

Legislation

Companies Act

- Companies in the UK must include certain regulatory information on their websites and in their email footers before 1 January 2007 or they will breach the Companies Act and risk a fine.

Companies Act

Information that must be on your website

- The name, geographic address and email address of the service provider. The name of the organisation with which the customer is contracting must be given. This might differ from the trading name. Any such difference should be explained – e.g. "XYZ.com is the trading name of XYZ Enterprises Limited."

Companies Act

Information that must be on your website

- If a company, the company's registration number should be given and, under the Companies Act, the place of registration should be stated (e.g. "XYZ Enterprises Limited is a company registered in England and Wales with company number 1234567")

Companies Act

Information that must be on your website

- If the business is a member of a trade or professional association, membership details, including any registration number, should be provided.

Companies Act

Information that must be on your website

- If the business has a **VAT number**, it should be stated – even if the website is not being used for e-commerce transactions.

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Companies Act

Information that must be on your website

- Prices on the website must be clear and unambiguous. Also, state whether prices are inclusive of tax and delivery costs.

Just £100 (+VAT) for the first year and
£50 (+VAT) for each year after that
no monthly fees

Companies Act

Information that must be on your website

- Finally, do not forget the Distance Selling Regulations which contain other information requirements for online businesses that sell to consumers (B2C, as opposed to B2B, sales – which is covered by the Sale of Goods Act, Rules of Contract and other legislation).

Distance Selling Regulations

These regulations apply if the supplier does not come face to face with the customer – so they definitely apply to any business that is selling via a website.

Distance Selling Regulations

- Give consumers certain information - in a **clear and comprehensible manner** - prior to conclusion of the contract.
- Give consumers confirmation in writing or in another durable medium which is available and accessible to the consumer.
- Repay sums paid by consumers within a certain time period
- Perform the contract within a certain time period.

Distance Selling Regulations

Prior information

2. the identity of the supplier and (where the contract requires payment in advance) the supplier's address;
3. a description of the main characteristics of the goods or services;
4. the price of the goods or services, including all taxes;
5. delivery costs, where appropriate;
6. the arrangements for payment;
7. the arrangements for delivery or performance of the service, e.g. when the customer can expect delivery of the goods or performance of the services;
8. the existence of a right of the seven day cooling off period;
9. if the consumer is to use a premium rate telephone number, the cost of the call must be specified before charges are incurred for the telephone call;
10. how long the price or any special offer remains valid;
11. the minimum duration of the contract in the case of a contract to supply goods or services continuously (e.g. in a contract for a mobile phone or for cable TV services), or recurrently (e.g. in a contract with a monthly book club);
12. whether or not substitute goods or services may be provided in the event of those ordered by the customer being unavailable; and
13. notification that the supplier will meet the costs of the consumer of returning any substitute goods he or she does not want.

Distance Selling Regulations

Confirmation in writing

Suppliers must provide the consumer with confirmation of the prior information otherwise they will not be able to enforce the distance contract. This confirmation must be in writing, e.g. by email.

In addition to confirming the prior information, the supplier must also provide the following information to consumers in writing:

- a statement that the consumer has a right to cancel the contract if he wishes and how this right can be exercised;
- details of the cancellation process to enable the consumer to cancel the contract, including the provision of the name and address of the person to whom the consumer should send the notice;
- whether the consumer or the supplier is responsible for the cost of returning the goods to the supplier if the consumer cancels;
- in the case of contracts for the supply of services, information on the consequences of agreeing to performance of a service starting before the end of the usual seven working day cancellation period (see "Exceptions to the right to cancel" below);
- the geographical address of the place of business of the supplier to which the consumer may address any complaints;
- information on any after-sales services and guarantees; and
- the conditions for cancelling the contract, where it is of an unspecified duration or a duration exceeding one year.

Data Protection

Data protection laws exist to strike a balance between the rights of individuals to privacy and the ability of organisations to use data for the purposes of their business.

Data protection law applies whenever a data controller processes personal data.

Data Protection

- A data controller is the person who determines the purposes for which, and the manner in which, any personal data is, or is likely to be, processed. In other words, you will be a data controller if the processing of personal data is undertaken for your benefit and you decide what personal data should be processed and why. A typical example of a data controller is an employer.

Data Protection

- Personal data means data which relates to a living individual who can be identified from that data or from that data and other information which is in the possession of, or is likely to come into the possession of, the data controller. For example, most organisations will process personal data relating to employees, customers, suppliers and business contacts.

Data Protection

In order to comply with the Act, a data controller must comply with the following eight principles:

2. The data should be processed fairly and lawfully and may not be processed unless the data controller can satisfy one of the conditions for processing set out in the Act.
3. Data should be obtained only for specified and lawful purposes.
4. Data should be adequate, relevant and not excessive.
5. Data should be accurate and, where necessary, kept up to date.
6. Data should not be kept longer than is necessary for the purposes for which it is processed.
7. Data should be processed in accordance with the rights of the data subject under the Act.
8. Appropriate technical and organisational measures should be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
9. Data should not be transferred to a country or territory outside the European Economic Area unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data.

Copyright

Copyright gives the creators of certain kinds of material rights to control ways their material can be used. These **rights** start as soon as the material is recorded in writing or in any other way. There is no official registration system. The rights cover:

- copying;
- adapting;
- distributing;
- communicating to the public by electronic transmission (including by broadcasting and in an on demand service);
- renting or lending copies to the public; and,
- performing in public
- In many cases, the author will also have the right to be identified on their works and to object if their work is distorted or mutilated.

Copyright

Copyright applies to computing and the internet in the same way as material in other media. For example, any photographs you place on the internet will be protected in the same way as other artistic works; any original written work will be protected as a literary work, and so on.

Copyright

- **Downloads and uploads** - If you download, distribute or put material on the internet that belongs to others you should ensure that you have the owners permission, unless any of the exceptions apply.
- **Databases** - Databases may receive copyright protection for the selection and arrangement of the contents. In addition, or instead, database right may exist in a database. This is an **automatic right** and protects databases against the unauthorised removal and re-use of the contents of the database.
- **Computer programs** - Computer programs and games for games consoles are protected on the same basis as literary works. Conversion of a program into or between computer languages and codes corresponds to **adapting** a work. Storing any work in a computer amounts to **copying** the work. In addition, running a computer program or displaying work on a video display unit (VDU) will usually involve copying and thus require the **consent of the copyright owner**.

Copyright

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WEEE

That's **Waste electrical and electronic equipment**

The WEEE Regulations apply to businesses that:

- **manufacture** electrical and electronic equipment (EEE)
- **import** EEE
- **re-brand** EEE
- **distribute** EEE
- **sell** EEE
- **store** EEE
- **treat** EEE
- **dismantle** EEE
- **recycle** EEE
- **dispose** EEE
- **use** EEE.

WEEE

All businesses that **use** electrical and electronic equipment (EEE) must comply with the WEEE Regulations.

- You must **store, collect, treat, recycle** and **dispose** of WEEE **separately** from your other waste.
- You must obtain and keep proof that your WEEE was given to a waste management company, and was treated and disposed of in an environmentally sound way.

The regulations came into force on **2 January 2007**

The Computer Misuse Act

The Computer Misuse Act (1990) made three new offences:

- accessing computer material without permission e.g. looking at someone else's files
- accessing computer material without permission with intent to commit further criminal offences e.g. hacking into the bank's computer and increasing the amount in your account
- altering computer material without permission e.g. writing a virus to destroy someone else's data

Writing a virus or deliberately spreading one is illegal.

- Does any of this apply to you?
- If it does, what do you need to do?

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Next Session

- Open Session
 - summary
 - questions

Questions

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