businesscompanion
trading standards law explained

Car boot sales

In the guide

Traders
- Indicating who you are
- Requirements when selling goods
- General duty to trade fairly
- Safety of goods
- Pricing of goods
- Consumers' rights
- Receipts
- Food items
- Descriptions of goods and counterfeits
- Misrepresentation

If you are not a trader
- Electrical goods
- Food
- Clothes
- Toys
- Cosmetic products

Other danger areas
- Stolen goods
- Toy and ball-bearing ('bb') guns
- E-bikes and e-scooters

Trading Standards
In this update
Key legislation

Although the United Kingdom left the European Union (EU) in 2021, certain pieces of legislation (known as 'assimilated law') continue to apply until such time as they are replaced by new UK legislation, revoked or permitted to expire. This means that our guidance still contains references to legislation that originated from the EU.

In this guide, the words 'must' or 'must not' are used where there is a legal requirement to do (or not do) something. The word 'should' is used where there is established legal guidance or best practice that is likely to help you avoid breaking the law.

This guidance is for Scotland

If you sell at car boot sales, this information will help you decide whether or not you are a 'trader' and, if so, what you must do to comply with the law. It is also designed to help genuine private sellers decide what they should and should not sell.

There is no consensus among local authorities as to how car boot sales should be classified, but in some areas councils impose the normal conditions attached to market licences. Some will permit car boot sales only if the proceeds are going to charity, as opposed to benefiting commercial enterprises. Other authorities permit only a small number of sales per year.

Therefore, as a participant, your behaviour may positively or adversely affect the view of authorities to grant future licences to car boot sale organisers, so be responsible about noise, litter and traffic, as well as your conduct towards customers at the sale.

Traders

Most people who sell at boot sales probably don't consider themselves to be in trade, despite perhaps selling at such sales several times a year.

So, when does the law consider you to be a trader? There is no hard and fast rule, but ask yourself the following questions:

- **are the goods that you are selling your personal property?** If you buy goods specially to resell - for example, from auction websites, newspaper adverts or a cash and carry - or if you make goods for the purpose of selling them, you are very likely to be a trader
- **do you sell at boot sales regularly?** If so, you are likely to be a trader, even if boot sales are not a major source of income
- **do you employ anyone to help you with sales?** If so, you are probably a trader
- **do you sell similar goods at other venues - for example, markets, in the street or from home?** If so, you are almost certainly a trader
- **how much of your income is derived from participation in car boot sales and for what percentage of your income does it account?** The more significant the proportion of your income that you derive from car boot sales, the more likely it is that you are a trader at those sales

For help on working out whether you are a trader in the eyes of the law, see 'Am I in business?'

Indicating who you are

Consumers can quite reasonably expect to know who they are dealing with and who to contact if they have a question about their purchase.

The Companies Act 2006 and supporting regulations lay down the requirements relating to the name that a business chooses to trade under and the rules preventing the use of names that could mislead the public. The business-names requirements apply where you do not trade under your own name. They state that you must clearly display your business name and an address to which legal documents can be sent. These requirements also apply to receipts, invoices, orders and correspondence issued in the course of your business. You may feel uneasy about providing customers with this information, but if you do not provide it, you will be in breach of the legislation and liable for penalties imposed if a Trading Standards service takes formal action. For further information, see 'Company and business names'.

In addition, you are required to give information to consumers under the Consumer Contracts (Information, Cancellation, Additional Charges) Regulations 2013 before they agree to buy goods, services or digital content from your business premises (this includes a trader's permanent premises as well as temporary premises, such as a market stall). The Regulations state that before consumers enter into any contract with you, you must give them certain information (or make it available to them), such as your identity (business or trading name), geographical address and telephone number, total price of the goods or services, including all taxes (VAT), or, if the price is not known, how the price will be calculated. For further information, see 'Consumer contracts: on-premises sales'.

Requirements when selling goods

The Consumer Rights Act 2015 requires that if you sell something, whether new or second-hand, it must be of satisfactory quality, as described and fit for its purpose (including any purpose made known to you by the buyer). Relevant circumstances are taken into account, so a consumer cannot normally expect second-hand goods to be as good as new; equally, an antique might be bought for its aesthetic value rather than its functionality.

If you, as a trader, sell something that does not meet these requirements, a consumer may be able to claim one or more remedies from you. Within the first 30 days, the consumer has a right to reject the goods and claim a refund. As an alternative, or if the consumer has had the goods for more than 30 days, they can require the seller to repair or replace the goods. If these options do not work or are not appropriate (and the consumer need not give the seller more than one chance to repair or replace), the consumer can claim a full or part refund, and/or compensation for their losses, instead.

If there is a problem with the goods within the first six months after purchase it is assumed that the fault was there at the time of purchase unless the trader can prove otherwise (unless the consumer is rejecting goods within the first 30 days without giving the trader the chance to repair or replace the goods first). After the six months has passed, the consumer has to prove the fault was there at the time of purchase. If the consumer proves this, you would be expected to provide an appropriate remedy.

As a trader, you should be ready to honour these rights. If you are selling something with defects, you can only escape your obligation to provide these remedies if you point out the faults at the time of sale. However, doing this does not protect you from a claim if the item has further faults. Your obligations here are civil (to the consumer) rather than criminal, but, under the Digital Markets, Competition and Consumers Act 2024, Trading Standards can apply to the civil courts for an enforcement order preventing you from breaching civil law.

See 'Selling and supplying goods' for more information.

General duty to trade fairly

There is a general duty not to trade unfairly, which is covered by the Digital Markets, Competition and Consumers Act 2024. If you do anything that is unfair and would affect the consumer's transactional decision - for example, to purchase, or to not attempt to get their money back - then you could be breaching the law.

For further information, see 'Protection from unfair trading (criminal law)'.

Safety of goods

The Consumer Protection Act 1987 and the General Product Safety Regulations 2005 require all goods sold to be safe. You should be particularly careful with toys, electrical goods, cosmetics, upholstered furniture and clothing (particularly nightwear).

See Business Companion's 'Product safety' section for more information.

Pricing of goods

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 require you to inform the consumer of the total price of the goods or services, including all taxes (VAT), or, if the price is not known, how the price will be calculated.

The Digital Markets, Competition and Consumers Act 2024 state that you must not indicate price in a manner that is misleading, either through the way in which it is given (because it is false or deceptive) or by omitting information about the price that the consumer needs to know (such as a compulsory delivery charge) if this would affect the customer's decision to buy. For example, you must not use price comparisons or 'sale' signs when the higher price you quote in comparisons is unfair or meaningless.

Note: while it is in the nature of the market place to haggle or negotiate, the law does not allow you to mislead customers about the price of the goods you sell; see 'Providing price information'.

Consumers' rights

The Digital Markets, Competition and Consumers Act 2024 prohibit information that misleads or is likely to mislead consumers in relation to their rights. Therefore, you must not restrict, or appear to restrict, a consumer's rights in any way by displaying signs such as 'no refunds' or 'sold as seen'. Even if you do put such a phrase on a receipt, this will not affect your obligations to consumers and they will still be entitled to redress in the event of faulty or misdescribed goods.

Receipts

There is a general misconception among the public that a trader must provide a receipt for purchases. This is a convention - even good practice - but is not a general legal requirement (although tax law may require receipts to be produced under certain circumstances). Of course, if you are a trader it never hurts to try to please the customer, but you are not obliged to comply. However, it may help you to keep a detailed log, so you can maintain reliable tax records.

Food items

Assimilated Regulation (EC) No 178/2002 *laying down the general principles and requirements of food law, establishing the European Food Safety Authority and laying down procedures in matters of food safety* specifies that food must be safe. In other words, it must not be injurious to health or unfit for human consumption. Labelling, advertising and presentation of food must not mislead consumers. Food

businesses must be able to identify the businesses from which they have obtained food or ingredients, as well as the businesses that they have supplied with products; they must produce this information on demand. Unsafe food must be withdrawn from sale or recalled from consumers if it has already been sold.

There are rules that govern the labelling and composition of food under the Food Safety Act 1990, and you must ensure that you have checked that food is properly labelled and of the right quality. Fines for selling food that contravenes these requirements can be high. There are also controls on hygiene and food that is unfit to eat.

Allergen labelling is particularly important for food items. See 'Food allergens and intolerance' for more information.

If you sell food you are required to register with your local Environmental Health service.

Detailed guidance can be found in Business Companion's 'Food and drink' section.

Descriptions of goods and counterfeits

Under the Consumer Rights Act 2015, it is a breach of contract if goods are misdescribed. It is also a breach of the Digital Markets, Competition and Consumers Act 2024 to mislead consumers with regard to the description of goods.

Before selling recorded or branded items such as CDs, DVDs / Blu-rays, video games or t-shirts, satisfy yourself that they are not counterfeit because heavy penalties can be imposed on anyone who breaches copyright and trade mark laws.

As well as possible offences under the Trade Marks Act 1994, if the marketing of the products you sell could cause confusion with a competitor's product (through the use of trade marks, trade names or other distinguishing marks of a competitor) and, by misleading the consumer, you cause them to buy something they would not otherwise have bought, then there would also be a breach of the Digital Markets, Competition and Consumers Act 2024.

Selling films on DVD or Blu-ray is risky because the sale of films that have not been properly classified by the British Board of Film Classification can attract fines or a prison sentence under the Video Recordings Act 1984. You are strongly advised to take more detailed advice on the Video Recordings Act 1984 before putting video recordings out for sale. See 'Video recordings and games for sale and hire'.

Don't be fooled into selling fake copies of music or films by the informality of the setting. Even if it was not you who copied from the original, the Copyright, Designs and Patents Act 1988 covers secondary infringement as long as you are benefiting from the exercise commercially and you know or have reason to believe that copyright had been infringed.

For more information, see 'Intellectual property', which includes links to the Intellectual Property Office section of the GOV.UK website.

Misrepresentation

Any fraudulent claims about the quality, origin or authenticity of the goods sold may amount to a misrepresentation and would entitle the customer to sue you in the civil courts.

Under the Consumer Protection from Unfair Trading Regulations 2008, where there has been a misleading action or an aggressive practice, the consumer may be entitled to claim compensation and/or a reduction in price, or to cancel the contract completely. For further information, see 'Protection from unfair trading (consumers' rights of redress)'.

If you are not a trader

If you are a genuine 'non-trader' seller (for example, the goods you are selling are your own personal property), you will be largely outside the controls of consumer law. However, there are exceptions - for example, the Sale of Goods Act 1979 (which still applies here as the Consumer Rights Act 2015 only applies to business-to-consumer transactions) requires that the goods match their description. If you describe goods in any way and that description proves to be false, you will be obliged to give a refund or replacement, or reduce the price to reflect the misdescription or misrepresentation. There is also the possibility that a customer may have a civil claim against you if they are injured or property is damaged as a result of your negligence.

There are things you can do that will help avoid problems and that are recommended as 'good practice' during private sales. The rest of this section details these things.

Electrical goods

We advise consumers not to buy items such as electric fires, electric blankets and irons at boot sales. Unless the item has a reputable recent source, and is complete with its original instructions, we would caution strongly against its sale.

Food

Boot sales are not the place to try to get rid of those unwanted tins and packets lurking in the back of your food cupboards.

The two types of date marking given in the legislation ('use by' and 'best before' / 'best before end') are used by manufacturers to indicate that the food will be at its best and should be safe to eat before a certain point or date, assuming correct storage has been maintained. Where a food has a use-by date, this is because it is highly perishable and likely to become dangerous to eat within a short time; food must not be supplied after its use-by date; nor should it be consumed. A seller may commit an offence if the food deteriorates significantly to the point where it may become unfit for human consumption.

Clothes

Think twice before selling nightwear, as it may not meet flammability requirements that apply to nightwear sold by traders. Children's coats with hood cords can also pose a hazard, so beware of selling these items if their source and/or safety are uncertain.

Toys

Check toys to make sure there are no sharp points or small parts that can be pulled off. Put the toy in a skip rather than a sale if it is in bad shape or very old. It will assist you if you still have the packaging, as instructions on usage or the intended age of the user can then be provided to the purchaser.

Cosmetic products

Some ingredients are regulated and, if seals are not intact, the items can become contaminated. There are many controls over what can and cannot be sold. See 'Cosmetic products' or contact your local Trading Standards service for more information.

Other danger areas

Caution should be exercised in the sale of the types of goods listed below. All of them have their own safety standards when sold by traders, and you should have them checked carefully before you even think about selling them:

- prams and pushchairs
- paraffin heaters
- oil heaters

Stolen goods

Handling stolen goods can attract greater penalties than the theft. If you sell stolen goods, the buyer is entitled to their money back from you, even if you were not the thief. In your own interest, when buying goods, ask for a receipt and proper identification, note the seller's vehicle number and contact the nearest police station if you are suspicious. Beware of popular items of stolen property, especially garden equipment, power tools and bicycles.

Toy and ball-bearing ('bb') guns

Whether you are buying or selling toy or imitation firearms, you need to make sure that you do so responsibly. The Violent Crime Reduction Act 2006 and supporting regulations make it an offence to sell an 'imitation firearm' to a person under 18 and for a person under 18 to buy one.

Apart from a few exceptions, it is also an offence to sell 'realistic imitation firearms'. Those guns that are obviously toys (for example, due to their unrealistic look or size) can be sold with no restrictions. If you are unsure about any gun you wish to sell, you should seek further advice from the Police.

E-bikes and e-scooters

Second-hand e-bikes and e-scooters can carry a risk of fire if a battery has been damaged or is incorrectly charged. Furthermore, your buyer may not be aware of the restrictions on their use - for example, an e-

bike must not be ridden by anyone under the age of 14, and privately owned e-scooters are not legal for use on roads or public highways. See 'E-bikes and e-scooters' for more information.

Trading Standards

For more information on the work of Trading Standards services - and the possible consequences of not abiding by the law - please see 'Trading Standards: powers, enforcement and penalties'.

In this update

Changes made to reflect the coming into force of the Digital Markets, Competition and Consumers Act 2024 (Part 4, Chapter 1: 'Protection from unfair trading').

Last reviewed / updated: December 2025

Key legislation

- Sale of Goods Act 1979
- Video Recordings Act 1984
- Consumer Protection Act 1987
- Copyright, Designs and Patents Act 1988
- Food Safety Act 1990
- Trade Marks Act 1994
- Enterprise Act 2002
- assimilated Regulation (EC) No 178/2002 *laying down the general principles and requirements of food law, establishing the European Food Safety Authority and laying down procedures in matters of food safety*
- Price Marking Order 2004
- General Product Safety Regulations 2005
- Companies Act 2006
- Violent Crime Reduction Act 2006
- Consumer Protection from Unfair Trading Regulations 2008
- Video Recordings Act 2010
- Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
- Company, Limited Liability Partnership and Business Names (Sensitive Words and Expressions) Regulations 2014
- Company, Limited Liability Partnership and Business (Names and Trading Disclosures) Regulations 2015
- Consumer Rights Act 2015
- Digital Markets, Competition and Consumers Act 2024 (Part 4, Chapter 1)
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Please note

This information is intended for guidance; only the courts can give an authoritative interpretation of the law.

The guide's 'Key legislation' links go to the legislation.gov.uk website. The site usually updates the legislation to include any amendments made to it. However, this is not always the case. Information on all changes made to legislation can be found by following the above links and clicking on the 'More Resources' tab.

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