

## Selling on the Internet

Here you can find information about the legal controls that apply when selling online and also advice for businesses when selling on the internet.

- The current consumer law still applies online. This includes the [Sale and Supply of Goods Act 1994](#).
- There are extra pieces of legislation more specific to internet trading such as The Consumer Protection (Distance Selling) Regulations 2000 (as amended) and the Electronic Commerce (EC Directive) Regulations 2002. Please read the section below for more details about these regulations.

### **Consumer Protection (Distance Selling) Regulations 2000 (as amended)**

Listed below are the key features of these regulations.

- The consumer must be given clear information about the goods or services offered.
- After making a purchase, the consumer must be sent confirmation.
- The consumer has the right to cancel within 7 working days for most goods and services.
- For services, the supplier must tell the consumer how the right to cancel may be affected if they agree to performance beginning less than 7 working days after the contract was concluded. This information must be provided prior to or in good time during the performance of the contract.

For more detail please visit the [Consumer Protection \(Distance Selling\) Regulations 2000](#) webpage.

### **Electronic Commerce (EC Directive) Regulations 2002**

These regulations state what information must be included on a website.

The following list states what information must be included on the website under these set of regulations as well as other legislation.

- Full company details - name, a UK geographic address and an e-mail address.
- Full terms and conditions that are readily accessible, fair and meaningful.
- A description of the goods or services being sold.
- Pricing information, including any delivery charges, taxes, excise duty, etc.
- Information about how long the offer or price applies.
- Details of stages involved in the ordering process, including any costs involved in distance communication if the cost is at anything other than a standard rate.
- The different technical steps to follow to conclude a contract, so that consumers are made aware of what the process will involve and the point at which they will commit themselves.
- Information about the availability, delivery and dispatch of the goods.
- Information about substitutes in the event that goods or services are not available, including telling the consumer that the cost of returning unsatisfactory substitute goods will be refunded.
- Clear complaints procedure and policy on returning goods.

- Information about withdrawal/cancellation rights.
- A statement that the UK law is the applicable law\*\*.
- A statement indicating that, when buying goods and services on the internet, the consumer is entering a legally binding contract.
- The technical means for identifying and correcting input errors prior to the placing of the order.
- A data protection statement\*.
- A privacy policy and information about security issues\*.
- A cookie (unique identifier) policy\*.
- An opt-in box for unsolicited e-mail\*.
- Details of any registration scheme to which you belong and your registration number, or other means of identification in that register.
- Details of certain professional bodies you are registered with, your professional title and applicable rules (e.g. chartered surveyor and RICS).
- Details of any Code of Practice to which you subscribe. VAT number (if appropriate).

\* These provisions are by virtue of data protection legislation and the Privacy and Electronic Communications (EC Directive) Regulations 2003 both enforced by the information commissioner. Detailed advice on these provisions can be found on the [Information Commissioner website](#) (external link).

\*\* Regulation 4(4) of the E Commerce Regulations allows businesses the freedom to choose the applicable law and is also intended to aid non-UK consumers. A UK-based business, even if trading via the Internet outside the UK, still has to comply with UK requirements. This does not preclude action being taken against a trader for breaches of legislation outside the UK.

It is also strongly recommended, where relevant, that retail sites incorporate a system to prevent sales of age restricted products such as alcohol, spray paints and videos to persons under the required age. There are many more goods that are subject to age restriction. A full list can be obtained from your local trading standards service.

### **What can happen if a business does not comply with these regulations?**

- If these regulations are not followed this may lead to a claim for damages, or the online contract maybe be invalidated.
- If the breach affects the interest of consumers the business may also get an enforcement order by a trading standards service or other regulator.
- This means that the trading standards service or other regulator can apply to the courts for an injunction against the business for not complying with regulations.
- If breaches continue to occur the people or business concerned could be held to be in contempt of court and face an unlimited fine or imprisonment.
- A breach of the Consumer Protection from Unfair Trading Regulations may also mean that a trader could face a fine in the magistrate's court.