6.10 Consumer Law and Consumer Rights: 10-minute Pack

AQA 8132 · Calculators not allowed · about 10 minutes

Total Marks

Name: _____ Date: ____ / ____ / _____

Answer ALL questions in the spaces provided. Show any working where asked. All scenarios refer to the Consumer Rights Act 2015 as applied in the UK.

1 Which one of the following best describes the Consumer Rights Act 2015 requirement that goods be 'as described' when sold to a UK consumer?

- ☐ A) Goods must match the description given by the seller, including packaging and labelling
- ☐ B) Goods must always be cheaper than competitors
- ☐ C) Goods must be offered with a free extended warranty
- ☐ D) Goods must be sold only to registered businesses

(Total for Question 1 is 1 mark)

---

2 Which one of the following is a statutory remedy under the Consumer Rights Act 2015 for goods that are faulty when supplied to a consumer in the UK?

- ☐ A) Repair
- ☐ B) A change of business ownership
- ☐ C) Automatic free insurance
- ☐ D) Mandatory discount on future purchases

(Total for Question 2 is 1 mark)

© Revision Library | revisionlibrary.co.uk

3 Identify which two consumer rights have been breached in the following UK scenario: Priya buys a kettle online from StreamHome Ltd. The listing says the kettle is stainless steel, but the delivered item is plastic and discolours after one use.

(Total for Question 3 is 2 marks)

---

4 UrbanMobiles sold Kwame a smartphone that cannot connect to the mobile network and is unusable for calls on first day of ownership. Explain why UrbanMobiles must offer Kwame a replacement under the Consumer Rights Act 2015, using the concepts of fitness for purpose and remedies.

(Total for Question 4 is 4 marks)

© Revision Library | revisionlibrary.co.uk

Mark scheme · 6.10 Consumer Law and Consumer Rights: 10-minute Pack

Question 1

A cao	**B1**

Answer: A

Question 2

A cao	**B1**

Answer: A

Question 3

identifies 'as described' has been breached, oe	**B1**
identifies 'satisfactory quality' has been breached, oe	**B1**

Answer: The seller has breached the 'as described' right and the requirement that goods are of satisfactory quality.

Question 4

identifies that goods must be fit for purpose and of satisfactory quality	**B1**
identifies replacement as a statutory remedy where repair is unsuitable or the fault is significant	**B1**
applies to facts, e.g. a phone that cannot make calls is not fit for purpose and is a significant fault on day one	**B1**
links application to outcome, i.e. UrbanMobiles should offer a replacement because the fault means the item cannot perform its basic function	**B1**

Answer: A phone that cannot connect to a network is not fit for purpose and is a significant fault; where an item is unusable the seller should offer replacement (or repair if appropriate), so UrbanMobiles must offer Kwame a replacement to provide him with a working phone.

© Revision Library | revisionlibrary.co.uk