

Qualifications Framework written examination

Unit 1: Regulatory Environment and Enforcement

September 2024

Guidance for this examination

Please ensure that you indicate clearly at the top of the 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.

The examination paper has 6 pages, including this front sheet.

Section A

Candidates should attempt to answer three questions.

Each question carries ten marks.

Total: 30 marks.

1. Explain the difference between a consumer notice, a consumer contract and a representation.

(Total: 10 marks)

2. How does Part 1 of the Consumer Protection Act 1987 enable a consumer who has been injured by a product that they have not purchased, to seek redress? What would they need to prove to make such a claim?

(Total: 10 marks)

3. Explain the rights consumers have under the Consumer Rights Act 2015 relating to goods sold by sample and briefly outline the difference between a sample and a model.

(Total: 10 marks)

4. Trading standards work requires officers to operate within both the civil and criminal jurisdictions. Provide one example of when you may work within each jurisdiction. Briefly describe the purposes of civil and criminal law, including why it may be easier to prove a case in a civil court than in a criminal court.

(Total: 10 marks)

5. **Answer both parts of the question.**

(a) Explain why enforcement policies are required by all Trading Standards Services.

(4 marks)

(b) Define 'necessity' and 'proportionality' and explain how they relate to these enforcement policies.

(6 marks)

(Total: 10 marks)

6. Magic Cure Ball Ltd places an advert in the local paper stating:

PREVENT CATCHING A TICKLY COUGH...

At Magic Cure Ball Ltd, we have created a treatment to prevent people from catching tickly coughs. Simply purchase our Magic Cure Ball from your nearest pharmacy for only £30.00 and use it according to its instructions. This will prevent you from catching a tickly cough within four weeks of using our ball...or you can have double your money back!

Fatma purchased a Magic Cure Ball and used it as per the instructions. She caught a tickly cough within two weeks and contacted Magic Cure Ball Ltd to claim £60. They refused to pay the money to Fatma.

Referring to relevant case law, comment on the advert and discuss whether it is an invitation to treat or an offer. Does Fatma have to right to receive £60 from the company?

(Total: 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. Denise decided to purchase an English Sheepdog and contacted a local breeder, ABC Breeders, to see if they could assist her in finding a puppy. Below is a timeline of Denise's dealings with ABC Breeders.
- The owner of ABC Breeders, Pavan, advised Denise that he had a puppy that was available for cheaper than the normal rates because it was an accidental mating and the puppy could not be registered with the Kennel Club.
 - Denise did not want to register the dog, as she wanted the Sheepdog for a pet and not as a show dog. However, she was aware that this type of dog could often have hip issues (hip dysplasia) and so she asked about the hip score of the parents of the dog, as these scores are used to reduce the chances of hereditary hip problems.
 - The recommended hip score from the Kennel Club for English Sheepdogs is 8. Pavan advised Denise that the mother had been tested for her hip score, but the results had not yet been returned.
 - Denise said she would think about it and come back to Pavan in the next couple of days.
 - In the meantime, the mother's hip score result was returned to Pavan and was 42, which indicated a high chance of her puppies having hip issues.
 - Denise contacted Pavan again to ask a few more questions but did not ask about the hip score results and Pavan did not tell her.
 - Denise then went on to purchase the puppy for £800 and became the proud owner of Sheba, the English Sheepdog.
 - Two days later, Pavan emailed Denise with a copy of ABC Breeder's terms and conditions. The email stated that the sale took place on the standard terms of ABC Breeders and Denise was bound by these terms and conditions, which were attached to the email for her information. Denise didn't read the terms and conditions, as she was too busy playing with Sheba.
 - Four months later, Sheba started to experience mobility problems and appeared to be lame. Denise took her to the vets, and she was diagnosed with hip dysplasia. The vet advised Denise that it was likely that Sheba would need an operation and medication for the rest of her life.
 - Denise wrote to ABC Breeders and asked for them to cover the cost of the expenses she had incurred. ABC Breeders offered to return the £800 to her if she returned Sheba to them, which Denise did not want to do.
 - A further three months later, Sheba's hips were so bad she needed an operation, and the costs had increased even more.

Denise wants ABC Breeders to pay the costs she has incurred and a contribution towards the ongoing costs she will incur due to Sheba's poor health.

Apply contract law, the Consumer Rights Act 2015 and the law of misrepresentation to this scenario and discuss any potential remedies that may be available to Denise. Use case law to illustrate your answer.

(Total: 35 marks)

Section B continues over the page.

8. **Answer both parts of the question**

You work for a Local Authority Trading Standards service and you have been contacted by Inga, who would like some advice concerning a new business that she has opened selling new clothes. In particular, she wants to know what she has to do if consumers return items to her shop.

Write a letter to Inga explaining how the Consumer Rights Act 2015 and contract law would apply to her business. In particular:

(a) Outline the consumer rights that would be relevant to her business. (15 marks)

(b) Explain the remedies that consumers would have if the goods did not meet the legal requirements, and what the legal position is where consumers return clothing items due to a change of mind. (20 marks)

(Total: 35 marks)

9. Charlie and Luna went shopping on Saturday morning. They decided to look for some cheaper parking options, so after driving around for a while, they found a small car park on the outskirts of the town with a sign saying '£5 to park all day.' They parked their car on the far side of the car park, paid £5.00 via an old payment machine which printed out a badly printed ticket for them to display, and walked into town to do their shopping.

On their way into the town, they passed a new beauty shop, High Brow, and Charlie decided to get his eyebrows waxed, as it seemed very quiet and he could walk right in. Charlie asked for an eyebrow wax and was given one; no price was discussed. After the treatment, the beautician asked for £45 for the service; the waxing took less than 10 minutes. Charlie argued that he would never have got his eyebrows done if he had known the price, as the most he has paid before for an eyebrow wax was £15. He was starting to see why High Brow was so empty. After looking in the mirror, Charlie was also not happy with the quality of the service, as his brows were all wonky. He raised his concern with the beautician but they demanded he paid for the service. Charlie reluctantly paid and left in a hurry.

When Charlie and Luna returned from their shopping, they were upset to see that some bricks had fallen onto their car from one of the car park walls, which clearly had not been well maintained. They took photographs of the wall and the damage to the car, which included a dented wing mirror and bonnet, and decided to email the parking company to claim the cost of repairing their car. The parking company, Dodgy Parking, responded very quickly stating that they did not accept any responsibility for any death, personal injury or damage caused to cars whilst parked on the site, and that this was stated on the reverse of the ticket from the machine and on a notice on display in the car park. Charlie and Luna had not seen any signs, but when they returned, they found a small sign hidden by an overgrown hedge, on the opposite side of the car park from where they had parked.

Analyse the legal positions for the car and eyebrow wax under contract law, negligence/delict and the Consumer Rights Act 2015.

(Total: 35 marks)

Section B continues over the page.

10. **Answer all parts of the question**

In May 2023, the Competition and Markets Authority released guidance for Higher Education providers to help them comply with consumer protection law, including ensuring that their terms in student contracts are fair and balanced.

(a) Which types of terms are prohibited by Part Two of the Consumer Rights Act 2015, and what tests are applied? Use examples to illustrate your answer. (20 marks)

(b) What effect does an unfair term have on a contract? (5 marks)

(c) Explain what actions can be taken, and by which regulators, to tackle the use of unfair terms in consumer contracts. (10 marks)

(Total: 35 marks)

Section B total of 70 marks.

END OF EXAMINATION PAPER.