

CTSI Professional Competency Framework (CPCF) written examination

Unit 1: Regulatory Environment and Enforcement

September 2020

Guidance for this examination

Please ensure that you indicate, by ticking (✓) the relevant box on the front of your examination 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 (five) pages, including this front sheet.

Section A

Candidates should **attempt to answer three questions.**

Each question carries ten marks.

Total: 30 marks.

1. Under the Consumer Rights Act 2015, consumers have a right, in certain situations, to reject goods that are not of satisfactory quality. Explain when a consumer will be able to exercise their right to reject goods and when this might not result in a full refund.
(10 marks)
2. Part 1 of the Consumer Protection Act 1987 provides a remedy for people who have been injured by a product that they have not purchased. Explain when a person can use this right, who they would be able to claim against and for what they can and can't claim.
(10 marks)
3. Explain how the elements of a contract apply when a consumer buys goods from a trader's website. Use practical examples of the buying process and relevant case law to illustrate your answer.
(10 marks)
4. With reference to the Consumer Rights Act 2015, describe a consumer's rights when they contract for a service with a trader. Use practical examples to explain what this means.
(10 marks)
5. The Regulators' Code outlines six principles for Trading Standards Services to follow when carrying out their regulatory activities. State any three of these principles, and what each of those means in practice.
(10 marks)
6. What is the purpose of civil and criminal law? Using an example of a typical consumer complaint received by Trading Standards, explain why it may be easier for a consumer to prove a civil claim than it would be for Trading Standards to prove a criminal offence.
(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. Edna Bouquet, seventy-five years old, visited Shady Electrics to buy a fridge/freezer to replace her current one that had broken down after 20 years' use. Edna has limited income, so she chose Shady Electrics because they sold pre-owned appliances at prices that she could afford.

Edna saw a line of ten appliances that were of the right size and price range for her. Each appliance was placed right next to another, so she could only open the door and look inside; the person who helped her choose said that he was not allowed to move any of the appliances for health and safety reasons. Mary chose an Easyfreeze model and paid £75 cash; she declined to pay £5 for a 30-day guarantee but did pay an additional £10 for delivery.

The fridge/freezer was delivered the next day and installed next to her kitchen worktop and cabinets. This meant that the right-hand side of the fridge/freezer was visible and permanently on display. To her horror, she discovered a massive dent and signs of rust halfway up the right-hand side of the fridge. She pointed this out to the delivery person, who said that it wasn't their problem and told her to contact the shop, then left immediately.

Edna immediately rang Shady Electrics to complain and demanded a full refund. She was told that she was not entitled to any money back because the freezer was working and she had not paid for their 30-day guarantee. She was also referred to a statement on her receipt, which she received after she had paid for the goods, stating: "All of our appliances are checked for safety and to ensure that they are working before they leave our store. Therefore, you will not be entitled to request a refund unless you have purchased our 30-day guarantee". She was also told that the dent was visible when she decided to purchase that particular model and, therefore, she had bought what she had seen in the store.

- a) Does the fridge/freezer conform with the Consumer Rights Act 2015? If not, why not?
(15 marks)
- b) What remedies are available for Edna if the fridge/freezer does not conform with the Consumer Rights Act 2015?
(10 marks)
- c) Does the statement on the receipt limit Edna's rights and remedies, and why? What civil action could Trading Standards take with regard to the receipt, and why?
(10 marks)
(total 35 marks)

8. Prepare a briefing for a group of new Councillors, whose Committee will be responsible for Trading Standards, on the Intelligence Operating Model. They have asked for the following information:
- a) What is intelligence, where does it come from and how do you assess its quality?
(10 marks)
- b) How is intelligence used locally, also regionally and nationally, and what are the benefits to your Service of using the model?
(25 marks)
(total 35 marks)

Section B continues over the page.

9. Sam and Mark are setting up home together and are trying to buy the furniture and appliances that they need. Unfortunately, their plans are not progressing as well as they had hoped. Apply contract law, citing appropriate case law and the Consumer Rights Act 2015, to the three situations below.

a) Mark saw a flat screen television advertised on the noticeboard where he works. The advert stated “28 inch flat screen TV, an unwanted present so never used. £20. Tel 01234 567890”. He rang the number shown and arranged to go round to buy the TV; the seller was in a rush to go out, so their phone conversation was limited to fixing the date and time.

Mark went round to see the TV, with every intention to buy it. However, having seen the brand new boxed item and offering a £20 note to pay, the seller said that he had made a mistake and the selling price was actually £200. He said that he would let Mark have the TV for £180, as a gesture of goodwill. Mark refused and said, as it was advertised at £20, that would be what he would pay. The seller showed him out of the door, ignoring Mark’s threats to call the Police and to sue.

(10 marks)

b) Sam had spoken to a friend, Ryan, who was planning to sell his leather three-piece suite. Ryan did not know what to ask for it, so Sam suggested £200. Ryan said that he wanted time to think about it. Sam heard nothing for over a week, so emailed Ryan saying that he desperately needed to know, one way or other, whether the suite was for sale. He told Ryan that he had a van hired for the weekend and wanted to collect the suite then, or go and find one elsewhere. He told Ryan that he would increase his offer to £250 and, if he did not hear otherwise, would turn up on Saturday with the money and collect the three-piece suite.

Sam arrived at Ryan’s house on Saturday in the van and with £250 in cash, as Ryan had not responded to his email. Ryan opened the door and asked Sam what he was doing there. Sam said that he had come to collect the suite. Ryan told him that the suite was no longer for sale, because his partner had decided that she did not want to change what they had. Sam was angry and said that they had a deal, because Ryan had not told him that he was no longer willing to sell. Ryan responded angrily that he could not be blackmailed into selling the suite and had no intention of doing so.

(10 marks)

c) After being so badly let down by Ryan, Sam stormed around to a local furniture store and signed a contract for a new leather three-piece suite, costing £750. Having selected what he wanted, the saleslady completed an order form, which Sam signed without bothering to read anything beyond the price and the all-important delivery date: two weeks’ time. He was told that the suite was in a warehouse and would be delivered from there. He paid £100 deposit by cash and was told that the balance could be paid by bank transfer before the delivery date.

Sam then rang Mark to tell him what he had done. Mark was not happy and said they could not afford it, particularly because he had just spent £150 on a new TV, having being scammed by the person to whose advert he had responded. He told Sam to go back in the store to cancel his order immediately; he said that he should have seven days to do so. Sam went back into the store and said he wanted to cancel his order. The saleslady said that the store did not give a right to cancel, because they were not required by law to do so. She told him that he would lose his £100 deposit, pointing to a term on the order that Sam had signed which stated that the deposit would be forfeited if the client did not allow delivery and pay for the item in full. Sam was very angry because he said he had lost £100 by simply walking out of the store and walking back in again. The saleslady said that was his problem – he should not have rushed into buying and should have read the contract before signing it.

(15 marks)

(total 35 marks)

Section B continues over the page.

10. Explain how the Consumer Rights Act 2015 controls the use of unfair terms. Your answer should cover the following:
- a) The types of terms that are prohibited and the tests that are applied to terms. (20 marks)
 - b) The effect on a contract that is found to contain unfair terms. (5 marks)
 - c) Regulatory action that can be taken, and by whom, to prevent unfair terms being used. (10 marks)
- (total 35 marks)

Section B total of 70 marks.

END OF EXAMINATION PAPER.