



ST AUGUSTINE COLLEGE

Website Terms and Conditions

1. TERMS OF USE

- 1.1 The Terms of Use ("Terms") cover the use of St Augustine College website www.staugustine.edu.mt (the "Site") and the use of any of our services as a guest. You should read the Terms carefully before using the Site and before you book any of our services from the Site. Your use of the Site constitutes your agreement and acceptance of the Term, notices and policies applicable to the Site and you are bound by the Terms, whether or not you book any of our outings, services/activity/product/top-up student wallet, displayed on the Site.
- 1.2 In addition, as a condition of your use of this Site, you represent and warrant to St Augustine College that you will not use this Site for any purpose that is unlawful, immoral or prohibited by these terms and applicable notices and policies. Furthermore, you warrant that you will not use the Site in any way that causes, or is likely to cause interruption or damage to the Site in any way, or for fraudulent purposes. We fully reserve the right to refuse service, or remove or edit content if you are in breach of any applicable laws, these terms or any other applicable terms and conditions, guidelines or policies. If you do not agree with the Terms set forth herein, we strongly recommend that you do not use this Site.

2. USER LICENCE

- 2.1 St Augustine College is hereby granting you permission to view this Site and to use it for your own personal use, provided that you agree to and accept the Terms, as may be amended from time to time at our discretion. If you do not agree and accept the notices, terms and conditions set forth herein, do not use this Site. Other than this agreement and agreements between you relating to the booking of outings/activities/services/top-up of student wallet, St Augustine College will not enter into any agreement with you or obligation to you through this Site and no attempt to create such an agreement or obligation will be effective.

3. TRADEMARKS / OTHER INTELLECTUAL PROPERTY

- 3.1 Unless otherwise stated, the copyright and any and/or all trademarks and logos, including other intellectual property rights in and to any and/or all material use and displayed on the Site (including, without limitation, photographs and graphical images) are owned by either St Augustine College or its licensors. For the avoidance of doubt, you are not permitted to use any and/or all of the materials on the Site for commercial purposes without our prior written consent. You may also not create and/or publish your own database that features substantial parts of any of our service (for instance, our prices and Product listings) without our express written consent. If you breach any of the Terms, your permission to use the Site will automatically terminate.
- 3.2 St Augustine College prohibits use of its logo as part of a link to or from any site unless establishment of such a link is approved in advance by St Augustine College in writing.
- 3.3 No part of the Site may be reproduced or stored on any other website or included in any public or private electronic retrieval system or service without our prior written permission.
- 3.4 Any rights not expressly granted or referred to in these Terms are reserved.

4. ABOUT US

- 4.1 The Site is operated by St Augustine College, having its registered office at St Augustine College, Gwardamangia Hill, Pieta. Our contact details are as follows:
- Telephone: +356 21 246 613
 - e-mail: college@staugustine.edu.mt
- 4.2 Please refer to the Contact Us page for further information and location of our premises.

5. YOUR STATUS

- 5.1 By placing an online order (and various times, consent forms) you warrant that you are legally at least 18 years old.

6. THIRD PARTY SITE LINKS

- 6.1 This Site may contain links to other websites owned or operated by other individuals and companies. Such links are provided for your reference only and St Augustine College is not responsible for their content nor their conformity to applicable laws, whether local or international.

7. PRICE

- 7.1 The price of any outing/activity etc will be as quoted on the Site from time to time, except in cases of obvious error. Prices are liable to change at any time, but changes will not affect reservations or bookings in respect of which you have already paid.

8. PAYMENT

- 8.1 You may pay for the relevant College outing/activity/product/top-up student wallet by using the Secure Payment Gateway of Trust Payments. St Augustine College is not responsible in any way for any loss that you may suffer as a result of using Trust Payments.

9. INDEMNITY

- 9.1 You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us arising out of any breach by you of any provision of these Terms, or arising out of any claim that you have breached any provision of these Terms.

10. SITE ACCESS

- 10.1 While we endeavor to ensure that the Site is normally available 24 hours a day, we shall not be liable if, for any reason, the Site is unavailable at any time or for any period.
- 10.2 Access to the Site may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond St Augustine College's control.
- 10.3 You are responsible for making all arrangements necessary for you to have access to the Site. You are also responsible for ensuring that all persons who access the Site through your internet connection are aware of the Terms and that they comply with them.

11. VARIATION OF THE TERMS

- 11.1 St Augustine College have the right to revise and amend the Terms from time to time for any reason whatsoever.
- 11.2 You will be subject to the policies and Terms in force at the time that you do the booking with us (for the above mentioned items), unless any change to those policies or the Terms is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you).

12. LAW AND JURISDICTION

- 12.1 Bookings of outings/activities/services/top-up student wallet etc through the Website will be governed by Maltese Law. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of Malta, Europe.

13. DISCLAIMER

- 13.1 All information, materials and opinions contained on our Site are for general information purposes only and do not under any circumstance constitute professional advice. Specific professional advice must always be sought by you which will be relevant for your specific circumstance.
- 13.2 We do our best to ensure that the information on the website www.staugustine.edu.mt is presented with due care and is at all times accurate and up to date. However we are unable to warrant or represent that such information is free from errors or omissions. We shall have no liability however it may arise for any loss, damage or expense which may occur from reliance by any person on information or materials published on our website.

14. COPYRIGHT

- 14.1 © All rights reserved. No parts of this website may be reproduced in any form or transmitted to any person without the prior written consent from us. You may not create a link to any part of our Site without our prior written consent. Please contact us on college@staugustine.edu.mt with any requests.