



Foundation Certificate in Marketing - Stage 2

REGULATORY ENVIRONMENT FOR MARKETING

THURSDAY, AUGUST 19, 2004. TIME: 9.30 am - 12.30 pm

Please attempt **FIVE** questions.

(If more than the specified number of questions are attempted, delete those you do not wish to have marked. Otherwise the Examiner will mark the **FIRST** five questions in your Answer Book).

All questions carry equal marks.

Do **NOT** repeat question in answer, but show clearly the number of the question attempted on the appropriate page of the Answer Book.

1. Competition law is designed, primarily, to protect and benefit the consumer. By the use of relevant illustrative examples, discuss how this objective is achieved by the Competition Act, 2002.
2. Explain how, in the law of contract, an offer and an invitation to treat are distinguished and why this distinction is important.
3. (a) List only the methods by which the agency relationship may come to an end. (4 marks)
- (b) Brian runs a local auctioneering business, employing a junior negotiator, Eamon, whose main job is to show clients around houses which Brian has for sale. Before Brian took two weeks holidays in March of this year, he left Eamon with a general instruction to “keep things ticking over for me and contact me if there are any major developments”. On his return, Brian learns that Eamon has signed an agreement for a long-term contract to hire a photocopier. Eamon had given the sales representative for the photocopier the impression that he was the owner of the business. Brian has no need for the photocopier and now seeks your advice.

Advise Brian on the relevant principles of the law of agency which apply to these facts. (16 marks)

P.T.O.

4. The Sale of Goods and Supply of Services Act 1980 attaches some significance to the concept of 'dealing as a consumer'. Critically examine each of the following:
- (a) The definition of 'dealing as a consumer'. (6 marks)
 - (b) The extent to which the fact that a party is 'dealing as a consumer' prevents the exclusion of the implied terms in both Sale of Goods and Supply of Services contracts. (14 marks)
5. In the context of the Consumer Information Act 1978, detail the nature of the legislative provisions in respect to the following:
- (a) False and misleading trade description regarding goods and services. (8 marks)
 - (b) False or misleading price indicators. (5 marks)
 - (c) The role of the office of the Director of Consumer Affairs as regards the application and enforcement of the provisions at (a) and (b) above. (7 marks)
6. Discuss each of the following situations which concern the incorporation of an exemption or exclusion clause into a contract:
- (a) Where the clause is contained in a document signed by the party who is trying to avoid the operation of the clause. (8 marks)
 - (b) Where the clause is contained in a receipt/ticket. (12 marks)
7. From the perspective of the marketing function within a business in particular, detail the significance to such a business of having its products protected by:
- (a) A patent
 - (b) A trademark
8. Explain the role and significance of legislation as a source of Irish law.