Chartered Trading Standards Institute qualifications

Qualifications Framework written examination

Unit 3: Trading Standards Law Part 1

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 Trading Standards Law Part 1 paper is a **closed book**; no materials are permitted to be taken into the examination room.

*The examination paper has **7** pages, including this front sheet.*

Exam: Trading Standards Law 1	**Exam cycle:** Sept 2024
Date: 13 September 2024	**Reading time:** 10 minutes
Time: 10:00 – 12:00	**Max.:** 100 marks

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 prohibits "contravening the requirements of professional diligence". Explain what this term means using examples and illustrating how it differs from other types of unfair practices covered by the legislation.

(Total: 10 marks)

2. In many local authority areas, trading standards authorities are responsible for enforcing animal health and welfare legislation. Give a brief overview of the scope of these duties and identify the key legislation.

(Total: 10 marks)

3. A consumer has contacted your department in relation to a bouquet of flowers that they had ordered online but that had not been delivered. The website stated that orders would be delivered within 48 hours, which is why the consumer purchased, as the flowers were for a friend's birthday, and she put this date into the "special instructions" when ordering. The trader is claiming that they have delivered the parcel but has no evidence of this and will not refund the consumer. Outline the legal position in terms of timescales for delivery, passing of risk and refunds under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

(Total: 10 marks)

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

The Price Marking Order contains the requirement for "unit pricing".

a) Explain what this term means and give three examples of products that require a unit price.
(6 marks)

b) Identify two of the exemptions from this requirement and briefly explain why this is the case.
(4 marks)

(Total: 10 marks)

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

When collecting and handling evidence you must preserve the "continuity of evidence"

a) What is meant by the phrase continuity of evidence and why is it important?
(5 marks)

b) How would you demonstrate the continuity of evidence?
(5 marks)

(Total: 10 marks)

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

a) The Human Rights Act sets out “absolute” and “qualified” rights of citizens. What is the difference between these two rights?

(2 marks)

b) Identify the human rights which are relevant to trading standards enforcement activities, giving two examples of how these are protected.

(8 marks)

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

You have received a number of complaints regarding a local clothing and accessories store, High Fashion. The complaints cover the following issues:

- Signs in window for the last 6 months that say “MASSIVE 75% OFF SALE”
- Every item in the store has a red sticker with a “sale price” but only a couple of items are actually 75% reduced; the majority have between 10% and 30% off the original price shown on the price tags.
- The shop sells perfumes and jewellery which are locked in glass cabinets. No prices are visible, and one consumer reports that when she asked a store assistant how much a particular perfume was, she was told £20 but was then charged £25 at the till.
- The shop has a closed group on social media, High Fashion Exclusive, where it advertises clothing and accessories as “replicas” of well-known designer brands.
- One of the complaints is from an ex-employee of the store who says that most of the stock is purchased from a stock clearance company and is either last season, or catalogue returns. The price labels show the prices charged by the original retailer, not High Fashion, and sale prices are applied as soon as the new stock comes in. The “replica” items are delivered by a man called Dave every couple of weeks.

The store appears to have been open for about 9 months and you have not previously advised the business.

a) Apply the provisions of the Price Marking Order 2004, The Consumer Protection from Unfair Trading Regulations 2008 and The Business Protection from Misleading Marketing Regulations 2008 and identify the potential offences.

(15 marks)

b) You contact the ex-employee who tells you that her friend still works there and can get you more information about the suppliers and also has access to the social media account, and can get you screenshots of the posts. Explain, with reference to The Regulation of Investigatory Powers Act 2000 or the Regulation of Investigatory Powers (Scotland) Act 2000, the implications and process you will need to follow if you task the friend to gather information for you.

(12 marks)

c) Your manager asks for an update on your plan to deal with this business. Briefly summarise your options, including both informal and formal action.

(8 marks)

(Total: 35 marks)

8. You have been contacted by Dinesh who is about to set up his own business supplying and fitting kitchens. Dinesh wants to make sure that he gets everything right from the start. He has given you a basic overview of how he intends to operate:

- Advertising and marketing will include a website, social media pages and leaflets. He intends to use a sales company to post the leaflets through doors in his local area and speak to residents as they do this.
- He intends to offer an “Introductory offer” where customers will get a free built-in oven when they buy a full kitchen.
- When the customer books a free on-site design visit, Dinesh will take measurements and discuss requirements, unit styles and appliances.
- Dinesh will then draw up a plan, and a quote, and email a link to the customer to view it online; the quote is valid for 30 days.
- If the customer wishes to go ahead, they click “accept quote” on the online document.
- Dinesh will then invoice the customer for the deposit which includes the cost of materials.
- He will order the kitchen units, appliances and other materials and arrange a start date.
- Customers pay the balance on completion.

He would like to get some advice about the rules that apply to his business, in particular:

- The rules around advertising and marketing, and what information he needs to have on his leaflet.
- Are there any restrictions on whether salespeople can knock on consumers’ doors and speak to them?
- If they can approach consumers in their homes, are there any specific rules around this?
- How can he make sure the salespeople are following the rules?
- If he includes a picture of a built-in oven in marketing for the “Introductory Offer”, does it have to be the exact oven supplied? He would like to offer the customer a choice, but to limit this to a maximum cost.
- The rules around cancellation rights.
- He bases his descriptions and delivery dates on the information he gets from his suppliers. What if this is wrong, or dates change?

Write a response to Dinesh covering the main requirements of the Consumer Protection from Unfair Trading Regulations 2008 and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 which will be applicable to him, ensuring you cover his specific questions and explaining some of the reasonable precautions and due diligence he could put in place.

(Total: 35 marks)

Section B continues over the page.

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

You are planning an operation at a number of local shops that are selling “vapes”. You have previously made test purchases and found the following issues with the products:

- **Some of the products had not been notified to the Medicines and Healthcare Regulatory Agency.**
- **Some products had tank sizes in excess of the legal 2ml.**

You have also received intelligence that several of the stores are selling counterfeit vapes and tobacco and this is stored in either: cars outside, hidden compartments in the floor behind the till, or in adjoining residential premises.

You will have a team of officers, and be accompanied by the local police team, when you conduct your visit. The Sergeant has emailed you asking for some more details about the offences, your powers, whether you have a warrant and how the visit will be conducted. She has also asked whether you can enter and search the vehicles.

Prepare a response to the Sergeant:

a) Fully explain the powers you have to enter the premises, inspect and search for products and how you will access the goods stored in the cars, concealments and residential parts of the building.

(25 marks)

b) Discuss whether you need to give the business any paperwork during the visit and outline the procedures you must follow if you locate and seize any vapes during the visit.

(10 marks)

(Total: 35 marks)

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

Amira, an international student, has made a complaint regarding her rented accommodation.

She has been in the UK for 3 months and initially viewed the property listing online through an agent based in the UK specialising in accommodation for international students.

She was sent a description of the property which included photographs. The description included:

- Fully furnished double room with en-suite bathroom.
- Communal kitchen and living room.
- Quiet residential street.
- Close to university.
- Bills included.
- £750 p.c.m

The photographs showed a large bedroom with a double bed, a chest of drawers, a wardrobe and a desk. The en-suite had a basin, toilet and a large shower. There were also photographs of the communal areas which showed a large kitchen, dining area and living room.

When Amira communicated with the agent via email, she was told that there were a lot of people interested in the room, and to secure it, she had to pay a holding deposit of £200. She then had to complete various forms, provide references, then pay further “credit check fees” of £100, a deposit of £1000 and the first month rent up front of £750.

After collecting the keys from a secure key safe, she entered the property and found that the room was not the one in the photographs. It was about half the size; it did have a double bed and chest of drawers but no other furniture. The en-suite was just a toilet and basin, no shower. When she raised this with the agent, she was told that the property listing she had been sent was an example of rooms available in the property, and it was stated in the text that this was the case. Checking the documents, she found that right at the bottom of the information it said in small print "photographs are for illustration purposes and may not be the actual room". There was a communal shower room, the kitchen contained a dining table and a two-seater sofa, and her housemates told her there was a separate living room - but this had now been converted into an extra bedroom. The property is on a busy street and three bus journeys away from the University.

Amira has not received her holding deposit back and has since had to pay an additional Council Tax bill and has been informed that only the gas, electricity and water bills are included in the monthly rent.

a) Apply the provisions of the Consumer Protection from Unfair Trading Regulations 2008 to the above scenario and identify the potential offences.

(20 marks)

b) Explain the position in relation to the holding deposit and other fees, with reference to the relevant legislation regarding fees.

(5 marks)

c) Identify the evidence you will need to prove the offences and outline how you will collect this.

(10 marks)

(Total: 35 marks)

Section B total of 70 marks.

END OF EXAMINATION PAPER.