

CTSI Professional Competency Framework (CPCF) written examination

Unit 3: Trading Standards Law Part 1

May 2021

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 Trading Standards Law 1 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. The Consumer Protection from Unfair Trading Regulations 2008 refer to three types of consumer.
Explain these in your own words, using examples and case law to illustrate your answer.
(10 marks)
2. Much of the legislation enforced by trading standards contains offences which are only committed by a trader or business. How has legislation and case law defined and interpreted the meaning of these terms?
(10 marks)
3. The Consumer Contracts (Cancellation, Information and Additional Charges) Regulations 2013 provide consumers with a right to cancel for certain types of contract. Outline the purpose of these provisions and identify the circumstances in which they apply.
(10 marks)
4. Public authorities cannot act in contravention of the Human Rights Act 1998. Explain how the activities of trading standards are controlled to ensure that this does not happen.
(10 marks)
5. **English and Welsh candidates only:**
When collecting evidence, investigators must adhere to the Criminal Procedure and Investigations Act 1996. Outline the purpose of this legislation and the requirements placed on investigators and disclosure officers.
(10 marks)
Scottish candidates only:
When collecting evidence, investigators must adhere to the Criminal Justice and Licensing (Scotland) Act 2010. Outline the purpose of the legislation, and the requirements placed on investigators and reviewing officers.
(10 marks)
6. **Answer both parts:**
 - (a) How do the provisions of The Consumer Protection from Unfair Trading Regulations 2008 apply to misleading price indications or omission of pricing information?
(6 marks)
 - (b) The CTSI Guidance for Traders on Pricing Practices provides advice on practices which may be unfair – give **two** examples of these.
(4 marks)(total of 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. Kerry is a carer for Gloria, who is 81 and lives alone since the sudden death of her husband six months ago. Kerry contacts your department and says that she is worried about Gloria as she receives a lot of telesales calls.

She has recently noticed that Gloria has been getting deliveries of various health supplements and other products, which she says she hasn't ordered.

You visit Gloria and she tells you that she responded to a brochure that came through her door for a free trial of a product that would cure her arthritis. She had completed a form and provided her bank details, to pay £4.99 for postage. She had sent the form back in the envelope that was with the brochure, and doesn't know the address.

She had received the tablets two weeks later, but they have also sent her two more deliveries of the same product. She has been taking the tablets but says that they haven't helped her arthritis.

Gloria fetches a box which contains 20 bottles of pills. As well as the arthritis pills, 'Arthrogo', there are also 'Total Immunity' and 'Brain Tonic' capsules. All three products have the brand 'Eternal Health'. Gloria tells you that the company had telephoned her and offered more free trials of new products, so she now gets all three products every month. She thinks this is an error as she was only supposed to get a trial. She has mentioned this to the company, on the phone. They told her not to worry and to keep the products.

They now telephone her daily and are very persuasive. The last product she agreed to try, they said, would protect her from all known viruses.

You ask Gloria to check her bank statements for payments to the company and, the next day, she telephones to tell you that she has discovered she has been debited £49.99 per month per product. Gloria is certain that she hasn't authorised this. She has also found some of the brochures that she has received from the company.

- (a) Apply The Consumer Protection from Unfair Trading Regulations and The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, and outline the offences which appear to have been committed. (10 marks)
- (b) Explain the evidence you need to collect to prove these offences, and the procedures you will follow when collecting it. (15 marks)
- (c) You have identified a fulfilment house in a neighbouring authority and your manager tells you to visit. What powers do you have to enter the premises and what other powers might you use once on site? (10 marks)
- (total of 35 marks)

Section B continues over the page.

8. Mr Andy Decker contacts your department for some advice about his new business venture. He intends to set up as Garden Landscaper, specialising in decking and fencing but will also be selling handmade wooden garden furniture. He is in the process of designing leaflets, to deliver in his local area, as well as a website and social media pages, and wants to know what information he needs to include.

Mr Decker is also confused about cancellation rights and when they apply.

Advise Mr Decker on The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 with regard to the information he must include in his leaflets and online, and what documentation he must provide to the customer.

(35 marks)

9. Tom and Alex had the following leaflet put through their door on a Monday evening:

<p style="text-align: center;">KON KITCHENS</p> <p style="text-align: center;">Suppliers of solid wood kitchens and replacement doors</p> <p style="text-align: center;">GET A NEW KITCHEN FOR HALF THE PRICE</p> <p style="text-align: center;">Ends on Sunday, all door styles reduced to half price Full design service and 12-month Guarantee</p> <p style="text-align: center;">Award winning members of the Guild of Kitchen Installers</p> <p style="text-align: center;">Call now for your design appointment: 01298 348756</p>

They call and book an appointment to get a quote. Gerald visits them at their home, at 6pm a few days later, and shows them some samples of solid wood doors and a brochure with pictures of other styles, which he says are all covered in the offer. He takes some measurements and drafts a design. Tom and Alex request a few extras and Gerald says the full price would be £8,000, but they have the half price offer to apply and the office would work it out. Installation had to be paid directly to the fitters – an extra £2,000.

Tom and Alex worked out that, with the half price offer, this would be £5,000 but said that they would like to get some more quotes before deciding. Gerald told them that he could get them an extra 10% off if they agreed there and then.

Gerald fills in some paperwork and asks them both to sign, and asks them for their card details to pay a deposit. He then phones his office and reads the details out. Tom asks when the deposit will be taken and Gerald says it has to be done that day, if they want the discount. £1,500 is deducted that day.

One week later, Gerald phones to say that the kitchen has been ordered and the final amount is due. Alex confirms that they will use the same card to pay and asks how much it is; the line goes dead. The next day, Alex checks and £5,500 had been taken from the account. They both assume that this includes the fitting.

The kitchen was due to be delivered four weeks later, but after two months it has not arrived. Kon Kitchens say this is a problem with the supplier. When they were informed about this, Tom said that they wanted to cancel, but was told they couldn't cancel once the order had been placed with the supplier.

Eventually, the kitchen is delivered. The fitter, Dave, does not turn up until two weeks later. When he begins to unpack the products, Alex notices that the doors appear to be MDF with a veneer over the top. Dave continues to fit the kitchen and says that they will be able to send replacement doors; he said that he would sort it out. When he is finished his work, he asks for £2,000, insisting this was not included in what they had paid to Kon Kitchens. He says that he will not leave until they have made a bank transfer.

Tom and Alex phone Kon Kitchens and are told that the doors are solid wood effect, the half price offer only applied to the doors – not the cabinets or fitting – and there was no additional 10% offer available.

Question 9, continued over the page.

There are over 50 similar complaints about this company across your region.

- (a) Identify and outline the potential breaches of consumer protection legislation. (10 marks)
- (b) Explain your enforcement options in terms of criminal and civil measures, setting out the issues that you would take into consideration, and the advantages and disadvantages of each option. (20 marks)
- (c) How would your choice of action affect the way you exercise your powers and gather evidence? (5 marks)
- (total of 35 marks)

10. You have received intelligence that a local market trader is selling cheap copies of designer clothing, shoes, bags and perfume, and has a lockup full of goods on an industrial estate. You do not have any further details of the person or the address of the storage unit. Your manager asks you to investigate further, and go and take a look round the market to see if you can identify the trader and make a test purchase, if necessary.

- (a) What possible offences have been reported and what powers are you going to use to undertake your visit? (8 marks)

At the market, you identify a stall selling clothing, shoes and accessories. There is a sign above the stall saying "Designer Quality Market Prices". On closer inspection, you see that they are very similar to some designer brands, but don't appear to have any trademarks on the items themselves. Next to each product, there are handwritten signs:

HIKE tracksuits RRP £99.99 --- OUR tracksuits £9.99

MUGG sheepskin boots RRP £299 --- OUR sheepskin boots £29.99

CANALE No.5 perfume RRP £59.99 ---- OURS smells like No.5 £5.99

You purchase one of each of the above products and, as you are walking away, see a man unloading a van behind the stall. You note the vehicle registration and return to the office.

- (b) What additional offences do you now suspect, and what further evidence will you need to prove these? (17 marks)
- (c) Your manager now instructs you to conduct surveillance to identify the location of the storage unit. Explain the requirements of the legislation that governs use of surveillance tactics. (10 marks)
- (total of 35 marks)

Section B total of 70 marks.

END OF EXAMINATION PAPER.