

**CODE OF CONDUCT AND BOOKING FORM FOR OCCASIONAL AND ONE-DAY SALES**

I, the undersigned, on behalf of: (name of limited company, or trading name together with proprietor or partner's names)

.....  
of: (address of hirer's business)

.....  
hereby engage to hire from: (details of organisation hiring out premises)

.....  
(details of premises to be hired)

.....  
for the conduct of a sale of: (details of goods)

.....  
on: (date) ..... between ..... am/pm, and ..... am/pm

I agree to comply with the following conditions of booking:

- the organiser's name and permanent trading address must be prominently displayed at the place of sale, and must appear in all newspaper advertisements, leaflets and other marketing materials
- the Consumer Protection from Unfair Trading Regulations 2008 prohibit the practice of advertising goods at a price and then failing to make them available for a reasonable period and in reasonable quantities (unless the grounds for doing so were previously disclosed), or making an invitation to purchase products at a specified price and then refusing to show the item to consumers, or take orders to deliver it at the price, or demonstrating a defective sample with the intention of promoting a different product. If it becomes evident that this has occurred, the sale will not be allowed to proceed. Claims that the van carrying the goods has broken down en route will not be a reasonable excuse
- prior to the commencement of the sale, the selling price of all goods must be marked on the goods themselves, or on a ticket, notice or price list prominently displayed in close proximity to the goods, such that the selling price of all goods is clearly visible to prospective purchasers
- all goods must be on open display for examination, selection and purchase by persons attending the sale, as in a typical retail outlet, with sales persons dealing on a one-to-one basis with purchasers. Goods must not be selected and then offered for sale either individually or in lots during the course of a controlled sale from a stage or central position
- a receipt for money must be given to all purchasers. The organiser's name and address must appear on the receipt, in compliance with the Companies Act 2006
- consumers' rights under the Consumer Rights Act 2015 in respect of faulty, misdescribed or unfit goods must not be excluded by any statement whether oral or otherwise
- a responsible member of the organiser's staff must be present during the sale and must handle customer complaints in a sympathetic manner
- statements about the prices at which goods are offered for sale must be made in accordance with the Chartered Trading Standards Institute's *Guidance for Traders on Pricing Practices* and in particular must not include claims about reductions or special offers unless those claims can be proven to be genuine
- all transactions must be conducted in accordance with the laws of fair trading as regards to quality, quantity, safety and description
- sales methods that may confuse or mislead the public must not be adopted
- customers must not be prevented from entering or leaving the premises during the sale
- the owner of the premises reserves the total and unquestionable right to cancel any booking or stop any sale at any time before or during the sale should any of these booking conditions be breached
- officers of the trading standards service will be permitted entry to the sale room at any time during the hiring and are authorised to act as agents on behalf of the owner of the premises

Signature of applicant .....

Name of applicant .....

Telephone number .....

**Note:** these conditions are in addition to any which are normally imposed by the owner of the premises.  
**Details of your booking will be given to the local trading standards service.**