



GET READY, GET SET...

GO GET 'EM!

A simple, practical guide to
starting an online business

FOR SMALL BUSINESS AND STARTUPS

CONTENTS

WELCOME

1. Getting Started...	05
2. The Right Business Structure...	15
3. Show Me The Money...	22
4. Setting Up Your Website...	25
5. Online Regulations...	31
6. Marketing Your Online Business...	38
7. Start Selling...	46
8. Dealing with Customers and Suppliers...	56
9. Build and Protect Your Brand...	64
10. Final Word	72

WELCOME!

There are plenty of benefits to starting your own online business.

You can work from home, set your own hours, focus on a niche you care about and typically avoid substantial set up costs.

However, finding online business success is not easy.

From choosing a product or service to sell to growing your online presence, there's a lot to consider.

Throw into that mix all the legal considerations and your head may be spinning.

While starting a business online may be more accessible, in order to grow and maintain it you must follow a similar process to starting a traditional business.

To help you navigate and successfully launch your new online business venture, we have put together this guide – a comprehensive summary of the legal issues you need to look out for through your online journey.

This guide is about helping you get results.

We're not selling immediate gratification or instant success, because that is not what we are about.

What we are giving you is an understanding of the legal issues you face when setting up an online business.

We're talking from real life experience: real success, real challenges, real business.

To be clear, this content is meant to be an informative outline of legal issues.

Its purpose is not to replace the legal advice of business solicitors.

That said, the beginning of your journey is just the place to get it right.

Surging ahead without a healthy legal foundation or some understanding of all the legal stuff could cost you your business.

So buckle up!

You're about to go into a deep dive to prepare your online business for long-term success.

It's go big or go home, and it starts right here, by learning about all the legal stuff you need to start an online business – no more procrastinating.

Enjoy the read and all the best for your online journey.

GO GET 'EM!



Karl Hutchinson

Co-Founder and Partner
LawPlus Solicitors



Focus on the big picture



1 Getting started

It's now easier than ever to start a business online.

And starting an online business has many benefits.

Of course, people jump at the idea of making money: lots and lots of money!

But there are many moving parts involved in any business, and getting the ball rolling is often a major barrier for new entrepreneurs.

What's in a name...

Believe or not, so many entrepreneurs find themselves completely stumped by this one seemingly simple step toward creating your online business.

Either that, or they rush into using a terrible name, or a name that's already taken, or one that's too similar to another.

In the grand scheme of things your business name may seem trivial.

But that couldn't be further from the truth.

Your name will be searched, tagged, trademarked, typed, misspelled, and spoken aloud, so it needs to be good.

What do we mean by good?

Start by considering your type of business.

What phrases, words or terms would resonate with your target audience?

Remember that your business name will be the first impression you make on a majority of your consumers.

So you don't spend too much time fretting over the perfect name, we've included some criteria below to help you start thinking of a solid moniker:

- Keep it short and sweet
- Be unique
- Consider how your name sounds
- Consider your branding

Register your domain name...

Now that you have your business name you need to ensure that you register your domain name.

The name you give your website is known as a domain name.

Ideally your business name and domain name will be the same.

It's always a good idea to check if the domain name is free before finally deciding on your business name.

You can do this by checking the availability of the domain name online.

A simple search on the likes of Irish Domains will quickly tell you if the domain you are looking for is available to register.

Planning, planning and more planning...

Growing and sustaining an online business requires a great deal of attention and planning.

Poor planning hinders an online business' potential for success.

Unsuccessful business owners often don't invest enough time understanding their customer base, their competitors or their business model.

This can reduce cash flow because you sell something people don't want; or

someone is already selling a better version of your product or service.

To be successful you need to ask the right questions about your business and be ready to find answers that work.

Some important questions that you should ask yourself before launching your product or service include:

- Is there a demand for my product or service?
- What gap is my product or service looking to fill?
- How can I make money from my product or service?

Finding that niche...

As you ponder what type of online business you might launch, try and find an idea that you care about and that fulfils a need.

Your product or service can't fulfil a need if you don't understand how and why that need arises.

Your business is more likely to succeed if you specialize rather than offer a wide variety of goods and services.

There's an old saying, 'The man who chases two rabbits catches neither.'

If you can focus and push for success within one niche you are more likely to reach it.

And then there's your ideal customer...

Who is that exactly?

One way to determine this is with a buyer persona.

A buyer persona is a fictional representation of your ideal customer that describes their common characteristics and behaviors.

Buyer personas will help you shape your business' web design, content, sales strategy and messaging.

How to create your buyer persona...

Your Business: A monthly fashion subscription service aimed at women in professional jobs. Women pay €50 each month and can select five items of clothing to rent, wear and then return.

Background:

Name: Emily

Age: 32

Gender: Female

Relationship Status: Single

Education/Career: Account Manager

Location: Dublin

Consumption Habits

How does she spend her time?

Emily travels for work throughout Europe and is rarely home during the week because of her busy schedule.

She spends most of her workday meeting with clients and prefers to shop online.

On the weekend, Emily enjoys having brunch and pilates.

What are her favourite brands?

Emily's professional wardrobe consists of Zara, Cos and Massimo. Her weekend wear is Designia.

How does she make purchases?

Emily browses for workwear on her mobile when commuting to and from work and makes final purchases on her desktop.

Goals and Aspirations

What are her professional goals?

Emily aspires to be a Marketing Director for her current organisation.

She understands she will need to start bringing in new customers to achieve this goal.

Challenges

How can you help solve those problems?

Emily has a wardrobe full of clothes but agonises each morning about what to wear.

An online subscription would allow her to 'rent' five items of clothing each month.

A stylist would select the garments and suggest how Emily could 'mix-and-match' with her existing wardrobe.

Your competitors...

We all have them, but you need to find out who they are!

When building an online business, your key focus should be your customers but it's also important to think about what your competitors are doing.

Conducting competitor research and analysing what's working or not working for them can provide insight into defining your customer's needs.

A good starting point is to compare your business' product with a competitor's, focusing on the quality, price and customer experience.

In other words, conduct a competitor analysis.

You can learn a lot from what your competitors are doing so don't steer away from this exercise.

Two businesses can both operate a fashion subscription service, but one may be aimed at professionals and another at athletes.

You can also use online competitor analysis tools such as [SEMRush](#) and [Ahrefs](#) to reveal competitors' top keywords and high traffic pages.

When browsing the websites of your competitors, pay attention to the following:

- What are the distinguishing features of their product? How does it compare to yours?
- What price do they charge? Does the price represent value for the customers? How do they accept payment?
- What did you enjoy about the business' web design, social media presence or blog? For example, the layout or colour scheme.
- What didn't you like? Did the shopping cart timeout after five minutes or was there no way for you to save your details for a repeat visit?

- How will you improve the customer's online experience? This is particularly important if you are selling a product or service that already exists.

Talk to people...

Humans! They're great.

They can also provide you with feedback.

Talking to people is a great way to validate your idea.

It also challenges you to articulate your vision and learn how to pitch your business to someone who isn't you (or your mirror).

One easy way to connect with others is by following the Google Usability Café model.

Its simple: Visit your local coffee shop, set up a simple workstation, and buy strangers coffee in exchange for their feedback on your business idea.

These interviews can be a goldmine of actionable feedback, especially if some of your subjects fall into your target market.

But don't be choosy about who you talk to.

Gather information from anyone and everyone, and while you're at it, start building an email list.

Another method of gathering live feedback is by (dun, dun, dun...) cold calling!

Most entrepreneurs struggle with this step because rejection and humiliation can be scary.

If you feel this way, you're not alone!

But don't let this fear get in the way of making a sale, or gathering valuable feedback.

Don't forget about your Business Model...

Which business model you choose will depend on your business idea.

'Business model' refers to how you engage and serve customers and how you monetise that service.

Each business model requires a different set of legal documents to protect your interests and the customer's interests.

Business Model	How It Works	Examples	Legal Documents
Subscription Model	Customers sign up and make regular payments to access your product or service. Customers choose the subscription level depending on the number of features or supports they will receive.	Netflix	<ul style="list-style-type: none"> • Business Terms and Conditions, including subscription payment terms • Privacy policy • Website Terms of Use
Direct Sales of Single Products	Business sells each product or service directly to the end customer for a fixed price	Adidas	<ul style="list-style-type: none"> • Sales Terms and Conditions • Privacy Policy • Website Terms of Use
Marketplace	Marketplace operator provides a platform for party A and party B to buy and sell goods and services to one another	Airbnb, DoneDeal	<ul style="list-style-type: none"> • Marketplace Terms and Conditions. These may include a template agreement between the service provider and the customer • Privacy Policy • Website Terms of Use
Software as a Service (SaaS)	Services that are delivered over the internet rather than provided locally or on-site	Xero, Sales-Force	<ul style="list-style-type: none"> • Software as a Service Agreement • Privacy Policy • Website Terms and Conditions



**Know the value you
provide and charge
accordingly**



2

Get your business structure right...

Starting your own online business is full of choices.

Of all the choices you make, one of the most important is the type of legal structure you select.

In the previous chapter we discussed the various types of business models for your online business.

But you also need to consider what type of business structure best suits your business model and your business objectives.

What structure makes the most sense for you?

There are three common business structures in Ireland:

1. Sole Trader
2. Company
3. Partnership

You should think carefully early on about which structure is right for your online business and best reflects your goals for the future.

Although you can change your business structure to accommodate the growth of your online business, it can be a costly process.

Not only will this decision have an impact on how much you pay in taxes; it will also affect the amount of paperwork your business is required to do, the personal liability you face and your ability to raise money.

If your business is to survive, it is pivotal you consider, or allow LawPlus to consider on your behalf, what structure is best suited to help your

entrepreneurial company flourish.

It's not a decision to be entered into lightly, or one that should be made without sound counsel.

Therefore, it is recommended that you carefully consider the exact type of business you want to establish during the early stages and prepare all relevant documents and information.

There is no 'one size fits all' solution...

That's why there are several structures for you to choose from.

Each structure has its advantages and disadvantages.

Let's take a quick look at these different structures for you...

A sole trader...

is the most common form of business organisation.

It's easy to form and offers you complete managerial control.

However, you are also personally liable for all financial obligations of your business

To operate as a sole trader, you do not need to formally 'create' anything.

You just need a bank account and to keep a record of your income and expenditure so that you or your accountant can complete this information for your tax return.

If your business is supplying services only then you also need to register for VAT when your income exceeds €37,500 (or €75,000 if you are supplying goods) – bring it on!

If you are trading under any name other than your own true name you also

need to register your Business Name with the Companies Registration Office (CRO) by completing a Form RBN1.

There is a registration fee of €40 for paper filing (€20 for electronic filing) – every little helps when you're a new business.

Apart from this there are no fees and a minimal amount of red tape.

Advantages of a sole trader...

- you're the boss
- you keep all the profits – niiice!
- startup costs are low
- you have maximum privacy
- establishing and operating your business is simple
- it's easy to change your legal structure later if circumstances change

Disadvantages of a sole trader...

- you have unlimited liability for debts
- your capacity to raise capital is limited
- all the responsibility for making day-to-day business decisions is yours
- retaining high-calibre employees can be difficult
- it can be hard to take holidays (because you are the business)
- you're taxed as a single person

A partnership...

is where two or more people share ownership and share in the profits or losses of the business.

The partners pay personal income tax based on the profits of the business.

Advantages of a partnership...

- two heads (or more) are better than one
- your business is easy to establish and startup costs are low
- more capital is available for the business
- you'll have greater borrowing capacity
- your business affairs are private
- there is limited external regulation
- it's easy to change your legal structure later if circumstances change

Disadvantages of a partnership...

- you are liable for the debts of the business
- you are 'jointly and severally' liable for the partnership's debts
- there is a risk of disagreements
- you are all liable for the actions of each other

Quick Tip

If you decide to organize your business as a partnership, be sure you draft a partnership agreement that details how business decisions are made, how disputes are resolved and how to handle a buyout.

You will find our [Partnership Agreement template here](#)

A limited company...

is a legal entity that is created to conduct your business.

The company is an entity in its own right – separate from you – that handles the responsibilities of the business.

Like a person, a company can be taxed and can be held legally liable for its actions.

It is a structure that is well suited for small businesses.

It is also the preferred option for investors.

And here's something to consider for all you solo performers out there... you can form a company with only one director.

Advantages of a company...

- limited liability
- easy transfer of ownership
- taxation rates can be more favourable
- access to a wider capital and skills base
- corporation tax on profits is only 12.5%

Disadvantages of a company...

- can be expensive to establish, maintain and wind up
- reporting requirements can be complex
- your financial affairs are public
- if you fail to meet your legal obligations you may be held personally liable for the company's debts

Quick Tip

If you decide to organize your business as a limited company, be sure you draft a Shareholder's Agreement that details how business decisions are made, how disputes are resolved and how to handle a buyout.

It's fairly common that there will be differences of opinion – about operations, hiring, expansion and more.

These and many more possible points of contention can jeopardise your business success, unless there is a clear path defined at the beginning of the relationship.

Check out our [Shareholders Agreement template](#)



**Leverage amazing
tools to save time
and money**



3 Show me the money...

Launching an online business has a low cost-barrier to entry.

You can use platforms like Shopify and BigCommerce to launch almost overnight.

But online businesses will still need access to capital to grow and scale.

There are three ways in which you can finance the growth of your online business:

1. Profits from sales to your customers
2. Raising equity finance
3. Raising debt finance

Financing Growth through Sales and Profits

The best way to grow your online business is by making sales.

There is a great deal of talk in the startup community about raising capital.

But some of Ireland's most successful startups didn't raise external funds.

They simply built a product that customers wanted, made lots of sales and reinvested the profits into growth.

If you are looking to build an online business that will generate enough revenue to support your lifestyle, raising external capital does not make much sense.

Focus on selling your product or service and keeping control of your business.

Equity Finance

If you are looking to scale quickly and are spending significant amounts of capital on growth and development, then you are likely to be running your business with a burn rate (i.e. losing money on a monthly basis) for a substantial period until you become profitable.

To do this you'll generally need to raise external capital.

One way to raise capital, in a way that does not affect your cash flow, is equity finance - issuing new shares in your company to investors.

The investors will become shareholders in your company.

Most entrepreneurs will raise the first round of equity capital from their friends and family before looking to angel investors and then venture capital funds.

If you are considering raising equity capital, check out our Funding & Financing Guide.

Debt Finance

Many small businesses approach banks or non-bank lenders for debt funding.

Debt finance can be a good option if you are:

- Looking to raise a small amount of capital;
- Purchasing an existing profitable online business; or
- Willing to provide a personal guarantee (i.e. secure a loan against some of your assets).

The obvious benefit of debt finance compared to raising equity is that you can retain 100% ownership of your company.

The downside, of course, is that you must repay the loan as well as make interest payments.

Only take on debt that you can afford to repay, even if trade slows down.



Grow your marketing list from day one



4 Setting up your online website

So, you have your business idea, and you know it can work. You have your business name and you've secured the domain for it.

Now comes the exciting part – setting up your website.

But there's a lot of legal stuff involved in building an online business website properly and ensuring that your online business is secure and protected!

Because remember, your website is your business, so you need to put a lot of things in place.

What you need to consider...

There are general and contractual considerations when setting up a website that can be broken down into:

- The business aspects of the website – your contracts with website designers and licence and software providers as well as those businesses providing you with maintenance and hosting services.
- The consumer aspects of your website – if you are going to use your website to conduct online sales this is classed as distance selling. You will need to comply with Consumer Regulations, eCommerce Regulations and other consumer protection legislation relevant to the goods or services you are selling or the jurisdiction you are selling them in. More on this in Chapter 5.

It pays to take time to consider what you want out of your website and to

assess the legal and contractual issues involved in setting up or changing your website.

Time spent in preparation is time well spent in ensuring that:

- You know what you want your website to achieve – if your primary focus is on online sales you may want to invest more in functionality and speed.
- You know what it is possible to achieve with your website – there is nothing more frustrating than setting up a website only to find that it doesn't have maximum functionality or that it could have been set up with enhanced client or consumer interaction, for example, client sharing of documents.
- Your budget for the ongoing website costs – the costs of a website don't end when it is finally launched. That's why it's vital that you have an appreciation of any ongoing costs, such as licence fees or the refreshment of digital content through internal or freelance copywriters.
- You have an awareness of what can go wrong with a website – whether its copyright or data protection and breach issues, your business needs to have an understanding of the potential legal issues that come with setting up a website as well as the ongoing maintenance issues
- You don't look at your website in isolation to other sales or marketing activities – when a website is set up it's easy to focus on the look and functionality of the website without looking at the wider picture. For example, your standard terms and conditions of business may need to be adapted if you are planning on conducting online sales. That's because

the terms will need to be compliant with the regulations on distance and online selling. Alternatively, if you are going to start taking online payments, you need to ensure that you comply with your financial policies or data protection issues.

Your domain name ownership...

One of the most frequent reasons for website misunderstandings and disputes over the setting up of a business website is the domain name of the website and who owns it.

We touched on this earlier in this guide.

For the non-technical, getting ownership of the domain name wrong can be a very expensive mistake to make.

The domain name is the electronic address for the website and is rented from a registrar for a specified period with the business entering into a services agreement with the registrar.

The services agreement secures the right to use the domain name for an agreed number of years.

At the end of the agreement your business can apply to renew the services agreement to continue use of the domain name.

Given the importance of the domain name for your business, it's important that the domain name is registered in the name of your business rather than in the name of your web designer.

If it isn't and there is a disagreement with the website designer, then your business won't own its own website domain name or be able to control it.

Even if the contract between your business and the web designer states that the designer holds ownership of the domain name for your business it means your business can't exercise direct control in communications with the

registrar, such as the domain renewal and dispute resolution process.

In a contract dispute the web designer may be reluctant to transfer registration of the domain name to the business.

Once your business has an established internet presence, the loss of a domain name could be financially damaging and have a reputational impact on your business.

Ideally your business should always own the domain name but, if it doesn't, there needs to be a very clear contract between you and the website service provider setting out the management of the domain name and detailing how and when the domain name should be transferred should the contractual relationship between business and service provider be terminated.

The latter isn't the best solution because of the dangers of the service provider breaching the contract or ceasing trading and the importance of the domain name to the business.

Then there's contractual considerations...

There are a number of contractual matters when setting up your website, such as:

- Website design and development contracts
- Website maintenance contracts
- Website content licences
- Website hosting agreements
- Website copywriting agreements

The above list may appear to be a lot of legal paperwork for one website but the implications for not getting the right contracts and documents in place can be both costly and long lasting because you won't end up in commercial contract disputes with third party website providers or contractors.

You can find out more about contractual considerations in our [Website hub](#)

And don't forget about the consumer...

An online business is unlike any other business because all of your business is conducted over the internet.

Like any business there are rules and regulations around how you can trade, especially with the consumer.

Chapter 6 provides you with some insights into the various legal considerations that may apply to your online business.

For more detail on this and all things websites download our [step by step guide to setting up a website](#) or check out our [Website hub](#) which provides you with access to a variety of templates and guides.



**Solve a real
problem**



5

Online regulations...

Like anything in life there are rules and regulations that apply when selling goods and services online.

And there's a lot you need to be familiar with.

So, let's briefly review the key legislation you need to be aware of.

Distance Selling Regulations

If your business is selling, or planning to sell, to the public via distance selling (through the internet), you'll want to understand the rules that apply under the Distance Selling Directive.

The full title of these regulations is a mouthful: [European Union \(Consumer Information, Cancellation and Other Rights\) Regulations 2013](#)

It is important to note that the regulations apply to business to consumer (B2C) transactions only.

They do not apply to business to business (B2B) transactions.

So, if your website will be providing goods or services to businesses then these regulations will not apply and you don't have to worry about them.

The regulations exist to give consumers the equivalent rights and protections they would have in the high street – like examining the goods beforehand or discussing the terms of a service.

So, what exactly do the Regulations say?

1. You must give consumers 'prior information' on your website

If you're selling from a website or via an internet-hosted page, this source must clearly state:

- Your trading postal address (a PO box won't be acceptable here)
- A properly detailed description of the goods or services
- The price of the goods or services (including VAT, if applicable)
- Delivery fees (if applicable)
- How the consumer should pay (e.g. by card, PayPal, cheque, etc.)
- When the goods or services will be delivered (if applicable)
- Details on cancellation (this should include a link to an online cancellation form, or a statement advising that the consumer can also cancel in writing, along with contact details for doing so, as well as the timeframe for cancelling, i.e. the cooling-off period)
- A statement that the consumer is responsible for the arrangement and cost of returning the goods (if applicable)
- How long the contract is for, including how long the price will be valid (if applicable)
- For digital goods only, you must advise about the functionality of the product; for example, how the consumer can download, access and use the digital files

This information should then be repeated on the consumer's contract confirmation, which should be provided to them in writing once the contract has been agreed.

2. Consumers are entitled to a 'cooling off' period

The consumer has a right to a cooling off period of 14 days during which he/she can cancel without giving a reason.

The law permits the consumer to change their mind, for any reason, and obliges the trader to enable the consumer to cancel the contract with ease. If the consumer does cancel, as a trader, you must refund the amount the consumer paid you, within 14 days of you:

1. receiving the goods back
2. receiving proof that the goods are on their way or
3. for service contracts, from the date of cancellation.

The right to cancel includes any credit arrangements.

The right to cancel is automatically extended to 12 months should the supplier fail to provide a written contract.

If you haven't stated otherwise in your sales contract, as the trader you'll be responsible for the return shipping costs incurred by the consumer.

But, in most cases, you'll probably be entitled to deduct money from the refund amount payable, to cover any loss in the value of the goods once the buyer has returned them.

Where the goods are damaged on return, and the damage was caused by events arising while they were in the consumer's possession, the position is different.

The penalty for non-conformance is a fine of up to €60,000 and or imprisonment.

The body overseeing the regulations is the National Consumer Agency of Ireland.

To find out more check out [Distance selling rules and consumers](#)

E-commerce Regulations

Whenever you sell goods or services online the E-commerce Regulations apply.

These regulations are referred to as [European Communities \(Directive 2003/31/EC\) Regulations 2003](#)

The E-commerce Regulations require that you set out:

- steps your customers must follow to conclude an agreement with you to buy something
- confirmation of whether a copy of the contract will be filed and whether the customer can access it
- a description of how the customer can identify and correct errors before continuing an order
- details of any industry codes of practice which you subscribe to

Most of these requirements should be met in your terms and conditions and your website should be designed to support these processes.

However, certain specific details relating to individual products, such as delivery dates and prices, must be separately provided by you.

You must also specify if you want to offer substitute goods if those ordered are not available.

If you do, you must meet the costs if any replacement goods are returned. You must provide this information before the order is placed.

The following legislation applies to all contracts with consumers, whether or not they are made online.

The Sale of Goods and Supply of Services

The Sale of Goods and Supply of Services Act 1980 (as amended) requires a supplier of services acting in the course of a business to provide the service:

- using reasonable care and skill
- within a reasonable time (unless the price is determined by the contract, left to be determined in a manner agreed by the contract or determined by the course of dealing between the parties)

- at a reasonable cost

These terms will be implied in all agreements with consumers but can be excluded subject to compliance with legislation regarding the use of unfair contract terms.

The Sale of Goods Act

The Sale of Goods Act 1893 (as amended) imposes three requirements on traders which cannot be excluded in contracts with consumers:

- You must make sure the supplied goods are as you describe them; for example, a television must be the exact model that you say it is.
- The goods must also be of satisfactory quality. To be of satisfactory quality, goods must normally:
 1. do what they are supposed to do
 2. be safe
 3. comply with any public statements made about the characteristics of goods (especially in advertising or on labelling)
 4. be free from defects, including minor ones
 5. function properly for a reasonable period of time
 6. have a reasonably satisfactory finish and appearance

You should also ensure that the goods are 'fit for their purpose'.

If a customer makes it known to you that they intend to use the goods for a particular purpose, it is implied by law that the goods supplied are reasonably fit for that purpose.

For example, if you are told by a customer that they wish to use a jacket for hill-walking in rainy weather, the jacket should be waterproof.

The first two conditions must normally be met whatever price the goods are

sold at.

However, the standard of the remaining conditions depends on factors like the price of the products or whether they are new.

For example, if the products are second hand, it may be reasonable for the goods to last only a short time or have some defects, such as signs of wear and tear.

If they are brand new, however, this will not be acceptable at all unless the defects have been pointed out to the buyer - who will normally expect a reduction in price to reflect this.

Data Protection

Data protection laws can cause significant headaches for any business.

Everyone has strong rights when it comes to the data that is held on them thanks to [The General Data Protection Regulation \(GDPR\) Directive \(EU\) 2016/680](#), supplemented by the [Data Protection Acts 1988 and 2003](#).

Most importantly, you should minimise the amount of personal data you request, store and process and only do so when either the website user has consented to that processing or it's necessary for one of several specified reasons.

In addition, you should always provide a specific privacy notice - it is not good practice to include your privacy notice within these terms and conditions.

You can find out more on the [Data Protection Commission](#) website or by visiting our [GDPR hub](#).



Differentiate yourself



6 Marketing your online business...

There are billions of customers out there, and nearly as many ways to get them interested.

Ok, that might be a bit of an exaggeration!

But the fact is you have never had so many ways to market your business.

There are online marketing channels...

Depending on your budget and which stage of the business lifecycle you are in, the online and digital marketing channels you choose will differ.

If you are starting an online business, you want to focus on the channels that will bring the best return on investment (ROI) from your advertising spend.

To determine this ROI, you will first need to consider the most important goals for your business.

Common business goals for digital marketing include:

- Increasing sales revenue
- Generating more leads
- Increasing website traffic
- Improving lead quality
- Improving brand awareness

Once you determine your most important goals, concentrate on specific channels that will most effectively generate returns and achieve these goals.

Common online marketing channels include:

- **Website and Conversion Rate Optimisation:** Improving the path from a customer visiting your website to purchasing your product or service.
- **Email:** Collecting email addresses from potential customers and marketing to them via email.
- **Social Media:** Leveraging social media platforms to earn visibility and traffic.
- **Organic Search and Search Engine Optimisation (SEO):** 'Optimising' online content to earn more quality and higher-volume traffic in organic (or free) search results of major search engines. Organic search results appear below paid advertisements on the results page.
- **Paid Search or Pay-Per-Click (PPC):** Paying a publisher or search engine to list a sponsored advertisement promoting your product or service. The amount of you pay is determined by the competitiveness of the keyword you bid on.
- **Display Ads:** Placing ads on third-party websites to create brand awareness and generate traffic.
- **Online Public Relations:** Generating media from online outlets to build brand awareness and increase traffic to your website.

Quick Tip

- Growing a business with a limited marketing budget is a hard ask. Think of how you can use the content your users are creating to your advantage.
- Images are key. Make sure you've got some great images to capture the viewer and give them some quick context about what the content is about.
- Case studies are great for PR, create a Customer Relationship Manager of interesting stories or people using your service, as this shows how real people are using your service. And then you have a database you can call on if you ever get approached for a case study.

And then there's direct marketing...

Email marketing campaigns can help your business engage with customers about special offers and receive real-time feedback about your product or service.

But you should make sure that you comply with your obligations under the GDPR Regulations when crafting your campaign.

GDPR has changed the way that businesses communicate with prospects and customers.

It protects customers from receiving unsolicited electronic marketing, including emails and SMS messages, that advertise the sale of goods or services.

Yet, a large proportion of marketers admit to not fully understanding both the law and best practice around the use of consumer's personal data.

Check out our guide on [Data Protection and Direct Marketing](#)

Campaign Compliance Checklist

To comply with GDPR Regulations business owners must answer three questions:

- Have I obtained the recipient's consent?
- Have I identified my business and how customers can get in contact?
- Have I included an unsubscribe function in all my communications?

A prominent unsubscribe function is important not only to comply with legal obligations but also to maintain trust in your brand (no-one likes an inbox overflowing with irrelevant offers!).

Consent is now required...

You are now required to manage opt-ins – people who request to receive promotional material from you.

You can't assume that they want to be contacted.

Your customers and potential customers now need to express consent 'in a freely given specific, informed and unambiguous' way, which is reinforced by a 'clear, affirmative action.'

Hang on, what does that mean?

Well, in practice, it means that your leads and customers need to physically confirm that they want to be contacted.

You need to make sure you've actively sought (and not assumed) permission from your prospects and customers, confirming they want to be contacted.

Therefore, a pre-ticked box that automatically opts them in doesn't cut it anymore – opt-ins need to be a deliberate choice.

Consent can be either:

- Inferred (e.g. from the customer's behaviour and actions or the relationship between the sender and the customer); or
- Express (e.g. through a tick box, or customers completing an online form, or otherwise consenting to online terms such as a Privacy Policy, which includes that the person consents to their personal information being used for electronic marketing).

Quick Tip

It is recommended that you manage your subscriber list through a double opt-in process:

- The customer signs up to an email marketing list; and
- The retailer sends the customer a confirmation email, including a link they can click to confirm they consent to receive emails.

Doing so will help you prove that a customer's request to receive marketing material came from their email address.

Here's an example of an opt-in we particularly like from the Royal Society for the Protection of Birds (RSPB) in the UK.

Let's keep in touch – on your terms

Thank you for caring about nature. We're determined to do all we can to save it. You're a very important part of that which is why we'd love for you to opt in so we can let you know about the conservation, campaigning, research and fundraising work that we're doing.

If you're happy for the RSPB and RSPB Shop to keep in touch, please let us know how you would like to hear from us:

I would like to be contacted by (please tick "Yes" or "No" in each instance):

Post	Phone	Email	Text
<input checked="" type="checkbox"/> Yes please	<input checked="" type="checkbox"/> Yes please	<input checked="" type="checkbox"/> Yes please	<input checked="" type="checkbox"/> Yes please
<input type="checkbox"/> No thanks	<input type="checkbox"/> No thanks	<input type="checkbox"/> No thanks	<input type="checkbox"/> No thanks
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="button" value="Edit"/>	<input type="button" value="Edit"/>	<input type="button" value="Edit"/>	<input type="button" value="Edit"/>

You're in control. If you'd like to change your choices at a later date, all you have to do is call us on 0300 777 2610 (calls charged at standard rate, Mon-Fri, 9am-8pm) or go to [rspb.org.uk/preferences](https://www.rspb.org.uk/preferences). If you decide to stay in touch, we'll also keep you up to date with news about membership, products, offers and competitions.

Your details will be kept safe and secure, only used by us, or those who work for us, and will not be shared with anyone else. We analyse information you provide, and about how you've helped us, to decide what communications will be of interest to you (and so that we can save our resources for conservation work) and to help us understand our supporters. We also use this information to run our charity's operations, e.g. if you place an order or make a donation, we'll need your details to process those. If you would like to know more or understand your data protection rights, please take a look at our [privacy policy](#).

Let's talk cookies...

Many online retailers collect information through online cookies (for instance, the number of times an individual visited your webpage).

Cookies help retailers customise a visitor's experience, particularly at checkout.

If a customer abandons their cart for whatever reason, cookies make it possible for you to retrieve their selection next time that customer is on your page.

What is a 'Cookie'?

A cookie is a small file sent from a website and stored on the user's computer.

They were designed as a way for websites to remember useful information (such as items added to a shopping cart).

Cookies are great.

But if cookies on your website collect personal information, you have an obligation to tell the customer that you are using cookies and they should also be provided with the opportunity to give their consent to their use.

Information like how many times a user visited your page will not be personal information unless you can reasonably identify the individual.

It is best practice for you to state in your privacy policy that you use cookies to collect information, for transparency with the users of your site.

You can access our [cookies policy template here](#).

Privacy policy v privacy statement...

There is a significant difference between a privacy statement and a privacy policy.

A privacy statement is a legal requirement for all websites in Ireland.

It is a public statement of how you apply the 8 data protection principles as

stated in the Data Protection Acts 1988 and 2003.

A privacy policy, on the other hand, sets out how you apply the 8 principles to the way you process data across your business.

Your online businesses can now easily promote your products and services to your target markets through digital marketing, including blog posts, social media and online reviews.

However, if your website collects personal information, such as email addresses and contact details from newsletters or loyalty programs, you will likely be required to have a privacy policy.

Your privacy policy states what personal information you collect and how your business will deal with the personal information it collects.

What Information Should be Contained in a Privacy Statement?

1. The clear identity and contact details for the operator of the website
2. The purpose of collecting the data
3. The right of access to any personal data collected
4. The right of rectification or erasure
5. If the data collected can be released to a 3rd party – this should be made clear
6. The extent of the data collected
7. Whether the website uses cookies and the extent
8. If cookies are used, the visitor should be able to consent to their use or opt out



Quick Tip

If you operate a website and it uses cookies, or collects personal data, IP addresses or emails, your website needs a Privacy Statement.

You can use our [Privacy Statement template](#)



Understand the value of amazing content



7 Start selling...

So far, so good!

You've got your website built and have considered and included all the legal issues that go with that.

You've got a clear marketing strategy and you understand what you need to do to be compliant when marketing to your prospective customers.

So, now you're ready to start selling your goods or services online.

But before you do there are still several actions you need to take to really safeguard your business.

Let's touch on these now.

Your business terms and conditions...

If you're running a business that sells goods or services to customers, it's always a good idea to have Business Terms and Conditions in place to protect your online business and ensure your customers understand what product or service you are providing.

It will help clarify what the role and responsibilities of you and your customer are and reduce the chance of a dispute occurring.

It can also help to limit your liability if something goes wrong, secure your revenue streams and provide other important protections and limitations specific to your business.

Your business terms and conditions will be one of your most important contracts and should cover:

- how your customers or clients will pay for your product or service;
- the refund, repair or replacement process;
- how you will deliver the product or service;
- information and disclaimers about the product or service; and
- how parties will resolve a dispute.

Of course, your terms will differ depending on the type of business you run.

If you sell goods online, like most e-commerce businesses, you'll need a set of sale terms and conditions for your customers.

This would generally be provided online through a clickwrap agreement (i.e. the customer must click-to-agree before proceeding to purchase).

If you provide services, you'll need a client agreement or service terms which set out what you will and won't do for the customer as part of any engagement.

If your business is a marketplace, you'll need marketplace terms and conditions which set out your relationship with each side of the marketplace (i.e. buyers and sellers) as well as the relationship between the two sides.

You will find the right [terms and conditions template](#) for your business in our [resource hub](#).

Consumer rights apply...

Consumers often purchase goods that, for one reason or another, may be unsatisfactory.

That's why Irish consumer law contains a number of consumer guarantees. These are mandatory promises that every business, even yours, automatically make to consumers, regardless of any terms of sale or warranties your business provides.

Consumer rights in relation to defective products are afforded by a

combination of protections such as

- common law which protects against tort or civil wrongs such as negligence;
- the law of contract will also provide relief to the consumer in relation to defective products;
- legislation such as Liability for Defective Products Act 1991, the Civil Liability Act of 1961 and other more modern European legislation including directives and regulations

We touched on some of these in Chapter 5.

The key consumer guarantees that apply to online retailers include:

- the goods or services are of acceptable quality;
- the goods or services match any description provided; and
- the goods or services match the sample or demo model.

You must provide a consumer with a remedy or solution if your goods or services don't meet these guarantees.

The type of solution you must provide depends on the severity of the problem with your product – and whether or not the problem is a “major fault”.

A “major fault” includes when your product:

- has a defect that would have prevented someone from purchasing it;
- is dangerous;
- doesn't match the product description;
- lacks the functionality it should have

If the problem with your product is something major, a consumer has a right to ask you for either a replacement or a refund.

Whereas, if the problem is minor enough that you can fix it within a reasonable time (for example, a missing cable or power adaptor), you may choose to repair, replace or refund the item.

Your business cannot exclude, restrict or modify the consumer guarantees when you sell goods or services to the public.

Quick Tip

Make sure your front-line sales team, whether they are handling enquiries over the phone or through online chats, understand the basics of consumer law and consumer rights.

There are refund policies that also apply...

Your online business is obligated to offer a refund to a consumer if they change their mind.

The Consumer Rights Directive clearly states this.

The consumer is also entitled to a full refund if an item has a major fault i.e. one where the item does not work as it is supposed to.

Remember The Consumer Rights Directive (CRD)?

The CRD regulations give the consumer protections after they have bought goods or signed up for a service online, over the phone, at your doorstep or by post.

These protections give the consumer a statutory right to cancel within 14 days of receipt of the goods (sometimes called a cooling-off period), timeframes of 30 days for delivery if none are agreed and timeframes of 14 days for refunds from a business when they exercise their right to cancel.

Then there's getting paid...

When you sell your products or services online you want to make it as simple as possible for your customers to pay you.

Providing customers with the option to purchase your goods or services using a credit card is one of the quickest and easiest ways for you to get paid.

You will likely have come across a variety of payment processors available to help you do this.

But before selecting a payment processor for your business, it's a good idea to understand the legalities involved with accepting credit card payments online.

The best option available to help you easily accept credit card payments is by using an all-in-one third-party payment processor (e.g. Stripe or PayPal).

Alternatively, you may choose to use a merchant bank account in conjunction with a payment gateway or processor (a third-party service that authorises payment processing on your behalf).

Picking either one of these options may mean you need to comply with Irish privacy laws, the PCI DSS and the terms of service of the merchant bank or payment processor.

What is the PCI DSS?

The PCI DSS is a set of standards developed by major credit card companies to protect against credit card scams and fraud.

While third-party payment providers will provide reasonable security measures, you have ultimate responsibility for complying with the PCI DSS.

This makes it all the more important that you implement industry standard security measures, such as firewalls, encryption software and antivirus software, to protect sensitive credit card information.

If nothing else, make sure any operating system software is up to date.

Consider using a third party payment processor...

Third-party payment processors are a cheaper option than personal merchant bank accounts if your business doesn't handle a large volume of transactions.

All-in-one third-party payment processors such as Stripe or PayPal provide:

1. **the payment gateway** for you to accept credit cards online (customers can enter their credit card details on your checkout page)
2. **credit card processing services** (Stripe contacts Visa or Mastercard to authorise the relevant transaction and once received, ensures that funds enter the correct bank account)
3. **an aggregated merchant bank account** (Stripe processes the transactions on your behalf through its own merchant account and then distributes the funds into your regular business account)

Your need for a personal merchant bank account is therefore minimised by using a third-party payment processor, as they have their own aggregated merchant bank account.

Merchant bank accounts are also an option...

Merchant bank accounts are similar to regular bank accounts, except they exist for the primary purpose of holding funds collected from credit and debit card sales.

They still require a payment gateway to transmit the customer's credit card information between the website and the merchant account.

Once the funds are in the merchant account, they are transferred out to a regular business bank account.

Using a merchant bank account means that you are likely to have greater control over when funds from credit card payments are sent to your standard

bank account.

This can help with managing cash flow.

If you are processing a higher volume of transactions, you may be able to negotiate lower transaction fees with your merchant bank account.

5 TIPS TO MAINTAINING A STEADY CASH FLOW

An online business' success depends on positive cash flow.

Making sales should be your primary focus, but ensuring you have sufficient cash to finance your inventory and pay your team members is also essential.

Whether you are opening a brick-and-mortar or click-to-order store, here are five tips to help you maintain your cash flow.

1. Automate your invoices

Staying on top of your invoices is critical to keeping your cash flow steady.

Cloud-based accounting software can help you automate your invoicing process.

Platforms like Xero can notify you when payments have been received, send invoice reminder emails to customers and notify you when invoices are overdue.

This will reduce the cost of collecting invoices and reduce your accounts receivable.

2. Manage your inventory properly

Holding too much inventory can tie up cash – especially if you are trading goods that are highly priced.

It can also increase associated costs such as insurance and storage costs. Inventory management software can help you keep track of your bestselling and most profitable products.

It will also keep you up-to-date on stock levels and can automate the re-ordering process.

3. Get paid promptly

Unfavourable payment terms lead to countless cash flow issues for small business owners.

To free up vital cash for your business, you should request that your customers make payment within 7 or 14 days.

At the same time, negotiate with your suppliers to extend payable terms to 30 or 60 days.

These are common payment terms, so they should be acceptable, but take care to maintain positive relationships with your customers and suppliers.

4. Monitor your cash flow closely

Make sure you check your cash flow on a weekly basis to stay on top of potential challenges such as seasonal downturns in sales and tax or superannuation payments.

It's also a good idea to review your business performance against forecasts on a monthly basis.

If cash flow is tight, experiment with solutions such as offering discounts for early payment or negotiating longer terms with suppliers.

5. Financing options

Securing access to funding before you encounter cash flow issues is a good way to ensure your cash flow needs are managed.



Listen to your customers



8 Dealing with customers and suppliers...

From resolving customer complaints swiftly to identifying trusted suppliers, a big key to your business success will be how you deal with people.

We're all guilty of trying to avoid conflict.

We've all said those inimitable words "Tell them I'm busy..." when that call comes through from an irritated customer or supplier.

Been there. Done that!

But the reality is that all businesses get these types of calls.

It's how you deal with these calls that really can set your business apart.

It's all about relationships...

Your relationships with external stakeholders such as customers and suppliers will continue to become more important in driving your business's success as you grow.

Commercial considerations will largely drive how you source suppliers, so it is important you are familiar with what you want from the relationship.

For example:

- How will you ensure consistent product quality?
- Who is responsible if product quality is below standard?
- Does the supplier require a minimum order?

- Will you pay upon receiving the goods?
- What happens if the supplier sells out or discontinues particular stock?
- How can you compare suppliers?

Your legal documents, namely your **Supply Agreement**, your **Distribution Agreement** and your **Terms and Conditions**, should address issues around quality, payment and subcontracting, so that most, if not all of the issues, raised by customers and suppliers have been legally set out.

Addressing early on how you will deal with suppliers will ensure you protect your business and comply with any relevant laws.

But disputes will arise...

Even the best managed businesses can sometimes find themselves in dispute with customers and suppliers.

Resolving disputes can take a lot of time and effort, which could also affect running your business.

These types of disputes are tricky for a number of reasons:

- You can lose a customer and all of the revenue that the relationship might have generated going forward
- There are reputational risks, which are a particular issue if your business has a social media presence
- If the dispute is with a supplier, you may need to find a new organisation to work with, which can have significant cost implications
- If the dispute is very serious, you could get sued or find yourself needing to sue someone, and
- A dispute will take time away from the most important thing for any founder - running your business.

Disputes commonly arise because of a difference in expectations between you and your customers.

A customer may be upset because what they thought your business would provide, the quality of the product or the delivery speed differed to their expectations.

Disputes will unlikely begin with a letter threatening legal proceedings.

It is much more likely that you will get a call or an email from the person who is unhappy asking for you to fix whatever the problem is or to refund their money.

The reasons that a dispute with a customer may arise will depend on what your business does.



Quick tip

Ensure your business terms and conditions include suitable limitations of liability and warranties as to the level of service or quality of product you provide to limit your risk.

Doing this can provide you with some measure of protection if a customer tries to sue you for damages they claim to have suffered as a result of a failure in the product/service you have provided.

Help avoid disputes...

1. Confirm details in writing

Most disputes occur because there is no clear agreement, contract, policy or procedure in place for parties to refer to.

This can be avoided by having a written agreement or contract in place before you supply (or buy) goods or services.

Make sure that all terms, including payment details, are included in the agreement and that it is signed by all parties involved.

It is advisable to seek legal help when you are developing contracts.

2. Read contracts before signing them

If you sign a contract you will usually be bound by its terms and conditions.

Make sure that you read and understand all contracts before signing and seek legal or other professional advice if you do not understand any of the terms.

Under no circumstances should you rely on information from the other party as to the meaning and effects of the contract.



Quick Tip

If you don't understand it, don't sign it.

3. Develop good communications and relationships

Having good communication and relationships with your customers and suppliers will help to avoid disputes.

Make sure they know how to provide feedback to you if something is not right and, if you do receive complaints, make sure you deal with them promptly.

Be honest with your customers if your business is at fault.

And don't ignore problems – it will only make matters worse.

4. Be organised

Keep copies of all signed agreements and contracts in one place so they are easy to find.

5. Train your staff

Your staff should be trained in how to handle customer complaints or negative feedback.

Document a complaint handling process for staff to refer to if required.

Quick Tip

Ensure that all your staff are aware of the scope of their authority to enter into contracts on your behalf

6. Know your legal obligations

There are many legal obligations you must be aware of when operating a business.

It is important to understand and comply with these obligations in order to avoid disputes and additional costs for your business.

7. Seek help early

Don't wait for a problem to occur.

Seek assistance from you lawyer, accountant or professional business adviser to ensure you have good systems in place to minimise the potential for disputes.

To find out more about handling disputes visit our **Handling Disputes and Disagreements hub**

The customer centric approach...

If you want your business to succeed long-term, the majority of disputes will require a customer-centric approach.

Offering discounts, free services and other commercial resolutions will go a long way so it is sensible to think about your approach to retain dissatisfied customers.

For example, Uber employs teams of 'customer happiness officers' who will not hesitate to refund a user for anything less than stellar service.

If the worst-case scenario does happen, and you find yourself in a situation where a customer is threatening to commence proceedings against you, you have two options:

- settle on commercial terms (ideally recorded in a formal deed of settlement),
or
- go to court.

Court proceedings are very expensive, can take years to finalise, and can be disastrous from a PR perspective.

If you are considering going down this route, make sure you are doing so for the right reasons and that you have spoken with a lawyer about your prospects for success.

A CUSTOMER CENTRIC APPROACH TO DISPUTE RESOLUTION

Offer a discount



Refund the service or good



Offer a free upgrade



Train staff on dispute resolution processes



Open up communication channels



Give personalised attention



Resolve quickly



**Pursue your
passion**



9 Build and protect your brand..

Brands like Apple, Netflix and Nike are instantly recognisable – we know from their name and logo what they sell.

Your brand is your most valuable asset and will be a key driver in attracting and maintaining customer engagement with your online business.

Your logo and your brand...

For an online business, your identity must extend beyond a compelling name into a strong, recognizable brand.

You won't have a brick-and-mortar shopfront or smiling employees to help you communicate authority, seriousness and strength, so your brand must do that for you.

What do we mean by brand?

We're talking about your logo design, colour palette, font choices, and all that visual jazz.

Consider a trademark...

A **trademark** is a sign used to distinguish your goods or services from those of your competitors.

One exists whether it is registered or not, but registration provides you with stronger rights that you would not otherwise have.

For example, it is easier to licence your registered trademark and take legal action against someone who infringes your mark.

A business name and logo are two different trademarks.

This means you will submit two applications to the Intellectual Property Office Ireland (IPOI) and pay two sets of fees.

When you register a word trademark, for example your business name, you are protecting the word or phrase.

If you choose to register your logo, you are protecting the image and its overall impression, taking into account the shape, orientation and configuration.

If your logo is just a stylistic representation of your name, then you may be sufficiently protected by registering the name or phrase only as a trademark.

However, if your logo has a distinctive appearance that is key to your branding, you should also consider registering the image to ensure maximum protection of your intellectual property.

When it comes to protecting your brand, you can't register generic words that are commonly used to describe a type of business such as "online grocery store".

You are also prohibited from registering geographic names, the names of international organisations and offensive marks.

Once you've picked a name you like, and that isn't in use or registered by someone else, apply for the trademark.

You can find out more about trademarks in our [Intellectual Property hub](#).

What's the difference between registering a business name and a trademark?

Different legal rights attach to a business name and a trademark and it's important for you to know what each type of registration protects.

Registering a business name simply shows that you are operating your business under that name.

On the other hand, registering a trademark gives you the exclusive right to use the name and stop others from trading under the same name.

Registering your trademark...

1. Decide what trademark you want to register

Many business owners fail to make this key decision during the early stages of their business.

You should consider whether you want to register:

- your business name;
- your logo; or
- another aspect of your business, such as product or service

Quick Tip

When you apply for trademark registration, the Intellectual Property Office of Ireland (IPOI) will assess your application against specific criteria. Generally, this means looking at whether your proposed trademark is distinctive and original.

Trademarks that are too generic or simply describe the type of goods and services you provide are unlikely to be accepted by IPOI. The more original your trademark is, the more likely it is to be accepted

2. Conduct a trademark check

A Trademark lawyer in LawPlus can assist you with completing a thorough search to ensure that your chosen trademark is:

- Available; and
- Not too similar to another business' registered trademark

Quick Tip

Conducting searches is not as simple as a Google search. Trademark lawyers check the exact combination of words as well as similar combinations of words.

They can also check overseas databases. This will be necessary to ensure you will not infringe on any trademarks registered in other countries if you will be trading on the internet.

3. Choose the relevant classes

Under the Nice Classification, there are 45 different classes that a trademark can be registered under.

The classification consists of 34 classes of goods (classes 1-34 inclusive) and 11 classes of services (35-45 inclusive).

Identifying the correct class or classes can be a time-consuming process.

It is important to obtain professional advice from a trademark specialist because you will be unable to enforce a trademark registered in the wrong class.

When selecting the appropriate class, consider whether you:

- Need to choose broad classes in anticipation of your business's growth or might you be better off selecting more specific classifications;
- Have considered the main focus of your brand (you should only register trademarks for goods and services you want customers to recognize as part of your brand); and
- Are using your brand in all of your classifications (if you register a trademark

in a class but don't use it, IPOI could remove it from their database in the future).

4. File the application

An application must be made to the IPOI.

There are 10 sections to the Application Form which must be completed. You can apply for just one trademark or a series of trademarks.

If applying for a series of trademarks a maximum of six is permitted for each application.

The mere fact of filling a trademark application does not mean that it is, or will be, registered.

When an application is received, a filing date and an application number is assigned, and a filing receipt is issued.

5. Time limit

A registered trademark is active for 10 years, after which you must renew it.

You can renew it indefinitely.

If you find that a business name you want to use was previously registered but is now inactive, you may still be able to use that business name.

Download our FREE guide to [Protecting Your Intellectual Property](#)

For more information on templates and all things intellectual property visit our [Intellectual Property hub](#)

Website content...

Creating content for your target audience – whether it's a blog post, video on Facebook or photo on Instagram – can help search engines discover your website and ultimately, generate an interest in and sales for your business.

When producing content for your website it is important to keep in mind copyright law and your website terms of use.

Copyright

Copyright is an automatic right in Ireland and attaches to the material immediately after it is created.

Unlike in the United States for example, you don't need to register the copyrighted work.

At the idea stage, there is no copyright; it is only once the idea is expressed in some sort of creative or artistic work that copyright applies.

As the content creator the onus is on you to actively protect and enforce your right.

If you find someone else is using your material and they question the ownership of that material, it's useful to keep a record of the process you undertook when creating the content.

A copyright notice can help you clearly communicate your copyright ownership to others.

A copyright notice is a short line of text that lets the public know that your work is protected by copyright law and is not to be copied.

Place copyright notices on any of your material, including your website.

Here's an example of a standard copyright notice you can place in the footer of your website:

Copyright © 2021 [Company name]. All rights reserved.

Learn more about [Copyright Notices](#)

Website terms of use

Another way to protect your content online is to have a Website Terms of Use.

This legal document sets out the permissible and prohibited conduct in the use of your website.

A well-drafted website terms of use document will include clauses to protect copyrighted material, website content and intellectual property rights.

It will tell visitors who owns the copyright material and what they can do with content or information.

It also limits your liability for the information it contains, through disclaimers.

The 'Website Terms of Use' that best apply to your business will be determined by the Business Model you are following.

There is no 'one size fits all'.

To find out more about the best 'Website Terms of Use' for your business check out our [Website hub](#)

You can use one of our [website terms of use templates](#) to create your own.



**Dominate
your niche**



10 Final word

Irish entrepreneurs continue to identify unmet market needs and take the plunge to launch their own online business.

This undoubtedly has a positive impact on the business community and the economy-at-large.

We are especially heartened to see how an online presence can connect customers with online businesses in rural and regional Ireland and indeed further afield.

The market demand for online products and services is growing, so it's a good time to start an online business – whether that's after work on the side or quitting your day job.

LawPlus has helped many clients to launch their online business locally and to scale globally.

As an online business ourselves, we have navigated the same challenges set out in this guide and know first-hand the rewarding feeling of achieving your first online sale.

We are proud to support Irish innovation and entrepreneurship.

This sector will be increasingly important as the nation continues to shift to technology-driven businesses.

We look forward to seeing entrepreneurs and business owners unlock new opportunities, deliver new value for customers and enhance Ireland's competitiveness in the online space.

SECURE YOUR BUSINESS, EMPLOYMENT AND HR LEGALS

With access to the RIGHT help, resources and guidance, protecting your business from significant legal problems does NOT have to be boring, time consuming, overwhelming, stressful... or expensive.

Get unlimited access to ‘all you can eat legal’s’ by signing up to our Membership Hub today

- Well written legal templates for both business and employers
 - Easy-read Guides to help you understand the law
- Step by step guides which help you through those difficult legal issues
 - ‘How To’ video tutorials, checklists and training webinars
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 - Deal with employment issues with confidence
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