businesscompanion
trading standards law explained

On-premises sales

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Before you start, make sure you choose your location by using the drop-down list at the top of the page and then clicking on the arrow.

For more detailed information, please see the In-depth Guides below. Some laws are different in England, Scotland and Wales, and some are enforced differently, so the In-depth Guides provide country-specific information.

Once you've finished, make sure you look at the full range of Quick Guides to see whether there are any other areas of law that affect your business.

On-premises selling covers the sale of goods, services or digital content from your business premises.

For example:

- Shop
- Mobile premises that are routinely located in the same place
- Market stall

This is a complicated area and more detail is provided in the related In-depth Guide below.

If you sell at a distance (online, for example) or away from your business premises, you will also need to read the 'Distance sales' and 'Off-premises sales' Quick Guides.

This downloadable scenarios document will help you decide where contracts are made.

Broadly speaking:

- You must provide consumers with certain information before the contract is made
- You must obtain the consumer's clear agreement if you want to charge for additional items (no pre-ticked boxes in the contract)
- Customer helplines must cost no more than the basic rate
- You have obligations on delivery, including the point at which the consumer becomes responsible for the goods

> You have obligations if you sell or supply consumers with goods or digital content that are not of satisfactory quality, not as described or not fit for purpose, or if you provide services that are below standard.
>
> You can find out more in the following Quick Guides: 'Goods', 'Digital' and 'Services'.

What's not covered?

The Regulations are broad, but there are some contracts they don't cover. These include package travel, timeshare and frequent regular deliveries of the same consumables, such as milk, to the customer's home. If you don't know whether you're covered, check the related In-depth Guide for a full list, as there are important exemptions.

Information requirements

There is some very specific information you must give to consumers in a clear and understandable way before you enter into an agreement with them. This includes information on pricing, your trading address and complaint-handling policy.

The In-depth Guide has a table detailing the requirements.

Additional payments

You must always get the consumer's clear agreement if you want to charge an additional payment for something that is linked to the main contract - for example, gift-wrapping or quick delivery.

This means that you can't have a default option - such as special service add-ons already written into the contract - that makes it difficult for consumers to avoid payment. Consumers who have not agreed will not have to pay, and if they have paid, they can claim a refund from you.

Helpline phone charges

If you provide a telephone helpline for consumers to contact you about goods, services or digital content that they have bought, you can only charge the 'basic rate'. This means the normal geographic or mobile rate. Consumers who have paid more than the basic rate can claim the extra from you.

Delivery and risk

Unless you both agree otherwise, you must deliver the goods to the consumer (although in an on-premises situation, consumers will often be able to take the goods with them at the time of purchase). This should be on the agreed delivery date, without undue delay or not more than 30 days from the day the contract was made, depending on the contract.

You remain responsible for the goods until the consumer, or someone they have nominated, takes possession of them.

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