

Terms & Conditions

Bury College Online Payment Terms & Conditions

1. Introduction

These Terms and Conditions apply to purchasing goods and services via the Bury College Online Store & Payment gateways.

Please read these Terms and Conditions carefully as they govern your use of the Bury College Online Payment system. These Terms and Conditions do not affect your statutory rights as a consumer.

Bury College reserves the right to change these Terms and Conditions from time to time without notice.

By using the Bury College Online Payment system you are agreeing to be bound by these Terms and Conditions.

2. Definitions

For the purposes of these Terms and Conditions the following expressions shall have the following meaning:

College means Bury College Further Education Corporation, Market Street, Bury, Lancashire, BL9 0BG;

Collection Point means the designated location for collection of goods or delivery of services as detailed in the instructions on the Site or in a confirmation email;

Order means any order you place on the Site for the purchase of goods or services;

Site means the Bury College Online Payments on: website: <http://store.Burycollege.ac.uk>; <https://payments.burycollege.ac.uk/open/> and <https://payments.burycollege.ac.uk/invoice/>

“you” and “your” means the person or legal entity using the Site and placing an Order on the Site.

3. Orders

An Order constitutes an offer which may be accepted at the sole discretion of the College. The availability of the goods or services which are the subject of your Order will be determined by the product description displayed on the Site at the time of placing your Order. The College will make reasonable efforts to ensure that any product description is a fair representation of the actual goods or service.

Any date specified by the College for collection of the goods or delivery of a service is intended to be an estimate and goods or service will be made available as soon as reasonably practicable.

If you have been asked to collect goods, we will provide services from a Collection Point as detailed in the instructions on the Site or in a confirmation email sent to you. You will be required to provide proof of payment for an Order at the Collection Point.

4. Use of the Bury College Online Store & Payment Gateway

The College reserves the right to suspend, modify or amend the Site at any time and the goods and services offered.

5. Online Payments for Goods and Services

Unless otherwise agreed by the College in writing, the price for the goods or service will be the price as displayed on the Site. That price may be subject to the addition of all costs or charges in relation to postage, carriage and insurance if prior arrangement has been made for delivery.

Unless you have obtained the College's prior written agreement, the College will take your payment in full at the time you place your Order to avoid any delay in the processing of your Order. Please ensure that your payment is made in pounds sterling (£) otherwise your Order will not be accepted. Payment can be made using most UK debit and credit cards. Any currency conversion costs or other charges incurred in making the payment or in processing a refund shall be borne by you and shall not be deductible from the payment due to the College.

6. Limitations and Exclusions

Nothing in these Terms and Conditions shall render the College liable to indemnify you in respect of any liability of any kind incurred by you to any other person but this is not an exclusion of 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. The College's liability for death or personal injury shall be unlimited.

7. Communication with the College and the College's Intellectual Property Rights

When you visit the Site or send an e-mail to the College, you are communicating with the College electronically. The College may communicate with you by e-mail or by posting notices on the Site. For contractual purposes, you consent to receive communications from the College electronically and agree that all agreements, notices, disclosures and other communications that the College provides to you electronically in respect of an Order satisfies any legal requirement that such communications be in writing.

All content including pictures, designs, logos, photographs, text written and other materials on the Site and associated with the goods or services purchased by you are owned, controlled or licensed to the College. The College's intellectual property rights are protected by Law. Unauthorised use of such content is prohibited.

8. Risk and Title of Goods and Services

Ownership of the goods will only pass to you when you receive an email from the College confirming receipt of all sums due in respect of the goods, including any additional or supplementary charges.

If for any reason you have not collected the goods from the Collection Point on the date the College has specified that the goods are ready for collection, risk in the goods will pass to

you on that date and the College will not be responsible for their safekeeping. The services shall be provided on the date specified on the Site for that particular service. The College shall itself and ensure that others will provide services with all reasonable skill and care.

9. Cancellation and Refunds

You have the right to cancel an Order within the following specified time limits:

- For services other than conference, event bookings and room hire: seven (7) working days from the day after the date that the Order has been placed.
- For goods: seven (7) working days from the day after that on which the goods have been collected from a Collection Point.

If you wish to cancel an Order you must inform the College in writing (by letter, fax or email). Refunds will only be made to the debit/credit card used for the original transaction. If you are cancelling an Order for goods, then the goods must be returned immediately to the College in the same condition, including the original packaging in which you collected them and at your own cost and risk.

Refunds cannot be made for the following items:

- Food, beverages, perishables, or any other goods intended for everyday consumption;
- Items made to your specification which are clearly personalised;
- Goods, which by reason of their nature, cannot be returned or are liable to expire rapidly;
- Services, if the supply has already commenced with your agreement;
- Audio or video recordings or computer software if the seal has been broken;
- Newspapers periodicals or magazines.

If you wish to cancel a conference, event booking or room hire then the following conditions will apply to your Order:

Refunds will not be issued under any circumstances. Certain bookings can be transferred. A minimum of 5 working days' notice must be given. Substitutes will be accepted on certain courses subject to prior notification. Courses will run subject to minimum numbers. Non-arrivals will be liable for the full cost of the course.

All cancellations need to be confirmed to organisers in writing via email or by post.

10. Non-delivery of Services

If the College should have to postpone a service, the College will notify you as soon as possible and provide a new date for the delivery of the service.

If the College should have to cancel the service, the College will provide you with a full refund.

11. Security

The College is committed to maintaining your privacy and, for this reason, all payments are made using a specialist payment service provider. All personal data and payment details, which are entered through the Site, are encrypted to comply with the Payment Card Industry Data Security Standard (PCI DSS).

The College shall not be liable for any failure by you 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.

Once your payment transaction has been completed you will be redirected back to the Site where you will receive an email confirmation of your Order.

12. Force Majeure

The College reserves the right to defer the date of delivery of services or collection of goods or to cancel the delivery of services or supply of goods in the case of any circumstances which are beyond its reasonable control and which prevents or hinders the delivery of the goods or services.

13. Privacy Statement and Data Protection

The College is committed to protecting your privacy. The College will only use your personal details, collected when you use the Site, lawfully and in accordance with the principles of the Data Protection Act 1998. The College will ensure that your personal data is kept confidential and is not used or disclosed other than as provided for under these Terms and Conditions or as required by law.

In accordance with the Data Protection Act 1998, the College will hold and process the information provided by you only for the purposes of supplying the goods or services which are the subject of your Order.

We will not email or mail you in the future unless you have given us prior consent to do so. We will not collect sensitive information about you without your consent. We do not sell, rent or otherwise make available any personal data submitted by visitors to the Site to third parties.

In order to deliver certain services, for example an overseas trip, we may be required to provide personal data to a third party provider (eg. tour operator). In such circumstances we will seek your prior consent before disclosing personal data to such a third party. If you are providing personal data relating to other people you are responsible for obtaining their consent.

Links from the Site may take you to sites not covered by our Privacy Statement. We recommend you check the privacy policies for these sites before submitting any personal data.

We may use technology to track the patterns of behaviour of visitors to the Site. This can include using a "cookie" which would be stored on your browser. You can usually modify your browser to prevent this activity.

14. Third Parties

The Contracts (Right of Third Parties) Act 1999 is excluded from applying to contracts made under 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.

15. Law and Jurisdiction

These Terms and Conditions and all Orders and payments placed via the Site will be governed by and construed in accordance with English Law and all parties submit to the exclusive jurisdiction of the English Courts.

16. Complaints and the College's contact details

If you wish to contact the College about your Order or you have a complaint about any aspect of the Site or the goods or services which are the subject of your Order or payment please contact us at:

By post:

Finance Department - Online Store or Payment, Bury College Further Education Corporation,
Market Street, Bury, Lancashire, BL9 0BG

By fax:

0161 280 8289

Please mark clearly to: Finance Department - Online Store or Payment

By email:

storeadmin@burycollege.ac.uk

Please put "Finance Department - Online Store or Payment" in the subject header line.