### University of Westminster Online Payments Pathway

When making a payment via these pathways you are required to tick to acknowledge that you have read and accepted our Terms & Conditions, as shown below. It is very much in your best interests to read these terms in order that you are fully aware of the conditions under which you purchase. Should you have any questions or concerns please contact the University.

# **Standard Terms and Conditions**

These terms and conditions apply to all online transactions made to the University of Westminster. The University may change these terms from time to time without notice. Changes will apply to any subsequent transactions with the University of Westminster.

Nothing in these Conditions excludes or limits the liability of the University for death or personal injury caused by the University's negligence, or for fraudulent misrepresentation. Subject to the preceding sentence, Condition 11 constitutes the entire financial liability of the University (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 University under the contract is without prejudice to any other right or remedy of the University 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.

### Section I

### **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 your University account to which you are making a payment, the following working day. However, time should be allowed for processing transactions.

- 1. We cannot accept liability for a payment not reaching the correct University account due to you quoting an incorrect account number or incorrect personal details.
- 2. Neither can we accept liability if payment is refused or declined by the credit/debit card supplier for any reason.
- 3. If the card supplier declines payment, the University 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.
- 4. 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 2018 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. PayPal and the University'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 (up to 7 years) and then destroyed.
- 5. 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.
- 6. Refunds, if applicable, will only be made to the credit/debit card used for the original transaction.

# **Online payments pathways**



# Section II

# Fraud Prevention

The University retains the right to investigate any order placed on this website that it suspects to be fraudulent, any such order will not be delivered / fulfilled until it is proven that that the order is bona fide. Should the University be unable to prove that an order is bona fide, then the monies will be refunded to the original card that was used to place the order and the order will be cancelled

For your protection, to ensure that your credit, debit or charge card is not being used fraudulently, the University will validate your name, address and other personal information supplied by you during the order process against appropriate third party databases. By accepting these terms and conditions, you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. Please be assured that this is only done to confirm your identity.

A credit check is not performed and your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with English Law

# Security

All card payment details entered through this gateway are encrypted and the communications between the gateway and the Payment Service Provider's site are also encrypted.

The University will not be liable for any failure by the card holder making the payment to properly protect their details being seen 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.

# **General Data Protection Regulations (GDPR)**

The term 'personal data' is as defined in the GDPR with effect from May 2018 which gives you more control over your personal data, how it is used and how you are contacted.

The University will collect (or may already hold) the student's personal data and that of the third party making the payment in accordance with its data protection <u>policy</u>.

By agreeing to these terms and conditions, the student and any third party making payment accepts and consents to their personal data being provided to the Payment Service Provider for the sole purpose of the Provider offering and administering the online payment facility to the student or the third party making the payment.

The student or third party making the payment is responsible for ensuring that all personal data provided to or held by the University and /or provided to the Payment Service Provider is clear and accurate. The University will not be liable for any losses suffered by the student or third party making the payment as a result of inaccurate information being provided either to the University of the Service Provider.

The University may use the personal information provided to it to contact the student or third party making payment, to clarify or resolve any issues that arise in connection with any online payment made in respect of the student's accounts with the University.

Information on who to contact is available here