

Kellogg College online payment system

This online payment system is provided by Kellogg 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 because by using this site, you confirm that you accept these terms and conditions and that you agree to comply with them. Please do not use the facility if you do not accept the terms and conditions.

Who we are, and how to contact us

We are Kellogg College, a society within the University of Oxford. The University's full name is "The Chancellor, Masters and Scholars of the University of Oxford".

Kellogg College administrative offices are at Kellogg College, 60-62 Banbury Road, Oxford OX2 6PN, United Kingdom.

University of Oxford administrative offices are at University Offices, Wellington Square, Oxford OX1 2JD, United Kingdom.

If you have a query relating to your use of this site, or any payment you make using this site, please contact us via email, using: <u>financials@kellogg.ox.ac.uk</u>

If we need to contact you in relation to your use of this site, including any payment you make using this site, we will do so by telephone or by writing to you at the email address or postal address you provide to us via this site.

Conditions

• We have made this site available for the purpose of enabling students and other customers to pay fees and other amounts due to the College.

• 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 their local currency, depending on the payment service used, and if made available by the card issuer. If a dynamic currency conversion (DCC) facility 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 will be made in £ Sterling and, if using an international card, the cardholder 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 these shall not be deductible from any fees, charges or costs due to Kellogg College.

• Kellogg 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 the student/customer's attention.

• Payment by card using the online facility does not on its own indicate the existence of a contract, or constitute an agreement between the 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 Kellogg College, its suppliers, or any other third party suppliers 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.

• We are the owner or the licensee of all intellectual property rights in this site, and in the material and trademarks published on it. Those works are protected by copyright and trademark laws and treaties around the world. All such rights are reserved, and you are not permitted to use them without our approval.

• We may make changes to these terms from time to time. Every time you wish to use this site, please check these terms to ensure you understand the terms that apply at the time.

• We may update and change this site from time to time.

• Although we make reasonable efforts to update the information on this site, we make no representations, warranties or guarantees, whether explicit or implied, that the content on our site is accurate, complete or up to date.

• This site is made available free of charge.

• We do not guarantee that this site, or any content thereon, will always be available or be uninterrupted. We may suspend or withdraw, or restrict the availability of all or any part of this site for business or operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

• If any part of these terms is declared invalid for any reason by a court of competent jurisdiction, this will not affect the validity of any remaining part of the terms. Any such remaining part will remain in full force and effect as if the invalid part of the terms had been eliminated.

• These terms of use, their subject matter and their formation (and any non-contractual disputes or claims), are governed by the law of England and Wales. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Refund Policy

• Refunds of Student Course Fees are provided in accordance with the University Regulations. Further details can be found on the University of Oxford website: http://www.ox.ac.uk/students/fees-funding/fees/liability/payments

• For all other refunds of payments made please contact the relevant department head at Kellogg College, or alternatively email financials@kellogg.ox.ac.uk with the query.

• Refunds are made back to the original payment card 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 cardholder 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 cardholder will receive an email either confirming that the payment has been authorised by their cardholding bank, or declined.

• The online card payment details are not collected by Kellogg College but by the Payment Service Provider.

• We aim to show all authorised card payments relevant to student or other customer accounts by the end of the next working day.



We are not responsible for viruses and you must not introduce them

• We do not guarantee that this site will be secure or free from bugs or viruses.

• You are responsible for configuring your information technology, computer programmes and platform to access this site. You should use your own virus protection software.

• You must not misuse this site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to this site, the server on which this site is stored, or any server, computer or database connected to this site. You must not attack this site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use this site will cease immediately.

Privacy Notice

• For information on how Kellogg College uses your personal information please go to https://www.kellogg.ox.ac.uk/privacy/

• 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.

• By agreeing to these terms and conditions, the student/customer and any third party making payment accepts and consents to their personal data being provided to the Payment Service Provider for the sole purpose of the Provider offering and administering the online payment facility to the student/customer or the third party making the payment.

• 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.

• Kellogg College may use the personal information provided to it to contact the student/customer or third party making the 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

• 'Card Issuer' means the institution which owns the debit or credit card you are using on the online payment facility.

• 'Online payment facility' means the internet based payment system operated on behalf of Kellogg College.

• 'Student Account' means the account operated and maintained by Kellogg College to record the Course Fees, Accommodation Fees, charges and other levies owed to the College by an individual student.

• 'Customer Account' means the account operated and maintained by Kellogg College to record the Course Fees, Accommodation Fees, charges and other levies owed to the College by a sponsor, commercial enterprise or non-student member of College.

- 'Kellogg College' or 'The College' means Kellogg College, a society within the University of Oxford.
- 'You' means the individual setting up an instruction using the online payment facility.