

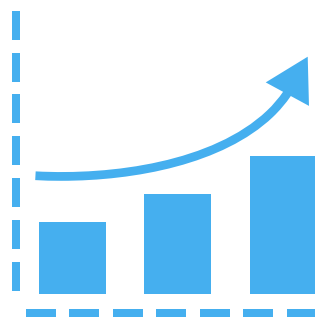


THE DUBLIN
ACADEMY OF
EDUCATION

BUSINESS

6TH YEAR (Higher)

UNIT 1 - PART 1



RÓNÁN MURDOCK

STILLOGAN WEEKLY GRINDS TIMETABLE

South Dublin weekly grinds take place in Stillorgan Plaza, Lower Kilmacud Road, Stillorgan, Dublin.

6th Year

SUBJECT	LEVEL	DATES	TIME
Accounting	H	Wednesdays	5:00pm - 6:15pm
Accounting	H	Saturdays	10:30am - 11:45am
Applied Maths	H	Mondays	5:00pm - 6:15pm
Applied Maths	H	Fridays	4:45pm - 6:00pm
Biology	H	Mondays	8:00pm - 9:15pm
Biology	H	Tuesdays	5:30pm - 6:45pm
Biology	H	Saturdays	9:00am - 10:15am
Business	H	Wednesdays	5:00pm - 6:15pm
Business	H	Saturdays	12:30pm - 1:45pm
Chemistry	H	Mondays	6:15pm - 7:30pm
Chemistry	H	Wednesdays	6:30pm - 7:45pm
Chemistry	H	Saturdays	9:00am - 10:15am
Economics	H	Mondays	6:30pm - 7:45pm
Economics	H	Saturdays	9:00am - 10:15am
English	H	Tuesdays	7:00pm - 8:15pm
English	H	Wednesdays	5:00pm - 6:15pm
English	H	Wednesdays	6:30pm - 7:45pm
English	H	Saturdays	10:30am - 11:45am
English	H	Saturdays	12:15pm - 1:30pm
French	H	Mondays	6:15pm - 7:30pm
French	H	Wednesdays	6:45pm - 8:00pm
French	H	Saturdays	9:00am - 10:15am
Geography	H	Tuesdays	5:30pm - 6:45pm
Geography	H	Thursdays	5:45pm - 6:45pm
German	H	Mondays	8:00pm - 9:15pm
History	H	Thursdays	5:45pm - 7:00pm
Home Economics	H	Tuesdays	5:30pm - 6:45pm
Irish	H	Mondays	8:15pm - 9:30pm
Irish	H	Wednesdays	6:45pm - 8:00pm
Irish	H	Saturdays	10:45am - 12:00pm
Maths	H	Mondays	8:00pm - 9:15pm
Maths	H	Tuesdays	7:00pm - 8:15pm
Maths	H	Wednesdays	5:00pm - 6:15pm
Maths	H	Wednesdays	8:15pm - 9:30pm
Maths	H	Saturdays	10:30am - 11:45am
Maths	H	Saturdays	12:15pm - 1:30pm
Maths (Fast Paced)	H	Fridays	6:15pm - 7:30pm
Maths	O	Tuesdays	7:00pm - 8:15pm
Maths	O	Saturdays	12:15pm - 1:30pm
Physics	H	Mondays	6:30pm - 7:45pm
Physics	H	Thursdays	7:15pm - 8:30pm
Spanish	H	Tuesdays	7:00pm - 8:15pm
Spanish	H	Saturdays	10:30am - 11:45am

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5th Year

SUBJECT	LEVEL	DATES	TIME
Accounting	H	Saturdays	9:00am - 10:15am
Applied Maths	H	Thursdays	5:45am - 7:00pm
Biology	H	Thursdays	5:30pm - 6:45pm
Business	H	Mondays	5:00pm - 6:15pm
Chemistry	H	Wednesdays	5:00pm - 6:15pm
Chemistry	H	Saturdays	10:45am - 12:00pm
Economics	H	Thursdays	7:15pm - 8:30pm
English	H	Wednesdays	8:15pm - 9:30pm
English	H	Saturdays	9:00am - 10:15am
French	H	Wednesdays	5:00pm - 6:15pm
Geography	H	Tuesdays	5:30pm - 6:45pm
Geography	H	Thursdays	5:45pm - 7:00pm
German	H	Mondays	8:00pm - 9:15pm
Irish	H	Mondays	8:00pm - 9:15pm
Maths	H	Tuesdays	7:00pm - 8:15pm
Maths	H	Wednesdays	6:30pm - 7:45pm
Maths	H	Saturdays	10:30am - 11:45am
Maths	(O)	Tuesdays	7:00pm - 8:15pm
Maths	(O)	Saturdays	12:15pm - 1:30pm
Physics	H	Tuesdays	7:00pm - 8:15pm
Spanish	H	Tuesdays	5:30pm - 6:45pm

4th Year

SUBJECT	LEVEL	DATES	TIME
Biology	H	Thursdays	5:30pm - 6:45pm
English	H	Tuesdays	5:45pm - 6:45pm
Irish	H	Mondays	5:15pm - 6:15pm
Maths	H	Mondays	6:30pm - 7:30pm
Maths	H	Tuesdays	7:00pm - 8:00pm
Physics	H	Thursdays	5:30pm - 6:45pm

3rd Year

SUBJECT	LEVEL	DATES	TIME
English	H	Wednesdays	6:30pm - 7:30pm
English	H	Saturdays	10:30am - 11:30am
Irish	H	Mondays	6:30pm - 7:30pm
Maths	H	Tuesdays	5:45pm - 6:45pm
Maths	H	Thursdays	5:30pm - 6:30pm
Maths	H	Saturdays	9:15am - 10:15am
Science	H	Saturdays	12:15pm - 1:15pm

1st & 2nd Year

SUBJECT	LEVEL	DATES	TIME
English	H	Wednesdays	5:15pm - 6:15pm
Irish	H	Thursdays	5:30pm - 6:30pm
Maths	H	Mondays	5:15pm - 6:15pm
Maths	H	Thursdays	6:45pm - 7:45pm

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UNIT 1

Unit 1 will **not** appear in your ABQ question in June 2020.
It will appear in Section 3, Question 1.
It could be worth about 20% of your total Leaving Cert exam.

Table of contents for Unit 1	
Topic	Page
People in business	2
Consumer Conflict	24
Industrial Relations	40

Where could you expect to see Unit 1 in June 2020?

Short Questions	20 Marks
A.B.Q.	0 Marks
Long Questions	<u>60</u> Marks
Total	80 Marks

People in Business

Who are the main stakeholders in business?

1. Entrepreneurs
2. Investors
3. Employers/ Managers
4. Employees/ Workers
5. Producers
6. Suppliers/ Service Providers
7. Consumers
8. Interest Groups

Have two points and an example prepared for each stakeholder!

1. The Entrepreneur

An Entrepreneur → a person who thinks up new ideas and use their initiative to turn their ideas into business realities.

When an entrepreneur sets up a business they face 2 risks:

1. **Personal Risk** – If the business fails they will lose their confidence.
2. **Financial Risk** – If the business fails they will lose any money invested.

What example should you go with in the leaving cert?
A or B

Examples of Entrepreneurs:

- a) Mark Zuckerberg set up Facebook in 2004. The social media giant has since been listed on the NASDAQ and has over 1 billion active users per month.
- b) Bill Gates founded Microsoft in 1975.

2. The Investor

An Investor → a person who **provides an entrepreneur with the capital needed** to set up and run a business. They do in the hope of receiving a **return on investment**.

The investor lends money to the entrepreneur in 2 ways:

1. **Debt Capital** – The entrepreneur has to repay the investor all money they have received as well as paying them interest.
2. **Equity Finance** – The investor buys shares in the entrepreneur's business. The investor is now known as a shareholder and owns a percentage of the business.

Examples of Investor:

Duncan Banatyne from the show Dragon's Den is an investor.

3. The Employer

An Employer → a person who hires employees to work for them.

By law, employers must:

1. Provide employment contract
2. Provide proper working conditions
3. Pay agreed wages

Example of employer: Dunnes Stores employs over 10,000 people in Ireland.

4. The Employee

An Employee → a worker who bring a range of skills and expertise to the business.

By law, employees must:

1. Do an honest day's work
2. Not break the terms and conditions in the contract employment
3. To accept and carry out reasonable instructions from management

Example of employee: A cashier who works in Dunnes Stores in return for payment.

5. The Producer

A Producer → is a business that takes raw materials and produce finished goods.

- The producer would not survive without the consumer. Therefore they must provide the consumer with good prices, good service and top-quality products.

Example of producer: Dell produce computers

6. The Consumer

A Consumer → a person who buys goods/services from an entrepreneur for their own personal use.

- Without the consumer there would be no market. They are the most important business stakeholder.
- They look for good prices, good service and top-quality products.

Example of a consumer: A person buying a mobile phone for themselves

7. The Service Provider

A Service Provider → a business that provides essential support services for an entrepreneur. This saves entrepreneurs the time and trouble of having to do themselves.

Examples of Service Providers:

1. Eircom provide businesses with communication services e.g. phone / internet.
2. Panda provide waste disposal services

8. The Interest Group

An Interest Group → an **organisation that represents the common viewpoint, and goals of particular group.** An interest group may oppose or support the activities of a business, In order to get what they want they pressurise the government and businesses to change their practises.

This is done through:

1. Lobbying

Lobbying is the deliberate effort to **influence the decision making process** by promoting a particular point of view with government or MEPs or with other organisations.

2. Boycotts

They organise boycotts & publicity campaigns against businesses who act in an unethical manner

Examples of Interest Groups:

Irish Farmers Association

- The IFA lobbies national governments to initiate pro farming policies that would improve and consolidate farm incomes (loss leader sale of vegetables in the large multiples at Christmas time) etc.

Irish Business and Employers Confederation (IBEC)

- Represents employers on industrial relations matters and negotiates with government and ICTU on wage agreements.



Relationship Between Stakeholders

All stakeholders have different relationships with each other. They are as follows:

1. Co-operative Relationship
2. Competitive Relationship

1. Co-operative Relationship

This involves both parties working towards shared goals and for mutual benefit. A co-operative relationship is a win-win situation.

Example: A co-operative relationship may exist between investors and entrepreneurs. An investor wants the entrepreneur to be as successful as possible and therefore will help them in any way possible. An entrepreneur wants to be successful so that they can attract investment in the future and therefore works alongside the investor towards a shared goal.

2. Competitive Relationship

This involves two or more rival parties. They both want to be successful but this is impossible. This is a win/lose relationship.

Example: Ryanair and Aer Lingus compete with each other in an effort to attract new consumers. If Ryanair announces half price fares for flights to New York Aer Lingus will often announce a similar deal.

Can I use a dynamic or dependant relationship? → NO!

2011 Section 3 – Question 1(a) – 15 Marks

Outline, using examples, the relationship that can exist between ‘Investors’ and ‘Entrepreneurs’ in business.

Below is a screenshot from the marking scheme ↓↓

People in Business			
Question 1			
(A)	Co-operative OR Competitive relationship	15 marks (3+6+6)	15

Contract Law

A Contract → a legally binding agreement between two or more parties.

What does legally binding mean?

- This means that if one party breaks the agreement, a judge can order that party to pay compensation or force them to carry out the contract as originally agreed.
- For an agreement to be a contract it must contain **all** 8 elements of a contract.

1. Offer	2. Acceptance	3. Consideration	4. Intention to Contract
5. Capacity to Contract	6. Consent to Contract	7. Legality of Form	8. Legality of Purpose

1. Offer

An Offer → when one party asks another party to enter into a deal with them.

- To be a valid offer, they must set out all the terms of the deal clearly, completely & without any conditions attached.
- An offer may be in speaking, writing or *conduct*¹.
An offer can be withdrawn at any stage before the other person accepts it.

Note! → **Do not confuse an offer with an INVITATION TO TREAT.**

A price tag on an item in a shop window is **not** an offer by the shop. It is considered to be an invitation to treat. They are only an indicator of the price that the seller is willing to consider and possibly accept if offered. The seller is free to reject any offers made by the customer.

2. Acceptance

Acceptance → is when a party who receives an offer agrees to all the terms of the deal without any conditions.

- They can accept it by speaking, in writing or by *conduct*².
- The party who receives the offer must accept all the conditions exactly as the contract lays them out and cannot change them.
- To change any conditions is called a **counter offer**. A counter offer is considered as a new offer and also as an automatic rejection of the first offer.

¹ For example, you are offering to buy groceries at the supermarket when you place them on the conveyor belt.

² The supermarket accepts your offer to buy the groceries when the shop assistant scans them.

3. Consideration

Consideration → for an agreement to be a contract each party must give something of value to the other party. Consideration may refer to money or goods of any value exchanged between parties.

Example: John gives Mary €5,000 in exchange for her car.

4. Intention to contract

Intention to contract → both parties intend on the agreement to be a legally binding contract. They must be aware that they could end up in court if they break any conditions of the contract.

Irish law presumes that:


1. All business agreements are intended to be legally binding.
2. All social agreements are **not** intended to be legally binding.
(Between family members or friends.)

5. Capacity to contract

Capacity to contract → this means that all parties involved in the agreement have the power and legal ability to make a contract which is enforceable by law.

The following people and businesses do not have the legal right to make a contract:

1. **Age** - People under the age of 18.
2. **Mentality** - People who mentally cannot make a sensible decision because they are drunk, on drugs or insane.
3. **Ultra Vires** - A company cannot enter into a contract beyond their power as set out in their Memorandum of Association. Any activity not covered by this document is said to be ultra vires.

- 
4. **Diplomatic Immunity** - Diplomats cannot enter a contract because they have diplomatic immunity. This means they cannot be taken to court. A person who cannot be sued cannot enter a contract because this is one of the remedies for a breached contract.

6. Consent to Contract

Consent to contract → all parties entering into a contract must do so on their own free will.

- One party cannot force another into a contract. It must be voluntarily.
- Both parties must understand the conditions of the contract.

Example: You cannot be bullied (by threat or intimidation) into selling your own house.

Extreme Example: You are deciding on your will. Your son puts a gun up to your head and says he will kill his brothers and sisters unless you leave him 100% of your wealth. You are forced to leave him 100% of your wealth in your will however the will is not valid as you did not do so under your own free will.

This is an answer I came across correcting papers. Not only was this student an absolute nutcase but **he also wasted valuable time.**

7. Legality of Form

Legality of Form → some contracts are not considered valid if they are not in written form.

Example: When buying a house a contract must be in written form. Otherwise the contract is invalid. The seller or buyer can pull out of the agreement up to any time before both parties sign the written contract.

8. Legality of Purpose

Legality of Purpose → contracts that involve illegal actions are not considered valid.

Example: a judge will not award compensation to a drug dealer if his smuggler doesn't import drugs as promised.

Termination of a Contract

1. Agreement

The termination of a contract when **all parties involved agree to cancel the contract** before it is carried out. This happens when neither party benefit from the completion of a contract.

*Example: In 2013 **The Jonas Brothers** and their concert organisers agreed to cancel their USA tour due to “appalling” ticket sales.*

2. Performance

If both parties to the contract **fulfil their contract obligations**, the contract has been completely performed.

Example: One Direction are paid €2,000,000 to perform at Croke Park. Upon full payment and completion of the concert the contract is terminated.

3. Breach of Contract

If either parties fail to carry out their part of the agreement the contract will be terminated, this happens when they break a **condition** of the contract.

Example: If three band members from one direction don't show up the contract is in breach and they broke an essential condition of the contract.

4. Frustration

A contract comes to an end if some **unforeseen event** occurs which makes it impossible to carry out the contract. Neither party is to blame.

Example 1: A one direction concert cancelled due to a hurricane.

Example 2: You order some two jumpers and a pair of runners online from America. America enters a war and businesses stop shipping goods out of the country because of the high likelihood of ships being bombed. You don't receive your clothes or runners but you do receive your payment as a refund.

Whats wrong with example number 2?

The difference between a Condition and a Warranty

Condition

A condition is an **essential element** which goes to the **heart of the contract**. Breach of condition is effectively breaking the contract.

Example: One Direction doesn't show up for a Concert. This is a breach of condition. The contract is terminated and the concert organisers can sue One Direction.

Warranty

A warranty is a **less important part of the agreement**. A breach of warranty will often not break the contract. Breach of warranty generally results in a **fine**.

Example: One Direction show up 15 minutes late for a concert. This is a breach of warranty. The contract is not terminated. One direction may be fined.

Suppose One Direction don't show up for a concert.
What happens?

Remedies for Breach of Contract

Breach of Contract → if any condition of a contract is broken then breach of contract is said to have occurred.

1. Sue for Damages

This is a remedy for breach of contract. The aggrieved party takes the other party to court. The aggrieved party receive financial compensation for the loss suffered because of the breach. This is known as suing for damages.

Example: The Concert organisers sue One Direction for damages and loss of potential earnings.

2. Specific Performance

This is a remedy for breach of contract. It involves the judge ordering the contract to be carried out as had been agreed. If the contract is not carried out as agreed the aggrieved party may then sue for damages.

Example: One Direction redo the concert at a later date.

3. Rescind the contract


This is a remedy for breach of contract. The contract be cancelled. Both parties return to exactly the same position they were in before the contract started. This is a common remedy for contracts involving frustration.

Example: One Direction repay the concert organisers the €2,000,000 and both parties go their separate ways.

PAST EXAM QUESTIONS

2018 Section 3 – Question 1(a) – 20 Marks

Read the information supplied and answer the questions which follow.

	<p><i>The band 'Stand and Deliver' officially cancelled their upcoming tour due to the death of their singer Richard Stears.</i></p>
---	--

- (i) Explain the method of terminating the legal contract referred to in the text above.
 (ii) Outline **three** other methods for terminating a legal contract, providing an example in **each** case.

<p>Frustration An unforeseen event prevents the contract from being completed.</p>	<p>2m 2m</p>
<p>Breach If one of the parties does not perform his/her side of the bargain. i.e. does not honour the promises made, the contract is said to have been repudiated. The party is in breach of a condition (essential element) of the contract. The second party has the right of action in the courts against the first party who caused the breach/entitled to compensation. <i>A builder employed to build a conservatory but built a room with only one window. The second party can take the builder to court.</i></p>	<p>2m 3m 2m</p>
<p>Agreement The parties to the contract may agree to end it by mutual consent/ whether or not the purpose of the contract has been achieved. <i>A contract of employment may be ended by agreement if it includes a clause stating for example that the contract can be terminated if one month's notice is given.</i></p>	<p>2m 3m 2m</p>
<p>Performance Both parties to the contract carry out their duties as required by the contract/the contract is executed according to the agreed terms. <i>A band is booked to perform at a wedding. They perform as agreed.</i></p>	<p>2m 3m 2m</p>

2018 Section 3 – Question 1(b) – 15 Marks

Illustrate the impact of trade disputes on any **three** stakeholders in a business.

Employees (an appropriate example is needed for full marks)

- Employees will not be performing their duties resulting in conflict between them and management.
- They will not receive a wage during an official strike.
- Prolonged industrial action may result in financial hardship for the employees.
- Employees may become unmotivated/unproductive.

Customers/consumers (an appropriate example is needed for full marks)

- The disruption to the business caused by a work to rule or official strike will result in consumers being unable to purchase products/services.
- They may lose faith in the brand/may change to another brand/business.

Investors (an appropriate example is needed for full marks)

- Trade disputes are bad publicity for the business.
- Share price may fall, reducing the market value of the investor's stake.
- Prolonged industrial action will reduce profit levels and the chance of a dividend being paid to investors at the end of the year.
- Investors may sell their shares.

Management / Employer (an appropriate example is needed for full marks)

- More management time and effort required to resolve conflict rather than focusing on the goals of the business. Management must follow agreed codes of practice. This distraction may lead to production delays and wastage. It may also reduce their ability to encourage intrapreneurship among employees.

Suppliers/Service Providers (an appropriate example is needed for full marks)

- Suppliers and Service Providers are normally paid after their product or service is sold.
- This period of time (credit) may be extended due to industrial action.
- They may not have their accounts due paid on time.

Government (an appropriate example is needed for full marks)

- If the dispute is an official strike, the ceasing of business activity will reduce taxation revenue such as PAYE, VAT, and CPT for government. Business may close down requiring government payment of social welfare.

Entrepreneur (an appropriate example is needed for full marks)

- The entrepreneur will be less likely to introduce new ideas as there is conflict in the business.

3 Points @ 5 Marks each (2+3)

2017 Section 1 – Question 1 – 10 Marks

Column 1 is a list of business terms relating to contract law. Column 2 is a list of possible explanations for these terms.
 (One explanation does not refer to any of these terms.)

Column 1: Terms	Column 2: Explanations
1. Specific Performance	A. Some contracts must be in writing to be legally valid.
2. Legality of form	B. A way of terminating a legal contract.
3. Performance	C. The mutual exchange of something of value in a contract.
4. Consideration	D. Each party chooses to enter a contract voluntarily.
5. Capacity	E. A remedy for breach of contract.
	F. The legal right to enter into a contract.

Match the two lists by placing the letter of the correct explanation under the relevant number below.

1.	2.	3.	4.	5.

2016 Section 3 – Question 1(b) – 20 Marks

A legal contract can be terminated by **performance**, whereby parties to the contract fulfil their obligations as agreed.

Outline **three other** methods for terminating a legal contract.

Frustration	4m
Breach	3m
Agreement	3m

8 marks (4+4)
 6 marks (3+3)
 6 marks (3+3)

2013 Section 3 – Question 1(c) – 20 Marks

Illustrate your understanding of the following terms in relation to a valid contract:
Agreement; Legality of form; Consideration.

	Marks

3 Points @ 8, 6 & 6 marks each

2012 Section 3 – Question 1(b) – 20 Marks

A legal contract can be terminated by breach, frustration or agreement. Illustrate your understanding of the underlined terms.

	Marks

3 Points @ 7 + 7 + 6 marks - (4 + 3), (4+3) and (3+3)

2012 Section 1 – Question 1 – 10 Marks

1. Stakeholder	a) A party acting beyond its legal powers.
2. Ultra Vires	b) A quick, inexpensive way for dealing with consumer complaints.
3. Lobbying	c) The manner in which a contract is drawn up.
4. Legality of Form	d) A party that can affect or be affected by business decisions.
5. Labour Court	e) Using an organised campaign to influence a decision maker.
	f) Establishes Joint Labour Committees.

1	2	3	4	5

2011 Section 3 – Question 1(a) – 15 Marks

Outline, using examples, the relationship that can exist between ‘Investors’ and ‘Entrepreneurs’ in business

<p>Investors and Entrepreneurs are stakeholders in the business. They rely on each other with the entrepreneur dependent on the investor for finance and the investor dependent on the entrepreneur for a return on his/her investment.</p> <p>Investors provide finance for the business (shareholders/Banks/State bodies) and expect a return from their investment. Entrepreneurs are the risk takers. They provide the initiative to start the business with the hope of making a profit.</p> <p>Co-operative relationship - Working together towards a common goal/acting in a mutually beneficial manner (win/win). The relationship is co-operative when the entrepreneur gives open, transparent and honest information to the investor e.g. accurate business plans and cash flow forecasts and in return the entrepreneur receives finance at a reasonable rate from the investor.</p> <p>Competitive relationship -Both go after the same thing but only one gets it. Each tries to win over the other (win/lose). The entrepreneur and the investor compete with each other. The entrepreneur is prepared to take further risks to develop the business and to use the profits for expansion, while the investor may wish the profit to be paid out regularly (less risk/safety of investment).</p>	<p>Marks</p>
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15 marks (3+6+6)

2010 Section 3 – Question 1(c) – 10 Marks

In relation to the Law of Contract, illustrate your understanding of Capacity to Contract.

5 marks & 5 marks

2009 Section 3 - Question 1(a) – 10 Marks

Describe, using examples, the role interest groups have in business.

An interest group is an organisation which represents the common viewpoint, objectives and goals of a particular group
 An interest group seeks to **influence decisions** and policy affecting its members, through various actions including **negotiation, lobbying, boycotting** and possibly **legal action**.

Example:
 The Construction Industry Federation (CIF) actively represents and serves over 3,000 members covering businesses in all areas of the Irish construction industry.

4+4+2 Marks

1. The question said “**Discuss**” – so don’t give a heading.
 2. Make sure you refer to producers in you answers.

2009 Section 3 – Question 1 (b) – 15 Marks

Discuss how consumers may benefit from the existence of a competitive relationship between producers.

State	Consumers get a <u>higher quality product</u> from the manufacturer. Producers like Asics may try to increase the quality of their product in order to increase sales against Nike (their competitors).	2m
Develop		3m
State	There would be a <u>greater choice</u> for consumers. Producers like Nike or Adidas may try to increase the range of products available for sale to increase loyalty amongst consumers.	2m
Develop		3m
State	Consumers receive <u>better customer service</u> from producers. Producers like Dell or Apple may a live chat on their webpage, provide a customer care line.	2m
Develop		3m
3 Points @ 5 Marks each (2+3)		

2009 Section 1 – Question 8 – 10 Marks

- (a) Explain the legal term ‘consideration’.
- (b) Outline **two** other elements of a legally binding contract.

	Marks

2008 Section 3 - Question 1(a) – 15 Marks

Describe a competitive and a co-operative relationship that exist between two producers in the same line of business. Use appropriate examples that support your answer.

	Marks

8 marks - (2+3)+ 3
7 marks - (2+3) +2

2008 Section 1 – Question 2 – 10 Marks

In relation to the law of contract distinguish between the terms “offer” and “invitation to treat”

	Marks

2007 Section 1 – Question 5 – 10 Marks

In a legal context, consideration means

	Marks

2007 Section 1 – Question 8 – 10 Marks

Identify two parties in business and describe a competitive relationship between them.

	Marks

2007 Section 3 – Question 1 – 10 Marks

Specific performance is a term used in contract law. Explain what it is and when it would be used.

	Marks

2006 Section 3 - Question 1(a) – 15 Marks

“The relationship between an enterprise and its stakeholders may be competitive or cooperative”. Discuss this statement, with appropriate examples.

	Marks

8 + 7 marks (3 + 3 +2) and (3 + 3 + 1)

2006 Section 3 – Question 1(c) – 20 Marks

Explain the elements of a valid contract.

	Marks

5 Points @ 4 Marks (2+2)

2005 Section 3 - Question 1 – 15 marks

Describe important aspects of the relationship between producers and consumers in business.

Producer/Consumer Relationship 5 + 5 + 5 marks (2 + 3)

2005 Section 3 - Question 1 – 20 Marks

Explain four methods by which a legal contract may be terminated.

4 Points at 5 marks (2 + 3)

2005 Section 1 – Question 1 – 10 Marks

Explain the legal term ‘capacity to contract’. Give two examples of situations where an individual or legal entity does not have capacity to contract.

2004 - Section 3 - Question 1(a) – 20 Marks

Read the information supplied and answer the questions which follow.

The Chief Executive of Mecca Enterprises, a national firm in the leisure business, believes that good relationships, which help in resolving situations of conflict between business organisations, are most important. At present, however, she feels that there is a very high risk of ongoing conflict in the future.

Describe a co-operative and competitive relationship that would typically exist between Mecca and other business organisations.

A Co-operative and a Competitive Relationship: 10 + 10 marks (4 + 4 + 2). Must illustrate with example. (Total 20 marks)

2003 Section 3 - Question 1 – 10 Marks

Illustrate the role of interest groups in business.

2003 Section 3 - Question 1 – 30 Marks

Explain, using examples where appropriate, the essential elements of a valid contract.

1.
2.
3.
4.
5.

Elements of valid contract. 5 at 6 marks (2 + 2 + 2 marks). (Total 30 marks)

2002 Section 3 - Question 1 – 20 Marks

Describe, using examples, one co-operative and one competitive relationship that may exist either between or within organisations.

2002 Section 3 - Question 1 – 10 Marks

Outline the role of any two parties involved in business.

2001 Section 3 - Question 1 – 20 Marks

Define ‘contract’. Outline why an invitation to treat is not a contract

2001 Section 3 - Question 1 – 15 Marks

Contrast the relationship that exists between entrepreneurs and investors in a business enterprise.

2000 Section 1 – Question 1 – 10 Marks

1. Consumer	a) The power of a natural or legal person, who is in a position to form a contract.
2. Consideration	b) People working together in a joint effort to help each other.
3. Capacity	c) A term that is important and goes to the heart of a contract.
4. Co-operation	d) A difference that arises between individuals or groups.
5. Condition	e) A person or organisation who purchases goods or services.
	f) A benefit that passes from one party to another in a contract

1	2	3	4	5

1999 Section 3 - Question 1 – 15 Marks

Explain the relationship between producers and consumers in business.
