Online Payment Terms and Conditions

This Page sets out the conditions applicable to the payment of Fees by or on behalf of students in respect of tuition and accommodation costs to be provided to students by the University where you have been directed to this Page by the appropriate University’s authority.

In order for you to settle your fees efficiently the University has made available this web based online payment facility. Your use of the online payment system is subject to and constitutes acceptance of these terms and conditions. If you do not accept these terms do not use this facility and please contact the University to arrange a different method of payment, please email: studentfees@bham.ac.uk, telephone: +44121 414 6074 or fax: +44121 414 4898.

1. Definitions
In these Fee online payment Conditions the following words and phrases have the meanings indicated:

**Academic Year:** The University’s academic year, this runs from September until August of the following year.

**Accommodation Fee[s]:** the Fee payable including but not limited to Accommodation Pre-Payment by the student in respect of his/her residence in accommodation which is provided by the University's Accommodation Service.

**Accommodation Pre-Payment:** the Fee payable by the Student to secure the place in accommodation provided or arranged by the University's Accommodation Service.

**Fee[s]:** means a fee due to the University as specified by the University.

**Legislation:** Charter, Statutes, Ordinances, Regulations and Codes of Practice of the University from time to time.

**Miscellaneous Fee:** any other Fee which may become payable to the University as a consequence of choices made by the Student, and may include (but is not limited to) preessional fees, EISU preessional course fees, optional field trips and study visits, entry to events, library fines, student cards and key deposits.

**Programme:** The Programme of study; taught or research at the University.

**Student:** A person registered for a Programme with the University, or intending to register for such a Programme.

**School:** the department where the Student's Programme is registered within the University.

**Tuition Fee[s]:** The Fee payable in respect of the Programme (but are not limited to) programme deposits, bench fees, compulsory field study trips and costs of specialist equipment or materials provided for the Student's individual use for the Programme. Tuition Fees will vary between Programmes and the Student will be advised by the School where such tuition fees are assessed for the Programme.

**University:** The University of Birmingham, Edgbaston, Birmingham, B15 2TT, UK

2. Our Relationship with the Student or Applicant for the Programme

2.1 Admission to the University is subject to the requirement that the applicant will comply with the University’s registration procedure and the University’s Legislation. Students are required to abide by the University's Legislation and University's regulations in respect of Tuition Fees which can be found at **Section 5 Admission and Registration of the University’s Regulation**.

2.2 The Payment of any sums for Fees, Tuition Fees and/or Accommodation Fee paid by or on behalf of an individual shall not of itself constitute an agreement between the University and an individual. Only upon acceptance by the University of a request for registration by a Student on a Programme shall a contract come into being for the Student only with regard to such Programme. In accepting the offer of
admission, the Student accepts a contractual liability to pay the assessed Tuition Fees for each year of the duration of his or her registration in accordance with the regulations.

3. Online Payment Facility

3.1 All payments using this online payment facility are subject to the following conditions:

(i) You warrant that in using the online payment facility you are authorised to use the card or PayPal account for the payment you are making.

(ii) You confirm and undertake that in making any payment the payer is not breaching any third party rights and is not acting fraudulently or in breach of any laws or regulations.

(iii) Payments received may not be posted to the student account to which you are making a payment until the following working day.

(iv) The University 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.

(v) The University cannot accept liability for a payment not reaching the correct student account where payment is refused, declined or highlighted as potential fraud by PayPal, your card supplier or the University’s payment service provider for any reason.

(vi) If PayPal or your card issuer declines payment, the University is under no obligation to bring this fact to your attention. It is your responsibility to ensure payment has been completed in the payment transaction through the University service provider’s webpage.

(vii) You confirm and undertake that the data input by you will not contain any computer viruses or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or to surreptitiously intercept, access without authority or expropriate any system, data or personal information; nor will such data cause the University’s website to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the University’s service provider’s website is in any way impaired.

(viii) The University 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, or any other legal theory and whether or not advised of the possibility of such damages.

4. Tuition Fees

4.1 It is the responsibility of the Student to ensure that the University's Tuition Fees in respect of the Programme are paid at the beginning of each Academic Year of study or dates for payment notified by the University.

4.2 If the Student does not pay the Tuition Fees, there are consequences for the Student’s progression as set out in the University's Regulation in particular Section 5 Admission and Registration of the University's Regulation http://www.birmingham.ac.uk/Documents/university/legal/regulations-part5.pdf

4.3 Payment of Tuition Fees by a person or organisation other than the Student does not constitute a contract for admission to the University, nor for the provision of a Programme between such person or organisation and the University.

4.4 The Student accepts the University’s offer by registration online or in person with the University for the Programme and the payment of Tuition Fees using the online payment facility where directed by the University. The Student has 14 days from date of completing the University’s registration in which to cancel acceptance in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. The cancellation period will expire 14 days after the date of the Student’s registration for the Programme. To exercise the right to cancel, the Student must inform the University by means of a clear statement setting out the decision by way of post or e-mail before the cancellation period has expired. As applicable, if the Student cancels within the cancellation period having made payment of Tuition Fees via this online payment facility with the current registration procedure, the University will process the appropriate refund of the appropriate Tuition Fees received within the cancellation period within 14 days after the day on which the University is informed of the cancellation.

5. Accommodation costs
5.1 If the Student chooses to live in University accommodation, the Student needs to make arrangements to pay the accommodation fees as directed. Payments for Accommodation Fees, Accommodation Pre-Payment are subject to the terms of the Student’s accommodation contract (e-Contract).

5.2 Failure to pay the Accommodation Fees may result in legal action which will include either referral to an external debt collection agency, or an application being made to the County Court to begin eviction proceedings to remove the Student from the accommodation. This course of action will incur additional costs and could affect the Student’s credit rating in the future.

6. Miscellaneous Fees
Each of the University’s services and activities which may give rise to Miscellaneous Fees has its own specific Terms and Conditions of use/participation, including details of fees payable and refund arrangements.

7. Refunds
Refunds (if applicable) must be requested and supported by written authorisation from the Student. The University will make any refund payable to the card account or bank account from which the original payment was received.

8. Currency Conversion Costs, Bank Charges and other currency charges
All payments made through this online payment facility must be made in Pounds Sterling. Any currency conversion costs or other charges incurred in making the payment or in processing a refund shall be borne by the Student or the third party making payment and shall not be deductible from the amounts due to the University.

9. Limitation of the Online Payment Facility and website
9.1 The University does not guarantee that use of this website will be compatible with all hardware and software which may be used by visitors to this site.

9.2 The University shall not be liable for any failure by the Student 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. It is your responsibility to ensure that the University is advised of any errors you notice following data submitted through this online payment facility.

9.3 On receipt of confirmation from the University’s service provider, the University will confirm to the Student that the payment has been received and accepted by the University. In the event that the Student does not receive confirmation within 14 days of making the payment it is the responsibility of the Student to check with the University that the payment has been accepted.

9.4 The Student shall remain responsible for the Fees until such time as the confirmation as referred to above is received from the University in relation to each of these and any outstanding amounts owed to the University.

9.5 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 (and expressly disclaims all) representations or warranties of any kind, express or implied, with respect to this website or the information, content, products or services included in this website. The University hereby excludes all implied warranties, conditions or other terms, whether implied by statute or otherwise, including without limitation any terms as to skill and care or timeliness of performance, or the security of the online facility.

9.6 In addition, the University does not represent or warrant that the information accessible via this website is accurate, complete or current.

9.7 Except as provided in the clause 9.8, the University and its officers and employees, will be under no liability to users of this website and the online payment facility whatsoever in contract, tort (including negligence), breach of statutory duty, restitution or otherwise for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, loss of data, theft of data, 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,
9.8 These terms and conditions do not exclude liability (if any) to users of this website and the online payment facility for personal injury or death resulting from the University’s negligence, for University’s fraud or for any matter which it would be illegal for the University to exclude or attempt to exclude its liability.

10. Data protection
You consent to your personal information being collected by the University and the University’s service provider. The University will use the personal information for the payment process for the purposes of payment processing, transaction of the payment, legal, administration and management purposes for the Fees.

11. Changes to these terms and conditions
These Online Payment Terms are in addition to other relevant terms and conditions. The University may change these terms from time to time. Any changes to the terms and conditions for online payment will apply to any subsequent online payment transactions with the University through this page. You should print a copy of these Terms or save them to your computer for future reference. Every time you wish to make an online payment, please check these terms to ensure you understand the terms which will apply at that time.

12. Governing Law
These Terms and Conditions are governed by and to be construed in accordance with English Law. Any disputes shall be subject to the exclusive jurisdiction of the English courts. These terms are only in the English language.