

Online payment, Terms & Conditions

These terms and conditions ('online terms') apply to all purchases of goods and/or services from Antrim and Newtownabbey Borough Council made by you on this website.

1. Terms

By purchasing any products or services from Antrim and Newtownabbey Borough Council you are agreeing to be bound by the website terms and these online terms. Making payment for goods or services using a credit or debit card your order will be processed by our payment solution provider through a 256-bit Secure Socket Layer connection (SSL). No credit card numbers are held by Antrim and Newtownabbey Borough Council. Further information on how Worldpay or Sage Pay processes your information is available from the www.worldpay.com and www.sagepay.com.

2. Data Protection/Personal data

We are collecting information from you for the purposes of online payments. This is in accordance with the Supply of Goods and Services Act. Information collected may be shared with our online payment provider who collect the payments on our behalf. Information will not be transferred to countries outside the EEA. All information collected and processed may be subject to audit. The Council may also process the information for research purposes carried out in the public interest. All information will be held in accordance with the Council's retention and disposal schedule (see www.antrimandnewtownabbey.gov.uk/Council) and will be disposed of securely when no longer required. You have a number of rights with regard to data we hold on you – for further information see the Information Commissioner's website <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>. If at any point you believe the information we process on you is incorrect you can request to see this information and even have it corrected or deleted. If you wish to raise a complaint on how we have handled your personal data, you can contact our Data Protection Officer who will investigate the matter. Antrim and Newtownabbey Borough Council's Data Protection Officer is:

Paul Casey, Borough Lawyer

Antrim Civic Centre, 50 Stiles Way, Antrim, BT41 2UB , T: 028 94 463113

E: paul.casey@antrimandnewtownabbey.gov.uk

If you are not satisfied with our response, or believe we are not processing your personal data in accordance with the law, you can complain to the Information Commissioner's Office (ICO). Antrim and Newtownabbey Borough Council is a registered Data Protection controller with the Information commissioner's Office.

3. Payment

Payment will take a minimum of 24 hours to reach the account to which you are making a payment. Antrim and Newtownabbey Borough Council does not accept liability for payment not reaching the intended account due to a customer quoting an incorrect account number.

4. Pricing

The price you pay is the price displayed on this website at the time you place your order, and this price will remain valid until the goods and services are supplied or until the order has been cancelled.

5. Refunds and cancellation policy

All refunds are issued at the discretion of Antrim and Newtownabbey Borough Council and will be credited online only to the account of the credit card making the original payment. However the Council can issue individual cheques or BACS payments to other accounts if requested. Please note: The Council will not refund you for classes cancelled within 24 hours of the start time of the class.

6. Complaints

Should you have a complaint in respect of the online payment facility, then you can email, fax or telephone Antrim and Newtownabbey Borough Council regarding your complaint (all contact details are available on the website www.antrimandnewtownabbey.gov.uk).

7. Confirmation of payment

Confirmation of your payment will be displayed on your screen after you make the payment, once the payment has been authorised and accepted and you will receive a confirmation email.

8. **Disclaimer**

While Antrim and Newtownabbey Borough Council makes every effort to maintain the accuracy of the information on its website, it disclaims any warranty or representation, express or implied, about accuracy, completeness or appropriateness for a particular purpose.

9. **Limitation of liability**

In no event will Antrim and Newtownabbey Borough Council, its suppliers, or other third parties mentioned at this site be liable to you for any damages whatsoever (including, without limitation, those resulting from lost profits, lost data or business interruption) arising out of the use, inability to use, or the result 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.

10. **Misuse**

Misuse of a credit card or debit card or use without the authorisation of the legal holder of the credit card or debit card will be dealt with in the most serious manner and Antrim and Newtownabbey Borough Council reserves the right to take legal action against those committing or attempting to commit online fraud.

11. **Discretion to reject or hold payments**

Antrim and Newtownabbey Borough Council reserves the right to refuse to process payments in respect of users with a prior history of questionable charges for instance by removing access logging on. Antrim and Newtownabbey Borough Council may at its sole discretion do such checks as it deems fit before processing a credit card statement or bank transfer from you, for security purposes. As part of such checks, Antrim and Newtownabbey Borough Council may disclose personal data to third parties for the purpose of carrying out these security checks. In the event that Antrim and Newtownabbey Borough Council is not satisfied with your credit worthiness, Antrim and Newtownabbey Borough Council will have the right to reject your payment. You acknowledge and agree that Antrim and Newtownabbey Borough Council will not be liable for any damages resulting from our decision not to process a payment made through our online facility.

12. **Reservations**

Antrim and Newtownabbey Borough Council reserves the right to modify or withdraw all or any part of this website without notice, and you confirm that it will not be liable to you or any third party in these circumstances. The Council further reserves the right to change any of these online terms and your continued use of the website following any changes shall be deemed to be acceptance of the changes.

13. **Indemnity**

You agree to indemnify Antrim and Newtownabbey Borough Council against all claims, damages and expenses arising out any breach of these online terms and any other liability arising out of your use of this website.

14. **Law**

These terms and conditions shall be governed by and construed in all respects in accordance with the law of Northern Ireland and you and Antrim and Newtownabbey Borough Council shall submit to the jurisdiction of the courts of Northern Ireland.