

CTSI Professional Competency Framework (CPCF) written examination

Unit 1: Regulatory Environment and Enforcement

November 2019

Guidance for this examination

Please ensure that you indicate, by writing 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 **six** pages, including this front sheet.*

Section A

Candidates should attempt to answer three questions.

Each question carries 10 marks.

Total: 30 marks.

1. Explain what makes an offer different from an invitation to treat. Use case law to illustrate your answer.
(10 marks)

2. According to National Trading Standards, “*At the heart of the IOM is the effective use of intelligence.*” What is intelligence and where can it be found? How does the Intelligence Operating Model help the work of local Trading Standards Services?
(10 marks)

3. (a) What steps is a trader legally required to take, with regard to alternative dispute resolution (ADR), if they are unable to resolve a dispute with a consumer?
(3 marks)

(b) What are the benefits and disadvantages of ADR compared to court action?
(7 marks)

(total 10 marks)

4. There is no use writing terms if they don't form part of the contract. Explain, using case law, how terms are incorporated into a contract.
(10 marks)

5. How does the Consumer Rights Act 2015 control the use of unfair terms in business to consumer contracts?
(10 marks)

6. According to the Consumer Rights Act 2015, goods must be of satisfactory quality. Using practical examples, explain what this means.
(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. Angus took his girlfriend, Freya, shopping into Grantchester, on Saturday morning. He wasn't familiar with the town but found a car park that appeared to have been set up on a site where an old building had been demolished. As he entered the car park, he saw a sign saying that parking was £5 per day. He paid his money to a gentleman in a hut at the entrance; he was not given a ticket and was told that he did not need one because "no one will get in here without paying, mate".

When they got back from shopping, he found that some bricks had fallen on to his car from a wall, by which he had parked, that had not been demolished properly. The bricks had dented his car wing. He drove to the hut and complained about the damage caused. The gentleman on the gate pointed out notices positioned around the site that said that Demolition Parking did not accept any responsibility for any death, personal injury or damage caused to cars whilst parked on the site. He told Angus that he accepted the risk by entering the car park and paying the fee. Angus said that he had not seen the signs as they were nowhere near where he had parked; there was nothing by the entrance and he had not been given any printed ticket. He was told that it made no difference and was advised to leave before some more bricks fell on to his car!

Freya was also very angry because she had seen an advertisement for the opening of a new clothes shop, 'Movie Star Dreams'. The advert said that the first 50 people to turn up dressed as a character from a movie would receive a free leather handbag but, although she was 10th in the queue, she was told that the handbags had all gone. When she challenged this, on the basis that they should have 50 available, as advertised, she was told that there had been a mistake – there were only five handbags to give away. Freya said that this was wrong but she was told that, as she had not bought anything, she had no right to expect anything for free. Freya was also very embarrassed because she had walked to the shop, in the middle of the morning, dressed as Mary Poppins!

Analyse both Angus's and Freya's legal positions, using contract law, negligence/delict and the Consumer Rights Act 2015. Would it have made a difference if Angus had used the car park before?

(35 marks)

Section B continues over the page.

8. Marcus bought a new Ellis towing caravan from Blankstone Tourers. He paid the £17,500 purchase price by bank transfer. When he arrived home, he found that a crack had appeared in the outer glazing layer of the front windscreen. When he looked inside the caravan, he found that the fridge door was open. On further examination, he found that the crack did not suggest that the screen had been hit by anything, such as a stone, and also that the door mechanism on the fridge was not locking shut properly, as it should.

Marcus rang Blankstone Tourers and spoke to the Sales Manager. She told him that both of these issues were known problems that could occur with this model. She said that the fridge door could be fixed very quickly with a new catch; she was happy to send a fitter over to replace it – it would only take five minutes to do this. With regard to the front windscreen, she said that the manufacturer was waiting for new parts from Sweden and they were not expected for another six weeks. Marcus said that he was due to go away on holiday with his family to France in two weeks' time, so that was not acceptable. The Sales Manager said that all she could do was to get her fitter to put strong sticky tape over the crack which should hold if he drove carefully and did not exceed 50mph. She also said that the delay was not their fault and was down to Ellis (the manufacturer) and, if he felt aggrieved, he should take this up with them.

Apply the Consumer Rights Act 2015 to Marcus's situation. In particular, consider the following:

- Who is responsible, in legal terms, and why?
- What are his rights?
- What are his remedies if the caravan does not conform?

Discuss the practical implications for Marcus of the remedies that you have identified and how he might proceed.

(35 marks)

Section B continues over the page.

9. Ranjit has purchased a new kitchen from his local DIY Store. He asked for some recommendations for someone to fit the kitchen for him and was recommended by the Store to contact Brian Skilful, who was “very reliable”.

Brian called and looked at the job. He said that he could only give an estimate because the final price would depend upon what he found when he took the old kitchen out. He said that he thought that the job would cost around £5,000 and take two weeks. Ranjit trusted him and agreed that Brian would do the job in the first two weeks of April. He was impressed that Brian was a member of the Blankshire Trading Standards Trusted Trader scheme.

Brian did not turn up to start the work until the second week in May, and has so far taken three weeks to remove the kitchen and to start to install the new one. Brian has now asked for an interim payment of £7,500 for the work that he has done so far, and Brian has told Ranjit that the work would not be completed until mid-May because he was going on holiday for two weeks. The work that he has done is very poor with tiling that has uneven gaps and is not level, and wall cupboards that are not level and are not at the same height. He has also left piping for the sink taps in the wrong place and Ranjit can't see how the sink unit will fit in place.

Ranjit has also found out that Brian is not a member of the Blankshire Trusted Trader Scheme - he was a member two years ago but was thrown out after a number of complaints about his workmanship.

Apply the Consumer Rights Act, negligence and misrepresentation to Ranjit's situation, in particular:

- his rights against Brian;
- his remedies if there has been a breach or non-conformance;
- whether Ranjit would have any legal claim against the DIY Store.

(35 marks)

Section B continues over the page.

English and Welsh candidates only

10. Trading Standards legislation often refers to offences as “summary” or “triable either way”.

- (a) What is the difference between these two types of offences in terms of the Courts where a prosecution would be taken and the way that a prosecution would be conducted?
(10 marks)
- (b) What grounds of appeal are open to the prosecutor and defendant, and in which courts would these be heard?
(10 marks)
- (c) What are the purposes of civil and criminal law, and briefly state why might it be easier for a consumer to sue a trader than for a Trading Standards Service to prosecute them?
(15 marks)
- (total 35 marks)

Scottish candidates only

10. Trading Standards legislation often refers to offences as “summary” or “triable either way”.

- (a) What is the difference between these two types of offences in terms of the Courts where a prosecution would be taken and the way that a prosecution would be conducted?
(10 marks)
- (b) What grounds of appeal are open to the Crown and the accused, and in which courts would these be heard?
(10 marks)
- (c) What are the purposes of civil and criminal law, and briefly state why might it be easier for a consumer to sue a trader than for a Trading Standards Service to report the trader to the Procurator Fiscal, and criminal proceedings to be taken?
(15 marks)
- (total 35 marks)

Section B total of 70 marks.

End of examination paper.