

Qualification Framework written examination

Unit 3: Trading Standards Law Part 1

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 Trading Standards Law Part 1 paper is a **closed book**; no materials are permitted to be taken into the examination room.

*The examination paper has **eight** pages, including this front sheet.*

Section A

Candidates should attempt to answer three questions.

Each question carries ten marks.

Total: 30 marks.

1. **Answer both parts of the question.**

The Digital Markets, Competition and Consumers Act 2024 uses the terms “commercial practice” and “trader” when defining unfair practices.

(a) In your own words, explain what is meant by “commercial practice” under the Act.
(5 marks)

(b) Explain what is meant by “trader” under the Act and why correctly identifying the trader is important when considering legal liability and enforcement action.
(5 marks)
(Total: 10 marks)

2. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply different rules to distance, off-premises and on-premises contracts.

Define each of these three types of contract and provide one example of each.

(10 marks)

3. Under Part 4 of the Digital Markets, Competition and Consumers Act 2024, a commercial practice may be unfair if it involves a misleading action or a misleading omission.

Explain the meaning of the terms “misleading action” and a “misleading omission”, and outline the key elements of each, using brief examples to illustrate your answer.

(10 marks)

4. **Answer both parts of the question.**

Paragraph 23 of Schedule 5 to the Consumer Rights Act 2015 provides a power to enter business premises without a warrant.

(a) Explain when two days’ notice is required for entry and what information the notice must contain.
(4 marks)

(b) Outline two circumstances in which an officer may enter without giving notice, providing an example of each.
(6 marks)
(Total: 10 marks)

Section A continues over the page

5. **Answer both parts of the question.**

Civil enforcement of consumer protection law can be taken under Part 3 of the Digital Markets Competition and Consumers Act 2024 (and previously Part 8 of the Enterprise Act 2002).

- (a) Explain what is meant by a “relevant infringement” (or domestic/Part 8-type infringement) for civil enforcement purposes.
(5 marks)
- (b) Give an overview of the civil enforcement process, including consultation, undertakings and orders.
(5 marks)
(Total: 10 marks)

6. **Answer both parts of the question.**

Trading standards investigations may involve directed surveillance and, in some cases, the use of a Covert Human Intelligence Source (CHIS).

Explain:

- (a) What is meant by “directed surveillance” and why authorisation is required.
(5 marks)
- (b) What is meant by a CHIS, and give one example of how this might be used in trading standards work.
(5 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. Answer all parts of the question.

GreenDeceit Ltd is an online retailer selling “eco-friendly” household products and a “GreenDeceit Box”, a monthly subscription box containing a selection of household products supplied each month.

Its website and social media include the following:

- “WEEKEND FLASH SALE – 60% OFF RRP on all GreenDeceit bottles!” with a countdown timer that resets every day.
- Claims that bottles are “made from 100% recycled plastic” and “completely plastic-free packaging”.
- A banner on the homepage states “FREE DELIVERY on all orders”, but at checkout some customers are charged £4.99 delivery unless they spend over £50.
- The order page includes a tick-box (pre-ticked) that signs customers up to a GreenDeceit Box subscription at £25 per month; details of the subscription minimum term are in lengthy terms and conditions at the bottom of the page.

The complaints you have received include:

- Customers not receiving the advertised free delivery.
- Customers being enrolled into the subscription without realising.
- Some customers saying the bottles are not obviously anymore “eco” than standard products.
- Difficulty finding cancellation information or contact details on the website.

(a) Identify and explain potential unfair commercial practices under the Digital Markets, Competition and Consumers Act 2024 in relation to GreenDeceit’s pricing, subscription and “eco” claims.

(14 marks)

(b) Identify breaches of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 in relation to the contracts and subscription, and explain the consequences of those breaches.

(10 marks)

(c) Outline the evidence you would seek to collect and the powers you may use to investigate GreenDeceit Ltd.

(11 marks)

(Total: 35 marks)

Section B continues over the page

8. Answer all parts of the question.

UrgentRoof Solutions Ltd operate in an area designated as a Cold Calling Control Zone where residents are displaying stickers at their doors stating, "No cold calling - Please leave and do not return".

Several complaints have been received from older residents:

- Salesmen call uninvited, leave glossy leaflets and return later the same day.
- Without permission, they start scraping moss from a patch of roof or cleaning a small area of wall "to show what can be done", then demand between £800 - £2,000 to complete work.
- Without any factual basis, they tell residents that if work is not carried out urgently there is a serious risk of structural damage and that "the council could fine you if you don't sort it out".
- When customers reluctantly agree to the work being done, the cost of the work increases during the visit and customers are pressured to pay cash immediately or are driven to the bank.
- Customers either receive no paperwork or only a cash receipt; none have received written cancellation rights or any written quotation.

(a) Apply the Digital Markets, Competition and Consumers Act 2024 and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 to this scenario and identify potential offences.

(20 marks)

(b) Explain the consumers' position where the trader has started work immediately, in relation to cancellation rights and payment.

(5 marks)

(c) Outline the evidence you will need to gather and the powers you will use to obtain it

(10 marks)

(Total: 35 marks)

Section B continues over the page.

9. Answer all parts of the question.

ScarceMarket is a large online marketplace used by multiple third-party sellers. ScarceMarket is based in the United States of America, and third-party sellers are based both in the UK and worldwide.

A coordinated intelligence project reveals:

- Many sellers listing products with misleading price reductions and “limited time” countdowns that appear to reset.
- Repeated complaints that some sellers use fake “eco” labels and make unsubstantiated environmental claims.
- Some sellers offering secondary tickets for events without required information.
- ScarceMarket’s own team has been warned about these issues by several local authorities but has not taken effective steps.

You are asked to consider civil enforcement action.

- (a) Explain what is meant by a “relevant infringement” for the purposes of civil enforcement under Digital Markets, Competitions and Consumers Act Part 3 and apply this concept to the cross-border operation of an online marketplace and its third-party sellers. (10 marks)
- (b) Outline the civil enforcement process you could follow in this scenario, including consultation, undertakings and court orders, and explain how enhanced consumer measures could be used against the platform and/or sellers. (15 marks)
- (c) Part 9 of the Enterprise Act 2002 restricts disclosure of specified information. Explain how this affects sharing information about ScarceMarket/sellers between authorities and other bodies and identify at least two gateways for disclosure. (10 marks)
- (Total: 35 marks)

Section B continues over the next page

10. Answer all parts of the question.

You are leading Operation MIRROR, an investigation into a trader suspected of supplying counterfeit and lookalike consumer products through an online store and a warehouse distribution unit.

The products closely resemble well-known branded goods, featuring packaging, logos and colour schemes that are similar to established brands. In many cases, brand names have been subtly altered, such as using “VoltPlus+” instead of “VoltPlus”. The trader also makes claims like “equivalent to leading brand performance” and “same quality as major brands”, which further suggest an attempt to mimic the appearance and reputation of recognised products.

Complaints and intelligence indicate that some customers believed they were purchasing genuine branded goods, while competing businesses have claimed that the trader is unfairly copying established branding and misleading consumers. In addition, a consumer reported that one of the electrical items supplied overheated and caught fire during use.

The trader holds large volumes of packaging, labels and finished products at the warehouse.

Sales are primarily online, with high volumes shipped nationally.

Over several months:

- Officers have used directed surveillance to observe deliveries and collections at the warehouse.
- A former employee has agreed to act as a Covert Human Intelligence Source (CHIS), providing information about sourcing, packaging and internal practices.
- Documents, digital records and test purchases have been obtained during the investigation.

(a) Explain, with examples, the different types of offences and unlawful practices that may arise in this scenario, including:

- Trade mark / counterfeit offences.
- Unfair commercial practices under the Digital Markets, Competition and Consumers Act 2024.
- Misleading marketing affecting businesses under the Business Protection from Misleading Marketing Regulations 2008.

(15 marks)

(b) Explain, with examples, the different types of evidence you are likely to rely on in this investigation and how you will maintain continuity of evidence.

(10 marks)

(c) Explain how your use of directed surveillance and a CHIS must comply with RIPA or RIP(S)A, including authorisation and the considerations of necessity and proportionality.

(5 marks)

Question 10 continues over the page

English and Welsh Candidates only:

- (d) Outline your duties under the Criminal Procedure and Investigations Act 1996 in relation to recording, retaining and disclosing unused material, including sensitive material.

Scottish Candidates only:

- (d) Outline your duties under the Criminal Justice and Licensing (Scotland) Act 2010 in relation to recording, retaining and disclosing material.

Outline when a Prosecutor would disclose this material.

(5 marks)

(Total: 35 marks)

Section B total of 70 marks.

END OF EXAMINATION PAPER.