merchantable quality.

(Be careful to explain the words 'refund' or 'replacement' rather than just repeating them within your explanation.)

2017 Q1 (C)

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.

This was a new way to ask the Sale of Goods and Supply Of Services Act 1980, answered on the previous pages, as you had to link it to a real life product.

The trend is to include real products, so expect to be asked more regularly to relate knowledge from the course to real products.

Linking the Samsung Galaxy Note 7 to **Merchantable Quality, Fit For Purpose, As Described, Guarantees, Signs Limiting Consumer Rights 'No Refunds'** was fine here.

2020 Q1 (B)

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. |
- (20)

MS: 2 x 7m (4+3) 1 x 6m (3+3)

1. Services:

The service provider must have the necessary skill/qualification.

The consumer is entitled to redress if the service is not provided with due care, diligence and attention or if the materials used are not of merchantable quality.

2. Guarantees:

Guarantees are additional protection given to the consumer and they cannot limit the consumer's rights under consumer law.

The guarantee must clearly show what goods are covered, the time frame involved and the procedure for making claims.

3. Signs limiting consumer rights:

Signs such as 'Credit Notes Only', 'No Cash Refunds', 'No exchange' etc are prohibited under the Sale of Goods & Supply of Services Act.

These signs are illegal and do not affect your statutory consumer rights – a faulty good would be refundable whether bought on sale or not.

4. Merchantable Quality:

The consumer is entitled to goods which are of reasonable quality considering what they are supposed to do, their durability and the price paid.

A €50 pen versus a €1 pen. If the good is not of merchantable quality, the consumer could seek a refund, replacement, or repair depending on the type of fault and the time frame.

2018 – Q1 Short

Q1 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 _____.

MS: 3+2+2+2+1

- (i) Refunds
- (ii) Small claims court/small claims procedure
- (iii) Price /durability
- (iv) National consumer agency / competition and consumer protection commission
- (v) Due skill/ due care/ due dillgence/ having the necessary skills to render the service/where materials are used they will be sound and reasonably fit for the purpose for which they are required/that the goods supplied (with the service) will be of merchantable quality.

(b) Consumer Protection Act 2007 and Competition and Consumer Protection Commission (CCPC)**2021 Q1 (B)**

Evaluate the role of the Competition and Consumer Protection Commission (CCPC). (20)

MS: 3 @6(3+3), 1 x 2m Evaluation

Informs the consumer on rights around purchasing goods/services/financial services

They provide a website, a helpline, social media site and engage in radio and television advertising.

The statutory body responsible to enforce consumer law

They issue compliance notices, on the spot fines, prohibition notices and produce a Consumer Protection List of all businesses who have breached consumer law.

Advise the Government on consumer issues

They can recommend where consumers may need extra protection via legislation.

Conduct Research in Consumer Behaviour

They do this in order to advise consumers on how they can change habits and save money or receive better value for money, e.g. switching electricity supplier.

Educate consumers to make more informed decisions

Tools that include financial calculators, cost comparisons for various financial services, interactive quizzes etc. can be found on their website.

Evaluation: They really improve consumers rights and protections – they stop consumers getting ripped off by a firm with too much control as they ensure fair competition in the market for consumers by monitoring all mergers and acquisition in Ireland so no dominant firm exists in certain markets.

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These are the previous questions asked on the CCPC, some when it was known as the NCA, so the 2021 question above covers everything needed for these also.

2013 Q2 Short

(a) What do the letters NCA stand for? (b) Outline **two** functions of the NCA. (10 marks)

MS: 4m and 3m x 2 (2+1)

2012 Q1 (C)

Evaluate the role and functions of the National Consumer Agency (NCA) in protecting consumers. (20 marks)

MS: 3 points at 6m each (3+3), plus one overall evaluation at 2m

(This question would now be asked as the The Competition and Consumer Protection Commission, The Competition Authority and the National Consumer Agency amalgamated in to it in 2014.)

2016 Q1 (C)

Evaluate the functions of the **NCA** (CCPC) with regard to protecting the interests of consumers. (20m)

The Business Guys

(c) Small Claims Court and Ombudsman for Public Services

2010 Q1 (B)

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. (20 marks)

(also see 2013 Q1 (B) (i) Evaluate any **two** of the following legislative approaches to solving conflict: (i) Small Claims Court.)

MS: 2 distinct points in each case and 1 clear evaluation in each case
[7 marks (4+3) + 3m evaluation] x 2.

(i) Small Claims Court

Inexpensive – costs €25

Easy to apply – online application system or using application form in a district court

Limited compensation – maximum of €2,000

No solicitor required – consumer can **represent themselves**.

Evaluation: It's great as a consumer can argue their case and if the business doesn't show, the court will award in the consumer's favour, so they will definitely get a resolution to their issue.

(ii) Ombudsman for Public Services

The office of the Ombudsman investigates complaints about the activities of Government Departments, City and County Councils, the Health Service Executive, An Post i.e. investigates consumer complaints about public bodies.

The Ombudsman will only investigate complaints if the person has tried to resolve the problem themselves first. The Ombudsman is a **last resort**.

Evaluation: In my opinion, I think the Ombudsman is good at protecting consumers as it is **independent of government and impartial**. It is also a **free** service, which is important as some people may not have the money to take a government department to court.

2019 Q1 (C)

Evaluate the Small Claims Procedure for resolving conflict.

MS: 4@3; Evaluation: (0,1,3)

All of (i) above would cover this answer for 15/15