

Design & Technology

Consumer rights legislation

Materials required for questions

- Pencil
- Rubber
- Calculator

Instructions

- Use black ink or ball-point pen
- Try answer all questions
- Use the space provided to answer questions
- Calculators can be used if necessary
- For the multiple choice questions, circle your answer

Advice

- Marks for each question are in brackets
- Read each question fully
- Try to answer every question
- Don't spend too much time on one question

Good luck!

Q1. Which of the following is not one of the principles of the Consumer Rights Act (2015)?

- A** The product must be as described
- B** The product must be of satisfactory quality
- C** The product should be well priced

Q2. Which of the following is an example of an increase in staff wage costs due to consumer legislation?

- A** Additional health and safety equipment required for new staff
- B** Additional payments made to staff pension schemes
- C** Additional staff required to carry out quality control tests on a new product

Q3. Which of the following describes a situation where a business is not complying with the Consumer Rights Act (2015)?

- A** A showerproof coat is sold for a lower price than a waterproof coat
- B** A waterproof mascara smudges when worn in the rain
- C** A tent described as being waterproof does not let any water in

Q4. Which of the following is a reason for a business to comply with consumer legislation?

- A** It will be less likely to receive returned goods and complaints from customers
- B** It will be less likely to gain a good reputation
- C** It will be more likely to face legal proceedings

Q5. Explain the consumer rights act (2015) **(4 marks)**

Q6. Explain the Sales of Goods Act (1979) **(3 marks)**

Q7. State **two** requirements of the Consumer Rights Act 2015 that relate to the purchase of products **(2 marks)**

[illegible]

Answers

Q1. C

Q2. C

Q3. B

Q4. A

Q5.

- Designed to ensure that all products must be of a satisfactory quality, that they are fit for purpose and as described by the retailer
- The legislation applies to all products including those that are provided digitally such as download software or are web based
- The legislation protects the consumer by requiring goods to be in full working order when bought, although the expected standard of the product is often linked to the price paid
- Products should be suitable for their intended use (waterproof jacket being waterproof)
- The legislation also allows consumers to have products repaired/replaced if they fail to meet the above criteria
- Some of these rights extend for the first 6 months of ownership

Q6.

- This has largely been replaced by the Consumer Rights Act (2015), however it still applies to any goods bought before 2015
- Goods need to be as described, of satisfactory quality, and be fit for purpose
- Products must be suitable for everyday use, but also, for example, if a customer asks for a specific power supply for his laptop and this is agreed with the seller, then it must be suitable

The goods must be:

- As described
- Of satisfactory quality
- Fit for purpose

Q7.

- Products must take account of the description of the goods/do what it says it will do (1)
- Products must meet a specified standard (1)
- The price of the products must be appropriate/relevant (1)

Q8.

- Consumer rights act
- Sale of goods act
- Goods should be fit for purpose including any specific purpose made known to the retailer at the time of purchase
- Goods should be what a reasonable person would consider to be satisfactory quality for the goods in question i.e higher expectations of luxury/high end products
- Goods should be as described, or as any sample shown at the time of purchase
- Does not apply if the buyer was aware of the defects at the time of purchase
- Consumer has rights/can claim against the retailer
- Remedies under the act include return and refund, repair, and replacement
- Defects are assumed to be present at the time of purchase if notified within six months
- Right to reject goods for a refund within 30 days if the criteria is not met
- After 30 days the retailer has the choice of repair or refund
- Defects are assumed to be present at the time of purchase if notified within six months unless proved otherwise by the retailer
- Can make a claim within the first six years
- Special rules apply to digital content
- Also covers delivery rights services and unfair contract terms