

CTSI Professional Competency Framework (CPCF) written examination

Unit 1: Regulatory Environment and Enforcement

September 2021

Guidance for this examination

Please ensure that you indicate, on the front of your 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.

An additional 10 minutes of reading time is allowed at the start of the examination.
You may highlight, underline and make notes on the EXAM PAPER ONLY

The examination paper has 5 pages, including this front sheet.

Section A

Candidates should attempt to answer three questions.

Each question carries ten marks.

Total: 30 marks.

1. Answer all parts:
 - a) What do we mean by Alternative Dispute Resolution (ADR), and what form can it take? (3 marks)
 - b) What steps must traders, who are unable to resolve a complaint with a consumer, take to comply with the ADR rules? (3 marks)
 - c) What are the benefits of ADR to both parties? (4 marks)(total: 10 marks)

2. Some people may be able to avoid a contract, due to their lack of capacity. Describe the people to whom this may apply, and how it would affect the contract that they have entered into. Quote relevant case law, where appropriate. (10 marks)

3. What rights does a consumer have, under the Consumer Rights Act 2015, when they contract with a trader to supply digital content? (10 marks)

4. In general contract law, the type of term that has been breached will define the remedy available. Describe the three types of contract terms and the remedies available for breaching them. Use practical examples and relevant case law to illustrate your answer. (10 marks)

5. How does Part 1 Consumer Protection Act 1987 enable a consumer who has been injured by a product, that they have not purchased, seek redress? What would they need to prove to make a claim? (10 marks)

6. Trading standards work requires you to operate within both the civil and criminal jurisdictions. What are the purposes of civil and criminal law and why might it often be easier to prove a case in a civil court, rather than a criminal court? (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:

- a) Criminal offences can be defined as 'summary', 'indictable' or 'either way'. How are these different types of offences conducted in the criminal courts, and what are the differences between the courts that are involved?
(10 marks)
- b) What appeals can be made, against the decisions of the court, by the prosecutor and defendant and in which courts would these appeals be heard?
(15 marks)
- c) How important to this process are decisions made by other courts?
(10 marks)
- (total: 35 marks)

8. Answer all parts:

- a) The Regulators' Code states, "Regulators should base their regulatory activities on risk". How does the Code expect regulators to meet this standard and what does this mean in practical terms?
(10 marks)
- b) The Intelligence Operating Model (IOM) is an important part of a modern Trading Standards Service. Explain, in practical terms, the five stages of the IOM.
(15 marks)
- c) Describe five ways in which the Intelligence Operating Model can help the work of Trading Standards.
(10 marks)
- (Total: 35 marks)

Section B continues over the page.

9. Ceri has joined Blankshire Trading Standards as a Trainee. Her first week in the job has been spoiled by a number of unfortunate instances.

Apply contract law (citing relevant case law, where appropriate), negligence/delict and unfair terms law to analyse the following three situations and explain Ceri's rights (if any):

Situation 1:

Ceri's studies weren't due to start for three months but, being very keen to impress, she decided to buy herself the latest edition of the leading text book on Trading Standards law for her own personal use; the one in the office was out of date, anyway. She knew that the book was very expensive and was surprised to find the 2021 edition on sale on the Waterzon website for £29.99. She immediately placed an order, selecting the title, giving her debit card details, clicking the 'buy now' button and ticking that she had read the website terms and conditions (which she hadn't). She received an immediate confirmation email which said that payment would be taken when the book was dispatched.

The following day, Ceri received an email from Waterzon, saying that the book had been priced wrongly on the website; the actual price should have been £129.99. The email told her that they would not be processing her order but, as a gesture of goodwill, she could purchase the book for £119.99. In addition, her copy would be autographed by one of the editors of the book – a leading Trading Standards lawyer.

(10 marks)

Situation 2

Ceri had to drive to her office but there was no parking available for her. She paid for a one-month parking permit at one of Blankshire Council's car parks. A colleague had given her the number to ring, so she paid for the ticket over the phone and received the ticket through the post; there was no other paperwork with the ticket. On the second day, when she parked in the car park, she returned to find a lamp post had fallen on her car. She had to call the fire brigade to move the lamp post, which was laying across the car's bonnet. When the lamp post was removed from her car, one of the Fire Officers pointed out how badly corroded the bottom of the lamp post was and said, "this was an accident waiting to happen".

Ceri spoke to someone at her car insurance company, and he said that they would cover the damage but she would have to pay her £500 excess. Ceri did not think this was fair at all and, as Blankshire Council was to blame for not maintaining the lamp post properly, she rang their car parking section to complain. To her horror, she was told that they would not pay her £500 excess. The very unhelpful member of staff said that there were clear terms, by the payment machines in the car park, which she should have read, pointing out that Blankshire Council were not liable for any damage to vehicles whilst parked in their car park. Ceri pointed out that she had bought her ticket over the phone so had no reason to read the signs by the payment machines. She was told that was her problem and not theirs.

(15 marks)

Situation 3

As the end of the week approached, a number of colleagues told Ceri that they were going across the road to the Bell Inn for a drink. It had only just re-opened and they wanted to see what it was like. They showed her a leaflet, that had been put through the office door, which said that there was a special happy hour deal starting at 4pm, which meant that all drinks were half price for the first hour. In addition, there was an offer that the first five people turning up in fancy dress would get their first drinks' order for free. Still being eager to please, Ceri agreed to lead the party in wearing a gorilla suit which, for some mysterious reason, they had in the office. Her colleagues said that she could then get the first round of drinks, for all of them, for free.

Question continues on the next page.

The party of six Trading Standards staff turned up at the Bell Inn at five minutes past four, led by a gorilla. Ceri went to the bar and placed the order. She was told that the round would cost £17.50 at the happy hour prices. When Ceri pointed out that she was the only person in the Bell Inn in fancy dress and showed them the leaflet, she was told that offer did not apply to her and her colleagues as they all worked for Trading Standards. The landlord explained that he had been prosecuted by Trading Standards a few years ago for short measure and there was no way that he was going to pay for their drinks.

(10 marks)
(total: 35 marks)

10. Benita purchased a car from A. Daley Autos. It cost £4,999, which she paid for from her savings. The car was five years old and had an indicated mileage of 51,000 miles. After she had purchased the car, she was handed a receipt which stated: "All our vehicles are sold as seen, tried and tested. We will not be liable for any faults that appear after the vehicle has left our premises". Mary had also seen a similar statement on a sign by the "Bargain Basement" section, where her car was situated.

Benita drove the car for ten days before it broke down; she was driving through the middle of her local town when she lost the use of all gears. The AA towed her home. Their engineer pointed out that the gearbox had seized up due to a serious oil leak.

Benita rang A. Daley Autos and spoke to the owner, Arthur. She told him what had happened and demanded a full refund. Arthur said that the law only requires refunds for the first seven days from purchase. He also pointed out that the car was from his bargain basement range and, as stated on the receipt, they were not liable for faults that appeared after leaving their premises. Benita told Arthur that the AA engineer had told her that the gearbox had been leaking for some considerable time, hence the lack of oil, and that this should have been spotted by Arthur if he had checked the car properly before selling it.

After some arguing, with Benita now in tears, Arthur said that he felt sorry for her and to help her out he would find a second-hand gearbox to put in the car, and he would install it and only charge her half of his labour costs. He told her that he could get her car towed back to the garage, but she would have to pay £50 for that.

- a) Does the car conform with the Consumer Rights Act 2015? Explain your reasoning.
(12 marks)
- b) If the car does not conform, what are all the remedies that Benita has, under the Consumer Rights Act 2015, when the fault has occurred ten days after purchase?
(15 marks)
- c) What effect does the statement on the sign, and on her receipt, have on Benita's contractual rights and why?
(8 marks)

(total: 35 marks)

Section B total of 70 marks.

END OF EXAMINATION PAPER.