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Online Presence Legal Compliance for Businesses

Website claims, digital marketing, consumer law, unfair commercial practices, common law risk and advertising standards.

Updated: 16 June 2026

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Purpose

This guidance helps businesses review their online presence for legal risk before a customer, regulator or competitor does it for them.

Online Presence Legal Compliance for Businesses

Detailed legal guidance for reviewing website claims, adverts, social media, email marketing, online pricing, reviews, promotions and digital sales journeys.

Updated: 16 June 2026

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How to use this guidance

Use it as a practical risk review for business online presence. It is designed for website copy, paid ads, landing pages, pricing pages, online forms, review widgets, social media content and email campaigns. It is not a full legal audit of any individual business.

Contents

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1. Why your online presence is a legal risk

Your website, adverts, social media pages, email campaigns, online forms, offers, reviews and sales pages are not just marketing material. They can influence what customers expect, what they rely on and what they later say the business promised.

A business may face problems where online content is misleading, unclear, exaggerated, unsupported by evidence, inconsistent with the contract, or written in a way that encourages a customer to make a decision without all material information.

Key commercial principle

The strongest online presence is not one that says everything. It is one where the business can prove what it says, deliver what it promises, explain what it excludes and show that the customer was given the information needed to make an informed decision.

Main online risk points

Area	Legal risk to review
Website claims	Claims may become binding or misleading if customers rely on them.
Service descriptions	The business may be judged against what it promised online.
Pricing	Hidden, unclear or late-disclosed charges may create consumer law risk.
Reviews	Fake, selective, incentivised or manipulated reviews may be unlawful or misleading.
Guarantees	Claims such as guaranteed, risk-free, approved or certified must be accurate and limited clearly.
Social media	Informal posts can still create misleading impressions or be treated as marketing communications.
Email marketing	Consent, opt-outs, identity and data use must be handled properly.
Promotions	Giveaways, prize draws, discounts and referral schemes need clear rules and fair administration.

The issue is not only regulatory enforcement. Online content may also be used by customers, competitors, regulators, platforms, payment providers or insurers when assessing whether the business acted fairly and lawfully.

2. Consumer Rights Act 2015 - sections 49 and 50

Section 49 requires a trader supplying a service to perform that service with reasonable care and skill. This matters for any business selling services to consumers, including consultants, agencies, trades, beauty and wellness providers, training providers, online service providers and professional advisers.

Section 50 is especially important for website content and sales wording. Information said or written by the trader about the service or the trader can become binding where the consumer takes it into account before entering the contract or when making a later decision about the service.

Practical meaning

Website statements, FAQs, service pages, landing pages, email sales copy, brochures, proposals, social posts and online chat responses can matter legally if the customer relies on them.

Examples of wording that should be reviewed

Wording	Risk question
Guaranteed results	Can the business lawfully and realistically promise the outcome?
Fully compliant	What standard, law or regulator is this based on? Is there evidence?
No risk	Are there exclusions, limitations, third-party dependencies or customer responsibilities?
Best service in the UK	Is this puffery, or is it presented as an objective claim needing evidence?
Same-day service	Is it always available? Are cut-off times, areas and exceptions clear?
Approved or certified	Approved by whom, for what purpose, and is authorisation current?
We will save you money	What calculation, evidence or limitation supports this claim?
Expert legal/compliance/HR support	Does the provider have the qualifications and insurance to support the representation?

CRA 2015 checklist

- Can we prove each factual claim before publishing it?
- Would we be comfortable if this statement became part of the contract?
- Do the website, quotation, invoice, terms and email confirmations say the same thing?
- Are timescales, customer responsibilities and exclusions explained before purchase?
- Are sales staff trained not to overpromise beyond the website and terms?
- Is there a record of what the customer saw or accepted before buying?

3. DMCC Act 2024 and unfair commercial practices

The Digital Markets, Competition and Consumers Act 2024 is now central to the consumer protection framework for online trading. It strengthens the focus on unfair commercial practices and gives businesses a clear reason to review how customers are attracted, informed and converted online.

Businesses should review the complete online journey: search result, paid advert, social media post, landing page, service page, pricing page, review section, checkout, confirmation email, cancellation journey and follow-up marketing.

Online practices to review

Issue	Example
Misleading actions	Claiming that a service includes something that is not actually included.
Misleading omissions	Leaving out important limitations, extra costs, eligibility conditions or cancellation terms.
Drip pricing	Showing a low headline price and adding unavoidable charges later.
Fake reviews	Publishing, commissioning or allowing reviews that are not genuine.
Concealed incentivised reviews	Not making clear that a review was paid for, rewarded or influenced.
Selective reviews	Presenting reviews in a way that gives a misleading overall impression.
False urgency	Only 2 spaces left where that is not genuinely true.
False scarcity	Countdown timers or limited availability claims without evidence.
Unclear subscriptions	Failing to explain renewal, cancellation, minimum term or recurring charges clearly.

Practical warning

A conversion tactic that increases sales can still create legal risk if it relies on pressure, hidden information, artificial scarcity, unclear pricing or a misleading overall impression.

Material information that should usually be clear before purchase

- The identity of the trader and how the customer can contact the business.
- The main characteristics of the product or service.
- The total price, or how the price will be calculated where it cannot be calculated in advance.
- Any unavoidable fees, delivery charges, call-out fees, platform fees or administrative charges.
- Cancellation rights, refund limitations, minimum terms and renewal arrangements.
- Material restrictions such as location, availability, eligibility, age, qualifications or technical requirements.

4. Common law torts, reliance and duty of care

Online content can create legal risk outside consumer legislation. Where a business gives information, guidance, recommendations, assessments or professional statements, customers may rely on that material when making financial, health, property, employment, operational or personal decisions.

Depending on the facts, risk may arise through negligence, negligent misstatement, misrepresentation, professional negligence or other common law duties. The key practical question is whether reliance by the customer was foreseeable and whether the business took reasonable care in what it published.

Legal risk	Practical example
Negligent misstatement	A customer relies on inaccurate business guidance published online.
Duty of care	A business gives advice in circumstances where reliance is foreseeable.
Misrepresentation	A customer enters into a contract because of an inaccurate statement.
Professional negligence	A service provider presents itself as expert but fails to meet the expected standard.
Economic loss	A customer claims financial loss after relying on inaccurate online information.

Businesses with higher reliance risk

Business type	Why online content needs care
Consultants and advisers	Customers may rely on guidance, methods, outcomes and expertise claims.
HR, legal support and compliance businesses	Content may influence decisions with legal or regulatory consequences.
Therapy, wellness, beauty and aesthetics	Claims may affect health, wellbeing, safety and treatment expectations.
Property, construction and trades	Claims about safety, quality, timescales and compliance may be relied upon.
Training and coaching providers	Claims about qualification, employment, income or transformation can create risk.
Finance, debt or claims-related services	Customers may make financial decisions based on the information provided.

Risk control

Use clear scope wording. Explain what is general information, what requires individual assessment, what evidence supports the claim and what the customer must not assume without taking tailored advice.

5. Six core business areas - examples and risk controls

This section expands the guidance into six practical business areas that commonly need online-presence legal review. The purpose is to make the PDF directly usable for business owners: each area shows risky claims, safer wording and the legal issue behind the wording.

How these examples should be used

The examples are not fixed templates. They show how a business can move from broad marketing promises to clearer, evidence-based wording. The correct wording depends on the actual service, evidence, contracts, qualifications and customer journey.

Core areas covered

No.	Core area	Main online risk
1	Cleaning and facilities services	Overstated hygiene, disinfection, safety, staffing, insurance and guaranteed result claims.
2	Construction, building and trades	Claims about safety, compliance, materials, certification, timescales and fixed prices.
3	Consultants and business advisers	Overstated expertise, promised commercial outcomes and advice relied on by clients.
4	Therapists, wellbeing, beauty and aesthetics	Claims about treatment, improvement, recovery, safety, qualifications and before/after results.
5	Financial, debt and claims-related services	Consumer reliance on unclear statements, savings claims, risk-free promises or regulated wording.
6	Training, legal, HR and compliance advisers	Promises about employment, qualification, compliance or definitive legal/HR outcomes.

5.1 Cleaning and facilities services

Cleaning businesses often use strong trust-based wording because customers care about hygiene, reliability, safety and access to private premises. The legal risk increases where the website suggests guaranteed hygiene outcomes, specialist disinfection, background-checked staff, full insurance or compliance with a particular standard without evidence.

Risky claim	Why it creates risk	Safer legal structure
100% germ-free clean	Absolute hygiene outcome is difficult to prove and may mislead.	Describe the cleaning method, products used and limits: cleaning reduces visible dirt and may reduce germs when used as directed.
Hospital-grade disinfection	May imply specialist standards or medical-level outcomes.	State the actual product, certification, contact time and whether the service is domestic, commercial or clinical.
Fully vetted staff	Customers may rely on safety and trust claims.	Explain what vetting means: identity checks, references, DBS where applicable, right-to-work checks.
Fully insured	Needs to be accurate and current.	State the type of insurance held and keep policy evidence available.
Guaranteed stain removal	Outcome depends on fabric, age and substance.	Use qualified wording: stain treatment is assessed before work and results cannot be guaranteed.

Example cleaning website wording

- Before: We guarantee a spotless, germ-free result every time. After: We provide domestic and commercial cleaning using agreed products and checklists. Results depend on the condition of the area, surface type and access provided.
- Before: Our staff are fully vetted. After: Our team members complete identity and right-to-work checks, and additional checks may apply depending on the service booked.
- Before: We remove all stains. After: We assess stains before treatment and explain where age, fabric or previous cleaning attempts may affect the result.

Cleaning audit point

Check service pages, booking forms and quotations against the actual cleaning checklist, insurance position, staff vetting process, products used and exclusions.

5.2 Construction, building and trades

Construction and trade businesses face high reliance risk because customers rely on statements about safety, compliance, workmanship, materials, cost, timescale and guarantees. Website wording should not promise more than the contract, survey, quotation or insurance can support.

Risky claim	Why it creates risk	Safer legal structure
Building regulation compliant	May imply a legal compliance conclusion without inspection or certification.	State whether the service includes assistance with building control or works carried out to agreed specification, subject to approvals.
Fixed price guarantee	Variations, hidden defects and customer changes may affect price.	Explain what is included, what is excluded and how variations are priced.
Completed in 7 days	Weather, materials and site access may affect timescale.	Use target timescale subject to access, materials, weather and agreed scope.
Premium materials only	Needs proof and should match materials actually supplied.	Name the material specification, supplier or grade where relevant.
Safe and certified work	May imply qualifications or certification.	State exact qualifications, memberships, NICEIC/Gas Safe/other registrations if applicable and current.

Example construction/trade wording

- Before: All work is fully compliant. After: We carry out the agreed works in line with the written specification and advise where building control, planning approval or specialist certification may be required.
- Before: We complete all projects on time. After: We provide estimated project timescales and update customers where access, weather, materials, variations or third parties affect progress.
- Before: Lifetime guarantee. After: Our written guarantee explains what is covered, the period of cover, exclusions and how to make a claim.

Construction audit point

Compare the website with quotations, variation forms, guarantee wording, insurance, trade registrations and project terms. Avoid headline claims that the written contract later contradicts.

5.3 Consultants and business advisers

Consultants and advisers sell expertise, strategy and judgement. The risk is that promotional wording can become an outcome promise or create reliance on general information as if it were tailored advice. This is especially important for business strategy, marketing, operations, compliance, procurement and management consultancy.

Risky claim	Why it creates risk	Safer legal structure
We guarantee growth	Commercial outcomes depend on client action and market conditions.	State the service: analysis, recommendations, implementation support and measurable deliverables.
Expert in every sector	Too broad and difficult to substantiate.	Identify actual sectors, qualifications, experience and limits.
We solve your compliance problems	May imply full legal/regulatory certainty.	State that the work identifies risks and provides recommendations within an agreed scope.
Proven system that always works	Absolute performance claim requiring strong evidence.	Use evidence-based wording and explain variables affecting outcomes.
Free legal/commercial advice on website	May create reliance without assessment.	State that website content is general guidance and individual advice requires review of facts.

Example consultant wording

- Before: We will transform your business. After: We review your current structure, identify practical risk areas and prepare an action plan for agreed priorities.
- Before: Guaranteed compliance. After: We provide a compliance review within the agreed scope and recommend steps to reduce identified risks.
- Before: Our advice works for every business. After: Our recommendations depend on your sector, documents, systems, staff arrangements and commercial objectives.

Consultant audit point

Add clear scope wording, assumptions, client responsibilities and evidence for any outcome statistics, case studies or return-on-investment claims.

5.4 Therapists, wellbeing, beauty and aesthetics

Therapy, wellbeing, beauty and aesthetics businesses must be particularly careful because customers may rely on claims about health, treatment, appearance, safety, emotional improvement or personal transformation. Claims should be accurate, properly evidenced and within the provider qualifications and regulatory position.

Risky claim	Why it creates risk	Safer legal structure
Cures anxiety/depression/pain	Medical or therapeutic claim may require strong evidence and proper qualification.	Use careful wording about support, wellbeing or therapy scope, and advise medical support where needed.
Guaranteed results after one session	Results vary and depend on individual circumstances.	Explain that outcomes vary and no specific result can be guaranteed.
Clinically proven treatment	Requires evidence and may imply medical status.	Identify the evidence, product, device or method accurately and within permitted claims.
Before/after images prove typical results	May mislead if not typical or edited.	State that images are individual examples, not guaranteed outcomes, and avoid misleading editing.
Completely safe/no side effects	Absolute safety claim is risky.	Explain known risks, suitability, contraindications and need for consultation.

Example therapy/wellbeing wording

- Before: We cure stress and trauma. After: We provide wellbeing support within our professional scope. This service is not a replacement for medical or crisis support.
- Before: Guaranteed visible improvement. After: Results vary depending on the individual, treatment suitability and aftercare.
- Before: Completely risk-free treatment. After: We explain suitability, contraindications and aftercare before treatment.

Therapy/wellbeing audit point

Review treatment pages, FAQs, booking forms, before/after images, testimonials, consent forms, qualification claims and disclaimers together, not separately.

5.5 Financial, debt and claims-related services

Financial, debt and claims-related businesses carry high risk because consumers may act on statements that affect money, credit, liabilities, debt repayment, compensation expectations or regulated products. Wording should avoid misleading certainty, hidden fees and unclear status.

Risky claim	Why it creates risk	Safer legal structure
Write off all your debt	Likely misleading where eligibility and creditor decisions vary.	Explain the specific service, eligibility checks, risks and alternatives.
No win no fee - no cost at all	May omit deductions, disbursements, insurance or cancellation charges.	Explain all possible charges and deductions before commitment.
Guaranteed compensation	Outcome depends on evidence, liability and third-party decisions.	Explain assessment process and that outcomes are not guaranteed.
FCA approved advice	Regulated status must be accurate.	State exact authorisation, exemption or introducer status and what is not regulated advice.
Save thousands instantly	Requires evidence and may mislead if not typical.	Use qualified examples and explain that savings depend on individual circumstances.

Example financial/debt wording

- Before: We guarantee to clear your debt. After: We assess your circumstances and explain available options, risks, eligibility and fees before you decide.
- Before: No cost claim service. After: Our fee structure, deductions and any third-party costs are explained before you sign.
- Before: You will receive compensation. After: We assess whether there may be grounds for a claim; success depends on evidence and the decision-maker.

Financial/debt audit point

Check regulatory status, fee wording, disclaimers, risk warnings, eligibility statements, testimonials and all customer journey pages before publication.

5.6 Training, legal, HR and compliance advisers

Training providers, HR advisers, legal support businesses and compliance advisers often publish content that customers may treat as definitive advice. The risk is strongest where the website promises employment, qualifications, regulatory approval, tribunal success, dismissal protection or complete compliance.

Risky claim	Why it creates risk	Safer legal structure
Guaranteed job after course	Employment depends on market and learner circumstances.	Explain the training outcome, support offered and any actual placement arrangement.
Recognised qualification	Needs to identify awarding body and recognition status.	Name the awarding body, level, accreditation and limitations.
This makes you legally compliant	May imply complete legal certainty.	State that materials support compliance but require implementation and tailored review.
We guarantee tribunal success	Litigation outcome cannot safely be guaranteed.	Explain advice, representation or document support and factors affecting outcome.
Template protects your business	Template may not suit every business.	State that templates need tailoring to facts, sector and current legal requirements.

Example training/legal/HR wording

- Before: Our course guarantees employment. After: The course provides training in specified skills and may include employability support, but employment is not guaranteed.
- Before: Our HR documents make you fully compliant. After: We prepare documents based on the information provided and recommend tailored review before implementation.
- Before: This guidance is legal advice for all employers. After: This is general guidance. Employers should obtain tailored advice before making dismissal, disciplinary, redundancy or contract decisions.

Training/legal/HR audit point

Align public guidance, downloadable templates, course promises, service terms and disclaimers. Make clear when guidance becomes tailored advice and what information is needed.

Cross-sector examples: turning risky copy into legally safer copy

Sector	Risky copy	Safer copy
Cleaning	We make your premises 100% germ-free.	We clean using the agreed checklist and products. Hygiene results depend on surface condition, access and use after cleaning.
Construction	All works fully compliant and guaranteed for life.	We complete the agreed scope and provide written guarantee terms. Building control or specialist approvals may be required.
Consulting	Guaranteed business growth in 30 days.	We identify practical improvement areas and provide an action plan. Outcomes depend on implementation and market conditions.
Therapy/wellbeing	This treatment cures anxiety.	This service may support wellbeing but is not a substitute for medical or crisis support. Results vary.
Financial/debt	We will write off your debt with no risk.	We assess available options, explain risks, eligibility and fees, and provide recommendations based on your circumstances.
Training/legal/HR	Our template makes your business legally compliant.	The template is a starting point and should be tailored to your facts, sector and current legal requirements.

Business Legal Advice positioning

These examples allow the website to target practical business sectors while keeping the same legal spine: CRA 2015 ss.49-50, DMCC Act 2024, common law reliance/duty of care and CAP advertising standards.

6. CAP Code as supporting advertising standard

The CAP Code remains useful as a practical benchmark for online marketing standards. It applies to non-broadcast advertising and direct and promotional marketing, including paid online adverts, paid search, web widgets, online promotions and certain marketing communications on a business own website where connected with the supply of goods or services.

However, CAP compliance is not the same as full legal compliance. The legal review should also consider the Consumer Rights Act 2015, the DMCC Act 2024, data protection, common law duties, misrepresentation, sector-specific regulation, platform rules and the business own terms.

CAP concepts worth retaining in this guidance

CAP concept	Legal/business use
Legal, decent, honest and truthful	Useful high-level standard for all website and marketing content.
Misleading advertising	Supports review of claims, omissions, prices, comparisons, testimonials and guarantees.
Substantiation	Objective claims should be backed by evidence before publication.
Promotional marketing	Useful for giveaways, prize draws, discounts, referral offers and loyalty schemes.
Environmental claims	Helpful benchmark for green claims and sustainability wording.
Sector rules	Useful for high-risk sectors such as health, finance, food, alcohol, gambling and motoring.

How to frame CAP on the website

Present CAP as a supporting advertising standard, not the whole legal framework. Your strongest positioning is legal business advice covering consumer law, unfair commercial practices, common law risk and advertising standards.

7. Website claims and evidence checklist

Before publishing or updating website content, the business should separate claims into factual claims, opinion/puffery, guarantees, comparative claims, regulated claims and customer testimonials. Each type carries a different level of evidence and risk.

Claim type	Review question	Evidence needed
Factual claim	Is it objectively true?	Documents, records, policies, results, certificates.
Performance claim	Can the business consistently deliver it?	Service data, delivery records, case examples.
Comparison	Who is being compared and on what basis?	Comparable data, methodology, date of comparison.
Guarantee	What exactly is guaranteed and what is excluded?	Written guarantee terms, refund process, exclusions.
Qualification	Are limits clear and close to the claim?	Website wording, footnotes, terms, customer journey.
Testimonial	Is it genuine and permitted?	Consent, record of source, date, product/service used.
Certification	Is approval current and accurately described?	Certificate, licence, regulator or membership record.

High-risk words

Businesses should review any use of: guaranteed, risk-free, free, no obligation, best, leading, expert, specialist, certified, approved, compliant, official, instant, same day, permanent, proven, safe, secure, effortless, unlimited, exclusive, limited time, only today, cheapest, highest rated, trusted by everyone.

Drafting approach

Replace absolute claims with precise, evidenced claims. For example, instead of "fully compliant", state the specific review performed, the documents checked and the limits of the advice.

8. Pricing, offers, guarantees and subscriptions

Pricing pages and offers often create the highest conversion value and the highest legal risk. Customers should understand what they are buying, the total price or pricing method, what is excluded, when extra charges arise and how cancellation works.

Pricing point	What should be checked
Headline price	Does it include unavoidable charges or clearly explain how they are added?
VAT	Is the audience consumer or business? Is VAT shown correctly and clearly?
Delivery/call-out charges	Are charges stated before the customer commits?
From prices	Is the lower price genuinely available and not misleading?
Discounts	Is the comparison price genuine, recent and properly explained?
Free offers	Is the customer required to pay anything beyond unavoidable delivery/collection?
Subscriptions	Are renewal, minimum term, cancellation and recurring charges clear?
Guarantees	Do guarantee terms explain scope, limits, claims process and refund position?

Website drafting examples

- Avoid burying compulsory charges in terms that appear only after checkout.
- Do not use countdown timers unless the deadline is genuine and evidenced.
- Do not describe something as free where the customer must pay administration, handling or required purchase costs that are not properly explained.
- Make cancellation, refund and renewal information visible at the decision point, not only in a footer policy.
- Align the website pricing page with quotes, invoices, payment links and contract terms.

9. Reviews, testimonials and social proof

Reviews and testimonials are powerful because customers treat them as social proof. That also makes them legally sensitive. Businesses should not publish reviews in a way that gives a false impression of customer experience, independence, volume, rating or typical outcome.

Issue	Risk control
Fake reviews	Do not create, commission or publish reviews that are not genuine.
Incentivised reviews	Disclose incentives, discounts, gifts or relationships clearly.
Edited reviews	Do not edit in a way that changes meaning or removes important context.
Selective reviews	Do not cherry-pick only positive reviews if the presentation becomes misleading.
Old reviews	Consider whether old reviews still reflect the current product or service.
Result testimonials	Make clear that individual outcomes are not guaranteed where results vary.
Third-party platforms	Do not imply a rating comes from an independent platform if it does not.

Practical policy

Keep a review file: reviewer identity/contact record, service used, permission to publish, date, original wording, any incentive and any moderation decision.

10. Promotions, competitions and giveaways

Promotions can include discounts, referral incentives, prize draws, competitions, giveaways, loyalty schemes, instant wins, money-off offers and charity-linked promotions. The legal risk is usually caused by unclear conditions, unrealistic availability, poor administration or misleading prize wording.

Promotion element	What to state clearly
How to participate	Steps, costs, eligibility and any purchase requirement.
Opening and closing dates	When entries or claims start and end.
Restrictions	Age, location, customer type, technology, account or purchase restrictions.
Prize/gift details	Number, nature, value, alternatives and delivery timing.
Winner selection	Random draw, judging criteria, independent selection or panel process.
Availability	Stock limits, likely demand, substitutes and refund position.
Promoter identity	Full business name and correspondence address.
Data use	How entrant data will be used for the promotion and marketing.

Business controls

- Prepare promotion terms before launch, not after complaints arise.
- Do not change closing dates unless genuinely unavoidable and fair to entrants.
- Keep evidence of winner selection and prize fulfilment.
- Check whether the promotion risks becoming an unlawful lottery or gambling product.
- Ensure staff and agencies understand the published rules.

11. Email, SMS, forms and data capture

Online presence often includes newsletter forms, enquiry forms, lead magnets, booking pages, abandoned basket emails, SMS reminders and marketing lists. These create both marketing law and data protection risk.

Area	Practical requirement
Identity	Marketing emails should make clear who is sending them.
Consent/soft opt-in	Check the lawful route before sending email or SMS marketing.
Opt-out	Provide a simple way to unsubscribe or object.
Privacy notice	Explain data use at the point of collection.
Purpose limitation	Do not use data for a new incompatible purpose without proper basis and notice.
Suppression	Maintain suppression records so opted-out people are not re-added.
Children	Use extra care where children may provide data or receive marketing.

Practical website point

Every form should be checked for what information is collected, why it is collected, what the customer is told, whether consent boxes are properly worded and whether marketing follow-up is lawful.

12. Sector-specific guidance areas

The guidance can be turned into separate business-sector pages on your website. Each page can keep the same legal framework but adapt the examples, risks and checklist to the sector.

No.	Business type	Online presence issues to cover
1	Cleaning and facilities services	Hygiene claims, staff checks, insurance, stain removal, disinfection, access and guarantees.
2	Construction, building and trades	Compliance claims, safety, materials, timescales, deposits, variations and guarantees.
3	Consultants and business advisers	CRA 2015 ss.49-50, scope, outcomes, reliance, expertise and evidence.
4	Therapists, wellbeing, beauty and aesthetics	Treatment claims, evidence, qualifications, before/after images and suitability.
5	Coaches, trainers and education providers	Outcome claims, qualifications, earnings/employment claims and accreditation.
6	Recruitment and work-from-home businesses	Job claims, earning potential, fees, business opportunities.
7	Financial, debt, insurance and claims-related services	Regulated claims, risk warnings, reliance and transparency.
8	Property, letting and estate agency businesses	Fees, property descriptions, availability, material information.
9	Food, hospitality and nutrition businesses	Allergens, nutrition claims, delivery, offers and reviews.
10	Environmental and green businesses	Green claims, sustainability evidence and lifecycle limits.
11	Motoring, transport and vehicle businesses	Vehicle claims, finance, emissions, delivery and guarantees.
12	Digital agencies, marketing agencies and web designers	Performance claims, SEO promises, ad results, client testimonials.
13	Subscriptions and membership platforms	Renewal, cancellation, minimum terms and recurring charges.
14	Charities and cause-linked promotions	Donation claims, fundraising statements and charity-linked promotions.
15	Age-restricted sectors	Alcohol, gambling, lotteries and other restricted marketing.

13. Practical audit process for businesses

Business Legal Advice can use this framework as a structured online presence legal review. The work should focus on what the customer sees, what the customer is likely to understand and what the business can prove.

Step	Review action	Output
1	Map the online journey from advert/search result to purchase or enquiry.	Customer journey risk map.
2	Identify all factual claims, guarantees, comparisons and regulated statements.	Claims register.
3	Check evidence for each objective claim.	Evidence file and claim risk rating.
4	Review pricing, fees, subscriptions, cancellations and refund wording.	Pricing and consumer information checklist.
5	Review testimonials, reviews, social proof and case studies.	Review compliance notes.
6	Compare website wording with contracts, terms, proposals and invoices.	Consistency report.
7	Prepare corrected wording and implementation priorities.	Action plan for the business.

Recommended risk rating

Rating	Meaning	Action
High	Likely misleading, unsupported, legally sensitive or inconsistent with contract.	Change before publication or obtain tailored legal advice.
Medium	Potentially unclear or needs qualification/evidence.	Revise wording and keep evidence.
Low	Generally acceptable but should be monitored.	Keep under review and update as business changes.

Appendix A - Website wording replacement examples

Instead of	Use a safer structure
We guarantee full legal compliance.	We review your documents against the agreed scope and provide practical recommendations to reduce identified legal risk.
Risk-free service.	Please read the scope, exclusions and cancellation terms before booking.
We will save you money.	Our advice is designed to help identify risk, avoid avoidable disputes and make more informed business decisions.
Only 2 places left.	Limited appointment availability this week. Please contact us to confirm current availability.
Best business advice in the UK.	Practical business legal guidance for start-ups, SMEs and self-employed people.
Free consultation.	Initial enquiry call. We will explain whether a paid advice session is suitable.
Fully certified experts.	Set out the actual qualification, membership, authorisation or experience relied on.

Appendix B - Footer disclaimer for website guidance pages

Disclaimer - updated 16 June 2026

This page provides general legal guidance for businesses about online presence, website content, advertising claims, consumer-facing communications and digital marketing risk. It is not a full legal advice document and should not be relied upon as a complete assessment of your business, website, contracts, advertising or legal position. Every business is different. To make sure your website, online content and business practices are legally sound, you should book tailored legal advice from Business Legal Advice.

Short footer version

Disclaimer - updated 16 June 2026: This guidance is for general information only and is not a substitute for tailored legal advice. You should book a tailored advice session to assess the full legal soundness of your website, online presence, contracts and business practices.

Source notes and references

This guidance draws on the following legal and regulatory materials. The list is provided to show the framework used and is not a substitute for legal advice on a particular business.

Consumer Rights Act 2015, section 49

Every contract to supply a service is treated as including a term that the trader must perform the service with reasonable care and skill. Official source: legislation.gov.uk/ukpga/2015/15/section/49

Consumer Rights Act 2015, section 50

Information said or written by the trader about the trader or service may be treated as a term where the consumer takes it into account. Official source: legislation.gov.uk/ukpga/2015/15/section/50

Digital Markets, Competition and Consumers Act 2024

Part 4 concerns protection from unfair trading and includes provisions on misleading actions, misleading omissions and unfair commercial practices. Official source: legislation.gov.uk/ukpga/2024/13/part/4

CMA unfair commercial practices guidance

CMA guidance explains the DMCC Act unfair commercial practices framework and refers to new or more detailed prohibitions around fake consumer reviews and drip pricing. Official source: [GOV.UK CMA207](https://gov.uk/cma207).

CMA fake reviews guidance

CMA guidance explains the new banned practice relating to fake reviews, concealed incentivised reviews and misleading presentation of consumer reviews. Official source: [GOV.UK CMA208](https://gov.uk/cma208).

CAP Code

The UK Code of Non-broadcast Advertising and Direct & Promotional Marketing applies to many online advertising and promotional contexts, including own-website marketing connected with supply of goods or services. Uploaded CAP Code PDF used as a supporting advertising-standard reference.

Final disclaimer

This document is guidance only. It is not a full legal advice document, legal audit or opinion on any individual business. Legal soundness depends on facts, sector, customer journey, contracts, evidence, data practices and actual implementation. Book tailored advice before relying on this material for a live business decision.