

GET IT RIGHT - PROTECT YOUR BUSINESS

TRADING STANDARDS
LAW EXPLAINED



kent.gov.uk/tradingstandards



**TRADING
STANDARDS**

This simple, practical guide explains your legal obligations as a trader and gives you a few simple but practical steps to follow.

This guide will help protect your business and ensure you comply with the law.



All businesses that sell to consumers MUST...

Clearly display the following information on all company paperwork and websites.

Limited Company

Limited Companies need the following on invoices, quotes, letter headed paperwork and websites;

- Limited company name
- address of registered office
- Company number
- The place of company registration, i.e.: England and Wales.
- Contact telephone number
- Contact Email address
- The VAT number should be visible, if you are registered
- Prices on the website must be clear, easy to understand and inclusive of taxes.
- Any association logo's that you are a member of, for example: Checkatrade, Federation of Master Builders, Federation of Small Business, NICEIC, etc.

This information must be included on letter headed paper / quotes / invoices and must be on the company website.

Example

ABC Enterprises Ltd
Nether Avenue
Gravesend
Kent
ME21 5DG
Company number: 1234567

Telephone:
Email:
VAT Number:

ABC Enterprises Ltd is a company registered in England and Wales.

Sole Trader and Partnerships

Example

As a sole trader or partnership, the name of the owner(s) of the business must be stated and the following information:-

- The VAT number should be visible, if you are registered
- Prices on the website must be clear, easy to understand and inclusive of taxes.
- Any association logo's that you are a member of, for example: Checkatrade, Federation of Master Builders, Federation of Small Business, NICEIC, etc.

Albert Briggs trading as (or t/a) ABC Enterprises.

Nether Avenue
Gravesend
Kent
ME21 5DG

If you sell online you must also provide this information on your website and paperwork.

Telephone:
Email:
VAT Number:



All businesses MUST trade fairly

Unfair trading regulations protect customers from unfair or misleading trading practices and ban misleading omissions and aggressive sales tactics.

These regulations set out a number of Banned Practices, which include;

- Using a logo without authorisation
- Falsely claiming to be endorsed by the Police or other public body
- Falsely stating products or services will only be available for a limited time
- Telling customers that they will be at risk of harm if they don't purchase the product or service
- Describing a product as free when it is not.
- Ignoring a customer's request for a trader to leave their property and making persistent and unwanted communications.

Misleading actions;

A misleading action is when a trader provides false information or in some way deceives the customer.

Misleading omissions include;

When a trader leaves out or hides important information, provides it in an unclear, unintelligible, ambiguous or untimely manner, or fails to make it clear he has a commercial intent.

Aggressive practices can take away a customer's freedom of choice and include;

Harassment, coercion (including physical force) or undue influence. i.e.: using pressure to get a consumer to agree a contract

The Consumer Rights Act 2015

These regulations are relevant to every business that sells directly to consumers. You can find further information on the Consumer Rights Act on the Business Companion website. Look for the in-depth guides at www.businesscompanion.info





The name and address of the limited company must also be displayed in a prominent position in all business premises where customers and suppliers have access. For sole traders, the business owner's names must also be displayed.

Additional information all businesses MUST provide

All you need to do is give your customers certain information, in writing, before you start work.

The key information you need to provide is:

- Your trading name and address.
- A clear description of the goods or services to be supplied.
- The total cost of the contract or the way in which the cost will be calculated, including any VAT.
- Any delivery costs.
- Your complaints procedure.

Some business will have to provide additional information depending on the nature of their business. For example, if you provide a guarantee, if you deliver products to customers, if you provide after sales care, if you provide services over a period of time. You can find [more information here](#).

Selling to customers in their home

If you agree a contract in a customer's home or away from your business premises you must provide a cancellation notice. It is a criminal offence not to supply a cancellation notice in this instance.

A cancellation notice period is 14 days and can be provided either by email or paper copy. A verbal notice is not sufficient.

It is important to note that if you do not provide the information when agreeing a contract in a customer's home, the contract could be unenforceable and the customer may not have to pay.

Failure to give a cancellation notice when it is required is a criminal offence.

For more information go to www.businesscompanion.info and search for 'off premises sales'.

A cancellation notice is not required when:

- When the contract is for £42 or less.
- You visit a customer in their home and leave a quote with them to look at in their own time and then they call you back at a later date to ask you to carry out the job.

NB: Customers will still have cancellation rights if they are not left to make up their mind in their own time.

- When you are called to carry out emergency maintenance or repair work, such as a leaking pipe or a customer has been locked out of their house. In these emergency cases, consumers do not have a cancellation right; as long as the work does not cost more than £170, has been carried out straight away and the consumer has specifically asked you, in writing, to carry out the work.

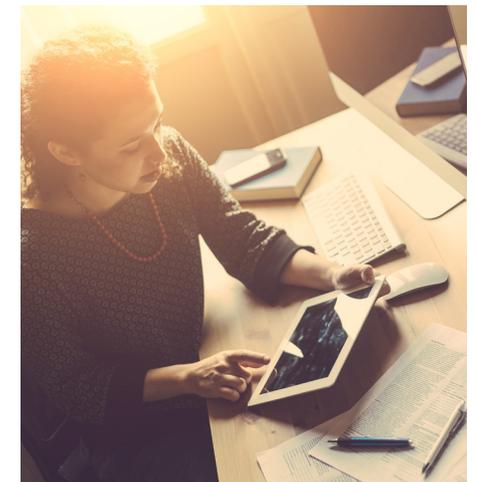
Although the cancellation does not apply, the main information requirements must still be given.

Selling over the internet or phone

If you conduct your business from a distance, i.e. you agree to provide goods or services over the phone and/or take payments without meeting your customer; they may be entitled to a cancellation/cooling off period.

There are similar information requirements and cancellation rights for distance sales as there are when you sell to a customer in their home.

For more information go to www.businesscompanion.info and search for 'distance sales'.



Terms and Conditions

The Consumer Rights Act requires that contract terms and notices used by businesses in transactions with customers are fair, plain and intelligible. It is important, if you are using terms and conditions that they meet the requirements of the Consumer Rights Act.

You can find further information on contract terms at www.gov.uk, search for 'unfair terms explained, individual guides'.

Online Dispute Resolution ODR

Online dispute resolution is an ADR procedure conducted online.

All online traders and online market places must include a link on their website to the ODR platform.

For more information about the service visit ec.europa.eu/odr

If you require further advice please contact your local Trading Standards Service. Some business advice services may be chargeable.

Alternative Dispute Resolution (ADR)

Businesses do not have to belong to an ADR scheme, unless you are required to by law (such as a financial service) or you are required to as part of a trade association membership (such as the Federation of Master Builders.)

If you are required to be a member of an ADR scheme, the name and address of the scheme must be on your website and in your terms and conditions.

If you don't belong to an ADR scheme and a dispute arises which cannot be resolved, you must advise the customer that ADR is available and if you are willing to use it.

Having a good complaints process and a route to ADR will ensure customer confidence in a business.

[You can find a list of certified ADR providers by following this link](#)