

Online Payment Services Terms and Conditions Statement

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Purpose	The statement relates to the Online Payment Services Terms and Conditions on IADT's websites
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Who needs to know about this document	All Staff, Students and external parties using the Institute's Websites
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Statement of Online Payment Services Terms and Conditions



Contents

1.0 Overview	3
2.0 Purpose.....	3
3.0 Scope	3
4.0 Statement.....	3
5.0 Further Information.....	9

1.0 Overview

This statement (together with the documents referred to on it) tells you the terms and conditions on which IADT supply any of the products or services listed on our website <https://store.iadt.ie> or <https://epay.iadt.ie> to you. Please read these terms and conditions carefully before ordering any products from our site.

You should understand that by using the store.iadt.ie or epay.iadt.ie websites, you signify your agreement to be bound by these Terms and Conditions.

2.0 Purpose

To outline the Institute's Online Payment Services Terms and Conditions in relation to Institute websites.

3.0 Scope

The statement relates to the online transactions in connection with the Institutes websites.

4.0 Statement

4.1 Information about us

<https://store.iadt.ie/> and <https://epay.iadt.ie> are the sites operated by Dun Laoghaire Institute of Art Design and Technology (IADT) for online payments. IADT is an Institute of Technology in Ireland, operating under the Institutes of Technology Acts [1992 - 2006]. IADT address is Kill Avenue, Dun Laoghaire, Dublin, Ireland. Our VAT number is IE 9586508N and Charity number is CHY12726.

4.2 Your status

By placing an order or making a payment through any of our sites, you warrant that:

- (a) You are legally capable of entering into binding contracts and
- (b) You are at least 18 years old.

4.3 How the contract is formed

4.3.1 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a product. All orders are subject to acceptance by us and we will confirm such acceptance to you by sending you an e-mail that confirms that the product has been dispatched (the Dispatch Confirmation). The contract between us (Contract) will only be formed when we send you the Dispatch Confirmation.

4.3.2 The Contract will relate only to those products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

4.4 Consumer rights

4.4.1 If you are contracting as a consumer, you may cancel a Contract at any time within seven working days, beginning on the day after you received the products. In this case, you will receive a full refund of the price paid for the products in accordance with our refunds policy.

4.4.2 To cancel a Contract, you must inform us in writing which can be via email. Where applicable, you must also return the product(s) to us immediately, in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

4.4.3 You will not have any right to cancel a Contract for the supply of any of the following products or services:

- Conferences or Events (please see clause 4.8.2 below for applicable cancellation policy and charges).

4.4.4 IADT adheres to the Online Dispute Resolution Platform ("ODR platform"). The ODR platform is an online platform for consumers and traders within the EU to resolve disputes regarding cross border e-commerce business transactions. When a complaint is lodged through the ODR platform, an alternative dispute resolution body will act as a referee between the IADT and the complainant in an attempt to resolve the dispute. Visit to <http://ec.europa.eu/consumers/odr/> to learn more and lodge a complaint if necessary.

4.5 Availability and delivery

Your order for a product will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within a reasonable time of the date of the Dispatch Confirmation, unless there are exceptional circumstances.

4.6 Risk and title

4.6.1 The products will be at your risk from the time of delivery.

4.6.2 Ownership of the products will only pass to you when we receive full payment of all sums due in respect of the products, including delivery charges.

4.7 Price and payment

4.7.1 The price of any products will be as quoted in Euro on our site from time to time, except in cases of obvious error.

4.7.2 These prices include VAT at the applicable rate, but exclude delivery costs, which will be added to the total amount due.

4.7.3 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an Order Confirmation.

4.7.4 Payment for all products will normally be by credit, debit card or PayPal.

4.7.5 For purchases of services such as conferences, other payment methods may be accepted – please contact relevant event organizer around alternative payment methods. If you choose to pay by an

alternative method, you will still need to complete the online registration form up to the payment stage. This will procure a pending registration which will be confirmed once payment in full has been received. Please note that pending registrations will only be held for 7 days.

4.7.6 IADT accepts no liability for:

- a) Any payment not reaching the IADT due to provision of incorrect account numbers or personal details.
- b) Any payment which is refused or declined by your credit or debit card supplier for any reason.
- c) Bringing to your attention the fact that your card supplier has declined payment. It is your responsibility to check that payment has been deducted from your account.

4.8 Our refunds policy

4.8.1 When you return a product to us:

(a) Because you have cancelled the Contract between us within the seven-day cooling-off period we will process the refund due to you as soon as possible and, in any case, within [30] days of the day you have given notice of your cancellation. In this case, we will refund the credit balance of the product, including the cost of sending the item to you. However, you will be responsible for the cost of returning the item to us.

(b) For any other reason (for instance, because you have notified us that you do not agree to any change in these terms and conditions or in any of our policies, or because you claim that the product is defective), we will examine the returned product and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund for the defective product. Products returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us.

4.8.2 If you cancel your order for a Conference or an Event, we will refund the value of the booking or any ticket sold upon proof of purchase, provided that cancellation takes place at least one month before the Conference or Event, unless the Conference or Event explicitly states that no refunds will be given. When cancelled less than one month but more than ten (10) working days before the conference we will refund a percentage of 70% of the charge, unless the Conference or Event explicitly states that no refunds will be given. No refunds will be given for cancellation less than ten (10) working days before the conference or Event date or for non-attendance without notification, unless a refund is made entirely at the discretion of IADT. Notice of cancellation must be sent to the Online Store Administrator by email to onlinestore@iadt.ie or to the event organizer listed in the product / service details.

4.8.3 Check each individual part-time/short course for refund policy associated with the particular course.

4.8.4 A valid registration may be transferred to another person at a cost of €20 to cover administration.

4.8.5 IADT offer no refunds for print system top-ups.

4.8.6 IADT will only refund any money received from you using the same method originally used by you to make an online payment.

4.9 Our liability

4.9.1 IADT warrant to you that any product purchased from us through our site is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied.

4.9.2 Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the product or service you purchased (and any losses which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us).

4.9.3 This does not include or limit in any way our liability:

- a) For death or personal injury caused by our negligence;
- b) Under the Consumer Protection Act 2007;
- c) For fraud or fraudulent misrepresentation;
- d) For any deliberate breaches of these Terms by us that would entitle you to terminate the contract between us;
- e) For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

4.9.4 IADT are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us and even if such losses result from a deliberate breach of these Terms by us that would entitle you to terminate the contract between us, including but not limited to:

- a) Loss of income or revenue
- b) Loss of business
- c) Loss of profits or contracts
- d) Loss of anticipated savings
- e) Loss of data or
- f) Waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise;

provided that this clause 4.9.4 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 4.9.1 or clause 4.9.2 or any other claims for direct financial loss that are not excluded by any of categories (a) to (f) inclusive of this clause 4.9.4.

4.10 Import duty

4.10.1 If you order products from our site for delivery outside Ireland and EU, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that IADT have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

4.10.2 Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. IADT will not be liable for any breach by you of any such laws.

4.11 Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our sites, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. 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.

4.12 Notices

All notices given by you to us must be given to the Dun Laoghaire Institute of Art Design and Technology at onlinestore@iadt.ie. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 4.11 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

4.13 Transfer of rights and obligations

4.13.1 The contract between you and us is binding on you and us and on our respective successors and assigns.

4.13.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

4.13.3 IADT may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

4.14 Events outside our control

4.14.1 IADT will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

4.14.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- a) Strikes, lock-outs or other industrial action.
- b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- e) Impossibility of the use of public or private telecommunications networks.
- f) The acts, decrees, legislation, regulations or restrictions of any government.

4.14.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. IADT will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

4.15 Waiver

4.15.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

4.15.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

4.15.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 4.12 above.

4.16 Severability

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

4.17 Entire agreement

4.17.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

4.17.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

4.17.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

4.18 Our right to vary these terms and conditions

4.18.1 IADT have the right to revise and amend these terms and conditions from time to time.

4.18.2 You will be subject to the policies and terms and conditions in force at the time that you order products or services from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the products).

4.19 Law and jurisdiction

Contracts for the purchase of products through our site 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 Irish and EU law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of Ireland.

5.0 Further Information

If you have queries in relation to this statement, please contact:

ICT Manager

Dun Laoghaire Institute of Art Design and Technology

Tel: 012394777

Email: ict_manager@iadt.ie