



## Trading Standards Guidance For market Operators.

**The Companies Act 2006** requires that consumers should know who they are dealing with and who to contact if they have an issue with their purchase.

The Business names requirement of this legislation applies were you do not trade under your own name.

You must clearly display your business name and address to which legal documents can be sent. These requirements also apply to receipts, invoices orders and correspondence used in the course of your business.

### **Pricing of Goods**

Where goods are offered for sale they must have their price clearly legible, unambiguous, easily identifiable and be inclusive of VAT. Prices can be shown:

- On goods themselves, on a ticket or notice near to the goods OR grouped together with other prices on a list or catalogue(s) in close proximity to the goods. If counter catalogues are used, there should be sufficient copies for consumers to refer to.
- Pricing information must be available - that is, clearly visible to consumers without them having to ask for assistance in order to see it.
- A Unit price must be given where goods are sold loose from bulk. However products prepacked in a constant quantity that are sold from a market stall do not require a unit price.
- If the price is not known at the time, (i.e. you are making the goods to order) you must give an explanation of how the price will be calculated.

**Consumer Rights Act 2015** requires that when you sell something it should be:

- Of satisfactory quality,
- As described and
- Fit for its purpose, and this includes any purpose made known to you the buyer.

If you sell items that do not comply with the above, the consumer can return the goods within the first 30 days and claim a refund. If the consumer has had the goods for more than 30 days they can require the seller to repair or replace the goods.

If a repair or replacements are not appropriate in the circumstances then a consumer can request a full or part refund and or compensation for their losses. Within the first 6 months the law assumes that the fault was present at the time of purchase unless the trader can prove otherwise. After 6 months the consumer has to prove the fault was there at the time of purchase. However relevant circumstances are taken into account, for example, a consumer who buys second hand goods cannot expect them to be as good as new products.

**Consumer Protection from Unfair Trading regulations 2008** this legislation prohibits information that misleads or is likely to mislead consumers in relation to their consumer rights by acts or omissions by the trader. This legislation also makes it an offence to display signage such as “No refunds”. The regulations also protect consumers from aggressive marketing and making inaccurate claims about a product or a service.

**Consumer Contracts (Information, Cancellation additional charges) Regulations 2013** makes a requirement that Traders must give or make available to consumers certain information **before** they enter into a contract for goods, services or digital content with a business. This includes information including your identity (Trading name) your geographical address and telephone number as well as the total price for the goods or services including all taxes. If the price is not known you must give an explanation of how the price will be calculated.

**Hallmarking** If you sell goods made out of gold, silver, platinum and palladium they must be Hallmarked and you must also prominently display prescribed Hallmarking signage giving an explanation of the types of marks that are allowed on UK Hallmarked jewellery.

**Weights and Measures** There are certain requirements on **weighing equipment** for legal use when goods are bought, sold or produced. Weighing equipment that determines the final quantity of goods delivered to customers must be approved as fit for use for trade. When considering using any weighing equipment for legal use it is recommended that the assistance of the Trading Standards Service be sought.

**Trademarks & Counterfeits** – Before selling recorded or branded items such as jewelry, DVDs, clothing, purses and handbags etc. satisfy yourself that they are not counterfeit. If the product you are selling bears the name or logo of a company, but it was not made or endorsed by that company, it will be an infringement to sell it. Heavy penalties can be imposed on anyone who breaches copyright and trademark laws.

Goods made out of **fabric** should be labelled giving the **fabric content** of the item. (i.e. 100% wool) There are some exceptions for certain types of goods and we would recommend checking labelling requirements with Trading Standards before you place your goods on the market.

**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 not a general legal requirement (although tax law may require receipts to be produced under certain circumstances).

**Footwear**.Footwear must be labelled with an indication of the main material from which the upper, lining and sock, and outer sole are made in the form of either pictograms (symbols) or words. The label should be attached to at least one item of footwear per pair and it may also appear on the packaging.

## Safety of goods .

The laws sets obligations on the producers of goods . All goods are covered by the general safety requirement which means that only safe products should be placed on the market. Goods sold must be safe and not injure or cause death to both humans or animals.

Many specific goods such as electrical goods, toys, bunk beds, bicycles , paraffin heaters etc have strict regulations governing their safety.

**For that reason Trading Standards do not recommend selling second hand items such as toys or second hand electrical items at market stalls.**

**Cosmetic Products.** There are many controls governing the sale and manufacture of products which come into direct contact with the skin ie creams, soaps and bathbombs. If you produce **cosmetics** it is important that you should seek advice from Trading Standards before you begin selling your products. \*



**Toys** There are many controls which regulate **toy** safety. If you manufacture toys, prior to putting your items on sale, it is important that you should meet with Trading Standards who will be able to advise you regarding toy safety regulations, ce marking , technical files and your obligations under the general safety requirement. \*



*\*You make be required by law to submit your product for testing by an approved body before placing on the market.*

**Foodstuffs.** If you sell food you have a responsibility to ensure that food is kept safe and free from contamination. To sell foodstuffs, the law requires you to register as a food business with the Comhairle's Environmental Health Service; registration is free of charge. There are regulations which govern that food must be safe and must be presented (labelled, advertised etc) in such a way so as not to be misleading to the consumer. There are also requirements under the **Food Information (Scotland) Regulations 2014** which sets out how consumers should be provided with food information (allergens and food labelling) to allow them to make informed choices and to make safe use of food. The Comhairle's Trading Standards service will be able to advise on weights and measures requirements.

For more information please contact

Trading Standards (Phone) **01851 822694** or (email) [jane.gibbons@cne-siar.gov.uk](mailto:jane.gibbons@cne-siar.gov.uk) or [mmacsween@cne-siar.gov.uk](mailto:mmacsween@cne-siar.gov.uk)

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