Examiner's report

CTSI Professional Competency Framework

Stage 1: Unit 1 Regulatory Environment and Enforcement
Examiner's Report September 2023

General

Five candidates sat the Unit 1 examination paper during the September cycle and 80% of candidates passed the paper.

As stated in previous examiner reports, candidates who obtained lower marks often lack sufficient detail in their answers or fail to focus on the question set. This was particularly relevant in the problem scenario questions for this paper, where many candidates did not support their answers with details of the relevant part of the legislation that applied or case law. Some candidates needed to have a more methodical approach to answering problem questions by answering each part in detail before moving on to the next legal issue. Answers which jumped around and went from legal issue to legal issue without a clear structure often resulted in the candidate becoming confused or repeating information they had already covered, which obtained no additional marks. The reading time should be used to carefully identify the relevant issues and headings can be used in candidate answers if that helps to focus on each legal issue in turn.

There were some candidates who wrote longer answers for the shorter form questions in Part A than they did for Part B, where 35 marks were on offer in comparison to the 10 marks available for Part A questions. Having a clear plan for the examination and allocating time based on the marks available for the question would improve the chances of candidates obtaining higher marks and providing sufficient detail. Using past exam questions to practice exam technique and timing is an important skill and one that all candidates should be encouraged to practice ahead of their examinations.

Section A

Q1   This question was answered by two candidates and the marks awarded ranged from 4 – 8.

This question was looking for candidates to identify the different types of mistake, such as common mistake, unilateral mistake and mutual mistake and to explain each one using relevant case law. The candidate who scored well, identified, and explained the three types of legal mistake and provided relevant case law to support their explanations.

Q2   One candidate chose to answer this question with a mark of 5 being awarded.

(a) This part of the question required candidates to explain the difference between bilateral and unilateral contracts and to provide examples for each type of contract. Either practical examples or case law examples would have helped candidates to answer this part of the question.

(b) This part of the question was assessing candidates' understanding of unilateral contracts and how they work in practice. Strong answers needed to discuss the performance of the contract as amounting to acceptance, no requirement to indicate the intention to complete the act in advance, that the party can choose to terminate the carrying out of the act at any time until full

performance has taken place, and the contract is not binding until the act has been fully performed.

Q3   Four candidates chose to answer this question, which was not surprising as these definitions are covered on all syllabi across Stage one. The marks awarded ranged from 5 – 9.

(a) Candidates who knew the elements of the definition for consumer and trader obtained high marks for this part of the question and it was answered well.

(b) This part of the question required two examples to be provided. Candidates should be clear about who the parties are when giving examples. For example, in an example which is caught under the Consumer Rights Act 2015, it is important to specify that goods are purchased from a trader by a consumer rather than just stating that a consumer bought goods, which could have been purchased from another individual for example and would then fall outside the scope of the legislation.

Q4   No candidates elected to answer this question.

(a) This part of the question required candidates to provide a summary of the purposes of green and white papers and when they are used. A Green Paper refers to suggested reforms in the law and a White Paper outlines the proposals that are going forward and will appear in draft legislation, known as a Bill. There is no requirement for White or Green Papers to be produced before a Bill is introduced into Parliament, but they are common when it comes to implementing government policy.

(b) This part required a brief explanation of the stages that a bill needs to pass through in the House of Commons. Understanding how legislation is made and how it comes into force is on the syllabus for Unit 1 and candidates should expect questions in these areas.

Q5   This was a popular question with four candidates choosing to answer it. Marks ranged from 5-6.

(a) This part of the question asked candidates to explain the purpose of the grey list of terms. Candidates often discussed other requirements relating to unfair contract terms, such as transparency. Focusing on what the question asked and discussing the benefits of the list, such as providing examples for businesses to avoid/follow, providing guidelines about what is/is not likely to be fair etc. would have led to higher marks being obtained.

(b) The final part of the question required three examples to be provided from the grey list. Some candidates identified examples but then provided incorrect explanations which demonstrated a lack of understanding of this area of the syllabus. Other candidates did not provide specific examples which were required to obtain all the marks available. Any three different examples from Schedule 2 of the Consumer Rights Act 2015 could have been used for this question.

Q6   This was another popular questions and was answered by four candidates. Marks ranged from 6 – 10 and there were some excellent answers to this question.

(a) The first part of the question asked candidates to describe how intelligence is used in practice, by giving two examples from their own Local Authority. This was a well answered part of the question and candidates discussed using intelligence sources for prioritising work, sharing information with other agencies, carrying out operations and prioritising work.

(b) This part of the question required two advantages and two disadvantages of being an intelligence led service and again, it was well answered by candidates who took a structured approach and provided two different advantages and disadvantages.

Section B

Q7 Three candidates selected this problem scenario question to answer and marks ranged between 9-11 out of 35.

This question asked candidates to apply their knowledge of the Consumer Rights Act 2015, Part 1 of the Consumer Protection Act 1987, contract law and the law of contract/delict. Some candidates struggled with having a structure to their answers and jumped from legal issue to legal issue, which led to them not dealing with any of the issues in sufficient detail and in some instances, getting confused. Candidates could structure their answers by focusing on each of the areas specified in the question, one at a time, and applying their knowledge to the facts given in the scenario and stating who their rights would be against and the rights and remedies they may be entitled to. A methodical and structured approach is needed for answering problem scenarios.

Consumer Rights Act 2015 – A discussion about whether the Consumer Rights Act 2015 applies and whether the goods are of a satisfactory quality and what factors should be considered when deciding if there has been a breach of contract. Consideration of any factors that may avoid the breach, such as faults having been pointed out etc. and a conclusion about whether you think there is a breach. A discussion of the remedies that would apply, including short term right to reject, repair/replacement and damages which can be claimed as long as no 'double claiming' for the same loss. Candidates would also need to discuss the guarantee and rights under Section 30 of the Act and who the rights under the guarantee and any breaches of the goods sections of the Act would be against.

Contract law – Candidates should consider whether there is a contract and who the parties to the contract are. A discussion around the attempt to restrict consumers' rights, whether that would be caught by Part Two of the Consumer Rights Act 2015 and whether it is enforceable, would have achieved full marks for this part of the scenario.

Consumer Protection Act 1987, Part 1 – Candidates needed to outline the legislation and when it applies to demonstrate that it would be relevant to this scenario. A discussion of any relevant defences, what the consumer can claim for and who they would make their claim against were needed.

Negligence/delict – Candidates should explain what the law of negligence/delict is and what the requirements are that David would need to make out. The scenario then needs to be applied to the law and candidates need to determine if it applies and how. Again, candidates would need to explain what rights and remedies David might have and who he would make a claim against.

Q8 This question was answered by two candidates and the marks ranged from 2 – 15 out of 35.

One candidate wrote about misleading actions and omissions and the Consumer Protection from Unfair Trading Regulations 2008, which is not on the syllabus for Unit 1 and was not what the question asked. Reading the question carefully during the allocated reading time and selecting a question that you understand is important to ensure maximum marks can be obtained.

This question asked for an explanation of the different types of misrepresentation – fraudulent, negligent and innocent – and to explain them using case law and legislation. Neither candidate mentioned the Misrepresentation Act 1967 in their answers, but one candidate did provide some good case law examples to support their explanations. The different remedies and differences were not well covered in the answers provided.

Q9 Three candidates chose this question and the marks awarded ranged between 14 – 17 marks.

There were some good answers to part (a) of this question which detailed the differences between summary and triable either way offences. Marks were lost on the appeal question in part (b) where

some candidates were unsure about the grounds for appeal and which courts would hear the appeal. Part (c) of the question was answered reasonably well by all candidates.

More marks could have been obtained for this question by ensuring that each element of the question had been fully addressed in the candidate's answer.

Q10 This question was answered by two candidates and marks ranged from 8 – 11.

Candidates needed to provide much more detail in their answers for this scenario. The feedback is similar to that provided for Q7 in requiring a systematic approach to answering problem scenarios. Unlike with Q7, this question was broken down into parts to enable candidates to consider each scenario. The question asked candidates to apply contract law and the Consumer Rights Act 2015 to the scenarios. Candidates should have done this for each of the three scenarios and not spent time discussing other legislation which was outside of the scope of this question.

Part (a) required candidates to discuss the status of the advertisement placed by Connor and discussions about whether it was an offer or an invitation to treat, using case law to illustrate your answer would have been needed. Establishing the elements of a contract and whether there is a contract in place is always the first stage in a dispute because if there is no contract, there cannot be a breach of contract. Then candidates should have concluded whether they believed the customers had to go through with the appointment, return the hairbrush or do nothing at all because Connor had no rights. A discussion of what the terms of the offer or invitation to treat would be required here.

Part (b) tested candidates' knowledge of the potential rights and remedies for services under the Consumer Rights Act 2015. It is not sufficient for candidates to state that they don't think the customer has any rights and has to pay. Candidates are expected to justify their answers with reference to contract law and the Consumer Rights Act 2015, as stated in the question. Marks were lost for brevity and not providing any explanation or legal basis for the decisions made. Delegates should use the examination as an opportunity to demonstrate what they know. Some good practical advice was provided by delegates about how to take action against the customer, which was pleasing to see.

Part (c) required a discussion about pricing and whether the price had been agreed or not. Candidates needed to discuss whether there was a contract and whether the price had been agreed by the parties as a term of their contract or not. If not, candidates were expected to then discuss the reasonable price requirements under the Consumer Rights Act 2015 and whether they would apply to the situation if the price had not been agreed. More advanced answers would also have considered previous course of dealings cases and whether they would apply here or not.