

WEBSITE CHECKS – TO BE LEGAL!

When conducting websites checks I use a 31-point check list (very detailed) which includes:

Privacy Policy	A prominent “Privacy” tab tells your customers that you take the security of their personal information seriously. Noting over 25% of the working population have low literacy, the phrase “Privacy Notice” may be meaningless to many of your customers. A Pass requires a prominent tab on the homepage stating “How we use your information” OR “Privacy policy - How we use your information”.
Prominent contact page?	<p>Retaining just 5% of your customers can increase profits 25-75%. Great customer service is key to customer retention. There are legal requirements linked to being contactable and complaint handling</p> <p>Making it easy for your customers to contact you by their preferred channel (ie. phone, email/webform, live chat or post) is the first step towards great customer service.</p> <p>Best Practice (and a Pass) requires a prominent tab on the homepage titled ‘Contact’, ‘Help’, ‘Customer Service’ or similar wording which takes the consumer to a ‘Contact’ page.</p>
Email address?	<p>Publication of an email address is required. A webform MAY be permissible, but only if it provides “acceptable” functionality</p> <p>Good contractability is important for product enquiries and progressing complaints. It may also affect your conversion</p>
Website builds customer trust?	<p>Prominence of the following legally required information builds trust. Any new customer should find it easy to access the information. Trust is key to conversion online. Consumers say (Web Credibility Project Guidelines) particular information gives them trust there’s a real business behind a “shiny website”.</p> <ul style="list-style-type: none"> • name of legal entity • registered address (a Fail if address differs from your registered address) • Company number
Complaint handling policy	Maximise the “Gold Dust” Most unhappy customers do not complain – many believe it will be time consuming and time wasted (their complaint will remain unresolved). Instead, they simply take their business elsewhere and/or leave negative reviews online.
Consumer made aware of consumer rights?	A failure to do so may give consumers one year <i>after</i> delivery/performance to cancel the contract for a full refund. Consumer cannot be required to take positive action e.g. click a tab or hyperlink, in order to see information about their cancellation rights.
Are your Terms & Conditions incorporated? Are they excessive or long winded?	<p>T&Cs are not necessary for most B2C transactions. Consider following in the footsteps of Bradford Exchange and Lakeland by cutting back on unnecessary legalese. When things go wrong, consumer law</p> <ol style="list-style-type: none"> 1. specifies consumers’ rights, which cannot be restricted by contract terms 2. protects the business – you are only liable for reasonable and foreseeable losses. <p>Terms in B2C contracts cannot change that liability.</p>
Clear Pricing	As it says!