



BUS.IN10 Consumer Law and Consumer Rights

AQA 8132 • Calculators not allowed • about 35 minutes

Total Marks

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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)

- 3** Identify which consumer right has 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** Identify which consumer right has been breached in this UK scenario: Kwame buys a new smartphone from UrbanMobiles. The phone cannot connect to the network and is unusable for calls on first day of ownership.

(Total for Question 4 is 2 marks)

- 5** StreamHome Ltd sold Priya a kettle described as 'stainless steel' but sent a plastic kettle that discolours after one use. Explain why StreamHome Ltd must offer Priya a refund under the Consumer Rights Act 2015, referring to the short-term right and the facts of this case.

(Total for Question 5 is 4 marks)

- 6** 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 6 is 4 marks)

- 7 Analyse the likely consequences for StreamHome Ltd of failing to meet its consumer-law obligations after selling faulty kettles (as in question 5). Consider financial, reputational and legal consequences for the business in your answer.

(Total for Question 7 is 6 marks)

Mark scheme • BUS.IN10 Consumer Law and Consumer Rights

Question 1

- **B1** Acao
- **Answer: A**

Question 2

- **B1** Acao
- **Answer: A**

Question 3

- **B1** identifies 'as described' has been breached, oe
- **B1** identifies 'satisfactory quality' has been breached, oe
- **Answer: The seller has breached the 'as described' right and the requirement that goods are of satisfactory quality.**

Question 4

- **B1** identifies 'fit for purpose' has been breached, oe
- **B1** identifies 'satisfactory quality' has been breached, oe
- **Answer: The phone breaches the 'fit for purpose' requirement and the 'satisfactory quality' requirement.**

Question 5

- **B1** identifies that goods must be as described and of satisfactory quality
- **B1** states the short-term right to reject allows a full refund within 30 days for faulty goods
- **B1** applies to the facts, e.g. kettle is not as described and discolours on first use, so it is faulty
- **B1** links application to outcome, i.e. StreamHome must offer a refund because the consumer can reject faulty goods within the short-term period
- **Answer: Because the kettle was not as described and discoloured on first use it is faulty; under the short-term right to reject (within 30 days) the consumer can get a full refund, so StreamHome Ltd must offer Priya a refund.**

Question 6

- **B1** 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
- **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.**

Question 7

- **Level 1** (1-3): Makes simple statements about possible consequences, with limited or no applied reasoning to StreamHome Ltd.
- **Level 2** (4-6): Provides developed analysis of financial, reputational and legal consequences for StreamHome Ltd, with clear application to the faulty kettle scenario.
- **Indicative content:**
 - Financial costs: refunds, replacements and the cost of collecting faulty kettles reduce revenue and increase costs; if many customers complain the total compensation and logistics costs can be significant.
 - Reputational damage: negative online reviews and social media posts can reduce future sales, making the problem long term and harming customer trust, which may be costly to rebuild through marketing and improved service.
 - Legal and enforcement risks: repeated breaches could result in complaints to trading standards, fines or legal action that add to direct costs and risk further sanctions.
 - Operational disruption: handling returns and investigations uses staff time and may slow normal operations, increasing indirect costs.
 - A balanced judgement might note that a single isolated fault can be managed by offering refunds and replacements quickly to limit damage, while repeated failures amplify financial and reputational consequences and increase the risk of enforcement.