

# **Unit 1 Chapter 2**

## **LC BUSINESS 2025**

**Trends, Priorities and  
Revision Qs for the  
2025 Exam.**

**THESE QUESTIONS ARE **MUST**  
**KNOWS** NOT ALL YOU MUST  
KNOW**

**GAVIN DUFFY**

## Recent Trends And Likely Topics

Chapter Number	Chapter 2			
Chapter Name	Consumer Conflict			
2025 Must knows	SOGSSA - Provisions, Service providers, redress for faults	CPA - similar Q to 2022		Ombudsman Short?
Chp Topics	SOGSSA	CPA	CCPC	Small Claims/Omb
2024			Q4 (C) Evaluate the CCPC (20)	Q1 (B) Small Claims Procedure features; one way to improve it (20)
2023	Q1 (C) (i) Three provision of the SOGSSA, (II) 'right to cancel' (20)			
2022		Q4 (A) CPA price displays, misleading info, enforcement		Q4 (B) Ombudsman, Small Claims
2021			Q1 (B) Evaluate CCPC (20)	
2020	Q1 (B) SOGSSA 1980 consumer rights (20)			
2019	ABQ (C) SOGSSA 1980 Service provider, provisions (30)			Q1 (C) Small Claims Procedure (15)
2018	Short Q1 Fill in the blanks, SOGSSA			
2017	Q1 (C) Three provision of the SOGSSA, link to goods (Samsung) (20)			
2016			Q1 (C) Evaluate functions of the CCPC (20)	
2015				
2014	Q1 (C) SOGSSA 1980 - Terms			
2013			SQ 2 NCA (now the CCPC) Functions	Q1 (B) Small Claims Court (10 out of 20)
2012			Q1 (C) Role of NCA (CCPC) (20)	
2011	Q1 (B) SOGSSA 1980 rights, two forms of redress (30)			
2010				Q1 (B) Evaluate Small Claims Court/ Ombudsman (20)
2009				
2008	Q1 (B) Retailer Breaches of SGSS, remedies (25)			
2007	Q1 (B) Provisions of SGSS + Evaluate (30)			

## KEYWORDS CHAPTER 2 – CONSUMER CONFLICT #QUICKLIST

## Sale of Goods and Supply of Services Act 1980

<b>Provision for Goods</b>	Merchantable Quality – Reasonable durability/standard for price Fit for Purpose – Should perform it's intended function Conform to Sample – Should match example used to sell it As Described – Should match on advertisement/description used
<b>Provisions for Services</b>	Necessary skill – Qualified provider Due Care – Service is not rushed/poorly delivered Merchantable Quality – all tools used / goods given with service
<b>Guarantees</b>	Additional protection given to the consumer on top of legal rights Must state what is covered by it and time frame of it
<b>Signs limiting consumer rights</b>	'NO REFUNDS' is illegal – can't display a sign reducing legal rights
<b>Unsolicited Goods</b>	Goods sent to a person without them ordering them Can keep after 6 months if uncollected / haven't stopped collection
<b>Retailer is Responsible</b>	Retailer, not the manufacturer, is responsible to the consumer
<b>Redress available</b>	Refund – cash refund for complaining promptly Repair – Retailer has product fixed Replacement – New or similar model given
<b>Right to cancel</b>	When a good is purchased from a distance (online, door-to-door, phone) you have a 14 day cooling-off period. You are entitled to return it for a refund within this period.

## The Consumer Protection Act 2007

<b>A Business Can't Make A False Claim About Their Product</b>	Can't sell counterfeit items as real items; lie about origin; lie about an award received; lie about previous usage
<b>A Business Can't Use Misleading Advertising For The Product</b>	When advertising, it should be clear what the use is / what can be expected from the product; can't mislead by comparing not like for like products
<b>Advertising of Prices</b>	Truthful about actual price, previous price and recommended retail price when comparing to current selling price
<b>Price Displays</b>	Must price all goods for sale, some items must be shown per kg
<b>Aggressive Selling Practices</b>	Prohibits harassment, coercion, or exercising undue influence to get someone to buy something
<b>Pyramid Schemes</b>	Bans schemes where people buy in at a level and recruit more people to buy in below them in order to profit
<b>Price Controls</b>	Government can impose maximum price on certain goods in an emergency situation

**CCPC - Competition and Consumer Protection Commission (Functions)**

<b>Informing the Consumer</b>	Provide information on ccpc.ie and it's social media accounts
<b>Enforcing Consumer Law</b>	Issue compliance notices & spot fines, use "name and shame"
<b>Conducting research into Consumer Issues</b>	Research consumer behaviour and outcomes to help consumers realise possible savings/improvements available
<b>Educating The Consumer to make informed choices</b>	Financial calculators, mortgage comparisons on website
<b>Advising the Government</b>	Highlight issues facing consumers and suggest law changes
<b>Protecting Consumers From Firms Dominating a Market</b>	Monitor potential mergers & acquisitions, reduce likelihood of monopolies that prevent fair competition

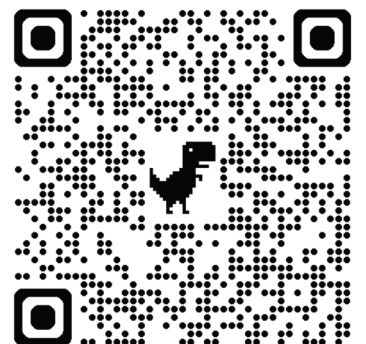
**Small Claims Court / Small Claims Procedure**

<b>Types of claims</b>	faulty goods, bad workmanship or damages to property
<b>Compensation</b>	can award compensation to a maximum of €2000
<b>Affordable/Accessible</b>	It costs €25
<b>Convenience</b>	Don't need to hire a solicitor; online application system
<b>Speed</b>	retailer given 2 weeks to respond or District Court hearing set

**Ombudsman for Public Services**

<b>Types of claims</b>	If a public service body given you wrong information or your complaint hasn't been dealt with properly
<b>Last resort</b>	will only investigate complaints if the person has tried to resolve the problem themselves first
<b>Investigations</b>	Preliminary – informal interview, gather information Formal – In private/in writing, demand files, documents, formal interview to aid investigation.

Scan the QR code to use Quizlet flashcards that I've created on this chapter



## KEYWORDS CHAPTER 2 – CONSUMER CONFLICT #QUICKLIST

## Sale of Goods and Supply of Services Act 1980

Provision for Goods	
Provisions for Services	
Guarantees	
Signs limiting consumer rights	
Unsolicited Goods	
Retailer is Responsible	
Redress available	R R R
Right to cancel	

## The Consumer Protection Act 2007

A Business Can't Make A False Claim/False advertising About Their Product	
Advertising of Prices	
Price Displays	
Aggressive Selling Practices	
Pyramid Schemes	
Price Controls	

**CCPC - Competition and Consumer Protection Commission (Functions)**


**Small Claims Court / Small Claims Procedure**

<b>Types of claims</b>	
<b>Compensation</b>	
<b>Affordable/Accessible</b>	
<b>Convenience</b>	
<b>Speed</b>	

**Ombudsman for Public Services**

<b>Types of claims Ombudsman hears:</b>	
<b>When they would get involved:</b>	
<b>How they Investigate:</b>	

## 2014 Paper HL

- (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)

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## 2014 Marking Scheme

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

**Merchantable Quality**

The consumer is entitled to goods which are of merchantable quality – they should be of reasonable standard/quality taking into account 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.

**Guarantees**

Guarantees are seen as 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.

**Signs limiting consumer rights**

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 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.

**Unsolicited Goods**

These are goods that are sent to someone without having received an order. 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 him where they can be collected. 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.



**(B)** Illustrate, using examples, the legal duties of service providers as set out in the Sale of Goods and Supply of Services Act 1980. (15)

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## 2023 DP Q1 (B) Marking Scheme

1B	<p><b>Illustrate, using examples, the legal duties of service providers as set out in the Sale of Goods and Supply of Services Act 1980.</b></p> <p>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.</p> <p>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.</p> <p>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.</p>	<p><b>15m</b></p> <p>3 x 5m (2+3)</p> <p>Example required</p>
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## LC SCRIPT

This question came up on the deferred paper in 2023 and also the 2019 paper which I have my script for to show you the suggested layout for the answer – you just won't need to give the ABQ quotes as it won't be on your ABQ!

**2019 ABQ (C)** Do you think Oatfield Lodge, as a service provider, has complied with the terms of the Sale of Goods and Supply of Services Act 1980?  
 Explain your answer, using your knowledge of the law and referring to the text of the ABQ  
 MS: No 3 marks; 3@9 (3+3+3) Point of law, Explanation, Link

(c)	NO.	3	3
	She must provide a service <sup>using</sup> <del>any</del> someone with the necessary skills/qualifications for it.	3	3
	A flight on a plane should be provided by a qualified pilot.		3
	"Emma had employed a local college student with an interest in photography, rather than a professional photographer to take the photographs"	+3	3
	A service should be carried out with appropriate care and diligence.	3	3
	A barber should be careful not to harm someone with their scissors when giving a haircut.		3
	"The menus were rushed, and the incorrect date was printed on them"	+3	3
	Any tools used or goods provided with the service should be of merchantable quality.	3	3
	A barber <del>shouldn't</del> try to cut your hair using a rusty scissors.		3
	"The couple complained that the flowers used to decorate the venue were not fresh"	+3	3

## 2023 Q1 (B) (ii)

The Consumer Rights Directive and EU regulations enhanced consumer rights in Ireland.  
EU regulations now clarify '*Your right to cancel*'. Adapted from [commission.europa.eu](https://commission.europa.eu)

(ii) Explain the 'right to cancel' (cooling off period) for consumers in Ireland. (20)

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## 2011 Q1 (B) (ii)

(ii) Illustrate two forms of redress available to consumers for breach of the Act. (30)

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E.g.

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E.g.

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## 2023 Q1 (B) (ii) Marking Scheme

Question		Possible Responses	Max. Mark
(B)	(ii)	<p><b>Explain the 'right to cancel' for consumers in Ireland.</b></p> <p>You have the right to a cooling-off period of 14 days if you buy something from a distance, for example:</p> <ul style="list-style-type: none"> <li>• Online (web shop or online selling platform)</li> <li>• Telephone</li> <li>• Door-to-door selling with a value of €50 or more</li> <li>• Street trade with a value of €50 or more</li> <li>• A sales party or a sales demonstration with a value of €50 or more</li> </ul> <p>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.</p>	2m

## 2011 Q1 (B) (ii) Marking Scheme

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**.

E.g. 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.

E.g. this may happen if the original good like a jacket with a broken zip wasn't fit for purpose or of merchantable quality, and a consumer gives it back and gets an alternative jacket for it to use instead in its place.

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

**(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)

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## 2022 Q4 (A) Marking Scheme

## Question 4

(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)

Question		Possible Responses	Max Mark
4	(A)	<p><b>1. Price display regulations.</b></p> <p><b>Price Display</b></p> <p>The Act provides that prices of certain products must be displayed inclusive of charges, fees and taxes.</p> <p>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.</p> <p>Price controls</p> <p>The Prices Acts 1958 – 1972 gives the Minister for Enterprise, Trade and Employment a range of powers to set maximum prices. The Consumer Protection Act 2007 repeals all of these powers except the power to control prices in emergency situations. It provides that the power to control prices in emergency situations must be exercised by the government and not the Minister.</p> <p><b>2. Providing misleading, false or inaccurate information.</b></p> <p>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.</p> <p>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.</p> <p>A commercial practice is considered 'unfair' if it meets two conditions:</p> <ol style="list-style-type: none"> <li>1. It is misleading (giving false information or leaving out important information) or aggressive (putting pressure on the consumer to buy)</li> <li>2. It is likely to distort a buying decision.</li> </ol>	<p>20</p> <p>(7 + 7 + 6)</p> <p>(4+3)</p> <p>(3+3)</p>

		<p>A commercial practice is misleading if it includes false or inaccurate information about the:</p> <ul style="list-style-type: none"> <li>• Existence or nature of a product</li> <li>• Main characteristics of the product, including its availability at a particular time, place, or at a particular price</li> <li>• Usage and prior history</li> <li>• The price of the product or service, how the price was calculated or the existence and nature of a specific price advantage</li> <li>• The existence, extent or nature of any approval or sponsorship (direct or indirect) of the product by others</li> <li>• Legal rights of a consumer (including when, how or under what circumstances those rights may be exercised)</li> </ul> <p><b>3. Enforcement of the act.</b></p> <p>The Consumer Protection Act 2007 allows the CCPC to take enforcement action against a trader who fails to comply with consumer law.</p> <p>CCPC may accept a written agreement from the trader containing whatever terms and conditions the CCPC thinks are appropriate. If the trader fails to comply, then the CCPC may look for an injunction or a prohibition order against the trader.</p> <p>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.</p> <p>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</p> <p>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:</p> <ul style="list-style-type: none"> <li>Convicted of criminal offences</li> <li>Subject to court orders</li> <li>Bound by an undertaking</li> <li>Served with a compliance notice</li> <li>Subject to a fixed payment notice</li> </ul> <p>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.</p>	
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## LC SCRIPT

2022 Q4 (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.

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

Question	Q 4	Start each question on a new page
Part		
(A)	<p>1. Certain signs need to be displayed in a certain format so consumers can make more informed decisions. ✓.1 Eg. food prices also show a price per kg for easy comparisons between competitors of products of varying sizes. ✓.3</p> <p>2. A firm can't mislead consumers by making false claims about the ingredients, benefits of or origin of a product. ✓.1 Eg. A salmon caught in Scotland can't have an Irish flag displayed on its packaging as it may mislead a consumer by incentivising them to buy the 'Irish' option. ✓.3</p> <p>3. Firms can be fined or ordered to remove or amend claims made about a product. ✓.3 The CPC can also name and shame businesses that breach the provisions of the Act publicly. ✓.3</p>	

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

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## 2022 Q4 (B) Solution

4	(B)	(i)	<p><b>The Office of the Ombudsman.</b></p> <p><b>Types of claim</b> 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.</p> <p><b>Last Resort</b> The Ombudsman will only investigate a claim if all other procedural routes have been exhausted.</p> <p><b>Types of investigation</b> 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.</p> <p><b>Agencies not in its remit</b> There are certain complaints that the Ombudsman cannot examine. They include complaints about:</p> <ul style="list-style-type: none"> <li>• Clinical judgements of doctors or other medical professionals</li> <li>• Job applications</li> <li>• Decisions relating to immigration or naturalisation</li> <li>• How prisons are run</li> <li>• The Office of the Ombudsman cannot examine a complaint if you have already started legal proceedings against a public body for the same complaint.</li> </ul> <p><b>Preliminary Investigation</b> 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.</p> <p><b>Formal Investigation</b> 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</p>	<p>20</p> <p>8m</p> <p>4 + 4</p>
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		<p><b>Outcome of Investigation</b> Depending on the outcome, they may ask the provider to change its decision or offer an explanation and/or compensation.</p> <p><b>Recommendations</b> The Ombudsman can only make recommendations. Their decisions are not legally binding.</p> <p>(ii) <b><u>Small Claims Court:</u></b>  <b>Types of claim</b>  The following types of consumer claims can be dealt with under the small claims procedure:</p> <ul style="list-style-type: none"> <li>• Consumer claims such as for faulty goods or bad workmanship.</li> <li>• You must have bought the goods or service for private use from someone selling them in the course of business.</li> <li>• Claims can also be made for minor damage to your property.</li> <li>• Claims for the non-return of a rent deposit for certain kinds of rented properties, such as, a holiday home or a flat in a premises where the landlord also lives.</li> <li>• Consumer claims cannot be made through the small claims procedure for debts, personal injuries or breach of leasing or hire-purchase agreements.</li> <li>• Businesses can make claims against other businesses in relation to contracts for goods or services purchased. It does not apply to claims in relation to:</li> </ul> <p>Agreements to which the Consumer Credit Act 1995 applies; breaches of leasing agreements, debt or liquidated damages.</p> <p><b><u>Low cost/affordable:</u></b> To apply to the Courts Service a fee of €25 must be paid.</p> <p><b><u>Compensation</u></b> Can award compensation up to the value of €2000.</p> <p><b>The consumer does not have to hire a solicitor.</b> <b>This limits the legal costs and is convenient.</b></p> <p><b><u>Convenience/Speed:</u></b> 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.</p>	<p>12m</p> <p>2 x 6m (3+3)</p>
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