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1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which you agree to pay rent to us via the online payment facility operated by Payzone (hereinafter referred to as the “**Online Payment Facility**”).

1.2 **Why you should read these terms.** Please read these terms carefully before using the Online Payment Facility. These terms tell you who we are, how you can make payment via the Online Payment Facility and other important information that you should be aware of. If you think that there is a mistake in these terms, please let us know.

2. INFORMATION ABOUT US

2.1 **Who we are.** We are Balliol Property Management and Development Limited a private limited company registered in England and Wales. Our company registration number is 07615372 and our registered office is at 950 Shields Road, Newcastle upon Tyne NE6 4QQ.

2.2 **How to contact us.** You can contact our general enquiries team by telephone on 0191 295 3226 between the hours of 9am and 5pm Monday to Friday (excluding public and bank holidays in the United Kingdom), or by writing to us at [management@balliolproperty.co.uk](mailto:management@balliolproperty.co.uk) or FAO Balliol Property Management and Development Limited, 950 Shields Road, Newcastle upon Tyne NE6 4QQ.

2.3 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address that you provided to us.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. PAYMENT

3.1 **Making payment to us via the Online Payment Facility.** If you would like to make payment via the Online Payment Facility, you should visit our website <http://www.balliolproperty.co.uk> (“**Our Website**”) and follow the link to make payment online. The link will take you to the Online Payment Facility. The amount to pay will be as detailed in the tenancy agreement between you and us. If you do not know how much to pay, you should refrain from using the Online Payment Facility and contact us as soon as possible.

3.2 **When your payment is received.** Once your payment has been authorised, the Online Payment Facility will display a confirmation screen showing the payment details and your unique transaction reference number. You should print this screen off as your receipt of payment. These details will also be emailed to you, provided that you have supplied a valid email address to us. If your payment is refused, the Online Payment Facility will display a screen informing you of the situation.

3.3 **If your payment is refused.** If your payment is refused, the Online Payment Facility will display a screen informing you of the situation. You should contact your bank as



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soon as possible to discuss the reasons for your refusal and make alternative arrangements to make payment.

- 3.4 **All payments should be made in Pound Sterling.** You should make all payments in Pound Sterling. If you make payment in another currency, you may be charged currency conversion charges or costs.
- 3.5 **We are not liable for misapplied payments.** We cannot accept liability if your payment does not reach us. This includes, for example, where you have failed to provide the correct payment information. Likewise, we are not liable if the Online Payment Facility declines your payment, nor are we under any obligation to bring the same to your attention. We have no control over the Online Payment Facility or your payments.
- 3.6 **We are not responsible for your use of the Online Payment Facility.** We are not liable for any damages or losses whatsoever arising out of your use, or inability to use, the Online Payment Facility.

#### 4. OVERPAYMENT AND REFUNDS

- 4.1 **You should contact us in the event that you think that you have overpaid or are entitled to a refund.** Your cancellation rights and your right to a refund will depend on your specific circumstances, e.g. the terms of your lease. If you think that you have overpaid or are entitled to a refund, please contact us using the contact details in clause 2.2.
- 4.2 **We will pay you any overpayment or refund as soon as possible.** In the event that have you overpaid or are entitled to a refund, we will pay you any monies due as soon as possible. Such repayments will normally be made back to the account originally used for payment.

#### 5. SECURITY

**Security of your card details.** The Online Payment Facility is operated by Payzone, so we do not have access to your card details. If you have any questions in relation to the security of your card details, please let us know in the first instance.

#### 6. OTHER IMPORTANT TERMS

- 6.1 **What you are agreeing to.** By making payment via the Online Payment Facility, you agree that:
- 6.1.1 you are legally capable of doing so;
  - 6.1.2 you are at least 18 years' old;
  - 6.1.3 you are authorised to make the relevant payment to us;
  - 6.1.4 you are authorised to use the debit or credit card for the payment that you are making; and



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- 6.1.5 you are a resident of the United Kingdom.
- 6.2 **We are not responsible for business losses.** These terms apply to you in your individual capacity. For the avoidance of doubt, we are not liable to you for any business losses incurred as a result of our failure to comply with any obligations under these terms.
- 6.3 **We are not responsible for websites that we link to.** Where Our Website and / or the Online Payment Facility contains links to other websites and resources provided by third parties, such links are provided for your information only and should not be interpreted as our approval those websites or any information that you may obtain from them. We have no control over the content of those websites and resources.
- 6.4 **We do not guarantee use of Our Website and / or the Online Payment Facility.** We do not guarantee that Our Website and / or the Online Payment Facility will always be available or be uninterrupted. We may suspend, withdraw or restrict the availability of all or any part of Our Website and / or the Online Payment Facility any reason. We will try to give you reasonable notice of any suspension or withdrawal.
- 6.5 **We may transfer these terms to someone else.** We may transfer our rights and obligations under these terms to another organisation.
- 6.6 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or obligations under these terms to another person if we agree to this in writing.
- 6.7 **Nobody else has any rights under this contract.** These terms are between you and us. No other person shall have any rights to enforce any of its terms.
- 6.8 **If a court finds part of these terms illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 6.9 **Even if we delay in enforcing these terms, we can still enforce them later.** If we do not insist immediately that you do anything that you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking these terms, it does not mean that you do not have to do such things and it will not prevent us taking steps against you at a later date.
- 6.10 **Which laws apply to these terms and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.
- 6.11 **Complaints.** If you have a complaint, please contact us directly in the first instance using the contact details provided in clause 2.2. We will acknowledge receipt of your complaint as soon as possible. It may be that your complaint should be directed towards Payzone, but we will be able to assist you in the first instance.
- 6.12 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you



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having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint; you may wish to visit the Online Dispute Resolution, whose website is <https://ec.europa.eu/consumers/odr/main/index.cfm?>