

## **Online payments terms and conditions**

This online payment system is provided by the North East Scotland College and its third party suppliers. These terms and conditions may be updated at various times and any changes will be effective immediately. Please ensure you are aware of the current terms.

It is important that you read these terms and conditions carefully before using the online facility as using this online facility indicates that you accept these terms and conditions. Please do not use this online facility if you do not accept the terms and conditions.

If you have any queries relating to your use of the payment facility, please contact: [pay@nescol.ac.uk](mailto:pay@nescol.ac.uk)

### **Conditions**

- You warrant that in using the online payment facility you are authorised to use the debit or credit card for the payment or payments you are making.
- International Visa & MasterCard cardholders may be able to pay in local currency depending on the payment service used and if made available by the card issuer. If dynamic currency conversion (DCC) is available the conversion rate will be notified to the cardholder at the point of sale.
- Where the DCC option is not available or not chosen, payment must be made in £ Sterling and if using an international card the card holder will rely on the conversion rate determined by the card issuer. The cardholder will be liable for any currency conversion costs or other charges that may be incurred in making the payment and shall not be deductible from any fees, charges or costs due to the College.
- The College will not be responsible if a payment is either refused or declined by the card issuer for any reason. If the card issuer declines payment the College is under no obligation to bring this fact to the cardholder's attention or student/customers attention.
- Payment by card using the online facility does not on its own indicate the existence of a contract or constitute an agreement between cardholder and the College or the student/customer and the College for the provision of the services. A contract will only come into being when separate conditions for the provision of a service have been fulfilled.
- In no event will the College, its suppliers, or any other third parties mentioned on this site be liable (to the extent permitted by law) for any loss or damage (including without limitation, those resulting from lost profits, lost data or business interruption), arising from or in connection with your 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.
- The College cannot accept liability for a payment not reaching the correct College account or department due incorrect details being provided.
- The College's Course Fee Policy can be accessed here: [Course Fee Policy](#)

### **Refund procedure**

- Refund of student fees are provided in accordance with the College's Refund Procedure: [Refund Procedure](#)

- Refunds are made back to the original source in compliance with banking and card rules.

### **Security**

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

### **Service provider**

- The card holder will receive an e-mail either confirming that the payment has been authorised or declined by the card issuing bank.
- The online card payments are not collected by the College directly but by the Payment Service Provider.
- We aim to show all authorised card payments on the relevant systems on the following working day.

### **Data protection**

- The term 'personal data' is as defined in the Data Protection Act 1998. The College's Data Protection policies can be accessed here: [Data Protection](#)
- The College will collect (or may already hold) the student/customer's personal data and that of any third party making the payment in accordance with its data protection policy.
- The College makes use of a third-party (WPM) to process online payments on its behalf. By agreeing to these terms and conditions (via use of the online payment facility), the student/customer and any third party making payment accepts that the personal data provided by them will be processed as described for the sole purpose of administering the online payment facility. As such, those personal data are processed under the condition of contract.
- The student or third party making the payment is responsible for ensuring that all personal data provided to or held by the College and /or provided to the Payment Service Provider is clear and accurate. The College will not be liable for any losses suffered by the student/customer or third party making the payment as a result of inaccurate information being provided either to the College or the Service Provider.
- The College may use the personal information provided to it to contact the student/customer or third party making payment, to clarify or resolve any issues that arise in connection with any online payment made to the College, for fraud prevention or debt recovery. The College may also share this information with other organisations to fulfil these purposes.

### **Definitions and interpretation**

- The terms used in this agreement have the meanings set out below unless the context requires otherwise:

- "Card issuer" means the institution which owns the debit or credit card you are using on the online instruction facility.
- "Online payment facility" means the internet based payment system operated on behalf of the College.
- "Student account" means the account operated and maintained by the College to record the fees, charges, fines or other debts owed to it by an individual student.
- "The College" means North East Scotland College, registered address: Aberdeen City Campus, Gallowgate, Aberdeen, AB25 1BN, Scotland, UK.
- "You" means the individual setting up an instruction using the online instruction facility.