

## Examiner's Report

### Qualifications Framework

### Stage 1: Unit 1 Examiner Report May 2025

### Written Examiner's Report May 2025

#### General

21 candidates sat the Unit 1 examination paper during the May 2025 cycle and the marks ranged from 24% to 74%. The pass rate for this paper was just over 90%.

Answering the question set, rather than discussing the topic generally as well as discussing areas of law which is on the syllabus will have achieved the higher marks in this paper. Writing lots of information that is outside the scope of the question unfortunately wastes valuable time and picks up very few marks. Candidates who had a plan and took a logical approach to addressing each part of the question set picked up more marks in the Part B questions than candidates who did not appear to have a plan. **Practicing answering exam questions and tailoring your answers to the questions set is an important part of a candidate's technique in written examination assessments.**

It is also important that candidates are spending enough time and providing a suitable amount of detail for the Part B questions on the paper. **Practicing timing and being guided by the amount of marks on offer can help candidates to maximise the marks they are awarded.**

#### Section A

**Q1** This question was very popular, with 20 candidates choosing to answer it. Marks ranged from 5 – 10 marks.

Some answers provided very good explanations of the key elements of contract formation, such as offer, acceptance, consideration (if relevant), intention to create legal relations etc. but many answers did not include case law, which was part of the question asked. Knowledge of case law is an important part of the Unit 1 syllabus and candidates who fully answered the question achieved the best marks. It was pleasing to see that all candidates achieved a pass for this question, as it is fundamental knowledge on the Unit 1 syllabus.

**Q2** 4 candidates elected to answer this question and the marks given ranged from 1 – 6.

Some candidates didn't answer the question set and discussed the benefits of businesses engaging in Alternative Dispute Resolution (ADR) which picked up very few marks. Although it can be challenging under timed conditions, it is important that candidates take the time to read the question carefully before answering, to ensure they are maximising the marks they can achieve with their answer.

This question was asking about the information requirements set out in the Alternative Dispute Resolution (ADR) Consumer Disputes (Competent Authorities and Information) Regulations 2015,

which required identifying which businesses were exempt from the requirements, a statement that the trader cannot settle their dispute with the consumer, the name and address of the ADR provider and whether the trader is obligated or willing to engage in ADR. The question also asked when the trader should send the letter and so candidates were required to identify that the letter should be sent when the consumer has exhausted the trader's complaint procedure and a 'deadlock' has been reached.

**Q3** 3 candidates chose to answer this question with a range of 4 – 7 marks being awarded.

This question required candidates to outline the key elements of the law of negligence/delict including a duty of care, breach of that duty, explanation of causation and damages etc. all supported by relevant case law. An example of negligence/delict was also required by the question. All candidates successfully passed this question. Some answers did not focus on the question set and did not provide case law or a relevant example. Answering all aspects of the question set will help candidates to maximise the marks they can achieve.

**Q4** 10 candidates chose to answer this question. Marks ranged from 5 to 10.

This question was testing the candidates understanding of the importance of case law. It was pleasing to see some very strong answers given for this question. Some answers provided good examples of key cases but didn't explain the importance of case law, which is what the question asked. Strong answers discussed factors such as the importance of case law in setting precedent, ensuring consistency in interpretation and application, creation of a body of rules, filling gaps in the law where there is no legislation, setting legal presumptions etc. and they also demonstrated their discussion with key contract law cases.

**Q5** This question was a popular choice with 17 candidates choosing to answer it. Marks awarded ranged from 5 to 8.

There was some confusion between how contracts are entered into such as via distance contracts, off premises and on premises contracts and the types of contracts that are governed by Part 1 of the Consumer Rights Act 2015. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 are in the Unit 3 syllabus and are outside the scope of the Unit 1 written examination. Many candidates correctly identified goods, services, digital content contracts between traders and consumers but not many candidates identified that guarantees are covered under the Consumer Rights Act 2015, for part (a) of the question. For part (b), some answers defined the average consumer and discussed vulnerable consumers, rather than the definition of trader and consumer under the Consumer Rights Act 2015. The Consumer Rights Act 2015 is a key part of the Unit 1 syllabus, so it was pleasing to see some strong answers to this question.

**Q6** This question was answered by 9 candidates. Marks awarded ranged from 5 – 9.

Marks were mostly dropped for the 2 marks available in part (a) of this question, but some candidates did achieve full marks for this part of the question. There were some excellent answers to parts (b) and (c) of the question set, demonstrating a good knowledge of the court system and burden of proof requirements in civil and criminal courts.

## Section B

**Q7** 7 candidates selected to answer this question. The marks awarded ranged from 13 - 29 marks.

Candidates who achieved the highest marks for this question adopted a logical approach to each aspect of the question. They provided a detailed discussion of both frustration of contract and the law of mistake/error, including key case law, different types of mistake/error, limitations and exceptions to the general principles. Discussion of the differences between the two doctrines such as frustration involving an unexpected event/circumstance after contract formation, in comparison to an erroneous belief at the time of contract formation in the law of mistake was also given. Finally, the triggering events and legal consequences of both doctrines were also discussed in the stronger answers given by candidates.

There were some impressive answers with really detailed discussion, clearly demonstrating a good level of knowledge of these concepts and the differences between them. Some answers however, lacked detail and demonstrated some confusion between the doctrine of frustration and the law of mistake/error. Candidates should carefully select the questions they choose to answer, ensuring they have sufficient knowledge to address the concepts raised in the question.

**Q8** This question was answered by 6 candidates and the marks ranged from 15 – 29.

This problem scenario question focused on the candidate's knowledge of the requirements under the Consumer Rights Act 2015 relating to unfair contract terms and notices in consumer contracts. This is important knowledge on the Unit 1 syllabus and all candidates should ensure they are familiar with these requirements. It was therefore encouraging to see that all candidates who chose to answer this question achieved a pass for this question.

Some answers lacked detail in relation to the grey list which provides examples of terms that are more likely to be unfair, the blacklist of terms that are automatically unfair and the consequences of unfair terms within a contract. The **Competition and Markets Authority guidance** can be helpful to candidates as part of their revision of this area of law. Some candidates failed to describe the fairness test and to recognise that blacklisted terms are automatically unfair and do not therefore require the fairness test to be applied to them.

Some candidates didn't fully answer all parts of the question, therefore limiting the marks available to them. One candidate demonstrated an impressive knowledge of the grey list and had clearly revised this area, which paid off with an excellent mark. Some candidates discussed areas on the Unit 3 syllabus such as the Consumer Protection from Unfair Trading Regulations 2008 or the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, which were outside the scope of this question.

Candidates who clearly explained the requirements of unfair contract terms in the Consumer Rights Act 2015 and then applied them to the scenario, obtained the highest marks in this question. Discussing the fairness test and when it would apply, as well as clearly setting out any exemptions, the legal consequences of unfair contract terms and notices was also needed.

**Q9** 6 candidates chose to answer this question. Marks ranged from 15 – 29.

This question tested candidates' knowledge of the Regulators' Code or Scottish Regulators' Strategic Code of Practice. A good level of knowledge was demonstrated relating to the requirements of the Code and some good essays provided, which was pleasing to see.

Some candidates did not comment on the quote or directly answer the question set, and some repetition of points were made, which doesn't pick up any extra marks and wastes valuable time. Candidates that had a strategic approach to answering the question achieved higher marks, with many candidates making a plan before they started to write, which appeared to work well for them. Overall, candidates answered this question to a good standard.

**Q10** This question was answered by 16 candidates and was a popular choice. Marks awarded ranged from 10 – 18.

This question was the most popular Part B question for candidates, but with mixed marks awarded. Some good knowledge was demonstrated in places but a scattergun approach from some candidates meant answers weren't focused on the question set or missed out large parts of the scenario, resulting in lower marks being achieved. To maximise the marks achieved for problem scenario style questions, having a logical approach to the question and ensuring all parts of the scenario are addressed is an important skill to practice. This can be done by practicing previous examination papers.

This scenario asked candidates to discuss contract law, misrepresentation and the Consumer Rights Act 2015. Candidates who discussed all three areas in detail and then applied the law to the scenario by discussing the relevant rights and remedies, performed the best in this question. Strong answers included a discussion about contract formation, breaches of contract, oral express statements and the requirements for a guarantee to be in writing. Candidates then discussed contract law remedies that may be relevant.

For misrepresentation, reference to common law misrepresentation and the Misrepresentation Act 1967 (where relevant), the different types of misrepresentation and the remedies available for each type were discussed and then applied to the scenario, with relevant case law being cited to support the discussion.

Finally, candidates needed to identify the relevant rights under the Consumer Rights Act 2015, including identifying that the goods have been installed incorrectly, so Section 15 was likely to be relevant, which some candidates did not identify in their answers. The possible remedies that would apply to the scenario also needed to be discussed. Again, some candidates discussed areas of law that were outside the scope of the question and did not attract any marks.