



Foundation Certificate in Marketing - Stage 2

REGULATORY ENVIRONMENT FOR MARKETING

THURSDAY, MAY 6, 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. Discuss the principal changes and innovations to Irish Competition Law and Policy that were contained in the Competition Act, 2002.
2. Critically assess European Union secondary legislation, i.e. regulations, directives and decisions, as a source of Irish Law.
3. In respect to the contractual relationship of a principal and an agent, discuss each of the following:
 - (a) Agency of necessity (6 marks)
 - (b) Ratification (8 marks)
 - (c) The implied or apparent authority of an agent. (6 marks)
4. John recently decided to book his flight for his summer break on the Internet with Easyair. When he accessed the relevant site 'Easyair.com', he was delighted to find the flights he required to the U.S.A. for € each way. He immediately followed the on-line booking procedure and having provided details of his credit card, a page appeared on his computer screen which stated "That's it! Your booking is complete. Thank you for booking". Further down the page there appeared the heading "Confirmation" followed by details of his flights. Some two days later John received an e-mail from Easyair stating that the € flight was an error and that the actual price was €505. The e-mail also informed John that his booking would only be complete when he received a confirming e-mail and that, therefore, there was no contract for the € flights.

Advise John as to the relevant legal issues involved in this situation.

P.T.O.

5. Explain each of the following aspects of the Liability for Defective Products Act 1991 as amended:
 - (a) The definition of a 'product' and a 'producer'. (6 marks)
 - (b) When will a 'product' be considered 'defective' for the purposes of liability under the Act? (7 marks)
 - (c) The defences that will possibly be available to the 'producer' of a defective product. (7 marks)

6. Maurice is the owner of a very successful restaurant on the Dublin-Portlaoise Road. The restaurant is very dependent on the passing motorist trade for its success. In the course of negotiations to sell the restaurant, Maurice informs Eamon, the prospective purchaser as to the turnover, etc. of the business. However, he fails to inform Eamon that the stretch of road on which the restaurant is situated will shortly be bypassed by the new motorway. Eamon buys the restaurant and some two months later the motorway opens. The turnover in the restaurant immediately drops by 70%.
 - (a) Advise Eamon as to any course of action he may have against Maurice. (13 marks)
 - (b) The right to rescind a contract for misrepresentation may be lost in some circumstances. Detail these circumstances. (7 marks)

7.
 - (a) Detail the terms implied in a supply of services contract by the Sale of Goods and Supply of Services Act 1980. (6 marks)
 - (b) Examine the extent to which these implied terms in a supply of services contract can be varied or excluded in appropriate circumstances. (14 marks)

8.
 - (a) List only the principal forms of intellectual property that are given protection by legislation in Ireland. (4 marks)
 - (b) Choose any two of the forms of intellectual property identified at (a) above and explain the characteristics, nature and extent of the protection offered by the law and any procedural requirements that must be met to obtain such protection. (16 marks)