

## Kirklees College Payments - Terms & Conditions

These terms and conditions apply to all online transactions made to Kirklees College. Please refer to Sections 2 and/or 3 below when purchasing Goods and Services online from the College.

The College may change these terms from time to time without notice. Changes will apply to any subsequent transactions with the Kirklees College.

These terms will be governed by and construed in accordance with English law.

Nothing in these Conditions excludes or limits the liability of the College for death or personal injury caused by the College's negligence, or for fraudulent misrepresentation. Subject to the preceding sentence, Condition 2.11 constitutes the entire financial liability of the College (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of: (i) any breach of these Conditions; and (ii) any representation, statement or negligent act or omission, including negligence arising under or in connection with the contract.

The acknowledgement of the order and these Conditions together constitute the entire agreement between the parties relating to the contract.

Each right or remedy of the College under the contract is without prejudice to any other right or remedy of the College whether under the contract or not.

The contract will be governed by and construed in accordance with English Law. The English Courts will have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with the contract.

### 1. Online Payments

1.1. Please read these terms carefully before using the online payment facility. Using the online payment facility on this website indicates that you accept these terms. If you do not accept these terms do not use this facility. All payments are subject to the following conditions.

1.2. Your payment will normally reach your College account to which you are making a payment, the following working day. However, time should be allowed for processing transactions.

1.3. We cannot accept liability for a payment not reaching the correct College account due to you quoting an incorrect account number or incorrect personal details.

1.4. Neither can we accept liability if payment is refused or declined by the credit/debit card supplier for any reason.

1.5. If the card supplier declines payment, the College is under no obligation to bring this fact to your attention. You should check with your supplier that payment has been deducted from your account.

1.6. The data that you provide during this transaction will only be used for the purpose of recording your payment. We shall abide by the principles of the Data Protection Act 1998 and ensure that the data is used for no other purposes and is disclosed to no third party, except in respect of data that it is necessary to provide to the College's e-commerce provider. The College's e-commerce provider will retain

some personal information so that we can access payment records in the event of queries or incomplete payment information. Any credit/debit card details given by you will not be retained in their entirety. Information will only be retained for a reasonable period and then destroyed.

1.7. In no event will the College be liable for any damages whatsoever arising out of the use, inability to use, or the results 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.

1.8. Refunds, if applicable, may be made by cheque however if made by card will only be made to the credit/debit card used for the original transaction.

1.9. If the student leaves the College before they complete their course any entitlement to a refund or cancellation of payments will be in line with the College refund policy for the relevant academic year.

## **2. Sale of Goods**

2.1. In these Conditions, the Delivery Address means the address specified in the personal details you, the Buyer, have supplied. The Collection Point means the designated site as detailed in the instructions on the College Online Store Web Site.

2.2. The contract will be subject to these Conditions of Sale, to the exclusion of all other terms and conditions.

2.3. Any date specified by the College for delivery/collection of the Goods is intended to be an estimate, and delivery will be within a reasonable time.

2.4. If for any reason the Buyer will not accept delivery of the Goods when the College notifies the Buyer that they are ready for delivery (the time of delivery/collection), or the College is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions or the Buyer has not collected the goods from the Collection Point:-

- (i) risk in the Goods will pass to the Buyer
- (ii) the Goods will be deemed to have been delivered; and
- (iii) the College may store the Goods until delivery/collection, where upon the Buyer will be liable for all related costs and expenses (including, without limitation, storage and insurance).

2.5. The Goods are at the risk of the Buyer from the time of delivery/collection. Ownership of the Goods will not pass to the Buyer until the College has received cleared payment in full in respect of the Goods.

2.6. Unless otherwise agreed by the College in writing, the price for the Goods will be the price as displayed on the College Online Store Web Site. That price is subject to the addition of all costs or charges in relation to postage, carriage and insurance, where applicable, and payment must be received in advance in all transactions.

2.7. The Buyer will make all payments due, in advance, under the contract of sale, without any deduction.

2.8. The College confirms that (subject to the other provisions of these Conditions) upon delivery the Goods will be of satisfactory quality within the meaning of the Sale of Goods Act 1979. The College will not be liable for a breach of this Condition unless:

- (i) the Buyer gives written notice of the defect to the College, and (if the defect is as a result of damage in transit) to the carrier, within fourteen (14) days after the time when the Buyer discovers or ought to have discovered the defect; and
- (ii) the College is given a reasonable opportunity after receiving the notice to examine the Goods, and the Buyer (if asked to do so by the College) returns the Goods to the College, at the Buyer's cost, for the examination to take place there.

2.9. The College will not be liable for a breach of Condition 2.8 if:

- (i) the Buyer makes any further use of the Goods after giving notice; or
- (ii) the defect arises because the Buyer failed to follow the College's instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
- (iii) the Buyer alters or repairs the Goods without the consent of the College.

2.10. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the contract.

2.11. Subject to Condition 2.10:

- (i) the College's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising in connection with the performance or contemplated performance of the contract will be limited to the price of the Goods; and
- (ii) the College will not be liable to the Buyer for loss of profit, loss of business or depletion of goodwill nor for any indirect or consequential liability, loss or damage which arises out of or in connection with the contract.

2.12. The College reserves the right to defer the date of delivery / collection or to cancel the contract in the case of any strike, lockout, disorder, fire, explosion, accident or stoppage of or affecting the College's business or work which is beyond its reasonable control and which prevents or hinders the delivery of the Goods.

2.13. **Cancellation.** Please be aware that if you change your mind you have the right to cancel the online transaction within the applicable specified time limit, which is seven (7) working days from the day after receipt of the Goods. If you do wish to cancel you must inform the College in writing (by letter, fax or email). The Goods must be returned immediately to the College. Refunds will be made as soon as possible following cancellation, or within thirty (30) days at the latest.

### 3. Sale of Services

3.1. Unless otherwise agreed by the College in writing, the price for the Services will be the price as displayed on the College Online Store Web Site. That price is subject to the addition of all taxes costs or charges in relation to provision of the Services, where applicable, and payment must be received in advance in all transactions.

3.2. The Buyer will make all payments due, in advance, under the contract of sale, without any deduction.

3.3. **Cancellation.** Please be aware that if you change your mind you have the right to cancel the online transaction within the applicable specified time limit, which is seven (7) working days from the date of agreement to proceed with the transaction, or receipt of written confirmation, whichever is the later, except where the Services have already been provided. If you do wish to cancel you must inform the College in writing (by letter, fax or email). Refunds will be made as soon as possible following cancellation, or within thirty (30) days at the latest.

#### 4. **Security**

4.1. All payment details which are entered through this payment gateway are encrypted when the learner, or third party making payment, enters them. Communications to and from the service provider's site are encrypted.

4.2. The College shall not be liable for any failure by the learner or third party making payment of fees to properly protect data from being seen on their screen by other persons or otherwise obtained by such persons, during the online payment process or in respect of any omission to provide accurate information in the course of the online payment process.

#### 5. **Contact Details**

If you have any queries relating to the payment process please contact our Sales Ledger Department on 01484 437007