Qualifications Framework Examiner's Report

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Stage 1: Trading Standards Law Part 1 Examiner's Report May 2026

General

Twelve candidates sat the paper. Overall performance was mixed, with marks spread across the cohort. The stronger responses were characterised by clear structure, accurate use of legislation and application of legal principles to the facts. Less successful answers tended to rely on partial definitions, omitted key statutory elements or failed to address all parts of the question. Performance in Section A was generally sound, although specific mark-bearing points were frequently missed. Section B proved more discriminating and differentiated more clearly between levels of candidate performance.

Section A

Q1 Attempted by 4 candidates - Mark range: 3 – 10

Most candidates demonstrated a reasonable understanding of the terms. To gain access to the higher marks, candidates were expected to address both limbs of the question separately and with sufficient precision.

In relation to commercial practice, the more successful answers identified that the term encompasses any act or omission by a trader connected with the promotion or supply of a product to a consumer, or a consumer's product to a trader, and that it may arise before, during or after a transaction. Stronger responses also recognised that this may include advertising, marketing, sales conduct, aftersales conduct and complaint handling, and that the practice may be a one-off act or part of a broader strategy.

A frequent omission was failure to recognise the full temporal scope of the definition. In relation to trader, the more successful candidates explained not only that the term refers to a person acting for purposes relating to their business, including those acting in the trader's name or on the trader's behalf, but also why identification of the trader matters in practice. Marks were available for reference to liability, the application of the legislation in a business-to-consumer context, and the identification of the person against whom enforcement action may be taken. Responses which reproduced only part of the statutory wording without explanation were limited in the marks available.

Q2 Attempted by 8 candidates -Mark range: 5 – 9

Most candidates were able to identify the three contract types, although definitions were often imprecise. To secure the higher marks, candidates were expected to provide accurate legal definitions supported by a clear example of each type.

For distance contracts, the more successful responses explained that the contract must be concluded under an organised distance sales or service scheme, without the simultaneous physical presence of trader and consumer, using exclusively means of distance communication up to and including the point of conclusion.

For off-premises contracts, stronger answers recognised the broader definition, including contracts concluded in a place other than the trader's business premises while both parties are physically present, contracts concluded immediately after an off-premises approach, and contracts made during an organised excursion.

For on-premises contracts, the key point was that this is the residual category, namely any contract which is neither distance nor off-premises. A number of candidates treated on-premises simply as a contract made in a shop and did not address the wider meaning of off-premises. Some responses included discussion of cancellation rights and pre-contract information; however, this was not required by the question and did not attract marks. The stronger answers remained focused on classification and supported each definition with a straightforward and relevant example.

Q3 Attempted by 8 candidates - Mark range: 6 – 9
This question was generally answered well. Most candidates were able to explain both concepts and many included reference to the transactional decision element.

To reach the top of the mark range, candidates were expected to distinguish clearly between misleading actions and misleading omissions and to identify the principal components of each. In relation to misleading actions, the more successful answers explained that the practice may involve false information or information presented in a manner which deceives or is likely to deceive the average consumer about the product, the trader or another relevant matter.

Better responses also recognised that the concept includes creating confusion with another trader's marks or falsely claiming adherence to a code of conduct. Higher-scoring answers then linked this to the requirement that the practice causes or is likely to cause the consumer to take a different transactional decision.

In relation to misleading omissions, marks were available where candidates explained that material information needed for an informed decision is omitted, hidden, obscured or presented unclearly, or where the commercial intent is not made clear when it is not otherwise apparent. Stronger responses also recognised that information required by law may amount to material information for this purpose. The best answers illustrated both concepts with brief and relevant examples. Less successful responses tended to define the concepts only in broad terms or omitted some of the recognised ways in which a misleading action may arise.

Q4 Attempted by 6 candidates - Mark range: 5 – 10
Most candidates identified the requirement for two working days' notice. To achieve full marks, candidates were expected to answer both parts distinctly and to include the practical detail required by the legislation.

In relation to notice, the more successful responses stated that two working days' written notice is required for routine entry to business premises, other than a dwelling, and that the notice must state the purpose of the visit, why entry is necessary and that obstruction is an offence. Failure to mention the obstruction point was a common omission.

In relation to entry without notice, candidates were expected to identify two separate circumstances, explain each briefly and provide an example linked to each circumstance. Better responses referred to matters such as suspicion of a breach, circumstances in which notice would defeat the object of entry, imminent risk to health or safety, market surveillance activity, or waiver by the occupier.

Candidates who identified only one circumstance, or who listed circumstances without illustration, were unable to access the full range of marks. The stronger answers demonstrated not only knowledge of the rule, but also understanding of the circumstances in which advance notice may properly be dispensed with.

Q5 Not attempted by candidates.
No candidates attempted this question. The examiner was expecting a concise two-part answer addressing both the legal definition and the enforcement process.

In the first part, candidates were expected to explain that a relevant infringement, or domestic/Part 8-type infringement, involves breach of specified consumer protection legislation by a trader acting in the course of business, where that breach harms or is likely to harm the collective interests of consumers.

To gain full marks, it would not have been sufficient merely to refer to a breach of consumer law; reference was needed to specified legislation, collective consumer harm and the business context.

In the second part, candidates were expected to outline the civil enforcement process under the current regime, including consultation or engagement with the trader, the opportunity for undertakings to be given, and the possibility of a court order where undertakings are not offered, are inadequate or are breached.

Better answers would also have referred to enhanced consumer measures, including redress, compliance and choice measures. A likely weakness in any attempted response would have been confusion between civil and criminal enforcement, or a failure to explain the sequence of the civil enforcement process.

Q6 Attempted by 10 candidates -Mark range: 4 – 9
Performance on this question was mixed. To score highly, candidates were expected to define directed surveillance with reasonable precision and then explain why authorisation is required. The more successful answers identified that directed surveillance is covert, not intrusive, undertaken for the purposes of a specific investigation or operation and likely to result in the obtaining of private information about a person. The strongest responses also recognised the exception relating to immediate response situations where it is not reasonably practicable to obtain authorisation in advance.

On the issue of authorisation, marks were available for reference to necessity, proportionality and protection of Article 8 rights, rather than a bare statement that approval is required. In relation to CHIS, stronger answers explained that this is a person who establishes or maintains a relationship for the covert purpose of obtaining or disclosing information, or providing access to information, to an investigator.

Better responses also referred to the requirement for formal authorisation and, where relevant, judicial approval arrangements for local authorities. A relevant trading standards example was required to access the final marks. Common weaknesses included incomplete definitions, limited treatment of necessity and proportionality, and only minimal explanation of the authorisation process.

Section B

Q7 Attempted by 9 candidates - Mark range: 11 – 35
Candidates generally identified the misleading actions relating to price promotions, countdown timers and environmental claims. To perform well, candidates were expected to adopt a structured approach, dealing separately with each part of the question and identifying the relevant legal issues within each.

Under the DMCC, the stronger answers outlined the purpose of the unfair commercial practices regime before applying it to the facts. Marks were available where candidates distinguished clearly between misleading actions, misleading omissions and any aggressive or unfair design features.

Higher-scoring responses identified issues such as false or misleading price advantage claims, including a 60% RRP claim where the reference price may not have been genuine or the sale may have been continuous, the resetting countdown timer as a misleading limited-time pressure technique, the claim of ‘free delivery’ where unavoidable charges were later added, and environmental claims which may have lacked substantiation.

Better answers also considered the pre-ticked subscription box and poor visibility of cancellation information as potentially unfair practices and, where appropriate, linked the facts to relevant prohibited practices, including misleading limited-time offers, presenting something as free where unavoidable charges are payable and drip-pricing concerns.

Under the CCR/ICACs, candidates were expected to recognise that the arrangements were distance contracts and to identify the missing or unclear Schedule 2 information, including trader identity and address, total price, delivery charges, subscription duration, contact details and cancellation rights.

Stronger responses then explained the consequences of breach, rather than merely listing them, particularly in relation to the extension of cancellation periods where the required information had not been properly provided, and the distinction between distance contract consequences and the separate criminal offence for failure to give cancellation rights in off-premises contracts. In the evidence and powers section, the more successful answers went beyond screenshots and complaints and referred to a full capture of the online purchasing journey, order records, consumer evidence, substantiation for the environmental claims, supplier information, testing or verification of recycled-content claims, and the use of Schedule 5 powers to obtain documents, electronic records and relevant materials. Common weaknesses included confusion between the different forms of unfair practice, vague treatment of consequences and limited explanation of investigatory powers.

Q8 Attempted by 9 candidates - Mark range: 14 – 29/35

Most candidates recognised the misleading and aggressive elements of the scenario. However, many did not address misleading omissions with sufficient precision.

To achieve the higher marks, candidates were expected to organise the answer by legal framework and by part of the question. Under the DMCC, the stronger responses identified misleading actions in the statements about urgent structural risk and alleged council fines, aggressive practices in the pressure selling, repeat visits, commencement of work without consent, taking consumers to the bank and ignoring indications that the trader should leave, and misleading omissions in the failure to provide clear information about the trader, the work, the pricing structure and cancellation rights.

Better answers also recognised the relevance of the Cold Calling Control Zone and the ‘do not return’ signs when considering prohibited or aggressive practices. Under the CCR/ICACs, stronger candidates clearly identified the agreements as off-premises contracts and then applied the relevant information and cancellation requirements. The examiner was particularly looking for explanation that, where work starts during the cancellation period, the trader must obtain the consumer’s express request together with the required acknowledgement.

Many candidates referred loosely to a ‘waiver’; however, the stronger answers used the correct legal approach and explained the consequences of non-compliance, including the consumer’s continuing cancellation rights and the trader’s inability, in some circumstances, to enforce payment. In the evidence section, most candidates were able to identify statements, leaflets, receipts, bank records and CCTV.

The stronger responses, however, linked that evidence to the issues in dispute and referred to expert evidence on the necessity or value of the work, together with the relevant Schedule 5 powers to obtain trader records and other materials. In this question, evidence was generally stronger than legal analysis, although the best scripts combined both effectively.

Q9 Not attempted by candidates

No candidates attempted this question. The examiner was expecting a structured answer addressing each of the three parts in turn.

In the first part, candidates were expected to define a relevant infringement for civil enforcement purposes and then apply that concept to the online marketplace model. Stronger answers would have recognised that repeated misleading price claims, false environmental claims and secondary ticketing breaches by third-party sellers may amount to relevant infringements where they involve breach of specified consumer protection legislation, have a sufficient UK connection and harm the collective interests of consumers. Better responses would also have considered the role of the platform itself, particularly where it had been placed on notice of the practices and had failed to take effective action, and whether it could be treated as an enabler or trader in relation to the practices.

In the second part, candidates were expected to explain the stages of the civil enforcement process, beginning with consultation and engagement with the platform and sellers, moving to undertakings and, if necessary, court orders where undertakings were not adequate or were breached.

Higher-mark answers would also have explained how enhanced consumer measures might be used in practice against sellers and, potentially, the platform, for example through redress such as refunds or compensation, compliance measures such as improved monitoring systems and listing controls, and choice measures such as clearer consumer information.

In the final part on Part 9 of the Enterprise Act 2002, stronger answers would have explained that specified information obtained in the exercise of statutory functions cannot be disclosed freely and would have identified at least two disclosure gateways, such as consent, facilitating statutory functions, civil proceedings or ADR, criminal proceedings, or disclosure to overseas public authorities. A likely weakness in any attempted answer would have been failure to move beyond general statements about information sharing and to explain how the gateways operate in practice.

Q10 Attempted by 5 candidates - Mark range: 11 – 21/35

Most candidates identified trade mark and counterfeit issues. To access the upper mark range, candidates were expected to separate the different legal regimes and explain how each arose on the facts.

Stronger answers identified the potential trade mark offences arising from the use of identical or similar signs on goods, packaging and labels, together with possession and supply of counterfeit goods, and the significance of confusing branding and lookalike presentation.

Under the DMCC, better responses explained how consumers may be misled into believing that the goods were genuine or equivalent to a leading brand, and how claims of equivalence, the presentation of the goods and safety-related representations may affect transactional decisions.

Under the BPRs, the examiner was looking for recognition that misleading marketing may affect competing businesses as well as consumers, including unlawful comparative claims, claims such as ‘same quality as major brands’, imitation or replica-style representations and taking unfair advantage of competitor reputation or goodwill.

Stronger answers also considered the scale of the operation, consumer confusion, intent, economic harm and the link between counterfeit goods and consumer detriment. In the evidence section, many candidates referred to witness statements, website material and seized products. The stronger answers, however, categorised the evidence as witness, documentary, real, digital and expert evidence, including brand owner authentication evidence, and explained what each type of evidence would prove. The examiner also expected explanation of continuity, both why it matters and how it is maintained through labelling, sealing, exhibit registers, audit trails, secure storage and handling procedures.

On the RIPA and CHIS aspect, performance was generally stronger, although the better responses addressed authorisation, judicial approval where applicable, necessity, proportionality, collateral intrusion, Article 8 and review, renewal or cancellation of authorisations, rather than simply naming the legislation.

The CPIA aspect was the weakest element of the question. Stronger answers explained the duties to record and retain relevant material, defined unused material, and referred to the disclosure officer role, disclosure schedules, sensitive and non-sensitive material and the disclosure test for material which may undermine the prosecution or assist the defence.

A number of candidates appeared to run short of time and did not develop this final part sufficiently.

Recommendations for future candidates

- Read each question carefully and ensure that all parts of the question are addressed, including examples where required.
- Apply the relevant law to the facts rather than relying solely on definitions.
- Include the key statutory elements needed to access the higher marks.
- Use clear structure in longer answers, for example by separating offences, evidence, powers and outcomes.
- Develop confidence in civil enforcement processes and evidential requirements.