

CTSI Professional Competency Framework (CPCF)

Unit 3: Trading Standards Law Part 1

May 2022

Guidance for this examination

Please ensure that you indicate clearly, at the top of the answer booklet, the law viewpoint from which you will be answering: English, Scottish or Welsh.

The examiners may expect candidates to show knowledge of legislation which is in place but not in force (i.e. has been enacted) and regulations which have been made but are not yet in force, if they are directly relevant to the subject-matter of the examination.

Examination structure

There are two sections to the examination paper:

Section A Consists of six questions.
Candidates should attempt to answer three questions.
Total allocation of marks is 30 marks.
Suggested time allocation is 30 minutes.

Section B Consists of four questions.
Candidates should attempt to answer two questions.
Total allocation of marks is 70 marks.
Suggested time allocation is 90 minutes.

Total time allowed – two hours (plus ten minutes' reading time).

Note:

The **Trading Standards Law Part 1** paper is a **closed book**; no materials are permitted to be taken into the examination room.

The examination paper has (5) pages, including this front sheet.

Section A

Candidates should attempt to answer three questions.

Each question carries ten marks.

Total: 30 marks.

1. Explain, using examples and case law, what is meant by a 'misleading action' under The Consumer Protection from Unfair Trading Regulations 2008. (10 marks)

2. Explain the difference between 'mens rea' and 'strict liability' offences and give examples with regards to The Consumer Protection from Unfair Trading Regulations 2008. (10 marks)

3. Part 9 of The Enterprise Act 2002 covers disclosure of specified information.
 - (a) Explain what is meant by 'specified information', giving an example. (4 marks)
 - (b) In what circumstances is disclosure of specified information permitted? (6 marks)(total: 10 marks)

4. When undertaking investigations, you may collect different types of evidence. Identify five different types of evidence and give an example of each. (10 marks)

5. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 provide cancellation rights for off-premises and distance contracts.
 - (a) When do cancellation rights end for sales and service contracts? (4 marks)
 - (b) Identify three of the exemptions from cancellation rights. What is the rationale for these? (6 marks)(total: 10 marks)

6. The Price Marking Order 2004 sets out requirements for how prices of goods must be given to the consumer.
 - (a) Explain how prices must be given; and (4 marks)
 - (b) Identify three of the exemptions from the requirement to indicate a selling price or unit price, and consider the rationale for this. (6 marks)(total: 10 marks)

Section A total of 30 marks.

End of Section A.

Section B
Candidates should attempt to answer two questions.
Each question carries 35 marks.
Total: 70 marks.

7. **Answer both parts:**

(a) Outline your powers when enforcing legislation, such as The Consumer Protection from Unfair Trading Regulations 2008. (15 marks)

(b) You are planning a visit to a local discount store which has been ignoring your advice with regard to in-store price promotions, and comparative advertising. You plan to visit to seize examples of the advertising material that they are using. You have asked the Police to provide an Officer to accompany you, as the Store Manager was quite abusive and obstructive last time you visited. The Police Officer has asked for more details and whether you can enter the premises without notice and without obtaining a 'search warrant'. Explain, with reference to applicable case law, the powers you have and how you intend to carry out the visit and seizure.

(20 marks)
(total: 35 marks)

8. You receive a complaint from Mike. He tells you that a man came to his door last week with a leaflet, which included the name 'All Counties Drive Cleaning' on it and an 0800 number. The man asked whether he would like his driveway cleaned. Mike said he would think about it and went back into the house. Half an hour later, the man knocked at the door again and asked Mike to come and look at his drive. When Mike went outside, the man had power washed a 2m² area in the middle of the drive. The man said he would finish the rest of the drive for £800. Mike was not happy that the man had started the work without his agreement and said that he did not want the drive cleaned, and he started to walk back into the house. The man ran ahead of Mike and blocked the doorway. He said that he would do it for £700, and that it would look bad with just a patch cleaned. It would never all be the same colour again as he'd applied a special waterproof coating. Mike felt uneasy as the man was being quite forceful, so, reluctantly, agreed to let him finish the drive.

A couple of hours later, the man knocked on the door and said that he had finished. Mike had written him a cheque for £700, but the man said he couldn't take a cheque as he was having problems with his bank account; he had to buy materials, so needed payment in cash. Mike told the man that he did not have enough cash at home and asked the man if he could come back later that day, after Mike had been to the bank. The man said that he could take Mike to the bank straightaway. Mike felt pressured and agreed.

Mike also tells you that the man came back to his house two days later, saying that he could also clean his roof and apply the same waterproof coating, which could prevent any leaks.

Mike lives in a 'No Cold Calling' Zone and has a sticker on his door.

Apply the provisions of The Consumer Protection from Unfair Trading Regulations 2008, and The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, to this scenario and identify offences that have been committed. Outline what evidence you will need to gather, how you will do this and any powers that you will need to use to obtain it.

(35 marks)

Section B continues over the page.

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9. Your manager asks you to review complaints that your authority has received against a trader based in your area, The T-shirt Company. There are 30 complaints which relate to late- or non-delivery, and failure to accept cancellation and, subsequently, refund customers.

The T-shirt Company sells via its online store and you review the website to check compliance with The Consumer Contracts (Cancellation, Information and Additional Charges) Regulations 2013. There are various products, including clothing and accessories printed with slogans, some of which include the names of well-known brands.

The website also has a 'special offers' page which is headed "30% off limited time only". At the time you looked at the page, there were 25 items which showed prices as "now only £xx.xx". The listing does not have the previous price and the other items on the website only appear to be 5-10% more expensive than the special offers.

There is no address for the trader. There is a page on the website headed 'refund policy', which states:

"We are an eco-friendly company, and as part of our zero-waste policy we print each item to order. Please check our sizing guides carefully in order to get the right size first time around.

We will happily offer one-time size exchanges within 30 days, to make sure you get the perfect fit.

To complete your return, please email customer services to get your unique returns reference. Any items returned without a note letting us know your unique returns reference is likely to experience long delays, or may not be identified at all.

We do not cover the postage cost of returning the first item back to us, but we will cover the postage costs of sending your new item out to you."

- (a) Compose a letter to the trader, providing advice on compliance with The Consumer Protection from Unfair Trading Regulations 2008 and The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. (25 marks)
- (b) A month later, you have received no response to your letter and the website is still the same. Outline your enforcement options. (10 marks)

(total: 35 marks)

Section B continues over the page.

10. Harry Lamb is the owner of SmartaLam, a home security company. He contacts your office, requesting advice on how to make sure his advertising and sales staff comply with Trading Standards legislation.

SmartaLam sell burglar alarms and CCTV systems, for both domestic and commercial properties. As well as advertising online, where potential customers can book a free consultation, they also run adverts in local business directories, leaflet drops and door-to-door canvassing in residential areas. They target their activity in areas where burglary rates are above the national average.

Harry would like you to deliver some training on the legislation, to his sales and marketing team.

- (a) Prepare an outline of the training session, covering The Consumer Protection from Unfair Trading Regulations 2008, The Business Protection from Misleading Marketing Regulations 2008 and The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

(25 marks)

Harry also asks you what else he can do, as he has been told that he has to undertake due diligence, but isn't sure what this means.

- (b) Explain the meaning of this and advise Harry on what other steps he could take to protect his business.

(10 marks)

(total: 35 marks)

Section B total of 70 marks.

END OF EXAMINATION PAPER.