

STUDENT PORTAL AND PAYMENT SERVICES

Terms and Conditions

These Online Services Terms and Conditions ("Terms and Conditions") apply to the use of the online payment transaction and CHS student-portal services ("Services") for the payment of Cambridge High School (CHS) Fees or costs as made available by CHS (the School) from time to time through the student portal website.

These Terms and Conditions constitute a contract between you and the School. Please read them carefully. CHS is an operating business located in New Zealand, Cambridge. Please note that the Terms and Conditions may be altered or added to by CHS at any time that the school determines necessary, with or without notice. Please, therefore, ensure that you read the Terms and Conditions carefully on each occasion that you use the Services.

It is strongly recommended that you take and retain a copy of any payment transactions and/or application submitted for record keeping purposes.

Purpose

- 1. You may use the Services for the purposes of making payments to Cambridge High School where the school offers the Services, provided that you do not:
- In any way damage or disrupt the Services / operation of the Services.
- Use the Services for any unauthorised or unlawful purpose.

Your warranties

- 2. You warrant that:
- You are aged 18 or over.
- You have the appropriate authority to validly accept the Terms and Conditions, and are able to and will meet your obligations in relation to these Terms and Conditions.
- The credit or debit card used in connection with the Services is issued in your name.
- You are liable to the credit or debit card issuer for all charges incurred in the use of the Services.
- The information supplied by you is true and correct.

Payment

- 3. Payment may be made using only Visa or MasterCard credit or debit cards.
- 4. The School may contact you to confirm your credit or debit card details.
- 5. All charges are in New Zealand Dollars and inclusive of GST (if any).



- 6. Part payment of Fees is acceptable provided the full payment is made by the due date.
- 7. All payments must be paid in full by no later than the final date for payment set out in your account statement. Please take in to account the time required for the payment to be processed.
- 8. Upon completing a transaction using the Services, you will be presented with a confirmation screen verifying the transaction details you wish to process. It is your responsibility to verify that all transaction information and other details are correct. The School shall have no liability for transactions which are incorrect as a result of inaccurate data entry in the course of the use of the Services or for loss of data or information caused by factors beyond Cambridge High School's control.
- 9. Once a payment has been made it cannot be cancelled.
- 10. The School accepts no responsibility for refusal or reversal of payments, which shall be a matter between you and your credit or debit card issuer.

Provision / collection of information

- 11. You acknowledge that the credit or debit card information supplied by you in relation to the use of the Services is processed through a secure third party website. The only information supplied to Cambridge High School via the third party website is:
- The name of the card holder and card type.
- The first 6 and last 2 digits of the credit or debit card (for validation purposes).
- The payment amount.
- The time of payment.
- The Online Payments payment reference number.
- The payment outcome.
- The bank's authorisation code.

12. By using the Services you agree:

- To provide information through electronic means, i.e. you agree to provide any relevant information, in the format and to the standards described for each transaction/application.
- That the information supplied by you will be retained in electronic form.
- To receive information through electronic means.
- 13. You hereby authorise Cambridge High School to collect information about you (including information about transactions processed by you) from time to time through the schools Student Portal website. Any such information collected shall be treated in accordance with the school's Privacy Statement, the Privacy Act 1993 and the Local Government Official Information and Meetings Act 1987.



Refunds

14. Requests for refunds must be made by contacting the Student Office or by phoning 07 8275415. If the request is granted, the refund will be transferred, in the first instance, to other outstanding fees, or to a bank account number, of the payer's choice.

Disputed amounts

15. If you dispute the outstanding amount on your account, please contact Cambridge High School's Finance Manager on accounts@camhigh.school.nz.

Security

16. Payments using the Services are made through a secure third party website. However, you acknowledge and agree that Internet transmissions cannot be guaranteed to be entirely secure or private and any information provided by you (including credit or debit card information) may be able to be read and/or intercepted by a third party. Cambridge High School shall have no liability for the interception and/or 'hacking' of any data or other unauthorised access to information provided by you for the purposes of the Services.

Online Services Account

- 17. To pay your Accommodation Fees you must have an online student portal account ("account").
- 18. By registering for an account you confirm and agree that:
- You are the person identified in the registration information submitted.
- You are authorised to register on and use this Service.
- You agree to lodge and accept information electronically via the email address you have provided for this purpose.
- You will keep your user name and password safe and will not disclose them to anyone.
- You will notify us as soon as you know or believe that there is any unauthorised, fraudulent or unlawful use of your registration information, including the use of your user name and password.
- You will not create multiple or false accounts.
- 19. The School reserves the right to deactivate or suspend your account if there is any breach of any of Cambridge High School's terms and conditions, including but not limited to these terms and conditions.
- 20. You have the right to access the information in your account and request for any information to be corrected. Contact Cambridge High School's Administration for any assistance.



Exclusion / limitation of Cambridge High School's liability

21. To the extent permitted by law, Cambridge High School does not accept liability for any damage, loss, costs (including legal costs), expenses, indirect losses or consequential damage of any kind which may be suffered or incurred by you from the use of the Services. If, for any reason, Cambridge High School is found to be liable to you for any damage or loss which arises as a result of your use of the Services, The School's liability shall be limited to the amount paid by you through the Services or \$100, whichever is the lesser.

Consumer Guarantees Act 1993

22. If the Consumer Guarantees Act 1993 applies to your transaction you may have rights or remedies that are not excluded or limited by clause 17. If you are using the Services for business purposes, the exclusions and limitations set out in clause 17 will apply and the provisions of the Consumer Guarantees Act 1993 are hereby excluded.

Use / Availability of Services

- 23. The School (CHS) does not warrant or guarantee that the Services and/or your use of the Services will be error-free, immediate, virus free and/or continuously available or that the information provided through the Services will be complete, accurate and/or up-to-date.
- 24. The School (CHS) reserves the right to suspend, amend or cancel the Services at any time either temporarily or permanently.

Selwyn College Website Terms and Conditions

25. These Terms and Conditions form part of Cambridge High Schools Terms and Conditions of Use, which apply to general School website usage. By agreeing to comply with the Terms and Conditions you also agree to comply with The School's Website Terms and Conditions of Use. If there is a conflict between The Schools Website Terms and Conditions of Use and these Terms and Conditions, the Online Payment Terms and Conditions shall prevail.

Indemnity

- 26. You agree to indemnify Cambridge High School for any loss, cost or expense suffered or incurred by the School as result of:
- Your breach of your obligations under the Terms and Conditions.
- Intentional misuse of the Services.
- Your negligent acts or omissions.



 Any claim brought against Cambridge High School by a third party in relation to your use of the Services.

Governing Law

27. The Terms and Conditions are governed by New Zealand law. The New Zealand Courts have exclusive jurisdiction over any matter in connection with the Services and these Terms and Conditions.

Credit Card Information Security Policy

28. Cambridge High School BOT uses the DPS Payment Express Payment Gateway for its online credit and debit card transactions. DPS processes online credit and debit card transactions securely for thousands of merchants globally, providing a safe and secure online payment service.

- Payments are processed in real-time.
- The School does not have access to your full card number, this credit or debit card payment is secured by DPS.
- DPS have bank grade security. All transaction details are stored in their Payment Card Industry (PCI) Centre.
- DPS Payment Express Software is certified with over 200 banks globally.
- A 2.5% credit card fee will be applied to payments via the Student Portal.

Visit the DPS Windcave/Payment Express website for more info on online credit card payments.

Windcave/Payment Express Privacy Policy www.paymentexpress.com