

U 13 The Law and Consumers

Listen to

Read the text on *Contracts* and answer the following questions:

1. Which law is consumer law based on?
2. Are the following statements true or false?
 - a) Transactions involving private individuals are usually formal, with detailed agreements. T F
 - b) A consumer must win his case in order to assert his right. T F
 - c) The 1979 Sale of Goods Act protects buyers from unauthorized sellers. T F
 - d) The decisions of courts concerning reasonability of services provided depend on precedents and common sense. T F
 - e) A consumer does not ever have to accept services which have been done, but at too high a cost. T F
 - f) A buyer has (generally) responsibility for goods since the time he takes possession of them. T F
 - g) A consumer can refuse delivery only if the delivered goods are in damaged condition. T F
 - h) When time is "of essence", it is not a substantial condition of delivery. T F

CONSUMER LAW - CONTRACTS (Law Today, pp. 83, 84)

1. Consumer law contracts are mostly unwritten, they are _____ by law.
2. Terms of the contract can be implied or _____.
3. Implied terms concerning goods are called _____.
4. Implied terms concerning services are called _____.
5. Examples of implied terms for goods:
 - a) seller has a _____
 - b) goods correspond to the _____
 - c) goods are of _____
6. Examples of implied terms for services:
 - a) service must be provided with _____
 - b) service must be provided at a _____
 - c) service must be provided within a _____
7. We can refuse the goods (=discharge the contract) if the _____.
8. We can refuse the service (=discharge the contract) if _____.
9. You can refuse delivery of the goods because it was late if time was of the _____.
10. "to waive one's right" means "to _____ one's right"

EXEMPTIONS

1) The following phrases (A – F) have been taken out of the text on exemptions. Put them to the right gaps.

- A – a document signed by the customer
- B – refusing responsibility for damage
- C – not all such clauses are valid
- D – warnings to the consumer by the supplier
- E – to limit responsibility for death
- F – a party trying to avoid responsibility

Another difficult problem is that of exemption clauses. These are (1) _____ that no responsibility will be accepted in the case of loss, damage or injury. For example, dry-cleaning businesses often have notices on a wall or on the back of tickets (2) _____ to clothes. Parking lots have signs saying that customers park at their own risk. Sport clubs warn that they are not liable if members injure themselves using their equipment. The law about exemption clauses varies from country to country, but in general it is important for the consumer to know that (3) _____. In Britain and the United States, for example, (4) _____ must show that the exemption clause was part of the contract with the customer and that it covered the problem in question. The clause is more likely to be part of the contract if it is in (5) _____ or was written in a place all customers could read it. However, in the 1964 Scottish case *MacCutcheon vs. MacBrayne*, a ferry company was unable to rely on a notice on a wall because it normally also asked customers to sign a form warning about the risks of damage and injury but had failed to do so in the case of Mr. MacCutcheon. The 1977 Unfair Contract Terms Act makes it illegal for a business in Britain to try (6) _____ or personal injury resulting from negligence. Responsibility for loss or damage can only be avoided if this would be deemed reasonable.

2) Write down a definition of an exemption clause:

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3) Write down notices that are examples of the exemption clauses:

at the dry-cleaner's – "We"

at a parking lot – "....."

at a sports club – "....."

think of other places and exemption clauses there:

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4) Why aren't all clauses limiting responsibility valid?

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