Newman University

On-line Payment Terms and Conditions

The online payment system used by Newman University ("the University") is provided by both WPM Education Limited ("WPM") and Realex Payments. Your details will be transferred to both WPM or Realex for the purposes of making your payment.

The University and WPM/Realex have used their reasonable endeavours to ensure that their sites are secure whilst payments are being made.

The Payment Card Industry Security standard (PCI DSS) is a global standard covering the way in which card holder data should be handled. WPM Education and Realex are classed as a level 1 PCI Compliant under this standard and has an annual independent audit carried out to certify this compliance.

There are no guarantees that all software and hardware will be compatible with using this system to make online payments.

Please read the terms and conditions below. Your use of the online payment system is subject to and constitutes acceptance of these terms and conditions.

All payments are subject to the following terms and conditions;-

- 1. Your payment will normally reach the University account to which you are making a payment within three working days
- 2. The University cannot accept liability for a payment not reaching the correct University account due to you quoting an incorrect account number or incorrect personal details.
- 3. The University 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 University is under no obligation to bring this fact to your attention. You should check with your bank and or credit/debit card supplier that payment has been deducted from your account.
- 5. Except as provided in the paragraph below the University will be under no liability to users of this website whatsoever in contract, tort, breach of statutory duty, restitution or otherwise for direct, indirect or consequential (including without limitation pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with the use of this website or the use, accessing, downloading or relying on any information or other materials contained in this website, including, without limitation, as a result of a computer virus.
- 6. The University does not exclude any liability which is illegal for the University to exclude by law such as liability to users of the website for personal injury or death resulting from the University's negligence or for fraud.
- 7. To the fullest extent permitted at law, the University is providing this website, its contents and its online payment facility on an "as is" basis and makes no representations or warranties of any kind, express or implied, with respect to this website or the information,

- content, products or services included in this site. The University does not represent or warrant that the information accessible via this website is accurate, complete or current.
- 8. The University will deal with your personal data in line with Data Protection and Freedom of Information legislation. It is your responsibility to ensure that all personal data provided to or held by the University and/or provided to WPM is clear and accurate. The University will not be responsible for any losses suffered to the University, WPM or Realex caused by inaccurate data.
- 9. Any information displayed in the online facility in respect of the amount of fees due from you is for guidance only and is given by the University in good faith but with no warranty that such information is comprehensive, accurate or up to date. The definitive amount of fees payable will be notified to you by the finance department and shall be made available within a reasonable period on request.
- 10. Once a payment has been verified and received by WPM or Realex, the payment may not be cancelled. In certain circumstances you, or any third party making payment on your behalf, may be entitled to a refund in accordance with the University policy on refunds.
- 11. All payment details which are entered through this payment gateway are encrypted when you or any third party making payment on your behalf enters them. Communications to and from WPM or Realex's site are encrypted.
- 12. The University shall not be liable for any failure by you, 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.
 Online payment of fees can be made by credit or debit card. These payments are not collected by the University directly but by WPM or Realex. On accepting these terms and conditions the student or third party making payment on your behalf, will be redirected to a website which is maintained and administered by WPM or Realex.
- 13. The student or third party making payment will then be asked to submit appropriate personal and financial information to WPM or Realex so that the online payment process can be offered.
- 14. Once payment is received by WPM or Realex in cleared funds the University will be contacted to confirm the details of the successful payment by you or third party making payment on your behalf.
- 15. The University may vary these terms and conditions from time to time. Any changes shall be notified on www. newman.ac.uk and shall apply to all transactions following the date of notification of change.
- 16. These terms and conditions shall be governed by English law and the English courts shall have exclusive jurisdiction.