

## Examiner's Report

### Qualifications Framework

#### Stage 1: Unit 1 Written Examiner Report November 2025

### General

4 candidates sat the Unit 1 examination paper during the November 2025 cycle and the marks awarded ranged from 35% to 45%. The pass rate for this paper was 50%.

In this examination cycle, two candidates did not follow the examination instructions and answered more than two questions for Part B of the paper. Only the first two questions answered can therefore be marked and this led to wasted time by the candidates, which could have been spent providing more detail in their first two Part B questions. It is therefore important that all candidates familiarise themselves with the examination paper instructions and ensure they answer the correct number of questions in each part of the examination paper. Part A of the paper requires candidates to select and answer 3 out of the 6 questions provided, with Part B requiring 2 out of the 4 questions to be answered by candidates. Practicing past examination papers and following the instructions set out in them, can help candidates to familiarise themselves with these instructions and to prepare for their examination.

### Section A

**Q1** This question was selected by 1 candidate and was answered very well.

A detailed part of the syllabus for this unit includes knowledge of types of terms within a contract. This question required an explanation of the difference between a warranty, condition and innominate term, including the significance of the breach and how an innominate term may be determined as per the principles of key case law such as the Hong Kong Fur Shipping case.

**Q2** 2 candidates elected to answer this question and the marks given ranged from 2 – 4.

The first part of the question required an explanation of the concept of 'privity of contract.' This could include outlining that in most cases, only parties to a contract can bring an action under a contract, they cannot generally place obligations upon a third party etc. Relevant case law such as *Tweedle v Atkinson* could also have supported the explanation.

The second part of the question required an outline of the circumstances where a third party may be able to enforce a contract. The answer would have some differences between candidates from England and Wales and those from Scotland, due to the differences between the Contracts (Rights of Third Parties) Act 1999 and the Contract (Third Party Rights) Act (Scotland) 2017.

Answers should have included factors such as the requirement that the contract expressly provides that the third party may enforce the term, that the contract confers a benefit on the third party and the third party is identifiable in the contract, for example.

**Q3** 2 candidates chose to answer this question with 3 marks being awarded for both answers.

This question assessed the candidate's understanding of how a Bill becomes an Act of Parliament and that an Act of Parliament is primary legislation. To achieve a good mark for this question, candidates needed to identify the introduction of the Bill into the House of Commons or House of Lords, the first reading, second reading, Committee Stage, Report stage, third reading and the same process in the other House. Finally Royal Assent being granted and then becoming an Act of Parliament.

**Q4** 3 candidates chose to answer this question. Marks ranged from 6 to 9.

It was pleasing to see some strong answers to this question, as it is a detailed area of the syllabus for this unit. With questions that are divided into separate parts, it is important for candidates to ensure they are writing an amount appropriate to the marks on offer for that part of the question. Strong answers provided for part (a) of this question included a clear explanation of criminal law, supported with relevant examples of criminal legislation, such as the Trade Marks Act 1994 and the Fraud Act 2006. A clear discussion of the purposes of criminal law, such as maintaining social order, protecting individuals and property, deterrence, punishment and offences committed against the state or the public, also resulted in good marks being achieved for this question.

For part (b) of this question, candidates needed to identify the difference between the beyond reasonable doubt requirements for criminal law and on the balance of probabilities for civil law.

**Q5** This question was a popular choice with all candidates choosing to answer it. Marks awarded ranged from 3 to 6.

To fully answer this question, candidates needed to provide a definition of an offer, such as a clear, definite and unequivocal proposal made by one party made to another party with the intention to be bound by acceptance. Whereas an invitation to treat is an indication that the party is willing to discuss terms of a contract but is not yet ready to be bound. An offer has a clear intention to enter into legal relations, whereas an invitation to treat does not and an offer is required to form a binding contract. Candidates needed to also provide examples of an invitation to treat and an offer, supported by relevant case law such as Partridge v Crittenden, Fisher v Bell etc.

**Q6** This question was not answered by any candidates.

Unfair contract term requirements in Part 2 of the Consumer Rights Act 2015 is part of the working knowledge within the Unit 1 syllabus and candidates are advised to ensure they are

familiar with these legal requirements. A strong answer to this question would have included mentioning Section 62 of the Consumer Rights Act 2015 and discussing requirements for consumer contract terms and notices. A term is considered unfair if, contrary to the requirement of good faith, it causes a significant imbalance in the rights and obligations under the contract, to the detriment of the consumer (similar wording for a notice). An explanation of the fairness test was also required as well as a discussion about the impact of an unfair term on the contract. Enforcement options such as civil enforcement under Part 3 of the Digital Markets, Competition or Consumers Act 2024 or an injunction to prevent the trader from using the unfair term also needed to be explored.

## Section B

**Q7** 1 candidate chose to answer this question and achieved good marks.

This question asked candidates to prepare a plan for a talk. Marks were therefore awarded for setting out the plan. Candidates were then expected to outline which contracts are covered by the Consumer Rights Act 2015 and discuss Section 15 and 16 of the Consumer Rights Act 2015 and any other relevant Sections of the Act. To achieve good marks in this question, candidates needed to describe the criteria that applies to each of the sections and to clearly explain the relevant rights, such as satisfactory quality, goods must be as described, fit for their purpose as made known to the seller and correct installation. Remedies set out in the Act such as repair, replacement, price reduction, damages and how they apply were also required to be discussed and marks were available for providing clear examples to support the answer given.

**Q8** This question was answered by 2 candidates who both unfortunately failed to achieve a pass mark for this question.

This question required candidates to demonstrate knowledge of negligence or delict in Scotland, the Consumer Protection Act 1987, contract law and the Consumer Rights Act 2015, which tested key areas of the Unit 1 syllabus. It is also important to note that where a question is broken down into parts such as this one, that candidates should use the marks awarded for each part of the question as a guide for how much to write for each part.

Part (a) of the question posed a similar scenario to the famous case of *Donoghue v Stevenson* and required candidates to demonstrate an understanding of the law of negligence and the key elements that needed to be proven such as a duty of care, a breach of that duty, causation and loss incurred due to the negligence. Candidates also needed to discuss any claim for damages that may apply and also to discuss whether contract law, the Consumer Rights Act 2015 and the Consumer Protection Act 1987 would apply.

Part (b) of the question continues Dafydd's unfortunate run of luck and required candidates to discuss the candle and to identify whether contract law would apply. A discussion about the law of negligence/delict and the Consumer Protection Act 1987 was required to be provided and applied to the scenario. For negligence/delict, in addition to identifying the criteria, candidates

were required to consider any contributory negligence that may apply and any damages that could be claimed. For the 1987 Act, candidates needed to outline the criteria that needs to be met to make a claim such as liability for damage, proof of the defect, who the claim would be against etc. and the what Dafydd can and cannot claim for. Candidates needed to identify that the candle cannot be claimed for, for example.

In the final part of this question, the candidate's knowledge of digital content was assessed, in particular their understanding of the application of the Consumer Rights Act 2015 rights and remedies in relation to 'free' games. Candidates were therefore expected to identify that this contract related to digital content and discuss the definition of digital content and that most of the rights and remedies would not apply to 'free' digital content. However, candidates would then need to discuss how the rights in Section 46 differ and what requirements would need to be met in order for the rights and remedies set out in this Section to apply. A discussion about contract law and remedies was also required.

**Q9** 2 candidates chose to answer this question. Marks ranged from 7 – 11.

This question was testing the candidate's knowledge and understanding of Alternative Dispute Resolution (ADR), its practical importance in consumer disputes and the role of the Chartered Trading Standards Institute (CTSI) in relation to ADR providers.

The first part of this question carried the most marks and required candidates to explain the different types of ADR, supported by examples. It was therefore not enough to list different types of ADR without explaining them or providing examples to achieve a good mark in this part of the question. Candidates should consider the number of marks on offer as mentioned above and use the number of marks as a guide as to how detailed an answer to provide. Types of ADR mentioned by candidates include mediation, arbitration, conciliation etc. but these were not explained and examples were not given.

Part (b) of the question required a discussion of the importance of ADR in consumer disputes and how it may be able to resolve disputes quicker than the traditional court route. Factors such as cost, accessibility, improvement of the relationship between the consumer and the business, flexibility and confidentiality are all examples of factors candidates could have discussed in this part of the question.

Finally, five marks were on offer in part (c) for providing a summary of the relationship between CTSI and ADR providers. Candidates could have discussed CTSI as the competent authority, approves non-regulated ADR providers, audits ADR approved bodies, co-ordinates with other competent authorities and reports to Government, ensures fairness, expertise and fairness and raises awareness of ADR requirements with consumers and businesses.

**Q10** This question was answered by 3 candidates and was a popular choice. Marks awarded ranged from 11 – 14.

This scenario assessed the candidates' knowledge of the Consumer Rights Act 2015 and contract law, including any relevant rights. With scenario-based questions like this one, candidates usually

perform better when adopting a methodical approach in their answer. Addressing each part of the scenario can ensure a fuller answer, maximising the marks achieved.

When applying legislation, it is always important to consider who the parties in the scenario are and whether the legislation applies. Therefore, candidates were required to identify that the Act only applies to contracts for goods, services and digital content between consumers and traders. A good answer needed to discuss whether the contract was breached and whether any contract law remedies such as damages, specific performance etc. would be relevant to this scenario. A strong answer would also discuss the criteria for claiming damages, such as they must be reasonably foreseeable and be caused by the breach.

Candidates would also need to have explained Section 9 (satisfactory quality), Section 10 (fit for a particular purpose) and Section 11 (as described) of the Consumer Rights Act 2015. The criteria, exemptions and whether these rights have been breached in the scenario needed to be discussed and the relevant remedies such as short-term right to reject, repair or replacement, price reduction or final right to reject, the criteria for each and whether they apply would also need to be explored to obtain high marks in this question. Answering scenario-style questions from past exam papers can help candidates to practice their approach to this type of question.