



Is your website compliant? A guide to UK website information requirements

This is a basic guide to the information which should be provided on business websites. This should be especially useful for traders who enter into online contracts, to ensure that they comply with the new regulations which came into effect in June 2014.

Privacy policy

Under the Data Protection Act 1998, if a trader uses information that relates to a living person, who can be identified from that information ('personal data'), it needs to tell that individual what personal data will be collected and how it will be used.

The information must be given before data is collected. It is usual for this to be set out in a privacy policy which appears on the website.

Cookies policy

Many websites use cookies to obtain information about visitors to the site. All website operators should ensure that they have given information on the use of cookies and have obtained consent to their use.

Consent can be:

- 'express' (eg a visitor to the website could be required to tick a box)
- 'implied' (eg if the use of cookies has been brought to the visitor's attention and then the visitor has proceeded to use the website).

This can be achieved by pop-up notices or a link on the home page of the website.

What information is required?

From all website operators

All providers of online services, whether merely providing an information website, or entering into contracts online, must make the following information available to users of their service:

- its name
- its geographical address
- contact details, including its email address (to enable a person to contact the online service provider rapidly and communicate with it in a direct and effective manner)

[An electronic enquiry template through which a consumer can contact the online service provider via the internet, and to which it will reply by email would be regarded as direct and effective. However, if asked by a consumer, it must provide a non-electronic means of communication where the consumer, after first contacting it electronically, finds himself without access to the electronic network (for example, when on holiday) and requests a non-electronic means of communication.]

- where it is subject to an authorisation scheme, details of the relevant supervisory authority

- where its activities are subject to value added tax, its VAT registration number.

Information requirements defined by type of website operator:

<p>Companies</p>	<p>The company's registered name</p> <p>The part of the United Kingdom in which the company is registered</p> <p>Its registered number</p> <p>The address of its registered office</p> <p>Where a limited company is exempt from the obligation to use the word 'limited' as part of its registered name, the fact that it is a limited company.</p>
<p>Members of a regulated profession</p>	<p>Details of any professional body or similar institution with which it is registered.</p> <p>A reference (ideally through a hyperlink) to the professional rules applicable to the online service provider in the member state where it is established. (If no hyperlink can be provided, the site must explain how such professional rules can be accessed.)</p>
<p>Websites which are used to conclude online contracts - both business-to-business & business-to-consumer</p>	<p><i>Under the Ecommerce Regulations 2002</i></p> <p>A description of the different technical steps the customer must follow to conclude the contract.</p> <p>Confirmation of whether or not the contract will be filed and, if so, whether it will be accessible by the customer.</p> <p>A description of the technical means by which the customer can identify and correct the input errors before he places an order.</p> <p>The language(s) offered for the conclusion of the online contract.</p> <p>If the service provider subscribes to a code of conduct (for instance, that applying to members of the Direct Marketing Association), it must say so, and tell the customer how he can consult the code.</p>

<p>Applies only to business-to-consumer</p>	<p><i>Under the Consumer Contracts Regulations 2013</i></p> <p>The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 impose detailed information obligations for distance contracts. Certain information, together with a model cancellation form (where applicable), must be provided pre-contract and confirmed post-contract. These apply to consumer contracts made on or after 13 June 2014.</p> <p>The pre-contract information requirements for distance sales are set out in Schedule 2 of the 2013 Regulations. Many of these were part of the previous law on distance selling; for example, requirements to provide pre-contract information on:</p> <ul style="list-style-type: none"> • the main characteristics of the goods, services or digital content • the identity of the trader • the geographical address and contact details • the total price or delivery costs. <p>But there are some new requirements which include the following:</p> <ul style="list-style-type: none"> • conformity with a contract - for a contract for the sale of goods the online service provider must include a reminder that it is under a legal duty to supply goods that conform with the contract. • after sales service or commercial guarantees - if the trader supplies any after sales services or commercial guarantees then information about this should be provided to the consumer before the contract. • function and interoperability of digital content - for a sales contract to supply digital content, the online service provider should supply information about the functionality and the interoperability of the digital content • proximity of pre-contract information - if an online contract places the consumer under an obligation to pay, the site must make him aware of this in a clear and prominent manner and directly before he places the order. In addition, the consumer must be given particular items of the pre-contract information listed in Schedule 2. This includes such things as the total monthly cost of any ongoing subscription contracts. <p>A detailed review of these provisions is outside the scope of this note, but please see our earlier fact sheet on the download section of our website <i>'Selling to customers? Be aware of the new regulations'</i>.</p>	<p>Applies only to business-to-consumer contracts</p>	<p><i>Under the Consumer Protection from Unfair Trading Regulations 2008</i></p> <p>These regulations have specific rules for 'invitations to purchase' which are intended to give a consumer relevant information to make an informed decision. Generally speaking, an 'invitation to purchase' has the following elements:</p> <ul style="list-style-type: none"> • it is a commercial communication • it indicates characteristics of the product concerned and the price, in a way appropriate to the communication medium used • it thereby enables a consumer to make a purchase. <p>When making an invitation to purchase, a trader must ensure that the following information is provided, or that this information is apparent from the context:</p> <ul style="list-style-type: none"> • the main characteristics of the product • the identity of the online service provider, such as its trading name and the identity of any other business on whose behalf the trader is acting • the geographical address of the online service provider and the geographical address of any other trader on whose behalf the business is acting • the price including any taxes • where appropriate, all additional freight, delivery or postal charges • arrangements for payment, delivery performance and complaints handling • for products and transactions involving a right of withdrawal or cancellation the evidence of such rights. <p>These requirements are supplemented by two additional obligations to provide:</p> <ul style="list-style-type: none"> • information which the average consumer needs to make an informed decision • information which applies to a commercial communication as a result of an EU obligation (eg Distance Selling Regulations).
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