

Online Payment Terms and Conditions

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.

1. Introduction

- 1.1. These terms and conditions apply to all online transactions made by you ("The Buyer") from South Staffordshire College ("The College").
- 1.2. "The College" means South Staffordshire College, Rodbaston Hall, Rodbaston, Penkridge Staffordshire ST19 5PH.
- 1.3. The College reserves the right to change these terms and conditions from time to time without notice.
- 1.4. Please ensure that you enter your details accurately –liability is not accepted for payments not being applied correctly due to insufficient information.
- 1.5. Liability is not accepted if payment is refused by your card issuer for any reason – you should address any refusal through your card issuer. The College is under no obligation to inform you if your card issuer declines payment. You should check that the payment has been deducted from your account.
- 1.6. 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.
- 1.7. By Paying for Tuition Fees using this site you agree to the Tuition Fee Policy relevant to your course.

2. Sale of Goods and/or Services

- 2.1. Courses and other services will normally be provided at College sites, unless specified otherwise on the website. The Collection Point at the College will usually be the Student Campus Hubs.
- 2.2. Any date specified by the College for delivery of the goods and/or services is intended to be an estimate, actual delivery dates and times will be at the sole discretion of the College. Dates for services e.g. courses, student visits, etc, are as stated or as notified by the department concerned.
- 2.3. Any changes will be notified by the department directly to the student.
- 2.4. If for any reason the Buyer will not accept delivery of the goods when they are delivered or ready for delivery or collection, or the College is unable to deliver the goods because the Buyer has not provided appropriate instructions or the Buyer has not collected the goods from the Collection Point:
 - risk in the goods will pass to the Buyer
 - the goods will be deemed to have been delivered

- the College may store the goods until delivery/collection, whereupon 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. The College reserves the right to change the contents and/or price and/or delivery charges of any Goods at any time without prior notification.
 - 2.7. Unless otherwise agreed by the College in writing, the price for the goods will be the price as displayed on this website. 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.
 - 2.8. The Buyer will make all payments due, in advance, under these terms and conditions, without any deduction.
 - 2.9. Nothing in these terms and conditions shall render the College liable to indemnify the Buyer in respect of any liability of any kind incurred by the Buyer to any other person but this shall not be deemed to exclude any liability that may arise by virtue of a breach by the College of these terms and conditions or any negligence on the part of the College its employees or agents.
 - 2.10. When the Buyer visits this website or sends e-mails to the College, the Buyer is communicating with the College electronically. The College shall usually communicate electronically with the Buyer.
 - 2.11. For contractual purposes, the Buyer consents to receive communications from the College electronically and agrees that all agreements, notices, disclosures and other communications that the College provides to the Buyer electronically satisfies any legal requirement that such communications be in writing. This condition does not affect the Buyer's statutory rights.
 - 2.12. All content including pictures, designs, logos, photographs, text, written and other materials on this website and on the goods purchased by the Buyer are owned, controlled or licensed to the College. They are protected by copyright, trademarks and other intellectual property rights. Unauthorised use of this content is prohibited.

3. Payment

- 3.1. All payments made through this website must be made in Pounds Sterling. Any currency conversion costs, or other charges incurred in making the payment or in processing a refund, shall be borne by the Buyer, and shall not be deductible from the payment due to the College.

4. Cancellation and Refunds

- 4.1. If the Buyer changes his/her mind the Buyer has the right to cancel the online transaction (with the exception of bespoke services such as wedding and conference bookings) within a specified time limit:

- 4.2. For services: normally 14 days from the day after the date that the order has been made, unless the services are/were due to be delivered within 14 days of the date of the purported cancellation, in which case acceptance of a purported cancellation and the amount to be refunded (if any) is at the sole discretion of the College.
- 4.3. Refunds will be made as soon as possible following notice of cancellation, or within thirty (30) days of the date the notice of cancellation is received.
- 4.4. For goods: 14 days from the day after that on which the goods are received by the Buyer. If the Buyer wishes to cancel the Buyer must inform the College in writing (by letter, fax or email). If the Buyer is cancelling goods, then these must be returned immediately to the College.
- 4.5. Refunds will be made as soon as possible following notice of cancellation, or within thirty (30) days of the date the notice of cancellation is received.
- 4.6. In the event that an overpayment is made in respect of any fee, the credit balance arising will be used to offset any debt or invoice on the Student's account (whether arising from tuition or any other legitimate charge) in due date order.
- 4.7. If there is no other debt or invoice, then the credit balance will be refunded in accordance with the College's normal procedures. The College will endeavour to return the overpayment within four weeks of the overpayment.
- 4.8. Where a refund is sought for any other reason, the College's refund policies in force at the date the refund is sought shall apply.
- 4.9. If any payment is to be refunded (either fully or in part) the College will make the refund to the card account or bank account from which the refundable payment was made.

5. Security

- 5.1. All payment details, which are entered through this payment gateway, are encrypted when the Buyer making payment enters them.
- 5.2. The College shall not be liable for any failure by the Buyer making payment to properly protect data from being seen on their screen by other persons or otherwise obtained by such other persons, during the online payment process or in respect of any omission to provide accurate information in the course of the online payment process.

6. Force Majeure

- 6.1. 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 and/or services.

7. Privacy and Data Protection:

- 7.1. The College provides this online payment facility as a service to you. We are committed to respecting and protecting your privacy. Please see the College's Privacy Notice for more information.

8. Freedom of Information

- 8.1. The Buyer acknowledges that the College is subject to the requirements of the Freedom of Information Act 2000 (the FOIA) (as amended from time to time) and the Buyer agrees it shall cooperate and provide all necessary assistance as may be reasonably requested by the College to comply with its obligations under the FOIA.

9. Third Parties

- 9.1. The Contracts (Right of Third Parties) Act 1999 is excluded from applying to these terms and conditions and nothing in these terms and conditions confers or purports to confer on any third party any benefit or any right to enforce any term or condition.

10. Waiver

- 10.1. The failure of either party to seek redress for any breach or to insist on the strict performance by the other party of any term condition or provision of these terms and conditions or the failure or delay by either in respect of the exercise of any right, power, privilege or remedy provided under these terms and conditions shall not operate as a waiver thereof or as a waiver of any preceding or succeeding breach by the other party. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise of such right, power, privilege or remedy.
- 10.2. No waiver of any of the terms, conditions or provisions of these terms and conditions between the Buyer and the College shall be effective unless waiver is in writing.

11. Severability

- 11.1. If any provisions of these terms and conditions are deemed to be prohibited or otherwise adjudged by a court unlawful, void or for any reason unenforceable such a provision shall to the extent required in compliance with judicial order, be severed from these terms and conditions and rendered ineffective as far as possible without modifying the remaining provisions of these terms and conditions and shall not in any way affect the validity or enforceability of the remaining provisions of these terms and conditions.

12. Cancellation of Previous Agreements

- 12.1. These terms and conditions are substitution for all previous agreements, correspondence or understandings of any nature whatsoever relating to the subject matter of these terms and conditions between the Buyer and the College which shall be deemed to have been terminated by mutual consent as from the date on which these terms and conditions take effect.

13. Law and Jurisdiction

- 13.1. These terms and conditions will be governed by English Law. The English Courts will have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with these terms and conditions.