

© Original Artist
Reproduction rights obtainable from
www.CartoonStock.com



Search ID: mtu0004

"..This banana I bought
yesterday, when I peeled
it, it was empty!"

Consumer Law

CONSUMER = ? (definition)

CONSUMER = anybody

(an individual shopper or a
business) **buying goods or
services**

Faulty goods

- Have you ever bought anything faulty?
- What was wrong?

Faulty goods

- Have you ever bought anything faulty?
- What was wrong?
- Did you complain?
- Did they ask to see the receipt?
- How did they solve the problem?
 - Did they exchange it?
 - Did they refund your money?
 - Did they repair it?

Consumer Law – Contracts KEY

1. Consumer law is based on Contract law
2.
 - a) F
 - b) F
 - c) T
 - d) T
 - e) F
 - f) T
 - g) F
 - h) F

Consumer Law – Contracts KEY

2. a) F (everyday transactions involving private individuals are informal)

Consumer Law – Contracts KEY

2. a) F (everyday transactions involving private individuals are informal)
- b) F (the consumer must convince the supplier that he would have a good chance of winning if he took the case to court)

Consumer Law – Contracts KEY

2. a) F (everyday transactions involving private individuals are informal)
- b) F (the consumer must convince the supplier that he would have a good chance of winning if he took the case to court)
- e) F (a consumer can refuse the service if it is reasonable in the circumstances)

Consumer Law – Contracts KEY

2. a) F (everyday transactions involving private individuals are informal)
- b) F (the consumer must convince the supplier that he would have a good chance of winning if he took the case to court)
- e) F (a consumer can refuse the service if it is reasonable in the circumstances)
- g) F (a consumer can refuse delivery if the goods arrive late and time was of the essence)

Consumer Law – Contracts KEY

2. a) F (everyday transactions involving private individuals are informal)
- b) F (the consumer must convince the supplier that he would have a good chance of winning if he took the case to court)
- e) F (a consumer can refuse the service if it is reasonable in the circumstances)
- g) F (a consumer can refuse delivery if the goods arrive late and time was of the essence)
- h) F (of the essence = of vital importance = substantial)

Consumer Law – Contracts KEY

1. Consumer law contracts are mostly unwritten, they are implied by law.
2. **Terms of the contract** can be implied or express.
3. **Implied terms concerning goods** are called conditions.
4. **Implied terms concerning services** are called intermediate stipulations.

Consumer Law – Contracts KEY

5. Examples of implied terms for goods:

a) seller has a right to sell

b) goods correspond to the given description

c) goods are of merchantable quality

Consumer Law – Contracts KEY

6. Examples of implied terms for services:

a) service must be provided with reasonable care

b) service must be provided at a reasonable cost

c) service must be provided within a reasonable time

Consumer Law – Contracts KEY

7. We can refuse the goods (=discharge the contract) if the terms are breached.
8. We can refuse the service (=discharge the contract) if it is reasonable in the circumstances.
9. You can refuse delivery of the goods because it was late if time was of the essence.
10. **"to waive one's right"** means "to give up one's right"