

CTSI Professional Competency Framework (CPCF) written examination

Unit 1: Regulatory Environment and Enforcement

September 2023

Guidance for this examination

Please ensure that you indicate clearly at the top of the answer booklet, by ticking (✓) the relevant box on the front of your examination 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 Regulatory Environment and Enforcement paper is a **closed book**; no materials are permitted to be taken into the examination room.

The examination paper has six pages, including this front sheet.

Section A

Candidates should attempt to answer three questions.

Each question carries ten marks.

Total: 30 marks.

1. Using case law to assist you, describe the three types of legal mistake. (10 marks)

2. **Answer both parts of the question.**

(a) Using examples, explain what 'bilateral' and 'unilateral' contracts are. (6 marks)

(b) Briefly explain how acceptance of a unilateral contract takes place and what the position is if a party begins to perform the contract and then changes their mind. (4 marks)

(Total: 10 marks)

3. **Answer both parts of the question.**

(a) Parts one and two of the Consumer Rights Act 2015 apply to contracts between a consumer and a trader. How are the terms 'consumer' and 'trader' defined in the Act? (6 marks)

(b) Provide one example of a contract that would fall within the provisions of the Act and one example of a contract to which the Act would not apply. (4 marks)

(Total: 10 marks)

4. **Answer both parts of the question.**

(a) Before engaging in the formal law-making process, proposed consumer protection law changes may be explored in the form of a Green or White Paper. Outline the purposes of these papers and how they are used. (5 marks)

(b) Briefly describe the stages that a Bill must pass through in the House of Commons. (5 marks)

(Total: 10 marks)

Section A continues over the page.

5. Answer both parts of the question.

(a) Explain the purpose of the non-exhaustive list of terms that may be considered unfair, often called the 'grey list,' within the Consumer Rights Act 2015. (4 marks)

(b) Provide three examples of terms or notices that are on the grey list. (6 marks)

(Total: 10 marks)

6. Answer both parts of the question.

(a) Describe how intelligence is used within Trading Standards by describing two practical examples from your workplace. (6 marks)

(b) Identify two advantages and two disadvantages of being an intelligence-led service. (4 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. David purchases a laptop for £450 from his local high street computer store, Binary Computers. He takes it home, places the laptop on his desk and turns it on, as per the instructions provided. Within a couple of minutes after turning it on, it starts to make a whirring noise and sets on fire. It damages David's desk and injures his hand, which was resting on the keyboard at the time. David's husband immediately calls for an ambulance and David is taken to the hospital for his hand to be cared for.

A couple of days later, once David is feeling better, he contacts Binary Computers Limited to tell them what has happened. David asks for a refund for the laptop and the cost of repairing the damage to his desk. He also tells Binary Computers that he is intending to visit a solicitor for advice on making a personal injury claim against them. On hearing this, Binary Computers tell David that he has a two-year guarantee with his laptop, provided by the manufacturer, ABC Manufacturing. They advise him that all of his rights and any personal injury claims should be made against ABC Manufacturing, as they only sell the machines and have no responsibility for them. After the conversation, David also notices that the terms and conditions within the contract he signed in the store before paying for the laptop state that, in the event of any faults with the computer, he is only entitled to a repair or replacement of the machine.

Apply the Consumer Rights Act 2015, contract law, Part 1 of the Consumer Protection Act 1987 and the law of negligence/delict to the above scenario. What rights and remedies may David be entitled to and who would he have these rights against?

(35 marks)

8. Using relevant case law and legislation, explain the different types of misrepresentation and the remedies available for each type.

(35 marks)

Section B continues over the page.

9. Answer all parts of the question.

Trading Standards legislation often refers to offences as 'summary' or 'triable either way'.

- (a) In which courts could a prosecution for each of these offences be taken? How would the case be decided and what is the difference in relation to the penalties associated with each type of offence?
(15 marks)
- (b) What grounds of appeal are open to the prosecutor and defendant, and in which courts within the UK would the appeals be heard in?
(15 marks)
- (c) Identify the criteria that a person must meet in order to be selected for jury duty and two factors that may disqualify someone from jury duty.
(5 marks)

(Total: 35 marks)

10. Answer all parts of the question.

Connor opened his own hairdressing salon three months ago but has experienced some challenging situations since his business opened and he would like your advice. Apply the Consumer Rights Act 2015 and contract law to the below situations and advise Connor, using case law to support your advice.

Connor placed an advertisement in his local newspaper announcing the opening of his new salon. The advertisement stated that the first ten people who attended his salon on the opening day and booked a hair appointment worth at least £50 would receive a free designer hairbrush worth £20 each. The first ten people arrived at the salon, booked their appointment and were given the hairbrushes as per the advertisement. However, five of them then cancelled their appointments.

- (a) Connor wants to know whether they have a binding contract and will have to either book another appointment for at least £50 or return the free hairbrush.
(12 marks)

Last week, Connor had a colour appointment booked in with a lady called Claire. Claire looked through the colour swatches for a long time before deciding on the colour she wanted. Connor mixed the colour as per the instructions, based on Claire's choice, and coloured her hair. When he had finished colouring, drying and styling Claire's hair, she stated she did not like the colour of her hair and refused to pay for it. The cost had been agreed at £80 before the service had begun.

- (b) Claire left without paying and Connor isn't sure whether he has any rights to pursue her for the £80. If he can pursue her, what action he would need to take to recover the £80?
(18 marks)

Question 10 continues over the page.

Connor's friend Luna came into the salon for a quick cut and blow dry last week. As they are friends and she has been to his salon for the same service twice before, Connor didn't specify the price for the service upfront. After he had finished doing Luna's hair and ensured she was happy with it, he asked her for payment of £60. Luna has paid this amount when she has had the same services previously and it is stated on the price list on the wall of the salon. Luna said that amount was too much for a cut and blow dry and she was only willing to pay £40. It was a busy day in the salon, so Connor agreed to talk about the price with Luna later.

(c) He wants to know whether he can insist upon her paying the £60.

(5 marks)

(Total: 35 marks)

Section B total of 60 marks.

END OF EXAMINATION PAPER.