



Terms & Conditions for Family Housing Association (Wales) Ltd

ONLINE PAYMENT TERMS

The following Online Payment Terms ("Online Payment Terms") apply to the online payment facility operated by the Family Housing Association (Wales) Ltd. By submitting a payment on this site you are agreeing to these Terms.

1. Definitions

"Rent" means the rent payable by the Tenant in respect of a tenancy agreement with the Association.

"Card" means the debit or credit card used by the Payer to make a Payment.

"Payer" means the person making a Payment.

"Payment(s)" means a payment or payments made to the Association by any person using the Online Payment facility on this website.

"Refund Policy" means the policy set out for Rent Refunds

"Tenant" means a person occupying Association owned properties under a tenancy agreement.

"Association" means Family Housing Association (Wales) Ltd.

2. Applicability

2.1 These Online Payment Terms apply to the Payment of Rent only.

2.2 Payments may only be made by or on behalf of Tenants who have registered with the Association and been given a Tenant ID which may be used for this website.

2.3 All Payments must be made in Pounds Sterling. Any currency conversion costs or other charges incurred in making a Payment shall be borne by the Payer, and shall not be deductible from the amounts due to the Association.

3. No Contract

The Payment of any sums for Rent and/or Charges and/or any other sum payable by or on behalf of the Tenant shall not of itself constitute an agreement between the Association and the relevant Tenant or, if different, the Payer. Only upon acceptance by the Association of a request for a tenancy by a Tenant shall a contract come into being for the Tenant only with regard to such Tenancy.

4. Overpayments and Refunds

- 4.1** Payments for Rent will be applied to the Tenant's rent account in accordance with the details submitted electronically.
- 4.2** In the event that an overpayment is made in respect of any Rent, the credit balance arising will be used to offset any debt or invoice on the Tenant's account (whether arising from tenancy or any other legitimate charge) in due date order.
- 4.3** If there is no other debt or invoice, then the credit balance will be refunded in accordance with the Association's normal procedures set out in the Association's refund policy.
- 4.4** Where a refund of Rent or Charges is sought for any other reason, the Association's refund policy in force at the date the refund is sought shall apply.

5. Payer Undertakings

The Payer confirms and undertakes that:

- 5.1** the data input into the Online Payment facility is true and accurate;
- 5.2** the Payer is authorised to make the relevant Payments or any of them; and that
- 5.3** in making any Payment the Payer is not breaching any third party rights and is not acting fraudulently or in breach of any laws or regulations; and
- 5.4** appropriate steps have been taken to ensure their secure online access to the Online Payment facility

6. Access To Online Payment Facility

- 6.1** The Association shall take all reasonable care to ensure that the Online Payment facility is available and functioning at all times, but it does not guarantee continuous, uninterrupted or secure access to such facility, nor does it guarantee that the facility is virus or error free. The Association Online Payment facility is accordingly provided "as is" and as and when available, and to the extent permissible by law the Association hereby excludes all implied warranties, conditions or other terms, whether implied by statute or otherwise, including without limitation any terms as to skill and care or timeliness of performance, or the security of the facility. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.
- 6.2** The Association shall endeavour to process Payments in a timely manner, but the Association makes no representations or warranties regarding the amount of time needed to complete processing because such processing is dependent upon many factors outside of the Association's control, such as delays in the banking system or in card networks.
- 6.3** The Payer acknowledges that access to the Online Payment facility may occasionally be restricted to allow for repairs, maintenance or the introduction of new facilities or services. The Association will attempt to provide reasonable notice of any scheduled

interruptions to such facility and shall endeavour to restore the facility as soon as reasonably possible.

7. Limitation of Liability

The Association shall only be liable to the Payer for loss or damage caused directly by the Association's negligence or breach of these Online Payment Terms and the Association's liability in these circumstances is limited as set out in the rest of this Clause 8. The Association shall not be liable to the Payer for any loss or damage which the Payer may suffer as a result of using the Online Payment facility, including, without limitation losses resulting from:

- (a)** the Payer's access to websites other than the Association's; or
- (b)** the access by persons other than the Payer to the Payer's data; or
- (c)** use of a non-secure network such as public Wi-Fi.

In no event shall the Association be liable for any of the following types of loss or damage arising under or in relation to the use of the Online Payment facility:

- (a)** any loss of profits, goodwill, business, contracts, revenue, or anticipated savings; or
- (b)** any loss or corruption of data; or
- (c)** any indirect or consequential loss or damage whatsoever.

The Association's liability is limited to the value of the Payment giving rise to the dispute.

8. Terms

These Online Payment Terms are in addition to other relevant terms and conditions. To the extent that there is an inconsistency between these Online Payment Terms and other relevant Terms and Conditions, the Online Payment Terms shall prevail.

9. Governing Law

These Terms and Conditions are governed by and to be construed in accordance with the law of England & Wales.