

## Quality Criteria

### 1. Supplier identification

- 1.1 The supplier must provide in a clear and comprehensible manner certain information identifying the supplier in a 'supplier identification' section on the website. It must be prominent, easily, directly and permanently accessible in characters that can be read with the naked eye.
- 1.2 Supplier identification must include the following details:
- 1.2.1 the name and legal status of the supplier;
- 1.2.2 the geographical address at which the service provider is established (street, postcode, location);
- 1.2.3 contact details (including e-mail address and phone number) for customer enquiries (i.e. customer service information);
- 1.2.4 if the supplier is a company or other corporate body, its registered office, the part of the UK in which the company is registered and its company registration number;
- 1.2.5 if applicable, the supplier's VAT number;
- 1.2.6 if applicable, the details of any professional body or similar institution with which the supplier is registered, the professional title and the Member State where that title has been granted as well as a reference to the professional rules applicable to the supplier;
- 1.2.7 details of any relevant supervisory scheme relating to the provision of the service; and
- 1.3 If the supplier itself is not a contractual partner of the customer with regard to deliveries or services, but rather only an agent that facilitates the conclusion of purchase or service contracts with the respective service providers, it must also ensure that each service provider fulfils the following criteria.

### 2. Privacy and data security

- 2.1. The supplier must at all times be registered in accordance with the requirements of the Data Protection Act 1998.
- 2.2. The supplier must comply with the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003.
- 2.3. For the purpose of privacy and data security, the supplier acknowledges that a customer is any legal person who accesses a supplier's website.
- 2.4. The supplier must provide information about the use of data in the form of a privacy policy, which must be made available as a link on all web pages, or at least on those web pages that are used to collect data. The link must be clearly recognisable as a link to the privacy policy.
- 2.5 The privacy policy must contain – as a minimum - the following information:
- 2.5.1 a statement that the supplier is a data controller which processes all data in accordance with the Data Protection Act 1998 together with the supplier's registration number;
- 2.5.2 information on how customer data is used, in particular on how customer data is used for purposes other than fulfilling the contract with the customer (e.g. for advertising purposes);
- 2.5.3 if the supplier performs a credit assessment of the customer or a scoring procedure, the customer must be informed about this and of any possibility that a record of a credit search may be held on the customer's credit file;
- 2.5.4 if data is sold or passed to third parties for purposes other than fulfilling the contract with the customer, the receiver of the data as well as the reason for the transfer must be specified;
- 2.5.5 information about cookies which are saved after the expiration of the browser session, if applicable; and
- 2.5.6 information on the processing of enquiries about data protection.

- 2.6 The supplier may collect, process, and use the personal data of customers without the customers' express consent only if this is necessary for fulfilling the customers' contracts with the supplier.
- 2.7 The amount of personal data a customer is required to provide must be proportionate and reasonable, although a customer may optionally give more data and may agree to a wider use of their data. The distinction between mandatory and optional data must be made clearly identifiable to the customer.
- 2.8 The following applies to the customer's consent:
- 2.8.1 the consent must be expressed before a binding order and at any stage when personal information from the customer is collected by way of an unequivocal and positive action of the customer (opt-in); and
- 2.8.2 the customer must be informed in the privacy policy about the right to revoke their consent at any time in the future.
- 2.9 Notwithstanding paragraph 2.8 above, the supplier may also conduct email advertising without the customer's consent, if it is referred to in the privacy policy and:
- 2.9.1 the supplier has received the email address from the customer in connection with the sale of goods or services;
- 2.9.2 the e-mail address is used only for the advertisement of the supplier's own goods or services of this type;
- 2.9.3 the customer does not object to the use of their email address for marketing and advertising purposes at the point their details are requested (e.g. by opting out); and
- 2.9.4 the customer is informed in the privacy policy and in each subsequent advertising/ marketing email communication sent to them by the supplier about their right to opt out of receiving direct advertising / marketing emails and that the customer is provided with a method for doing so (e.g. a link to an unsubscribe email contained in the advertising email).
- 2.10 The supplier must provide customers with information about the data that has been stored about them (including its scope, purposes and other recipients) at their request. The supplier must also, delete, correct or cease processing of customers' data at their request.
- 2.11 The supplier must ensure that written agreements are in place with all third parties who process personal data and that such agreements require the third parties to:
- 2.11.1 do only what the supplier instructs it to do with the personal data; and
- 2.11.2 maintain appropriate security measures in place with respect to the personal data.
- 2.12 The supplier undertakes to implement suitable IT security measures, including, in particular, encryption technology, precautionary measures against the access of unauthorised third parties and secure servers in order to protect the privacy of the customer and prevent misuse of the customer's data. The electronic transfer of payment details must always be carried out via an industry-standard encrypted connection.
- 3. Product description, sales and marketing limitations**
- 3.1 Before accepting an order, the supplier must provide the customer with clear information on the goods and/or services offered for sale on the website (including a description of the main characteristics of the goods and/or services).
- 3.2 The sale of the goods or services must be strictly lawful, i.e.
- 3.2.1 the supplier may only offer such goods and services as have been clearly approved for sale over the internet (as determined by Trusted Shops in its reasonable opinion);
- 3.2.2 the presentation and content of all website content

(including text, video and images) must strictly comply with all applicable laws, regulations and codes of practice, and the supplier must not omit any material information from the website. Such compliance shall be determined by Trusted Shops in its reasonable opinion; and

- 3.2.3 if the supplier sells any goods which may not be sold to customers younger than any specified age, it shall apply an appropriate age control mechanism when such goods are purchased and shall not, to its knowledge, deliver goods to persons under age or provide in appropriate content to minors. Trusted Shops may determine whether an age control mechanism is appropriate in its reasonable opinion.

### 4. Price transparency, shipping costs and additional expenses

- 4.1 Prior to and in good time before the conclusion of any contract, the supplier must provide its customers with easily visible prices and state whether or not VAT is applicable (or any other taxes). If no exact price quotation is possible, then the supplier shall specify the basis for calculation, which would allow customers to check the price for themselves. If more than one item is ordered, the website ordering system shall always allow the customer to control the types and quantity of the selected items.
- 4.2 Prior to the beginning of the ordering process, the supplier must point out to the customer whether the prices include or exclude VAT and other price elements as well as whether additional shipping costs will apply.
- 4.3 Details of shipping costs must contain the delivery and shipping costs for all countries that are supplied by the supplier, or the details for the calculation of these costs, so that the customers themselves can easily calculate the amount.
- 4.4 Prior to the beginning of the ordering process, the supplier must provide information about any cash on delivery charges or other additional expenses (e.g. charges related to the payment method), which have to be paid to the supplier or to third parties (e.g. collection charges for cash on delivery).
- 4.5 During the ordering process (e.g. in a shopping cart system), the supplier must explicitly specify all shipping and additional costs or noticeably refer to an appropriate source of such information. This information must be shown before order confirmation.
- 4.6 The supplier must provide its customers with general information about customs duties, if applicable.
- 4.7 The supplier must clearly point out any additional connectivity costs (including premium rate telephone charges), which exceed the usual basic rates that the customer would normally expect as well as provide a warning about potentially higher costs for calls from mobile networks.
- 5. Delivery information, availability and customer service**
- 5.1 The supplier must inform its consumers about any regional delivery restrictions.
- 5.2 Each product web page of the online shop must specify the availability and the prospective dispatch and delivery time for the applicable product, unless this product can be delivered immediately.
- 5.3 In good time before the contract is concluded, the supplier must provide details of its arrangements applying delivery or performance of the goods and services (for example, when consumers can expect delivery of the goods or services).
- 5.4 The supplier must always respond to customer enquiries and complaints within an appropriate timeframe.
- 6. Payment**
- 6.1 Before the start of the ordering process, the supplier must inform the customer about:
- 6.1.1 the available payment methods; and

6.1.2 the payment process.

6.2 The supplier must offer the Trusted Shops guarantee to all its customers in order to give the customer the possibility of insuring all payments made.

#### 7. Right to cancel and compensation of the purchase price

7.1 The supplier must offer or refer to a right to cancel based on the applicable legal regulations and the following criteria.

7.2 The consumer must be informed about the existence of the right to cancel during the 'cooling off' period in good time prior to the conclusion of a contract.

7.3 Before concluding the order, the consumer must be informed about legally authorised exemptions to the right to cancel.

7.4 The cancellation policy must contain details about the right to cancel during the 'cooling off' period, including, in particular:

7.4.1 when the cooling off period begins;

7.4.2 the duration of the right to cancel;

7.4.3 information that no reason is required to cancel;

7.4.4 an indication that the right to cancel may be exercised in writing or in another durable medium;

7.4.5 the essential legal consequences that result from exercising the right to cancel; and

7.4.6 if applicable, information regarding who pays for the return of the goods.

7.5 The supplier may not refuse the acceptance of any return shipment with freight charges to be collected, unless the supplier has assigned the cost of return to the consumer in the website terms and conditions.

7.6 The right to cancel must not be restricted by placing onerous or unfair conditions on the consumer. In particular, any arrangements that stipulate the following for the consumer shall be considered unacceptable:

7.6.1 any provision that impose the risk of losses or damages with regard to return transportation on the consumer;

7.6.2 any stipulation that the consumer must return the goods in their original packaging;

7.6.3 the requirement for the consumer to pay any administration or penalty fees for exercising the right to cancel.

7.7 If the consumer exercises the right to cancel and returns the goods the purchase price must be refunded as soon as possible and in any event within 30 days from which notice of cancellation was given.

7.8 The supplier must offer the Trusted Shops guarantee to all its customers in order to insure all reimbursements to the customer.

#### 8. General terms and conditions

8.1 The website terms and conditions ("**Terms**") must be provided from a link on every page of the website including the home page. In addition, the Terms must be referred to by way of a link and an empty tick box located at the ordering page and structured in a technical way that requires the customer to accept the Terms before any order can be submitted.

8.2 Appropriate outlines, structure, colours and text size must be selected to ensure visibility and comprehensibility at all times.

8.3 The Terms must be easy to understand and be made available in the language of the customer to whom the offer is being made.

8.4 The consumer must be able to store and reproduce the Terms in an easy viewable format, preferably by allowing the customer to download and print electronic copies (e.g. HTML, PDF).

8.5 The Terms may not contain a clause which would encumber the consumer with the risk of loss or damage with regard to return transportation

#### 9. Conclusion of the contract

9.1 Before the placement of any order, the following information must be provided to the potential customer in a clear, comprehensible and unambiguous manner:

9.1.1 a description of the individual technical steps needed to conclude the contract (so that they are made aware of the process in which they are involved and the point of the process at which they will commit themselves);

9.1.2 confirmation as to whether or not the concluded contract will be filed by the supplier and whether it will be accessible by the customer;

9.1.3 a description of the technical means to correct the information in the order forms before submitting a binding order. The supplier must explain the possibilities for correction in the course of the ordering process; and

9.1.4 the available language(s) for contract conclusion.

#### 10. Confirmation e-mail

10.1 The supplier must immediately confirm the receipt of an order by sending an email to the customer.

10.2 The e-mail message for order receipt or order confirmation from the supplier must at least contain the following details:

10.2.1 the complete supplier identification;

10.2.2 the description of the main characteristics of goods and services;

10.2.3 the unit prices and the total price of the ordered goods or services, including taxes, shipping and delivery costs and additional expenses (if applicable);

10.2.4 the chosen payment method and any arrangements applying to payment;

10.2.5 information about when and how to exercise the right to cancel, including: (a) in the case of goods, whether the supplier requires goods to be returned by the consumer and, if so, who pays for their return; (b) in the case of services: clarification that the consumer will have no right to cancel if s/he agrees to a service starting before the end of the statutory cooling off period.

10.3 The supplier identification information and information on the right to cancel must be clearly highlighted if they are inserted in the Terms.

10.4 All further information that is required by UK laws concerning distance selling must be provided to the consumer as text (e.g. per e-mail or in paper form) before the fulfilment of the contract if this information has not been provided earlier in the order receipt or confirmation e-mail.

#### 11. General

All information provided on the supplier's website must be provided in a clear, intelligible, easily accessible and unambiguous manner. The supplier must supply all material information required in order to ensure that consumers get from suppliers, in a clear and timely manner, the information they need to make informed decisions relating to goods and/or services.