

## CONSUMER PROTECTION ACT 2007 (1)

File a Complaint

- 1. Prohibits false description** - Goods must not be sold with a false description. This applies to shop notice, claims by a sales person or an advertisement
- 2. Prohibits False Prices** - It is illegal to give false misleading information about the past present or future price of a product. Goods must be the same price on the product for 28
- 3. Prohibits false or misleading advertising** - 1-hour photos when it takes 24 hours

## CONSUMER PROTECTION ACT 2007 (2)

File a Complaint

- 1. Prohibits aggressive practices** - It prohibits business from using aggressive practices such as harassing, taking advantage of putting the consumer under pressure to buy a product or service
- 2. Enforcement** - This legislation is enforced by the CCPC (Consumer and Competition Protection Commission)
- 3. Code of Practice** - Helps draw up code of practice for businesses

## CONSUMER AND COMPETITION PROTECTION COMMISSION



This agency has the following functions  
 To **promote and Protect** the Interest of consumers  
 To **enforce consumer law**  
 To **investigate an offence** that business make under the legislation  
 They **advise business** in how to implement the law  
 They also **give advice to decision makers** and make proposal for

## RESOLVING COMPLAINTS



### NON-LEGISLATIVE

- 1. Meet and negotiate** - return to the shop and talk with the manager and resolve the problem. you will need proof of purchase
- 2. Write a letter of complaint** - Write a letter to the manager & head office. Your letter & business response will be proof that you have tried to resolve the conflict.
- 3. Third part intervention** - provided by the Consumer Association of Ireland They highlight issue facing consumer and lobby the government to seek improvement

## RESLOVING COMPLAINTS



### LEGISLATIVE

- 1. CCPC** -
- 2. Office of the ombudsman** - Only investigate complaints when each party has tried to resolve but it is unsuccessful. They listen to both sides and issue recommendation which are not legally binding
- 3. Small Claim court** - This court deals with claims up to €2000. It cost €25 to bring a case here but you don't have to hire a solicitor

## SALE OF GOODS AND SUPPLY OF SERVICE ACT 1980 (1)



### RIGHTS OF CONSUMERS

- 1. Goods must be of merchantable quality** - certain quality considering the amount of money paid
- 2. Good must be fit for purpose** - must do what it is supposed to do
- 3. Good must be as described** - Can't be mislead into buying something by a description
- 4. Legal ownership and quite possession** - The person who is selling the product or service must own the product

## SALE OF GOODS AND SUPPLY OF SERVICE ACT 1980 (2)



### RESPONSIBILITIES OF A RETAILER

- 1. Defect in the product** - Retailers are responsible for fixing any problem with the product. contract with the business and not the manufacture
- 2. Respect consumer rights** - Retailer must respect the right of the consumer
- 3. They must deal with complaints**
- 4. Illegal Signs** - Sign that are displayed limiting the consumer right are not allowed - Credit Notes only, goods not exchanged

## SALE OF GOODS NAD SUPPLY OF SERVICE ACT 1980 (3)



### RESPONSIBILITIES OF SERICES

1. Have the **necessary skills** to provide the service
2. service is provided with **due care and diligence**
3. **Goods used** must be of **merchantable quality**

## SALE OF GOODS AND SUPPLY OF SERVICE ACT 1980 (4)



### REMEDIES

- 1. Repair** - Get the fault fixed by the business also has the right to a full refund if the repair is not satisfactory
- 2. Replacement** - If the fault is more serious, then the consumer is entitled to get a new product
- 3. Refund** - If the goods are not of merchantable quality, as describes, fit for purpose or as described the consumer is entitle to a full refund not just repair or replacement

## SALE OF GOODS AND SUPPLY OF SERVICE ACT 1980 (4)



### OTHER PROVISIONS

1. **Guarantees** - These are additional protections to a consumer they are not in place of your consumer rights
2. **Renting or buying second hand** - They have the same rights as ordinary consumer
3. **Unsolicited goods** - these are goods that are sent to a consumer demanding payment by the consumer has not ordered them. The consumer gets to keep the goods if they inform the company and if the company has not collected them within 6 months

## LAW OF THE CONTRACT (1)



### OFFER

1. This is when **one person agrees to buy something from another person**.
2. It can be done **verbally, in writing or by conduct**.
3. An offer must be accepted with no changes - if there are changes it's called a **counteroffer** this can be accepted/rejected
4. An offer can be terminated if it is 1. **Revoked** 2. **Not accepted on time** or 3. **Rejected** by the other party

## LAW OF THE CONTRACT (2)



### ACCEPTANCE

1. This means that the **other party agrees to all the terms of the original offer without any conditions** or added on items.
2. An acceptance can be communicated in 3 ways - 1. **Verbally**, 2. **In Writing** and 3. **By conduct**

## LAW OF THE CONTRACT (3)



### CONSIDERATION

1. This is when each part to the contract gives **something of value** to the other person.  
It is what **each party offer to the other as evidence of their agreement**.

#### For example

if you buy a pair of jeans you get the jeans and the shop gets the money

## LAW OF THE CONTRACT (4)



### INTENTION TO CONTRACT

1. This means that both parties entering the contract must **agree to create a legally binding contract** that could be held up in court.
2. All **business contracts** have intention to contract but **social contracts** don't.

#### For example

if you agree to meet a friend at 7 pm & they don't show up you can't take them to court

## LAW OF THE CONTRACT (5)



### CONSENT TO CONTRACT

1. This means that each party must **enter the contract on their own free will**.
2. This **may not occur** if
  1. you have been **pressured** against you will
  2. If you have been given **false information** to agree to the contract or
  3. If a **genuine mistake** can be shown to have happened

## LAW OF THE CONTRACT (6)



### CAPACITY TO CONTRACT

1. This means that the **people agreeing to the contract must have legal right to do so**.
2. The following **do not have legal right** to enter a contract

**Anyone under 18** except for items they would buy at that age  
**People who are intoxicated, insane or of unsound mind**  
If a company is acting **Ultra Vires** -

## LAW OF THE CONTRACT (7)



### LEGALITY OF FORM

1. Legality of form means that **certain contracts must be drawn up in writing** before they can become legally binding.

#### For Examples

Hire purchases agreements,  
Insurance Policies.

## LAW OF THE CONTRACT (8)



### LEGALITY OF PURPOSE

1. This means that for a **contract to be legally binding** it must be for **legal purposes** and not breaking the law

#### For Examples

Sell gun is not legal

## LAW OF THE CONTRACT (9)



### TERMINATED A CONTRACT (1)

**1. Performance** - This is when all parties to the contract have completed what they said they would do.

**2. They have fulfilled all their obligations as agreed.**

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

## LAW OF THE CONTRACT (10)



### TERMINATED A CONTRACT (2)

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

**4. 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.

## LAW OF THE CONTRACT (11)



### REMEDIES FOR BREACH (1)

**1. Rescind (Cancel) the Contract** - if a condition is broken the other party can cancel the contract, refuse to do what they said they would do.

**2. Sue for financial compensation** - you can sue for losses incurred, by hiring a solicitor. If a warranty is broken the contract can still be fulfilled. Compensation can be sought for breaches of warranty, but the contract can't be rescinded.

## LAW OF THE CONTRACT (12)



### REMEDIES FOR BREACH (2)

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

## LAW OF THE CONTRACT (13)



### 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 sets out the rules for providing a contract and when it is terminated.

**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 purchase items, a consumer must use common sense - if it is too good to be true, it probably is.