

Website Health Check for your business

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**TRADING
STANDARDS**



Website Health Check for your business	2
Appropriate cookies notice.	2
Easy to understand privacy notice tab.....	2
Accessible email address.	3
Ensure you are easily contactable by your customers.....	3
Website builds customer trust.....	3
Complaint Handling – maximise the “gold dust”	4
Accessible complaint handling policy.	4
Premium rate sales numbers.....	4
“Basic rate” customer helpline	4
ODR (Online Dispute Resolution).....	4
Distance Selling rules.....	5
Ensure your consumer’s are aware of their consumer rights.....	5
Can consumers understand what you are saying; ensure the information you provide is legally correct and easy to understand.	5
Model cancellation form.....	5
Prior express consent (Service contracts ONLY)	5
Checkout.....	6
Optional extras must not be pre-ticked.	6
Any Non-optional extras should be included at the earliest opportunity.	6
Transparent delivery costs.....	6
Contract terms.....	7
Enforceable Terms & Conditions.	7

Website Health Check for your business

It is important that your online business is compliant, this means ensuring your website is compliant with the relevant regulations. There are specific requirements laid down in several regulations that will be relevant to your online business:

- The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
- The Consumer Rights Act 2015
- Companies Act 2006
- Electronic Commerce Regulations 2002
- Provision of Services Regulations 2009
- Privacy and Electronic Communications Regulations 2003

Below is a checklist to assist you in ensuring that your online business is compliant, this protects your business and gives consumers confidence in trading with you online.

Your Homepage		
	Issue	Description
1	Appropriate cookies notice.	The basic rule is that you must: tell people the cookies are there; explain what the cookies are doing and why; and get the person's consent to store a cookie on their device. Consent to place cookies on someone's computer must be "specific and informed".
2	Easy to understand privacy notice tab.	A prominent "Privacy" tab tells your customers that you take the security of their personal information seriously. The phrase "Privacy Notice" may be meaningless to many consumers. It is best practice to have a prominent tab on your homepage stating, "How we use your information". Further guidance on disclosure can be found here

3	Accessible email address.		<p>An email address is important to consumers for product enquiries, progressing complaints and the decision to purchase. Half of consumers factor in the existence of an email address in their decision whether to buy and it is the preferred communication method for 25-54-year olds.</p> <p>Best Practice is to ensure a consumer can locate your email address within 1 minute, in an intuitive place (e.g. in the Contact Us, About Us, Home or Help pages).</p>
			<p>Some businesses prefer multi-option web forms or FAQs to channel enquiries to relevant staff/departments. An email address is still required, even if you provide a web form and phone number and regardless of the size of the business.</p>
4	Ensure you are easily contactable by your customers.		<p>Retaining just 5% of your customers can increase profits 25-75%. Great customer service plays a significant role in customer retention.</p> <p>The ease with which your customers can contact you by phone, email and post is the first step towards great customer service. You are required to make your contact information easily accessible. Mindful of this requirement, best practice requires a prominent tab on the homepage titled 'Contact us', 'Help & Support' or similar language. This is the case even if you display most or all your contact information on the homepage.</p>
5	Website builds customer trust.		<p>Consumers say particular information gives them trust that there is a real business behind a “shiny website”. Trust is key to conversion online. The prominence of the following legally required information builds trust. It should be intuitive and quick for any new customer to find it.</p> <p>We interpret the law to mean that the following information should appear on your Homepage, Contact Us, About Us, or similarly titled page:</p> <ul style="list-style-type: none"> • email address • geographic address • details of legal entity e.g. XYZ Ltd • where relevant, • Company number • VAT number • trade register registration number • supervisory authority (for regulated professions)

Complaint Handling – maximise the “gold dust”

Most unhappy customers do not complain – many believe that it will be a waste of their time. Instead, they simply take their business elsewhere and/or leave negative reviews online. You can encourage unhappy consumers to take their complaints to you by implementing the following steps

6	Accessible complaint handling policy.		<p>Every online provider of goods and services must have a complaint handling policy in place. Customers intuitively go to the contact us page when they have a complaint.</p> <p>Best Practice requires a link to your policy to appear prominently on your Contact Us page, Help or Homepage.</p>
7	Premium rate sales numbers.		<p>If you use premium rate numbers (starting with 087, 118, 070 and 09) the cost must be prominent, clearly visible and NEARBY the premium rate telephone number (2.2.7 of the Phone-paid Services Authority Code). Copy advice and guidance is available free.</p> <p>Best Practice requires the cost of premium rate and 084 calls to be prominent and stated near the phone number</p>
8	“Basic rate” customer helpline.		<p>Customer service helplines cannot charge “more than the basic rate”. No similar restrictions exist for sales numbers.</p> <p>The following numbers comply with the Regulations:</p> <ul style="list-style-type: none"> • geographic numbers - starting 01 or 02 • non-geographic numbers - starting 03 • Freephone numbers - starting 0800 or 0808 • mobile numbers - starting 07 (except numbers starting 070, which are not mobile numbers)
9	ODR (Online Dispute Resolution)		<p>Alternative Dispute Resolution (ADR) offers a cheaper route to resolve disputes where consumers have exhausted your internal complaints process.</p> <p>The European ODR platform allows customers, traders and ADR providers to file and handle disputes quickly online. Best Practice is to provide an easily accessible link to the ODR platform prominently in your complaint handling policy. Further guidance</p>

Distance Selling rules

If you sell online, there are a few simple things you can do to increase conversion and retention.

10	Ensure your consumer's are aware of their consumer rights.	<p>Failure to "give" your customers information about their cancellation right extends the cancellation period from 14 days to one year. Simply hyperlinking to your T&Cs (assuming cancellation information is provided there) during the checkout process does not comply.</p> <p>Moreover, by highlighting this legal right you can see your conversion rate increase.</p>
11	Can consumers understand what you are saying; ensure the information you provide is legally correct and easy to understand.	<p>Common mistakes made by businesses include: simply citing the time limit, omitting the "conditions...and procedures for exercising that right", quoting the old 7 days cooling-off period; stating cooling-off period begins on the day the contract concluded, not the day after delivery of the goods.</p> <p>Avoid legal jargon, rights written using language that whilst intelligible to a lawyer is unlikely to be understood by the average consumers will not be considered as being written in plain and intelligible language.</p> <p>See Trading Standards guidance.</p>
12	Model cancellation form	<p>Model instructions for cancellation must be given to consumers before consumers are bound by the contract i.e. a contract is unenforceable where this has not been provided.</p> <p>Best Practice requires a link to the form to appear prominently on the "Right to Cancel" / "Returns" page AND the form to be in a format that allows consumers to easily complete and print the model form i.e. a Word document (not all consumers have PDF converters).</p>
13	Prior express consent (Service contracts ONLY)	<p>Where a consumer wants a service to begin during the cancellation period the consumer must make an express request. Best Practice requires the consumer to tick a box or click a button with a clear statement regarding their request to start the work within the cancellation period.</p> <p>View the guidance</p>

Checkout

68% of customers abandon a purchase they started, often at the checkout stage. Ensure your practices are not encouraging this.

14	Optional extras must not be pre-ticked.		<p>You must not use pre-tick boxes as a default means of charging for an additional product, service, or facility. Adding a standard delivery charge at the checkout is excluded but adding premium delivery by default is considered an additional service.</p> <p>The consumer must make an active, conscious choice (i.e., use of a tick box or radio button) to purchase any product, service, or facility you are offering, no matter how inexpensive that extra may be.</p>
15	Any Non-optional extras should be included at the earliest opportunity.		<p>All non-optional costs must be included in the headline (most prominently displayed or advertised) price. Any fee that applies per product e.g., per ticket fees (as opposed to a per booking service charge), must be included in the product price. Where it is impossible to calculate in advance a particular mandatory charge there must be a clear statement that additional costs will be added at the checkout page. Note specific rules regarding delivery charges, below.</p> <p>You must provide accurate information on the cost of any non-optional extra at the earliest opportunity in the checkout process. This reduces the risk of customers feeling “sucked” into a deal and the associated risk of customer defection that that brings. It also reduces the risk of committing a “misleading price” offence.</p>
16	Transparent delivery costs		<p>There are specific rules regarding delivery charges. The delivery costs must be provided proximate to the headline price on the product page. Simply making reference to delivery costs somewhere within the product description, a “Delivery” page or in your Terms & Conditions does not meet the requirements and the lack of clear delivery costs upfront risks putting off purchasers.</p> <p>When making reference to prices online, regulation 6(2) of Electronic Commerce (EC Directive) Regulations 2002 specifically requires an indication whether prices are inclusive of delivery costs and, to avoid a misleading omission, what those costs are.</p>

Contract terms

There is particular information that must appear in your terms & conditions and other information that is banned. How you present your terms online determines whether you can enforce them.

17	Enforceable Terms & Conditions.	<p>For most business to consumer transactions terms and conditions are unnecessary. When things go wrong, consumer law specifies consumers' rights, which cannot be restricted by contract terms.</p> <p>The business is also protected, the law states the business is only liable for reasonable and foreseeable losses and terms in business to consumer contracts cannot change that liability.</p> <p>However, when selling online certain information needs to be provided to consumers before the conclusion of the contract, so terms and conditions are required on your website:</p> <p>Information to be provided includes:</p> <ul style="list-style-type: none">• The main characteristics of the goods• Your trading name and contact details; geographical address, telephone number and email address• Total price of the goods• All delivery charges and additional costs.• Complaint handling policy• Consumers' right to cancel (if applicable)• Where applicable, that the consumer will bear the cost of returning the goods, if cancelled under cancellation right. <p>Full details of Schedule 2 information to be provided is here.</p> <p>Best Practice:</p> <ul style="list-style-type: none">• customers to acknowledge the existence of the terms by use of a tick box or button (a button maybe more user friendly for those accessing your site on a mobile), and• 'Terms and Conditions' phrase to hyperlink to the relevant page. <p>However, even this (the common practice of requiring customers to tick an 'Agree' to terms and conditions box) is not enough to make any disadvantageous terms legally enforceable.</p>
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There are numerous types of terms that are unfair as they restrict consumer rights. Some terms are blacklisted, other terms are unfair depending upon the circumstances. Most contracts that Trading Standards review contain a number of common problem terms that are considered unfair and unenforceable.

Transparency is fundamental to the fairness of contract terms. Even if terms are clear to a lawyer, we will probably conclude that it has the potential for unfairness if it is likely to be unintelligible to customers and thereby causes detriment. A failure to use plain English may fall foul of the Consumer Rights Act 2015 and Web Content Accessibility [Guideline 14](#).