
Chapter 2

Resolving Conflict in the Marketplace

Higher Level

Past Exam notes (For this chapter)

WHAT ARE THE ELEMENTS OF A LEGALLY BINDING CONTRACT?

Contract

Def This is a legally binding agreement between two or more people that is enforced in a court of law. This means that if a contract is broken the court can order them to complete the contract or else pay compensation.

Law of Contract

Def This set out the rule for providing a contract and when it is terminated (Finished)

Past Exam Questions

2021 Q1 A
2019 Q1 A
2014 (ABQ)
2013 Q1 C
2010 Q1 C

There are 8 elements that you need to know for the law of contract. These are -

1. Offer

1. This is when one person agrees to buy something from another person. It can be done verbally, in writing or by conduct.
2. It shows the willingness of the person making the offer to enter into an agreement underspecific terms.
3. An offer must be accepted as it is with no changes to the original off - if there are changes it is called a counteroffer and this can be accepted or rejected.
4. An offer can be terminated if it is 1. Revoked - withdrawn before the other party accepts it, 2. Not accepted on time or 3. Rejected by the other party.

2. Acceptance

1. This means that the other party **agrees to all the terms of the original offer without any conditions** or added on items. The acceptance must be clear and complete.
2. An acceptance can be communicated in 3 ways - 1. Verbally, 2. In Writing and 3. By conduct

NOTE - Agreement is when there is an offer and acceptance. There must be a clear complete and unconditional offer and an acceptance of that offer by another party.

TIP - If this question comes up in the exam - use Agreement as your statement and then explain with using offer and acceptance as your explanations. For higher level I would advise to not use offer and acceptance as two of your points

3. Consideration

This is when each part of the contract gives something of **value** to the other person. It is what each party offers to the other as evidence of their agreement. For example, if you buy a pair of jeans, you get the jeans, and the shop gets the money.

4. Intention to contract

This means that both parties entering into the contract must agree to create a legally binding contract that could be held up in court. All business contracts have intention to contract but social contracts don't. For example, if you agree to meet your friend at the shop at 7 pm and they don't show up you can't take them to court.

5. Consent to Contract

This means that each party must enter into the contract of their own free will. Consent must be voluntary and honest. This may not occur if -

1. you have been pressurized against your will to enter into the contract.
2. If you have been given false information to agree to the contract or
3. If a genuine mistake can be showed to have happened

6. Capacity to contract

This means that the people agreeing to the contract must have the legal right to do so. For example, the following do not have the legal right to enter into a contract.

- a) Anyone under 18 except for items they would buy at that age
- b) People who are intoxicated, insane or of unsound mind.
- c) If a company is acting Ultra Vires - This is when a company is trading outside their Memorandum of Association. This is what the company was set up to do. If they are selling cars and decide to sell tractors instead they would be trading Ultra Vires

7. Legality of Form

Legality of form means that certain contracts must be drawn up in writing before they can become legally binding. Examples would include Hire purchase agreements, Insurance Policies.

8. Legality of Purpose

This means that for a contract to be legally binding it must be for legal purposes and not breaking the law. The contract must be in full compliance with all law

HOW TO TERMINATE A CONTRACT

Termination of a contract

^{Def} This means that the contract is no longer legally binding and enforced by the law or courts.

There are four ways of terminating a contract and they include the following

1. Performance

This is when all parties to the contract have completed and carried out their duties as set out in the contract. They have fulfilled all their obligations as agreed.

Example - A builder said they would build an extension for €20,000. You pay them €20,000 and they build the extension the way you agreed.

2. Agreement

Both parties to the contract agree to end a contract by mutual consent whether the purpose of the contract has been achieved.

Example - The builder is finding it hard to get to build your extension and you both agree to terminate the contract and you to find a new builder.

3. Frustration

This is when something unforeseen occurs and prevents the contract from being completed.

Something happens that makes impossible for the contract to be completed. This could include fire, death or bankruptcy.

Example - A builder employed to build an extension goes bankrupt

4. Breach of Contract

This is when one of the parties to the contract breaks a condition. And does not perform their side of the contract. A condition is an important/essential element of a contract. One of the parties doesn't do what they said they would do in the contract. The other party has a right to take them to court and is entitled to compensation.

Example, the builder agrees to build an extension but only half builds it

Past Exam Questions

2023 Q4 A (deferred)

2021 Q4 C

2018 Q1 A

2016 Q1 B

2012 Q1 B

WHAT ARE THE REMEDIES FOR BREACH OF CONTRACT?

If a condition is broken, and a breach of contract has occurred one of the parties are entitled to one of the following three

Past Exam Questions
2022 Q4 C

1. Rescind (Cancel) the Contract

This means that if a condition is broken the other party is entitled to cancel the contract or refuse to do what they said they would do.

For example, you ordered a red car, and they deliver a blue one you.

2. Sue for financial compensation

This means that you can sue for any losses that you incur. This can be done by hiring a solicitor. If a warranty is broken the contract can still be fulfilled but at greater expense and inconvenience. Compensation can be sought for breaches of warranty, but the contract can't be rescinded.

Past Exam Questions
2015 Q1 B

3. Seek Specific performance.

This is a remedy for a breach of contract. This means getting the court to order the other party to keep their side of the agreement.

For Example - for the sale or lease of land, for the sale of a unique item such as a work of art or completion of construction to a property or an extension to a property

Cooling off Period

This is where you can cancel the contract without any financial reprimand. You have the right to a cooling-off period of 14 days if you buy something from a distance,

For example: • Online (web shop or online selling platform) • Telephone • Door-to-door selling with a value of €50 or more. The cooling off period ends 14 days after you receive the goods or service. For doorstep sales, you have 30 days from when the contract was agreed to cancel.

WHAT LEGISLATION PROTECTS CONSUMERS RIGHTS

Caveat emptor

^{Def} This means 'Let the buyer beware'. When you are purchases items, a consumer must use common sense - if it is too good to be true. If you take your case to court and you haven't followed this rule your case may fail probable is. There are two piece of legislation that protect a consumer.,

These include -

1. Sale of Goods and Supply of Services Act 1980
2. The Consumer Protection Act 2007

WHAT IS THE SALE OF GOODS AND SUPPLY OF SERVICE ACT 1980?

This act sets out 3 things -

- 1) The legal right of consumers
- 2) The legal responsibilities of retailers
- 3) Legal duties of service providers
- 4) The legal remedies

Past Exam Questions
 2023 Q1 B (Deferred)
 2020 Q1 B
 2017 Q1 C
 2014 Q1 C
 2011 Q1 B

The only place where this act doesn't apply is the purchase of private second-hand cars and buying something from a friend or private individuals.

1. The Legal right of consumers

a) Merchantable Quality.

Goods should be of a **reasonable standard/quality taking into account what they are supposed to do, their durability and their price**. The mobile phone is a high price commodity, therefore should be of a high standard. 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.

For Example - A €50 pen versus a €1 pen.

b) *Good must be fit for purpose.*

This means that the goods must be able to do what they are supposed to do and what they were designed for. They must be fit for the particular purpose for which the buyer intends to use them). It must do exactly what it says on the tin.

For example - if a product is to toast bread, then it must toast bread.

c) *Good must be as described.*

This means that you can't be misled into buying something by the description of goods or services given orally by a salesperson or an advertisement. If a salesperson sells you something, they must give you the product they were talking about.

d) *Legal ownership and quite possession.*

This means that the person who is selling the product or service must own the product. They must have legal ownership. As a result, the buyer will own the product when they buy it and use it as they want. This is quite possession.

2. The Responsibilities of Retailers

- a) *Defect in the product* - Retailers are responsible for fixing any problem with the product and not the manufacturers. This because you have the contract with the business and not the manufacturer
- b) *Respect consumer rights* - Retailer must respect the right of the consumer that were mentioned above.
- c) They must deal with complaints even if they relate to a faulty good.
- d) *Illegal Signs* - Sign that are displayed limiting the consumer right are not allowed. These signs include Credit notes only, goods are not exchanged.

3. Legal Duties of Service Providers

1. Services must be provided with due care and attention - the service provider must supply the service in a timely manner and ensure all parts of the service are carried out completely.
Example: A barber must give their customer their full attention while they are cutting their customers' hair.
2. The service provider must have the necessary qualifications - the person providing the service must have completed all necessary training and received qualifications to provide the service.
Example: Barber must be fully qualified in order to provide and charge for the service provided
3. All materials used in the provision of the service must be of merchantable quality - the

equipment and materials used while providing the service must be of high standard given the price paid for the service. Example: The scissors used by the barber must not be blunt or broken

Additional Rights

1. Signs limiting consumer rights.

Signs such as 'Credit Notes Only', 'No Cash Refunds', 'No exchange' are prohibited under the Sale of Goods & Supply of Services Act. These signs are illegal and do not affect your statutory consumer rights. A credit note is not a refund as it restricts you to shopping in that shop. It is an offence for the retailer to display signs that give the consumer the impression that they have no legal rights.

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. The consumer can choose to have the goods fixed by the manufacturer or they can insist that the retailer deals with the complaint. The contract is between the seller and the buyer.

3. Services

When a consumer buys a service; 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.

4. Unsolicited Goods

These are goods that are sent to someone without having ordered them. The consumer has the right to keep the goods without payment after thirty days if the consumer has sent written notice to the sender and informed them where they can be collected. They have 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.

It is important to note that the consumers have not right to redress if 1. They cause the fault, and 2. They change their mind.

4. Remedies

The remedies if to a consumer if a fault occurs included the following -

- a. Repair - To get the fault fixed by the business. The consumer also has the right to a full refund if the repair is not satisfactory.
- b. Replacement - If the fault is more serious, then the consumer is entitled to get a new product.
- c. Refund - If the goods are not of merchantable quality, as described, fit for purpose, or as described the consumer is entitled to a full refund not just repair or replacement.

WHAT IS THE CONSUMER PROTECTION ACT 2007?

This law protects consumers from unfair business to consumer practices. These practices included Unfair, misleading or aggressive towards consumers. This act is only for business-to-business practice and not Business to business.

Past Exam Questions
2022 Q4 A

1. *Prohibits false description* - Goods must not be sold with a false description. This applies to shop notice, claims made by a salesperson or an advertisement.
2. *Prohibits False Prices* - It is illegal to give false misleading information about the past present or future price of a product. Goods must be the same price on the product for 28 consecutive days before it can be reduced.
3. *Prohibits false or misleading advertising* - 1-hour photos when it takes 24 hours.
4. *Prohibits aggressive practices* - It prohibits business from using aggressive practices such as harassing, taking advantage of putting the consumer under pressure to buy a product or service.
5. *Enforcement* - This legislation is enforced by the CCPC (Consumer and Competition Protection Commission)
6. *Code of Practice* - Helps draw up code of practice for businesses.

the provisions of the Consumer Protection Act 2007, with reference to

1. Price display regulations.
2. Providing misleading, false or inaccurate information.
3. Enforcement of the act.

1. Price display regulations.

The Act provides that prices of certain products must be displayed inclusive of charges, fees and taxes. The Consumer Protection Act 2007 gives the Minister for Enterprise, Trade and Employment the power to make Regulations around how prices are displayed.

For example, they could require that prices of certain products must be displayed inclusive of charges, fees and taxes.

2. Providing misleading, false or inaccurate information.

The Act protects consumers from misleading, aggressive or prohibited practices. A misleading practice involves providing false, misleading and deceptive information. Misleading practices are banned if they would be likely to impair the average consumer's ability to make an informed choice in relation to a product and would cause the average consumer to make a decision about a transaction that they would not otherwise make.

The Act prohibits traders from engaging in aggressive practices such as harassment, coercion, or exercising undue influence. Examples of harassment are pressurising, intimidating and taking advantage of vulnerable consumers.

3. Enforcement of the act.

The Consumer Protection Act 2007 allows the CCPC to take enforcement action against a trader who fails to comply with consumer law. CCPC may accept a written agreement from the trader containing whatever terms and conditions the CCPC thinks are appropriate.

Consumer and Competition Protection commission

1. Informs the consumer.

The CCPC provides consumers with information about their rights in relation to the purchase of goods and services, as well as financial services. They provide a website, a helpline, social media site and engage in radio and television advertising. They also produce a newsletter through a subscription service on their website.

Past Exam Questions
2021 Q1 A
2016 Q1 C

2. Enforces consumer law.

The CCPC is the statutory body responsible for enforcing all consumer laws. If a trader doesn't comply then the CCPC may look for an injunction or a prohibition order against the trader. The CCPC may serve a compliance notice on a trader where it considers they have engaged in a prohibited activity. A compliance notice is a written notice telling the trader to

fix the breach of consumer legislation. The trader has 14 days to appeal the notice. If the trader fails to comply, the CCPC may take criminal proceedings.

The CCPC can give on-the-spot penalties for offences relating to the display of prices. Penalty is a fine of €300 to be paid within 28 days. If a trader fails to pay, the CCPC may take criminal proceedings.

3. Advise the Government

The CCPC advises the Government on consumer issues and recommends where consumers may need extra protection via legislation.

4. Conduct Research

The CCPC engages in research into consumer behaviour. They do this in order to advise consumers on how they can change their habits and save money or receive better value for money, e.g. switching electricity suppliers.

5. Educate consumers:

The CCPC website has many tools for consumers to use to make more informed decisions. These include financial calculators, cost comparisons for various financial services, interactive quizzes.

6. Monitors Mergers & Acquisitions

To ensure fair competition in the market for consumers, the CCPC monitors all mergers and acquisition in Ireland. This is to ensure that there are no dominant businesses in particular markets.

7. The CCPC is also required to keep and publish a Consumer Protection List.

The Consumer Protection List is a list of traders who have been: Convicted of criminal offences Subject to court orders Bound by an undertaking Served with a compliance notice Subject to a fixed payment notice The CCPC may apply to the courts for an order requiring a trader who has been convicted of a number of specified offences to publish, at their expense, a corrective statement about the offence.

HOW CAN CONSUMER COMPLAINTS BE RESOLVED IN A NON-LEGISLATIVE MANNER

Conflict can be resolved in two ways.

1. Non-Legislative (Without Laws)
2. Legislative (Using Legislation)

1. Non-Legislative

Conflict can be resolved in 3 ways using a non-legislative manner -

1. Meet and Negotiate

The consumer can return to the shop and try to talk with the manager and resolve the problem. You should speak in a polite manner and will need to bring proof of purchase and the faulty goods. You should also know your legal right under the relevant legislation and what remedies you are entitled to.

2. Write a letter of complaint.

If there is no resolution after talking with the manager you should write a letter of complaint. You should give a letter to the manager and to the head office. This may be useful if a third party is brought in to resolve the conflict. Your letter and the business response will show the third party that you have tried to resolve the conflict.

3. Independent Third-party Intervention

This is usually provided by the Consumer Association of Ireland (CAI). This organisation is funded by consumer choice magazine. They report on consumer rights in Ireland. They highlight issues facing consumers and lobby the government to seek improvement in consumer protection.

2. Legislative

1. Consumer and Competition Protection Commission

See above for the CCPC functions.

2. The Office of the Ombudsman

They only investigate complaints when each party has tried to resolve but it is unsuccessful. They listen to both sides and issue

Past Exam Questions
2022 Q4 B (i)

recommendations which are not legally binding. They are appointed by the president and make annual reports to the Oireachtas

1. Types of claims.

The Ombudsman can investigate a complaint if you believe that a public service body has given you the wrong information or your complaint has not been dealt with properly.

2. Last Resort

The Ombudsman will only investigate a claim if all other procedural routes have been exhausted.

3. Types of investigation

They can also investigate a decision that you believe to be unfair, has been delayed or where the reason for the decision has not been properly explained to you.

4. Agencies not in its remit

There are certain complaints that the Ombudsman cannot examine. They include complaints about:

- Clinical judgements of doctors or other medical professionals
- Job applications
- How prisons are run
- The Office of the Ombudsman cannot examine a complaint if you have already started legal proceedings against a public body for the same complaint.

5. Preliminary Investigation

If the Ombudsman can take your case on they will begin a preliminary investigation and ask the public service body to provide relevant information. You may also be informally interviewed at this stage.

6. Formal Investigation

In a formal investigation, the Ombudsman will draft a statement of complaint in consultation with you. The investigation will be carried out in private and usually in writing. The Ombudsman may demand any information, files or documents to help him or her carry

out the investigation. At the end of the investigation process, the Ombudsman must inform you of the decision.

Small Claims Court

This is when a consumer has a conflict with a business and is finding it difficult to resolve the problem, they can take a case to the Small Claims court. The small claim court has the following features.

Past Exam Questions

2022 Q4 B (ii)

2019 Q1 C

Inexpensive

The application fee is €25 which you send along with your application form to a district court clerk, called the Small Claims Registrar. The fee is non-refundable, and it is an online application system.

Limited Compensation

You can only use the Small Claims procedure if your claim is for €2,000 or less.

No Solicitor

There is no solicitor required as the person can represent themselves. This limits the legal costs and is convenient.

Convenience/Speed

The retailer/service provider is given two weeks to respond to the case, otherwise a court date is set in the District Court.

Impartial/Appeals

The case is heard by an impartial judge who makes a decision on the claim. The decision may be appealed to the Circuit Court if either party are not happy with the judgement. Access to online Small Claims Procedure.

Certain types of cases

The small claims procedure doesn't deal with debts, personal injuries or breaches of leasing agreements. It also does not deal with most claims about private rental properties.

Chapter 2

Resolving Conflict in the Marketplace

Higher Level

Past Exam Questions (For this chapter)

SHORT QUESTION**2017 Short Question**

Column 1 is a list of business terms. Column 2 is a list of explanations for these terms (one explanation does not refer to any of the terms)

Column 1 - Terms	Column 2 - Explanations
1. Stakeholders	A. A party acting beyond its legal powers
2. Ultra Vires	B. A quick, inexpensive way for dealing with consumer complaints
3. Lobbying	C. The manner in which a contract is drawn up
4. Legality of form	D. A party that can affect or be affected by business decisions
5. Labour Court	E. Using an organised campaign to influence a decision maker
	F. Established Joint Labour Committee

1	2	3	4	5

2018 - Short Question 1

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

- (i) R _____, replacement and repairs are form of redress available to a consumer under the Sale of goods and Supply of Services Act1980
- (ii) The _____ provides a solution to consumer conflicts and can award compensation up to €2000
- (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 state that providers of services will supply a service with _____

2012 - Short Questions 2

Column 1 is a list of business terms. Column 2 is a list of explanations for these terms (one explanation does not refer to any of the terms)

Column 1 - Terms	Column 2 - Explanations
1. Stakeholders	A. A party acting beyond its legal powers
2. Ultra Vires	B. A quick, inexpensive way for dealing with consumer complaints
3. Lobbying	C. The manner in which a contract is drawn up
4. Legality of form	D. A party that can affect or be affected by business decisions
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1	2	3	4	5

LONG QUESTIONS

2023 - Question 1 (Deferred Paper)

Illustrate using examples the legal duties of service providers as set out in the sales of goods and supply of services act 1980 (15)

Woman unfairly dismissed receives €6,900 in compensation Adapted from rte.

2023 - Question 4 (Deferred Paper)

Read the information supplied and answer the questions which follow

Manchester United terminates contract with Cristiano Ronaldo with immediate effect
Adapted from rte.ie

(A) Illustrate using examples the methods of terminating a legal contract (20)

2022 - Question 4

Read the information supplied and answer the questions which follow.

The EU Directive on Unfair Commercial Practices became law in Ireland through the Consumer Protection Act 2007. Under the Act, a range of unfair, misleading, and aggressive trading practices are prohibited.

(A) Explain the provisions of the Consumer Protection Act 2007, with reference to the following:

1. Price display regulations.
2. Providing misleading, false or inaccurate information.
3. Enforcement of the act. (20)

Consumers are protected when dealing with retailers and when using public services.

(B) (i) Outline the role of The Office of the Ombudsman.
(ii) Describe two features of the Small Claims Procedure/Small Claims Court. (20)

Breach of Contract occurs when one party in a legally binding contract does not honor/fulfil their part of the legal agreement.

- (C) Outline three remedies for Breach of Contract. (20)

2021 - Question 1

- (A) Explain using examples where appropriate three essential elements of a valid contract (20)

Read the information supplied and answer the question which follows

Lousie and Cormac wanted to buy their first home. They visited the CCPC website for advice. They placed a bid on a house they liked, which was accepted. They signed their mortgage contract in their solicitor's office and received the keys to their new property.

2021 - Question 4

- (B) Describe a co-operative relationship and a competitive relationship between two producers in the same line of business. Use appropriate examples to support your answer (20)

2021 - Question 4

- (C) Read the information supplied and answer the question which follows

Premier league soccer player Jack Wilshere and his club West Ham Utd agree ' mutual termination of midfielders contract

Adapted from the Irish independent

- (i) Explain the method of termination a legal contract as referred to in this case study
(ii) Outline other methods for terminating a legal contract Provide an example in each case (20)

2021 - Question 1

- (A) Explain using example where appropriate three essential elements of a valid contract. (20)
- (B) Evaluate the role of the Competition and consumer Protection commission (CCPC) (20)

2020 - Question 1

- (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:
- | | | |
|--------------------------------|-----------------------|------|
| Services | Guarantees | |
| Signs limiting consumer rights | Merchantable Quality. | (20) |

2019 - Question 1

- (A) 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 | (20) |
- (C) Evaluate the Small Claims Procedure for resolving conflict. (15)

2018 - Question 1

- (A) 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, providing an example in each case. (25)

2017 - Question 1

- (A) Evaluate negotiation, conciliation and arbitration as methods to resolve industrial conflict in the workplace. (20)
- (B) 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. (20)

2016 - Question 1

- (B) 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. (20)
- (C) 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 carmanufacturer Volkswagen.

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

2015 - Question 1

- (A) Illustrate your understanding of the term 'Specific Performance' in relation to contract law. (10)

2014 - Question 1

- (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)

ABQ - Question

'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.

(30)

2013 - Question 1

- (B) Illustrate your understanding of the following terms in relation to a valid contract:
Agreement; Legality of form; Consideration. (20)

2012 - Question 1

- (B) legal contract can be terminated by breach, frustration or agreement. Illustrate your understanding of the underlined terms. (20)

2011 - Question 1

- (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)

2011 - Question 1

(A) In relation to the Law of Contract, illustrate your understanding of Capacity to Contract

(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)

