

Examiner's report

CTSI Professional Competency Framework

Stage 1: Unit 3 Trading Standards Law Part 1 Examiner's Report September 2023

General

4 Candidates sat the exam in Sept 2023, marks ranged from 20 to 47. There is a lot of material to study for this paper and candidates need to get a good understanding through the learning and hands on experience dealing with fair trading issues and undertaking investigations.

Overall, most candidates showed a basic understanding of the syllabus for Unit 3, but in most cases, students failed to demonstrate a detailed knowledge in the key areas of the syllabus in particular CPRs, ICACS, and Powers. Some general feedback that applies to all candidates is time management, it's important to enable sufficient time to be spent on each question, it was clear by some of the answers that the candidate had run out of time on some questions having spent far too much time writing detailed answers for Section A questions. One candidate only answered 1 Section B Question therefore a significant number of marks were unavailable. Another important piece of feedback is not only to read the question, but also to understand what the question is looking for. Candidates have a limited time so it is essential that they stick to the relevant points, if the questions ask for an explanation this should be in your own words not reciting definitions, if it asks for case law or examples remember to include them. You can only be awarded marks for including points that relate to the question. Some candidates strayed way off topic or gave answers which did not relate to the question at all. Whilst it can be tempting to fill the page with the things you can remember, this is very unlikely to gain marks and candidates should focus that time on other questions. Finally, try to formulate a structured answer and deal with points in order rather than mixing all together, unless otherwise indicated by the question, write in sentences and paragraphs not bullet points (unless you're running out of time and you may then pick up basic marks).

Section A

Q1

2 candidates answered question 1
Marks ranged from 2 to 5

This question relates to an important concept covered by the Consumer Protection from Unfair Trading Regulations, which is a key part of the syllabus and candidates are required to have a detailed knowledge. Candidates were expected to explain what a "commercial practice" is, this did not have to be word for word as defined in the legislation but the key parts of the definition should have been included. For example, the acts, omissions, representations...etc. made by traders, relating to a product, before, during and after transactions. Neither candidate explained this well, but focussed on what is "unfair" instead, possibly having misread or not understood the question. Case law should have been used to illustrate how the courts have interpreted, *LB Tower Hamlets v Christopher Steele*, *R v X Ltd* and the *Nemzeti* case are all ones which were covered in the learning, but candidates could really have used any CPRs case to illustrate this point.

Q2

2 candidates answered question 2
Marks ranged from 5 to 10

Again this relates to a core element of the syllabus and candidates should know their powers in detail. This question specifically relates to the power of entry under paragraph 23 of the Consumer Rights Act, one which all candidates should be familiar. Firstly, the questions asks how 2 working days' notice should be given, there were 3 key things here, it should be in writing, state the purpose of the visit and the obstruction offence. Then candidates were expected to be able to recall all of the circumstances in which advance notice is not required, and provide valid examples of these. One candidate gave an excellent answer but the second candidate did not cover all of the exemptions and examples weren't sufficient.

Q3

3 Candidates answered question 3
Marks ranged from 3 to 5

This question aimed to test candidates' knowledge of the RIPA / RIPA in terms of directed surveillance. There were marks for correct identification of the legislation and reference to the section stating the definition, and then for identifying the key elements of that definition, for example, covert but not intrusive; for the purposes of a specific investigation/operation, and might gather private information about a person. Candidates were also expected to have a basic knowledge of the authorisation procedure. Answers to this question were very basic and did not show real understanding of the term. In some cases, the examples given were not relevant.

Q4

4 candidates answered question 4
Marks ranged from 4 to 6

The most popular question but average marks scored, candidates did not show a good understanding of the different types of contracts covered by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Answers in relation to distance contracts were the most accurate, but candidates then struggled to define all four types of off-premises contract and none described an on-premises contract according to the legislation and therefore missing a key detail.

Q5

1 candidate answered question 5
Mark 4

This question was again, relating to simple concepts relating to pricing, what is meant by selling and unit price. The candidate did not give a clear explanation here, and missed some of the key elements. More marks were gained for how prices should be displayed.

Q6

0 candidates answered question 6

This question was not so popular, and this reflects the use of the Part 9 of the Enterprise Act in the profession. This topic is in the working knowledge part of the syllabus, so candidates are expected to understand how it impacts on their activities. In this case, in relation to the disclosure of specified information and the circumstances where it can be shared.

Section B

Q7

0 Candidates answered Q7

Mark n/a

This question explored knowledge of a range of pricing provisions from misleading price indications and promotions under the Consumer Protection from Unfair Trading Regulations 2008 as well as eco-claims and the application of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Candidates were expected to write a letter to the trader advising of the potential breaches of the legislation and how these could be rectified. It was expected to include a summary of the key issues, the cancellation rights for distance contracts are incorrect, free delivery claim, cancellation charges and the eco-claim, explain why and how the legislation applies providing further detail on specific breaches. In terms of advice on rectification, candidates should have provided correct advice on compliant practices and taking reasonable precautions and exercising due diligence, using practical examples of what the business could do.

Q8

Question 8 was attempted by 3 candidates

Marks ranged from 6 to 18

Most candidates attempted this question but only one scored just over half marks, the format of the required answer, a plan of a training session, is always one that candidates struggle with. The purpose of this type of question is to get candidates to think about the audience and delivery method and give an outline of what will be discussed using examples relevant to the business. A basic structure with relevant points to cover and examples is what is needed, not a transcript of the full narrative, nor too little detail to enable any marks to be awarded. Candidates got some of the points but most did not really consider the business audience and making it relevant, combining the legal requirements and relating this back to activities the teams could relate to. Candidates didn't do well on the due diligence advice aspect as the second part of the question. Again this is really about thinking through the potential breaches and then specific practices the business can put in place to avoid them such as training, procedures, quality control, auditing.

Q9

Question 9 was attempted by 3 candidates

Marks 15

This was a typical doorstep crime scenario question, broken down into 3 parts. Part a) asked candidates to apply the Consumer Protection from Unfair Trading Regulations 2008 and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. The most common mistake candidates make when answering these types of questions is to jump straight into the offences, without first explaining why the legislation applies and some of the main concepts or definitions – there are always marks to be picked up here. For example, the CPRs prohibit unfair practices aimed at consumers which affect their transactional decisions, they apply to this scenario because there are commercial practices by a trader, then explain what is meant by a commercial practice and a transactional decision, and any other definitions that need to be explained. Candidates should be careful not to go into too much detail or cover ALL of the definitions, but use it as a general introduction paragraph. The same applies to the application of the Consumer Contracts Regs in this question – scope, purpose and definition of an off-premises contract. Once this has been done candidates were expected to identify that Jack was a potentially vulnerable consumer, and again explain why. It is the good practice to go through the sequence of events and clearly identify any practices which breach the various prohibitions. Candidates must ensure that they are relating this specifically to the scenario, not

just saying there are some misleading actions and some omissions – they must identify why. There were a lot of possible offences here, most candidates picked up the majority although there was some confusion around which prohibition certain things would fit into. Secondly, candidates are asked what powers they would use to visit the business and gather the evidence needed. Where a question directs that you are undertaking a visit, this is what you are expected to cover rather than deciding not to visit. The marks were awarded for referring back to all of the relevant powers in the Consumer Rights Act 2015, some candidates did not include reference to legislation and consider other powers to require documents, seize etc. and give examples of what kind of documents they were looking for. The easiest way for candidates to approach this is to think about the offences they identified in part a), what evidence would be needed to prove this and how they would obtain it. The final part of the question, focussed on the telephone calls for service cover, having not read the full question before answering the other parts, some candidate has already included reference to this. The point here was again around powers, using para 14 powers to request information, and gathering other information to be able to investigate. This was only 5 marks but generated a range of different answers, including doing nothing or advising Jack to go to his bank, civil advice but not what they would do in terms of potential criminal investigation, candidates are reminded to be thinking about what is on the

Q10

Question 10 was attempted by 1 candidate

Mark 14

Still generally an unfair trading type question but with a different scenario to a doorstep crime incident. The candidate identified some of the key offences but not all and did not provide sufficient information when explaining the application of the legislation. There were several potential misleading actions, omissions and professional diligence breaches as well as the contracts not complying with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, which made up the 20 marks. The second part, as with most scenario questions looks at investigative actions, again some of the key things were covered but the candidate did not consider all of the potential lines of enquiry relevant to the offences.