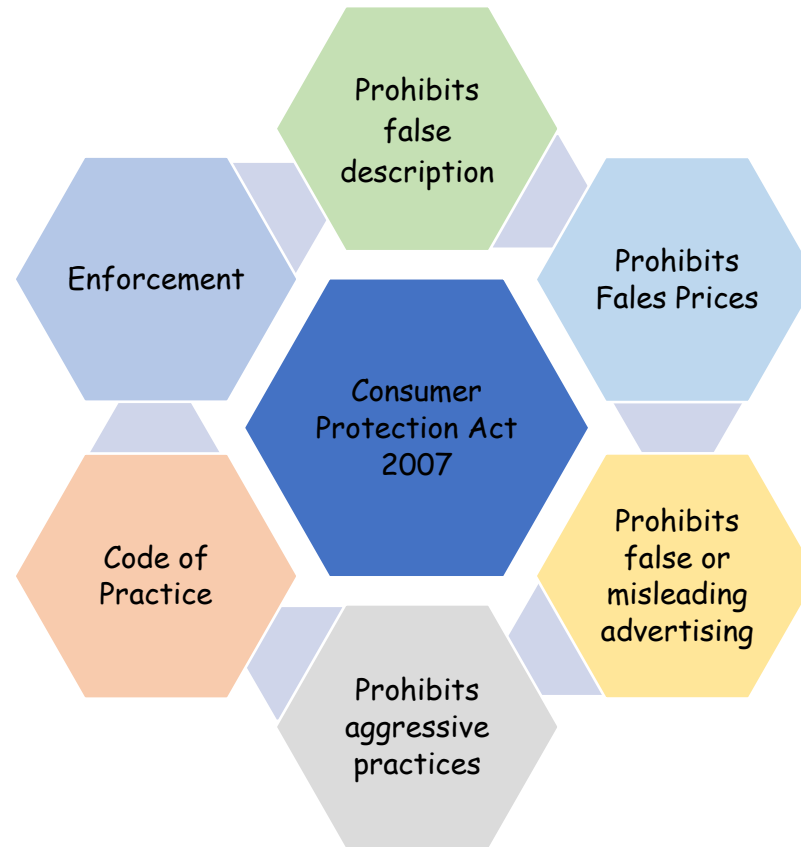


Chapter 2 – Resolving conflict (Market Place)

Consumer Protection Act 2007



Consumer and Competition Protection Commission (CCPC)

This agency has the following functions

1. To promote and Protec the Interest of consumers
2. To enforce consumer law
3. To investigate an offence that business make under the legislation
4. They advise business in how to implement the law
5. The also give advice to decision makers and make proposal for new legislations

Non-legislative

1. Meet and negotiate
2. Write a letter of complaint
3. Third part intervention

Resolving

Complaints

Legislative

1. CCPC
2. Office of the ombudsman
3. Small Claim court - This court deals with claims up to €2000. It cost €18 to bring a case here but you don't have to hire a

Chapter 2 – Resolving conflict (Market Place)

Sale of Goods and Supply of Services act 1980

- a) Goods must be of merchantable quality
- b) Good must be fit for purpose
- c) Good must be as described
- d) Legal ownership and quite possession

Right of Consumers

- (a) Defect in the product
- (b) Respect consumer rights
- (c) They must deal with complaints
- Illegal Signs

Responsibilities of retailers

- (a) Have the necessary skills to provide teh service
- (b) service is provide with due care and diligence
- (c) Goods used must be of merchantable quality

Services

- (a) Guarantees
- (b) Renting or buying
- (c) Unsolicited goods

Other provisions

Remedies

Repair - To get the fault fixed by the business. The consumer also has the right to a full refund it the repair is not satisfactory

Replacement - It the fault is more serious then the consumer is entitled to get a new product

Refund - If the goods are not of merchantable

Chapter 2 – Resolving conflict (Market Place)

Law of the Contract

offer

- buy something from another person
- It can be done verbally, in writing or by conduct

Acceptance

- agrees to all the terms of the original offer without any conditions or added on items
- It can be Verbally, In Writing and By conduct

Consideration

- Something of value is exchanged
- Its what each party offers the other as evidence of agreement

Intention to contract

- This means that both parties must agree to create a legally binding contract
- All business contract have intention to contract but social contracts don't

Consent to Contract

- each party must enter a contract on their own free will
- you cant be pressureised or given false information

Capicity to Contract

- People entering a contract must have legal right to do so
- For example must be of sound mind and not under the influence of drugs or alcohol

legality of form

- some contract must be in written before they are legally binding
- for example buying a house

Legality of purpose

- Contract must be for legal reason and not breaking the law
- For example selling guns

Terminate a Contract

Performance - This is when all parties to the contract have completed what they said they would do. They have fulfilled all their obligations as agree.

Agreement - Both parties agree to terminate a contract whether the purpose of the contract has been achieved.

Frustration - This is when something unforeseen occurs and prevent the contract from being completed. This could include fire, death or bankruptcy.

Breach of Contract - This is when one of the parties to the contract breaks a condition. A condition is an important/essential element of a contract.

Keywords

Contract- This is a legally binding agreement between two or more people that is enforced in a court of law

Law of Contract - This set out the rule for providing a contract and when it is terminated

Remedies for Breach of Contract

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 delivers a blue one you

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

Seek Specific performance - This means getting the court to order the other party to keep their side of the agreement

Termination of a contract - This means that the contract is no longer legally binding and enforced by the law or courts

Caveat emptor - 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 it probably is