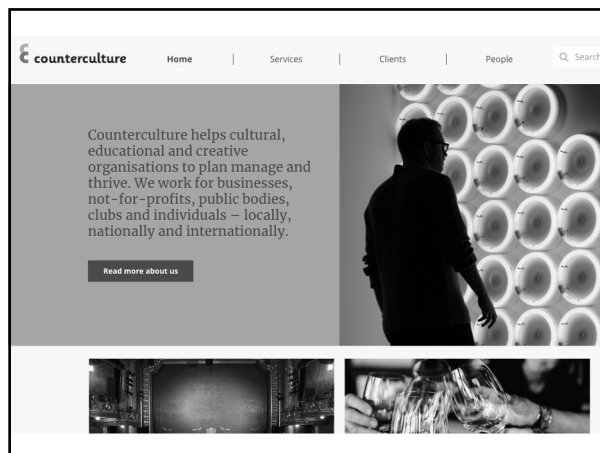


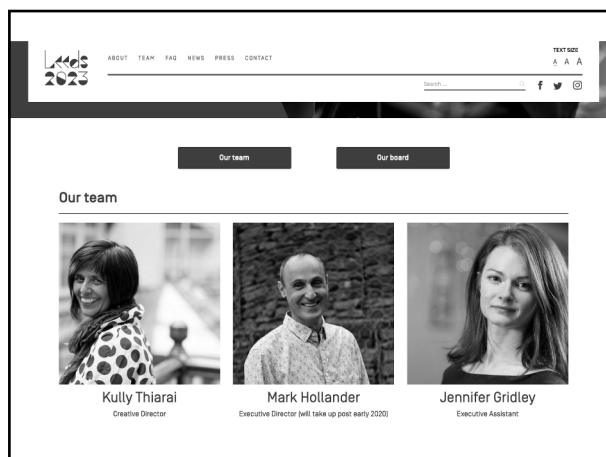
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INTRODUCTION

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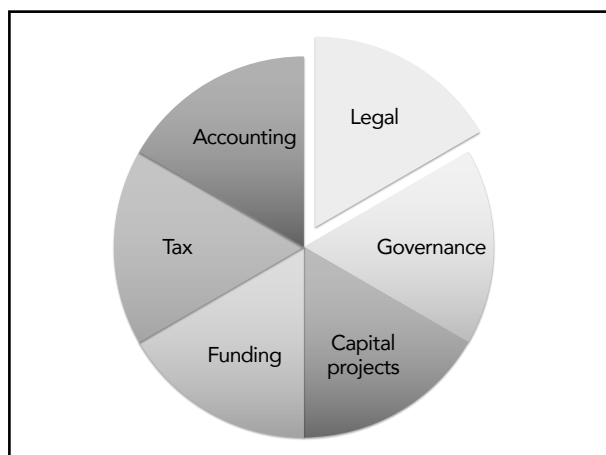
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BUSINESS STRUCTURES

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Business Structures

- Who is setting up the online business?
- Simple: Sole trader / partnership (but with no limit to potential liability)
- Formal: Company and Limited Liability Partnership (registration process, annual publication of accounts, limits on liability)
- Sophisticated: not for profit companies, community interest companies, charitable companies
- Unusual: Associations, Co-ops etc.

7

³ BUSINESS MODELS

8

Business Models

- B2B (Business-to-business): Businesses selling services or goods online, directly to other businesses.
- B2C (Business-to-consumer): The most common form of ecommerce, this involves online sales from businesses to individuals.
- C2C (Consumer-to-consumer): This form of ecommerce involves online transactions between consumers. It's usually facilitated by an intermediary platform, such as Etsy, PayPal, or eBay.

9

⁴ NAMES AND BRANDS

10

Checking names

- Internet searches
- Trade Journals and magazines and specialist websites
- Domain name registration
- Social Media Accounts: knowem.com
- Companies House: beta.companieshouse.gov.uk
- UK IPO: ipo.gov.uk

11

Ownership

- Owner of the intellectual property in any material is the CREATOR unless an employee or a written contract transfers ownership to person who commissioned the material.
- Check for logos / website designs etc

12

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THE ONLINE SHOP

13

Ecommerce

- Ecommerce website builders
- Content Management systems
- Bespoke websites
- Hosting agreements
- Check terms and conditions from website designers / hosting providers / SEO

14

Mandatory Information

- The Electronic Commerce (EC Directive) Regulations 2002: Display name and physical address, electronic contact details, registration numbers, VAT number on website and emails
- Make it easy for users to read your terms and conditions
- Be clear about prices, taxes and delivery fees, and terms of any special offers
- Confirm orders by email

15

Data Protection

- GDPR: Personal information and transparent processing
- Privacy statements
- Privacy and Electronic Communications (EC Directive) Regulations 2003: Cookie consent

16

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ONLINE TRADING

17

Receiving orders

- The Consumer Rights Act 2015 applies to B2C sales.
- Payment for orders and payment gateways
- SSL Certificates
- Trading overseas
- Delivery and postal charges
- Clarity about when the order is placed and accepted
- Insurance

18

Cooling off and Returns

- 14 day cancellation and return policy unless:
- Customised goods
- Sealed goods
- Delivery of services during cancellation period
- Who pays for the costs of return

19

Other overriding aspects

- Provision of minimum information
- All terms in a consumer contract must be 'fair'
- Ban on misleading and aggressive sales practices
- Ban on excluding consumer protection or unreasonably limiting liability
- OK to exclude liability for failures caused by circumstances which are outside the trader's control

20

<https://bit.ly/keith26may>

SALE TERMS AND CONDITIONS

21

Sale Terms

- Why have standard terms?
- Goods only / services only / digital products only
- Helplines
- Guarantees
- VAT

22

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MARKETING THE SITE

24

Marketing

- Advertising keywords
- Social media accounts
- Influencers
- Advertising Standards Authority
- Marketing emails & unsubscribe lists
- Special offers
- Competitions

25

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OTHER ISSUES

26

Specific concerns

- User generated material
- Sites aimed at children
- Streaming content
- Complaints

27

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GOODBYE

28

Keith Arrowsmith

07740 623636

0161 826 1266

0203 388 9902

keith@counterculturellp.com

29