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Website terms and conditions in South Africa: what the ECT Act and CPA require

If you sell goods or services to consumers through your website, section 43 of the Electronic Communications and Transactions Act (ECT Act) requires you to publish a specific list of information, from your full business details to prices, delivery, returns and your privacy policy. Consumers also get a seven-day cooling-off right for most online purchases. And under the Consumer Protection Act (CPA), your terms must be in plain language, fair, and must draw attention to any clause that limits your liability.

REVIEWED BY THE ELS TEAM

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AT A GLANCE

- Online sellers must publish the **section 43 information list** on their website.
- If you don't, the consumer can **cancel within 14 days** of receiving the goods or services.
- Consumers can cancel most online purchases within **seven days**, without reason or penalty.
- Liability limits must be **conspicuous and in plain language** under the CPA.

Do you need website terms and conditions?

If you sell online to consumers, the ECT Act effectively requires them, because the disclosures it demands have to sit somewhere on your site. Even if you don't sell online, terms of use set the rules for your site, protect your content and limit your liability for how people use what you publish.

Chapter VII of the ECT Act protects consumers who are natural persons, so business-to-business sales aren't covered by these specific rules. Most online stores and service businesses sell to individuals, so they are.

What section 43 requires you to publish

A supplier offering goods or services online must make this information available on the website where they're offered:

CATEGORY	WHAT TO SHOW
Who you are	Full name and legal status; for a company, registration number, office bearers and place of registration
How to reach you	Physical address and phone number; website and email; the physical address where you accept service of legal documents
Industry bodies	Any self-regulatory body you belong to, and any code of conduct you follow and how to access it
What you sell	A description of the main characteristics, enough for an informed decision
What it costs	The full price, including transport, taxes and any other fees
How the deal works	Payment methods; the terms, guarantees and how to access and save them; delivery timing; the minimum term for recurring services
After the sale	How to keep a record of the transaction; your returns, exchange and refund policy; any dispute resolution code
Security	Your security procedures and privacy policy for payment and personal information

CATEGORY	WHAT TO SHOW
Cooling-off	The consumer's cooling-off rights under section 44, where they apply

You must also let consumers review the whole transaction, correct mistakes and withdraw before they finally place the order.

> **The penalty.** If you don't comply with these requirements, the consumer may cancel the transaction within 14 days of receiving the goods or services.

The seven-day cooling-off right

Under section 44, a consumer can cancel most online purchases without a reason and without penalty:

- **Goods:** within seven days after receiving them.
- **Services:** within seven days after the agreement is concluded.

The only charge you can pass on is the direct cost of returning the goods, and any payment must be refunded within 30 days of cancellation. Some transactions are excluded under section 42(2), such as goods made to the consumer's specifications, perishable goods, and some accommodation, travel and leisure bookings. The section 43 disclosures still apply to them.

What the Consumer Protection Act adds

- **Plain language (section 22).** Terms must be understandable to an ordinary consumer.
- **No unfair terms (section 48).** Excessively one-sided, unreasonable or unjust terms can be struck down.
- **Notice of risky terms (section 49).** Clauses that limit your liability, shift risk to the consumer or require an indemnity must be drawn to the consumer's attention, conspicuously and in plain language, before they agree.
- **Prohibited terms (section 51).** Some terms are void outright, such as making consumers waive their CPA rights.

What good website terms usually cover

- The section 43 disclosures, or links to where they appear.
- Ordering, acceptance and payment; delivery, risk and ownership.
- Returns, refunds, cancellations and the cooling-off right.
- Warranties, including the CPA's implied warranty of quality.
- Limitation of liability, drafted and highlighted to meet section 49.

- Intellectual property, acceptable use, and how terms change.
- Governing law, dispute resolution, and a link to your POPIA privacy notice.

Five common website terms mistakes

1. **Copying a foreign template.** US or UK terms won't contain the section 43 list and often include terms the CPA doesn't allow.
2. **"We may change these terms at any time without notice."** Against consumers, this one-sided clause is risky under the CPA.
3. **Burying the liability cap.** A limitation hidden in dense text may not survive section 49.
4. **No real acceptance.** Terms nobody has to see are hard to enforce. Use a click-to-accept step at checkout.
5. **Terms that don't match how you trade.** A returns policy your team doesn't follow is a complaint waiting to happen.

Frequently asked questions

Do I need terms and conditions if I only have an information website?

The section 43 list applies to online sales. Without sales it's not strictly required, but terms of use still protect your content and limit liability, and a privacy notice is required if you collect personal information.

Does the cooling-off right apply to digital products and services?

For services, the seven days run from when the agreement is concluded. But section 42(2) excludes services that begin, with the consumer's consent, before the seven days end, so tell consumers upfront if access starts immediately. Goods that are personalised or can't be returned by their nature are also excluded.

Can I refuse refunds?

Not on transactions covered by the cooling-off right, and not for defective goods covered by the CPA's quality warranty. You can set a fair policy for change-of-mind returns outside those rights.

Do the ECT Act rules apply if I sell only to businesses?

Chapter VII of the ECT Act protects consumers who are natural persons. Business sales are governed mainly by your contract terms.

Get website terms that meet South African law

The ELS Website Terms & Conditions set the rules for your site with the disclosures South African e-commerce law expects. For everything a website needs, the Web & Online Pack adds your privacy notice and the full POPIA set. Not sure what you need? Take the free Legal Health Check.

VIEW WEBSITE TERMS | SEE THE WEB & ONLINE PACK

INFORMATION, NOT ADVICE

ELS provides legal information, not legal advice. Nothing in this guide creates an attorney-client relationship. For advice on your specific situation, consult a qualified attorney. The law is stated as at 16 October 2026.

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Attorney-drafted legal documents and plain-English legal information for South African businesses. Not sure what your business needs? Take the free Legal Health Check.

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