

Q2

2 candidates answered question 2
Marks ranged from 5 to 10

Again this relates to a core element of the syllabus and candidates should know their powers in detail. This question specifically relates to the power of entry under paragraph 23 of the Consumer Rights Act, one which all candidates should be familiar. Firstly, the questions asks how 2 working should be given, there were 3 key things here, it should be in writing, state the purpose of the visit and the obstruction offence. Then candidates were expected to be able to recall all of the circumstances in which advance notice is not required, and provide valid examples of these. One candidate gave an sufficient.

Q3

3 Candidates answered question 3
Marks ranged from 3 to 5

There were marks for correct identification of the legislation and reference to the section stating the definition, and then for identifying the key elements of that definition, for example, covert but not intrusive; for the purposes of a specific investigation/operation, and might gather private information about a person. Candidates were also expected to have a basic knowledge of the authorisation procedure. Answers to this question were very basic and did not show real understanding of the term. In some cases, the examples given were not relevant.

Q4

4 candidates answered question 4
Marks ranged from 4 to 6

The most popular question but average marks scored, candidates did not show a good understanding of the different types of contracts covered by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Answers in relation to distance contracts were the most accurate, but candidates then struggled to define all four types of off-premises contract and none described an on-premises contract according to the legislation and therefore missing a key detail.

Q5

1 candidate answered question 5
Mark 4

This question was again, relating to simple concepts relating to pricing, what is meant by selling and unit price. The candidate did not give a clear explanation here, and missed some of the key elements. More marks were gained for how prices should be displayed.

Q6

0 candidates answered question 6

This question was not so popular, and this reflects the use of the Part 9 of the Enterprise Act in the profession. This topic is in the working knowledge part of the syllabus, so candidates are expected to understand how it impacts on their activities. In this case, in relation to the disclosure of specified information and the circumstances where it can be shared.

Section B

Q7

0 Candidates answered Q7

Mark n/a

This question explored knowledge of a range of pricing provisions from misleading price indications and promotions under the Consumer Protection from Unfair Trading Regulations 2008 as well as eco-claims and the application of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Candidates were expected to write a letter to the trader advising of the potential breaches of the legislation and how these could be rectified. It was expected to include a summary of the key issues, the cancellation rights for distance contracts are incorrect, free delivery claim, cancellation charges and the eco-claim, explain why and how the legislation applies providing further detail on specific breaches. In terms of advice on rectification, candidates should have provided correct advice on compliant practices and taking reasonable precautions and exercising due diligence, using practical examples of what the business could do.

Q8

Question 8 was attempted by 3 candidates

Marks ranged from 6 to 18

Most candidates attempted this question but only one scored just over half marks, the format of the required answer, a plan of a training session, is always one that candidates struggle with. The purpose of this type of question is to get candidates to think about the audience and delivery method and give an outline of what will be discussed using examples relevant to the business. A basic structure with relevant points to cover and examples is what is needed, not a transcript of the full narrative, nor too little detail to enable any marks to be awarded. Candidates got some of the points but most did not really consider the business audience and making it relevant, combining the legal requirements and relating this back to activities the teams could relate second part of the question. Again this is really about thinking through the potential breaches and then specific practices the business can put in place to avoid them such as training, procedures, quality control, auditing.

Q9

Question 9 was attempted by 3 candidates

Marks 15

This was a typical doorstep crime scenario question, broken down into 3 parts. Part a) asked candidates to apply the Consumer Protection from Unfair Trading Regulations 2008 and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. The most common mistake candidates make when answering these types of questions is to jump straight into the offences, without first explaining why the legislation applies and some of the main concepts or definitions there are always marked to be picked up here. For example, the CPRs prohibit unfair practices aimed at consumers which affect their transactional decisions, they apply to this scenario because there are commercial practices by a trader, then explain what is meant by a commercial practice and a transactional decision, and any other definitions that need to be explained. Candidates should be careful not to go into too much detail or cover ALL of the definitions, but use it as a general introduction paragraph. The same applies to the application of the Consumer Contracts Regs in this question scope, purpose and definition of an off-premises contract. Once this has been done candidates were expected to identify that Jack was a potentially vulnerable consumer, and again explain why. It is the good practice to go through the sequence of events and clearly identify any practices which breach the various prohibitions. Candidates must ensure that they are relating this specifically to the scenario, not

just saying there are some misleading actions and some omissions they must identify why. There were a lot of possible offences here, most candidates picked up the majority although there was some confusion around which prohibition certain things would fit into. Secondly, candidates are asked what powers they would use to visit the business and gather the evidence needed. Where a question directs that you are undertaking a visit, this is what you are expected to cover rather than deciding not to visit. The marks were awarded for referring back to all of the relevant powers in the Consumer Rights Act 2015, some candidates did not include reference to legislation and consider other powers to require documents, seize etc. and give examples of what kind of documents they were looking for. The easiest way for candidates to approach this is to think about the offences they identified in part a), what evidence would be needed to prove this and how they would obtain it. The final part of the question, focussed on the telephone calls for service cover, having not read the full question before answering the other parts, some candidate has already included reference to this. The point here was again around powers, using para 14 powers to request information, and gathering other information to be able to investigate. This was only 5 marks but generated a range of different answers, including doing nothing or advising Jack to go to his bank, civil advice but not what they would do in terms of potential criminal investigation, candidates are reminded to be thinking about what is on the

Q10

Question 10 was attempted by 1 candidate

Mark 14

Still generally an unfair trading type question but with a different scenario to a doorstep crime incident. The candidate identified some of the key offences but not all and did not provide sufficient information when explaining the application of the legislation. There were several potential misleading actions, omissions and professional diligence breaches as well as the contracts not complying with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, which made up the 20 marks. The second part, as with most scenario questions looks at investigative actions, again some of the key things were covered but the candidate did not consider all of the potential lines of enquiry relevant to the offences.