

Terms & Conditions relating to the Responsible Retailer Scheme

Interpretation

1.1 In these terms and conditions:

“Agreement” means this contract between (i) the Council and (ii) the Retailer made up of these terms and conditions and Schedule 1;

“Application Form” means the application form to be completed by the Retailer in order to access the Service;

“Confidential Information” means all information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all Personal Data and Special Categories of Data within the meaning of the Data Protection Legislation. Confidential Information shall not include information which:

- (i) was public knowledge at the time of disclosure (otherwise than by breach of clause 10 (Confidential Information; Disclosure of Information and Freedom of Information));
- (ii) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing party;
- (iii) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (iv) is independently developed without access to the Confidential Information;

“Data Guidance” means any applicable guidance, guidelines, direction or determination, framework, code of practice, standard or requirement regarding information governance, confidentiality, privacy or compliance with Data Protection Legislation (whether specifically mentioned in this Agreement or not) to the extent published and publicly available or their existence or contents have been notified to the Service Provider by the Council and/or any relevant Regulatory Body;

“Data Protection Legislation” means the General Data Protection Regulations and the Data Protection Act 2018 (together referred to as the Data Protection Legislation) and subordinate and subsequent legislation;

“Deliverables” means all documents, products and materials developed by the Council or its agents, sub-contractors, consultants and employees in relation to the Services in any form.

“Disclaimer” means the disclaimer set out in the Specification;

“EIR” means the Environmental Information Regulations 2004;

“Expiry Date” means when the Retailer’s membership comes to an end under clause 5.2;

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information

Authority or relevant government department in relation to such legislation and the Environmental Information Regulations 2004;

“Indirect Losses” means loss of profits (other than profits directly and solely attributable to the provision of the Services), loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature, whether arising in tort or any other basis;

“Law” means any law, statute, subordinate legislation bye-law, regulation, order, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements of any Regulatory Body or Relevant Authority with which the Service Provider is bound to comply;

“Losses” means all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services) proceedings, demands and charges whether arising under statute, contract or at common law but, excluding Indirect Losses;

“Membership Fee” means the charges payable by the Retailer to the Council for the Services as specified in the Specification;

“Party” means the Council or the Retailer (as appropriate) and “Parties” shall mean both of them;

“Personal Data” has the meaning given to it in the Data Protection Legislation;

“Personal Data Breach” has the meaning given to it in the Data Protection Legislation;

“Pre-existing Material” means all documents, materials and information provided by the Council relating to the Services which existed prior to the commencement of the Agreement;

“Retailer” means the person named as the Retailer in the Application Form;

“Services” means the services to be supplied by the Council to the Retailer under this Agreement as set out within Schedule 1;

“Specification” means the specification for the Services (including as to quantity, description and quality) as set out in Schedule 1;

“Special Categories of Data” has the meaning given to it in the Data Protection Legislation;

“Council” means Wolverhampton City Council;

“Term” means the period from the start date of this Agreement to the Expiry Date;

“VAT” means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and

“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2 General

- 2.1 The Services are managed and administered by Wolverhampton City Council.
- 2.2 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 2.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both of the Parties.
- 2.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 2.5 Any waiver or relaxation of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver.

3 Membership to the Responsible Retailer Scheme

- 3.1 The Retailer must complete the Application Form and pay any Membership Fee in advance to the Council and supply the required information under clause 8.5 in order for the membership to the Responsible Retailer Scheme to be valid;
- 3.2 The Retailer will pay any Membership Fee owing to the Council in accordance with clause 7 before the Services are commenced.
- 3.3 The Council are under no obligation to provide the Service until the Retailer has complied in full with Clause 3.1

4 Supply of Services

- 4.1 In consideration of the Retailer's agreement to pay the Membership Fee, the Council shall supply the Services to the Retailer for the Term subject to and in accordance with the terms and conditions of this Agreement.
- 4.2 The Council shall provide the Services and membership access to the Retailer as set out in Schedule 1 and in accordance with this Agreement.
- 4.3 In supplying the Services, the Council shall:
- 4.3.1 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice;
 - 4.3.2 ensure that the Services shall conform with all descriptions and specifications set out in the Specification; and

4.3.3 provide all equipment and other items as are required to provide the Services in accordance with the Specification.

4.4 The Council undertakes to ensure that only experienced and qualified officers provide advice, that the advice will be impartial and that all reasonable steps will be taken to ensure that it is correct at the time at which it is given.

4.5 The Retailer should take independent legal and professional advice for any specific issues the Retailer may have regarding the Retailer's particular business.

5 Term

5.1 The Agreement shall take effect on the start date of this Agreement which is when the Retailer completes the Application Form and pays the Membership fee in accordance with clause 3 and shall expire on the Expiry Date

5.2 The Membership Fee covers the Retailer having access to the Services for one calendar year unless they Retailer chooses to renew their membership in accordance clause 5.3

5.3 The Retailer may at their discretion renew their membership by paying the Membership Fee to the Council at least [one month] before the Expiry Date

6 Statutory Duties

6.1 Using the Services will not prejudice any future statutory inspection by the Council or otherwise.

6.2 The Council is empowered to enforce a variety of civil and criminal statutes. The Council has a duty to investigate any allegations of breaches of such legislation and the provision of the Services does not affect this duty in any way whatsoever.

6.3 Nothing in this Agreement prohibits the Council, or other local or central government authorities from taking legal action in line with statutory enforcement duties and in accordance with the Council's enforcement policy as amended from time to time.

6.4 The Council reserves the right to take enforcement action against any individual or business that neglects its legal obligations and/or deliberately sets out to harm the interests of consumers or other legitimate businesses.

7 Membership Fee and Payment

7.1 The Membership Fee for the Services shall be the option offered by the Council and accepted by the Retailer from those set out in the Specification. In the event that the Council agrees in writing to any variation to the scope of the Services, the Membership Fee shall be agreed in writing between the Retailer and the Council.

7.2 Payment is to be made to Wolverhampton City Council via bank card over the phone payment or by bank transfer.

7.3 All amounts stated are inclusive of VAT.

7.4 If there is a dispute between the Parties as to the Membership Fee, the Retailer shall pay the undisputed amount. Any disputed amounts shall be resolved through the dispute resolution procedure in clause 15.

7.5 If a payment of an undisputed amount is not made by the Retailer by the due date, then the Retailer shall pay the Council interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

7.6 In the event that the Retailer does not pay the Council in accordance with clauses 3.1, 7.4 or 7.5 above then the Council has the right either not to commence or to cease providing the Services to the Retailer until the outstanding amounts including VAT and interest are settled in full. Subject to clause 12 below the Council will not bear any liability to the Retailer as a result of the cessation of the Services in accordance with this clause.

7.7 The Council reserves the right to charge the Retailer additional sums if, due to circumstances reasonably unforeseen by the Council, additional advice is necessary. In the event that this occurs, the Council shall agree these extra charges with the Retailer in advance, before the additional advice is provided.

8 Retailer's obligations

8.1 The Retailer must comply with its obligations set out within this clause 8 and the conditions and obligations as set out in the Specification in Schedule 1

8.2 The Retailer shall:

- 8.2.1 co-operate with the Council in all matters relating to the Services;
- 8.2.2 provide the Council with reasonable access at reasonable times to its premises for the purpose of supplying the Services. The Retailer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements;
- 8.2.3 promptly notify the Council of any health and safety hazards which may exist or arise at the Retailer's premises and which may affect the Council in the performance of its obligations under the Agreement;
- 8.2.4 inform the Council of all health and safety rules and regulations and any other reasonable security requirements that apply at the Retailer's premises;
- 8.2.5 provide, in a timely manner, such information as the Council may require, and ensure that it is accurate in all material respects.

8.3 If the Council's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Retailer, its agents, subcontractors, consultants or employees, the Council shall not be liable for any costs, charges or losses sustained or incurred by the Retailer that arise directly or indirectly from such prevention or delay.

8.4 The Retailer shall be liable to pay to the Council, on demand, all reasonable costs, charges or losses sustained or incurred by the Council that arise directly or indirectly from the Retailer's fraud,

negligence, failure to perform or delay in the performance of any of its obligations under the Agreement, subject to the Council confirming such costs, charges and losses to the Retailer in writing.

8.5 In seeking to obtain the Services from the Council, the Retailer undertakes to provide details of the Retailer's business, including trading name/s, legal name, postal addresses, telephone numbers, email addresses, website addresses and the nature of the Retailer's business, as well as contact details for the person requesting the Services. The Services cannot be provided until this information is received.

8.6 The Retailer will provide the necessary up-to-date and accurate information and true to the best of the Retailer's knowledge and belief about the Retailer's business in order for the Services to be provided. The Council will only provide the Services on the basis of the information provided by the Retailer. The Retailer bears full responsibility for ensuring that all information provided to the Council is complete, accurate, true and up-to-date. Any false declarations made by the Retailer may result in prosecution.

8.7 The Retailer cannot, under any circumstance: -

8.7.1 share any Pre-Existing Materials to any other person or in relation to any other premises;
or

8.7.2 transfer any rights on termination or otherwise under these terms to another premises or person.

9 Intellectual Property Rights

9.1 As between the Retailer and the Council, all intellectual property rights and all other rights in the Deliverables and the Pre-existing Materials shall be owned by the Council.

9.2 The Council licences all such rights to the Retailer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary and to enable the Retailer to make reasonable use of the Deliverables and the Services. If this Agreement is terminated, this licence will automatically terminate.

9.3 The Retailer acknowledges that, where the Council does not own any Pre-existing Materials, the Retailer's use of rights in the Pre-existing Materials is conditional on the Council obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle the Council to license such rights to the Retailer.

9.4 The provision of the Services by the Council to the Retailer does not entitle the Retailer or the Retailer's business to claim any affiliation with or approval by Trade with Confidence or the Council. The Retailer is not permitted to use any of Trade with Confidence or the Council's logos.

10 Confidentiality; Data Protection and Freedom of Information

10.1 Subject to clause 10.2 below, each Party shall:

10.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

10.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

10.2 The Council may disclose Confidential Information which it receives from the Retailer to the extent that the Council (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions or if disclosure is required by applicable law or by a court of competent jurisdiction.

10.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Retailer hereby gives its consent for the Council to publish the Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Council may consult with the Retailer to inform its decision regarding any redactions but the Council shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

10.4 The Council does not guarantee the confidentiality of information it holds. The Council may receive requests under the FOIA, the Environmental Information Regulations 2004 or any other applicable legislation or codes that govern access to information and the Council may be under an obligation to provide such information on request. Such information may include matters relating to, or arising out of this Agreement.

10.5 The Retailer shall not make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Council.

11 Information Governance and Data Protection

11.1 The Parties must comply with Data Protection Legislation, Data Guidance, the FOIA and the EIR, and must assist each other as necessary to enable each other to comply with these obligations.

11.2 The Council will not keep information longer than is necessary and whilst in the Council's possession will safeguard the Retailer's personal information according to the requirements of the Data Protection Legislation.

11.3 The Council will use the information the Retailer has supplied only for the purposes of maintaining a record of the Services and invoicing. The information will be retained for 7 years.

12 Liability and Insurance

12.1 Nothing in the Agreement limits or excludes the Council's liability for:

- i. death or personal injury caused by its negligence;

- ii. fraud or fraudulent misrepresentation; or
- iii. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 or any other liability which cannot be limited or excluded by applicable law.

12.2 Subject to clause 12.1 the Council shall not be liable to the Retailer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:

- i. loss of profits;
- ii. loss of sales or business;
- iii. loss of agreements or contracts;
- iv. loss of anticipated savings;
- v. loss of or damage to goodwill;
- vi. loss of use or corruption of software, data or information;
- vii. any indirect or consequential loss.

12.3 In addition to the list in clause 12.2, the Council's liability is further limited as set out within the Disclaimer.

12.4 Subject to clauses 12.1 and 12.2, the Council's total aggregate liability to the Retailer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement shall be limited to 125% of the Membership Fee.

12.5 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.

12.6 Each of the Parties agrees that they will at their own cost effect and maintain appropriate policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Parties pursuant to this Agreement.

13 Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

14 Termination

14.1 The Council may terminate the Agreement at any time by giving one (1) months' notice in writing to the Retailer and the Council are under no obligation to refund the Membership Fee.

14.2 Other than where Term is near the Expiry Date, the Retailer may terminate the Agreement by giving one (1) months' notice in writing to the Council and by providing such notice the Retailer agrees to forfeit the Membership Fee paid.

14.3 Without prejudice to the other remedies or rights a Party may have, either Party may terminate the Agreement with immediate effect on written notice to the other Party if the other Party:

- i. is in material breach of any obligation under the Agreement which is not capable of remedy;
- ii. repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
- iii. is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the other Party receiving notice specifying the breach and requiring it to be remedied; or
- iv. is in breach of law which relates to their course of business.

14.4 If the Council terminates the Agreement pursuant to clause 14.3 above the Retailer shall immediately pay to the Council all of the outstanding unpaid Membership Fee and interest.

14.5 For the purposes of clause 14.3 the Retailer shall be deemed to be in material breach of its obligations if it has not paid any undisputed amounts within 28 days of them falling due.

14.6 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under any provision of the Agreement that either expressly or by implication has effect after termination.

14.7 Where the Membership is terminated, expired or suspended, the Retailer MUST in 2 working days remove all their Responsible Retailer Service membership materials from public view or anything which suggests any association with such.

15 Dispute Resolution

15.1 If the Retailer or the Retailer's business has any complaints or is not satisfied with the quality of the Services in the first instance the Retailer should telephone: 01902 551155 or email: trading.standards@wolverhampton.gov.uk.

15.2 In the event that any dispute is not resolved in accordance with clause 15.1, the Retailer shall then refer to Wolverhampton City Council's Complaints Procedure available on <https://www.wolverhampton.gov.uk/complaints> website and/or from the Retailer's local Council Office.

15.3 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and may agree to alternative dispute resolution, such as mediation. Either Party may exercise any remedy it has under applicable law.

16 Subcontracting

The Council reserves the right to sub-contract the provision of the Services or any part thereof to any person and shall give written notice of any sub-contract to the Retailer.

17 Notices

Any notice to be given under the Agreement shall be in writing and shall be sufficiently served by personal delivery, or by being sent by first class post in a registered letter to the address of the relevant Party set out in the, or such other address as that Party may from time to time notify to the other Party.

18 Severance

If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

19 Governing Law and Jurisdiction

The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

20 REVIEW

These "Terms and Conditions" will be subject to an annual review.

For further help or information please contact:

Phone: 01902 551155

E-mail: trading.standards@wolverhampton.gov.uk

Schedule 1 – Specification

The Responsible Retailer Scheme (RRS)

Scheme Objectives

The Responsible Retailer Scheme has been designed to:

- encourage businesses to work with Trading Standards to be part of the solution rather than working with them at the point of problem
- empower businesses to take preventative action to stop underage sales
- provide businesses with a comprehensive system to avoid the commission of an offence in the first place, known as the ‘due diligence defence’
- allow for annual audits to help support rising standards in our retailers.

Businesses that sign up with the scheme will:

- receive initial training on underaged sales and be provided with the literature that they need to operate the scheme (refusal books, warning posters, till prompts etc)
- have a “free” test purchase to test their systems at stopping the sale of underaged products
- be featured on the Council’s Trade With Confidence website as a Responsible Retailer for the duration of their Membership.

There is a “back stop” of legal action at any stage if the trader commits an egregious breach of the law - for example making an underaged sale and providing means for the alcohol to be concealed or turning off the CCTV for the duration of the sale. That legal action may be an investigation leading to a prosecution or a review of the premises licence through a sub-committee hearing, or even both.

The process can be summarised as follows:

Visit retailer, and if they agree to the Terms and Conditions and provide all the necessary details required by the Council:

- Sign up the retailer to the scheme for 12 months and take payment of **£165.00 + VAT (£198.00)** (include information on all staff etc)
- Provide materials to retailer; (scheme membership sticker and poster, refusals book, statutory notices, till prompts etc)
- Provide staff training; issue training certificates, agree staff training schedule
- Audit upon successful completion of staff training
- Audit to highlight areas of non-compliance and timeline with trader to remedy non-compliance
- Undertake a Responsible Retailer Scheme test purchase exercise (“Test Purchase 1”):

- **Pass Test Purchase 1:** Issue Responsible Retailer compliance certificate
- **Fail Test Purchase 1:** Record failed test purchase. Inform retailer of failed test purchase and review failure reasons with retailer
- If retailer fails Test Purchase 1, charge retailer **£96.25 + VAT (£115.50)** for a new test purchase (“Test Purchase 2”)
- Upon receipt of Test Purchase 2 fee, undertake second test purchase exercise:
 - **Pass Test Purchase 2:** Issue Responsible Retailer compliance certificate
 - **Fail Test Purchase 2:** Record failed test purchase. Inform retailer of failed test purchase. Suspend retailer from the scheme and from receiving a third test purchase for a period of three months. Such three months will run concurrently with the membership Term.
- If retailer fails Test Purchase 2, after suspension period of three months, charge retailer **£96.25 + VAT (£115.50)** for a new test purchase (“Test Purchase 3”)
- Upon receipt of Test Purchase 3 fee, undertake third test purchase exercise:
 - **Pass Test Purchase 3:** Issue Responsible Retailer Scheme compliance certificate
 - **Fail Test Purchase 3:** Record failed test purchase. Inform retailer of failed test purchase. Suspend retailer from the scheme and from receiving any further test purchases for a period of 6 months.
- All retailers successfully passing any test purchase exercise outlined above, will be featured on the Council’s Trade with Confidence website as a Responsible Retailer for the duration of their Membership.

Conditions of Membership to the Responsible Retailer Scheme (RRS)

As part of its role Wolverhampton City Council (“the Council”) will provide, on payment of the membership fee (and any additional fees) the following under this scheme:

- Staff Training on underaged sales
- Audit upon successful completion of staff training
- Audit to highlight areas of non-compliance
- Provision of posters and literature to support the schemes and free replacements throughout the year
- Agree timeline with trader to remedy non-compliance
- Undertake an RRS test purchase exercise. If your premises passes, a certificate of compliance will be issued
- Where an underage sale is obtained under a test purchase, we will inform the business and review the failure with the retailer: a charge **£96.25 + VAT (£115.50)** per new test purchase (“Test Purchase 2” or “Test Purchase 3”) will be made. Upon receipt of that fee, the test purchase will be conducted.
- Failure at a second test purchase will result in suspension from the scheme for 3 months. A failure at a third test purchase will result in suspension from the scheme for 6 months. See below for Suspension of Membership.

Suspension of Membership

To maintain the credibility and integrity of the Responsible Retailer Scheme, any member who fails three consecutive test purchases (“Test Purchase 1”, “Test Purchase 2” and/or “Test Purchase 3”) for age restricted products or is found to significantly breach trading law will be notified in writing that their membership is to be suspended.

The offending business will be instructed to remove from display on their premises any branding materials, i.e. the Responsible Retailer Scheme membership display sticker etc, which could mislead consumers into thinking the business is still an active member of the scheme. Failure to comply with this instruction will be considered to be a potential breach of the Consumer Protection from Unfair Trading Regulations 2008. This is a criminal offence.

Suspension from the Responsible Retailer Scheme will be for a minimum period of 3 months to a maximum of 6 months from the date of the alleged breach of the legislative provisions. Suspension from the Responsible Retailer Scheme will not preclude legal proceedings also being brought against a retailer. Also, suspension from the Responsible Retailer Scheme will not prevent Reviews of Premises Licenses by a Responsible Authority entitled to take such an action under the Licensing Act 2003.

Right of Appeal & Miscellaneous

Members have a right of appeal against the decision by the Council to suspend membership. Appeals must be made in writing within one calendar month of the date of notification of suspension. Please state clearly in your appeal any mitigating circumstances that you feel should be taken into consideration by the Appeals Panel.

Decisions on appeals against suspension will be made by a panel Service Managers from the City Council’s Commercial Regulation Service after reviewing any evidence submitted by the appellant. The decision of the Appeals Panel is final and will be notified to appellants within one calendar month of the appeal being received. Appeals against suspension should be addressed to: Commercial Regulation Manager, City of Wolverhampton Council, St Peters Square, Civic Centre, Wolverhampton. WV1 1DA.

In the event that you do not pay the Council the outstanding amount within the prescribed time then The Council may institute civil proceedings against you and/or your business to recover the cost and future services under this scheme will cease to be provided until the outstanding amount is settled in full.

Businesses should be aware that Council’s subject to legal duties which may require the release of information under the Freedom of Information Act, the Environmental Information Regulations 1992 or any other applicable legislation or codes that govern access to information and that The Council may be under an obligation to provide such information on request. Such information may include matters relating to or arising out of this scheme. Wherever possible we will discuss requests which relate to specific businesses with the business concerned.

As a general rule The Council will not keep information longer than is necessary and whilst in our possession Council will safeguard your personal information according to the requirements of the Data Protection Act 1998 or any successor legislation.

The Council will use the information you have supplied only for the purposes of maintaining a record of the advice given and invoicing. The information will be retained for 6 years.

The Council is empowered to enforce a variety of civil and criminal statutes. The Council has a duty to investigate any allegations of breaches of such legislation and the provision of advice under this scheme does not affect this duty in any way whatsoever.

The use of the services under this scheme does not entitle you or your business to use any of the Council's logo's or claim any affiliation with the Council or in anyway whatsoever, unless it is specifically permitted and done so in writing.

If you or your business have any complaints or are not satisfied with the quality of the services provided under the scheme or the timeliness of the information provided to you or your business then please refer to the complaints process on the Council's website.

These terms and conditions will be subject to review.

Obligations of the Retailer

As a participant in the Responsible Retailer Scheme, I agree to comply with the following conditions:

- I agree to abide by all legislation relating to the sale of all age restricted products.
- My staff and I will operate a Challenge 25 scheme when selling any age restricted products and will only accept bona-fide forms of identification as proof of age (e.g. passport, driving licence). My business will refuse sales to anyone who fails to provide these documents.
- I will use a refusals register or similar system, and will check on a regular (daily or weekly) basis that my staff keep the register or system up to date by logging any sales refusals made to underage Retailers. These registers will be available to any authorised officer of Wolverhampton City Council.
- I will ensure that my sales staff, continue to receive any regular updates the Council produces on all the legislation applicable to age restricted products, and keep an up-to date record of the training given to staff members who will sign that they have read the material as provided.
- As a minimum Challenge 25 warning signs will be displayed at three locations: The till area, the front window and by an area where alcohol for sale is placed. these notices are in addition to statutory notices e.g. in relation to fireworks and cigarettes.
- I agree to abide by all legislation relating to the retail supply of alcohol and tobacco, including that legislation enforced by Environmental Health and HM Revenue & Customs,
- I fully understand that the Council reserves the right to refuse or revoke membership of the scheme if there is any evidence of non-compliance with the conditions of the scheme, and that my

participation in the scheme will be reviewed if there are any significant changes in my business circumstances.

The Membership Fee

Disclaimer

- This service is provided by Wolverhampton City Council Trading Standards Officers, who are experienced and qualified individuals within the Council's Trading Standards Department.
- Any views or opinions expressed by Council Officers are given in good faith, and whilst we will do our utmost to ensure this is technically correct, they are provided without prejudice to the formal consideration of any statutory inspection.
- Please note that not accepting this offer will not prejudice any future statutory inspections.
- Other sources of professional advice are available and there is no legal requirement for your business to accept this offer of advice.
- Photographs and testimonials shown are with businesses permission.
- Fees and charges associated with this service are to cover costs and not for profit.
- Should you fail the first free test purchase, any subsequent test are chargeable.
- Nothing in these terms and conditions nor does membership to the scheme bring any level of immunity to the Retailer from prosecution.
- The applicant should not rely on any information received as legal advice. Where the applicant has any concerns or questions in respect of their application they should consider obtaining their own independent legal advice.

The offer is valid for 12 months from the signing (and receipt) of these Terms and Conditions, or the Retailer's agreement to them.

Please complete the form below, sign and date to confirm you have read and understood the Terms and Conditions.

To provide this service City of Wolverhampton Council will collect and process personal information. We may check some of the information with other sources (e.g. government departments and other councils) to verify your identity and ensure that the information you have provided is accurate.

Your personal information is being processed because it is necessary for compliance with a legal obligation or for the performance of a task carried out in the public interest.

Please refer to our **[Privacy and Cookies Notice](#)** for further details on how we process your personal information and your rights. This is also available in other formats (e.g. print).

Business Owner's Full Name:

Business Address:

Business Owner's Home Address:

Business Owner's Daytime Contact Telephone Number:

Business Owner's Email Address:

Business Owner's Signature:

Date:

I agree to have my business name published on the Council's Trade With Confidence website as a Responsible Retailer, in accordance with these terms and conditions and for the duration of my membership.

I agree to receive information in the future from the Trade with Confidence Team regarding offers and services.