



IMRG: the e-retail industry body
www.imrg.org



The ISIS (Internet **Shopping** Is Safe) Code is the online shopping industry charter setting out standards of service.

The IDIS (Internet **Delivery** Is Safe) Code is an extension of ISIS.

internet shopping is safe

where you see this sign ©:



www.imrg.org/ISIS

The associated ISIS and IDIS Marks certify good performance by e-retailers as defined by the Code.

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www.imrg.org/ISIS

1 ISIS ONLINE SHOPPER CHARTER

AS AN ONLINE SHOPPER WITH AN ISIS-ACCREDITED RETAILER, YOU HAVE THE RIGHT TO:

- Clear information before you place your order
- Notification of any limitations / conditions
- Charges that are complete and simple to understand
- Access to information on your order progress / history
- Delivery within the agreed time frame
- Your goods arriving in good condition
- Cancel an order for most goods
- A clear returns process

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2 IDIS ONLINE SHOPPER DELIVERY CHARTER

IN ADDITION TO THE ISIS RIGHTS, ABOVE, AS AN ONLINE SHOPPER WITH AN IDIS-ACCREDITED RETAILER, YOU HAVE THE RIGHT TO:

- Convenient and reliable delivery service
- Helpful support with any problems that arise

ISIS-accreditation cannot, of course, guarantee that an e-retailer's service will be problem-free, however, it minimises the likelihood of problems occurring and, in the rare event that things do go wrong, the ISIS team will be standing by to help resolve issues, quickly and efficiently.

3 LOOKING OUT FOR ISIS AND IDIS LOGOS

If an online ISIS or IDIS logo does not link through to the retailer's accreditation certificate, please report the website to ISIS, as the logo is being misused.

When you click on an ISIS or IDIS logo displayed on a retailer's website it must always link through to an accreditation certificate for that particular organisation. If an online ISIS logo does not link through, please report the website to ISIS (email: isis@imrg.org or phone +44 (0) 7000 46 46 74), as the logo is being misused.



The ISIS and IDIS logos certify good performance by e-retailers as defined by the ISIS Code and the IDIS Code. **The ISIS and IDIS Marks may only be displayed by ISIS-accredited merchants.**

European consumers are well protected by law: the primary roles of the ISIS Trust scheme are to ensure that ISIS-accredited merchants comply with their legal obligations and the ISIS Code of Practice, and to be there to support consumers if things go wrong.

ISIS-accredited merchants are required to:

- comply with the law and the ISIS Code;
- have their website and service reviewed and monitored by ISIS;
- have their Business, VAT and Data Protection registrations checked by ISIS;
- agree to remove the ISIS Mark if ISIS believes there has been a severe or continued breach of compliance with the Code or the ISIS Mark standard.

IDIS-accredited merchants must be ISIS-accredited and are additionally required to:

- provide effective, user-friendly delivery services and support.

4 ISIS KEY INFORMATION

The ISIS (Internet Shopping Is Safe) Code of Practice (the "Code") is the online shopping industry charter, setting out standards of service.

The IDIS (Internet Delivery Is Safe) Code is an extension of ISIS.

The ISIS Code requires that:

- All e-commerce services should be legal, decent, honest, truthful and fair.
- All e-commerce services should be operated with a sense of responsibility to consumers and to society.
- No retailer should bring e-commerce or ISIS into disrepute.
- The Code is applied in the spirit as well as in the letter.

The IDIS Code additionally requires that:

- IDIS-accredited merchants should ensure to their best ability that their delivery services are convenient and reliable, and that they provide clear and timely delivery information, and helpful support if problems arise.

Limitations:

ISIS-accreditation does not guarantee that an e-retailer's service will be problem-free. Auction services, gaming and gambling are outside the ISIS remit. Where cross-border issues arise, we will do our best to help within the ISIS network. ISIS may change its Code at any time in light of changing industry concerns or legislation.

European consumers are well protected by law: the primary roles of the ISIS Trust Scheme are to ensure that ISIS-accredited merchants comply with their legal obligations and the ISIS Code of Practice, and to be there to support consumers and retailers if issues are raised, engaging the relevant authorities when necessary. ISIS accepts no liability for any loss or damage arising out of action or inaction by any ISIS-accredited organization.

Commencement:

This Code changes over time to adopt new legislation and 'best practice'. This edition of the ISIS Code of Practice for Electronic Commerce (Version 8.0) came into force on 1st March 2008. The first edition (Version 1.0) came into force on 14 October 1997. IDIS was introduced on 28 June 2005.

Administration and Jurisdiction

ISIS is run by the industry body for e-retail, IMRG, which was established in 1990 and is based in London, England: www.imrg.org. Being UK-based, IMRG is governed by the law of England and Wales. ISIS-accredited retailers are governed by the law of the territory in which they are based. Consumers shopping online from another country may have rights of redress based on the law of their own territory.

Contact:

To contact ISIS visit www.imrg.org/isis, phone +44 (0)7000 46 46 74 or e-mail isis@imrg.org

Complaints:

If a consumer has a problem with an ISIS-accredited retailer, they should always try to contact the company first, as provision of an easy-to-use customer service and issue resolution process is a requirement of their participation in the ISIS trust scheme.

If the consumer has not been able to reach a satisfactory outcome with the ISIS-accredited retailer directly, they can raise the matter with ISIS by emailing the management team at isis@imrg.org and telling us:

- the retailer's name and website address;
- your name (and the customer's name, if different);
- the order reference number and date;
- a summary of the issue;
- your email address and phone number.

Dispute resolution:

In the event that a dispute is not resolved by ISIS to the consumer's satisfaction, they are advised to seek further advice from Trading Standards (www.tradingstandards.gov.uk) for UK complaints, or (www.econsumer.gov) for cross-border complaints.

5 INTRODUCTION

Electronic commerce (e-commerce) via the internet, interactive TV and other interactive devices, is growing rapidly. Millions of consumers' positive experiences over several years have stimulated wide consumer take-up, but some can still be inhibited by perceived risks and occasional genuine problems experienced by both consumers and merchants. IMRG is committed to providing the meaningful and workable standards that e-commerce merchants and their customers need. IMRG achieves this through its unique constitution and its integrated approach to stakeholder protection as part of a transparent and predictable legal and self-regulatory framework for e-commerce.

The ISIS Code of Practice© (formerly the IMRG Code of Practice© - the "Code") and its Mark were introduced in 1997. The Code focuses on business-to-consumer transactions. It provides a benchmark for consumer service, which merchants should apply, and against which consumers can comment or criticise. This is highly valuable as it provides a documented and enforceable mechanism of achieving business efficiency, price visibility, service commitment and consumer education / information.

The standards set by the Code encompass the interactive retailing experience as a complete chain of events. The sole aim of this is to facilitate trust in electronic retailing (e-retailing).

The ISIS Mark is a 'collective mark' (e.g. Champagne is a 'collective mark') that distinguishes the goods and services associated with the ISIS Mark as matching the standards set, collectively, by the association of ISIS Members. The ISIS Mark can be displayed with any appropriate e-retail product or service, not just online shopping services, so allowing it to benefit from the reputation for reliability, security and trustworthiness built up over many years by the ISIS brand.

ISIS works closely with Trading Standards, and in 2005 / 2006 contributed to its creation of a set of Model Terms to help retailers comply with consumer protection laws (available here: www.imrg.org/ISIS).

The Code is the benchmark used by ISIS to facilitate self-regulation of the e-retail market. ISIS reserves the right to measure the service of any e-retailer against the Code, not just those who voluntarily comply with it, and to take appropriate action in order to protect the industry.

The reference criteria of the Code are factual, not subjective. Regular, as well as random spot checks of services displaying the ISIS Mark are undertaken. Any problems encountered are reported, in total confidence, to the merchant concerned, who is given a time frame for their resolution. Breaches of compliance or any activity that may bring the industry into disrepute may result in entitlement to display the ISIS Mark being withdrawn, the details being published, and the issue to be notified to appropriate authorities for final resolution. Decisions regarding merchants' compliance with the Code are made by the ISIS Management Team under the auspices of the IMRG Senate, and these are final and binding.

Merchants who formally confirm that they will comply with the Code and who successfully complete the ISIS application process (para 10.3 and www.imrg.org/ISIS refer) are entitled to display the ISIS Mark on their accredited website / service and promotional collateral.

The IDIS (Internet Delivery Is Safe) fulfilment development programme was established in 2005 to address the issue of home delivery. Delivery is expected to be the cause of half of the eight million internet shopping complaint calls currently being made each year in the UK.

The rapid growth of internet shopping is setting daunting tasks for the home delivery industry. More than a billion deliveries will be made in the UK in 2008 as a result of online shopping, and this volume is set to double again within a few years. For ever-increasing demand to be met efficiently, the delivery industry is having to make structural changes to improve the experiences of each of the primary stakeholders - RETAILERS, PARCEL CARRIERS and CONSUMERS. IDIS is supporting these changes through a series of initiatives that are designed to inform, focus and support all stakeholders in achieving ever-higher standards.

Looking forward, ISIS aims to continue to facilitate progress towards good practice models that will enable the online shopping industry to realise its full potential. For example, there is growing interest in the potential of internet shopping to be 'green' (i.e. environmentally friendly) by making the specification, production, sourcing and distribution of goods more efficient; ISIS is closely monitoring this promising area, with a view to embracing 'greenness' as a core tenet of its Code.

6 SUMMARY

The ISIS Code is designed primarily to protect the public and to support merchants. It covers the nature and administration of e-commerce via the internet, interactive TV and other interactive devices, including mobile devices, kiosks, touch screens, screen phones and in-flight services. As well as transactional services, it applies to information, promotion, entertainment and educational services when they relate or are linked to consumer e-retailing services.

6.1 CRITERIA

- a) Compliance is assessed according to the e-commerce service's likely impact when taken as a whole and in context.
- b) The Code does not have the force of law. The general law operates alongside the Code; the Courts may also make rulings against matters covered by the Code. Laws that apply to other forms of shopping also apply to online shopping. Consumers shopping online from another country may have rights of redress based on their own local law.
- c) The Code is primarily concerned with business-to-consumer e-commerce services and not with terms of business, products themselves, other contractual matters, or auctions.
- d) The ISIS Management Team may decide that it is not qualified to judge e-commerce services in languages other than English.
- e) ISIS will judge e-commerce services with an even hand, praising or critiquing in an industry forum. It is not the role of ISIS to be the final arbiter, other than on matters of interpretation of the Code.
- f) The judgement of the ISIS Management Team on interpretation of the Code is final and binding.

6.2 PRINCIPLES

- a) All e-commerce services should be legal, decent, honest, truthful and fair.
- b) All e-commerce services should be operated with a sense of responsibility to consumers and to society; they should be conducted equitably, promptly and efficiently; they should be seen to deal fairly and honourably with consumers and they should be easy to use. Merchants should avoid causing unnecessary disappointment.
- c) All e-commerce services should respect the principles of fair competition generally accepted in business.
- d) No merchant should bring e-commerce or ISIS into disrepute.
- e) Any unreasonable delay in responding to the ISIS Management Team's inquiries may be considered a breach of the Code.
- f) ISIS will, on request, treat in confidence any private or confidential material supplied unless the Courts or officials acting within their statutory powers compel its disclosure.
- g) The Code is applied in the spirit as well as in the letter.

7 THE ISIS CODE OF PRACTICE

7.1 PRODUCT AVAILABILITY, DESCRIPTION AND PRICE

- a) The ISIS-accredited merchant (the "merchant") will only promote products that are available for sale. The merchant will not give any misleading price indication. Any limits to product availability will be stated. In the event that stock may run out, the merchant will arrange for its timely removal from display. It is acceptable to display unavailable products when the merchant considers it in their customers' interests to do so, for example, to maintain consistency with the merchant's other catalogues (e.g. in print), in which case the products in question should be clearly marked as unavailable. Under these circumstances the merchant should also endeavour to make it difficult for the customer to order these unavailable products by mistake.
- b) The merchant will provide a fair and adequate description / illustration of the product, sufficient to enable the customer to gain a reasonable understanding of the product and to make an informed buying decision before placing an order.
- c) Products displayed and offered for sale will be fit for their stated purpose, or where the purpose is not stated, for the purpose for which they might reasonably be used.
- d) In the event that the merchant is fulfilling an order from outside their own territory, the merchant will endeavour to meet the reasonable expectations of the customer in terms of levels of consumer protection, and should note that information giving provisions may be different in other jurisdictions. The customer will be afforded at least the same level of consumer protection as is available under consumer protection legislation in the merchant's own territory.
- e) If the merchant provides information in more than one language, they should either be able to respond to queries and complaints in those languages, or clearly state prior to purchase that they cannot.

7.2 COMMUNICATION, NOTIFICATION, TERMS, CANCELLATION, WARRANTY, TIMING, SITE PERFORMANCE AND DISASTER RECOVERY

- a) The website will state the name and address of who it is owned and operated by. The geographic address at which the business is established will be given (a PO Box address is not sufficient): if a limited company, the full corporate name will be stated; if a sole trader or partnership, the name(s) of the proprietor(s) will be stated. If the merchant has VAT and company registration numbers, these will be given.
- b) The merchant should provide consumers with clear information on website security and on how they handle consumer transactions and protect consumer information. The merchant will notify the customer in advance of an order being placed how communication will be facilitated (e-mail and / or telephone facilities will be the minimum), its timeliness (how quickly responses will be made), how to correct input errors, the availability of services (e.g. office hours, public holidays) and provide all requisite contractual information in a designated language(s). The merchant should advise customers to print out, save or otherwise record relevant information about the transaction.
- c) The merchant will disclose and make easily available before, during and after the transaction its terms and conditions for electronic transactions, the consumer's right of withdrawal and how to exercise this right. Unless the law permits otherwise, the merchant must tell customers in writing that they have a 'cooling off' period during which they have the right to cancel - in the UK, this cooling off period is 7 working days after the day on which the goods have been received; however, across the EU Member States this period varies, and may be 7, 8, 10, 14 or 15 days. If the merchant does not tell the customer of their right to cancel, the cooling off period becomes three months or more. When a consumer cancels, the merchant must reimburse them the cost of the goods / service plus any delivery charges within 30 days of the date of cancellation. The merchant may only charge the customer for the cost of returning the goods if this was stated in the terms and conditions at the time of sale.
- d) Clear guidelines will be given as to the terms of guarantees, e.g. will a product be replaced if faulty, or will it be sent to a service agent? After a transaction, the specific applicable terms and conditions that applied at the time the contract was formed must remain available to the customer in a form that can be stored and reproduced. If the merchant has a returns and refunds policy that offers consumers more rights than they have under the law or this Code, they must also state that these rights will not affect the consumer's statutory rights.
- e) The merchant will ensure that a clear, easy to use and effective recovery procedure is in place to enable a customer to obtain service, or return goods, or file a warranty claim, or escalate a grievance. If goods are faulty, or not reasonably fit for purpose, or of unsatisfactory quality, the merchant must offer the consumer a remedy (i.e. a replacement, a repair, or a refund). If the merchant is notified of a warranty issue within a reasonable time (usually perceived to be within 6 months of delivery), the merchant must fulfill his obligations to the customer under that recovery

procedure. If the complaint is made within a reasonable time, the merchant must not insist that the consumer seeks redress direct from the manufacturer under any guarantees or warranties. Any errors in bills, receipts or payments must be corrected as soon as possible and in no more than 30 days of agreeing to do so. The merchant should not make any charge for complaint handling.

- f) The merchant should endeavour to ensure that their advertisements and sales promotions are considerate to the sensibilities and expectations of consumers within the territories from which the merchant is prepared to accept orders. Merchants should make best efforts to comply with whatever accepted codes of advertising practice are in use within these territories and segregate their customers accordingly.
- g) E-retailing services should be easy to use and designed to facilitate ease of navigation. As a minimum, when the customer embarks upon the ordering process, it should be clear to them what steps, or at least how many steps, are required prior to completion of the ordering process.
- h) Merchants should optimise their Service Performance Criteria. For example, the optimum web screen arrival time is <6 seconds, and >20 seconds is completely unacceptable in normal conditions.
- i) Customers' orders should be acknowledged automatically on receipt and be responded to within no more than one working day.
- j) Merchants should endeavour to ensure that their site is available for use a minimum of 99.9% of the time. Measured on a monthly basis, this equates to a maximum of 43 minutes downtime per month.
- k) Merchants should ensure their computer clocks are accurate (< 3 seconds is recommended) and that all of their communications are properly time-stamped.
- l) Merchants should have Disaster Recovery plans in place and make all relevant personnel aware of them.
- m) Merchants should ensure they have suitable commercial insurance cover for their e-commerce activities.

7.3 ACCEPTANCE OF ORDER, COSTS AND PAYMENT

- a) The merchant will put in place procedures to ensure that all orders are promptly processed.
- b) The merchant should acknowledge an order immediately via an automated process wherever possible.
- c) The merchant will supply the customer with all order details: ideally this will show the total cost including taxes, duties and carriage; or, as a minimum will indicate the likely scale of any additional charges that may be incurred and a source(s) from which the consumer can find detailed information before processing an order. If the merchant and customer are using different currencies, wherever possible, the customer will be able to see a display of the estimated cost in their local currency. The customer should not be required to calculate the total price.
- d) Acceptance of an order should not be given by the merchant before positive confirmation to proceed is received from the customer (i.e. a clear match has been made between the customer's requirements and a tangible product, and the customer has confirmed their acceptance of price and delivery details).
- e) Positive confirmation to proceed is required from the customer before a transaction is processed.
- f) All order information will be retained by the merchant for a period of not less than one year from the transaction date, and supplied to the customer on request, and will remain available during that period. If the merchant is selling to only one or a limited number of countries, this should be identified to the customer early in the ordering process, to avoid frustration.
- g) Each order will be allocated a unique identification number or code to enable tracking.
- h) The merchant will state their electronic payment or other electronic settlement practices.
- i) The merchant will take all reasonable steps to ensure that the customer is legally entitled to purchase the goods on offer.
- j) If an ordered item is out of stock, the merchant should give the customer the option to cancel the order with a full refund, in a timely manner and before confirming the contract.

7.4 DELIVERY AND RETURNS

- a) The merchant will notify the consumer prior to purchase, the method of fulfilment and the delivery date and / or delivery time window. All shipping information will be retained by the merchant for a period of not less than one year from the transaction date, and supplied to the customer on request, and remain available during that period.
- b) The merchant will deal promptly with proper returns or replacements of product. Customers will be informed of their rights to refunds and / or replacements prior to purchase.
- c) Merchants should make best efforts to meet the reasonable expectations of their customers when determining delivery times, and fulfil orders within 7 days unless customers have consented to a different arrangement or are given an opportunity to recover any money paid. Merchants should, to their best ability, keep customers reasonably informed of any failure to meet an expected delivery time.

- d) Subject to the defined service levels (paras 7.2.b and 7.4.b refer) the merchant should ensure that any agreed replacement or refund is actioned without delay. The full cost of replacing damaged or faulty goods should fall on the merchant.
- e) In the event of non-delivery it will fall to the merchant to prove receipt of goods by the consumer, therefore procedures should be in place to ensure product tracking exists to the final destination. Failing to prove delivery will place responsibility on the merchant to provide a replacement free-of-charge. The consumer cannot be made responsible for communicating with the carrier company about failed deliveries.
- f) Merchants should be aware of the various consumer protection provisions that apply to their supply of goods and services. Merchants should specifically be aware of the EU Distance Selling Regulations and, where applicable, allow no-fault return of most types of goods within the appropriate 'cooling off' period (para 7.2.c refers). Further guidance is available from: www.dti.gov.uk/consumers/buying-selling/distance-selling/index.html

7.5 CONSUMER INFORMATION - COLLECTION AND USE

- a) The merchant must take the confidentiality of personal data seriously. Merchants, and others responsible for administering e-commerce services must ensure that the way they compile and use personal information about consumers conforms to the EU data protection legislation (see http://ec.europa.eu/justice_home/fsj/privacy/index_en.htm and www.ico.gov.uk).
- b) Appropriate security measures must be used to protect customers' private information, order details, credit card numbers and banking information, both during transmission and in storage. Further information is available from the Information Commissioner's Office (see www.ico.gov.uk) and the UK trade association for payments, APACS (see www.apacs.org.uk). Particular attention should be paid to the Payments Card Industry Data Security Standard (PCIDSS) which could affect the merchant's ability to take card payments. The merchant must ensure that personal data are accurate and up to date, and are only held for as long as needed and for the purpose it was collected. In particular, the law relating to obtaining such information from minors (i.e. a person under 18 years of age) should be strictly adhered to - no information about a child under 12 years of age may be collected without the consent of his / her parent or guardian, and no information about a child under the age of 14 may be disclosed to anyone else without the consent of their parent or guardian.
- c) Merchants are strongly encouraged to pursue a policy of non-disclosure with regard to the personal, assignable information of their customers and publish their Privacy Policy. If the merchant proposes to provide personal information about a customer to third parties, ISIS recommends that the customer should be given the option to opt-in as opposed to the option to opt-out (although 'opt-out' may be acceptable). The customer would therefore specifically consent to the inclusion of their information in such a provision. The merchant must ensure at all times that their practice regarding the use of personal information be transparent to the customer (i.e. the consumer should be told what data is being collected, how, by whom, and what for).
- d) It is acceptable, subject to compliance with the applicable data protection legislation, for the merchant to capture, exchange and store aggregated data on customers' use and preferences in respect of the merchant's e-commerce services (i.e. place "Cookies") without the customer's prior permission. However, merchants should provide information relating to their use of cookies on their websites. This includes the storage of data specific to an individual's use on the customer's own computer. It is also acceptable for third party organisations and the merchant's agents, in association with the merchant, to capture aggregated data from the merchant's customers in a similar manner, provided that the purpose for such data collection remains the pursuit of better and more relevant customer service. Any information stored in this manner on the customer's computer will only be accessible on future visits by the customer. The merchant will gain the customer's permission before embarking on any more elaborate software or data installation on the customer's computer and every reasonable precaution will be taken to protect the customer's computer from viruses.

7.6 ACCESSIBILITY

There are more than 10 million disabled people in the UK with a combined spending power of £80 billion per annum (source: Disability Rights Commission). Since 1999, the Disability Discrimination Act (DDA) 1995 has placed a legal duty on service providers to make reasonable adjustments to ensure that disabled people are able to access services, including services provided via the web.

- a) **Publicly Available Specification 78:** Guide to Good Practice in Commissioning Accessible Websites (PAS 78) provides guidance on ensuring that websites are usable by disabled people. PAS 78 is available free of charge from www.drc-gb.org/pas

- b) **Accessibility + Inclusivity + User Preferences + DDA:** To meet communication needs and personal preferences and DDA 1995 / 2005 requirements for 'Reasonable Adjustments'; including literacy, language, learning and performance difficulties, e.g. eyesight, dyslexia, age-related needs, IMRG recommends the Top 10 Practices in the '**Great Communication Guide**'. This is part of the Well Adjusted Campaign - you can download the PDF and / or MP3 sound files here: www.welladjusted.org.uk . The Great Communication Guide was created and is endorsed by leading associations of the 2080 partners initiative, of which IMRG is one: Institute of Chartered Secretaries and Administrators (ICSA); British Dyslexia Association (BDA); Professional Association of Teachers of Students with Specific Learning Difficulties (PATOSS), Royal National Institute for the Deaf (RNID), Royal London Society for the Blind (RLSB), Disability Rights Commission (DRC). See www.2080partners.com'.

7.7 PUBLIC INTEREST

In the event of a dispute, merchants must be able to demonstrate that they have complied with the Code by submitting documentary evidence without delay when required to do so by ISIS. The adequacy of evidence will be judged on whether it supports the detailed claims, on the way in which electronic transactions are administered and on the overall impression created by the e-commerce service.

7.8 LEGALITY

- a) Merchants have primary responsibility for ensuring that what they do is legal. E-commerce services should contain nothing that breaks the law or incites anyone to break it, and should omit nothing that the law requires. Information about EU legal requirements is available at the EU website, Europa: <http://europa.eu/> . Information about UK legal requirements is available from the Department for Business, Enterprise and Regulatory Reform (formerly the DTI) website: www.berr.gov.uk/, or your local trading standards service: www.tradingstandards.gov.uk .
- b) Merchants will respect the Intellectual Property Rights of creators and providers of copyrighted materials, information and other intellectual works.

7.9 HONESTY

Merchants should not abuse consumers' trust or exploit their lack of knowledge or experience.

7.10 TRUTHFULNESS

No e-commerce service should mislead by inaccuracy, ambiguity, exaggeration, omission or otherwise.

7.11 SUITABILITY

- a) Merchants should make every effort to ensure that unsuitable or inappropriate material does not reach consumers. Warnings will be given regarding material that may be unsuitable or inappropriate for children or other consumers. E-commerce services should not cause offence.
- b) Where applicable, geographical or personal restrictions should be stated, including whether permission is needed from an adult or any other factor likely to influence consumers' decisions or understanding about the offer.
- c) Caveats such as 'subject to availability' do not relieve merchants of the obligation to take all reasonable steps to avoid disappointing consumers.

7.12 ADMINISTRATION

E-commerce services should be conducted under management supervision and resources should be made available to ensure their efficient administration at all times. High standards of customer service and minimal cause for complaints should be the rudiments of e-retailing for both suppliers and intermediaries.

8 ISIS AFFILIATE MARKETING MEMBERSHIP

8.1 WHAT IS AN AFFILIATE?

An Affiliate is a website that promotes products and services for merchants. The Affiliate receives payments, either directly from the merchant or via a third party affiliate solution provider, for promoting the merchant and directing web users to the merchant's website. The Affiliate may either be paid on the basis of directing web users to the merchant's website (pay per click, cost per impression or cost per lead) or when the web user makes a purchase from the merchant (cost per acquisition or CPA).

8.2 ISIS AFFILIATE CODE OF CONDUCT

In addition to complying with the ISIS Code of Practice, Affiliate Marketing Members (AMM):

- a) Will ensure that the links and programs promoted on their site are appropriate to the content of the website;
- b) Will not promote race hate, homophobia, pornography or anything else that may offend;
- c) Will comply with the Terms and Conditions of any affiliate program that they are engaged with as laid down by the Networks, Retailers and any other party that they are promoting through an affiliate agreement;
- d) Will ensure that any subcontracted third party or third party's agent(s) that promote websites and / or product offerings on the AMM's behalf comply with all of the principle cooperating stakeholders' relevant Terms and Conditions;
- e) Will not use Spyware technologies in their marketing program;
- f) Will respect any Trade Mark provision registered as such;
- g) Will not contract to promote one retailer and then redirect traffic to their competitor(s);
- h) Will not use technologies or artificial traffic* to set, overwrite or modify any third party's cookies;
- i) Will not by action, implication, promotion or omission misrepresent their relationship with a merchant;
- j) Will keep confidential all of the principle cooperating stakeholders' sensitive information to which it may become privy;
- k) Will adhere to the data protection laws and anti-spam laws that govern the use of opt-in and third party opt-in email harvesting.

ISIS reserves the right to add or amend the ISIS Code of Conduct and Terms and Conditions of ISIS Affiliate Marketing Member accreditation.

*"Artificial Traffic" is a collective term for invalid Clicks, Leads and Transactions, which may originate (for example and without limitation) from: automatic openings, spiders, robots, requests in e-mail or chat rooms; script generators; placing links on websites other than those informed; Clicks which are not generated by a browser; Clicks which are not preceded by an active act of a Visitor who wants to reach a particular website.

9 IDIS DELIVERY ACCREDITATION

IDIS is an extension of ISIS that focuses on delivery. Voluntary IDIS accreditation is exclusive to ISIS-accredited retailers, transporters and facilitators at no additional cost.

IDIS-accredited organisations are expected to provide their customers with positive delivery experiences, and to have effective recovery procedures in place to deal with any problems that may arise.

At the heart of the IDIS programme is a DELIVERY CHARTER that looks to identify, negotiate and document key success factors, responsibilities and consequent activities in the delivery cycle. For the CONSUMER, the charter provides a clear understanding of their rights and responsibilities in ensuring that the RETAILER and TRANSPORTER effectively manage the processes of order and delivery.

9.1 HOW IDIS-ACCREDITATION HELPS RETAILERS

The delivery experience is key to the success of online shopping, however, some internet retailers' services are far better than others. The best give shoppers detailed information and greater choice about how and when they receive their orders. The IDIS logo enables shoppers to easily identify retailers who are investing in appropriate and reliable home delivery services and provide clear delivery information. IDIS helps retailers to differentiate themselves from competitors, and gain significant bottom line benefits through increased efficiency, higher volumes and lower customer churn rates.

9.2 HOW IDIS-ACCREDITATION WORKS

IDIS operates under the ISIS Scheme Rules. Use / misuse is managed by the ISIS Management Team, using the standard ISIS procedures (see www.imrg.org/ISIS).



Internet shopping delivery is safe where you see this sign:

As an online shopper with an IDIS-accredited retailer, you have the right to:

1. Clear delivery information before you place your order
2. Convenient and reliable delivery service
3. Notification of any delivery limitations / conditions
4. Charges that are complete and simple to understand
5. Access to information on your order progress / history
6. Delivery within the agreed time frame
7. Helpful support with failed / late / attempted deliveries
8. Your goods arriving in good condition
9. A clear returns process, with any limitations / conditions notified prior to purchase



IDIS is a sub set and extension of the ISIS Code of Practice for e-Commerce:

The following bilateral IDIS Charter sets out mutually dependent principles that Retailers and Transporter should both aspire to.

The IDIS Charter aims to establish a common understanding within and between the stakeholders of the interconnected nature of the delivery cycle. This will normalize the trading environment and provide a known baseline against which all players can be assessed. It does not in itself impose new processes or commitments on any of the stakeholders.

	IDIS RETAILER CHARTER	IDIS TRANSPORTER CHARTER	EXAMPLE GOOD PRACTICE INDICATORS
	COMMON TO BOTH RETAILERS & TRANSPORTERS		
1. PARTNERSHIP CULTURE	Recognise that delivery is a key component of e-retail success and work in a spirit of partnership towards common and agreed objectives with those on whom success is reliant		Common objectives should include: <ul style="list-style-type: none"> ▪ Joint working on service enhancements ▪ Agreed service 'statements' on retailer's web site ▪ Retailer access to transporter information systems ▪ Report IDIS-accredited KPIs
2. USE SUITABLE TRANSPORTER(S) TO FULFIL THE DELIVERY PROMISE	Employ suitable transporter(s) and co-supplier(s) to fulfil the delivery promise, consistent with the needs of the product and the customer, and accurately reflect the service(s) offered	Transporters should clearly state what type of traffic is relevant to their core competencies, and acknowledge any less appropriate traffic for them	Retailers should: <ul style="list-style-type: none"> ▪ Use suitable transporters ▪ Use appropriate management systems ▪ Not overstate the delivery promise Transporters should: <ul style="list-style-type: none"> ▪ Provide a positive doorstep experience ▪ Be proactive in monitoring the retailer's delivery promise and advising where this is incorrect or inconsistent ▪ Report performance information to partners in line with IDIS-accredited KPIs
3. DATA COLLECTION	Data collection should ensure the ability to capture relevant, real time, 'service necessary' information from a number of entry points and to hold this data confidentially		Data capture should include: <ul style="list-style-type: none"> ▪ Delivery details ▪ Contact details ▪ Service performance ▪ Contingency action
4. COMMUNICATIONS	Communications should be timely, accurate and easily accessible by the recipient and should incorporate available retailer, transporter and consumer generated data necessary to facilitate successful delivery		Communications should: <ul style="list-style-type: none"> ▪ Be proactive ▪ Deliver relevant timely information ▪ Be accessible by multiple channels ▪ Have agreed ownership

	IDIS RETAILER CHARTER	IDIS TRANSPORTER CHARTER	EXAMPLE GOOD PRACTICE INDICATORS
	COMMON TO BOTH RETAILERS & TRANSPORTERS		
5. MEET COMMITMENTS	Agree, understand and regularly review stated commitments between the retailer and the transporter and share information to demonstrate their achievement		Commitments between partners should cover: <ul style="list-style-type: none"> ▪ Agreed reporting format ▪ Agreed reporting frequency ▪ Agreed reporting content ▪ Publication of consumers' responsibilities ▪ Report IDIS-accredited KPIs
6. RECOVERY (from failed delivery or collection)	Demonstrate clarity in explaining the contingency and recovery actions and in communicating performance of these when circumstances require. Measure and report clearly and accurately		Recovery should include: <ul style="list-style-type: none"> ▪ Consumer specified alternate delivery / collection points ▪ Multi channel information ▪ Return receipt confirmation
7. CUSTOMER SATISFACTION	Monitor customer satisfaction and publicise proposed actions and actual performance achievements		Customer satisfaction should require: <ul style="list-style-type: none"> ▪ Clear and appropriate delivery options ▪ Publicised performance tables ▪ Consumer feedback mechanism and action ▪ Performance improvement planning based on IDIS-accredited KPIs
8. ADDRESSING AND LABELLING	Ensure that addresses are viable, accurate, well displayed and can carry consumer information where appropriate	Ensure that delivery instructions are followed within the agreed service specification	Addresses should: <ul style="list-style-type: none"> ▪ Be clearly and consistently positioned ▪ Be PAF accurate ▪ Be 6 line / faced left format ▪ Allow for additional delivery information
9. PRESENTATION	Ensure that 'delivery' is incorporated as part of the overall service offering and is both clear, understandable and clearly accessible	Ensure where a Transporter / Consumer interface is provided, that appropriate, timely and relevant information is provided	Sales channels should: <ul style="list-style-type: none"> ▪ Promote delivery ▪ Explain delivery and returns ▪ Explain the consumer's responsibility ▪ Provide relevant information

9.3 IDIS-DELIVERY MANAGER

'IDIS Delivery Manager by MetaPack' (IDIS DM) is a low-cost, on-demand multi-carrier delivery management solution that IMRG commissioned for its IDIS-accredited retailers. IDIS DM enables e-retailers of all sizes to offer their customers a variety of delivery options from multiple carriers and services by giving them a simple, automated tool-set with which to select, price, present and manage a range of delivery options. IDIS DM also handles the back-end operations, out-bound communications and status reporting, freeing the retailer to focus on running their online shop. IMRG aims to make all significant delivery services that exist or may emerge available on IDIS DM as soon as possible. There is a £100+VAT one-time set-up fee, and a pay-as-you-go charge that is directly related to the number of parcels despatched. Retailers can demo the system and apply for a trial at: <http://www.metapack.com/asp/home/aspindex.html>

10 THE ISIS MARK AND HOW TO APPLY FOR IT



10.1 WHAT IS THE ISIS MARK?

The ISIS Mark is a collective Mark owned by an association of members. It is a Mark which distinguishes the goods and services of the members of the association from those of other undertakings. Accordingly, membership of ISIS entitles members to use the ISIS Mark.

10.2 WHAT ARE THE BENEFITS OF THE USE OF THE MARK?

Use of the ISIS Mark confirms the retailer's identity and indicates to those with whom they are conducting business that they are using ISIS's standards. The ISIS Mark has built up a great reputation over many years and as a result, ISIS-accredited merchants benefit from the reputation for reliability, security and trustworthiness engendered by the ISIS Mark. Customers purchasing goods and services branded under the ISIS Mark can do so with confidence, knowing that they do so from ISIS-accredited merchants.

To be entitled to use the ISIS Mark it is necessary to comply with the application process set out in section 10.4, below.

Merchants using the ISIS Mark must do so in accordance with the Collective ISIS Mark Guidelines set out in this document and subject to the attached conditions.

10.3 CONDITIONS FOR DISPLAYING THE ISIS MARK

Merchants displaying the ISIS Mark are required to:

1. Confirm that they currently comply with, and will continue to operate in compliance with the Code. The ISIS Management Team, whose decisions will be final and binding, will interpret compliance;
2. Successfully complete the ISIS Mark Application Process and Review;
3. Permit ISIS to conduct subsequent examinations at such times as ISIS may deem appropriate. (In the event that such examinations include the purchase of sample goods, the merchant will accept returns and refund ISIS in full);
4. Be a paid up ISIS Member (the standard ISIS registration fee is currently £125+VAT per annum - see www.imrg.org/ISIS);
5. Agree to notify ISIS of any material change that may affect its entitlement to use the ISIS Mark;
6. Permit ISIS to unilaterally remove use of the ISIS Mark if ISIS believes that the merchant is, or has been in breach of the Code, or the ISIS Mark Application standard;
7. Permit ISIS to publish details of a severe or continued breach of compliance, which, after being reported to the merchant concerned, was not resolved within the specific timeframe given.

10.4 THE ISIS MARK APPLICATION PROCESS

ISIS Mark application is made by completing the online form here: www.imrg.org/ISIS

ISIS will research general corporate details and confirm the names, positions and contact details of those taking responsibility. Details to be acquired or confirmed include:

- Company name, web and physical addresses, business registration, VAT registration, Data Protection registration, responsible executive and their personal contact details;
- Any caveats or exceptions to be accommodated due to the Company's specific circumstances and which do not diminish consumers' rights or protection.

Compliance with the above will result in the organisation being entitled to display the ISIS Mark in the prescribed manner.

An email is sent by ISIS to the approved merchant with instructions on how to download the ISIS logo and arrange for it to link through to their own, unique verification web page.

11 THE IDIS MARK AND HOW TO APPLY FOR IT



The IDIS Mark enables shoppers to easily identify retailers, transporters and facilitators who are making best efforts to provide appropriate and reliable home delivery services, together with clear delivery information and helpful support with any issues that may arise.

11.1 CONDITIONS FOR DISPLAYING THE IDIS MARK

Organisations wishing to support IDIS and benefit from the significant publicity that the scheme attracts are required to:

1. Be ISIS-accredited (para 10.3 refers);
2. Comply with the principles of the IDIS Charter;
3. Display the IDIS logo on their site wherever they consider most appropriate, with the logo linking back to their ISIS accreditation, using the same link as used with their ISIS logo.

11.2 THE IDIS MARK APPLICATION PROCESS

IDIS Mark application is made by contacting the ISIS management team by email or telephone: isis@imrg.org / +44 (0) 7000 46 46 74. Further details are available here: www.imrg.org/IDIS

Compliance with the prevailing scheme rules will result in the organisation being entitled to display the IDIS Mark in the prescribed manner.

An email is sent by ISIS to the approved merchant with instructions on how to download the IDIS logo and arrange for it to link through to their ISIS accreditation.

12 GLOSSARY

AFFILIATE PROGRAMME	A sales promotion scheme in which a website contracts with a network of partners (affiliates) to drive visitors to each other's sites. Sales revenues are calculated according to the traffic brought by each affiliate partner.
B2B (BUSINESS TO BUSINESS)	A business model for online trade between businesses.
B2C (BUSINESS TO CONSUMER)	A business model for online trade between organisations and individuals.
CARD-NOT-PRESENT	A type of credit card transaction that does not require the cardholder and card to be physically present. All online transactions are card-not-present transactions.
COLLECTIVE MARK	The ISIS Mark is a 'collective mark' (e.g. Champagne is a 'collective mark') that distinguishes the goods and services associated with ISIS Mark as matching the standards set, collectively, by the association of ISIS Members.
IDIS (Internet Delivery Is Safe)	IDIS is an extension of ISIS, the internet shopping trust scheme.
INTERNET	The worldwide collection of linked networks that uses the TCP/IP suite of protocols to communicate with one another. At the heart of the internet is a backbone of high speed communication lines between major nodes or host computers, consisting of thousands of commercial, government, educational, personal and other computer systems.
ISIS (Internet Shopping Is Safe)	The Internet Shopping trust scheme run by the e-retail industry body, IMRG
MERCHANT (RETAILER)	A person or enterprise that buys and sells products and services to businesses or consumers / engages in retail trade.
SPYWARE	User-installed applications that may have hidden, malicious functions. These can include launching popup ads, tracking usage, capturing keystrokes and passwords and, sending this information over the internet – all without the user's consent or knowledge. Spyware is often concealed in free software, for example in security applications.
WEBSITE	Collection of data organised in a structure that can be read by a browser, identified by a unique domain name.

13 SOURCES OF FURTHER INFORMATION

ACCESSIBILITY + INCLUSIVITY + USER PREFERENCES + DDA	To meet communication needs / personal preferences / Disability Discrimination Act (DDA 1995 / 2005) requirements (literacy, language, learning and performance difficulties, e.g. eyesight, dyslexia, age-related needs), IMRG recommends the ' Great Communication Guide ', see www.welladjusted.org.uk
ACCESSIBILITY SPECIFICATION	PAS 78 (PUBLICLY AVAILABLE SPECIFICATION 78) is a 'Guide to Good Practice in Commissioning Accessible Websites' that helps ensure websites are usable by disabled people - available free of charge here www.drc-gb.org/pas
ADVERTISING STANDARDS AUTHORITY (ASA)	ASA handle advertising complaints in the UK, see www.asa.org.uk/asa/
APACS (UK PAYMENTS ASSOCIATION)	APACS is the UK trade association for payments, see www.apacs.org.uk
CARD WATCH	Information on payment card fraud and its prevention, see www.cardwatch.org.uk/
CITIZENS ADVICE	An operating name for The National Association of Citizens Advice Bureaux (NACAB). The Citizens Advice service helps people resolve consumer issues by providing information and advice, and by influencing policymakers, see www.adviceguide.org.uk/
COMPANIES HOUSE	UK company information, see www.companieshouse.gov.uk/
CONSUMER DIRECT	The Safe Internet Shopping campaign provides information for consumers so that they can shop safely online, see www.consumerdirect.gov.uk
DISTANCE SELLING REGULATIONS (DSR)	For a guide to the Distance Selling Regulations, see www.dti.gov.uk/consumers/buying-selling/distance-selling/index.html
DEPARTMENT FOR BUSINESS, ENTERPRISE & REGULATORY REFORM	Formerly the DTI, the Department responsible for productivity, business relations, energy, competition and consumers, see www.berr.gov.uk/
ECONSUMER.GOV	A site for cross-border consumer complaints, supported by 20 participating countries' government agencies, see www.econsumer.gov
EU CUSTOMS AND EXCISE (VAT)	EU VAT taxation overview and advice, see http://ec.europa.eu/taxation_customs/taxation/vat/how_vat_works/index_en.htm
EU DATA PROTECTION LAW	European Commission 'Freedom, Security and Justice' site: http://ec.europa.eu/justice_home/fsj/privacy/index_en.htm
EU TAX ADVICE	For advice on taxation on the EU, see http://ec.europa.eu/taxation_customs/taxation/index_en.htm
EUROPEAN COMMISSION	The portal for the European Union, see http://europa.eu/
HM REVENUE & CUSTOMS	Information on the payment of Duty and VAT on items imported into the UK, see http://customs.hmrc.gov.uk
INFORMATION COMMISSIONER	The Commissioner is responsible for UK Data Protection & Freedom of Information Acts, see www.ico.gov.uk/
INTERNET WATCH FOUNDATION	Advice for those with concerns about children seeing unsuitable material on the internet, see www.iwf.org.uk/
NET CONSUMERS	European consumer centres for cross-border shopping help, see http://ec.europa.eu/consumers/redress/ecc_network/index_en.htm
OFCOM (OFFICE OF COMMUNICATIONS)	Ofcom is the regulator for the UK communications industries, with responsibilities across television, radio, telecommunications and wireless communication services, see www.ofcom.org.uk/
OFFICE OF FAIR TRADING (OFT)	The OFT website provides a range of advice and information for consumers, see www.oft.gov.uk
SMALL BUSINESS SERVICE	Advice for businesses on the use of information and communications technology, see www.businesslink.gov.uk
TRADING STANDARDS INSTITUTE	The professional body of Trading Standards Officers in the UK. Its website has information and advice on legislation relating to consumer protection, see www.tradingstandards.gov.uk

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