

Legal Compliance for School Websites

This guidance is an overview of the factors to ensure your school's website is legally compliant.

Terms of Use

Terms of Use are an essential requirement. They set out the basis on which your website may be accessed and used. A website's terms of use should cover areas like:

- Licence to use extracts;
- Suspension of website service from time to time;
- Registration requirements and acceptable use policy (if applicable); and
- Disclaimers and liability limitations.

For English based websites the terms of use should be governed by the laws of England & Wales.

If your School has behaviour, anti-bullying or child protection policies then it is important to think about how these interact with your terms of use. You might want to consider creating an acceptable use policy which will set out how you expect website users to behave when using your website which incorporates your existing policies.

Companies Act

The Companies Act 2006 requires that all companies place the following information on websites (and in fact all electronic communications):

- Company name;
- Company registration number;
- Place of registration; and
- Registered office address.

Some schools are run as limited companies and are exempt from the obligation to use the word "limited" as part of its name, however, if a school is run as a limited company or as a community interest company which is not a public company you must disclose the fact that the school is a limited company.

Data Protection / Privacy Policy

You will collect personal data on your website through things like email links, user account information and no doubt cookies or flash objects. You must have a data protection (or privacy policy) on your website to address all the requirements of the Data Protection Act, 1998.

It is common practice to link a privacy policy into the website's terms and conditions.

Breaches of data protection law can result in criminal sanctions or liability for damages. At the very least breaches create a huge amount of negative publicity. This highlights the importance of complying with data protection law.

Terms of Sale

Some school websites offer parents the opportunity to purchase uniform or make other financial transactions. If your website allows this then you will need to have Terms of Sale which are different to your website's terms of use. You will need to consider:

- Whether the school will be selling uniform or other goods online to parents or students ordinarily resident abroad?
- Who will be responsible for paying any import fees for goods being posted abroad?
- What is the refunds policy, and who is responsible for the costs of returning the goods?

It is important that your terms of use reflect your terms of sale, which must be accepted by the buyer before the contract is concluded. Practically this is most often done by requiring buyers to click a "tick box" icon to confirm that they have read and accept the terms and conditions of the website before placing their order.

Distance Selling

The Regulations are designed to offer consumer protection and apply to websites offering goods for sale. You are required to give further information such as:

- A description of the main characteristics of the goods or services offered;
- The price of the goods or services including all taxes;
- The costs of delivery; and
- A notice that the customer can cancel the contract without cause during a 7 day cooling off period.

Full contact details which allow you to be contacted quickly, including an email address must be clear and easily accessible. Failure to provide this information prior to the conclusion of the contract extends the standard cancellation period of 7 working days by up to three months. Alternatively, persistent failure to provide it can result in the Office of Fair Trading making an application to the courts for an enforcement order to stop the website trading.

E-Commerce Directive

The E-Commerce Directive requires further information on a website in addition to the other obligations outlined above the following are relevant:

- Requiring you to list the school's geographic address (this might be different to listing the registered address above) and other contact details.
- If the school is a member of any association, membership details, including any registration number, should be provided.
- If the school has a VAT number, it should be stated.

These must be set out in a clear, comprehensive and unambiguous manner as well as being displayed at the point of the buyer reviewing purchases from the site.

If selling school uniforms or equipment online, there are additional requirements of the Directive:

- Acknowledge receipt of an order received by a customer without delay and by electronic means. It is important to differentiate between an acknowledgement of receipt to confirming that that you have the order in stock and when it will be dispatched.

- If you are not selling the items directly, but instead are acting on behalf of the seller then it is important that you make this relationship clear and that you disclaim all liability for any breach of contract or breach of statutory warranty by the seller.

Ensure that any electronic communications sent state on whose behalf the communication is being sent.

Breach of the E-Commerce Directive could lead to you facing legal action from consumers or the Office of Fair Trading and perhaps raise the interest of the Department for Education.

Photographic Copyright

The default position is that photographers own the copyright in their photographs. You will automatically own the copyright in any photographs taken by employees. For example, this means that copyright in any photographs taken by members of staff on school trips would belong to the school. Your employment contracts could extend this further by, for example providing that copyright in any photographs of school buildings or property taken at any time belongs to the school.

If you intend to use someone else's photographs it is wise to ask the photographer to transfer ownership of the copyright to you. Try to avoid shared ownership with a photographer if at all possible as this is difficult to administer and control. If this is unavoidable, our team can minimise the chances of any future confusion or dispute.

Inevitably, your school website and prospectuses will contain photographs of students. You should obtain the written consent of any student's parent or guardian to use photographs of the student on the website. Practically, this could be done by sending parents or guardians a permission slip at the beginning of each academic year. We can advise you further on the exact wording of this document.

To avoid any claim of breach of copyright, the school should only use photographs that it owns the copyright in or has permission from the copyright owner to use.

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