

## **Online Terms and Conditions**

### **Online services - terms and conditions**

These terms and conditions ('online terms') apply to all purchases of goods and services from, and all registrations, requests or applications to Mid Ulster District Council, made by you on this website.

### **Terms**

By requesting services, registering applications and purchasing any products or services from Mid Ulster District Council, you are agreeing to be bound by the website terms and these online terms.

Making payment for goods or services using a credit or debit card, your order will be processed by Sage pay or World pay. No credit card data is held by Mid Ulster District Council.

Mid Ulster District Council will treat all your personal details confidentially in accordance with the Data Protection Act 1998, and only use them for processing your request.

You should be aware that if Mid Ulster District Council is requested to release your details by any regulatory or government authority investigating suspected illegal activities, we are entitled to do so.

### **Payment**

Payment will normally take a minimum of two working days to reach the account to which you are making a payment (this includes time for payment to be notified to Mid Ulster District Council).

Mid Ulster District Council does not accept liability for payment not reaching the intended account due to a customer quoting an incorrect account number.

### **Pricing**

The price you pay is the price displayed on this website at the time you placed your order, and this price will remain valid until the goods and services are supplied or until the order has been cancelled.

### **Refunds and cancellation policy**

- Upon receipt of your order or online application for a service, Mid Ulster District Council shall send you an acknowledgement invoice by email.
- If you have ordered a product from Mid Ulster District Council and we are unable to supply the products you have ordered for any reason, we will issue you with a refund (including any postage and packing charge) within 30 days of your order, by crediting the card with which you paid for your order.
- If the products which Mid Ulster District Council delivers to you are not what you ordered or are damaged or defective in any way, we will either (at your request) refund you the amount paid for the products (including any postage and packing charge) or replace the products you received with products which conform to the ones you ordered.

- You will need to return the original item before a refund can be issued or a replacement sent to you. We will also refund the cost of return postage (by cheque), provided you supply a receipt.
- If you cancel your order for a product, and you are already in receipt of the goods, you are responsible for arranging and paying for the return of the products to Mid Ulster District Council. We will refund the money you paid for the products (excluding any postage and packing charge) within 30 days of notice from you that you have cancelled your order.
- You must take reasonable care of the products while they are in your possession, and ensure that they are returned in the same condition as when they were received by you.

### **Complaints**

If you have a complaint about our online services facility, you can contact us by email, telephone, or online. Our Customer Service Policy is available on our 'contact us' page.

### **Delivery**

Items will be delivered to you within the delivery timescales specified as part of the product details.

### **Confirmation of payment**

Confirmation of your payment or application will be displayed on your screen after you successfully complete the transaction, once the transaction has been authorised and accepted. We recommend you print out this confirmation, as evidence of your transaction.

If an email address has been provided by you, confirmation will also be sent to you by email. We recommend you keep a copy of this email for your records.

### **Disclaimer**

While Mid Ulster District Council makes every effort to maintain the accuracy of the information on its website, it disclaims any warranty or representation, express or implied, about accuracy, completeness or appropriateness for a particular purpose.

### **Limitation of liability**

In no event will Mid Ulster District Council, its suppliers, or other third parties mentioned at this site be liable to you for any damages whatsoever (including, without limitation, those resulting from lost profits, lost data or business interruption) arising out of the use, inability to use, or the result of use of this site, any websites linked to this site, or the materials or information contained at any or all such sites, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages.

### **Misuse**

Misuse of a credit card or debit card, or use without the authorisation of the legal holder of the credit card or debit card, will be dealt with in the most serious manner and Mid Ulster District Council reserves the right to take legal action against those committing or attempting to commit online fraud.

**Discretion to reject or hold payments**

Mid Ulster District Council reserves the right to refuse to process payments in respect of users with a prior history of questionable charges.

Mid Ulster District Council may at its sole discretion do such checks as it deems fit before processing a credit card payment or bank transfer from you, for security purposes.

As part of such checks, we may disclose personal data to third parties for the purpose of carrying out these security checks. In the event that we are not satisfied as a result of these security checks, with the details you have provided, we will have the right to reject your payment.

You acknowledge and agree that Mid Ulster District Council will not be liable for any damages resulting from our decision not to process a payment made through our online payment facility.

**Reservations**

We reserve the right to modify or withdraw all or any part of this website without notice, and you confirm that we will not be liable to you or any third party in these circumstances.

We further reserve the right to change any of these online terms and your continued use of the website, following any changes, shall be deemed to be acceptance of the changes.

**Indemnity**

You agree to indemnify Mid Ulster District Council against all claims, damages and expenses arising out of any breach of these online terms, and any other liability arising out of your use of this website.

**Law**

These terms and conditions shall be governed by and construed in all respects in accordance with the law of Northern Ireland, and you and Mid Ulster District Council submit to the jurisdiction of the courts of Northern Ireland.

**Additional information****Online service applications**

If you make an application online for a service which you subsequently cancel or withdraw, the application fee may not be refunded.

**The applicant**

Any applications for licensing, registration or approval must be made by the person legally responsible for the business.

If an application is completed on behalf of a partnership, they must be a partner in the said partnership. If it is completed on behalf of a company, they must be the company secretary, a director of the company or an officer of the company specifically authorised to make this application.

**Accuracy of information**

The information provided in any online application form must be truthful, accurate and complete. An application may be rejected if it is incomplete, misleading or untruthful and any accompanying fee may not be refunded.

**Supporting documentation**

Any online applicants will provide, upon the request of Mid Ulster District Council, the original of any scanned or emailed documents which have been attached to an application for the purposes of supporting it.

Such a request shall only be made where sight of the original document is deemed essential by the council. Failure to provide the original documents when requested will result in the application being rejected and any accompanying fee may not be refunded.