2014 Paper > Section 1 > Question 4

   
   (i)
   
   (ii)

2014 Paper > Section 3 > Question 1 > Part C

(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.  

(20 marks)

(60 marks)

2013 Paper > Section 1 > Question 2

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

(b) Outline two functions of the NCA:
   
   (i)
   
   (ii)

(60 marks)
2013 Paper > Section 1 > Question 2 (Marking Scheme)

<table>
<thead>
<tr>
<th>NCA</th>
<th>National Consumer Agency</th>
</tr>
</thead>
</table>

(b) Outline two functions of the NCA.

- To **provide** information to consumers on their rights in relation to the purchase of goods and services – leaflets, website, telephone line.
- To **enforce** the relevant consumer law and encourage compliance, e.g. on-the-spot penalties and prohibition orders.
- To **investigate suspected offences** under any of the relevant laws, e.g. the NCA has the power to enter premises to gather evidence, with the support of the Gardai if necessary.
- To **prohibit false pricing**, e.g. goods advertised as being reduced in a sale must have been on sale at the higher price for twenty eight consecutive days sometime in the last three months.
- To refer cases to the **Director of Public Prosecutions** where appropriate.

2011 Paper > Section 3 > Question 1 > Part B

(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.

2011 Paper > Section 3 > Question 1 > Part B (Marking Scheme)

**Goods**

Goods should be of **merchantable quality** – they should be of reasonable standard/quality taking into account what they are supposed to do, their durability and their price.
Goods must be fit for the purpose intended. This means that the goods must be able to do what they are meant to do and what they were designed for (i.e. fit for the particular purpose for which the buyer intends to use them). For example, a waterproof jacket and leggings should keep the rain out. A combined fridge/freezer must be capable of freezing food.

Goods sold must be as described by the sales person, catalogue/package or sample. For example if a consumer orders blue floral wallpaper from a catalogue then it can’t be gold plain wallpaper when delivered.

**Services**

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. In addition, any materials used in the delivery of the service must be of merchantable quality.

**Other Provisions**

**Unsolicited Goods/Inertia Selling.**

It is illegal for a supplier to demand payment for unsolicited goods. These are goods that are sent to someone without having received an order. If a company sends you something you didn’t order and does not provide for return post, it cannot invoice you for the product e.g. Book Club. This demand is an illegal act and the consumer has specific rights. The right to keep the goods without payment after thirty days if the consumer has sent written notice to the sender and informed him where they can be collected.

**Consumers’ rights under the act cannot be taken away or limited by signs such as ‘Credit Notes Only’, ‘No Cash Refunds’, ‘No exchange’ etc. These signs do not affect your statutory consumer rights. A credit note is not a refund as it restricts you to shopping in that shop.**

Guarantees are seen as something extra (additional protection) that is 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.

**Other points could include:** Ownership and quiet possession/Retailer responsibility.

(ii) Illustrate two forms of redress available to consumers for breach of the Act.

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. If the complaint is valid the consumer is entitled to one of the three R’s – refund, replacement and repair.

If a consumer purchases a faulty good and complains promptly then s/he is entitled to a full cash refund or replacement. For example if a consumer purchases a microwave oven and the minute timer doesn’t work (i.e. not of merchantable quality) then s/he is entitled to a full refund of money paid. A replacement may also be provided, e.g. a new model of the same or similar quality given in its place.

When the consumer has used the product, when there is a delay between the purchase date and the actual complaint, or when the fault is of a minor nature then the consumer may only be entitled to partial refund or repair.

The consumer’s rights lessen, the longer s/he puts off making the complaint. (30 marks)
(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)

2010 Paper > Section 3 > Question 1 > Part B (Marking Scheme)

(i) Small Claims Court: [www.courts.ie](http://www.courts.ie)

Deals with consumer complaints relating to goods or services purchased, for private use from somebody selling them in the course of business. Maximum damages are €2,000.

(Since January 11, 2010 the Small Claims Court Service is available to businesses pursuing claims against other businesses).

Deals with consumer claims such as faulty goods, bad workmanship and minor damage to privately owned property.

- Both sides get to make their case and are encouraged to reach an agreed settlement.
- Decision made by the registrar of the court is not legally binding but is usually accepted.
- It is possible to pursue small claims through this service against product and service providers in any EU state, except Denmark.
- Appeals can be made through the District Court and heard before a judge.
Evaluation

- It is a fast/informal and easy way for consumers to resolve disputes.
- Inexpensive method of solving disputes. Non-refundable fee of €15 payable to the district court when claim lodged / No solicitors are required.
- The process can be carried out on-line. In 2008, almost half of the 4,145 claims processed were made online.
- You will get an unbiased and fair judgement.
- In 2008, the last year for which information is available, the Small Claims Court handled 4,145 complaints, up almost a quarter on the previous year. Only 26% of the claims made were actually referred to court.

(ii) The Ombudsman service

The Office of the ombudsman for Public Services: www.ombudsman.ie

- The Office of the Ombudsman investigates complaints about the activities of Government Departments, the Health Service Executive, local authorities and An Post.
- The Office of the Ombudsman cannot investigate complaints concerning The President, The Dail, Defence Forces, Garda Siochana, Judiciary, or Prison Service.
- The Office of the ombudsman is a last resort. The Ombudsman only investigates complaints, after the person has tried to solve the problem with the public body involved/ all other avenues for solving the issue have been exhausted.
- The Ombudsman is independent of the Government, impartial and provides a free service.
- Complaints have to be made within one year. The Ombudsman, after a fair, thorough review of a complaint, decides if it is justified and if it is, makes recommendations to the public body in order to resolve the problem.
- When the Ombudsman investigates a complaint s/he can either find in favour of the person who has complained or decide that the public body complained about has in fact acted correctly. If the Ombudsman finds in favour of the person who has complained s/he can help provide a remedy for what has gone wrong. For instance s/he can ask that an apology be made, or a grant or other benefit be paid, which had been refused previously. Recommendations of the Ombudsman are not legally binding on the parties involved with the complaint.

Evaluation

Since 1984 The Office of the Ombudsman has helped over 70,000 people with valid complaints and advised and guided many others. The Office dealt with up to 10,000 queries from the public in 2009 and dealt with 2,800 complaints etc.
2009 Paper > Section 3 > Question 4 > Part C

(C) “There is often a legal requirement for members of the public to hand over their personal information to public bodies.”

Discuss the provisions of the Data Protection Act 1988 in relation to:

(i)  The Rights of Data Subjects
(ii) The Obligations of Data Controllers.  

(20 marks)

2009 Paper > Section 3 > Question 4 > Part C (Marking Scheme)

Provisions of the Data Protection Act 1988

The Data Protection Act was introduced to provide rights and responsibilities in relation to the storage of computerised data.

(i)  The Rights of Data Subjects

- **Right of Access** – person has right to receive copy of data held electronically relating to him/her, within 40 days of lodging a written request
- **Right of Correction** – person has right to correction of errors/inaccurate information.
- **Right to Compensation** – person has entitlement to be compensated for loss as a result of inaccurate information held. The person also has the right to complain to the Data Protection Commissioner where a data controller is suspected to be in breach of the act.
- **Right of Removal** – person has the right to have their name removed from direct marketing lists.

(ii)  The Obligations of Data Controllers

- To keep the data secure – data must be protected against unauthorised access.
- To update the information – data should be accurate and updated periodically
- To use the data for the purpose intended - information should only be used for the specific purpose provided

- To obtain the information fairly and openly.
- To keep a register of data kept.
- To provide a copy of data held electronically within 40 days of receiving a written request from a person

2008 Paper > Section 3 > Question 1 > Part B

(B) (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 consumers for breaches of the Act.  

(25 marks)
(B)  (i)  Sale of Goods and Supply of Services Act 1980.

Retailers in breach (Illustrate):

Goods
- Merchantable Quality
- Fit for the Purpose
- Correspond to the Description
- Correspond to the sample
- Ownership and Quiet Possession

Services
All services are provided on certain implied terms as follows:
- Supplier has the necessary skill to provide the service;
- Service provided with due skill and diligence and any materials used sound and fit for the purpose;
- Goods supplied as part of the service will be of merchantable quality.

Other provisions include:
- Guarantees
- Renting or Buying
- Motor Vehicles
- Spare Parts
- Unsolicited goods (Inertia Selling)

Candidates are required to illustrate the circumstances where retailers of goods/services would be in breach of the Act, in relation to any of the above provisions.

(B)  (ii)  Remedies for breaches of the Act

The remedy will depend on the seriousness of the fault, when the fault happened and how soon after purchase the consumer made the complaint.

- A full refund: If goods are not of merchantable quality/have major fault from the very beginning and the consumer acts within a reasonable time of the sale it is likely that the goods can be rejected by the buyer and a full refund will be provided.
- A partial refund, repair or replacement if the consumer has used the product/delayed in acting/there is an implied acceptance of the product. Any remedy must be completed without significant inconvenience to the consumer.
2007 Paper > Section 1 > Question 5

5. In a legal context, consideration means ________________________________

__________________________________________

__________________________________________

2007 Paper > Section 1 > Question 5 (Marking Scheme)

5. Consideration means that some advantage or benefit must move from one party in a contract to another party. Money is the most common form of consideration as it is real and legal.

2007 Paper > Section 3 > Question 1 > Part B

(B) Describe the provisions of the Sale of Goods and Supply of Services Act 1980 and evaluate its effectiveness. (30 marks)

2007 Paper > Section 3 > Question 1 > Part B (Marking Scheme)

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

Provisions (describe):
Goods
• Merchantable Quality
• Fit for the Purpose
• Correspond to the description
• Correspond to the sample
• Right to ownership and quiet possession.
Services
• Supplier has the necessary skill to provide the service
• Any materials used will be sound and fit for the purpose
• Goods supplied as part of the service will be of merchantable quality.
Other provisions include:
• Guarantees
• Renting or Buying
• Motor Vehicles
• Spare Parts
• Unsolicited goods (Inertia Selling)
• Cooling-off Periods
• The Retailer is Responsible
• Redress.

Evaluation of the Sale of Goods and Supply of Services Act 1980 effectiveness required
2007 Paper > Section 3 > Question 4 > Part C

(C) The Data Protection Act 1988 sets out the following:
(i) The rights of Data Subjects
(ii) The obligations of Data Controllers and
(iii) The functions of the Data Protection Commissioner

Explain any two of the above. (25 marks)

2007 Paper > Section 3 > Question 4 > Part C (Marking Scheme)

(C) Data Protection Act 1988 – two from three (explain):

(i) Rights of Data Subjects include:
   • Access to information
   • Inaccurate information
   • Direct marketing list
   • Court and compensation
   • Type and purpose of information.

(ii) Obligations of Data Controllers include:
   • Data obtained and processed fairly
   • Data accurate and up to date
   • Data kept for specified and lawful purposes
   • Data kept safe and secure
   • Keep a register of data kept
   • On request, supply copy of data kept.

(iii) Functions of the Data Protection Commissioner include:
   • Responsible for supervising and monitoring the operation of the Act
   • Keep a register of data controllers and data processors
   • Use ‘enforcement notices’ to deal with people who breach the Act
   • Use ‘prohibition notices’ to stop data being transferred outside the state
   • Issue ‘information notices’ which force data controllers to provide information when requested
   • Report to the houses of the Oireachtas annually.

2006 Paper > Section 1 > Question 2

2. Outline two functions of the Director of Consumer Affairs:

   (i) 

   (ii) 

2. Director of Consumer Affairs (Two functions – outline)
   The functions of the Director of Consumer Affairs include the following:
   - To view advertisements in general to ensure compliance with the law
   - To examine particular advertising practices
   - To request advertisers to cease advertising
   - To request that an advertisement be altered
   - To receive and investigate complaints
   - To prosecute offenders in court
   - To monitor other legislation and EU consumer directives
   - To encourage and promote the use of codes of good practice, e.g. the Code of Advertising Standards for Ireland
   - To publish an annual report.