CIMG Programme Pathway 1 Professional Certificate in Marketing

Business, Law and Ethics (PCM 102)

JUNE 2023

DURATION: 3 HOURS

The examination comprises of two parts:

Part A – a compulsory case study, worth 40 marks

Part B – answer any three questions, worth 60 marks in total

SECTION A

CASE STUDY – COMPULSORY

eGoGo Chemist is a pharmacy that uses a "*self-service*" system. Under this system, customers, upon entering the shop are given a mini shopping basket and are allowed to select the items they require, place them in the basket and take them to the cash desk. Near the cash desk there is a pharmacist who is authorized, if necessary, to stop any customer from buying and removing from the shop, certain items listed as "*Reserved*". In order to purchase items on the Reserved shelf, a customer must show a prescription from a medical practitioner to the pharmacist.

Fred Adu entered the shop and picked an item from the Reserved shelf and proceeded to pay for it. The registered Pharmacist asked for his prescription but he did not have one. The Pharmacist refused to sell the item to him. Fred argued that the display of goods in the self-service shop was an offer and that the offer was accepted when he selected the item and placed it in his basket. The Pharmacist disagreed.

Question 1.

As a Legal officer, advise both parties by resolving the following issues:

a. At what point in time do you think an offer was made?
b. At what point was the offer accepted?
c. Was there a valid contract created between **eGoGo** Chemist and Fred Adu?
d. Based on your views do you think **eGoGo** was justified in refusing to sell the item to Fred Adu?

[40 MARKS]

SECTION B – Answer any three (3) questions only

Question 2.

Not every contract is carried to its logical conclusion. In this sense, parties may be freed from their obligation to perform a contract. There are a number of ways by which one or both parties to a contract may be discharged from their obligations to perform the contract.

As a Marketing Officer of your Organization, List and explain the four (4) ways in which a contract may be discharged in a Memo to the Managing Director. **[20 MARKS]**

Question 3.

You are a Labour Consultant working with one of the Telecommunications Companies in Ghana.

Briefly explain the following labour law terminologies in a Memo to the Managing Director:

a. Equality of opportunity
b. Affirmative action
c. Whistleblowing
d. Sexual harassment
e. Employer rights

[20 MARKS]

Question 4.

Briefly explain the following terminologies

a. Climate change
b. Insider dealing
c. Business bluffing
d. Fair wages
e. Teleological ethics

[20 MARKS]

Question 5.

As a legal officer who believes in the Rule of Law and Court system of Ghana, write a Memo to your Managing Director in which you:

a. State and explain any five (5) advantages we enjoy from the existence and operation of the law courts.

b. Explain why the court system is hierarchical.

Question 6.

Papa Dunkwa falsely holds himself out as a Chartered Marketer as well as a key member of the National Executive Team of the Chartered Institute of Marketing Ghana (CIMG). Akosua Nyamekye is a student of CIMG who keeps failing the exams so she resolved to adopt a plan B. She approached Papa who assured her that he will be able to secure her a marketing certificate and have her name entered into the register kept by CIMG of its qualified members for a fee of **GHS 10,000**.00

Akosua bargained and brought down the fee to **GHS 5,000.** They then agreed on timelines within which Papa should perform the deed. Akosua paid the fee and got a receipt of payment and waited for the deadline to approach.

It has been 5 months after the deadline but Papa has not fulfilled his end of the bargain. Papa has also refused to pick Akosua's calls. Akosua wants to sue Papa for breach of contract and to recover her money.

Advise Akosua on:

a. Whether or not there was a contract between her and Papa;
b. Whether or not the contract is enforceable;
c. Whether her behaviour us ethical or not.

[20 MARKS]