

Terms & Conditions of Service

Definitions

1. In these Terms & Conditions:

- “Bank” means any bank for the time being processing electronic funds payments on behalf of ESS;
- “Business Day” means a day on which banks in the Relevant Jurisdictions are open for business;
- “EFT” means electronic funds transfer;
- “ESS” means European Student Services Limited;
- “Force Majeure” means any circumstances beyond the reasonable control of ESS (including, without limitation, any strike, lock – out or other form of industrial action or any Act of God which term is to include but is not limited to riot, epidemic, flood, earthquake, fire or any act or order of public authority);
- “Overseas Account” means an account the details of which shall be notified by ESS to a Student prior to the making of a payment;
- “Initial Amount” means the amount (in the currency of the jurisdiction from which the Student pays the amount into the Overseas Account) which ESS instructs a Student to pay into the Overseas Account;
- “Personal Data” shall have the meaning ascribed to it in the Data Protection Acts 1988 to 2003;
- “Relevant Account” means your account details of which are set out in Schedule 1 hereto;
- “Relevant Jurisdictions” means Ireland and the jurisdiction from which a Student pays the Initial Amount into the Overseas Account;
- “Relevant Amount” means the amount due from a Student to you in respect of that Students tuition / accommodation fees;
- “Restricted Information” means any information which is disclosed to ESS by you pursuant to or in connection with the provision of the Service (whether orally or in writing, and whether or not such information is expressly stated to be confidential or marked as such) including but not limited to any of your account details or the account details of a Student.

The Service

2. These Terms & Conditions govern the provision of a dedicated EFT payment service specifically tailored for your overseas students (each a “Student”) who wish to make payment to you in respect of tuition / accommodation fees (the “Service”)
3. In providing the Service, ESS will save you time and administrative burden by:
 - (a) facilitating the payment of tuition / accommodation fees by Students;
 - (b) providing payment confirmations to any person(s) you request; and
 - (c) dealing with queries from Students in relation to the Service.
4. In providing the Service ESS will provide Students with:
 - (a) a more favourable exchange rate than the published rates of the leading five banks in the jurisdiction from which a Student pays the Initial Amount into the Overseas Account;
 - (b) a foreign exchange and EFT service, without charging you or Students any transaction fees;
5. Within 1 Business Day of receipt of cleared funds in respect of the Initial Amount, the Relevant Amount shall be transferred to the Relevant Account by way of EFT.
6. ESS will provide the college with evidence of payment, by means of the EFT payment to the college, and the EFT payment by the student to the Overseas Account.

Preferred Provider

7. It is understood that in consideration of the provision of the Service you will recommend ESS to each Student as your preferred provider of payment services in relation to payment by Students of tuition / accommodation fees. It is further understood that you will use commercially reasonable efforts to promote the Service to Students (including but not limited to the preferential placement of details relating to the Service, such as the listing of the website on your website and on any listing of payment options you present to Students).

Exclusion of Liability

8. ESS shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising out of the failure by you to receive any sum or sums of money as a result of;
 - (a) any instructions or information supplied to ESS by you and / or a Student being incomplete, incorrect, inaccurate, or illegible;
 - (b) the late arrival or non arrival of any instructions, notice or information supplied to ESS by a Student;
 - (c) the revocation of any instructions or notice to ESS by you and / or a Student;

Force Majeure

9. If ESS is affected by Force Majeure it shall forthwith notify you of the nature and extent thereof.
10. It is understood that if any Force Majeure shall prevail for a continuous period in excess one week, you shall enter into bona fide discussions with ESS with a view to alleviating its effects, or agreeing upon such alternative arrangements as may be fair and reasonable in all the circumstances.

Confidential Information

11. Except as provided by 12 and 13 below, ESS shall at all times during the provision of the Service and after ESS has ceased to provide the Service:
 - (a) use its best endeavours to keep all Restricted Information confidential and accordingly not disclose any Restricted Information to any person(s); and
 - (b) not use any Restricted Information for any purpose other than the provision of the Service, and / or the provision of medical insurance or a prepaid debit card facility once requested by the student;

12. Any Restricted Information may be disclosed by ESS to:
 - (a) any governmental or other authority or regulatory body; or
 - (b) any of your authorized employees;

to such extent as is necessary for the purposes contemplated by the provision of the Service or by law.

Data Protection

13. In order to provide the Service, ESS needs to collect use and keep Personal Data relating to Students. For the avoidance of doubt, ESS confirms that it will obtain the consent of each Student to our (and our duly authorised agents) holding, using, disclosing and processing such Personal Data for the purpose of the provision of the Service and for applicable legal regulatory requirements such as anti – money laundering legislation. ESS further confirms that in holding, using, disclosing and processing such Personal Data it will at all times comply with the Data Protection Acts.

Governing Law

14. These Terms & Conditions shall be governed by, and construed in accordance with the laws of Ireland and any legal action or proceedings brought in respect of these Terms & Conditions may only be brought in a court of competent jurisdiction in Ireland.

Termination

15. The provision of the Service is terminable at any time on written notice to ESS provided that applicable portions of these Terms & Conditions shall remain in effect with respect to any EFT initiated prior to such termination.