

# **Online Payment Terms and Conditions**

This online payment system is provided by North Kent College ("the College") and its third-party suppliers. The College may update these terms from time to time and any changes will be effective immediately on being set out here. Please ensure you are aware of the current terms.

## **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.

All payments are subject to the following conditions:

- 1. your payment will normally reach the College account, to which you are making a payment, on the following working day;
- the College cannot accept liability for a payment not reaching the correct College account due to you quoting an incorrect account number or incorrect personal details;
- 3. the College cannot accept liability if payment is refused or declined by the credit/debit card supplier for any reason;
- 4. if the card supplier declines payment, the College 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; and
- 5. 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.

# **Refund Policy**

- 1. Refunds will only be made where the College cancels the course.
- 2. Refunds, if applicable, will only be made to the debit/credit card used for the original transaction.

## Security

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.

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.

## **Service Provider**

Online payments of fees can be made by credit or debit card. These payments are not collected by the College directly but by the service provider.

Once payment is received by the service provider in cleared funds, the service provider will contact the College to confirm the details of the successful payment made by the learner, or third-party making payment. On receipt of this confirmation, the College will confirm to the learner that the payment has been received and accepted by the College. In the event that the learner does not receive confirmation within 14 days of making the payment, it is the responsibility of the learner to check with the College that the payment has been accepted.

The learner shall remain responsible for the tuition or other fees until such time as the confirmation, as referred to above, is received from the College in relation to each of these (and any outstanding) amounts owed to the College.

## **Data Protection**

In this clause the term "personal data" is as defined in the Data Protection Act 2018 ("DPA"").

The College will collect (or may already hold) personal data relating to the learner, or third-party making payment, including name, date of birth, address and enrolment number of the learner in accordance with its data protection policy.

By agreeing to be bound by these terms and conditions the learner (and any thirdparty making payment), accepts and consents to his/her personal data, as detailed in clause above, being provided to the service provider for sole purpose of the service provider offering and administering the online payment facility to the learner, or third party making payment.

It is the responsibility of the learner or third-party making payment, to ensure that all personal data provided to, or held by, the College and/or provided to the service provider is clear and accurate. The College will not be responsible for any losses suffered by the learner or third-party making payment, as a result of inaccurate information being provided to the College or the service provider.

The College may use the personal information provided to it to contact the learner or third-party making payment, to clarify or resolve any issues that arise in connection with any online payment made in respect of the fees.

## **Cancellation Policy**

The cancellation policy of North Kent College and any subsequent refunds due as a result are contained within the Fees Policy, which is available from <u>www.northkent.ac.uk</u> and as set out in other College policy documents.

#### Governing Law

These Terms and Conditions are governed by and to be construed in accordance with English Law. Any disputes shall be subject to the exclusive jurisdiction of the English Courts.

#### **Contact Details**

Should you require any further details at all in relation to any part of the <u>on-line</u> <u>payment process</u>, please contact the Finance Office directly on 01322 629 457 between the hours of 9.30am and 4.30pm, Monday to Friday, or by e-mail to <u>salesledger@northkent.ac.uk</u>.