



## Online Payment Terms and Conditions

**These are the terms and conditions (Terms) on which we supply products to you. Please read these Terms carefully before you submit your order to us. These Terms tell you how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.**

### **1. How to contact us**

- 1.1 The Association of Governing Bodies of Independent Schools (**AGBIS**) accepts overall responsibility for website payment transactions. Our address is AGBIS, 3 Codicote Road, Welwyn, Hertfordshire, AL6 9LY.
- 1.2 Please contact us at [enquiries@agbis.org.uk](mailto:enquiries@agbis.org.uk) or call AGBIS on 01438 840730 for help and support with online bookings and payments.

### **2. Your Order**

- 2.1 Our acceptance of your order will take place when we send you a “confirmation of your payment” email at which point a contract will come into existence between you and us.
- 2.2 AGBIS may reject an order in certain circumstances, namely:
  - 2.2.1 your order breaching the requirements of these Terms or our Membership Criteria (available at <http://www.agbis.org.uk/membership/becoming-a-member>);
  - 2.2.2 the product you order is unavailable;
  - 2.2.3 our inability to obtain authorisation for your payment; or
  - 2.2.4 a relevant pricing or product description error being identified.
- 2.3 If your order is rejected, we will contact you to confirm this and reverse the payment you have made for that order.
- 2.4 We reserve the right to make changes to the product to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the product. We shall notify you in any such event.
- 2.5 You have the right to cancel your contract for the purchase of a product, provided you notify us of the cancellation no longer than 30 days after the day of purchase. For webinars, seminars, conferences, reviews of governance and onsite training we will refund the purchase price you have paid for the product as per our cancellation policy (see clause 6.6). For products such as publications and e-learning courses, please see clause 6.6 for further conditions.

### **3. Price**

- 3.1 The price of the product will be the price indicated on the order page when you place your order. We take reasonable care to ensure that the price of the product advised to you is correct. However, if the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and could reasonably have been recognised by you as a mispricing, we may end the contract and offer you the product at the correct price.
- 3.2 If you think the price of a product or invoice is wrong please contact us promptly to let us know.

### **4. Payment**

- 4.1 When you place an order for a product, you will need to supply us with details of a payment method, such as a credit or debit card, (**Payment Method**).
- 4.2 If you elect to store a Payment Method with AGBIS that Payment Method will automatically be used.
- 4.3 In the event that you supply or attempt to use an invalid Payment Method, or a Payment Method which has lapsed, an order made using that Payment Method will fail.
- 4.4 If we suspect that you are not entitled to use your Payment Method, we reserve the right to suspend or terminate the contract with you at any time.
- 4.5 Credit card details are entered on a secure page and they are transferred using SSL or another technology, depending on what applies. Card details are processed via Stripe. AGBIS accept 3D Secure transactions.

### **5. Privacy and Data Protection**

- 5.1 Our Privacy and Cookie Policy ([www.agbis.org.uk/privacy-policy-and-cookie](http://www.agbis.org.uk/privacy-policy-and-cookie)), sets out the terms on which we process any personal data we collect from you, or that you provide to us.

### **6. Delivery, Return, Cancellation**

#### Delivery

- 6.1 Membership details and details of training and seminars/conferences will be sent by email or post to the address provided by you at the time of booking or the address that we have for you on our systems. The e-learning courses will be available as soon as we accept your order.
- 6.2 If you don't receive your products in the expected time, please contact us on 01438 840730 (standard call charges apply).
- 6.3 Products such as hard-copy publications will normally be sent by second class post unless urgent delivery is requested. The estimated delivery time upon receipt of your order is 7 working days. Please contact us at [enquiries@agbis.org.uk](mailto:enquiries@agbis.org.uk) or 01438 840730 to arrange special delivery at an extra cost.

- 6.4 If delivery is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

Quality

- 6.5 If you are unhappy with the quality of the product please contact us using the details set out in clause 1.

Cancellation and Refunds

- 6.6 In addition to the cancellation policy set out at clause 2.5 the following conditions will apply to products that have been ordered and accepted by us:

6.6.1 Webinar, seminars, conferences and onsite training.

Days before the date of event that notice of cancellation is received	Remedy
30 or more	100% refund
15 – 29	<u>Webinars: A recording of the webinar will be sent to you.</u>
	Seminars & Conferences: You will be allowed to transfer your seminar or conference booking to another AGBIS organised seminar or conference in the same Academic Year. You will be required to pay the difference if the rearranged seminar or conference costs more than the cancelled seminar or conference.
	<u>Onsite training / Review of Governance:</u> You will be allowed to rearrange your booking for a further date in the same academic year subject to availability. In the absence of suitable availability, AGBIS, at its discretion may allow the booking to be transferred to the subsequent academic year.
Less than 15	We regret that no refund or transfer of booking can be made for a seminar, conference, onsite training or Review of Governance. For webinars a recording of the webinar will be sent to you

6.6.3 Publications. You must return the publications to us in a resaleable condition within 7 days of notifying us that you wish to cancel the contract (as set out in clause 2.5). You are responsible for paying the full cost of returning the publications to us.

6.6.4 E-learning courses. In addition to notifying us that you wish to cancel your order (as set out in clause 2.5) to qualify for a refund you must not have accessed any of the courses in your order.

6.7 Notice of cancellation should be sent to us using the details set out in clause 1.

## **7. Liability**

7.1 Nothing in these terms shall limit or exclude our liability for:

7.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

7.1.2 fraud or fraudulent misrepresentation;

7.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

7.1.4 any matter in respect of which it would be unlawful for us to exclude or restrict liability.

7.2 Subject to the extent stated at clause 7.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

7.3 Subject to clause 7.1:

7.3.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and

7.3.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort including negligence, breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for services under such contract.

## **8. Minimum Age**

By placing an online order for our products and services you are declaring that you are 18 years of age or over.

## **9. Click to Accept**

When you 'Click to Accept' or click an acknowledgement button on our website you are agreeing to accept our Terms including order, return/refund policy. We agree not to mark such tick box by default so that our customers can tick it before completing the purchase.

**10. Transaction Currency**

All transactions will be conducted in GBP (UK £) and this will be clearly indicated on our website.

**11. Card Association**

Card association marks are visibly displayed on our website.

**12. General**

12.1 No part of these terms and conditions will be enforceable by any third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

12.2 Failure or neglect by either party to enforce any provision of these terms and conditions shall not be construed nor shall be deemed to be a waiver of that party's rights under the Agreement and shall not prejudice that party's rights to take subsequent action.

12.3 In the event that any provision of these terms and conditions is held to be illegal, invalid, void or unenforceable, it shall be severed from the remaining provisions, which shall continue in full force and effect.

12.4 These Terms shall be governed by and interpreted in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.