

Learning Outcome 1.7

1.7 Distinguish between and appreciate their rights and responsibilities as consumers.

Summary of Qs asked 2019-2026 on Learning Outcome 1.7

2019 Q18 (b) (i)	Explain three things a good consumer should do when buying goods online	Consumer responsibilities online	9m
2023 Q5	Outline two rights of consumers when shopping online	Online rights	6m
2024 Q15	Name the law against false / misleading advertising; explain one drawback of shopping online	Misleading advertising; online shopping	6m
2025 Q18 (a) (iii)	State whether a consumer is entitled to a refund after changing her mind about a dress that was not faulty (Mary)	Redress / change of mind	3m
2026 Q18 (c) (i)	Explain two legal rights a household has as consumers (Ian and Paula)	Consumer rights	

Key skills required so far answering the JC Exam:

- Name the legislation that protects consumers for faulty goods or services (Consumer Rights Act 2022)
- Name the legislation that protects consumers from false or misleading advertising (Consumer Protection Act 2007)
- Identify when a consumer is and is not entitled to redress
- Outline the rights a consumer has in Ireland (goods, services, online, digital)
- Explain the responsibilities of a good consumer when shopping in person and online

Page 69 Introduction + Class Activity - Ciarán and Maya's runners

Ciarán bought €160 Nike runners on sale for €80, wore them, and the sole came away the next day; the shop refused as he had worn them and bought them in a sale. His sister Maya bought similar runners online (ASOS) and returned them simply because she did not like the colour.

Class Activity - True or False (with the reason students should give):

- **1. The shop is correct - Ciarán has no rights because he already wore the runners.**
False. Wearing them normally does not remove his rights. The sole coming away means they were not of expected quality / durable, so he is entitled to redress - and sale goods carry the same rights as full-price goods.
- **2. Maya can get a refund because she bought online.**
True. Online (distance) purchases have a 14-day cooling-off period, so she can return them with no reason needed.
- **3. Buying in a sale means you have fewer rights if a good is faulty.**
False. Your rights apply in full whether you pay full price or buy in a sale.
- **4. Buying from a seller on Vinted gives you the same rights as buying in a shop.**
False. Vinted sales are usually private sales between individuals, which the Consumer Rights Act 2022 does not cover. The Act applies to traders.
- **5. If a good has no guarantee, there is no chance of a refund if it becomes faulty.**
False. Your legal rights under the Act apply regardless of any guarantee; a guarantee is extra protection on top of your legal rights.

Page 70 Your Rights as a Consumer - Goods and Services (Consumer Rights Act 2022)

Key ideas → Goods bought from a trader must be in conformity with the contract: as described, fit for purpose, and of expected quality (safe, durable, the standard you would reasonably expect). A service must be carried out with proper skill and care, in a reasonable time, and at a reasonable price if none was agreed in advance.

Worked examples from the page:

- Covered: a phone charger stops working after two days - not of expected quality, so the seller must offer a solution.
- Not covered: you get a dress home and dislike the colour - it is not faulty, so the shop need not offer a solution.
- Covered (service): a hairdresser cuts off far more than asked and leaves it uneven - not proper skill and care, so a price reduction or re-do may apply.
- Not covered (service): the haircut is the style you asked for but you dislike how it looks - carried out properly, so no refund.

Activity Book → Q1-Q6

Page 71 Rights Online and for Digital Content + Redress, Guarantees and Warranties

Key ideas → Online you gain extra rights: a 14-day cooling-off period for distance contracts, clear information before buying (seller details, full price), and delivery within 30 days. Digital content and services must be as described, fit for purpose and kept up to date.

Redress: a faulty good within 30 days → full refund; after 30 days → repair or replacement, and if that fails, a refund or price reduction. There is no legal right to a refund for a change of mind unless the good was bought online or away from the premises.

Guarantee v warranty: a guarantee is an extra promise to repair / replace within a set period, usually free; a warranty is similar but usually sold as an add-on for extended cover. Both sit on top of the consumer's legal rights.

TOP TIP A one-word answer such as "refund" will not get full marks. Students should explain what a refund is also "get their full money spent back for the faulty good" for example.

Activity Book → Q7-Q11

Page 72 Exam Corner + Class Activity - Identify when a consumer is entitled to redress

Exam Corner 2025 Q18 (a) (iii): Mary bought a dress for €150 and returned it the next day because it did not match her jacket. Is she legally entitled to a refund?

No. She changed her mind - there was nothing wrong with the dress, so the shop is not responsible.

Class Activity - covered or not covered under the Consumer Rights Act 2022 (with reasons):

- 1. Cian buys a second-hand phone from a classmate; it stops working the next day - Not covered (private sale between individuals).
- 2. Priya buys runners in a sale; the sole splits after one week - Covered (sale goods carry full rights; not of expected quality / durable).
- 3. Aoife pays €4.99 for a game described as working on Android but it does not work on her phone - Covered (digital content not as described / not fit for purpose).
- 4. James buys a jacket in a shop and dislikes the colour at home - Not covered (change of mind in-store; the good is not faulty).
- 5. John pays €9.99 for working cheat codes but still finds the game too hard - Not covered (the service was as described and worked; his difficulty is not the trader's fault).

Page 73 The Consumer Protection Act 2007

Key ideas → This Act protects consumers from unfair and misleading practices. It is illegal to make false / misleading claims about a product or price, to use aggressive selling tactics, or to display fake “was” prices. Example: an influencer promoting a product without saying they were paid. Breaches can be reported to the CCPC (Competition and Consumer Protection Commission), and businesses can be fined.

Activity Book → Q12

Page 74 Your Responsibilities as a Consumer

Key ideas → Rights come with responsibilities. Steer students through the five:

- Think before you buy - read the small print (caveat emptor, “let the buyer beware”) before agreeing.
- Shop around - compare prices and read reviews for the best value.
- Keep receipts - proof of purchase, needed to seek redress.
- Be honest - making a false claim for a refund is illegal.
- Be an ethical consumer - eg buying Fairtrade supports farmers and workers.

Online responsibilities: check the site is secure (padlock / https), use secure payment methods (PayPal / credit card), check the total price including delivery, and read reviews.

TOP TIP Responsibility questions are Action → Result: name the action, then say what it achieves (eg keep receipts → proof of purchase to seek redress).

Activity Book → Q13-Q14