

GUIDELINES

E-COMMERCE LAW

1&1 eShop



Trusted Shops' legal texts

Samples for supplier identification, general terms and conditions, right of cancellation & privacy policy

1&1

Legal notice

1&1 Internet Limited
Aquasulis House
10-14 Bath Road
Slough SL1 3SA
United Kingdom

www.1and1.co.uk
info@1and1.co.uk

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Legal texts and integration instructions

Trusted Shops GmbH
Subbelrather Str. 15c
50823 Köln

www.trustedshops.de

Directors: Jean-Marc Noël, Thomas Karst, Ulrich Hafenbradl
Commercial register: Amtsgericht Köln, HRB Nr. 32735
VAT number: DE812947877

phone: 0221 – 77 53 66
fax: 0221 – 77 53 6 89
e-mail: info@trustedshops.de

Editorial staff: Dr. Carsten Föhlisch, Martin Rätze, Janusz Dreier

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1 Notes on the use of the sample texts

The present guide is intended to enable a layperson without a legal background to design the required legal texts in their online shop, covering the spectrum from supplier identification, privacy policy, information obligations, right to cancel and general terms, right down to the e-mail confirmation. There is some information on the legal background; however, the focus here is not on an explanation of the statutory provisions or an in-depth consideration of technical sticking points, but on the sample formulations themselves.

It would be beyond the scope of this handbook to consider all possible business models. The texts are not designed to replace legal advice or the requirement on the part of clients to familiarise themselves and work with the relevant legal provisions. The sample texts serve merely as checklists and must always be tested for their specific applicability and adapted as necessary (in particular the `<[marked]>` passages). No liability can be accepted for the completeness and correctness of the sample texts, nor can we be held liable in the event that they are not up to date.

You should check the sample texts below carefully before you use them. The practices may be illegal if the legally defined conditions for admissibility are not met. If in doubt, seek **legal advice**.

2 Supplier identification

2.1 Core supplier identification requirements

Under regulation 6(1) of the E-Commerce Regulations, **all providers of online services** must make certain key information available to the users of their service in a manner which is easily, directly and permanently accessible.

There are additional requirements for **companies** to provide information about themselves under the Companies (Trading Disclosures) Regulations 2008 regulations 6(2), 7(2) and 7(3).

Taking these together, online shops need to provide the following information (supplier identification) in a clearly visible and easily, directly and permanently accessible manner – ideally, on a separate "supplier identification" page or in the terms and conditions:

- The identity (legal name) of the service provider
- The geographical address at which the service provider is established
- The contact details of the service provider, including the service provider's e-mail address, which makes it possible to contact the service provider rapidly and communicate with them in a direct and effective manner.
- If the service provider is registered in a trade or similar register available to the public, details of the register in which the service provider is entered and the registration number (or equivalent means of registration) in that register.
- Where the provision of the service is subject to an authorisation scheme, details of the relevant supervisory authority.
- If the service provider undertakes an activity that is subject to value added tax, its VAT registration number.
- If the website refers to prices, these must be clear and indicate whether they include tax and delivery costs.
- **The sample Supplier Identification** can be included at the beginning of your terms and conditions or as a separate "supplier identification", "About us" or "Legal information" page.

M1: Supplier identification for companies

[XYZ.co.uk] is a site operated by [company name with legal status e.g. XYZ Ltd].

We are registered in [name place of registration, e.g. England and Wales, Scotland or Northern Ireland] under company number [your registration number] and with our registered office at [company address: street, postcode, location].

Our main trading address is [trading address].

[Phone number and/or e-mail address]

Our VAT number is [VAT number].

If applicable: We are regulated by [name the relevant regulator].

[Add other requirements applying to particular professions.]

M2: Supplier identification for sole traders

[XYZ.co.uk] is a site operated by [your full name].

[Geographical address]

[Phone number and/or e-mail address]

Our VAT number is [VAT number].

If applicable: We are regulated by [name the relevant regulator].

[Add other requirements applying to particular professions.]

3 Privacy policy and cookies

3.1 Privacy Policy

One of the obligations of data controllers is to explain to individuals what information about them is collected and how it will be used. To meet this obligation, a clearly worded privacy policy should be included on any website from which personal data is collected either directly (e.g. through clear requests for information from a user, for example requesting an e-mail address) or indirectly (e.g. through the use of tracking technologies such as cookies). Links to the privacy policy should be prominently displayed on all web pages but at least on web pages which are used to collect personal information.



Best Practice

As best practice you should provide a link to your privacy policy in the footer of all pages on your website or include a privacy section in your terms and conditions that is also available via a link in the footer of all pages on your website.

3.2 Content of the Privacy Policy

The DPA requires that personal data must be processed fairly. Personal data will not be treated as processed fairly unless the data controller ensures, so far as is practicable, that the individual is provided with or has made readily available:

- the identity of the data controller;
- the purpose, or purposes, for which the information will be processed; and
- any further information necessary, in the specific circumstances, to enable the processing in respect of the individual to be fair.

Generally, you may only process personal data for purposes you have not mentioned in your privacy policy if it would be fair to do so and in compliance with the DPA.

a) Data controller and ICO notification

The privacy policy should identify the online business responsible for operating the website and anyone else who collects or processes personal data through the site. The data controller must process data in accordance with the DPA and should mention its ICO registration number in the privacy policy.

M3: Data controller and ICO notification

The website is owned by xxx and the data controller is xxx. The data controller is responsible for and controls the processing of your personal data in accordance with the Data Protection Act 1998 (the "Act"). We are registered with the Information Commissioner's Office and our registration number is xxx.

b) Purpose of data processing

The privacy policy should detail the type of information collected from individuals via the website, and the uses that will be made of this data and any other data relating to those individuals which come into the retailer's possession.

The following examples of data processing activities illustrate some of the basic data uses and provide samples for their wording in the privacy policy.

Contract execution

The privacy policy should mention the use of personal data for contractual purposes as this will be the primary intended usage.

M4: Contract execution

Your personal data will be used to provide the information, goods and services offered through our website to you, for billing and order fulfilment.

E-mail newsletter

Where an e-mail newsletter is offered, the customer must be informed in the privacy policy about the use of his e-mail address for marketing purposes if he subscribes to the newsletter, and he must be informed that he can withdraw his consent to receiving such marketing e-mails at any time.

Any objection by a user to receiving marketing communications must be strictly observed.

M5: E-mail newsletter

If you sign up to our newsletter, we may use your e-mail address to send you information about our products and services. At any stage you can ask us to stop using your personal data for direct marketing purposes. You can opt out of receiving any marketing communications from us by [\[explain opt-out mechanism\]](#).

Opt-in consent is typically required where marketing to a user is sent via e-mail or other electronic communication (such as a text message). There are different rules relating to marketing by phone or fax. For more information, go to www.ico.org.uk/for_organisations/data_protection.



Where an e-mail address will be used for marketing purposes it is highly recommended that you obtain opt-in consent from the customer.

Consent

The ICO's guidance regarding the obtaining of customer consent is that it should always be freely given, specific and fully informed. There should be a positive indication of consent on the part of the customer. He must fully understand that his action (be it ticking a box or clicking an icon, subscribing to a service, or sending a marketing request by e-mail) leads to giving consent.

Therefore, relying on a pre-ticked opt-in box as an indication of a customer's consent to receiving unsolicited marketing carries a risk that it may not be sufficient to constitute a valid consent.



Best Practice

Best practice is to obtain a customer's consent using an opt-in mechanism, for example by making him click a checkbox like:

I want to subscribe to the e-mail newsletter

Soft opt-in

The PECR offers a so-called 'soft opt-in' exception which allows marketing communications by e-mail and other electronic means to be sent to users from whom express consent has not been obtained (regulation 22(3)). In order to come within this exception the following must be satisfied:

- the sender of the direct marketing message has obtained the contact details of the recipient of that e-mail in the course of the sale, or negotiations for the sale, of a product or service to that recipient;
- the direct marketing messages are in respect of the sender's similar products and services only; and
- the recipient has been given a simple means of refusing (free of charge except for the costs of the transmission of the refusal) the use of his contact details for the purposes of such direct marketing, at the time that the details were initially collected, and, where he did not initially refuse the use of the details, at the time of each subsequent communication (such as the unsubscribe mechanism that is included in the e-mails that are sent).



It is advisable to always consider gaining the customer's consent rather than relying on the "soft opt-in". This will also allow you greater scope of marketing possibilities as you will not be restricted to advertising your own similar products only.

If however the "soft opt-in" option is used in the shop (provided all the prerequisites are met) the following sample text can be used in the privacy policy instead of the previous sample that applies to the use of data for marketing purposes with the customer's consent.

M6: E-mail newsletter

We may use your e-mail address to send you information about products or services that are the same as or similar to those that you have ordered from us and that we think you may find useful. We will do so only if you have indicated that you do not object to being contacted for these purposes. At any stage you have the right to ask us to stop using your personal data for direct marketing purposes by **[add opt-out mechanism]**.

Sensitive Personal Data

If your website collects any information that falls within the legal definition of 'sensitive personal data', it is likely that you will need to obtain an explicit opt-in consent to use that information. "Sensitive personal data" means any information about an individual's racial or ethnic origin; political opinions; religious or other similar beliefs; membership of a trade union; physical or mental health or conditions; sexual life; criminal record or offences committed or alleged to have been committed.

For more information, go to www.ico.org.uk/for_organisations/data_protection.

c) Monitoring

Often monitoring tools are used to collect customer information and aggregate this information to build user profiles (for example by using Google Analytics). You need to inform customers about this use in the privacy policy. Depending on the tools you use, the information you collect and the purposes for which you use it, you may also need to obtain customer consent in addition to providing notice in your privacy policy. The sample privacy policy wording below provides notice only.

M7: Monitoring

We may also monitor who accesses our website, for example we may automatically collect access information about you such as: the type of internet browser you use; the website from which you have come to our website and your IP address (the unique address which identifies your computer on the internet) which is automatically recognised by our web server. Such information enables us to assess and build a profile of our users. We use this information to:

- improve the layout and/or content of the pages of our website and customise them for users; and
- [add other purposes as appropriate]

If your monitoring tools use cookies or similar technologies you will also need to include information about the monitoring tools in your cookies policy and comply with the rules explained in section [3.3](#).

d) Cookies

See separate section [3.3](#) on cookies.

e) Disclosure of personal data

In most cases personal data will not be disclosed to third parties other than for fulfilling the contract. But if personal data is disclosed to third parties this must be explained in your privacy policy. The customer needs to be informed about the recipient (individual recipient's name) or group of recipients (e.g. credit reference agencies) and the purpose of disclosure.

M8: Disclosure of personal data

We may disclose your personal data:

- to other companies within our group;
- if we sell our business to a third party;
- to our agents and service providers (e.g. providers of web hosting or maintenance services);
- credit reference agents - see "Credit Reference Agencies";
- in any other case where we are required to do so by law or if we believe that such action is necessary to prevent fraud or cybercrime or to protect the website or the rights, property or personal safety of any person.

We may also disclose aggregate statistics about visitors to our website [customers and sales] in order to describe our services to prospective partners [advertisers, sponsors] and other reputable third parties and for other lawful purposes, but these statistics will include no personally identifiable information.

To Credit Reference Agencies

Where credit assessments or scoring procedures are performed the customer must be informed about this in the privacy policy. Furthermore the customer must be informed whether or a not a record of the credit search may be held on his credit file. The text below is an example of wording you may wish to consider including in your privacy policy. However, if you intend to use a credit reference agency, you should consider whether customer consent is required and, depending on the searches carried out and the information shared with credit reference agencies, what additional information should be included in your privacy policy. You should also check with the agency about whether any special conditions and forms of customer consent are required.

M9: To Credit Reference Agencies

We may request information about you from third parties such as credit reference agencies i.e. [name the agency]. We will add this information to the information we currently hold about you to enable us to make decisions about your creditworthiness and/or to detect or prevent money laundering and fraud.

Where we make such a request we will inform you of this intention and explain whether any record of the search will be recorded on a credit file. You have a right to obtain a copy of your credit file. For more information, go to (add link to credit reference agency website).

To third parties for marketing purposes

If the customer's personal data is disclosed to third parties for the purpose of providing them the opportunity to engage in direct marketing, the customer's consent has to be obtained for this disclosure and use. If you intend to share e-mail addresses for marketing purposes, the sender of the e-mails will usually be required to obtain the consent of the individual before sending any marketing e-mails. You should consider obtaining advice on the form of consent wording you use.

M10: To third parties for marketing purposes

With your consent we may disclose your personal data to other companies / other companies within our group [specify] in order to enable them to send you information about products that might be of interest to you. You may object to this disclosure at any stage.

If you intend to advertise products and services of third parties without disclosing personal data to them you may do so by obtaining the customer's consent. It is unlikely that you can send such advertisement on a soft opt-in basis as they are not your own similar products and services.

f) Personal data transfer outside the European Economic Area (EEA)

The data protection laws in the UK are largely based on European law. Each country in the European Union therefore has similar laws in place to protect personal information. Accordingly, in general it is possible to transfer personal data within the EEA (currently the EU member states and Iceland, Liechtenstein and Norway) without additional rules applying. However, there may be circumstances where you might need to transfer data to a country outside the EEA, for example because your service provider is located abroad. There are additional rules that apply to transfers outside the EEA, to ensure that the personal data is subject to adequate levels of protection.

The ICO provides some useful support on this issue on their website www.ico.org.uk/for_organisations/data_protection/overseas.

If personal data is transferred outside the EEA, this needs to be explained in your privacy policy.

M11: Personal data is transferred outside the EEA

In certain circumstances it may be necessary for us to transfer your personal data outside the European Economic Area [specify the cases], including countries which do not provide equivalent adequate protection for personal data. Where this is the case, we will take reasonable steps to ensure that your personal data is adequately protected in accordance with the requirements of the DPA.

g) Customer rights

Customers have a right to request access to personal data held about them. Customers may also request that you correct, delete or block their personal data.

M12: Customer rights

If you are concerned about your data, you have the right, subject to the payment of a small fee (currently £10), to request access to the personal data which we may hold or process about you.

As mentioned above, customers may at any time exercise their right to prevent marketing e-mails.



Depending on the use of personal data in the online shop the following sample privacy policy contains examples for some of the most common purposes fitting together the samples mentioned above.

M13: Sample Privacy Policy**PRIVACY POLICY**

We are committed to protecting your privacy online.

We appreciate that you do not want the personal information you provide to us distributed indiscriminately and this policy explains how we collect information about you, what we do with it and what controls you have.

Who are we?

The website is owned by xxx and the Data Controller is xxxx. The Data Controller is responsible for and controls the processing of your personal data in accordance with the Data Protection Act 1998 (the "Act"). We are registered with the Information Commissioner's Office and our registration number is xxxxxx.

Personal data we may collect about you

We can only provide the goods and services ordered by you if you provide us with your personal data. For the purpose of providing these services, we collect personal data about you such as [choose appropriate: your name, address, date of birth, e-mail address, telephone and mobile phone numbers, payment card information, (specify any other)].

We will use the information you provide for the purposes described in this privacy policy to which you agreed to at the time your data was obtained.

Your personal data will be used to provide the information, goods and services offered through our website to you, for billing and order fulfilment.

If applicable: E-Mail marketing

[If a newsletter is offered and consent is obtained by opt-in.]

If you sign up to our newsletter, we may use your e-mail address to send you information about our products and services. At any stage you can ask us to stop using your personal data for direct marketing purposes. You can opt out of receiving any marketing communications from us by [explain opt-out mechanism].

[If data is used for direct marketing on the soft opt-in basis.]

We may use your e-mail address to send you information about products or services that are the same as or similar to those that you have ordered from us and that we think you may find useful. We will do so only if you have indicated that you do not object to being contacted for these purposes. At any stage you have the right to ask us to stop using your personal data for direct marketing purposes by [add opt-out mechanism].

Furthermore your personal data will be used to [add or delete as appropriate]:

- administer your account with us;
- verify and carry out financial transactions in relation to payments you make online;
- audit the downloading of data from our website;
- improve the layout and/or content of the pages of our website and customise them for users;
- identify visitors to our website;
- carry out research on our users' demographics and tracking of sales data;

allow, with your consent, carefully selected third parties to send you information directly which you may find useful regarding their products and services.

If applicable: Monitoring

We may also monitor who accesses our website, for example we may automatically collect access information about you such as: the type of internet browser you use; the website from which you have come to our website and your IP address (the unique address which identifies your computer on the internet) which is automatically recognised by our web server. Such information enables us to assess and build a profile of our users. We use this information to:

- improve the layout and/or content of the pages of our website and customise them for users; and
- [add other purposes as appropriate]

If your monitoring tools use cookies or similar technologies you will also need to include information about the monitoring tools in your cookies policy and comply with the rules explained in section [3.3](#).

If applicable: Use of cookies and similar technologies

A cookie is a small text file that is stored on your device.

Our website uses cookies to distinguish you from other users of our website. Cookies also provide us with information about how this website is used so we can keep it as up to date, relevant and error-free as possible.

For further information about how we use cookies, please see our cookies policy [include a link here].

If applicable: Disclosure of your personal data

[choose appropriate]

We may disclose your personal data:

- to other companies within our group
- if we sell our business to a third party
- to our agents and service providers (e.g. providers of web hosting or maintenance services)
- to Credit Referencing Agencies

We may request information about you from third parties such as credit reference agencies i.e. [name the agency]. We will add this information to the information we currently hold about you to enable us to make decisions about your creditworthiness and/or to detect or prevent money laundering and fraud.

Where we make such a request we will inform you of this intention and explain whether any record of the search will be recorded on a credit file. You have a right to obtain a copy of your credit file. For more information, go to (add link to credit reference agency website).

- in any other case where we are required to do so by law or if we believe that such action is necessary to prevent fraud or cybercrime or to protect the website or the rights, property or personal safety of any person.

With your consent we may disclose your personal data to other companies / other companies within our group [specify] in order to enable them to send you information about products that might be of interest to you. At any stage you may object to this disclosure. We may also disclose aggregate statistics about visitors to our website [customers and sales] in order to describe our services to prospective partners [advertisers, sponsors] and other reputable third parties and for other lawful purposes, but these statistics will include no personally identifiable information.

Security

We place great importance on the security of all personally identifiable information associated with our users. We have security measures in place to attempt to protect against the loss, misuse and alteration of personal information under our control.

We will use technical and organisational measures to safeguard your personal data, for example:

[(specify as appropriate)]

- access to your account is controlled by password and username which are unique to you
- we store your personal data on secure servers
- payment details are encrypted using SSL technology]

You should bear in mind that submission of information over the internet is never entirely secure. We cannot guarantee the security of information whilst it is in transit over the internet and any such submission is at your own risk. All we can do is use all our reasonable efforts to safeguard your data and ensure that we maintain a reliable and safe environment to use your data.

It is advisable to close your browser when you have finished your user session to help ensure others do not access your personal information if you use a shared computer or a computer in a public place.

3.3 Cookies

The rules governing how websites use cookies (and similar technologies) were changed on 26 May 2011. In this section we use the term cookie to refer to cookies and similar technologies.

3.3.1 What you need to do

The PECR require the person setting cookies to:

1. provide the 'subscriber' or 'user' with **clear and comprehensive information** about the cookies being used; and
2. **obtain the consent** of the 'subscriber' or 'user' to the storage and reading of those cookies on their computing device.

3.3.2 Providing information about cookies

The first requirement for website operators is to provide to the subscriber or user information about the cookies which the website uses.



It is important for website operators to provide **clear** and **comprehensive** information about the use of cookies.



Best Practice

Guidance from the ICO states that it is best practice to have a separate 'cookies policy' rather than putting this information in your privacy policy.

The level of information website operators will need to provide to meet the requirements of the PECR depends on a number of factors including the types of cookies being used (see below for suggested wording to include in your cookies policy).



The information must be given prominently and must be clear. You should consider your audience and avoid using overly technical language that they may not understand. Most web users have a very limited understanding of how cookies work.

3.3.3 Obtaining consent

You can obtain a subscriber's/user's consent by including a tickbox or other buttons to allow the subscriber/user to actively select whether or not to accept cookies (this is known as express consent).

An alternative approach is to rely on implied consent. This approach is permitted in the UK, although other European countries insist upon express consent.

To rely on implied consent, you must inform the subscriber/user that a specific action on his or her part will be interpreted as him or her giving consent to the use of cookies. You must ensure that the subscriber's/user's actions (for example, moving from one web page to another or clicking on a particular button) are not only an explicit request for content or services but also constitute an expression of the subscriber's/user's consent to the setting and reading of cookies on their computing device. The key point is that the individual must have a reasonable understanding that by taking the particular action they are giving their consent to the use of cookies.



To obtain consent it may be possible to use a banner or a pop-up in a prominent position which states "This site uses cookies. By continuing to use this site you agree to our use of cookies in accordance with our cookies policy [\[insert link\]](#)".

3.3.4 Exception

You do not need to obtain consent (or provide clear and comprehensive information) if the cookies you use are 'strictly necessary' to the operation of the site. This means that where cookies are essential (rather than merely important), you do not need to obtain consent (or provide information). For example, a cookie that allows a website to remember what a user has put into their shopping basket when they click to go to the 'checkout' page is likely to be construed as a strictly necessary cookie.

3.3.5 Writing a cookies policy

There is no prescribed format for a cookies policy. However, it should include information about the types of cookies that are used on the site and the purpose for which they are used. Once you have identified the cookies that are used in your shop the following sample might help you in drafting your cookies policy.

M14: Cookies policy

A cookie is a small text file that we store on your device if you agree.

Our website uses cookies to distinguish you from other users of our website. Cookies also provide us with information about how this website is used so we can keep it as up to date, relevant and error-free as possible. Further information about the types of cookies that may be used on this website is set out below:

Strictly necessary cookies. These are cookies that are essential to the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website or use a shopping basket.

Analytical/performance cookies. These cookies allow us to recognise and count the number of visitors to our website and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.

Functionality cookies. These cookies are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).

Targeting cookies. These cookies record your visit to our website, the pages you have visited and the links you have followed. We will use this information to make our website and the advertising displayed on it more relevant to your interests. We may also share this information with third parties for this purpose.

You can find more information about the individual cookies we use and the purposes for which we use them in the table below.

Cookie	Purpose	More information
[Insert cookie name]	<p data-bbox="496 271 1094 353">[Insert description of the purpose for which the cookie is used]</p> <p data-bbox="496 353 1094 398">This cookie enables us to:</p> <ul data-bbox="496 398 1094 1142" style="list-style-type: none"> <li data-bbox="496 398 1094 481">• [Estimate our audience size and usage pattern.] <li data-bbox="496 481 1094 638">• [Store information about your preferences, and so allow us to customise our site and to provide you with offers that are targeted at your individual interests.] <li data-bbox="496 638 1094 683">• [Speed up your searches.] <li data-bbox="496 683 1094 766">• [Recognise you when you return to our site.] <li data-bbox="496 766 1094 1142">• [Allow you to use our site in a way that makes your browsing experience more convenient, for example, by allowing you to store items in an electronic shopping basket between visits. If you register with us or complete our online forms, we will use cookies to remember your details during your current visit, and any future visits provided the cookie was not deleted in the interim.] 	[Where appropriate, insert link to external information]

Please note that certain cookies may be set the moment you start visiting this website. You can choose to manage the cookies we use on this website through your browser settings at any time. However, if you use your browser settings to block all cookies (including strictly necessary cookies) you may not be able to access all or parts of our site. For more information about how to change your browser settings, and about cookies in general, you can visit www.allaboutcookies.org.

Except for strictly necessary cookies, all cookies will expire after [insert expiry period].

4 Product information

4.1 Product Description

Regulation 13 and Schedule 2 (paragraph (a)) of the Consumer Contracts Regulations require a description of the main characteristics of the goods or services offered on the website to be given or made available to the consumer in a clear and comprehensible manner appropriate to the means of the distance communication used before the consumer is bound by the distance contract.

In an online shop "appropriate manner" will usually mean posting details of the main characteristics of the goods and services on your website.



Remember to describe your products and/or services in as much detail as possible.

4.1.1 Digital content

Digital content is defined by the Consumer Contracts Regulations as "data which are produced and supplied in digital form".

Regulation 13 and Schedule 2 (paragraph (v) and (w)) of the Consumer Contracts Regulations require retailers who offer digital content to provide or make available to consumers before they are bound by the distance contract in a clear and comprehensible manner information about the functionality, including applicable technical protection measures of the digital content and any relevant compatibility of the digital content with hardware and software that the retailer is aware of or can reasonably be expected to be aware of.



Detail the information ideally on the product page, where consumers are likely to expect this information. Compatibility issues that are marked on the packaging or of which you were informed by the manufacturer should be mentioned. This would also include publicly known compatibility restrictions.

The supply of digital content on an intangible medium is usually a download or streaming.

5 Price, Delivery and Payment

5.1 Price

The E-Commerce Regulations and the Consumer Contracts Regulations require the retailer to provide the customer with the price of the goods or services. When dealing with consumers, the product prices must be inclusive of VAT.



A clause such as "All prices include VAT" should be included in the terms and conditions. It is also possible to note alongside each price on the product page that it includes VAT, by stating "incl. VAT".

5.2 Delivery

Costs

Customers must be informed about any applicable delivery costs in a clear and comprehensible manner.

There are three common ways to meet this requirement. The earlier you provide the information, the better:

1. The terms and conditions state that prices include VAT and that additional delivery costs apply. The delivery costs are shown and added to the end price during the ordering process.
2. Each price is assigned with a link to the delivery costs (e.g. "Price incl. VAT excl. delivery costs" or "Price plus delivery costs"). The listing of delivery costs can contain either a flat rate, individual delivery costs per country or zones, or delivery costs related to other parameters such as weight or size.
3. The exact delivery costs are mentioned next to each price.

It is reasonable that for some products the delivery costs cannot reasonably be calculated in advance, meaning without knowing decisive factors like the total order, the destination etc. However, once the customer has filled in all his order details it will usually be difficult to argue why the exact delivery cost could not be displayed. Retailers should note that the threshold to establish that delivery costs could not be calculated in advance is likely to be high.



Customers have to be informed about the total price (i.e. the product price as well as the applicable delivery cost or any other additional costs) directly before submitting the order online.

It is also necessary to inform the customer about all applicable surcharges, e.g. cash on delivery, and additional customs duties or fees.

If you offer "free delivery", make sure that any associated restrictions are clearly mentioned.

If a banner on the website or a clause in the terms and conditions state that you offer "free delivery" this means that each delivery option and each delivery area you are offering has to be free of charge.

Time

As part of the pre-contract information requirements of the Consumer Contracts Regulations you must inform consumers about the delivery time or the time that you undertake to perform the service before the consumer is bound by the distance contract.

The Consumer Contracts Regulations provide that the retailer must deliver the goods ordered by the consumer without undue delay and in any event not more than 30 days after the day the sales contract is entered into, unless a different period is agreed.



If possible, we suggest providing the time that consumers will have to expect to get expected delivery times for the goods on the each product page. Alternatively, the step in the ordering process where destination and the exact products are chosen is another place where consumer could benefit most from the expected delivery time information can be displayed.

Delivery area

Information on delivery restrictions needs to be made clear at the latest at the beginning of the ordering process.



Give a clear statement about your delivery area in your shop, e.g. in the terms and conditions or in the header.

5.3 Payment

The terms and conditions or any other general information page should give information about the available payment methods. Like information on delivery restrictions, you need to inform consumers about the available payment methods at the latest at the beginning of the ordering process. Just offering the payment methods in the ordering process is not sufficient.



Transmission or storage of the customer's payment card details must be encrypted at all times. Payments by payment card should also comply with the Payment Card Industry Data Security Standards. For more information, go to www.pcisecuritystandards.org/.

5.4 Premium rate telephone number

If customers are to use a premium rate telephone number such as 0871, 0872 or 0873 numbers, the cost of the call (including taxes) must be specified before any call charges are incurred (customers should also be advised that the cost of the call may differ from that quoted depending on their network provider). A suitable sample text assigned to each premium rate telephone number could be:

M15: Premium rate telephone number

(Calls cost £0.14 per minute from landlines. Higher fees may be applicable depending on your network provider from mobile phones.)

According to Regulation 41 of the Consumer Contracts Regulations retailers offering a telephone helpline for consumer queries relating to the contract that the consumer entered into (e.g. to discuss a problem with a purchase or to cancel the contract), must not charge more than the basic rate for the helpline. This means that for such helplines retailers may charge no more than normal geographic or mobile rates.

However, this will not prohibit retailers from offering premium rate phone numbers for other contact purposes or initial contacts.

6 Right to Cancel

The Consumer Contracts Regulations give consumers extra protection when buying online. They provide consumers with a statutory right to cancel an order. Consumers are entitled to a refund, even if the goods are not defective.

6.1 The 'Right to Cancel' in detail

Cooling off period

After submitting their order online, consumers have a period of time (known as the "cooling off period") during which they are entitled to cancel the contract without having to give a reason.

The cooling off period is **14 days** and is calculated in calendar days. This period begins when the contract is concluded. The end of the normal cooling off period (regulation 30) depends on the type of contract as marked in the table below:

Type of contract	End of cooling off period
Sales contract ¹ <ul style="list-style-type: none"> one order delivered in one delivery 	14 days after the day on which the goods came into the physical possession of the consumer or a person, other than the carrier, identified by the consumer to take possession of the goods
Sales contract <ul style="list-style-type: none"> multiple goods ordered in one order but delivered on different days 	14 days after the day on which the last good came into the physical possession of the consumer or a person, other than the carrier, identified by the consumer to take possession of the goods
Sales contract <ul style="list-style-type: none"> goods consisting of multiple lots or pieces delivered on different days 	14 days after the day on which the last of the lots or pieces came into possession of the consumer or a person, other than the carrier, identified by the consumer to take possession of the goods
Sale contract regular delivery of goods during a defined period of more than one day	14 days after the day on which the first of the goods came into the physical possession of the consumer or a person, other than the carrier, identified by the consumer to take possession of the goods
Service contract ²	14 days after the day on which the contract is entered into
Contract for supply of digital content (not supplied on a tangible medium),	14 days after the day on which the contract is entered into

e.g. download

¹ legally defined as: contract under which a trader transfers or agrees to transfer the ownership of goods to a consumer and the consumer pays or agrees to pay the price, including any contract that has both goods and services as its objective

² legally defined as: contract, other than a sales contract, under which a trader supplies or agrees to supply a service to a consumer and the consumer pays or agrees to pay the price

Exercising the right to cancel

Under regulation 32 of the Consumer Contracts Regulations, in order to exercise the right to cancel, the consumer must inform the retailer of his decision. There are no specific requirements on how the consumer has to demonstrate his decision to cancel, except that there must be a clear statement. Such a statement could be given by e-mail, by post or phone. However, the burden of proof for having exercised the right to cancel is on the consumer. The consumer could also use the model cancellation form attached to the Consumer Contracts Regulations.

You must provide or make available the model cancellation form to the consumer before the consumer is bound by the contract.

The model cancellation form is below (it requires the retailer to fill in his details).

M16: Model cancellation form

To [here the trader's name, geographical address and, where available, fax number and e-mail address are to be inserted by the trader]:

I / We[*] hereby give notice that I / We[*] cancel my/our[*] contract of sale of the following goods[*]/for the supply of the following service[*],

Ordered on[*] / received on[*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper).

Date

[*] Delete as appropriate.



You could provide this model cancellation form on your website, for example as a PDF document. The consumer can then download it, print and fill it out electronically and e-mail it back to you or fill it out and send it back by mail post.

Another convenient option that you could offer your consumers is the online option of filling out and submitting a cancellation form via your website.

Where you provide such an option, keep in mind that the consumer cannot be obliged to use the online form. It can be offered to him as one option only. You must ensure, that you acknowledge receipt of the cancellation on a durable medium, e.g. e-mail, without undue delay.

The consumer will be treated as having cancelled the contract in time if the consumer's cancellation communication is sent before the end of the cancellation period. (i.e. it is not determined on the basis of when you receive it).

Information obligation

You are required to provide the consumer with information on the right to cancel before the consumer is bound by the contract and you will need to confirm this information on a durable medium within a reasonable time after the conclusion of the contract, but not later than the time of delivery. For service contracts, the latest point in time at which you can provide the information on a durable medium is before you begin the performance of the service.

Part A of Schedule 3 to the Consumer Contracts Regulations contains model instructions for cancellation. Where retailers correctly fill in these instructions and provide it to the consumer in accordance with the Consumer Contracts Regulations, the following information obligations of Regulation 13 are deemed to be fulfilled:

- information on the conditions, time limit and procedures for exercising the right to cancel (Schedule 2, paragraph (l))
- information about the fact that the consumer will have to bear the cost of returning the goods (where retailers wish so). Where the goods, by their nature, cannot normally be returned by post, your obligation to provide information about the cost of returning the goods (Schedule 2, paragraph (m))
- information about the fact that for service contracts where the consumer has expressly asked the retailer to start the service within the cancellation period, the consumer will be liable to pay the retailer reasonable costs for the provision of the services provided up to the time of cancellation (Schedule 2, paragraph (n))



You might want to make use of the model instructions for cancellation provided by the Consumer Contracts Regulations in Schedule 3.

At the end of this section we have included a table that can be used to generate the text for the model instructions for cancellation.

Refund

If the consumer exercises his right to cancel, you basically have to reimburse any payment that you received from the consumer without imposing any fee. This includes the purchase price and the delivery costs, i.e. the cost of sending the goods to the consumer.

The following costs do not need to be reimbursed:

- Where you imposed the return cost on the consumer, they do not need to be reimbursed for this cost
- In general, the delivery costs need to be reimbursed. But where the consumer has expressly chosen a delivery method that is more expensive than the least expensive common and generally acceptable delivery option that you offer, you will only have to reimburse an amount for delivery up to the amount the consumer would have paid for the least expensive common and generally acceptable option. E.g. if the consumer chose next day delivery rather than standard post (and standard post was a common and generally acceptable option), you would only have to reimburse the consumer for the amount the consumer would have paid for the standard post.

Reimbursement must be done without undue delay, but no later than the end of 14 days after the day on which you have received the goods back. If the consumer supplies you with evidence of having sent the goods back before you have received them, then you need to reimburse the consumer within 14 days from the day after the day on which you were supplied with that evidence.

Where you have agreed to collect the goods or in all other circumstances (e.g. cancellation of a service contract) reimbursement has to be done by the end of 14 days after the day on which the retailer is informed of the consumer's decision to cancel the contract.

Return costs

Regulation 35(5) allows you to impose the return cost on the consumer. To do so, you will need to inform the consumer before the contract is concluded that he will have to bear the cost of returning in accordance with the requirements of Schedule 2, paragraph (m).

If you fail to provide this information, you will need to bear the return cost.

An appropriate clause in the terms and conditions to oblige the consumer to send back the goods and bear the cost of returning could be for example:

M17: Return costs

You must send the goods back to our contact address [specify your address] at your own cost, unless we delivered the item to you in error or the item is damaged or defective. In those cases we will bear the return cost.

If you sell goods that by their nature cannot normally be returned by post, e.g. larger goods like furniture, Regulation 13 (together with paragraph (m), Schedule 2) requires you to inform the consumer about the cost of returning the goods before the consumer is bound by the contract.

Where the exact return cost cannot reasonably be calculated in advance, which might often be the case where a courier company is involved in the return of the goods; you should provide information about the estimated maximum cost.

Diminished value of goods

The Regulations do not prevent consumers from examining goods as they would in a shop. Clothes and shoes can be tried on in the shop, but they cannot be worn outside the shop, nor can the tags be removed. Consumers buying goods in an online shop may not use the goods in a way other than permitted in a store.

Regulation 34 (9) provides that where the value of goods is diminished as a result of handling of the goods by the consumer beyond what is necessary to establish the nature, characteristics and functioning of the goods (in particular if it goes beyond the sort of handling that might reasonably be allowed in a shop), retailers have a right to recover an amount from the customer up to 100% of the contract price for the value of the goods being diminished.

This amount could either be deducted from the amount to be reimbursed to the consumer or claimed from the consumer.

Consumers must not delay the return and must send the goods back not later than 14 days after the day on which they informed the retailer of their cancellation.

6.2 Exceptions

There are some statutory exceptions to the right to cancel which are contained in Regulation 28. To invoke any of these exceptions it is necessary that you inform the consumer in advance.

The right to cancel does not exist for:

- the supply of goods or services (other than supply of water, gas, electricity or district heating) for which the price is dependent on fluctuations in the financial market which cannot be controlled by the trader and which may occur within the cancellation period
- the supply of goods that are made to the consumer's specifications or are clearly personalised

- the supply of goods which are liable to deteriorate or expire rapidly
- the supply of alcoholic beverages, where
 - (i) their price has been agreed at the time of the conclusion of the sales contract,
 - (ii) delivery of them can only take place after 30 days, and
 - (iii) their value is dependent on fluctuations in the market which cannot be controlled by the
- the supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications
- contracts concluded at a public auction
- a public auction is defined by the Regulations as a "method of sale where
 - (a) goods or services are offered by a trader to consumers through a transparent, competitive bidding procedure run by an auctioneer
 - (b) the consumers attend or are given the possibility to attend in person and
 - (c) the successful bidder is bound to purchase the goods or services"
- contracts where the consumer has specifically requested a visit from the trader for the purpose of carrying out urgent repairs or maintenance
- the supply of accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities, if the contract provides for a specific date or period of performance
- in the case of contracts for the supply of sealed goods which are not suitable for return due to health protection or hygienic reasons, the right to cancel ceases if the goods become unsealed after delivery
- in the case of a contract for the supply of sealed audio or sealed video recordings or sealed computer software, the right to cancel ceases if the goods become unsealed after delivery
- in the case of sales contracts, the right to cancel ceases if the goods become mixed inseparably (according to their nature) with other items after delivery



The rules on the right to cancel do not apply to contracts

- for the supply of medicinal product by administration by a prescriber or under a prescription or directions given by a prescriber
- for the supply of a product by a health care professional or a person included in a relevant list, under arrangements for the supply of services as part of the health service, where the product is one that, at least in some circumstances is available under such arrangements free or on prescription
- for passenger transport services, e.g. bus, train or flight tickets



To invoke the exemptions you have to inform the consumer in the shop about the applicable exemption. Stick to the wording of the regulations rather than adding our own interpretations or examples to it.

6.3 Table for generating cancellation policy

With the help of the following table you can create your cancellation policy. Go through the table in chronological order. From each section you need to copy one passage (marked in grey) into your policy. Where there are several options, read through the question

and choose the appropriate text according to your answer. This way your cancellation policy can be created and it give you the same result as filling out the model instructions for cancellation provided by the Consumer Contracts Regulations 2013.

1. Right to cancel				
You have the right to cancel this contract within 14 days without giving any reason.				
2. Cooling off period				
Which type of contract are you providing in your online shop and how are you sending the goods to the consumer? (choose only one option)				
Goods	1 order	1 order (multiple goods)	1 order (one good consisting of multiple lots or pieces)	1 order
	1 delivery	Delivered separately	Several deliveries of those lots or pieces	Regular delivery of goods during a defined period of time (e.g. subscription)
	Text to be used: The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.	Text to be used: The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.	Text to be used: The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last lot or piece.	Text to be used: The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the first good.
Service or contract for the supply of digital content that is not on a tangible medium (download, streaming)	1 order			
	Text to be used: The cancellation period will expire after 14 days from the day of the conclusion of the contract.			
3. Address				
Text to be used: To exercise the right to cancel, you must inform us [INSERT: your name, geographical address and, where available, your telephone number, fax number and e-mail address] of				

your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail).

4. Option for submitting cancellation via form on website

Do you provide your consumers with the additional option of electronically filling in and submitting their cancellation via your website?

Yes

No

Text to be used:

You may use the attached model cancellation form, but it is not obligatory.

You can also electronically fill in and submit the model cancellation form or any other clear statement on our website [INSERT: your internet address]

If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by e-mail) without delay.

Text to be used:

You may use the attached model cancellation form, but it is not obligatory.

5. Deadline

Text to be used:

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

6. Effects of cancellation

Text to be used:

Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than –

(a) 14 days after the day we receive back from you any goods supplied, or

(b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or

(c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

7. Effects of cancellation

Have you not offered collection of the goods and intend to withhold reimbursement until the receipt of the goods?	
We have not offered collection, the consumer shall send back the goods and we want to withhold reimbursement until the goods are received.	We have offered to collect the goods from the consumer.
Text to be used: We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.	No text to be used

8. Return of goods

Were goods sent to the consumer? How shall the goods be returned?		
No goods were sent to the consumer	The consumer shall send back the goods	We will collect the goods.
No text to be used	Text to be used: You shall send back the goods or hand them over to us or [insert the name and geo-graphical address, where applicable, of the person authorised by you to receive the goods], without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.	Text to be used: We will collect the goods.

9. Return cost

Will you bear the cost of returning the goods?			
Yes	No		
	Can the goods normally be returned by post?		
	Yes, by their nature the goods can be returned by post (less than 30 kg)	No, by their nature the goods cannot be returned by post (weight above 30 kg)	
		Can the return cost be calculated in advance?	
	Yes, the cost can be calculated in advance	No, the exact cost cannot be calculated in advance	

<p>Text to be used: We will bear the cost of returning the goods.</p>	<p>Text to be used: You will have to bear the direct cost of returning the goods.</p>	<p>Text to be used: You will have to bear the direct cost of returning the goods [insert the amount].</p>	<p>Text to be used: You will have to bear the direct cost of returning the goods. The cost is estimated at a maximum of approximately [insert the amount].</p>
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10. Consumer’s liability for diminished value of the goods

Text to be used:

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

11. Compensation in the case of service a contract

Is this a service contract and you want to claim compensation in cases where you have started the supply of the service on the consumer’s express request but he cancelled?

<p>Yes</p>	<p>No</p>
<p>Text to be used: If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.</p>	<p>No text to be used</p>

7 Special provisions for the supply of digital content and services

For the supply of digital content not on a tangible medium and for the supply of services retailers need to be aware that as a general rule the supply of both must not be started before the end of the 14 day cooling off period. To do so the consumer's express consent or request are required.

7.1 Supply of digital content not on a tangible medium

Where the consumer before the end of the cancellation period has given his express consent to start the supply of the digital content and has acknowledged that his right to cancel will be lost, he ceases to have the right to cancel according to Regulation 37(2) and the retailer may start with the supply before the end of the cancellation period.

In other words, if the consumer expressly agrees that a download is started and if he acknowledges that he will lose his right to cancel, his right to cancel for the supply of digital content not on a tangible medium ceases and you may provide the download.



When supplying digital content you should on the order summary page or another suitable page of the ordering process include a checkbox to get the consumer's express consent to start with the supply of the digital content during the cooling off period and an acknowledgement that the right to cancel will cease once the supply has begun. Only if the consumer acknowledges this are you allowed beginning the supply.

A suitable text that you can add into your order summary page could be:

M18: Consent to the supply of digital content

I consent to the starting of the supply of the digital content during the legal cooling off period and I acknowledge that my right to cancel the contract will be lost with this consent to start the supply of the digital content.



Where you supply digital content not on a tangible medium remember to ensure that the acknowledgment e-mail contains a confirmation of the consent and acknowledgement that the consumer had provided in the shop.



Note: If you started the supply of digital content not on a tangible medium before the end of the cooling off period without the consumer having given his express consent to do so, the consumer will not have to pay for the supply of the digital content, neither partly nor fully.

The same consequence will occur if you did not make the consumer acknowledge that he loses his right to cancel when he gave his consent to start the supply of digital content in the cooling off period.

And where you failed to provide confirmation of the consent and acknowledgement in the confirmation of contract the same consequences will apply.

7.2 Supply of services

The retailer may start the supply of services before the end of the cooling off period if the consumer has made an express request to do so.

The right to cancel ceases after full performance of the services but only if the consumer had made a request to start the service before the end of the cooling off period and the consumer acknowledged that he would lose his right to cancel the contract once the service had been fully performed by the retailer.

To safeguard retailers against a financial loss in cases of cancellation where performance of the service has already begun following the express request of the consumer, the Consumer Contracts Regulations provides the retailer with a right to recover an amount for the services performed.

Provided the services started during the cooling off period following an express request of the consumer, the consumer must pay the retailer an amount for the period he supplied the service up to the time when he was informed of the cancellation. The amount has to be in proportion to what has been supplied in comparison with the full coverage of the contract.

Regulation 36(5) prescribes the calculation of the amount payable. In the first place, the amount is to be calculated on the basis of the total price. However, if the total price is excessive the amount is to be calculated on the market value of the services.

To demand this compensation you must have informed the consumer of the right to cancel and that he would have to pay for any work done if he cancels the contract after you started the services on his express request in accordance with the information provision obligations of the Consumer Contracts Regulations.



Use a checkbox on your order summary page or another suitable page in the ordering process to obtain the consumer's express request.

A suitable text could be:

M19: Consent to the supply of services

I expressly request you to start the service during the legal cooling off period and acknowledge that my right to cancel the contract will be lost once the contract has been fully performed. I recognise that I will have to pay for the services provided if I cancel the contract despite my express request to start the service within the legal cooling off period.



Keep in mind that you cannot demand any payment from the consumer if you failed to provide him with the cancellation policy, or the information that he will have to pay compensation. Neither will the consumer be liable to pay you if you started the services without his express request.

8 Terms and Conditions

8.1 The Terms

The terms and conditions of the website form part of the contract between you, as the website owner, and the customer, and it is therefore important that the terms of the website are incorporated sufficiently into the terms of the contract. Customers will only be legally bound by terms that form part of the contract.

The terms and conditions need to be fair and reasonable, and must be easily accessible, and specifically brought to the customer's attention or they may not be enforceable. A customer can only be bound by the terms of any contract if the terms have been brought to the customer's attention before making the purchase. Regulation 7 of the Unfair Terms in Consumer Contracts Regulations 1999 requires that terms must be expressed in plain and intelligible language, and terms may be open to challenge if they are not.



Best Practice

It is common practice to add a link to the terms and conditions in the footer so that they are accessible from each website.

The customer can be made aware of the terms by adding a tick box on the ordering page.

M20: Terms on the ordering page

I have read the terms and accept them [\[link to terms\]](#)

Under regulation 9(3) of the E-Commerce Regulations, where terms and conditions applicable to the contract are provided to the customer, the customer must be allowed to store and reproduce them, preferably by allowing the customer to download and print electronic copies.



Preparing the terms requires special attention and it is advisable to consult an expert on this issue. The content of the terms may vary according to specific needs of the online shop. The following is only an example of some commonly used terms.

Furthermore, you should ensure that none of the clauses in your terms contradicts any information on your website or your processes.

M21: Sample Terms and Conditions – for sale of goods via website

TERMS AND CONDITIONS

1. INFORMATION ABOUT US

[choose appropriate information on supplier identification]

This site is operated by and the goods you purchase will be supplied by [name of company] ("we"). We are registered in [name the place of registration, i.e. England and Wales, Northern Ireland or Scotland] under company number [your registration number] and with our registered office at [company address]. Our main trading address is [trading address]. Our VAT number is [VAT number]. [We are regulated by [NAME OF RELEVANT REGULATOR; [OTHER REQUIREMENTS APPLYING TO PARTICULAR PROFESSIONS]] You can contact us by e-mail at [insert e-mail address], by telephone on [insert number – this must be free to call or charged at a basic rate if used for post contract queries], by fax on [insert number] or write to us at [insert address]. [insert shop name] is certified by Trusted Shops and has committed itself to the Trusted Shops Code of Conduct which can be viewed at www.trustedshops.co.uk

2. YOUR PERSONAL INFORMATION

We will use your personal information in accordance with our Privacy Policy which you could look up here [\[link\]](#).

3. ORDERING

You may place an order to purchase goods advertised for sale on this site by following the on-screen prompts after clicking on the item you wish to purchase. You will have an opportunity to check and correct any input errors in your order up until the point at which you place your order by clicking the "Order with obligation to pay" button on the checkout page.

If you submit an order for goods via this site by clicking the ["Order with obligation to pay"] button, your order is an offer to us to buy the goods you have ordered on this site.

[choose appropriate way of contract conclusion:]

We will acknowledge receipt of your order by sending you an automatically generated e-mail acknowledging your order. This is only an acknowledgement of receipt of your order, and no binding contract will be formed between us unless and until we accept your order by separate e-mail.

[or] We will acknowledge receipt of your order by sending you an automatically generated e-mail accepting your order. With this e-mail the contract will be concluded.

Or

[add appropriate description of contract formation]

The contract will relate only to those specific goods which are referred to in our e-mail confirming our acceptance of your order. You should read and check the details in this e-mail to ensure that they are correct.

If the details in the e-mail confirming your order are not correct, or if you are not satisfied with the details in the e-mail, please contact us at [\[LINK to e-mail address and address\]](#).

The contractual language is English.

Where we accept your order, we have a legal duty to supply goods that are in conformity with these Terms and Conditions.

4. PRICE AND DELIVERY COSTS

Information displayed on this site relating to pricing is subject to change by us without notice,

but those on the site at the time of any order placed will be the prices applicable to that order.

Occasionally, an error may occur and goods may be incorrectly priced in which circumstances we will not be obliged to supply the goods at the incorrect price or at all. We will (at our discretion) either cancel your order and refund the price you have paid or use reasonable endeavours to contact you and ask you whether you wish to continue with the order at the correct price. If we are unable to contact you or you do not wish to continue with the order at the correct price, we will cancel your order and refund the price you have paid. However, where the correct price of the goods is less than our stated price, we may (at our discretion) continue with your order and charge the lower amount on dispatch.

Unless stated otherwise, all prices include VAT (where applicable) but exclude delivery costs. Delivery costs can be looked up here [\[link to listing of shipping costs\]](#). They will be notified to you separately before you submit your order and will be confirmed to you by e-mail.

5. AVAILABILITY AND DELIVERY

Information displayed on this site relating to availability is subject to change by us without notice. We cannot guarantee permanent or continuous availability of all products on this site. All orders are subject to availability at all times.

We deliver within the United Kingdom only.

We will deliver the goods ordered by you to the address you give us for delivery at the time you make your order on this site.

Delivery will be made according to the information on the product pages after your order is accepted.

We will use reasonable endeavours to deliver the goods on any specified date we agree, or if no date is specified, within 30 days after the day on which we accept your order. In the case of unforeseen circumstances beyond our reasonable control (for example, adverse weather conditions, unpredictable delays caused by traffic congestion, road works, diversions or mechanical breakdowns, in each case to the extent beyond our reasonable control) we may not be able to deliver the goods within these timescales and we will not be liable for any delay or failure to deliver the goods if the delay or failure is wholly or partly caused by such circumstances. In the event that a delivery does not take place, we and you will agree an alternative delivery date.

We are also not responsible for any delay in delivery caused by the unavailability of someone to take delivery of the products. It is your responsibility to contact the post office or courier company as applicable to arrange the collection or delivery of products that could not be delivered because you were unavailable.

6. PAYMENT

We must receive payment in advance before your order can be processed and the goods can be dispatched, unless we have agreed otherwise in advance in writing. Payment for goods can be made by one of the following payment methods [choose appropriate or extend accordingly]:

- PayPal
- Credit card ([choose appropriate: Your credit card will be charged following our acceptance of your order/ Your credit card will be charged following the submission of your order])
- Debit card ([choose appropriate: Your account will be charged following our acceptance of your order/ Your account will be charged following the submission of your order])

[If an information page is included in the shop that informs about the payment methods, the

[following sample can be used:] Payment for goods must be made in accordance with the procedure explained in the information page "payment methods".

7. RIGHT TO CANCEL

[Use correctly filled in model instructions for cancellation see Appendix B or the following]

Right to cancel

You have the right to cancel your order without having to give a reason at any time before your goods are dispatched or within 14 days after delivery, such 14 day period beginning on the day after you receive the goods. Where your order comprises multiple delivery shipments, the 14 day cancellation period for the goods in your order begins on the day after you receive the delivery of the last shipment to you.

[If the order contains goods consisting of multiple lots or pieces delivered on different days OR is an order for the regular delivery of goods during a defined period of more than one day, the cancellation period will run from a different point – see section 5.]

To exercise your right to cancel, you must inform us of your decision to cancel by phone, mail, fax or e-mail using the contact details set out above. You may wish to use the model cancellation form [insert link to model cancellation form] to cancel your order, but you are not obliged to. If you are cancelling because of any problem with the goods, please notify us of the problem at the time of cancellation.

Cancellation consequences

[choose appropriate:]

You must send the goods back to us to our [contact address] at your own cost (unless we delivered the item to you in error or the item is damaged or defective) without undue delay and in any event within 14 days after the day of the cancellation.

[or]

We will collect the goods from you. You will be responsible for the direct costs of the collection service. The collection charges that will apply are as follows [insert collection costs information.]

[or if the cost of returning the goods cannot be reasonably calculated in advance] The cost of collection is estimated at a maximum of approximately [£]. You must make the goods available for collection. We will contact you to make further arrangements.

[If applicable:]

You will not have any right to cancel a purchase for the supply of any of the following goods: [LIST OF goods – choose appropriate]

- the supply of goods for which the price is dependent on fluctuations in the financial market which cannot be controlled by us and which may occur within the cancellation period
- the supply of goods that are made to your specifications or are clearly personalised
- the supply of goods which are liable to deteriorate or expire rapidly
- the supply of alcoholic beverages, where
 - (i) their price has been agreed at the time of the conclusion of the sales contract,
 - (ii) delivery of them can only take place after 30 days, and
 - (iii) their value is dependent on fluctuations in the market which cannot be controlled by us
- the supply of a newspaper, periodical or magazine with the exception of subscription

contracts for the supply of such publications

- in the case of a contract for the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons, if they become unsealed after delivery
- in the case of a contract for the supply of sealed audio or sealed video recordings or sealed computer software, if the goods become unsealed after delivery
- if the goods become mixed inseparably (according to their nature) with other items after delivery

8. REFUNDS POLICY

Following cancellation, we will refund you the price paid for the cancelled order (or part of the order cancelled), less any collection or return charges (if any). We will also refund any standard delivery charges paid, or an amount equal to those charges if you elect to use a more expensive delivery method. We will pay the refund within 14 days after the day:

- you notified us to cancel your order, where you have not received the goods (and the goods have not been dispatched to you) or where we have agreed to collect the goods; or,
- we receive the goods you returned to us, where you are in receipt of the goods; or
- you provide us with a proof of return for the goods, where you have returned the goods but we have not yet received them.

We will refund you using the same means of payment as you used to pay for your order. We reserve the right to make a deduction from the amount of the refund for loss in value of the goods returned where the goods show signs of unreasonable use; for these purposes, unreasonable use means handling the goods beyond what is necessary to establish the nature, characteristics and functioning of the goods, in particular if it goes beyond the sort of handling that might reasonably be allowed in a shop. We may withhold any refund until we have received the goods or you have supplied proof of return for the goods. Without limiting your cancellation rights in Clause 7, if you are not satisfied with a product for any reason e.g. if it is not what you ordered, it is damaged or defective, or we have delivered an incorrect quantity, please return the product to us. Once we have confirmed the product defect or other problem, we will:

- provide a full refund for any product that is not what you ordered;
- provide a full refund for any goods that are damaged or defective, if this is within a reasonable time following the sale; or
- at your option, repair or replace the goods at our cost (including the cost of postage), unless this would not be possible or would be disproportionately costly in the circumstances, in which case we will refund to you the amount paid for the goods in question

We will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund for defective goods.

9. CANCELLATION BY US

We reserve the right to cancel the contract between us if, for example:

- we have insufficient stock to deliver the goods you have ordered;
- we do not deliver to your area; or
- one or more of the goods you ordered was listed at an incorrect price.

If we do cancel your contract we will notify you by e-mail and will recredit to your account

any sum deducted by us from your credit or debit card as soon as possible.

10. TITLE AND RISK

You will become the owner of the goods you have ordered when they have been delivered to you and we have received clear funds in full payment for the goods. Once goods have been delivered to you or a person nominated by you they will be held at your own risk and you will be responsible for them.

11. LIABILITY

To the extent not prohibited by law, we accept no liability for any:

- loss which is not foreseeable (loss is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time you and we entered into our contract);
- loss which arises when we are not at fault or in breach of these Terms and Conditions; and
- business loss (which includes loss of profits, loss of business, contracts, goodwill, business opportunity and other similar losses, as well as business interruption)

Nothing in these terms will affect any liability we may have:

(a) for fraudulent misrepresentation;

(b) for death or personal injury arising from our negligence:

(c) under Part I of the Consumer Protection Act 1987;

(d) for breach of any condition as to title or quiet enjoyment of or in relation to any goods supplied by us; or

(e) in relation to any other liability, including any liabilities under sale of goods or supply of services legislation, that may not by applicable law be excluded or limited.

12. EVENTS BEYOND OUR CONTROL

We will have no liability to you for any delay in delivering goods you have ordered that is caused by any event or circumstance beyond our reasonable control (including, without limitation, accidents, extreme weather conditions, fire, explosion, flood, storm, earthquake, natural disaster, failure of telecommunications networks, inability to use transport networks, acts of God, terrorist attack, war, civil commotion, riots, strikes, lockouts and other industrial disputes, acts or restraints of Government, and imposition of restrictions on imports or exports).

13. GENERAL

If any provision of these Terms and Conditions is found to be invalid, illegal or unenforceable, the validity, legality or enforceability of any other part of these Terms and Conditions and the remainder of the provision in question will not be affected.

No person other than you and us shall have any rights to enforce our agreement, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

If we fail to insist that you perform any of your obligations under our agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

You may not assign or transfer your rights or obligations under our agreement, unless we agree in writing.

We may update, vary and amend these Terms and Conditions from time to time without prior notice. Each time you order or otherwise purchase any goods from us, the Terms and Conditions in force at that time will apply (as set out on this site). Please check this site to ensure that you understand which Terms and Conditions apply.

14. LAW AND JURISDICTION

These terms are governed by English law. Any contract for the purchase of goods from this site and any dispute or claim arising out of or in connection with any such contract will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident in Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident in Scotland you may also bring proceedings in Scotland.

8.1.1 E-Commerce Regulations information obligations

Code of Conduct

Under Regulation 9(2) of the E-Commerce Regulations, the service provider must inform the consumer about any subscription to any code(s) of conduct and must explain how the customer can consult such code(s) electronically.

Retailers who have subscribed to the Trusted Shops Code of Conduct can use the following text for example in the terms to inform their consumers about their subscription to the Trusted Shops Code of Conduct.

M22: Code of Conduct

[Insert shop name] is certified by Trusted Shops and has committed itself to the Trusted Shops Code of Conduct which can be viewed at www.trustedshops.co.uk.

Technical steps

A description of the different technical steps the customer must follow to conclude the contract (so that the customer is made aware of the process in which they are involved and the point of the process at which they will commit themselves).



Your ordering process should be self-explanatory. However providing an information section or page setting about how an order is submitted in your shop should fulfil the requirement. Make sure that there are no contradictions between your description and the actual ordering process.

Storage of contract's content

Confirmation of whether or not any contract concluded between the service provider and the customer will be filed by the service provider and, if so, whether it will be accessible by the customer.



The legal concept of "filing" is not applicable in the UK. However, service providers established in another Member State will need to comply with this requirement. Where the concept of filing is available, the contract's content includes the order details and the applicable terms. Normally these will be stored by the retailer automatically, hence the question is usually whether the data is accessible by the customer or not.

The following sample texts could be used in the terms or in the privacy policy:

M23: Privacy Policy

The contract's content will be stored. You may store the general terms and conditions and readily look them up. For safety reasons your order's data will not be available via internet. We keep this data in confidence according to our privacy policy.

or

We store the contract's content and will send you the details of your order as well as our general terms via e-mail. The general terms can be found here [<link to general terms>](#) at all times. The details about your recent orders can be found via your customer login.

Input errors

A description of the technical means by which the customer can identify and correct input errors before s/he places an order.



You could add this to the description of the technical steps. From a usability perspective it is recommended to add an explanation into your order summary.

The following sample could be included on the last page of the ordering process.

M24: Input errors

Please check your entries. You can correct input errors by clicking the button "change"/"back". If all the data is correct, click the "order with obligation to pay" button.

Contract language

The language(s) offered for the conclusion of the online contract.

Usually the language offered for the conclusion of the online contract will be English, but likewise the web shop could be made available in different languages, e.g. German and English. The following information should be included in the terms and conditions.

M25: Contract language

The contractual language is English.

or

The contract can be concluded in either German or English.

9 E-mail confirmation

Confirmation of order and contract

The E-Commerce Regulations require the retailer to acknowledge receipt of the order without undue delay and by electronic means. It is common practice to send out an automatically generated e-mail to the consumer immediately after he has placed his order. It is best practice to list at least the order details in this e-mail.

The Consumer Contracts Regulations require the retailer to give the consumer confirmation of the contract on a durable medium.

A durable medium is defined by the Consumer Contracts Regulations as "paper or e-mail, or any other medium that

- (a) allows the information to be addressed personally to the recipient,
- (b) enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and
- (c) allows the unchanged reproduction of the information stored".

Merely posting information on your website is not sufficient to qualify as a durable medium as it can be changed at any time after the consumer has accessed the information and does not allow for a personal address to the recipient. However, placing the information in the consumer's personal account on your website may be sufficient if it is capable of storing information personal to the consumer, in a format which will be left unchanged and remain accessible to the consumer for a reasonable amount of time.



E-mail, paper (e.g. letter) and fax each constitute a durable medium. Generally speaking, providing the required information in an e-mail will likely be the most convenient and economical method.

According to Regulation 16(2), the confirmation of contract must contain all pre-contractual information that you had to provide to the consumer on your website (unless you already provided this information to the consumer on a durable medium prior to conclusion of the distance contract).

If the contract is for the supply of digital content not on a tangible medium, the confirmation must also include confirmation that the consumer has consented to the supply of the content during the cancellation period and acknowledged that the right to cancel will be lost (where the consumer has given this consent/acknowledgement).

The confirmation of contract must be provided within a reasonable time after the conclusion of the contract but in any event not later than the time of the delivery of the goods or, for services, before the performance of the service begins.



Retailers are not forced to provide all information in the first e-mail merely acknowledging the order. However, doing so enables you to comply with the requirements of the E-Commerce Regulations and the Consumer Contracts Regulations together. If you provide the information in the e-mail acknowledging the order, you will still need to confirm the formation of the contract on a durable medium once this has occurred.



Practical advice

To ensure that you do not forget to confirm any of the relevant information we recommend providing the information in the order acknowledgement e-mail or the order confirmation e-mail. You could, for example, attach a PDF with the terms and informa-

tion on the right to cancel (if this is not included in the terms), and provide the information on the supplier, the non-standardised information (i.e. information specific to the consumer's order – such as details of the goods, prices and delivery charges) in the e-mail itself.

The following three examples provide you with samples that can be used according to the scenario described in the headline.

M26: Sample e-mail confirming order and contract

E-mail send out immediately after receipt of the order, contract is formed with this e-mail, payment method: credit card

Dear [xy],

Thank you for your order, which we have accepted with this e-mail.

You have ordered the following items:

[Please list individual products and prices, as well as total price (including VAT and shipping costs) e.g.]

1 x football size 5: £ 49.00

2 x chair "Leo": £ 25.00

shipping costs: £ 6.90

total price: £ 105.90

You have chosen the payment method [name appropriate: e.g. credit card].

[Your credit card has been charged.]

[Add complete terms and conditions as a PDF to this e-mail. Make sure that the information required by Schedule 2 is contained in the terms and conditions or listed in this e-mail.]

Where the cancellation policy is not included in the terms, you could attach complete model instruction for cancellation adjusted to your shop as a PDF. Remember to name any exclusions that you want to make use of.]

M27: Sample e-mail acknowledging receipt of order

E-mail immediately sent out after receipt of the order acknowledging the receipt of the order, no contract is formed, payment method: credit card

Dear [xy],

Thank you for your order.

Please note that this e-mail is only an acknowledgement of receipt of your order and the contract to purchase these items is not complete until we send you another e-mail confirming acceptance of your order.

You have ordered the following items:

[Please list individual products and prices, as well as total price (including VAT and shipping costs) e.g.]

1 x football size 5: £ 49.00

2 x chair "Leo": £ 25.00

shipping costs: £ 6.90

total price: £ 105.90

You have chosen the payment method [name appropriate: e.g. credit card]

Your card will be charged following our acceptance of the order.

We will send you a separate e-mail confirming the contract.

[Add complete terms and conditions as a PDF to this e-mail. Pay attention that the information required by Schedule 2 is contained in the terms and conditions, listed in this e-mail or provided to the consumer in the subsequent confirmation of contract.]

[Where the cancellation policy is not included in the terms, you could attach complete model instructions for cancellation adjusted to your shop as a PDF. Remember to name any exclusions that you want to make use of.]

M28: Sample e-mail confirming order

E-mail send out at some point later in time after having sent an initial automated order acknowledgement e-mail, contract is formed with this e-mail, payment method: credit card

Dear [xy],

Following your order placed on [include date] we confirm acceptance of your order and the formation of the contract between us.

You have ordered the following items:

[Please list individual products and prices, as well as total price (including VAT and shipping costs) e.g.]

1 x football size 5: £ 49.00

2 x chair "Leo": £ 25.00

shipping costs: £ 6.90

total price: £ 105.90

You have chosen the payment method [name appropriate: e.g. credit card]

[Your credit card has been charged.]

[Any of the required information that has not been sent with the initial order acknowledgement e-mail (see M27) should be included in this e-mail. Where required :

Add complete terms and conditions as a PDF to this e-mail. Make sure that the information required by Schedule 2 is contained in the terms and conditions or listed in this e-mail.

[Where the cancellation policy is not included in the terms, you could attach complete model instructions for cancellation adjusted to your shop as a PDF. Remember to name any exclusions that you want to make use of.]

Sample 29: Sample order acknowledgement e-mail (send out immediately after submission of the order):

Dear [xy],

Thank you for your order.

Please note that this e-mail is only an acknowledgement of receipt of your order and the contract to purchase these items is not complete until we send you another e-mail confirming acceptance of your order.

[Or (if the contract is concluded with this first e-mail):

Thank you for your order, which we have accepted with this e-mail.]

You have ordered the following items:

[Please list individual products and prices, as well as total price (including VAT and shipping costs) e.g.]

1 x football size 5: £49.00

2 x chair "Leo": £25.00

shipping costs: £6.90

total price: £105.90

You have chosen the payment method [name appropriate: e.g. credit card]

Your card will be charged after the dispatch of goods.

Right to cancel

You have the right to cancel the purchase of a good without having to give a reason at any time within the "cooling off period" of seven working days, beginning on the day after you receive the goods.

You must notify us of your cancellation in writing or in another durable medium to our contact address. [Optional: Include contact details]

Cancellation consequences

If you are in possession of the goods you are under the duty to retain them and take reasonable care of them.

[Choose appropriate:]

You must send the goods back to us to our contact address at your own cost (unless we delivered the item to you in error or the item is damaged or defective) as soon as possible once you have cancelled the contract.

We reserve the right to make a charge not exceeding our direct costs of recovering the goods if you do not return the goods or return them at our expense.

[Or]

We will collect the goods from you. You must make the goods available for collection. We will contact you for further arrangements.

Once you have notified us that you wish to cancel the contract, any sum debited to us will be refunded to you as soon as possible and in any event within 30 days of your cancellation.

If applicable:

You will not have any right to cancel a purchase for the supply of any of the following goods:

[LIST OF goods – choose appropriate]

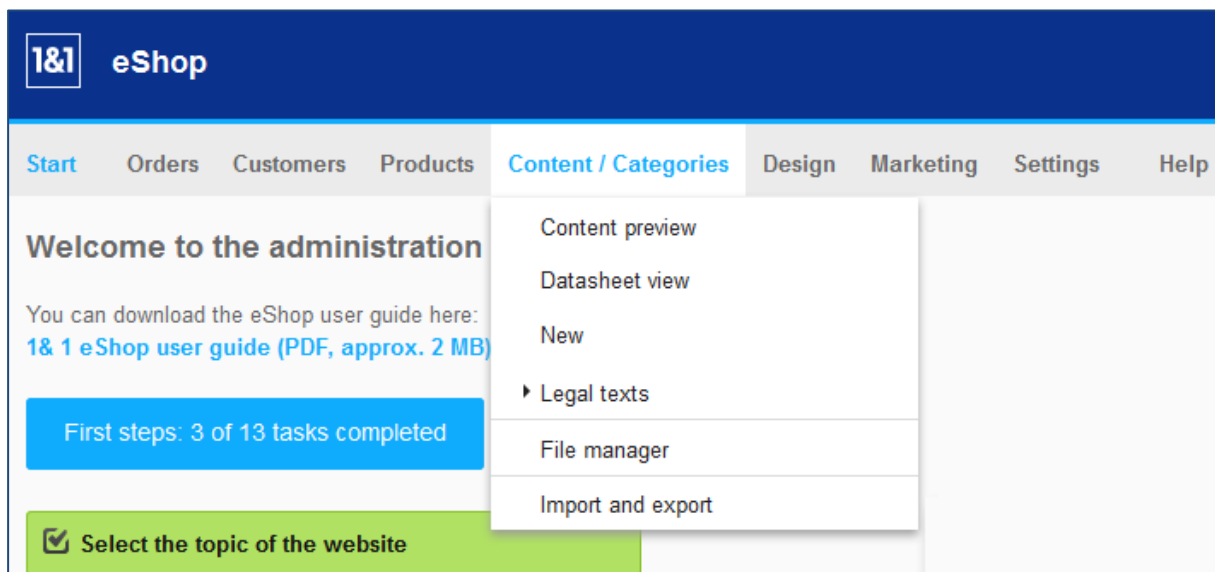
- for the supply of goods the price of which is dependent on fluctuations in the financial market which cannot be controlled by the retailer
- for the supply of goods made to your specifications or clearly personalised or which by reason of their nature cannot be returned or are liable to deteriorate or expire rapidly
- for the supply of audio or video recordings or computer software if they are unsealed by you
- for the supply of newspapers, periodicals or magazines
- for gaming, betting or lottery services

10 Configuring your 1&1 eShop

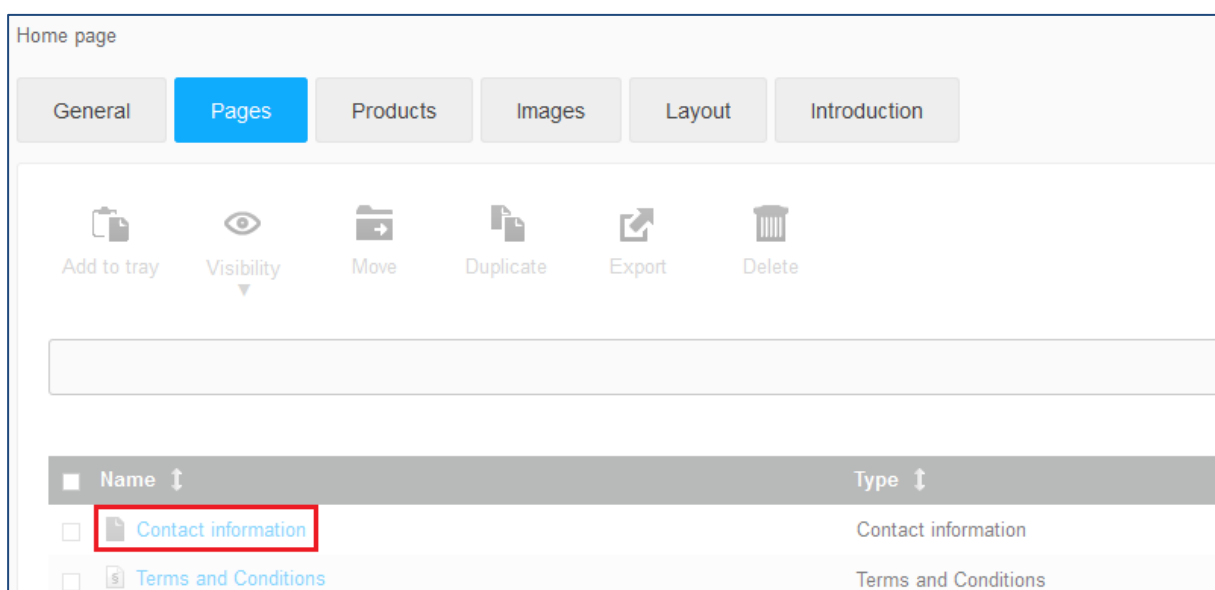
With the Trusted Shops templates for your "Legal Notice", "Privacy Policy", "Terms and Conditions of Use" and "Right of Cancellation" your customers will benefit from fast, accurate and comprehensive information. The following instructions highlight how easy it is to integrate these texts into the backend of your 1&1 eShop:

10.1 Integrating the legal texts

Log in to the [1&1 Control Panel](#) and click on **1&1 eShop**. Click then on **Datasheet view** in the **Content / Categories** menu.



Here you will find the overview of the content pages you have already created in your 1&1 eShop. Now click on **Contact information**.



Use the advice in the [Supplier identification](#) chapter in this handbook to guide you in the generation of your company information. Then apply this information to your Legal Notice and save the settings.

[Home page](#) + Contact information

Type Contact information

Visible on website Yes No ⓘ

Visible in the menu Yes No ⓘ

Title


Page title ⓘ










Contact information [Change](#) 19 Characters

Label in menu

Text

↶ ↷ Normal Font Size

B *I* U 

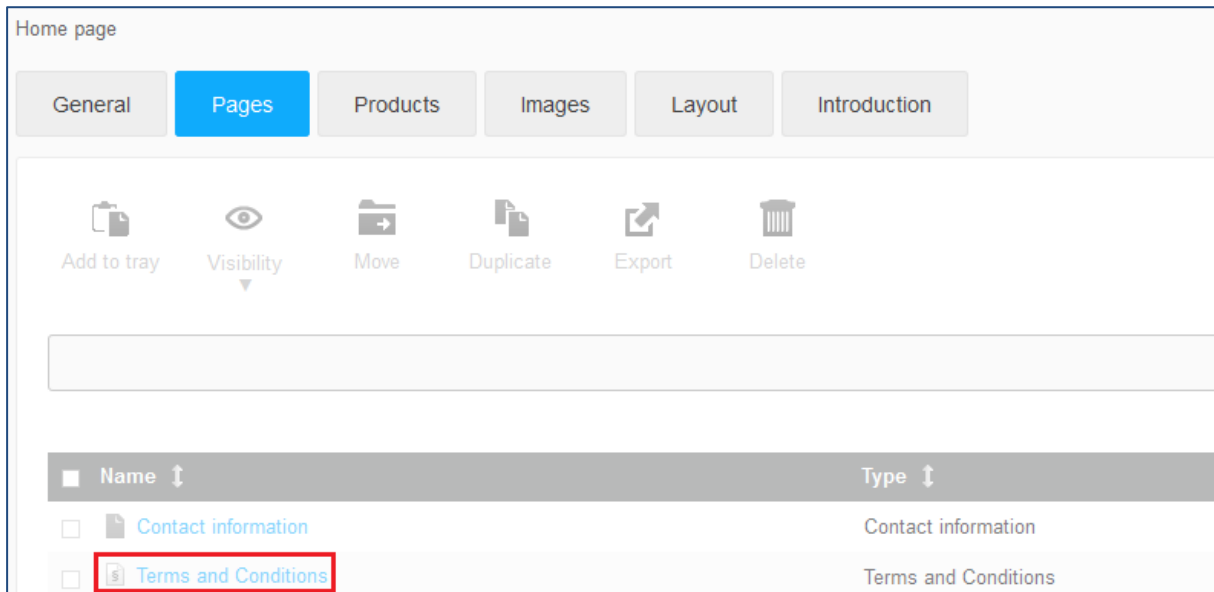
XYZ.co.uk is a site operated by [company name with legal status e.g. XYZ Ltd].

We are registered in [name place of registration, e.g. England and Wales, Scotland or Northern Ireland] under company number [your registration number] and with our registered office at [company address: street, postcode, location].

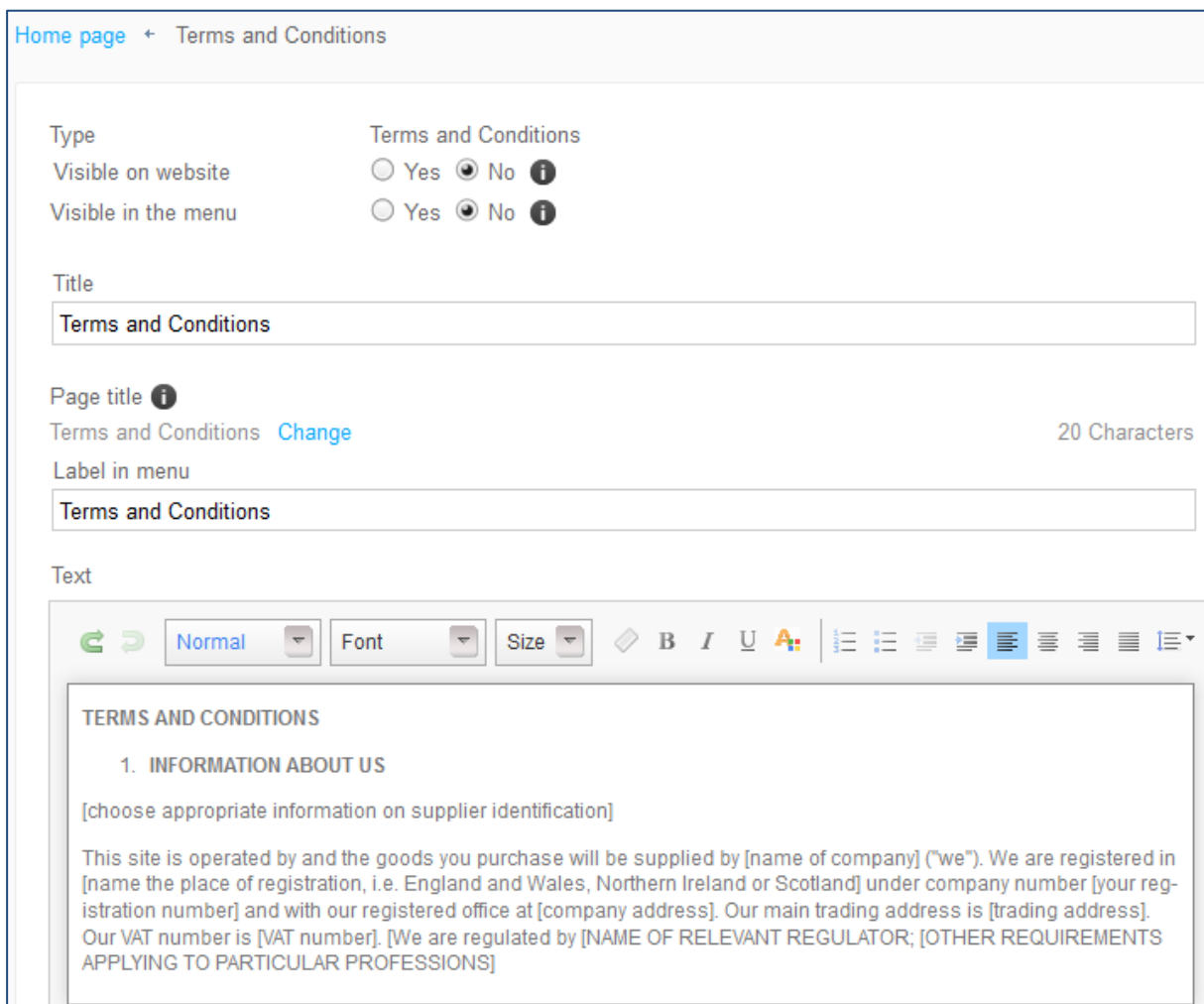
Our main trading address is [trading address].

[phone number and/or e-mail address]

Now open the **Terms and Conditions** page in the content administration of your 1&1 eShop.



Use the advice in the [Terms and Conditions](#) chapter in this handbook to guide you in the generation of your general terms and conditions. Once done, apply this information to your General Terms and Conditions and save the settings.



Now open the **Right of withdrawal** page in the content administration of your 1&1 eShop.

Home page

General Pages Products Images Layout Introduction

Add to tray Visibility Move Duplicate Export Delete

Name	Type
<input type="checkbox"/> Contact information	Contact information
<input type="checkbox"/> Terms and Conditions	Terms and Conditions
<input type="checkbox"/> Privacy policy	Privacy policy
<input type="checkbox"/> Right of withdrawal	Right of withdrawal

Use the advice in the **Right to Cancel** chapter in this handbook to guide you in the generation of your instructions on the right to cancel. Copy the instructions on the right of cancellation and insert into the free text box on this page before saving the settings.

Home page + Right of withdrawal

Type Right of withdrawal

Visible on website Yes No ⓘ

Visible in the menu Yes No ⓘ

Title
Right of withdrawal

Page title ⓘ
Right of withdrawal [Change](#) 19 Characters

Label in menu
Right of withdrawal

Description ⓘ

Normal Font Size B I U A+ | [Rich text editor icons]

Right to cancel

You have the right to cancel the purchase of a good without having to give a reason at any time within the "cooling off period" of seven working days, beginning on the day after you receive the goods.

You must notify us of your cancellation in writing or in another durable medium to our contact address. [optional: Include contact details]

Last but not least, open the **Privacy Policy** page in the content administration of your 1&1 eShop.

Home page

General **Pages** Products Images Layout Introduction

Add to tray Visibility Move Duplicate Export Delete

Name ↑	Type ↓
<input type="checkbox"/> Contact information	Contact information
<input type="checkbox"/> Terms and Conditions	Terms and Conditions
<input type="checkbox"/> Privacy policy	Privacy policy

Use the advice in the [Privacy policy and cookies](#) chapter in this handbook to guide you in the generation of your privacy policy. Apply this information and save the settings.

Home page ← Privacy policy

Type Privacy policy

Visible on website Yes No ⓘ

Visible in the menu Yes No ⓘ

Title
Privacy policy

Page title ⓘ
Privacy policy [Change](#) 14 Characters

Label in menu
Privacy policy

Description ⓘ

Normal Font Size B I U A: | [List icons]

The website is owned by xxx and the data controller is xxx. The data controller is responsible for and controls the processing of your personal data in accordance with the Data Protection Act 1998 (the "Act"). We are registered with the Information Commissioner's Office and our registration number is xxx.

You're done! Now your shop is kitted out with all necessary legal texts.

10.2 Integrating the Trusted Shops products

If you have been given a Trusted Shops ID number by Trusted Shops or 1&1 (hereinafter: "TS-ID") you are now able to implement an array of Trusted Shops products in your 1&1 eShop to highlight your trustworthiness. Here's how:

Log in to the [1&1 Control Panel](#) and click on **1&1 eShop**.

Click on the **Marketing** tab and select the **Trusted Shops certification** option. Copy your TS-ID into the text field and press save. You will then be shown which Trusted Shops services your membership allows you to use.

All Trusted Shops memberships allow you to display the "Trustbadge" in your shop. The trustbadge is a modern and eye-catching integration technology which shops can use to communicate their trustworthiness to their clients. To enable this option, tick the checkbox in point 5.

This is how to integrate Trusted Shops in your shop:

1. Get certified by Trusted Shops. ▶ [Certify your shop now](#)
2. You will receive a Trusted Shops ID during your registration. Enter this ID into the entry field below. **Click "Save"**.
3. Complete the setting of your Trusted Shops ID through entry of your web service access data.
4. Add the page element "Trusted Shops certification - Seal" to your shop design. ▶ [Insert page element now](#)
5. Would you like to display the seal of approval to visitors as a Trustbadge in the bottom corner of the browser? Display Trustbadge

You can also display additional Trusted Shops elements in your shop, depending on the features enabled with your Trusted Shops membership. For more information please consult your Trusted Shops membership documents.

Not a Trusted Shops member yet?

With Trusted Shops, Europe's leading trustmark, you will build trust in your online shop and generate more sales. Show your customers that they can shop safely with you, guarantee their security by means of free buyer protection, and use the Trusted Shops customer reviews to win over customers with independent reviews. [More about Trusted Shops](#)

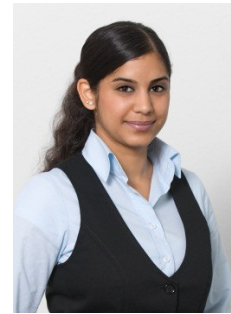
Authors

Naveen Aricatt

Naveen Aricatt joined the audit team of Trusted Shops in 2009 following her graduation in International Business Law and Business Management. Since 2012 she is the Trusted Shops' expert UK and the contact person within Trusted Shops for UK legal concerns and questions related to the audit in the UK.

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We express our sincere thanks to Bond Dickinson LLP.



Editor

Dr. Carsten Föhlisch

Lawyer and general counsel of Trusted Shops GmbH since April 2000. He is a lecturer at the University of Pforzheim, and one of many experts in the Law Committee of the German Bundestag.



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