businesscompanion
trading standards law explained

Off-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.

Off-premises sales are contracts that are made away from your business - for example, at the customer's home or workplace.

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

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

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

The following are off-premises contracts:

- Contracts made in the customer's home or place of work, such as home improvements or doorstep selling (where the customer makes the order straight away)
- If you organise an excursion to promote and sell your goods or services
- If the consumer makes an offer to buy while you are with them, away from your business premises - for example, you visit a consumer to quote to decorate their lounge, but rather than you proposing the price, they do, and you go away to think about it
- If a contract was concluded on your business premises immediately after you had communicated with the consumer when you were not on your business premises - for example, if you discussed the sale as part of a promotion in the street near your shop

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

> Obligations apply 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?

There are certain contracts that the Regulations don't cover, including contracts for less than £42 and contracts that are finalised in certain ways.

Information requirements

There is some very specific information that you must give to consumers in a clear, legible and understandable way before you enter into an agreement with them. This covers such things as your trading address, pricing information, complaint-handling policy and cancellation rights. If you do not give certain parts of this information, the consumer does not have to pay.

The In-depth Guide contains a table with detailed information on the requirements.

Cancellation rights

There are certain contracts that a consumer does not have the right to cancel, and there are circumstances when a consumer's actions can affect their right to cancel, such as combining goods with other goods so that they become inseparable after delivery.

For other contracts, generally speaking, consumers have the right to cancel a contract at any time and for

any reason within a 14-day 'cooling off' period.

The rules on cancellation are much more detailed than this, however, so you will need to read the In-depth Guide to get the full picture.

> If the consumer handled the goods more than was necessary to decide if they were suitable, you may be able to recover compensation from the consumer, up to the contract price.

Additional payments

You must always get the consumer's clear agreement to charge an additional payment for something that is linked to the main contract, such as gift-wrapping or enhanced delivery. This means that you cannot have a default option (a pre-ticked box, for example) that consumers have to untick to avoid payment.

Consumers who have not agreed will not have to pay; 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. 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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