

From: []

To: [REDACTED]

Client: [REDACTED]

Date: [REDACTED]

I had a view at the website, and I have similar views as to [REDACTED]'s website. They are divided into the consumers' aspect, entering the contract, returns, obligation to deliver, law and jurisdiction, and direct marketing.

The Consumers' Aspect

According to Article 6 of the [REDACTED] Regulations 2002 ([REDACTED]) the general information to be provided by a person providing an information society service, including e-commerce services, include the followings:

- The name of the service provider,
- The geographic address at which the service provider is established,
- The details of the service provider, including his electronic mail address, which make it possible to contact him rapidly and communicate with him directly or effectively,
- The registration number, or equivalent means of identification in that register for those engaging in a trade, and
- The identification number referred to in Article [REDACTED] of the [REDACTED] /EEC for those dealing with the value-added tax.

Therefore, [REDACTED] is advised to disclose their name, business address, electronic mail address, registration number for the trade they are engaging in, and their identification number for dealing with the value-added tax. They are for identifying [REDACTED] as a consumer seller on the Internet.

Besides, according to the [REDACTED] 2013, there must be information about:

- A description of the main characteristics of the product,
- The name, address, and phone number of their business,
- The total price,
- Payment and delivery arrangements, and
- Details of 'the conditions, time limit and procedures' that apply to cancellations.

Obligation to Deliver

According to Article [REDACTED] of the [REDACTED] Act 2015 (2015 [REDACTED]) governing the delivery of goods, the seller must deliver the goods to the consumer without undue delay and, in any event, not more than 30 days after the day which the contract is entered. Besides, the consumer may treat the contract as at an end if the trader refuses to deliver. Only in some circumstances can the consumer specify an appropriate period and require the trader to deliver the goods before the end of that period. Otherwise, the consumer may treat the contract as at an end. If such a situation, the seller must return all payments made under the contract without undue delay. Therefore, [REDACTED] must honor the obligation the deliver within 30 days as stated in the law. Besides, [REDACTED] must offer a consumer the right to cancel the contract within 14 days as stated in the [REDACTED] Regulations 2013.

Law and Jurisdiction

According to Article [REDACTED] Regulation [REDACTED] 2008, a contract shall be governed by the law chosen by the parties. The choice shall be made expressly or demonstrated by the terms of the contract.

If the choice is absent, a contract for the sale of goods shall be governed by the country's law where the seller has his habitual residence. Under [REDACTED] Regulation [REDACTED], if the consumer's domestic law offers them greater protection, the consumer can then argue that the law relating to contracts for the sales of goods applies in their home state instead of the seller's jurisdiction. Therefore, in consumer contracts in e-commerce, UK contract and sales shall have terms and conditions according to the laws of every EU Member State which consumers can buy its goods, not just the law of the UK.

Therefore, it is advised that [REDACTED] shall have their contract term suitable for the EU law to ensure its application in every Member State. It is because the seller and the consumer have the choices to choose where the dispute is resolved and which law applies.

Direct Marketing

According to Article [REDACTED] of the [REDACTED] (EC [REDACTED] Regulations 2003 ([REDACTED] 2003 [REDACTED])), the user of confidential personal information shall clear and comprehensive information about the purposes of the storage of, or access to, that information, and give his or her consent.

Besides, according to Article [REDACTED] of the same law, in using direct marketing through electronic mail, the information must only obtain under the following conditions:

- The sale of product and for a similar product, and