

## Qualification Framework written examination

### Unit 1: Regulatory Environment and Enforcement

November 2025

### 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 Regulatory Environment and Enforcement paper is a **closed book**; no materials are permitted to be taken into the examination room.

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

Section A

Candidates should attempt to answer three questions.

Each question carries ten marks.

Total: 30 marks.

1. Outline the differences between a condition, warranty and innominate term and explain their significance in contract law, including how they affect any available remedies. (10 marks)
  
2. Explain what privity of contract means and outline the circumstances where a third party may be able to enforce a contract. (10 marks)
  
3. It is important for Trading Standards Officers to understand when and how new consumer protection legislation comes into force. Identify the stages a bill must pass through to become an Act of Parliament and state whether an Act of Parliament is primary or secondary legislation. (10 marks)
  
4. **Answer both parts of the question:**
  - (a) Using examples, explain what criminal law is and its purpose. (7 marks)
  
  - (b) What burden of proof applies to criminal prosecutions and how does this differ from the burden of proof if you were taking civil enforcement action? (3 marks)(Total: 10 marks)
  
5. Explain the difference between an offer and an invitation to treat in contract law, using relevant case law. In your answer, include examples of each and discuss the legal significance of distinguishing between the two concepts. (10 marks)
  
6. Explain the fairness test under the Consumer Rights Act 2015 and its significance in consumer protection law. (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. Using examples, prepare a plan for a talk to a local business group explaining the rights and remedies available to consumers under the Consumer Rights Act 2015, for contracts where:
- the goods have been supplied and installed by the trader, and
  - for goods which also contain digital content.

(35 marks)

8. **Answer all parts of the question.**

Apply the law of negligence/delict, the Consumer Protection Act 1987, contract law and the Consumer Rights Act 2015 to the scenarios below. Discuss the rights and remedies Dafydd may have in these situations and the requirements he would need to prove.

- (a) Dafydd meets his friend Luke for lunch at ABC Café. Luke buys Dafydd a bottle of ginger beer and a ham salad sandwich. After finishing his meal, Dafydd discovers a decomposed slug at the bottom of his ginger beer bottle, which had tasted off during lunch. Dafydd later contracts food poisoning from the ginger beer.

(11 marks)

- (b) Two weeks later, Luke buys Dafydd a candle as an apology for the lunch incident. Dafydd uses the candle as a centrepiece on his one-of-a-kind oak dining table and leaves it lit whilst preparing dinner. On returning to the dining room, Dafydd finds the candle has overheated, melted its holder, and damaged the tablecloth and the oak dining table. The tablecloth cost £50 to replace and having the dining table repaired by a specialist would cost £580.

(16 marks)

- (c) While waiting on the phone to speak to his insurance company about his dining table, Dafydd downloads a free game on his mobile phone. The game contains malware, which damages other paid for games on his mobile phone and causes the phone to malfunction.

(8 marks)

(Total: 35 marks)

**Section B continues over the page.**

**9. Answer all parts of the question:**

- (a) Explain the different types of Alternative Dispute Resolution (ADR) available to consumers in the UK, using examples of each type of ADR to support your explanation. (20 marks)
- (b) Discuss the practical importance of ADR in consumer disputes and how it can resolve issues more effectively than traditional court proceedings. (10 marks)
- (c) Explain the role of the Chartered Trading Standards Institute in relation to ADR. (5 marks)
- (Total: 35 marks)

10. Sarah purchased a used car from ABC Autos, a local car dealership, on 10 April 2025. The vehicle was described as being in an excellent condition with low mileage. Within a week of purchase, she noticed several issues with the car, including an engine that frequently overheats and faulty brakes. Sarah contacted ABC Autos to report these problems, and they asked her to return the car to them so they could examine it. Sarah returned the vehicle to ABC Autos on the 20 April 2025 and agreed for ABC Autos to repair the vehicle.

ABC Autos kept the vehicle for just over a week to carry out repairs and delivered it to Sarah's home on 28 April 2025, just before Sarah went on holiday for two weeks. Sarah arrived back from her holiday on 13 May 2025 and as soon as she drove the vehicle, the engine overheated again, and the brakes were still not working correctly. Sarah was very concerned and called ABC Autos to ask for a refund as she had lost faith in the vehicle and does not believe it is safe to drive.

Sarah had also incurred a week's train fare costs to get to work whilst the car was being repaired and didn't want to be in the same position again. ABC Autos advised her that she could not have a refund because more than 30 days had passed since she purchased the vehicle. They advised her that she would need to give them the opportunity to provide her with a like-for-like replacement vehicle, but it might take them some time to find something suitable for her.

Discuss Sarah's rights and remedies under the Consumer Rights Act 2015 and contract law in this scenario and whether the information provided to her by ABC Autos is correct. Explain what evidence would need to be gathered to prove a breach of Sarah's rights and whether the burden of proof would lie with Sarah or with ABC Autos.

(35 marks)

**Section B total of 70 marks.**

**END OF EXAMINATION PAPER.**