

ONLINE PAYMENTS SYSTEM TERMS AND CONDITIONS

This page (together with the documents referred to on it) explains the terms and conditions on which we agree you can make payments to us for tuition, accommodation and related fees. Please read these terms and conditions carefully and make sure that you understand them, before making a payment. You should understand that by making a payment you agree to be bound by these terms and conditions.

Please note that these terms and conditions only relate to your use of our online payment system and do not govern any wider relationship that you may have with us.

References in these terms and conditions to “you” are to the student whose name appears on the invoice in respect of which payment is being made, or otherwise owes and is responsible for the amount in respect of which payment is being made.

You should print a copy of these terms and conditions for future reference.

1 Information about us

We, Glasgow Caledonian University, a charity registered in Scotland under charity number SC021474 and having our head office at Cowcaddens Road, Glasgow, G4 0BA. Our VAT number is 596 7894 50. We operate the website <https://onlinepayments.gcu.ac.uk> (our site).

2 Access to our site

Whilst we intend that our site is available at all times, it is possible that our site may be unavailable for short periods of time so that we can carry out upgrades and maintenance.

3 Your status

3.1 By making a payment on our site, you warrant that:

- 3.1.1 you are legally capable of entering into binding contracts;
- 3.1.2 you are at least 16 years old;
- 3.1.3 that you are authorised to make the relevant payments to us;

- 3.1.4 that you are not resident in a country where making a payment to our site, in line with these terms and conditions would breach any laws in that country; and
- 3.1.5 you have received an offer to study from us at Glasgow Caledonian University and have been given a Student ID.

4 How the contract is formed between you and us

After making a payment via our site, you will receive an email from us acknowledging that we have received your payment. Please note that this does not mean that your payment has been accepted. Receipt of a payment from you does not oblige us to accept you as a student at our University or to provide you with any products or services that you pay for on our site. If we do not provide you with the products or services that you have paid for on our site our sole obligation to you is to refund the sum paid in accordance with our [Fees & Refunds Policy](#)

5 Payments

- 5.1 Payments may be made in certain foreign currencies, however, a currency conversion cost will be payable if a payment is made in currency other than Pounds Sterling. Any currency conversion costs or other charges incurred in making a payment shall be borne by you the payer, and shall not be deductible from the amounts due to us.
- 5.2 Payments are made on our site by entering the student ID and the date of birth of the relevant student. Please ensure that these are entered correctly as we are not always able to correct any errors that are made by you resulting in payment not being received to the correct account.

6 Paying by instalments – Payment Plans

- 6.1 Certain payments made on our site can be paid in instalments by setting up what is known as a payment plan. If this is appropriate for the invoice that you have received then this will be offered to you on the payment page. If you select this option then you will be required to enter credit or debit card details for the account that is to be debited. In these terms and conditions, we use the term “the Card” to refer to the credit or debit card you use to make payment. By selecting the payment plan option you authorise us to collect recurring payments from the Card for the sums due under your payment plan and any other

applicable fees as detailed in this paragraph 6, subject to the terms and conditions set out below.

6.2 You may change the Card used for the payment plan by contacting the Finance Office by telephone on 0141 331 8195 or by email to arstudent@gcu.ac.uk to arrange for us to call you back – for security reasons please do not send card details by email.

6.3 **Setting up a payment plan is a concession offered for the payment of certain invoices at our discretion as an alternative to paying all fees in advance. The payment plan allows students to pay (or arrange payment) for tuition, accommodation and related fees by instalments. If these instalment payments are not made on the due dates then the agreement that the fees may be paid by instalments is withdrawn and all fees not then paid under the payment plan on which you have defaulted become immediately due and payable by you (whether they were then due for payment under the payment plan or not). If you believe that a payment on your Card under the payment plan will (or may be) declined, then please contact us immediately. If your Card will expire whilst payments have still to be made under the payment plan then it is your responsibility to notify us in advance to make acceptable alternative arrangements for payment. Please see paragraph 6.8.**

6.4 We will notify you once a payment plan has been set up, providing details of the plan (excluding any card information) and will inform you if any payments are or are likely to be unpaid, due to the Card being declined, cancelled, expiring or for any other reason.

6.5 For the avoidance of doubt, in terms of the [Credit Control and Debt Management Policy](#), we utilise professional and reputable debt collection agents, together with interaction with government agencies as required, to collect outstanding sums, and those third parties may apply charges. The collection procedure in respect of payment plans as detailed in the Credit Control and Debt Management Policy or otherwise does not involve any interest, charges or fees being levied by us.

6.6 **How to cancel your payment plan**

You may cancel your payment plan by giving us notice in writing by emailing us at arstudent@gcu.ac.uk at least 10 days in advance of the next instalment date to set up a call with us to provide us with another valid form of payment for all outstanding sums. For security reasons please do not send card details by email. If notice of cancellation is not

received at least 10 days in advance of the next instalment date then we may still take that next instalment pursuant to the payment plan even though we have received your notice of cancellation beforehand.

6.7 If your card expires

If your Card is due to expire during the term of the payment plan then you must give us notice of this in writing by emailing us at arstudent@gcu.ac.uk at least 10 days in advance of the next instalment date to set up a call with us to provide us with either updated card details for the payment plan or to provide us with another valid form of payment for all outstanding sums. For security reasons please do not send card details by email. Setting up a payment plan is an alternative to paying the full fees in advance. As such, if no alternative payment method is set up within 5 days of the expiry date of the Card then all fees payable under the payment plan on which you have defaulted shall become due and payable immediately by the student.

7 Overpayments and Refunds

7.1 Your cancellation rights and your right to a refund vary depending on the fees that you are paying. These are set out in our [Fees & Refunds Policy](#).

7.2 In the case that we agree that an overpayment is made by you to us, then we will refund the amounts owed as soon as possible.

7.3 If we are due to provide you with a refund then this will be made to the Card used to carry out the original transaction in accordance with our [Fees & Refund Policy](#).

8 How we use your information

Please read the Privacy Policy <http://www.gcu.ac.uk/floatingpages/privacypolicy/> for details on how we will use your information. By agreeing and accepting these terms and conditions you hereby agree and accept the terms of our Privacy Policy.

9 Our liability to a business

9.1 This paragraph 9 applies where you are making payment in the course of a business. It does not apply where you are a consumer.

- 9.2 Subject to paragraph 9.4, if we fail to comply with these terms and conditions, we shall only be liable to you for the fees and, subject to paragraph 9.3, any losses that you suffer as a result of our failure to comply (whether arising in contract, delict (including negligence), breach of statutory duty or otherwise).
- 9.3 Subject to paragraph 9.4, we will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories even if such losses were in our contemplation as at the date that the contract constituted by these terms and conditions was formed between us or being a foreseeable consequence of our breach:
- (a) loss of income or revenue;
 - (b) loss of business;
 - (c) loss of profits;
 - (d) loss of anticipated savings;
 - (e) loss of data; or
 - (f) waste of management or office time.
- 9.4 We do not in any way exclude or limit our liability for:
- (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (d) defective products under the Consumer Protection Act 1987; or
 - (e) any other matter for which liability cannot be limited or excluded by law.

10 Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication by us to you will be electronic. We will contact you by email or provide you with information by posting notices on our site. For contractual purposes you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you

electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

11 Notices

11.1 Any notice to be sent by you or by us in connection with these terms and condition can be sent by letter or by email. Notices to us should be sent to one of the following addresses:

11.1.1 Post: Accounts Receivable, Finance Office, Glasgow Caledonian University,
Cowcaddens Road, G4 0BA;

11.1.2 Email: arstudent@gcu.ac.uk.

11.2 We will send notices to you by email to the email address that you supplied at the time of making a payment.

11.3 Either of us can change the address for notices by telling the other in writing the new address, but the previous address will continue to remain valid for 7 days after the change is notified.

11.4 If sent to the correct address, a notice will be treated as received 3 working days after sending if a letter or 24 hours if sent by email even if it is not actually received.

12 Waiver

The failure of either party to exercise or enforce any right conferred on that party under these terms and conditions shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter. No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with paragraph 10 above.

13 Severability

If any court or competent authority decides that any of the provisions of these terms and conditions or any provisions of a Contract are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

14 Law and jurisdiction

These terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by Scots law. Any dispute or claim arising out of or in connection with these terms and conditions or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of Scotland.