

### **Who do the Regulations apply to?**

The Regulations may apply to you if your business does the following:

- Advertises goods or services online (internet/mobile phones/interactive TV etc)
- Sells goods or services to businesses or consumers online.
- Distributes email promoting goods and services.

### **What information must be given?**

Businesses who advertise or sell goods or services online must provide the customer with the following information:

- The full name & geographic address of the business.
- Contact details including an email address.

### **Other information that must be given if it applies:**

- Membership of trade associations.
- If you have been authorised to advertise or sell goods or services, details of the supervisory authority, e.g. financial services.
- If your business is part of a profession whose qualifications are recognised across Europe, details of the body or institution with which you are registered, details of professional titles, the member state in which such titles were granted and a reference to the rules and how customers can access them.
- If online sales are subject to VAT, details of the VAT number.
- If prices are referred to they must be clearly indicated together with delivery costs.

### **What about commercial communications such as emails?**

If you actively promote goods or services by commercial communications such as an email the communication must:

- Be clearly identifiable as a commercial communication.
- Clearly identify the business or organisation who sent it.

### **Other information that must be given if it applies:**

- Discounts, special offers, promotional competitions and games etc must be identified as such.
- Qualifying terms and conditions must be easily accessible and presented clearly and unambiguously.
- Unsolicited communications must be clearly identifiable as such as soon as they are received by the customer.

### **What about online contracts?**

If customers can place an order online the following information must be given in a clear, comprehensive and unambiguous manner before the order is placed:

- Technical steps to follow in order to conclude the contract including the point at which customers will commit themselves to the contract.
- Whether the contract will be filed by the business and whether it will be accessible to the customer.
- Technical steps to follow to amend any inputting errors prior to placing an order.

### **Other information that in general must be given if it applies:**

- Codes of conduct relevant to the particular order.
- Allow terms and conditions to be stored by the customer.
- Acknowledge receipt of the order electronically without undue delay

NB Most of the above requirements do not apply to online transactions between two businesses if both parties agree to opt out of them.

### **What are the consequences of not complying with the Regulations?**

The Regulations are intended to break down marketing barriers across the UK and Europe and to boost consumer confidence in e-commerce and therefore compliance could increase your market opportunities.

Non compliance with the Regulations however could have serious consequences in that customers may be able to:

- Cancel their order at any stage without being in breach of contract.
- Seek a court order against you
- Sue for damages if they have suffered a loss

The Consumer Protection Service and the Office of Fair Trading may also be able to apply to the courts for a “Stop Now Order” (a type of interdict) if failure to comply harms the interest of the consumer. Failure to comply with the Order may then be held to be a contempt of court which could result in a fine and/or imprisonment.

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These notes have been prepared by Aberdeenshire Council Environmental Health & Consumer Protection. They are provided for the guidance of traders and are not intended to be a definitive statement of the law. Only the courts can give an authoritative interpretation of legislation.

**Are there any other requirements that apply to online sales?**

The Consumer Protection (Distance Selling) Regulations 2000 specifically apply to online contracts as the seller and buyer are not in the same physical location when entering the contract. The Regulations require certain information to be given to the consumer and allows for a cooling off period.

Normal consumer statutory rights apply to online sales and no statement can be made at any time that restricts those rights.

Unfair terms in consumer contracts can be subject to court action to have them removed, and a consumer is not bound by an unfair standard term.

**FURTHER ADVICE IS AVAILABLE FROM:**

Aberdeenshire Council,  
Consumer Protection and Support Services,  
Gordon House, Blackhall Road, Inverurie, AB51 3WA  
Tel: 01467 628323 Fax: 01467 628117

Aberdeenshire Council,  
Consumer Protection and Support Services,  
10 Commerce Street, Fraserburgh AB43 9AQ  
Tel: 01346 510505 Fax: 01346 510484

# The E-Commerce Regulations 2002

## Guidance Notes for Traders

