



## Legislation – Consumer Law

This is about the legislation relating to purchasing and consuming something. Predominantly retail, this covers all products and services provided to the customer. These laws have been arranged in alphabetical order for ease of use.

### A

#### Age Restricted Sales

A new Age Restricted Products Code of Practice was published in 2013 to strengthen the protection of young people and reduce red tape for responsible businesses that sell age restricted products safely, legally and profitably.

The code provides guidance that will encourage regulators to give advice in clear, accessible language in a variety of formats, to ensure legal requirements are explained clearly and fully, direct additional support towards new businesses, and to work closely with local initiatives, including town centre partnerships, local enterprise partnerships and regional tobacco control groups.

Age restricted products have a minimum age of purchase due to their potentially harmful nature.

## Age restricted products

Product	Age limit
Volatile Substances/Solvents	18+
Fireworks	18+
Alcohol	18+
Offensive weapons/knives	18+
Lighter refills containing butane	18+
Crossbows	17+
Airguns & pellets	18+
Tobacco	18+
Caps, cracker snaps, novelty matches, party poppers, serpents and throw downs	16+
Lottery tickets/ scratch cards	16+
Aerosol paint	16+
DVD's, videos, computer games depending on classification	12+, 15+, 18+

*Penalties* – Offences carry a fine between £1,000 - £5,000, prison sentence between 6 months and 2 years and you may lose your licence.

### Tobacco – 18+

#### Children and Younger Persons (Protection from Tobacco) Act 1991(as amended)

You must not sell cigarettes, tobacco products or cigarette papers to anyone under the age of 18.

You must only sell cigarettes in quantities of at least 10 and in their original packaging.

To become a tobacco and/or nicotine vapour product retailer. You must register with the Scottish Government.

### Knives – 18+

#### Offensive Weapons Act 1996 (as amended)

It is an offence to sell to a person Under the Age of 18:

- Any knife, knife blade or razor (apart from replacement cartridges for safety razors).
- Any axe.



- Any other article which has a blade or is sharply pointed and which is made or adapted for use for causing injury to the person.

In England, Wales and Northern Ireland the sale of knives / axes / blades is restricted to age 18 and over in Scotland domestic knives can be sold to those aged 16 and over.

### DVD'S/Videos/Video games (Check Classification)

#### The Video Recordings Act 1984

- U, Uc & PG - Are unrestricted and can be sold to anyone.
- 12 cert - May be sold to persons aged 12 years and over.
- 15 cert - May be sold to persons aged 15 years and over.
- 18 cert - May be sold to persons aged 18 years and over.

### Petroleum – 16+

#### Petroleum (Consolidation) Act 1928

You must not sell petroleum or diesel to anyone under the age of 16, nor must anybody under the age of 16 operate any of the pumps on the forecourt.

You must display in a prominent position, a warning notice stating:  
IT IS ILLEGAL TO SELL TOBACCO PRODUCTS TO ANYONE UNDER THE AGE OF 18



### Aerosol Paint – 16+ Anti-Social Behaviour Act 2003

Aerosol Paint must not be sold to persons under the age of 16.

### Lottery – 16+ National Lottery Regulations 1994

Must only be sold by a person over the age of 16 and must not be sold to a person under the age of 16.

### Fireworks – 18+ The Fireworks (Safety) Regulations 1997 (as amended) You must not supply any fireworks to any person under the age of 18. You must not sell to any person under the age of 16:

- Caps.
- Cracker snaps.
- Novelty matches.
- Serpents.
- Throw downs.

An A3 notice with letters at least 16 mm high must be prominently displayed saying:

### Solvents – 18+ Intoxicating Substances (Supply) Act 1985

IT IS ILLEGAL TO SELL  
ADULT FIREWORKS TO  
ANYONE UNDER  
THE AGE OF 18

IT IS ILLEGAL FOR  
ANYONE UNDER THE  
AGE OF 18 TO POSSESS  
ADULT FIREWORKS  
IN A PUBLIC PLACE

You must not sell solvent based products to anyone under the age of 18 if it is believed that they are likely to be inhaled for the purposes of becoming intoxicated.

Look out for young people:

- Buying only solvents.
- Buying solvents and plastic bags.
- Looking drunk.
- With spots and sores around the mouth and nose.

### Cigarette Lighter Refill Containing Butane – 18+ The Cigarette Lighter Refill (Safety) Regulations 1999

You must not sell a cigarette lighter refill canister containing butane, or a substance containing butane to anyone under 18.

### Alcohol – 18+ Licensing Act 2003

It is an offence to sell intoxicating liquor to a person under the age of 18. It is also an offence for someone under the age of 18 to sell alcohol. The seller, the Licensee and the company may all be accountable for such offences. Liqueur chocolates may only be purchased by persons 16 years and over.

To demonstrate that you have taken all reasonable precautions to prevent the sale of an age restricted product, you should have systems in place to ensure such products are not sold to persons who are underage.

This may include the following:-

- Display signs to show proof of age will be checked.
- Display posters showing age limits.
- Ask for ID on age restricted products.
- Only accept photo ID. This could be a “proof of age” card such as a Validate or Citizen Card, by any card bearing the PASS logo, as a hologram is acceptable. A passport or a photocard driving licence is also a suitable form of I.D.
- Refuse to make a sale if photo ID is not available.
- Enter refusals in a refusal log book.
- Use a till prompt which needs further action to complete the sale.
- Use “Mystery Shoppers” to test the system.
- Have regular, documented staff training. Get staff to sign to say that they have understood the training.
- CCTV.

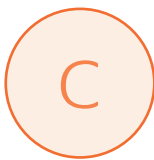
### Age verification checks

Always ask young people to produce proof of their age. The Chartered Trading Standards Institute, the Home Office, the Scottish Government, the National Police Chiefs’ Council and Police Scotland support the national Proof of Age Standards Scheme (PASS), which includes a number of card issuers. The Scottish Government also endorses the Young Scot card.

**Challenge 21 / Challenge 25** - If you sell alcohol in England and Wales you must participate in a scheme to carry out age verification checks on anyone who looks younger than 21 or 25. When selling alcohol, tobacco or nicotine vapour products in Scotland it is a legal requirement to check the age of any customer who appears to be under 25.

**Due diligence** - In the context of the charge of an offence relating to the sale of an age-restricted product, a due diligence defence allows the person accused to defend the charge if they can show that they took all reasonable steps to avoid committing the offence.

In England and Wales, and in Northern Ireland, these steps are not usually defined in the legislation. In Scotland, the legislation may stipulate the evidence of age which must be used to establish the due diligence defence.



## Consumer Credit Act 1974 & 2006

This legislation protects people who enter into credit and agreements relating to hiring goods that involve sums under £25,000. Anyone who lends money, arranges credit or hires out goods for more than 3 months must have a licence from the Office of Fair Trading in London. Key points of this legislation are:

- The credit agreement can be cancelled within a certain period of time once it has been signed; this covers agreements in the home and does not include agreements signed in the seller's store, office or exhibition stand.
- The seller should provide written confirmation and notice of how to cancel for which a written reply must be made within the specified time period.
- The credit provider cannot demand early payment, retrieve the goods or end the agreement without first serving a written notice (7 day default notice).
- Any default notice should be in a specified format and must follow strict guidelines.
- If the amount paid is over a third of the total price of the goods under a HP agreement, the creditor cannot take the goods back without first obtaining a court order.
- If a credit agreement is proved to be unfair, court proceedings may result in a new agreement or alteration to the original agreement.
  - A seller (who grants credit) may arrange credit using a third party.
  - Mandatory information must be provided to the purchaser which includes:
    - The total charge for credit.
    - The Annual Percentage Rate (APR).
    - The cash price of the goods.

The 2006 Act establishes a fairer, clearer and more competitive market for consumer credit, updating consumer credit legislation that has been in place since the 1970's and making it more relevant to today's consumers.



## Consumer Protection Act 1987

This Act deals with three main subjects, liability for defective products, consumer safety and misleading price indications. A consumer may now claim directly against a producer for damages in respect of a defective product. Negligence no longer has to be proved. Consumers may bring an action for civil damages resulting from personal injury and loss of or damage to any property.

It is an offence to supply goods which fail to comply with the "general safety requirement". This means that goods have to be reasonably safe for the purpose for which they are sold. British Safety Standards are held to meet the "general safety requirements". The Act does not include food, which is covered under food safety legislation.

The Act makes it an offence to give misleading price information, by any means whatsoever to any consumer, about goods, services, accommodation or facilities.

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It is now an offence to give misleading information about prices, whether on the trader's own behalf or on behalf of another, if the statement asserts that:

- The price is less than in fact it is.
- The price is independent of facts or circumstances when in fact it is not.
- The price covers matters on which in fact an additional charge will be made.
- The price will be increased (or reduced) (or maintained) when in fact it will not be.
- That the facts which the consumer is relying upon are not what they are purported to be.

The rules apply to services as well as goods.

### **The Consumer Protection Act 1987/General Product Safety Regulations 1994 and 2005**

Part I and II of the act in conjunction with the General Product Safety Regulations (GPSR) deal with unsafe goods. Part II tries to prevent or reduce the risk of consumers being injured by dangerous or faulty goods. The GPSR says that traders who supply new or second-hand goods must make sure those goods are safe. There are also special Safety Regulations, which say that goods may only be sold if they meet the minimum safety standards, which are usually based on those, set down by the British Standards Institution (BSI).

In principle, the 2005 Regulations apply to all products (new and second-hand) used by consumers, whether intended for them or not.

An enforcement authority in England and Wales or Northern Ireland may apply for a forfeiture order to seize any goods or serve a suspension notice prohibiting supply of a product for up to 6 months if there on the grounds that there has been a contravention in relation to the safety of those goods. In Scotland the sheriff may make this order.

## **The Consumer Rights Act 2015**

The Consumer Rights Act 2015 seeks to simplify, strengthen and modernise UK consumer law. The Act replaces three large sections of consumer legislation - The Sale of Goods Act, Unfair Terms in Consumer Contracts Regulations and the Supply of Goods and Services Act.

The Consumer Rights Act introduces:

- 30 days to get a refund. For the first time a specific timeframe has been created in which you can reject a faulty item and get a full refund - now 30 days.
- A 'tiered' remedy system. In place for faulty goods, digital content and services, this means your rights to a refund are now more clearly set out. Whether you're entitled to a refund depends on how long you've owned the product.
- Failed repairs. After one failed attempt by the retailer to repair or replace a faulty item, you're entitled to ask for a refund or price reduction.
- A second repair or replacement. If you don't want a refund or price reduction, you have the right to request another repair or replacement at no cost to you.
- Deductions from refunds, no deduction can be made from a refund in the first six months after purchase. The only exception to this is motor vehicles, where a reasonable reduction may be made for the use you've had of the vehicle.
- Digital content rights. This new law gives consumers rights in relation to online digital content that is paid for, digital content supplied free with other paid for items and digital content supplied on a physical medium, such as a DVD.
- Unfair terms in consumer contracts. It will now be easier for consumers to challenge hidden fees and charges. Now the key terms of a contract, including price, may be assessed for fairness unless they're both prominent and transparent.
- Pre-contract information The Consumer Rights Act states that if a retailer provides pre-contract information in relation to a service and the consumer takes this information into account, the service must comply with that information.

The Act extends to England, Wales, Scotland and Northern Ireland. However, some parts of the Act include separate rules for Scotland: for example:

Consumers are entitled to a free of charge repair or replacement, discount or refund by the seller, of defective goods or goods which do not conform to the contract of sale. For goods purchased in England or Wales, if the retailer refuses to repair or replace a faulty product the consumer has six years to take a claim to the small claims court for faulty goods in England, Wales and Northern Ireland, and five years in Scotland from purchase of the goods

## Product quality

As with the Sale of Goods Act, under the Consumer Rights Act all products must be of satisfactory quality, fit for purpose and as described.

The rules also include digital content in this definition. So all products, whether physical or digital, must meet the following standards:

- *Satisfactory quality* - Goods shouldn't be faulty or damaged when you receive them. You should ask what a reasonable person would consider satisfactory for the goods in question. For example, bargain bucket products won't be held to as high standards as luxury goods.
- *Fit for purpose* - The goods should be fit for the purpose they are supplied for, as well as any specific purpose you made known to the retailer before you agreed to buy the goods.
- *As described* - The goods supplied must match any description given to you at the time of purchase.

If what you've bought doesn't satisfy any of the three criteria outlined above, you have a claim under the Consumer Rights Act.

If you want to make a claim under the Consumer Rights Act, you have several possible ways of resolving your issue, depending on the circumstances and on what you want to have done to remedy the situation.

Your rights under the Consumer Rights Act are against the retailer (the company that sold you the product) and not the manufacturer. Therefore, so you must take any claim to the retailer. What you can claim depends on how much time has passed since you made the purchase.

### 30-day right to reject

Under the Consumer Rights Act you have a legal right to reject goods that are: of unsatisfactory quality, unfit for purpose or not as described and get a full refund, as long as you do this quickly. This right is limited to 30 days from the date you buy your product. After 30 days you will not be legally entitled to a full refund if your item develops a fault. This right to a refund doesn't apply to purely digital products, such as music, games or apps that you buy as downloads. You can however ask for a digital product to be repaired or replaced if it develops a fault.

### Perishable goods

The right to reject is shorter for perishable goods where the period will be determined by how long it is reasonable to have expected the goods to last. For example, milk would be expected to last until its use-by date as long as it's stored correctly.



### Repair or replace

If you are outside the 30-day right to reject, you have to give the retailer one opportunity to repair or replace any goods or digital content which are of unsatisfactory quality, unfit for purpose or not as described.

You can choose whether you want the goods to be repaired or replaced. But the retailer can refuse if they can show that your choice is disproportionately expensive compared to the alternative. If the attempt at a repair or replacement is unsuccessful, you can then claim a refund or a price reduction if you wish to keep the product.

You're entitled to a full or partial refund instead of a repair or replacement if any of the following are true:

- The cost of the repair or replacement is disproportionate to the value of the goods or digital content.
- Repair or replacement is impossible.
- Repair or replacement would be significantly inconvenient.
- Repair would take unreasonably long.
- The repair has been unsuccessful.

If a repair or replacement is not possible, or the attempt at repair fails, or the first replacement also turns out to be defective, you have a further right to reject the goods for a full or partial refund.

If you don't want a refund and still want your product repaired or replaced, you have the right to request the retailer makes further attempts at a repair or replacement.



### From 30 days to six months

If you discover the fault within the first six months from delivery, it is presumed to have been there from the time of delivery - unless the retailer can prove otherwise. During this time it's up to retailer to prove that the fault wasn't there at the time of delivery, it's not up to you to prove that it was.

If an attempt at repair or replacement has failed, you have the right to reject the goods for a full refund or price reduction - if you wish to keep the product. No deduction can be made from a refund in the first six months following an unsuccessful attempt at repair or replacement. The only exception to this rule is motor vehicles where a reasonable reduction may be made for the use you've already had of the vehicle. If you'd prefer to keep the goods in question you can request an appropriate price reduction.

### Six months or more

After the first six months the burden is on you to prove that the product was faulty at the time of delivery. In practice, this may require some form of expert report, opinion or evidence of similar problems across the product range. You have six years to take a claim to the small claims court for faulty goods in England, Wales and Northern Ireland and five years in Scotland. This doesn't mean that a product has to last six years. It just means that you have this length of time in which to make a claim if a retailer refuses to repair or replace a faulty product.

### Goods that have a digital element

For goods that have a digital element, such as a smart TV or digital content supplied in a physical form, you do have a 30-day right to reject it and get a refund. This right applies if any part of the product, including the digital element - for example, the software on your smart TV - doesn't work properly or develops a fault.

### Digital content

The Consumer Rights Act defines digital content as 'data which are produced and supplied in digital form.' Just like goods, digital content must be:

- Of satisfactory quality.
- Fit for a particular purpose.
- As described by the seller.

If digital content does not conform to these criteria, you have the right to a repair or replacement of the digital content you've purchased. But if that repair or replacement doesn't fix the situation, you can ask for a price reduction which can be up to 100% of the cost of the digital content. The retailer will have to compensate you if any device or other digital content you own is damaged as a result of the digital content you've downloaded. This applies where that damage would not have occurred had 'reasonable care and skill' been exercised in the provision of the digital content - even if that content was provided free of charge.

### Delivery rights

The retailer is responsible for goods until they are in your physical possession or in the possession of someone appointed by you to accept them. This means that retailers are liable for the service provided by the couriers they employ - the delivery firm is not liable. The retailer is responsible for the goods until they are delivered to you and in your possession.

### Late deliveries

There is a default delivery period of 30 days during which the retailer needs to deliver unless a longer period has been agreed. If the retailer fails to deliver within the 30 days or on the date that has been agreed, you can do the following:

- If your delivery is later than agreed and it was essential that it was delivered on time, then you have the right to terminate the purchase and get a full refund.
- If the delivery isn't time essential but another reasonable delivery time can't be agreed, you're also within your right to cancel the order for a full refund.

### Supply of a service

The term 'service' covers a wide variety of services including large and small-scale work you might have carried out in your home. From a small repair job on a vehicle with no written details or the installation of solar panels to a new kitchen or major building work, all these require you to enter into a contract. Services can be provided alone or they may be provided with goods, for example, the fitting of a new kitchen. Examples of services provided without goods include:

- Dry cleaning.
- Entertainment.
- Work done by professionals, such as solicitors, estate agents and accountants.
- Building work or home improvements.

Examples of services provided with goods include:

- Repairs to goods where parts are replaced e.g. car repairs.
- Fitted kitchens or bathrooms.
- Home improvements involving building and decorating work.
- Double glazing.

In all of the above examples, the service contract is governed by the Consumer Rights Act which means you can use this as protection should anything go wrong.

The rules mean that all contracts for services must do the following:

- The trader must perform the service with reasonable care and skill.
- Information which is said or written is binding where the consumer relies on it.
- Where the price is not agreed beforehand, the service must be provided for a reasonable price.
- The service must be carried out in a reasonable time.

If the service you're provided doesn't satisfy these criteria, you're entitled to the following remedies under the Consumer Rights Act:

- The trader should either redo the element of the service which is inadequate or perform the whole service again at no extra cost to you, within a reasonable time and without causing you significant inconvenience.
- Or, in circumstances where the repeat performance is impossible or can't be done within a reasonable time or without causing significant inconvenience, you can claim a price reduction. Depending on how severe the failings are this could be up to 100% of the cost.

## Unfair contract terms

Your rights under the Consumer Rights Act make it easier to challenge hidden fees and charges. Now the key terms of a contract, including price, may be assessed for fairness unless they are both prominent and transparent. This is an improvement for consumers because previously such terms were exempt from a fairness test if they were written in plain language.

Terms may be deemed unfair if:

- They are contrary to the requirements of good faith, meaning they must be designed, negotiated and entered into with the consumer in a fair and open way.
- They cause a significant imbalance between the rights of the retailer and consumer to the detriment of the consumer.



Some examples of terms that may be unfair under the Consumer Rights Act include:

- Fees and charges hidden in the small print.
- Something that limits your legal rights.
- Disproportionate default charges.
- Excessive early termination charges.

If you think a contract term is unfair, you should complain to the trader. If the trader doesn't agree, we recommend you seek legal advice before breaking the terms of the contract. As a last resort you could take the trader to court and the court will decide whether a term is unfair.

If the court decides that a term is unfair you may be able to ignore the term or even cancel your contract without having to pay a cancellation fee.

## Competitions Acts 1998

This legislation encourages:

- Lower prices.
- New products.
- Better quality.
- More choice.

It is also good for fair trading businesses which flourish when markets are competitive.

It guards against cartels and abuse of a dominant position in the marketplace.





## Consumer Protection from Unfair Trading Regulations 2008 (the CPRs)

These regulations came in to force on 26th May 2008 and implement the Unfair Commercial Practices Directive (UCPD).

The aim of the UCPD is to harmonise consumer protection across the European Union, they replace many pieces of consumer legislation including part 3 of the Consumer Protection Act 1987 (misleading prices), the majority of the Trades Description Act 1968 and the Control of Misleading Advertising Regulations 1988. These regulations prohibit trading practices which are unfair to customers.

There are four different types of practices to consider:

1. 31 specific practices which are always considered to be unfair.
2. Misleading actions and omissions.
3. Aggressive practices.
4. A general duty not to trade unfairly.

The CPRs identify three different types of customers the:

1. Average customer.
2. Targeted customer.
3. Vulnerable customer.

The CPRs states 31 specific practices which are always considered to be unfair.

Here are just some of these practises:

- *False endorsements/authorisations* - such as false claims to membership of trade associations, false claims that a product has been approved.
- *Misleading availability* – Baiting a customer with advertising that states a product is at a low price when stocks are not available or low numbers at that price, or selling-up to a higher price. This includes falsely stating products are only available if purchased immediately.

- *Misleading context/effect* – The trader falsely claiming a cease in trading or moving premises, that a product has curative properties or describing a product as free when there is a cost in claiming the item.
- *Prize draws* – Competitions where the customer wins a prize, but claiming that prize involves paying money or incurring a cost.
- *Aggressive selling* – Making persistent, unwanted calls to customers or creating the impression that the customer must buy now.
- *Unreasonable demands* – Such as making unreasonable demands such as further, irrelevant documentation to obtain the product or failing to respond to correspondence in order to dissuade the customer from exercising their contractual rights.

The consequences of noncompliance with Consumer Protection Regulations Civil enforcement action may take place in respect of a breach of CPRs under Part 8 of the Enterprise Act. This can be done by applying to a court for an enforcement order. A breach of such an order could lead to up to two years imprisonment and/or an unlimited fine.

The CPRs also contain criminal offences, which can lead to being prosecuted by the Office of Fair Trading (OFT). The penalties are:

- On summary conviction, a fine not exceeding the statutory maximum (currently £5,000, as of July 2009).
- On conviction on indictment, an unlimited fine or imprisonment for up to two years, or both.

Except where urgent action is necessary, businesses will always be given a reasonable opportunity to stop an infringement before the Office of Fair Trading (OFT) seeks an Enforcement Order. In many cases, this would be a minimal period of 14 days for consultation with the business. In many cases the process would begin with a letter to the business to outline the consequences to the business of a failure to respond to their request to cease the activity of concern, the OFT invite the business to open dialogue.

Some of the relevant factors in assessing whether the business activity warrants action are:

- *The intent of the business* – Was the breach deliberate?
- *The history of breaches by the business* – Is this a problem trader?
- *The damage being done to consumers* – For example, is there targeting of customers who will suffer considerable detriment or be otherwise harmed unless action is taken.

If a satisfactory undertaking were accepted, no proceedings would be brought against the person giving and complying with the undertaking. However, where no satisfactory undertakings have been accepted, or breached are more serious, proceedings may be taken for an enforcement order.

## Control of Misleading Advertisements (Amendment) Regulations 2000

These Regulations amend the Control of Misleading Advertisements Regulations 1988 (SI 1988/915) (“the principal Regulations”) by adding provisions dealing with “comparative advertisements” to the regime governing “misleading advertisements” set out in the principal Regulations. A “comparative advertisement” is defined as being an advertisement which either implicitly or explicitly identifies a competitor or goods or services offered by a competitor.

E

### Enterprise Act 2002

The Act makes a number of reforms designed to crackdown on abuse that harms customers and fair trading businesses and therefore encourages productivity and enterprise.

F

### Fair Trading Act 1973

This Act protects consumers by prohibiting misleading or deceptive conduct in trade. It also:

- Prohibits certain specific types of misleading conduct and misrepresentations.
- Prohibits specific unfair trading practices.
- Sets safety standards and consumer information standards.
- Provides consumers with remedies for conduct that breached the Act.

The Act applies to anyone engaged in trade. Trade includes any business, industry, profession, occupation, commercial activity, or undertaking relating to the supply or acquisition of goods or services; it includes the sale or purchase, or other disposition or acquisition, of any interest in land. I

It covers all aspects of business, including advertising, pricing, sales techniques and finance agreements.

The Act established The Office of Fair Trading which enforced both consumer protection and competition law, acting as an economic regulator. Their goal was to make markets work well for consumers, ensuring vigorous competition between fair dealing businesses and prohibiting unfair practices such as rogue trading, scams, and cartels. Its role was modified and its powers changed with the Enterprise Act 2002. It existed from 1973 to 1 April 2014. Its responsibilities have been passed to a number of different organisations.



P

### Prices Act 1974/1975

This provides power to regulate the price display of certain goods and provides protection and price information for consumers.

Prices must be clear, legible and unambiguous. They must state all related prices (where not included with the main price) such as the current rate of VAT, postage and packaging cost etc.

The Act controls the manner in which prices may be indicated and requires any surcharges for different methods of payment to be made clear. Businesses can be fined up to 10% of their worldwide turnover if they contravene the Act and third parties can claim damages against them. Involvement in cartels can also bring disqualification from directorships for up to 15 years.

### Price Marking Order 2004

The Price Marking Order applies to products only and is limited to sales between traders and consumers. It does not apply to services or products supplied in the course of the provision of a service.

It does not apply to sales by auction or sales of art and antiques.



Where goods are offered for sale they must have their price clearly indicated, and be inclusive of VAT (if the price can be seen by consumers). There are specific requirements for indicating the unit price of a product. Price Marking Order 2004 in Northern Ireland comes under the Price Marking (Northern Ireland) Order 2004

The legislation specific to price marking applies to products only and is limited to sales between traders and consumers. However, there is more general consumer protection legislation that defines 'product' more broadly including goods, services, rights, and obligations.

This legislation prohibits traders from giving misleading information to consumers about prices and prohibits other traders in relation to pricing when advertising their products.

### Statutory Rights

S

It is illegal to display signs or notices that may restrict consumer's statutory rights. Restrictive statements on advertisements or attached to goods are also prohibited.

These statements include:

- No refunds.
- No refunds on sale items.
- Credit notes only given on sale items.
- Sold as seen and inspected.
- No refunds without a receipt.
- Defective items to be returned within 7 days.

These types of statements should not be used even if the words 'statutory rights are unaffected' has been added to the statement.

T

### Trade Descriptions Act 1968

This Act has been mostly replaced by the Consumer Protection Unfair Trading Regulations 2008.

It is a criminal offence to falsely describe goods or services or to supply or offer for sale any goods or services to which a false description applies. It is also an offence to make reckless statements e.g. statements without the knowledge to support any claims made about the goods or services. Examples of offences include describing pork as veal or frozen food as fresh. These are also offences under the Food Safety Act 1990. Other offences include misleading information in hotel brochures about amenities such as availability of certain services.

U

### Unfair Contract Terms Act 1977

This civil law tries to stop traders from avoiding their responsibilities if a customer is injured or their possessions are damaged due to a trader failing to take proper care.

The Act imposes limits in England, Wales and Northern Ireland to the extent civil liability for breach of contract, of for negligence or other breach of duty, can be avoided by means of a contract, and in Scotland how civil liability can be avoided by means of contract terms.

W

### Weights and Measures Act 1985 and Packaged Goods Regulations 2006

Under the Weights and Measures Act 1985 draught beer and cider must be sold in quantities of 1/3 pint, 1/2 pint or multiples of 1/2 pint. It may be served either into government stamped brim measure or line measure glasses or from government stamped meters. If line measure glasses are used the liquid must reach the line. In the case of brim measure glasses there must not be an excessive head. These restrictions do not apply to bottled and canned beers and ciders or mixed drinks such as shandies.

From 1 January 1995, the four specified spirits: gin, rum, whisky and vodka have to be sold in metric measures of 25mls or 35mls, or multiples of these. The measure selected must be used throughout one establishment and for all four spirits. A notice must be displayed in each bar displaying the measure dispensed. The measure used must be a stamped optic marked with the quantity dispensed. Stamped thimble measures may also be used. Any other alcoholic beverages sold by measure must be dispensed by a stamped optic or measure.

These requirements do not apply where the liquor in question forms a constituent of a mixture of three or more liquids such as a cocktail. If a customer expressly asks for a mixture of liquids containing any of these liquors but in a quantity not otherwise permitted it is lawful nonetheless for the licensee to meet the customer's request.

Wine has to be sold in the metric measures of either 125mls or 175mls or multiples of these. Both measures can be used in the same establishment. It has to be served into a government stamped glass or from a government stamped measure. Wine sold by carafe may be sold in the following quantities: 250mls, 500mls, 750mls, or one litre. Carafes must be stamped with the quantities. All measures have to be advertised to the consumer.

This is a criminal law, which means that any trader who breaks it can be prosecuted. Trading Standards Inspectors enforce this law to ensure that customers are not given less value in goods than they have paid for and that traders do not use inaccurate weighing or measuring equipment.

In 2006, new regulations were introduced to include the information given on packaged goods. This legislation covers a wide range of businesses which focus on providing goods to customers in quantities that are accurate and fair.

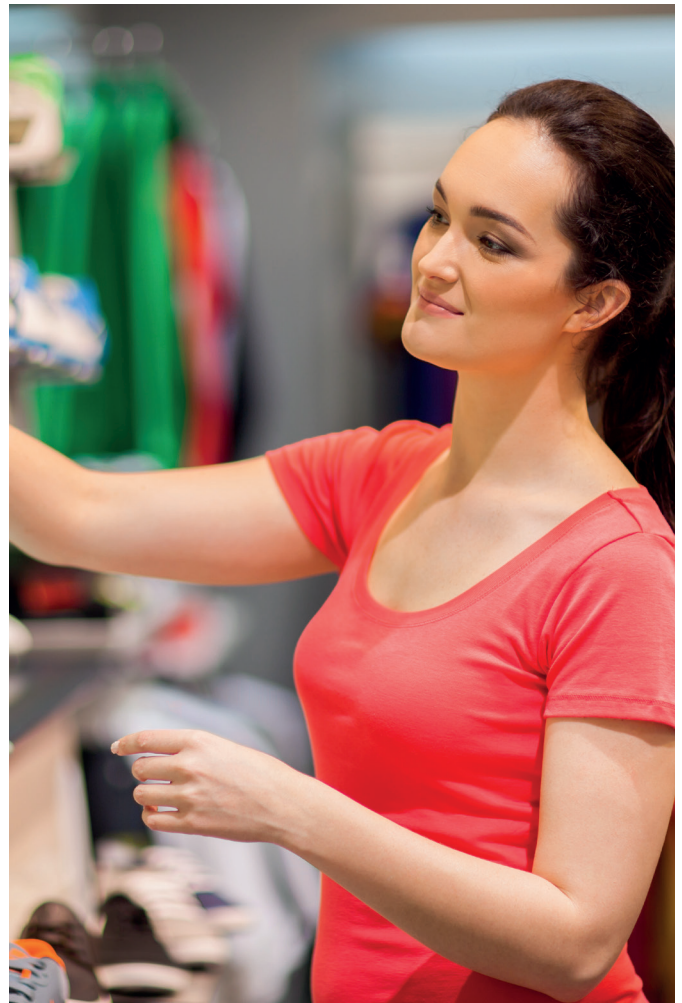
Examples of this legislation include:

- If selling items by weight, ensure the customer is informed about the weight before payment is taken.
- All weighing equipment **MUST** be accurate and stamped to show that it may be used for trading purposes.
- If goods are sold in a container, the container must not exceed the permitted weight.
- Trade approved equipment only must be used for weighing jewellery (Jewellers & Pawnbrokers).
- Alcohol (gin, whisky, vodka, rum, beer and wine) must be sold in prescribed quantities and any notices or labels easy to read and understand.
- The name of fruit and vegetables must be clearly displayed if sold loose and packaged products marked with the net weight.

The Act applies to England, Wales and Scotland but Northern Ireland is responsible for its own weights and measures legislation.

## **Weights and Measures (Northern Ireland) Order 1981**

Much of this still follows the standards of those in the rest of the UK but is governed by their law under the Weights and Measures (Northern Ireland) Order 1981 which state how goods should be sold according to their weight or measurement and The Weights and Measures (Packaged Goods) Regulations (Northern Ireland) 2011 that controls the trade use of weighing and



measuring equipment and sets out how goods should be sold by weight or measure.

It states that some goods should only be packed and sold in specific quantities and it makes it a criminal offence to sell short weight or measure.

This Order controls the trade use of weighing and measuring equipment and sets out how goods should be sold by weight or measure. It states that some goods should only be packed and sold in specific quantities and it makes it a criminal offence to sell short weight or measure.