businesscompanion
trading standards law explained

One-day and occasional sales

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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 England, Scotland and Wales

If you offer your premises, or rooms in your premises, for hire, you may receive requests to use it to host a one-off sale – this may include bankrupted, liquidated or ex-catalogue goods or could include a business wanting to sell their goods and/or services as a one-off event at your location.

Events may be described as seminars, conventions or parties, where information is provided to attendees, but there is also the opportunity to purchase goods or services from the trader, or even for consumers to sell goods to traders, such as gold or antiques.

There are also 'pop-up shops', where someone may want to hire your premises to run a retail business for a limited period.

Although many requests will be genuine, there are rogue traders who want to use your premises for a fraudulent one-day sale, including events such as 'mock auctions'. This can create problems for consumers and could damage your reputation.

Off-premises sales

Whether or not the trader hiring your premises is genuine, these sales and pop-up shops could be classed as 'off-premises' sales, as the transactions are not taking place at the trader's usual place of business.

This means that, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, consumers are entitled to a 14-day cancellation period and can return the goods to the trader if they change their minds. In these circumstances, particular information must be given in writing to the consumer, something which many traders will not do.

More information on off-premises sales can be found in 'Consumer contracts: off-premises sales'.

Bogus sales and mock auctions

Typically, a room will be booked for a sale of household goods or similar. The sale will then be advertised by various methods, including social media, in the local papers, and/or leaflets delivered to houses in the locality or handed to people on the street. These adverts usually feature a range of bargain-priced goods, offered for disposal at a 'sale of bankrupt stock', 'massive liquidation sale' or some similarly described event.

The sale

The apparent bargains on offer often attract quite a large crowd, but in practice the bargains rarely, if ever, materialise at the sale. For example, a 'massive disposal sale' featuring a range of brand-name goods such as televisions or Blu-ray players may actually turn out to be a sale of low-value goods such as tool sets, glasses, blank DVDs and electrical goods, many of which may be reconditioned, seconds or customer returns.

The goods will not be on open sale but will instead be offered for sale during the course of a very slick sales promotion, delivered from a podium to a crowd of expectant consumers, who are very often completely taken in by sales tactics that rely on crowd psychology to generate excitement. These tactics may include asking consumers to put up their hands if they want to buy certain goods or a bag of goods, or selecting certain consumers to the exclusion of the rest of the audience.

In a typical sale, the salesperson will begin by offering low-value goods at giveaway prices. They will then proceed to develop the sales atmosphere by apparently offering for sale more valuable items. These items may actually be 'purchased' by the organisers' accomplices in the audience, adding to the excitement. A limited selection of brand-name electrical goods may be displayed on the sales rostrum without ever being sold. However, their presence keeps the audience's interest.

The organisers' aim is to reach a point where consumers are willing to hand over money to purchase the contents of sealed bin bags in the expectation that they contain quality goods. The consumers are told not to open the bags until they get outside, or at home, and it then turns out that they contain cheap, poor-quality items or even faulty items and household bricks to add weight. By this time, it is usually too late. Even where the consumer is able to identify or contact the organisers to make a complaint, the organisers can be very unhelpful in dealing with them.

The sales practices described are likely to be 'banned practices' under the DMCCA (see 'Misleading availability' in the 'Protection from unfair trading (criminal law)' guide). The promoter could face either prosecution or action under the DMCCA to prevent the practices. There could also be action against

deceptive descriptions, pricing methods or fraud.

The complaints

Typical complaints allege:

- misleading promotional material and sales methods
- the sale of faulty, misdescribed and poor quality goods
- difficulty in contacting the trader to obtain refunds
- failure to give consumers their cancellation rights

Venues have complained that the nature of the sale has been misrepresented to them when they accepted the booking and, in some cases, that they have not received payment for the booking. At some sales, members of the venue staff have had to deal with very angry consumers who held them responsible for resolving their grievances with the sales promoter.

What can I do?

The obvious answer is to say no to any enquiries from sales organisers. However, if you are not sure whether the enquiry is from a genuine trader, ask some probing questions about the proposed sale when you receive the initial booking enquiry.

You should ensure that you have a system to deal with bookings for sales at your premises, including such actions as keeping written details of all bookings. If the booking is made by telephone, look the company up online and call them back to ensure that they are who they say they are. Ask questions about the nature of the booking to see what response you get. If you are at all suspicious, politely refuse and warn other potential venues.

A booking form, including a code of conduct, has been prepared for venues to secure written agreement that the hirer will abide by certain terms and conditions. The form has been designed to prevent the conduct of a one-day sale of the type described above. You may also wish to refer to the terms and conditions provided on the form when the initial booking enquiry is received, to assist you in establishing the nature of the proposed sale. If you receive the right assurances from the enquirer, and decide to proceed with the booking, the hirer should be asked to sign the form. The booking form is attached; it refers to the Chartered Trading Standards Institute's *Guidance for Traders on Pricing Practices*.

It is also a good idea to tell traders that you know about consumer law and reserve the right to attend yourself and notify your local Trading Standards service, so they can ensure that the trader doesn't break any rules.

Some local authorities have a by-law in place that requires both the occupier of the premises where a sale is to take place and the person holding the sale to give written notification to that local authority if an occasional or one-day sale is to take place. You are advised to check with your local authority to see if there is such a by-law before going ahead with any booking.

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: April 2025

Key legislation

- Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
- Digital Markets, Competition and Consumers Act 2024 (Part 4, Chapter 1)

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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