

Qualification Framework written examination

Unit 1: Regulatory Environment and Enforcement

May 2026

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 **six** pages, including this front sheet.*

Section A

Candidates should attempt to answer three questions.

Each question carries 10 marks.

Total: 30 marks.

1. English and Welsh candidates:

Identify the two stages of the Full Code Test set out in the Code for Crown Prosecutors and the questions a prosecutor should ask themselves at each of these stages.

(10 marks)

Scottish candidates:

Explain the criteria set out in the Prosecution Code of the Crown Office and Procurator Fiscal Service that must be taken into account by the prosecutor when deciding what action to take in relation to reported crimes.

(10 marks)

2. Using case law and a practical example, explain the doctrine of common mistake/error and the elements that need to be proven.

(10 marks)

3. An important principle in contract law is that contracts are entered into voluntarily by all parties. Discuss why this principle is important and how the following defences/vitiating factors help to preserve this principle, ensuring parties to the contract give their genuine consent:

- duress/force and fear, and
- undue influence.

(10 marks)

4. With reference to examples, explain the role of judicial precedent in the legal system. In your answer, discuss how case law contributes to legal developments and the circumstances in which courts may depart or distinguish from previous decisions.

(10 marks)

Section A continues over the page.

5. Answer both parts of the question.

The Law Commission is currently reviewing Part 1 of the Consumer Protection Act 1987 to explore whether it is still achieving its aims.

- (a) Under the current requirements in the Act, identify who has primary responsibility for a product.

(3 marks)

- (b) Explain how a 'defect' in a product is currently defined and what factors are considered when determining whether the product is defective.

(7 marks)

(Total: 10 marks)

6. Answer both parts of the question.

- (a) Outline the key purposes of criminal law.

(4 marks)

- (b) Explain the following terms and their relevance in criminal law:

- Actus reus
- Mens rea
- Strict liability.

(6 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. Sue Hughes employed BAD Bathrooms to supply and fit a new bathroom suite in her house for the cost of £8,549. When agreeing the contract, Sue selected waterfall taps for her bath and a steam waterfall shower. Unfortunately, when Sue examines the bathroom two days after it had been fitted, she identifies the following issues:

- The taps fitted in the bathroom are not the waterfall taps she selected.
- The steam function on the shower does not work.
- The grouting around the bath hasn't been completed.
- The sink in the bathroom is too shallow and whenever the tap is turned on, all the water splashes out of the sides, making it impossible for Sue to use it.

Write a letter to Sue providing advice on the above scenario and explain all relevant rights and remedies that could apply under the Consumer Rights Act 2015 and general contract law.

In your letter, you should also identify:

- the pre-court protocol requirements she would need to follow if she is unable to resolve the issue with the trader,
- the court Sue would need to make her claim in, and
- the burden of proof that would apply.

(35 marks)

Section B continues over the page.

8. Answer all parts of the question.

You work in Blankshire Trading Standards and have received numerous complaints about a local car park. The car park is close to the office, so you decide to walk over and investigate the concerns raised. On the outside of the car park, it states that the minimum charge is £3. Customers then take a ticket before going through the barrier to enter the car park and have to pay a minimum of £3 to exit. The terms and conditions, such as having to park within the lines of the parking bays and restrictions on time limits, are stated on small notices inside the car park.

In addition to the terms and conditions, there is the following notice:

ParKing Ltd accepts no responsibility for any death or personal injury caused to any person using our car parking facilities.

- (a) Identify the elements of contract formation that would take place when a consumer enters the car park and identify when a contract is likely to be formed between the customer and ParKing Ltd.

(10 marks)

- (b) Using examples, outline the difference between the express and implied terms that may apply in this situation.

(5 marks)

- (c) Explain whether the general terms and conditions and personal injury disclaimer notice on display in the car park are legally binding on consumers, including identifying the relevant law that applies and any potential breaches that may have been committed. Use relevant case law to justify your answer.

(15 marks)

- (d) What action could you take to address any issues you have identified?

(5 marks)

(Total: 35 marks)

Section B continues over the page.

9. Answer all parts of the question.

Discuss the doctrine of misrepresentation, including the following information in your answer:

- (a) The difference between a representation, a term in a contract and a mere sales puff.

(4 marks)

- (b) The requirements needed to establish an actionable claim for misrepresentation, supported by relevant case law.

(8 marks)

- (c) The different types of misrepresentation and their remedies, referring to any relevant legislation or case law.

(23 marks)

(Total: 35 marks)

10. Answer all parts of the question.

- (a) Define 'Alternative Dispute Resolution' (ADR) and identify four different types of ADR available, other than an Ombudsman.

(10 marks)

- (b) Explain the role of an Ombudsman and, using examples, explain their role in the consumer protection landscape.

(10 marks)

- (c) There have been calls for the introduction of compulsory ADR in the home improvement and motor vehicle sectors. Using examples to support your answer, discuss the benefits and disadvantages of this proposal to businesses and consumers.

(15 marks)

(Total: 35 marks)

Section B total of 70 marks.

END OF EXAMINATION PAPER.