

Where you sell: how to work out where a contract was made

	Scenarios					What do you need to be aware of?
<p>On-premises</p> <p>Please note that this is a 'catch all' category and covers every contract that does not fall within the 'off-premises' or 'distance' categories. It does not necessarily relate to where the contract is made.</p>	<p>Customer visits trader's store, selects and buys a washing machine, then pays for it at the checkout.</p>	<p>Customer buys a set of pans from a trader's market stall (regular pitch).</p>	<p>Trader demonstrates mobility aid in a customer's home, leaves quotation or sends it later. Customer does not immediately agree the contract.</p> <p>Note: it doesn't matter if the customer later agrees by phone or email, it's still on-premises; the reason for this is that both off-premises and distance contracts have strict definitions, and anything that doesn't fall within those definitions counts as on-premises.</p>	<p>Customer visits a golf club and pays for a single round of golf.</p>	<p>Customer visits mobile phone store and trader carries out in-store credit top-up.</p>	<ul style="list-style-type: none"> information requirements (unless it is a day-to-day transaction that is performed immediately) right to cancel does not apply no added 'extras' unless customer clearly agrees helpline charges at basic rate delivery arrangements responsibility for goods
<p>Off-premises</p>	<p>Trader visits customer at home and customer signs contract for replacement fascias and guttering.</p>	<p>Trader visits customer at home and customer proposes a price for a contract for fitting a kitchen. Trader agrees the contract later.</p> <p>Note: this is very unusual because it is normally the trader who proposes the price.</p>	<p>Trader gives sales pitch on the street and persuades customer to buy a pressure washer. Customer is taken immediately to the trader's shop and buys the item.</p>	<p>Trader calls at customer's home and contract agreed for non-urgent roof repairs to be carried out.</p>	<p>Customer buys school uniform from trader who has organised an excursion to the school to promote and sell school-wear.</p>	<ul style="list-style-type: none"> information requirements cancellation forms right to cancel (if it applies) effects of right to cancel repair or maintenance services carried out immediately offence of failure to give notice of the right to cancel no added 'extras' unless customer clearly agrees helpline charges at basic rate delivery arrangements responsibility for goods inertia selling
<p>Distance</p>	<p>Customer orders and pays for clothing from an online trader.</p>	<p>Trader delivers homeware catalogue to customer's home and customer phones to place and pay for order.</p>	<p>Customer views jewellery on interactive TV programme and orders and pays by phone.</p>	<p>Customer visits online dating agency website and pays for a subscription via the website.</p>	<p>Customer downloads or streams: music, films, books and/or apps from online traders.</p>	<ul style="list-style-type: none"> information requirements requirements when contract concluded electronically disclose identity and purpose of phone call when concluding a distance contract right to cancel effects of right to cancel no added 'extras' unless customer clearly agrees helpline charges at basic rate delivery arrangements responsibility for goods inertia selling

Note: once you know where you make sales, you'll need to read the relevant guides on on-premises, off-premises and distance sales to find out how to implement the requirements summarised above.