

MAIN RESOURCES / HELPFUL LINKS

Legislation

Directive 2011/83/EU
on consumer rights

Directive 2000/31/EC
on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market

Directive 1995/46/EC
on the protection of individuals with regard to the processing of personal data and on the free movement of such data

Directive 1999/44/EC
on certain aspects of the sale of consumer goods and associated guarantees

Directive 1993/13/EEC
on unfair terms in consumer contracts



Websites

Enterprise Europe Network Ireland
- www.een-ireland.ie

European Consumer Centre Ireland
- www.ecc

CONTACTS



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10 TIPS FOR SELLING ONLINE



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Online selling in Europe is growing steadily every year¹. According to *Ecommerce Europe*, Europe is the largest B2C e-commerce market in the world, accounting for a 35.1% share of global B2C e-commerce.

While selling your products through a website is a simple, low-cost way of entering the European and global markets, there are also legal and non-legal issues that you need to be aware of.

1 Make it clear who you are to your customers.

Your website should be optimally designed and easy to use. There is a legal obligation to have information such as your company's name, as well as postal and e-mail addresses permanently available to your consumers.

2 Include a set of terms and conditions on your website².

Contract terms should always be drafted in plain and intelligible language and any ambiguities will be interpreted in favour of consumers.

3 Protect your customers' data and publish a privacy statement.

Included in your long-term strategy for selling products and services should be steps to protect your customers' data. As a trader you are responsible for the type of data that you collect, the reason why

¹The value of online transactions to the European economy is estimated at 3.5% and it is considered that this percentage will double by 2016 and triple by 2020. See: *The European B2C E-commerce Report*, Ecommerce Europe, May 2013.

²This will not only offer clarity to potential customers regarding various issues, but can also be used to comply with various corporate compliance issues if your business is a limited company.

it is being collected and the manner in which any such data will be stored. If the site uses cookies the consumer's consent will be required and/or if the site collects personal data such as IP addresses or e-mail addresses you will need to publish a privacy statement.

4 Add secure payment processing and a shopping cart to your website.

Buyers should be able to place multiple products into the cart, and checkout, before payment is made. This ensures sensitive customer transaction information will be protected and secured. Different countries use different methods of paying online. If you target overseas markets, ensure you are using the right methods³.

5 Ensure that certain information is provided.

Remember that as of 13th June 2014 customers will not be bound by online contracts unless information on the goods, provider, pricing, delivery, method of payment, withdrawal period, complaints handling, after-sales services, duration of contract and functionality or interoperability (in the case of digital products) is provided in a clear and comprehensible manner.

6 Products offered on your website must be of merchantable quality, fit for purpose, as described and correspond to any samples or models used.

If a fault occurs within the first six months of delivery it is presumed that the fault existed at the time of delivery and the consumer has the right to have the product repaired or replaced at no extra cost, unless you can prove that there was no lack of conformity (e.g. induced damage, improper maintenance, or misuse). If neither of these remedies can be offered within a reasonable time or without significant inconvenience to the consumer, consumers can seek to obtain a refund. These rights also exist after the initial six month period has elapsed, however, the onus then shifts

³For further information on this topic, please contact your local Enterprise Europe Network office (www.een-ireland.ie).

to the consumer to prove that the fault was inherent to the product at the time of delivery (e.g. manufacturer's defect).

7 Pre-ticked boxes for additional payments are no longer permitted,...

so it is no longer possible to charge customers extra by obtaining consent to such charges by way of default or opt-out provisions.

8 Be aware of the 30 day period for order completion.

If you trade with customers within the EU, products or services purchased must be delivered within 30 days from the day after the placing of the order, unless otherwise agreed. If you are unable to uphold your end of the contract, you must inform the consumer who then must agree a revised date of delivery. If the contract is not fulfilled during this additional period of time, the customer will be entitled to terminate the contract.

9 In the EU, customers have 14 working days within which to cancel or withdraw from a purchase without having to give any reason.

When a customer exercises this right, traders have 14 days within which to refund the money back. The only charge that may be made to the customer is the direct cost of returning the goods unless the trader has agreed to bear them or the trader failed to inform the consumer that the consumer has to bear them.

10 Requirement to eliminate surcharges for the use of credit cards and hotlines

Under new EU rules, you can no longer charge customers more for paying by a particular method of payment than the costs actually incurred by you and if you operate a telephone hotline it is no longer permissible to charge more than the basic telephone rate for the telephone calls.

⁴It is now necessary to provide consumers with a "model withdrawal form" – although consumers' need not use this form to effect cancellation.

⁵There are some exemptions from the right of withdrawal. These exemptions cover, for instance, goods made to the consumer's specifications and perishable goods.

