

## Cash Registers (Buccleuch) Limited – Trading As CRB Cunninghams, Parent Terms & Conditions v 3.12

### BETWEEN:

- (1) Cash Registers (Buccleuch) Limited whose registered office is 5 Atholl Crescent, Edinburgh, EH3 8EJ and whose registration number is SC44087 hereinafter referred to as 'CRB Cunninghams'; and  
 (2) You the user of the iPayimpact website and the iPayimpact payment services as more specifically described below.

These Terms and Conditions are applicable every time you access the iPayimpact website and/or make payments to the School/Club from the iPayimpact website. By using the iPayimpact website you agree to be bound by the terms of this Agreement.

### About CRB Cunninghams

CRB Cunninghams facilitates payments via the iPayimpact website for School/Club events, dinner money and such other items the School/Club may make available from time to time at their discretion. The payments for school meals will update the cashless system operating in your school

### Definitions

<b>iPayimpact Service</b>	Means the payment service provided by CRB Cunninghams to you and the relevant School/Club to enable you to purchase Product(s) via the iPayimpact website
<b>Products</b>	Means the products, services, facilities, items or events bought and paid for from the School/Club via the iPayimpact website
<b>School/Club</b>	Means the organisation you are purchasing goods or services from that subscribes to the iPayimpact Service
<b>Our</b>	Means CRB Cunninghams

### 1. Ownership of Website

- 1.1 This site is owned and operated by CRB Cunninghams  
 1.2 All rights in this iPayimpact website are owned by CRB Cunninghams. Any unauthorised use, copying or modification is prohibited.  
 1.3 Your use of the iPayimpact website is strictly subject to the terms and conditions of this Agreement.

### 2. Your responsibilities

- 2.1 In order to use the iPayimpact Service to purchase Products you will be required to provide certain personal and financial data. You hereby agree:
- 2.1.1 To accept full responsibility for the provision and accuracy of all information provided by you or under your account/password;
  - 2.1.2 To maintain the confidentiality of your password and login identity;
  - 2.1.3 NOT to allow your password to be used by any third party for the purposes of accessing and copying the iPayimpact website or functionality, or for using it for the development of a competitive product. (See our rights below)
  - 2.1.4 To use the service strictly in accordance with this Agreement;
  - 2.1.5 Not to use false or alias names when registering on the iPayimpact website;
  - 2.1.6 Not to use the iPayimpact Service for any business or commercial purposes; and
  - 2.1.7 Not to publish any information found on the iPayimpact website without the written permission of CRB Cunninghams
- 2.2 Any unauthorised use of material on the iPayimpact website is strictly prohibited.  
 2.3 CRB Cunninghams reserve the right to suspend and/or terminate your membership of and access to the iPayimpact website for any breach of these terms and conditions at our sole discretion without liability or notice to you.

### **3. Payments using iPayimpact**

3.1 Payments are made by you directly to the School/Club using the iPayimpact website facility via a Payment Gateway. CRB Cunninghams do not hold the payments and payments are cleared via the card acquirer direct to your School/Club.

3.2 All payments placed through the iPayimpact Service via the website will be subject to acceptance of your card account details and to authorisation by the card/account provider.

3.3 When you submit a payment via the iPayimpact Service and website you will receive an email receipt Confirming that the payment has been accepted and that the School/club has been credited with the funds. This email does not constitute acceptance of the order by CRB Cunninghams or the School/club. Confirmation that the Product will be delivered rests with your School/Club and not CRB Cunninghams.

3.4 Should you wish to cancel your order or request a refund this can only be completed by contacting your School/Club directly.

### **4. Processing your payment via iPayimpact**

4.1 Whilst it is the intention of CRB Cunninghams to keep the iPayimpact website up to date and error free, we rely on School/Club to create details of Product for you to purchase and we cannot be held responsible for errors, misrepresentations, opinions or suitability/fitness for purpose. If you discover an error after you have submitted a payment you should contact the School/Club directly to correct the payment. If the School/Club is unable to correct the error CRB Cunninghams will liaise with the School/Club directly to resolve.

4.2 CRB Cunninghams do NOT record or hold any of your card details at any point instead using a bank authorised, PCI audited, payment processor to process your card details.

4.3 CRB Cunninghams reserve the right to withdraw or modify any and all elements of the iPayimpact website and Service where there are legal or technical reasons so to do.

4.4 CRB Cunninghams reserve the right to require you to change your password or other information facilitating access to the iPayimpact website whether for security or any other reasons.

### **5. Delivery iPayimpact**

5.1 Stock management of Product is the responsibility of the School/Club. All Products are subject to School/Club stock availability.

5.2 Please note that should you wish to return Product this should be discussed and agreed with the School/Club directly.

5.3 If a Product is faulty please contact your School/Club who will arrange an appropriate remedy.

### **6. Data Protection**

6.1 Please make sure that you have read and understood our [Privacy Policy](#) which explains, what data CRB Cunninghams collects, the usage and storage of that data and how CRB Cunninghams safeguard any data which you provide via the iPayimpact website. By using the iPayimpact Service you consent to the processing and storage of your data as provided to CRB Cunninghams via the iPayimpact website for the fulfilment of the payment service and on-line order.

6.2 CRB Cunninghams adheres strictly to the legal requirements of the Data Protection Act 1998 ("Act"). CRB Cunninghams do not to sell or rent any Personal Data as defined under the Act to any third party for any reason, outside of the use of the iPayimpact website.

6.3 CRB Cunninghams may use your data to communicate to you additions and changes to the services available via the iPayimpact Service either on behalf of itself or the School/Club.

6.4 CRB Cunninghams reserve the right to disclose your personal details to relevant UK regulators or relevant regulatory authorities where required to do so.

### **7. Warranties and Liability**

7.1 CRB Cunninghams is not responsible for any content delivered or the Products made available to purchase via

the iPayimpact Service. All content is created by the School/Club using the iPayimpact services and Products are the responsibility of the School/Club, relevant vendor or manufacturer as appropriate.

7.2 CRB Cunninghams does not make any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information, Products or services found or offered on the iPayimpact website for any particular purpose. You acknowledge that such information and materials may contain

inaccuracies or errors and CRB Cunninghams expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

7.3 CRB Cunninghams shall not be responsible to you whether in contract, tort (including negligence) or otherwise for incidental, special, indirect or consequential loss or damage, any loss of profit (direct or indirect), third party claims, pure economic loss arising out of or in connection of the performance or non-performance of our obligations under these terms and conditions including such damage as may be reasonably foreseeable at the date you order the Product.

7.4 Nothing in these terms and conditions shall exclude or restrict our liability for death or personal injury caused by our negligence.

7.5 Our liability for any claim for loss or damage shall be limited to the sum paid by you for the Product.

7.6 CRB Cunninghams will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control.

## **8 Additional Services**

8.1 CRB Cunninghams may from time to time add to the services offered pursuant to these terms and conditions

via the iPayimpact website.

8.2 CRB Cunninghams reserve the right to discontinue, delete and change the content or purposes of the iPayimpact website from time to time.

8.3 We may also from time to time offer new and separate services via the iPayimpact website. Use of such additional services will be subject to separate service descriptions and terms.

8.4 CRB Cunninghams offers no refunds please contact your School/Club directly.

## **9. Intellectual Property**

9.1 All intellectual property rights (including use of trade marks) shall be solely owned by CRB Cunninghams. You are permitted only to use material on the iPayimpact website as expressly authorised by CRB Cunninghams.

9.2 CRB Cunninghams are the operators of this website, and the contents of it are either the property of CRB Cunninghams (or that of our School/Club customers). CRB Cunninghams are the owners of the compilation of information in the iPayimpact website.

9.3 CRB Cunninghams' rights are protected by UK, European, and International intellectual property laws, including those for the protection of copyrights, trademarks, and database rights. Misuse of the iPayimpact website may incur civil liability or attract criminal sanctions.

9.4 You are expressly not permitted to download any part of the iPayimpact website (other than by reason of automatic page caching), to amend or modify it or any part of it, to reproduce or copy, sell (including any resale), or otherwise exploit the iPayimpact website (or any part of it) for any purpose other than as set out above, nor are you permitted to frame the iPayimpact website or link to any element of it other than the homepage.

## **10. General**

10.1 A person who is not a party to these terms and conditions shall have no right to enforce any term under the Contracts (Rights of Third Parties) Act 1999.

10.2 If any provision of these terms and conditions is found to be invalid or unenforceable by a court the invalidity or unenforceability of such provision shall not affect the other provisions of these terms and conditions.

10.3 CRB Cunninghams may assign or transfer any of our rights or sub contract any of our obligations under these terms and conditions to any third party.

10.4 You may not assign or transfer any of your rights or sub contract any of your obligations under these terms and conditions except with our specific permission in writing.

10.5 CRB Cunninghams reserve the right to change these terms and conditions from time to time and any such changes will be communicated on the iPayimpact website.

10.6 These terms and conditions govern the entire relationship between you and CRB Cunninghams and will remain in force for the duration of our relationship.

10.7 These Terms and Conditions supersede all previous Terms and Conditions, representations, undertakings and agreements.

10.8 These terms and conditions are governed by the laws of Scotland and the parties hereto

submit to the exclusive jurisdiction of the Scottish Courts.