
Key information for online retailers

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If you are an internet retailer, you may be required to provide certain information and to provide cancellation rights. The list below identifies key obligations. It is not a complete list of legal requirements. Businesses should undertake their own assessment to ensure that they are complying with all relevant law.¹

1. Contact details

At a minimum, you should clearly provide:

- your name and address (not a PO box)
- your email address (not simply a web form)
- your VAT number (if applicable)
- (if you are a company) the place of registration, registered office address and registration number
- membership details, including the registration number, of any trade or professional association you belong to.

2. Clarity of pricing information and other charges

- prices should be presented clearly and unambiguously. You should make clear the full price consumers will have to pay for the product, including tax, delivery and other charges
- where you cannot specify the final price in advance (for example because of variable delivery costs), you should

¹ Please see our guidance on the Distance Selling Regulations (OFT 698) available at www.oft.gov.uk for further information on the legal requirements.

indicate clearly that additional charges may apply and how they will be calculated

- you should provide clear information on payment options, together with details of any relevant surcharges (for example credit card surcharges).

3. Delivery

- you may generally not include standard terms requiring your customers to bear the cost of insurance pending delivery
- the goods should be delivered within 30 days unless you have agreed a different period with your customer.

4. Cancellation rights and returns

- unless cancellation rights under the Distance Selling Regulations ('DSRs') do not apply, you must provide clear information on cancellation rights and how customers can cancel an order. Generally consumers have a minimum of seven working days commencing the day following delivery to exercise cancellation rights
- if your customer wishes to cancel the order, they must take reasonable care of the product while in their possession
- you may set out what you consider to be reasonable care but you may not impose conditions which prevent your customers from exercising their right reasonably to examine the goods. Typical conditions which may breach consumers' rights include requirements that goods are returned unopened (except in the case of sealed software or audio/video recordings), 'as new' or 'in their original packaging'
- if the customer cancels an order under the DSRs, you may not deduct from the refund the costs of outward delivery nor other fees, such as an administration or restocking fee. The refund should be made as quickly as possible and within a maximum of 30 days
- if you wish to require your customer to return the goods in the event of cancellation and to pay for the cost of doing so, you must make this clear in your terms and conditions and confirm it in writing or another durable medium.