

## PAYMENT GATEWAY TERMS OF USE

### CREDIT CARD PROCESSING TERMS AND CONDITIONS

#### 1. Definitions

- **Course Fees** means the total monies transacted through the Gateway from the Buyers on behalf of the College
- **Buyers** means the clients of the Commonwealth Bank using the Commonwealth Bank Payment Gateway
- **Credit Card Processing** means the act of transacting the payment from the Buyer
- **Gateway** means the facility for collecting Visa and Mastercard payments from Buyers on behalf of the College, a service offered by the Commonwealth Bank
- **Service Fees** means the fees the Commonwealth Bank charges the Organiser (Kenvale College) for the user of the Gateway. Currently set at **1.4%** of the Course Fees
- **Terms of Service** means the terms governing the usage of the Commonwealth Bank and applies to the products and services, available for purchase via [http://www.kenvale.edu.au/news-events/short\\_courses](http://www.kenvale.edu.au/news-events/short_courses).

#### 2. Disclaimer

This payment gateway service is being provided in order to facilitate access to our customers to pay for Kenvale College courses and events online through an electronic and automated collection and remittance service (the "Payment Gateway") hosted through the Commonwealth Bank (the 'Payment Service Providers'). Kenvale College makes no representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified for this purpose. The User expressly agrees that his/ her use of the aforesaid online payment Service is entirely at his/her/their own risk and responsibility of the User.

#### 3. Limitation of Liability

- i. Kenvale College is providing this service to you simply as a matter of convenience. Kenvale College expressly disclaims any claim or liability arising out of the provision of this service. You agree and acknowledge that you shall be solely responsible for your conduct and that Kenvale College expressly reserves the right to terminate your rights to use the service at any time it deems fit.
- ii. Kenvale College and its employees shall in no way be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, data or any other intangible losses arising out of or in connection with the access to or usage of the Payment Gateway service.
- iii. Kenvale College assumes no liability whatsoever for any monetary or other damage suffered by you on account of any delay, failure, interruption, or corruption of any data or other information transmitted or any interruption or errors in connection with the use and operation of the Payment Gateway service.
- iv. You shall indemnify Kenvale College and their respective officers, directors and employees, from any claim or demand, or actions. Kenvale College will not be liable for any failures in the external link or for any fraud perpetrated either at the payment gateway and/or at the bank end that could take place during or after the time of you making payment.

- v. You agree, understand and confirm that any personal data including details related to debit card/credit card or Bank accounts submitted by you during the time of making payment is transmitted over the Internet and is susceptible to misuse, theft and/or fraud and that Kenvale College has no control over such matters.
- vi. Although all reasonable care has been taken towards guarding against unauthorised use of any information transmitted by you, Kenvale College does not in any way guarantee that the use of the payment gateway will not result in theft and/or unauthorised use of data over the Internet.

#### **4. Payment Process**

- i. When Kenvale College of Hospitality, Cookery and Events elects to use the Payment Gateway for the collection of course fees, payment processing occurs directly through the Commonwealth Bank.
- ii. Under the Credit Card Processing option, the Commonwealth Bank will collect all course fees on behalf of the College from customers and deduct all applicable Services Fees from the Course Fees collected by the Commonwealth Bank, and then pass the remainder along to the College within five (5) business days of the receipt of the fees for the course to which the Course Fees correspond through an electronic funds transfer provided that the Commonwealth Bank reserves the right to withhold funds
  - a. at any time as the Commonwealth Bank determines to be necessary for the processing and settlement of all refunds, disputed charges, charge backs, customer complaints, allegations of fraud, and other discrepancies and
  - b. as otherwise permitted pursuant to this Terms of Service.
- iii. The Commonwealth Bank, in its sole discretion, may determine to advance a portion of Course Fees to Kenvale College prior to the period set forth above, on such terms and conditions as the Commonwealth Bank may establish from time to time.
- iv. No payments shall be made to the Kenvale College from the Commonwealth Bank with respect to any event that is cancelled. If payments have already been made by the Commonwealth Bank to the College for a cancelled event, the amount will immediately refund to the Commonwealth Bank all such payments upon cancellation of such event unless the customer wishes to attend a similar event at a later date.
- v. All sales, fees, charges, and funds are payable in AUS Dollars.

#### **5. Refunds**

- i. In the event of student cancellations, a full refund will be issued unless the Buyer is happy to attend a similar course at a later period.
- ii. No refund will be given for student cancellations after 3 days before the Course starts.
- iii. Refunds issued will not be processed through the Site, unless otherwise agreed to by the Commonwealth Bank in its sole discretion.
- iv. Subject to the foregoing, refunds issued by the College will be processed within thirty (30) days after the College instructs the issuance of the refunds via the Site.
- v. All communications or disputes regarding refunds are between the College and the Buyer, and the Commonwealth Bank will not be responsible or liable for, and the Organiser hereby agrees to fully indemnify the Commonwealth Bank and its affiliates for, refunds, errors in issuing refunds, or lack of refunds in connection with the use of this option
- vi. Notwithstanding the foregoing, you acknowledge and agree that the Commonwealth Bank shall have the right to force a refund at any time for any reason or no reason, including

without limitation if the Commonwealth Bank receives complaints from a substantial number (as determined by the Commonwealth Bank in its sole discretion) of Buyers with respect to the applicable course or another event held by Kenvale College, or the Commonwealth Bank determines in its sole discretion that Kenvale College has engaged in any fraudulent activity or made any misrepresentations. Further, if one or more Buyer(s) request a refund, whether due to a cancelled event or for any other reason where the Commonwealth Bank would reasonably expect to lose a chargeback, the Commonwealth Bank may, in its sole discretion, issue such refund to such Buyer(s), and Kenvale College shall then owe the amount of such refund to the Commonwealth Bank.

## **6. Credit Card Charge Backs**

- i. Under the CCP option, any credit card charge backs initiated by a Buyer for any reason with respect to an event shall be charged back to the College of such event. All communications and disputes regarding charge backs are between Kenvale College and the Buyer, and the Commonwealth Bank will not be responsible or liable in any way for, and the College hereby agrees to fully indemnify the Commonwealth Bank and its affiliates for, charge backs issued in the course of the use of the CCP option.
- ii. Please note a \$30.00 + GST charge per credit card charge back.

## **7. Debit/Credit Card, Bank Account Details**

You may pay bills at Kenvale College by using a Debit/Credit Card or through your Internet Banking Account. You submit and agree that the debit/credit card details provided by you to the Payment Gateway for payment transaction processing will be correct and you shall not use a debit/credit card, which is not lawfully owned by you. You agree that when you initiate a payment transaction and/or issue an online payment Instruction and provide your Debit/Credit Card or Bank account details:

- i. You warrant that you are fully and lawfully entitled to use the said Debit/Credit Card or Bank Account for such transactions.
- ii. You are responsible to ensure that all the Debit/Credit Card or Bank Account details provided by you are accurate.
- iii. You are authorising the debit to the nominated Debit/Credit Card or Bank account for the settlement of bills selected by you along with the applicable fees.
- iv. You are responsible to ensure that sufficient credit is available on your presented Debit/Credit Card or Bank Account at the time of making the payment to permit the payment of the bill/s selected by you inclusive of the applicable fees. Convenience fees shall be levied for Online Payments using any payment channel (Credit Card/Debit Card/Net Banking/Wallets & Cash Cards). A Convenience fee can also be referred to as the Internet handling fee. A Convenience fee can be either a flat fee (Net Banking) or a percentage (Card Gateway & Wallets & Cash Cards) of the amount that you pay depending on the payment mode selected.

## **8. Refund / Transaction Cancellation**

In the event of a refund of the amount to the customer for any reason, the amount will be refunded through Gateway process only and no cash refunds will be made.

By proceeding ahead with the payment process you expressly agree and provide your consent to the Terms and Conditions as mentioned above.