

# Online Purchases

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## General information

1. When making a purchase from or via Bath Spa University Students' Union for any product (including events, club and society membership fees), payments will be processed through Sage Pay, a division of Sage (UK) Ltd, and Barclaycard Merchant Services. All payments are made to Bath Spa University Students' Union and will appear on your bill as "BSU Online Payment".
2. Bath Spa Students' Union cannot accept your order until you have paid for it in full. The supply of products is subject to availability.
3. Bath Spa Students' Union does not accept liability for a payment being allocated incorrectly as a result of incorrect details being provided.
4. We do not accept any liability if a payment is refused or declined by the card issuer for any reason. It is not the responsibility of Bath Spa Students' Union to bring this to your attention.
5. Our Payment Service Provider is Sage Pay (formerly Protix) – the largest independent payment service provider (PSP) in the UK and Ireland. Sage Pay provides a secure payment gateway (Level 1 PCI DSS), processing payments for thousands of online businesses, including ours. It is Sage Pay's utmost priority to ensure that transaction data is handled in a safe and secure way. Sage Pay uses a range of secure methods such as fraud screening, IP address blocking and 3D secure. Once on the Sage Pay systems, all sensitive data is secured using the same internationally recognised 256-bit encryption standards. Sage Pay is PCI DSS (Payment Card Industry Data Security Standard) compliant to the highest level and maintains regular security audits. They are also regularly audited by the banks and banking authorities to ensure that their systems are impenetrable.
6. Bath Spa University Students' Union does not store credit card details and uses industry standard SSL encryption to ensure the safety of your data.
7. All payments are made in a live environment - upon clicking 'Pay Now', your credit or debit card will be billed with the agreed amount and your order will be immediately processed.
8. Once your order has been completed, you should receive a confirmation email from bathspasu@bathspasu.co.uk to the default email address associated with your account. This can additionally be viewed at a later date by viewing the purchase history section of the website.
9. To edit this address, click on the Edit your contact details link on your profile when logged into the site.
10. These terms shall be governed by English law and are subject to the exclusive jurisdiction of the English Courts. Nothing in these terms shall exclude liability for fraudulent misrepresentation.

## **Clothing Purchases**

1. Our online clothing shop is provided by a third party, JSW Uniwear. Full details of the Uniwear delivery and returns policy can be found at <http://bathspa.universityhoodies.org/Myshop.aspx>

2. Uniwear contact details:

Telephone: 01543 274 465

Email: [sales@uniwear.co.uk](mailto:sales@uniwear.co.uk)

3. The above refund & returns policy is limited to goods sold online by Uniwear and does not apply to sports kit and clothing associated with Sports Clubs, Societies, Networks or other student groups or events.

## **Club & Society Memberships**

1. Membership of societies or sports clubs begin on the day of purchase and this membership is valid for the academic year. Membership fees are payable in full up front.

2. You are entitled to a 14 day “cooling-off” period should you wish to cancel your membership. This does not apply if you have already been selected by the club to represent Bath Spa University Students’ Union in a competition, unless there are exceptional circumstances.

3. If you have a genuine reason for wanting to change or cease your membership then please send notification, with reasons in writing to: [bathspasu@bathspa.ac.uk](mailto:bathspasu@bathspa.ac.uk)

4. We aim to refund you as soon as possible however please bear with us whilst we may need to liaise with others such as individual societies and sports clubs.

5. Your membership of the Union's Clubs and Societies is conditional on your proper conduct and therefore can be withdrawn if you breach our values, policies or codes of practice. In such circumstances your membership fee will not be refunded.

## **Event Tickets & Wristbands**

1. Bath Spa Students’ Union are the only authorised seller of wristbands and tickets to events organised by the Students’ Union.

2. Only students at Bath Spa University may purchase tickets to events. All wristbands and tickets purchased online or at our Newton Park Reception are assigned to your personal account. You can check your purchase history at any time by logging into the SU website and clicking on the relevant section of the 'Your Profile & Account' link at the top of the screen.

3. All tickets and wristbands are sold subject to the terms and conditions of BSUSU. Please read these Terms and Conditions carefully prior to purchase and raise any queries. Purchase of any tickets or wristbands constitutes acceptance of these Terms and Conditions.

4. These Terms and Conditions are subject to change without notice from time to time in our sole discretion. We will notify you of amendments to these terms and conditions by posting them on the Students Union website and it is your responsibility to ensure you have read the most current Terms and Conditions before purchasing your Wristbands.

#### 5. Event tickets & Wristband Refunds & Cancellations

5a. All sales are final, and refunds are not available on tickets once they have been purchased (including duplicates or purchases made in error, tickets bought for the wrong event or non-attendance due to personal choice, illness or injury).

5b. Please note that this is standard practice at every entertainments venue in the UK and complies with the law on distance selling – ticket sales are exempt from cancellation.

5c. However, there are certain instances in which a refund may be given:

- The entire event has been cancelled by the SU or affiliated promoter. In this instance, refunds are available to everyone who has purchased a ticket in advance, at face value. Personal arrangements including travel, subsistence and accommodation in relation to any event which have been arranged by you are at your own risk. BSUSU will not have any liability for any such loss of enjoyment or wasted expenditure. Please note that relocation of the event to a different venue will not qualify unless the capacity of the new venue is less than the number of ticket holders.
- The event has been stopped whilst in progress due to circumstances beyond our control which may be deemed as too unsafe to continue. In this instance, a decision will be made by management as to whether refunds will be offered to those with tickets. However, refunds will only be given in special circumstances and as approved by management.
- For single-headliner gigs, full refunds will be offered when the headline artist has pulled out and this has meant that the event has no longer taken place.
- For events with multiple headline artists, Bath Spa Students' Union management reserves the right to change the billing as a result of external circumstances. Where the event has taken place, refunds will not be offered, but all efforts will be made to source an equivalent replacement headliner. Changes to performance times, performers or attractions shall not be a material change. A material change is judged by reference to the nature and billing of the events. These events are judged by reference to the overall theme rather than the individual act scheduled to appear. In these cases, no scheduled acts may be considered as headline acts, regardless of their relative fame or prominence in the billing.
- The event has sold out, and there are people waiting for extra tickets. In this instance refunds may be given, and the tickets then resold to people on the waiting list, once the re-sale cash has been received in full.
- Wristbands and tickets will not be refunded where they have been used to gain entry to any event or where you are able to and choose to attend a postponed Event.
- In all instances management's decision is final based on the individual circumstances.

**THERE ARE NO OTHER INSTANCES IN WHICH A REFUND MAY BE OFFERED.**

5d. Please note that refunds will only be made to the person who purchased the Wristband.

5e. It is your responsibility to check that an Event has not been cancelled, rescheduled or made the subject of a material alteration. Information on such matters will be made available as soon as reasonably practicable on the BSUSU website at [www.bathspasu.co.uk](http://www.bathspasu.co.uk). Customers are advised that the website cannot always be updated immediately and that circumstances giving rise to cancellation or material alterations can sometimes arise immediately prior to any event.

If you have a question or query, then please email [bathspasu@bathspa.ac.uk](mailto:bathspasu@bathspa.ac.uk)

#### 6. Terms and Conditions specifically relating to wristbands

6a. Where an event requires a wristband to enter, these can only be purchased by Bath Spa University students. Please note that for some events, sales may be limited to particular groups (e.g. Only 1st year students may be able to purchase wristbands for Welcome Week events) and the number of tickets available for purchase per student may also be restricted.

6b. Where wristbands are purchased online, these MUST be collected prior to the event. Collection times and venues will be notified at the point of purchase. It is the responsibility of the purchaser to ensure they collect their wristband at the stated times.

6c. When collecting a wristband, students will need to bring their Bath Spa University ID card or photographic proof of identity (Driving Licence or Passport). All wristbands will be attached securely to the students wrist by SU Staff. Students must be wearing their wristbands on entry to the event (s). At entry, any Wristbands that are not securely attached or loose will be removed and replaced. If any wristbands are faulty or become detached, the wearer must bring the wristband to the Students' Union Office, bringing with them their valid Bath Spa University ID card, and only then will the Wristband be exchanged and a new wristband securely attached.

6d. Please check your Wristbands upon receipt as mistakes cannot always be rectified after they are issued.

6e. Only persons wearing a valid Wristband will be admitted to events. You must wear this wristband on your person at all times during the event(s).

6f. Your Wristband may be invalidated if any part of it is removed, altered or defaced. Removing the Wristband will invalidate entry to the event(s).

6g. Wristbands are not issued on a sale or return basis and cannot be cancelled or exchanged after purchase other than in accordance with these Terms and Conditions. See Refund and Cancellation policy above.

6h. Price and availability information is subject to change without notice. Wristbands are sold subject to BSUSU right to alter or vary the published event programme without being obliged to refund monies or exchange Wristbands other than pursuant to the Refund and Cancellation policy above. It is your responsibility to check that the Event is going ahead at the date and time advertised.

6i. Ownership or possession of a Wristband does not confer any rights (by implication or otherwise) on you to Use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property appearing on the Wristband or Used in connection with Events.

6j. We are not liable for any Wristbands which are lost or stolen.

6k. Customers are requested to address any specific access requirements in advance of their visit by contacting [bathspasu@bathspa.ac.uk](mailto:bathspasu@bathspa.ac.uk)

### 7. Resale of wristbands

7a. Wristbands are personal, revocable, non-transferable licences and shall at all times remain the property of Bath Spa University Students' Union and subject to these Terms and Conditions.

7b. Resale, or attempted resale or purchase of a wristband other than via the Students' Union, are grounds for seizure or cancellation of such wristband without refund or other compensation. If you are unsure as to whether or not a person offering wristbands for sale is an authorised wristband seller, particularly on the secondary ticketing market, please contact BSUSU on 01225 875588.

7c. Wristbands cannot be Used for competitions, promotions, advertising or hospitality packages or otherwise for commercial gain without the express written permission of BSUSU.

7d. We will not take responsibility for the validity of Wristbands purchased from unauthorised agents or other sources including, without limitation, ticket touts. Any such Wristbands will be rendered null and void and We shall be entitled to refuse entry to, or eject any person from, the Event whom We reasonably believe to have purchased Wristbands from any unauthorised source person.

7e. We reserve the right to cancel any wristband/s which we reasonably believe to be made with a view to resell such Wristbands or where the wristband has been purchased using fraudulent means, such as credit card fraud.

### 8. Bringing Guests to the Union and Union events

8a. Students may be able to bring guests to certain events. Promotional information will display whether guest tickets are available. To purchase a guest ticket, students should purchase their guests' tickets on their SU account. Your guests must arrive with you to the event and bring their own photo ID as proof of age.

8b. You are responsible for the conduct of your guest at any event. Where a guest is refused entry to or ejected from an event, you will also be asked to leave and be liable for any damages or repercussions resulting from their behaviour.