

## MAIN RESOURCES / HELPFUL LINKS

### Legislation

#### Regulation (EU) No 524/2013

on Online Dispute Resolution for Consumer Disputes

#### Directive 2013/11/EU

on Alternative Dispute Resolution for Consumer Disputes

#### 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

## CONTACTS



E: [international@dublinchamber.ie](mailto:international@dublinchamber.ie)

T: 01 644 7200

🐦 @EEN\_Dublin

Cabhair agus comhairle  
do thomhaltóirí  
san Eoraip



European Consumer Centre Ireland

E: [info@eccireland.ie](mailto:info@eccireland.ie)

T: +353 1 879 7620

🐦 @eccireland



## 10 TIPS FOR SELLING ONLINE

### Websites

Enterprise Europe Network Ireland  
- [www.een-ireland.ie](http://www.een-ireland.ie)

European Consumer Centre Ireland  
- [www.eccireland.ie](http://www.eccireland.ie)

#### Disclaimer:

The content of this leaflet represents the views of the author only and it is his/her sole responsibility; it cannot be considered to reflect the views of the European Commission and/or the Consumers, Health, Agriculture and Food Executive Agency (CHAFAEA) or any other body of the European Union. The European Commission and the Agency do not accept any responsibility for use that may be made of the information it contains.



Coimisiún um  
Iomaíocht agus  
Cosaint Thomhaltóirí  
Competition and  
Consumer Protection  
Commission



Co-funded by the  
European Union



European Consumer Centre Ireland

# 10 TIPS FOR SELLING ONLINE

Online selling in Europe has been growing steadily over the years, with an annual growth of between 12% to 13%. In 2015, European e-commerce turnover increased by 13.3% to €455.3 billion and is forecasted to grow to €660 billion by 2018, according to Ecommerce Europe.<sup>1</sup>

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.

The design of your website should be easy to use. There is a legal obligation to clearly indicate your company or business name, postal and email address.

## 2 Include a set of terms and conditions<sup>2</sup>, protect your customers' data and publish a privacy statement.

Contract terms and conditions should always be drafted in simple language with any ambiguities interpreted in favour of consumers. Measures to protect customers' data should be included in your long-term strategy for selling online. As a trader you are responsible for the type of data that you collect, the reason why it is being collected, and how it is being stored. If the site uses cookies the consumer's consent will be required and/or if personal data such as IP addresses or email is collected you will need to publish a privacy statement.

<sup>1</sup> In 2015, 43% of Europeans (296 million people) were e-shoppers and the average spend per e-shopper was estimated at €1,540. See: The European B2C E-commerce Report 2016.

## 3 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. Sensitive customer transaction information must be protected and secured. Different countries use different methods of paying online. If you target overseas markets, ensure you are using the right methods<sup>2</sup>.

## 4 Ensure that certain information is provided.

Since June 13th 2014, customers are not bound by online contracts if it is not made clear when activating a button or similar function to place an order that there is an obligation to pay. All pre-contractual information required by law must be provided. Omission of information on the right to withdrawal, for instance, may result in an extension of the withdrawal period to 12 months.

## 5 Products must be of merchantable quality, fit for purpose, as described and correspond to any samples or models used.

If the fault occurs within the first six months of delivery it is presumed that it existed at the time of delivery and the consumer has the right to repair or replacement 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, the consumer can seek to obtain a refund. These rights also exist after the initial six month period has elapsed, however, the onus is on the consumer to prove that the fault was inherent at the time of delivery (e.g. manufacturer's defect).

## 6 Pre-ticked boxes for additional payments are no longer permitted.

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

<sup>2</sup> For further information on this topic, please contact your local Enterprise Europe Network office. See: [www.een-ireland.ie](http://www.een-ireland.ie)

## 7 Period for order completion.

Goods must be delivered within 30 days from the day after the order was placed, unless otherwise agreed. If you are unable to uphold your end of the contract, customers may terminate it immediately if the delivery period was essential. Where agreement is reached on an additional period of time for delivery, the customer will be entitled to terminate the contract if you fail to deliver on time.

## 8 In the EU, customers have 14 working days<sup>3</sup> within which to cancel or withdraw from a purchase without having to give any reason<sup>4</sup>.

When a customer exercises this right, traders have 14 days within which to refund the money. 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 about this charge.

## 9 Requirement to eliminate surcharges for the use of credit cards and hotlines.

Under EU rules, you cannot charge customers more for paying by a particular method of payment than the costs actually incurred by you. If you operate a telephone hotline it is not permissible to charge more than the basic telephone rate for the calls.

## 10 Obligation to provide Online Dispute Resolution (ODR) platform link and business email.

Launched in February 2016, the ODR platform offers a single point of contact for EU consumers and traders to settle their disputes for both domestic and cross-border online purchases. If the parties agree, the dispute is sent to an Alternative Dispute Resolution (ADR) body. Traders who sell goods or services online must provide a link to the ODR platform<sup>5</sup>, which is easily accessible, and a business email address to facilitate consumers who want to make contact in the event of a dispute.

<sup>3</sup> It is necessary to provide consumers with a 'model withdrawal form' – although consumers need not use this form to effect cancellation.

<sup>4</sup> There are some exceptions from the right of withdrawal which cover, for instance, goods made to the consumer's specifications and perishable goods.

<sup>5</sup> <https://ec.europa.eu/odr>