

Chapter 1

Application and general provisions

1.5 Application: electronic media and E-Commerce

Application to electronic media

- 1.5.1

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■ GEN 2.2.14 R (References to writing) has the effect that electronic media may be used to make communications that are required by the *Handbook* to be "in writing" unless a contrary intention appears.
- 1.5.2

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For any electronic communication with a *customer*, a *firm* should:

(1)

have in place appropriate arrangements, including contingency plans, to ensure the secure transmission and receipt of the communication; it should also be able to verify the authenticity and integrity of the communication; the arrangements should be proportionate and take into account the different levels of risk in a *firm's* business;

(2)

be able to demonstrate that the *customer* wishes to communicate using this form of media; and

(3)

if entering into an agreement, make it clear to the *customer* that a contractual relationship is created that has legal consequences.
- 1.5.3

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Firms should note that ■ GEN 2.2.14 R does not affect any other legal requirement that may apply in relation to the form or manner of executing a *document* or agreement.
- 1.5.4

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