

## Website Owners: Legal Requirements Checklist

This Checklist has been put together to provide some **guidance for website owners** and operators. All websites are unique and it is important that you take specialist legal advice if you are at all concerned about whether your website complies with the relevant regulations.

If you operate a website there is certain information you are required to provide. There is quite a maze of rules and regulations to negotiate in order to work out exactly what applies to you. The law in this area largely results from European Directives aimed at promoting confidence – particularly by consumers - in the use of the internet for trade. Unfortunately, as with many well-intentioned laws, rather than everything being set out in one set of rules, there are multiple sets of regulations which overlap, but with slight variations in some of the details. This can make it tricky to comply with them all correctly.

### All websites

All websites should include, at a base level the following:

- ✓ website operator's name
- ✓ postal address for contacting the business
- ✓ email address for contacting the business
- ✓ company details (if applicable – see below for further company requirements)
- ✓ VAT registration number if the activity is subject to VAT
- ✓ details of any relevant supervisory authority.

### Company websites

In addition if the website operator is a company, the website and any other web pages of the company should display details including:

- ✓ registered company name
- ✓ the part of the UK in which the company is registered
- ✓ registered company number
- ✓ registered office address
- ✓ the fact that it is a limited company if it is:
  - a limited company which does not have to use “limited” as part of its registered name, or
  - a community interest company which is not a public company

- ✓ if it is an investment company (according to section 266 of the Companies Act 2006), that that is so
- ✓ if it refers to its share capital on its website, it must give its paid up share capital
- ✓ if it is being wound up, a statement that that is so

### **Regulated professions**

Websites of regulated professionals such as law firms, doctors etc should give details of any registrations with a professional body or similar institution, professional title and the EU member state where that title has been awarded and the professional rules which apply (preferably with a hyperlink), failing which how the relevant rules can be accessed.

### **Ecommerce websites**

If you sell products or services via your website it is important to note that you are making a contract and it is essential that you not only understand when and how the contract is made but also ALL the terms that apply.

The E-Commerce Regulations (the Electronic Commerce (EC Directive) Regulations 2002, to give them their full title) require you to give information to your customer in a clear and understandable way about how to make the contract, whether a copy of the contract will be available, how to check and correct any mistakes before the order is placed and languages available to make the contract. If you follow a code of conduct e.g. of a trade association you should tell them so and how to see that code.

Making a contract online is one of the ways of contracting at a distance to which the Distance Selling Regulations apply. This means that you should supply the consumer with information including:

- ✓ name/identity of your business (see above)
- ✓ full address where there is payment in advance
- ✓ description of the products or services on offer
- ✓ price of the product or services including any taxes
- ✓ costs of, and arrangements for, delivery or supply of the products or services
- ✓ notice of cancellation rights i.e. that, except in certain cases the consumer can cancel the contract during a seven-day 'cooling off' period
- ✓ if a premium rate telephone number applies, details of any call charges before they are incurred
- ✓ how long the price or any special offer applies
- ✓ the minimum length of the contract (if it is ongoing rather than a one-off purchase)

- ✓ if the products or services ordered by the consumer are not available and you intend to provide substitute products or services of equivalent quality and price, you must state this
- ✓ if a customer decides to exercise the right to cancel an order and return the goods, you must specify if they are to pay for the return, otherwise you will automatically be liable for that cost. Note: you cannot make the customer pay that cost if you have supplied substitute goods due to unavailability.

Some of the above information, including that in the first six bullets, has to be confirmed to the customer in a way it can be stored and copied – so not just on the website as that can be changed, but e.g. in an email or letter. That information must also cover how products can be returned and who pays, any guarantees or after-sales service, the consequences of accepting a service before the end of the cooling off period, how a long term contract can be cancelled and where any complaint can be sent. The information should be supplied no later than when the products are delivered or service starts otherwise, in most cases, the ‘cooling off’ period is extended.

### **Additional considerations**

This information is for UK operators of websites aimed at visitors from the UK. If your site is aimed at visitors based in other countries you should check out any applicable laws for those jurisdictions.

### **Need Advice?**

Cousins Business Law offer a fixed fee **Website Review Service**, to look at your website and ensure the relevant legislation has been considered and that you are properly protected.

**Call 0121 446 2437 and speak to Sue Mann about your particular requirements.**