

# SafeBuy Code of Practice

The SafeBuy Code is administered by SOFTWARE RESEARCH LTD ("SafeBuy") of PO Box 116, Henley-on-Thames RG9 1FL.

## 1. Qualifications, Purpose and Scope

1.1 The SafeBuy Assurance Scheme is operated by Software Research Ltd. Software Research have been evaluating high-tech products and services in the UK since 1987 and independently reporting to subscribers and report purchasers. It produced the 800-page Millennium Bug report for the *Sunday Times* and continuously publishes the *Good Software Guide*. It has no connection with any manufacturer or service provider and does not take any advertising or sponsorship. The SafeBuy scheme is funded by charges on retailers.

1.2 SafeBuy is acting in the interest of both retailers and consumers in publishing this Code of Practice. The retailers who conform to the Code know that their display of the SafeBuy and TrustUK logos will provide reassurance to consumers that they have undertaken to abide by the SafeBuy Code and any updates that are issued to remain in line with UK and EU regulations and legal requirements. Consumers have access to the Code and are entitled to expect a high level of performance from subscribing retailers with a right of mediation by SafeBuy if they believe a retailer has breached the Code.

1.3 The consumer must verify that the goods or services ordered are fit for the purpose required. The SafeBuy Code does not relate to such matters, nor does it relate to delivery procedures.

1.4 The retailer agrees to accurately and honestly complete such questionnaires as are sent from time to time by SafeBuy to address the matters of ongoing website and operational security and of complaints registered, whether resolved prior to or with SafeBuy mediation or not, together with the outcomes.

1.5 By subscribing to the SafeBuy Code retailers undertake with SafeBuy and with their consumers that they will at all times abide by it. Although SafeBuy cannot guarantee that any individual retailer's site conforms with the SafeBuy Code at every moment in time, SafeBuy validates websites at the time of application and then regularly samples sites including the placing of orders for goods in order to test those sites for ongoing conformity.

## 2. Website Requirements

2.1 The site must use the SafeBuy and TrustUK logos as active links (hyperlinks) to [safebuy.org.uk](http://safebuy.org.uk) where this Code of Practice is published and to [trustuk.org.uk](http://trustuk.org.uk) where their details are shown. The logos may not be used on any site the owner of which does not have a current subscription to the SafeBuy scheme or which SafeBuy considers not to be compliant with the SafeBuy Code. The site must also display the retailer's unique ID number for validation purposes.

2.2 Any advertising on the site, whether by the site owner or third parties, must comply with the British Codes of Advertising and Sales Promotion (BCASP).

2.3 Any advertising on the site, whether by the site owner or third parties, must conform to the rulings laid down by the Advertising Standards Authority ([asa.org.uk](http://asa.org.uk)).

2.4 The site must have clearly accessible details of the retailer's name and address, phone and fax numbers, an email address and details of how to pursue a complaint against the retailer.

2.5 If a phone number for contact is used which requires the consumer to pay other than the normal charge for a UK inland call this must be clearly stated, together with the hours of availability.

## 3. Transaction Requirements

3.1 Products or services for sale must be clearly and accurately described with relevant characteristics (e.g. dimensions, material).

3.2 Any restrictions on ordering (e.g. parental approval, geographic location) must be made clear to the consumer as a part of the description of the product or service.

3.3 The total price, including packing, shipping and VAT where applicable must be shown for the complete order before consumer final agreement to place the order.

3.4 The method of delivery must be clearly identified.

3.5 Payment options must be shown and the level of security displayed for the transaction.

3.6 There must be an option for the consumer to abort the order up to the point of final confirmation.

3.7 There must be no possibility of orders being accepted which are unlikely to be fulfilled within 30 days.

3.8 Any special offers must have the time or condition requirements clearly identified.

3.9 The consumer must be advised that a confirmation of the order will be sent by email or post within 24 hours. This confirmation must include the retailer's company details, a unique order number, the total price and clear instructions on the consumer's rights of cancellation or return, including timescales, with an explanation of how to effect a cancellation or return, including any return costs that may be applied.

#### *4. Terms and Conditions*

4.1 The website must specify:

- a. the name, physical address or PO box number of the principal place of business, email address and telephone number;
- b. the price of the goods or services and any ancillary costs such as delivery charges;
- c. the delivery procedure;
- d. the right of the consumer to cancel the order for at least seven working days after delivery;
- e. the returns policy and procedure;
- f. the means by which the website user can lodge a complaint with the retailer and how the complaints procedure will operate.

4.2 All contract terms, including any guarantees or warranties, must be clearly displayed and a further clear indication given that they do not affect the consumer's statutory rights. If the retailer's contract terms give rights to the consumer which are more beneficial than the consumer's statutory rights, this should be made apparent.

4.3 The product or service must be delivered within 30 days unless the consumer agrees otherwise. In the event that this term cannot be met the consumer must be advised in good time and offered a cancellation option with a total refund, within 30 days, of any monies paid.

4.4 Neither the retailer nor the consumer should expect to rely on any verbal agreement. Both parties should require written confirmation before accepting any variation of the order or other term of the contract.

4.5 The consumer must, at any time, before or after the order, be able to scroll through and, if necessary, print the Terms and Conditions and Privacy Policy.

#### *5. Faults and Disagreements*

5.1 Where the consumer can reasonably show that the goods or services do not correspond to their description or are not fit for the purpose described the retailer must be advised as soon as is practicable. The retailer, if accepting the deficiency or making a goodwill gesture, must act within 30 days to remedy the fault or refund the consumer any monies paid plus compensation for any associated and proven losses.

5.2 Errors in any area of order processing, delivery or administration must be corrected within 30 days.

5.3 The retailer must have an effective complaints procedure. At a minimum, any complaint must be logged and an acknowledgement given to the consumer within three working days. The consumer must be further advised on the retailer's procedures for acting on the complaint with an expected timescale. The retailer must keep the consumer informed of the progress of the investigation of the complaint.

5.4 In the event that the retailer and consumer cannot agree on the resolution of a complaint, the retailer must advise the consumer of any trade complaints body, regulator or ombudsman who may be relevant. They must also advise the consumer of the SafeBuy mediation procedure.

5.5 SafeBuy will act as mediators, at no charge to either party, in the event of a dispute as to compliance with the Code of Practice which cannot be resolved in a timely manner. SafeBuy will only act where there is hardcopy documentation of all areas of the transaction. SafeBuy will be at liberty to provide copies to both parties of all documentation presented in connection with the dispute. SafeBuy is not entitled to impose a decision upon the parties but, as mediator, to attempt to facilitate a resolution of the dispute between the parties. If this is not achieved within what SafeBuy considers to be a reasonable time then SafeBuy will be entitled to withdraw from involvement as mediator

5.6 In the event of the retailer's own complaints procedure and the SafeBuy mediation procedure being unsuccessful in resolving the complaint, the retailer agrees that the consumer has the right to arbitration under the EEJ-NET scheme of the Chartered Institute of Arbitrators and waives his/her right to decline arbitration under this scheme. EEJ-NET is an email arbitration scheme, at relatively low cost, the full details of which are at [www.eej-net.org.uk](http://www.eej-net.org.uk). Details are also available by email from SafeBuy. The costs of the arbitration are borne by the consumer and the retailer.

5.7 None of the above processes affects the right of the consumer to take the matter to the Courts or any other complaints resolution body.

5.8 If the retailer is in the opinion of SafeBuy in breach of the Code with no reasonable justification, then SafeBuy has the right to remove the retailer from the approval scheme. The retailer accepts that there is no right of appeal or redress against SafeBuy's decision.

## *6. Security*

6.1 The retailer must take and maintain all practicable security procedures to prevent hacking or other external access, or any unauthorised internal access, to any data relating to consumers or orders. If data is provided to any third parties necessary for the execution of the contract, it is the retailer's responsibility to ensure that the same standards are met by those third parties.

6.2 Methods of payment must be as secure as is practicable and the consumer clearly advised of the level of security applicable. If a hyperlink is required to another site with further details of the level of security it should be prominently displayed.

6.3 It is recommended that the retailer conforms to the requirements of the BSI Code BS7799 in security matters but as a minimum should ensure that hardware and software security is in line with general standards in the industry for the scale of the retailer's operation. The retailer must identify a named individual who is responsible for all aspects of security.

6.4 It is understood that the same standards on security of data or process by any third party used by the retailer should be at least equivalent to those used by the retailer.

## *7. Privacy*

7.1 The website owner must conform with the requirements of the Data Protection Act, 1998.

7.2 The website must incorporate a privacy policy which informs website users of their right to access to information collected from them and how any such personal information will be used.

7.3 The consumer must be given the option to decline any distribution of personal data to third parties. This option must include further use of the data by the retailer and any associated organisations. In the event that the consumer does not reject further use, if appropriate it must be separately made clear that such data may be transferred outside the European Economic Area and the option provided to reject such use.

7.4 Before the website user can submit personal details to the website, he/she must be able to scroll through the terms of the privacy policy.

7.5 The use of email for direct marketing purposes is not allowed unless the consumer has previously given his/her consent and the contact details have been obtained in the course of a sale of a product or service to that consumer. Direct marketing approaches are confined to the products or services supplied by the online retailer who should ensure that the subscriber is aware of the nature of those products and services. The consumer has also to be given the opportunity to withdraw that consent at the time of each subsequent communication and unsolicited emails must not be sent to consumers who have requested removal from the marketing database either directly to the retailer or through an email preference service. Any attempt to conceal the identity of the sender and withholding of a valid address is prohibited.

7.6 If "cookies" are used the consumer must be advised accordingly and given the choice of opting out.

## *8. Children*

8.1 No order may be accepted from a child of 16 or under without the express consent of a parent or guardian.

8.2 No data on other persons may be collected from a child of 16 or under and no data on themselves may be collected which is not strictly relevant to the processing of the order.

8.3 No enticement by way of reward may be made to a child of 16 or under.

8.4 No data on a child of 16 or under may be made available to any third party without the express consent of a parent or guardian.

8.5 No data on a child of under 12 may be collected without the express consent of a parent or guardian.

8.6 Except for the purpose of processing the order, no further communications, electronic or otherwise, may be sent to a child under 12 and, in the case of 12-16 year olds, only such communications as are relevant where it is clear that the child understands what is involved.

8.7 All communications with children must be non-exploitative and not prey on their immaturity or lack of experience.