## Terms & Conditions General Terms and Conditions

By using the University of Cumbria Online Payment facility you are confirming these Terms and Conditions.

### Standard Terms and Conditions

These terms and conditions apply to all online transactions made to the University of Cumbria.

The University may change these terms from time to time without notice. Changes will apply to any subsequent transactions with the University of Cumbria.

### **On-Line Payments**

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.

Your payment will normally reach the University bank account to which you are making a payment within two working days.

We cannot accept liability for payments being recorded on the wrong account if you supply inaccurate information, but will make every effort to reallocate any such payments if they arise.

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

If the card supplier declines payment, the University is 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.

The data that you provide during this transaction is securely held by the University of Cumbria or our e-commerce provider under the terms of the Data Protection Act 1998 and will only be used for the purpose of recording your payment and accounting processes.

Your data will be treated confidentially and with the utmost care and respect. 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 University's e-commerce provider who will process this information on the University's behalf. In limited, exceptional circumstances the university may be required to disclose data to other third parties, for example where this is necessary to comply with the law. Our 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 or 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 securely. For further information about the university's Data Protection policies please see <u>www.cumbria.ac.uk/dataprotection</u>

In no event will the University 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.

Refunds, if applicable, will be made to the debit/credit card used for the original transaction. Any refunds will be made in line with the University's anti-money laundering policy and procedures.

# **Print-Credit Terms and Conditions**

These terms and conditions apply to online transactions made with the University of Cumbria for the purchase of print credit.

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 you will not be able to use this facility. All payments are subject to the following conditions.

### Delivery

Card payments to your print credit must be a minimum payment of £5.

Your payment will normally reach the University bank account to which you are making a payment within two working days of being notified that payment has been authorised by your debit or credit card provider. However the credit will be made available to you for use immediately upon a successful payment transaction.

Liability cannot be accepted for the payment not being credited to your university print credit account due to incorrect details being supplied by you.

Non-delivery of print credit should be notified to <u>print.unit@cumbria.ac.uk</u> by email or by phone (01524 384315) Monday to Friday between the hours of 9.00am and 5.00pm, within 24 hours of the completed transaction.

### Refunds

Refunds will be made by BACS bank transfer at the end of your studies with the University upon completion and submission of the appropriate Print Credit Refund Application Form, which can be obtained from

http://www.cumbria.ac.uk/AboutUs/Services/FacilitiesManagement/PrintUnit/PrintingAnd Photocopying.aspx

An administration charge of £1.00 is deducted from all print credit balances refunded. Refunds are therefore unavailable for print credit balances of less than £1.00.

In the event of a refund being requested, the University reserves the right to debit the full refund amount from your Print Credit account prior to the refund to your debit/credit card being completed.

Refunds against payment system errors or where you have unintentionally purchased multiple credits on the same day will normally be credited to the originating debit/credit card within five working days. The University undertakes no liability if this period is exceeded. Payment issues should be notified to <u>print.unit@cumbria.ac.uk</u> by email or by phone (01524 384315) Monday to Friday between the hours of 9.00am and 5.00pm.

Print credit refunds are only available to you at the end of your studies with the University, and will be refunded less the £1 administration charge by BACS into the bank account you nominate on your Print Credit Refund Application Form. The university does not operate cash refunds. If you have more than £1 print credit left at the end of your studies and would like a refund please complete an application form (http://www.cumbria.ac.uk/AboutUs/Services/FacilitiesManagement/PrintUnit/PrintingAn dPhotocopying.aspx) and email it from your university e-mail address (as proof of your

identity) to print.unit@cumbria.ac.uk

### Payment

The University's print credits on-line purchasing system will inform you of the result of a payment transaction via a web page after entering your card details. If successful an email based receipt will be sent to the email address you provided as part of the payment process. It is your responsibility to ensure that the email address provided is accurate. All transaction history can be viewed via our online systems (Print Credit Web Reporting).

### General

The University reserves the right to terminate the transaction in the case of the merchant payment gateway being unavailable. In this case the University would advise that no payment has been taken and the transaction should be carried out at a later date.

This is a contract between you and the University. When you visit this website or send emails to the University, you are communicating with the University electronically. The University shall communicate with you by email. For contractual purposes, you consent to receive communications from the University electronically and agree that all agreements, notices, disclosures and other communications that the University provides to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

If any part of these terms is unenforceable, the enforceability of any other part of these conditions will not be affected. The University reserves the right to vary these Terms and Conditions from time to time. If this happens, we will notify you by posting the new Terms and Conditions on the website. It is your responsibility to regularly review these before each purchase to ensure that you are aware of any changes. If you do not wish to be governed by the revised Terms and Conditions, you must not place any further purchases.

The contract will be governed by the laws of England and Wales. The courts of England and Wales will have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with the contract

The University reserves the right to cancel the print-credit service in the case of any strike, lockout, disorder, fire, explosion, accident or stoppage of or affecting the University's business or work which is beyond its reasonable control and which prevents or hinders the crediting of your Print Credit account.