**ALADDIN TERMS & CONDITIONS FOR ELAVON EPAYMENTS**

**USER AGREEMENT**

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**These Terms govern the relationship between you and the School when you use or access the payment services.**

**1. DEFINITIONS**

* 1.1. When the following words with capital letters are used in these Terms, this is what they will mean:
	+ **Event Outside Our Control**: is defined in section 8.2;
	+ **Payment Request**: your request to pay for a School Event using the Payment Services;
	+ **School Events**: events such as sporting and other activities, term fees, class tours and school fund raising activities and the purchase of school equipment such as computers and stationary;
	+ **Payment Services**: the electronic payments facility that allows you to pay for School Events. The school has an agreement with our merchant account provider to provide the payment services.
	+ **Terms**: the terms and conditions set out in this document; and
	+ **We/Our/Us**: the School making the payment request.
* 1.2. When We use the words "**writing**" or "**written**" in these Terms, this will include e-mail unless We say otherwise.

**2. OUR CONTRACT WITH YOU**

* 2.1. These are the terms and conditions governing your use of the Payment Services.
* 2.2. Please ensure that you read these Terms carefully, and check that the details on the Payment Request are complete and accurate, before you submit the Payment Request. If you think that there is a mistake or require any changes, please contact Us to discuss.

**3. USE OF THE PAYMENT SERVICES**

* 3.1 When you have a requirement to make a payment using the Payment Services a web link will be sent to the email address or mobile phone number provided by you. When you click on the link you will be brought to a personal payment webpage listing the payments due on your account. When you click to pay a particular payment and enter your payment details your Payment Request will be made.
* 3.2. Our acceptance of the Payment Request will take place when We send you a confirmation email with details of your payment. If We are unable to supply you with the Payment Services, We will inform you of this and We will not process the Payment Request.
* 3.3. We will assign a reference number to the Payment Request and inform you of it when We confirm the Payment Request. Please quote the Payment Request number in all subsequent correspondence with Us relating to the Payment Request.
* 3.4. All payments received for School Events are deposited into The School account directly and applied to the relevant School Event.

**4. CHANGES**

* 4.1. We may revise these Terms from time to time to reflect the following circumstances:
	+ 4.1.1. changes in relevant laws and regulatory requirements; and
	+ 4.1.2. changes in the way in which we provide the Payment Services.
* 4.2 If you wish to cancel a Payment Request before it has been fulfilled, please see your right to do so in section 9.

**5. IF THERE IS A PROBLEM WITH THE PAYMENT SERVICES**

* 5.1. In the unlikely event that there is any defect with the Payment Services and you are unable to make a payment:
	+ 5.1.1. please contact Us and tell Us as soon as reasonably possible; and
	+ 5.1.2. We will use every effort to repair or fix the defect as soon as reasonably practicable.

**6. PRICE AND PAYMENT**

* 6.1. The price of the School Event will be set out on the payment page.
* 6.2. Payment will be taken in advance with the credit or debit card types specified on Our website. We cannot process American Express, Diners and/or JCB.

**7. OUR LIABILITY TO YOU**

* 7.1. If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by you and Us at the time we entered into this contract.
* 7.2. We only provide the Payment Services for domestic and private use. You agree not to use the Payment Services for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
* 7.3. We do not exclude or limit in any way Our liability for:
	+ 7.3.1. death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
	+ 7.3.2. fraud or fraudulent misrepresentation; or
	+ 7.3.3. breach of any terms implied by statute to protect consumers, which cannot be excluded by law, under the Sale of Goods and Supply of Services Act 1980 and the Consumer Protection Act 2007.

**8. EVENTS OUTSIDE OUR CONTROL**

* 8.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
* 8.2. An Event Outside Our Control means any act or event beyond Our reasonable control.
* 8.3. If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
	+ 8.3.1. we will contact you as soon as reasonably possible to notify you; and
	+ 8.3.2. our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control.

**9.Y OUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

* 9.1. Refunds relating to School Events are given at Our discretion.
* 9.2. In limited circumstances the Payment Services may be used to pay for physical goods. A seven (7) day cooling off period is provided during which a refund will be provided for physical goods. This period starts from the date that you have been advised that the goods are available for collection. In order to receive a refund, you must return the goods to us, at which point the payment will be refunded.

**10. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

* 10.1. We may have to cancel a Payment Request due to an Event Outside Our Control or other reasons. If this happens:
	+ 10.1.1. we will promptly contact you to let you know; and
	+ 10.1.2. if you have made any payment in advance for physical goods that have not been delivered to you, We will refund these amounts to you.
* 10.2. We may cancel the Payment Request at any time with immediate effect by giving you written notice if:
	+ 10.2.1. you do not pay Us when you are supposed to; or
	+ 10.2.2. you break the contract in any other material way and you do not correct or fix the situation within ten days of Us asking you to in writing.

**11. INFORMATION ABOUT US AND HOW TO CONTACT US**

* 11.1. If you have any questions or if you have any complaints, please contact Us using either the school details included on your confirmation email or the contact details available on Our website.

**12. HOW WE MAY USE YOUR PERSONAL INFORMATION**

* 12.1. Protecting your privacy is very important to Us. Please review the Schools Privacy Policy in order to better understand Our commitment to maintaining your privacy, as well as Our use and disclosure of your Information.

**13. OTHER IMPORTANT TERMS**

* 13.1 The processing of the payments made under this Agreement is undertaken by a third party payment service provider. Realex provides the payment gateway services to verify credit card information is valid. Cloudware Limited (T/A Aladdin Schools) provide website hosting services to facilitate the Payment Services. Aladdin Schools is not involved in the collection of any financial transaction information. We shall not be responsible or liable to you for the failure of any third parties to provide the Payment Services.
* 13.2. This contract is between you and Us. No other person shall have any rights to enforce any of its terms.
* 13.3. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
* 13.4. If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
* 13.5. These Terms are governed by the laws of the Republic of Ireland. You and We both agree to submit to the exclusive jurisdiction of the courts in Ireland.