

## CTSI Professional Competency Framework (CPCF) written examination

### Unit 1: Regulatory Environment and Enforcement

May 2023

#### 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 5 pages, including this front sheet.*

**Section A**

Candidates should attempt to answer three questions.

Each question carries ten marks.

Total: 30 marks.

1. Outline the purposes of criminal law and identify two advantages and two disadvantages of bringing a criminal prosecution against a non-compliant business. (10 marks)
  
  2. **Answer all parts of the question.**
    - (a) What are the main factors to consider when determining whether acceptance has taken place? (3 marks)
    - (b) What are the main ways that an offer can be terminated? (4 marks)
    - (c) Briefly explain the postal rule and why it is an exception to the general rule of acceptance. (3 marks)(10 marks total)
  
  3. Explain how a guarantee is defined in the Consumer Rights Act 2015 and how guarantees differ from extended warranties. (10 marks)
  
  4. **English and Welsh candidates only:**

**Answer both parts of the question.**

A case may be allocated to one of three tracks within the County Court.

    - (a) Identify the names of the three tracks and the value of claims of cases each track normally deals with. (7 marks)
    - (b) Briefly describe what factors the judge considers when allocating cases to a track. (3 marks)(10 marks total)
- 4 - Scotland question over the page.**

4. **Scottish candidates only:**

**Answer both parts of the question.**

A civil action in Scotland may proceed in different courts.

- (a) Identify the names of the different courts available to those to making a claim. (7 marks)
- (b) Name the procedures normally used in taking a civil action and state the monetary values normally associated with such claims. (3 marks)  
(10 marks total)

5. Using case law to illustrate your answer, explain what 'incorporation of terms into a contract' means and outline the different ways terms can be incorporated into a contract. (10 marks)

6. 'When awarding damages as a remedy for breach of contract, both expectation losses and reliance losses can be claimed.'

Briefly summarise what expectation and reliance losses are and explain whether you agree with the above statement, providing your reasoning and supporting case law. (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. You work for Blankshire Trading Standards and have received the following email:

Dear Blankshire Trading Standards,

I would like to complain about a contract I have entered into with ISTC Party People, for the hiring of a venue with a DJ for an upcoming birthday party. I think some of the terms are unfair. I want to get out of the contract and get a full refund. The parts of the contract I would like to bring to your attention are:

1. "The cost of this contract is £3000 for the services we, ISTC Party People, have agreed to supply to you."
2. "We exclude all liability for any personal injury that may be caused to you, the customer, by us, ISTC Party People."
3. "In the case of a breach of contract, the compensation that we, ISTC Party People, are required to pay will be limited to a maximum of £1000. This does not affect your statutory rights."
4. "From time to time throughout the contract, it will be necessary to amend these terms. ISTC Party People reserve the right to be able to do so where there has been a change in law which makes this necessary or where both parties have agreed to any changes."
5. "You, the customer, are required to pay the full cost for these services when placing your booking with ISTC Party People and in the event of a cancellation by you, ISTC Party People will keep the full amount you have paid."

Is there a test to help identify whether these terms are fair or not?

I would appreciate it if you could email me with some advice on this situation as soon as possible.

Regards,

Mrs Ali

Draft a response to Mrs Ali asking for any additional information that you require and providing her with the advice she has requested.

(35 marks)

**Section B continues over the page.**

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

(a) To understand the doctrine of precedent, it is important to understand the difference between the 'ratio decidendi' and 'obiter dicta' of a case. Explain what each of these terms mean and how they apply to the doctrine of precedent.

(10 marks)

(b) Describe the hierarchy of the court system and explain how the doctrine of precedent applies to each court.

(25 marks)

(35 marks total)

9. You are asked to create a business information leaflet for second-hand car dealers operating within your Local Authority area. The leaflet should cover the rights and remedies consumers have under the Consumer Rights Act 2015 when purchasing second-hand vehicles and explain when they apply. Include two examples of common problems and identify the remedies the consumer would be entitled to under the Consumer Rights Act 2015 in those scenarios.

(35 marks)

10. In July 2022, the Ministry of Justice published a consultation proposing to ensure that all people involved in a defended small claims dispute are automatically referred for a free one-hour telephone mediation appointment at an early stage in their case. The consultation also sought views on how to ensure high-quality, affordable and accountable mediation services outside of the court service.

**Answer all parts of the question.**

(a) Explain what mediation is.

(5 marks)

(b) Discuss the benefits and disadvantages of the proposals both inside and outside of the court service.

(20 marks)

(c) Explain what an Ombudsman is, when they can be used, and identify a sector which has an Ombudsman.

(10 marks)

(35 marks total)

**Section B total of 70 marks.**

**END OF EXAMINATION PAPER.**