Isle of Anglesey ("IoACC") Terms of Business for the on-line Purchase of Goods or Services from IoACC

1. These terms

1.1 What these terms cover. These are the terms and conditions on which we supply services to you, whether these are goods or services, which are payable from our fees and charges booklet.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms please contact us to discuss.

2. Information about us and how to contact us

2.1 Who we are. We are the Isle of Anglesey County Council.

2.2 How to contact us. You can contact us by telephoning our main council number at 01248 750057 and choosing the relevant service or by writing to us at Isle of Anglesey County Council, Council Offices, Llangefni, LL77 7TW.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you using your preferred method of communication and in your preferred language of either Welsh or English.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails or texts.

3. Our contract with you

3.1 How we will accept your order. Our acceptance of your order will take place when we email you to accept it and issue a service request number, at which point a contract will come into existence between us.

3.2 If we cannot accept your order. If we are unable to accept your order according to the Terms and Conditions for each particular payment, we will inform you of this in writing and will not charge you for the service. This might be because of unexpected limits on our resources that we could not reasonably plan for, or because we have identified an error in the price or description of the goods or services or because we are unable to meet a delivery deadline you have specified.

3.3 Your Service Request Number. We will assign a Service Request number to your order. It will help us if you can tell us the Service Request number whenever you contact us about your order.

3.4 We only supply to the Isle of Anglesey. We are a County council, and accordingly, our website is solely for the promotion of our goods and services on the Isle of Anglesey. Unfortunately, we only accept orders for delivery addresses on the Isle of Anglesey, unless otherwise stated on the online form or on our website.
3.5 Any order you submit on our website shall be regulated under our Data Processing Policy and our Website Terms of Use.

4. Goods and Services

4.1 Goods and services may vary slightly from their pictures. The images of the goods and services on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the goods. Your goods and services may vary slightly from those images.

5. Our rights to make changes

5.1 Changes to the goods, services and charges. These may be changes:

   a) to reflect changes in relevant laws and regulatory requirements; and
   b) to implement minor technical adjustments and improvements, for example to address a security threat.
   c) Budgetary requirements

6. Providing the goods and services

6.1 Delivery costs. The costs of delivery will be as displayed to you on our website.

   a) When we will provide the goods and services. When we receive an order from you, we will endeavour to provide the goods or services within a reasonable period of time. If the services are ongoing services or subscriptions, we will also tell you during the order process when and how you can end the contract.
   b) If we supply goods we will deliver them to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your payment.
   c) If it is a one-off service. We will begin the service within 30 days after the day on which we accept the payment.
   d) If it is ongoing goods or services, we will supply the goods or service to you within 30 days after the day on which we accept the payment and until either the goods or service is completed or the subscription expires (if applicable) or you end the contract as described in clause 7 or we end the contract by written notice to you as described in clause 9.

6.2 We are not responsible for delays outside our control. If our supply of the goods or services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay of over 30 days (“Performance Deadline”) you may contact the relevant service to end the contract, and receive a refund for any goods or services you have paid for but not received. Any request for a refund must be raised by the customer within 2 weeks after the Performance Deadline. Any request for a refund received late will be only be refunded at our discretion.
6.3 **If you are not at home when the goods or service are delivered.** If no one is available at your address to take delivery, we will leave you a note informing you of how to rearrange delivery.

   (a) If access is required and a date/time has been agreed – no refund will be available
   (b) If access is not required the goods and services will be delivered

6.4 **If you do not allow us access to provide services.** If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 9.1 will apply.

6.5 **What will happen if you do not give required information to us?** We may need certain information from you so that we can supply the goods or services to you, for example, your address. If so, this will have been stated in the description of the services on our website. We will contact you in writing to ask for this information. If you do not give us this information within a 5 working days of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 9.1 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the goods or services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

6.6 **Reasons we may suspend the supply of services to you.** We may have to suspend the supply of a goods or services to:

   a) deal with technical problems or make minor technical changes;
   b) update the goods or service to reflect changes in relevant laws and regulatory requirements;
   c) make changes to the goods or service as requested by you or notified by us to you (see clause 5).

6.7 **Your rights if WE suspend the supply of goods or services.** We will contact you in advance to tell you we will be suspending supply of the goods or service, unless the problem is urgent or an emergency. If we have to suspend the goods or service for longer than 30 days in any 12 month period we will adjust the price so that you do not pay for goods or services while they are suspended. You may contact us to end the contract for a goods or services if we suspend them, and we will refund any sums you have paid in advance for the goods or service in respect of the period after you end the contract.

6.8 **Welsh Language** you are entitled to receive your service in Welsh or English and will receive the same standard of service in both languages.

7. **Your rights to end the contract**

7.1 Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

   a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the goods repaired or replaced or a service-re-performed or to get some
or all of your money back), see clause 11 if you are a consumer and clause Error! Reference source not found. if you are a business;

b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2;

c) If you are a consumer and have just changed your mind about the goods or services, see clause 7.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the restocking costs;

7.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:

a) we have told you about an error in the price or description of the goods or service you have ordered and you do not wish to proceed;

b) there is a risk that supply of the goods or services may be significantly delayed because of events outside our control;

(c) we have suspended supply of the goods or services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 days.

7.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer then for most goods or services bought online with a value of £42 or more, you have a legal right to change your mind within 14 calendar days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

7.4 When consumers do not have a right to change their minds. Your right as a consumer to change your mind does not apply in respect of:

a) goods or Services costing less than £42;

b) digital services after you have started to download or stream these;

c) services, once these have been completed, even if the cancellation period is still running;

d) goods sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;

e) sealed audio or sealed video recordings or sealed computer software, once these services are unsealed after you receive them; and

f) any goods which become mixed inseparably with other items after their delivery.

7.5 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 7.1), you can still end the contract before it is completed. A contract for goods or digital content is completed when the goods or service is delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end the contract in these circumstances, just contact us to let us know. The contract will not end until 1 calendar month after the day on which you contact us. We will refund any advance payment you have made for services which will not be provided to you. For example, if you tell us you want to end the contract on 4 February we will continue to supply the service until 3 March. We will only charge you for supplying the service up to 3 March and will refund any sums you have paid in advance for the supply of the service after 3 March.
8. How to end the contract with us (including if you are a consumer who has changed their mind)

8.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:
   a) Phone or email. Phone or email – Call the council on 01248 750057 and choose the relevant service
   b) Online. Complete the general enquiry form on our website or AppMON and choose the relevant service from the dropdown list. Please provide your name, home address, details of the order, Service Request number and where available your phone number and email address, so that we can send you a confirmation of the cancellation.
   c) By post. Write to us at Isle of Anglesey County Council, Council Offices, Llangefni, LL77 7TW, including details of what you bought, when you ordered or received it and your name and address.

8.2 Returning goods after ending the contract. If you end the contract for any reason after good have been dispatched to you or you have received them, you must return them to us. You must either return the goods by posting them back to us or (if they are not suitable for posting) allow us to collect them from you.

8.3 What we charge for collection. If you are responsible for the costs of return and we are collecting the goods from you, we will charge you the direct cost to us of collection.

8.4 How we will refund you. If you are entitled to a refund under these terms and any specific Terms and Conditions with regard to the particular goods and services we will refund you the price you paid for the goods or services including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

8.5 When we may make a deduction from refunds if you are a consumer exercising your right to change your mind. If you are exercising your right to change your mind we may deduct from any refund an amount for the supply of the goods and services for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

8.6 When your refund will be made. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:
   a) Goods - If we have not offered to collect the goods, your refund will be made within 14 calendar days from the day on which we receive the goods back from you or, if earlier, the day on which you provide us with evidence that you have sent the goods back to us. For information about how to return goods to us, see clause 8.2
   b) In all other cases, your refund will be made within 14 calendar days of your telling us you have changed your mind.

9. Our rights to end the contract

9.1 We may end the contract if you break it. We may end the contract for goods or services at any time by writing to you if:
   a) you do not, within 5 working days of us asking for it, provide us with information that is necessary for us to provide the goods or services;
   b) you do not, within 5 working days allow us to deliver the goods or services to you or collect them from us;
c) you do not, within 5 working days allow us access to your premises to supply the services.

10. If there is a problem with the goods or services

How to tell us about problems. If you have any questions or complaints about the goods or services, please contact us. You can telephone us at 01248 750057 and choose the relevant service or write to us at Isle of Anglesey County Council, Council Offices, Llangefni, LL77 7TW or complete the general enquiry form on our website or AppMON and choose the relevant service from the dropdown list. Please provide your name, home address, details of the order, Service Request number and where available your phone number and email address.

11. Your rights in respect of defective goods or services if you are a consumer

If you are a consumer we are under a legal duty to supply goods and/or services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the services.

Nothing in these terms will affect your legal rights.

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<th>12. Summary of your key legal rights</th>
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<tr>
<td>Services - the Consumer Rights Act 2015 says:</td>
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<tr>
<td>a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.</td>
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<tr>
<td>b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.</td>
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<tr>
<td>c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.</td>
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13. Price and payment

13.1 Where to find the price for the goods or service. The price of the goods or service (which includes VAT) will be the price indicated on the online form when you placed your order.

13.2 What happens if we got the price wrong? It is always possible that, despite our best efforts, some of the goods or services we sell may be incorrectly priced. If the service's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

13.3 When you must pay and how you must pay. We accept payment with Visa Debit and Credit, MasterCard Debit and Credit and JCB. You must pay for the goods or services at the time of ordering.

13.4 We cannot accept liability if a payment is refused or declined by the credit/debit card supplier due to you quoting incorrect card details, or other reasons. If the credit/debit card supplier
declines payment, we are under no obligation to bring this fact to your attention. You should check with your bank/credit/debit card supplier that payment has been deducted from your account.

14. Our responsibility for loss or damage suffered by you if you are a consumer
14.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
14.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services.
14.3 When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
14.4 We are not liable for business losses. If you are a consumer we only supply the services for to you for domestic and private use. If you use the services for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 15.

15. Our responsibility for loss or damage suffered by you if you are a business
15.1 Nothing in these terms shall limit or exclude our liability for:
   a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
   b) fraud or fraudulent misrepresentation;
   c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
   d) defective services under the Consumer Protection Act 1987; or
   e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.
15.2 Except to the extent expressly stated in clause Error! Reference source not found. all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.
15.3 Subject to clause 15.1:
   a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
   b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 100% of the total sums paid by you for services under such contract.
16. How we will use your personal information. We will only use your personal information as set out in our Privacy Policy.

17. Other important terms
17.1 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause Reference source not found. in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

17.2 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.3 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

17.4 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer? These terms are governed by English and Welsh law and you can bring legal proceedings in respect of the services in the English and Welsh courts.