**Terms and Conditions – Recurring Card Payments**

The online payments and recurring card payments systems are provided by the College and its third party suppliers. The College may need to update these terms from time to time. Any changes will be immediately effective.

Please read these terms carefully before using the online payment facility. By using the online payment facility on this website you accept these terms

**Definitions and interpretation**

The terms used in this agreement have the meanings set out below unless the context requires otherwise:

* 'Card supplier' means the institution which owns the debit or credit card you are using on the online payment facility
* 'Instalment terms' means the set period and dates over which payment will be charged to 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 the College.
* 'Recurring card payment' means payment collections initiated by the College to collect amounts due under the Payment Plan Agreement.
* 'Student account' means the account operated and maintained by the College to record the fees, charges, or other debts owed to it by an individual student.
* 'The College means Edinburgh College, registered address: Sighthill Campus, Bankhead Avenue, Edinburgh EH11 4DE Scotland, United Kingdom.
* 'You' means the individual setting up a payment via the online payment facility

**Conditions**

All payments are subject to the following conditions:

* 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.
* Payments received will not be posted to the student account to which you are making a payment until the following working day.
* The College cannot accept liability for a payment not reaching the correct student account due to you providing an incorrect account number or other incorrect details whether personal or otherwise.
* The College cannot accept liability for a payment not reaching the correct student account where payment is refused or declined by the Card Supplier for any reason.
* If the card supplier declines payment, the College is under no obligation to bring this fact to your attention. It is your responsibility to check with the Card Supplier that payment has been deducted from the debit or credit account.
* The College will not be liable for any damages whatsoever arising out of the 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, whether based on warranty, contract, tort, delict or any other legal theory and whether or not advised of the possibility of such damages.
* All recurring card payments are also subject to the following conditions:
* Recurring card plans will only be available for invoices with a sum greater or equal to £250.00.
  + £250-£750: 3 Consecutive months (with the first paid prior to the start of your course)
  + £751-£1007: 4 Consecutive months (with the first paid prior to the start of your course)
  + £1008+ 5: Consecutive months (with 25% as the first payment paid prior to the start of the course)

By accepting these terms and conditions, you authorise the College to charge the debit or credit card account you have provided for the instalment term as per the College Tuition Fee policy.

You agree that there will either be sufficient availability under the credit card limit or sufficient funds in the debit card account to make the recurring card payments when they fall due under the instalment terms.

If a recurring card payment collection fails the College will make a second attempt at collection two working days after the first attempt.

If a second collection attempt fails the instalment terms become void and the outstanding amount will fall due for immediate payment.

**Refund policy**

Refunds will be only be issued as follow and around the advertised SAAS funding cut-off dates:

|  |  |
| --- | --- |
| **For full-time and part-time courses:** | **For short non-full-time courses:** |
| * Full refund before the tuition fee cut off. | * Full refund if attend <25% of the course. |
| * 75% refund if <7 days post cut off (between 1st and 7th) | * No refund if attend >25% of the course. |
| * 50% refund if <14 days post cut off (between the 8th and 14th) |  |
| * 25% refund if <21 Days (between 15th and 21st); and |  |
| * No refund after 21 days post cut off. |  |

A 10% administration charge will be deducted on amounts paid before the cut off dates as noted above. This is capped at £150.

A full refund (100%) will be offered if a course in cancelled by the College.

Refunds if applicable, can only be credited back to the debit/credit card used for the original transaction.

Payments taken in error by the College will be refunded in the same manner and any subsequent bank charges applied by the bank will also be refunded provided documentary evidence is supplied by the payer.

**Cancellation policy**

You can cancel your recurring card payment authorisation by contacting Edinburgh College by email to [finance@edinburghcollege.ac.uk](mailto:finance@edinburghcollege.ac.uk) at least 5 working days before the next instalment due date. Should a balance still be outstanding for tuition or accommodation fees the fee will become due for payment in full immediately.

Cancellations will be processed upon request if received within 5 days before the next instalment due date.

**Security**

All payment details which are entered through this payment gateway are encrypted when the student, or payer making payment, enters them. Communications to and from the service provider’s site are encrypted.

The College shall not be liable for any failure by the student or payer 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.

**Service provider**

Online payments of fees can be made by credit or debit card. These payments are not collected by the College directly but by the service provider.

When a student makes an online immediate payment, they will receive a confirmation email. If this is not received within 14 days it is the responsibility of the student to check with the College that the payment has been accepted.

A confirmation email will also be sent for recurring card payments and for any subsequent amendments to the plan

**Data protection**

For further information on how the College processes your personal data and your rights under the Data Protection Act, see:

[Edinburgh College data protection policy](https://www.edinburghcollege.ac.uk/media/4snphksg/data-protection-policy.pdf)