

SHUCARD TERMS AND CONDITIONS

(effective from 14 January 2023)

The cashless payment service operated by the SHU Card shall terminate on 31 May 2023. These terms effective from 14 January 2023 are amended to reflect this.

Sheffield Hallam University (the "University") has set up a service with a third party provider whereby students, staff, consultants and visitors ("you") can use your SHU Card for cashless payments. These terms, as amended from time to time, shall govern your rights to use your SHU Card (and/or any accompanying smartphone application made available for your use (the "Mobile App")) for cashless payments, as well as the rights of any third party guests you may invite to create an online account allowing them to top-up your cashless account.

Before activating your account and using your SHU Card and/or the Mobile App for cashless payments you should carefully read the terms and conditions set out below.

If you have any queries about using your SHU Card for cashless payments, please contact the University via hallamhelp@shu.ac.uk (for students) and cashless@shu.ac.uk (for staff).

1 YOUR SHU CARD AND THE MOBILE APP

- 1.1 Your SHU Card and the Mobile App may be used as a method of payment for selected goods and services within the University, subject to these terms and conditions.
- 1.2 Your SHU Card may be used as a method of payment for selected goods and services at selected University campus-based partners ("University Partners"), subject to these terms and conditions.
- 1.3 Throughout these terms any references to the SHU Card are deemed to include references to the Mobile App (as far as reasonably practical). However, this does not apply in connection with University Partners as University Partners cannot accept payment through the Mobile App.
- 1.4 You cannot purchase alcohol, cigarettes, tobacco-related items, offensive weapons or illegal substances or any items derived from or incorporating the same with your SHU Card. The University reserves the right to add further items to this list of exclusions in its sole discretion in the interests of the safety and well-being of its students and staff.
- 1.5 Your SHU Card must remain within your control at all times and is only for use by you. You must not allow another person to use your SHU Card. Safeguarding and ensuring proper use of your SHU Card is your responsibility.

2 ACTIVATION

- 2.1 From 14 January 2023 you can no longer activate a new cashless payment account.
- 2.2 Your online cashless account will be automatically associated with your SHU Card.
- 2.3 Your online account will give you full access to your spending and balances, including any loyalty points and loyalty stamps awarded to you.
- 2.4 It is your responsibility to ensure that your log-in and password details and those of any of your third parties are kept safe and are not used by anyone else.

3 [NOT USED]

4 DISCOUNTS, LOYALTY POINTS AND LOYALTY STAMPS

- 4.1 The University and the University Partners no longer offer promotions and discounts on selected goods and services where payment is made by you using your SHU Card from the balance in your cashless account.
- 4.2 The University may award loyalty points to you, through paper stamp cards, which can still be used towards the purchase of items in the University's catering outlets, where advertised, until the date of termination of the cashless payment service.
- 4.3 The University will no longer award loyalty stamps to you for purchasing specific products.
- 4.4 You cannot earn loyalty points when you redeem loyalty points or loyalty stamps to pay for purchases.
- 4.5 Loyalty points and loyalty stamps cannot be awarded by University Partners.
- 4.6 Loyalty points and loyalty stamps have no cash value and will not be refunded on termination of the cashless payment service.

5 PAYING FOR GOODS AND SERVICES

- 5.1 The University may accept payments via your cashless account and your loyalty points for selected goods and services within the University, where advertised, provided you have sufficient funds in those accounts to do so.
- 5.2 The University may accept redemption of loyalty stamps for selected goods within identified University catering outlets, provided you have accumulated the required number of loyalty stamps. Full details of the requirements will be set out in the promotional terms advertised at the proposed time of redemption.
- 5.3 Where you wish to pay for goods and services using your SHU Card you must specify at the time of payment whether your cashless account or your loyalty points or loyalty stamps account (in the case of purchases made at the identified catering outlets only) is to be used. If you do not specify, the payment due will be taken from your cashless account.
- 5.4 The University Partners may accept payment via your SHU Card for selected goods and services where specifically advertised, provided you have sufficient funds in your

account to do so. The University Partners can only accept payments made from your cashless account and cannot accept payment through the Mobile App.

- 5.5 When you pay for goods and services using your SHU Card, the cost charged to you for doing so will be deducted from the total funds you have available in your cashless account.
- 5.6 A SHU Card which is damaged, defaced or altered is not valid and cannot be used. In these circumstances purchases must be paid for by other means.
- 5.7 All purchases to be made using a SHU Card can only be made in person by the cardholder.
- 5.8 Neither the University nor the University Partners are obliged to accept payment via SHU Cards for purchases.
- 5.9 You will no longer be able to make purchases using your SHU Card:
 - 1) 3 months after your course end date;
 - 2) where you cease to be a member of staff or consultant to the University;
 - 3) where your visitor status with the University ends or is revoked; or
 - 4) where the cashless payment service has been terminated by the University.

6 ALLOWANCES

- 6.1 In some circumstances you may receive an allowance from your department for specific course-related use. Any such allowances may be credited to your cashless account. However, any allowances awarded to you do not entitle you to a cash equivalent. From 14 January 2023 no new allowances shall be credited to a cashless account.
- 6.2 Any allowances awarded to you are done so at the sole discretion of the University. Allowances may be refunded by the University at its discretion.
- 6.3 Your online account is not able to differentiate between cash balances and allowances in your cashless account. The Finance and Planning Directorate is able to track this for you therefore please contact cashless@shu.ac.uk should you have any queries about these balances.

7 BURSARIES AND SCHOLARSHIPS

- 7.1 From time to time the University may offer bursaries and/or scholarships to students who meet the criteria advertised for such bursaries and/or scholarships.
- 7.2 Any such bursaries and/or scholarships may be credited in full or in part to your cashless account. However, any bursaries and/or scholarships awarded to you do not entitle you to a cash equivalent and refunds of such shall be at the University's discretion.
- 7.3 Any bursaries and/or scholarships awarded to you are done so at the sole discretion of the University.
- 7.4 Your online account is not able to differentiate between cash balances and bursaries and/or scholarships awarded to you in your cashless account. The Finance and Planning Directorate is able to track this for you therefore please contact cashless@shu.ac.uk should you have any queries about these balances.

8 PAPER CUT

- 8.1 Your online cashless account will automatically link to your PaperCut account.
- 8.2 If you do not have sufficient money in your PaperCut account to pay for a print or photocopying job, where there is sufficient money in your cashless account you can transfer this to your PaperCut account online.
- 8.3 Where you are due a refund on your printing or photocopying (as appropriate), the refund will be applied to your PaperCut account in the usual way.
- 8.4 You cannot earn loyalty points or loyalty stamps on PaperCut spending and you cannot redeem loyalty points or loyalty stamps towards PaperCut spending.

9 LOST, DAMAGED OR STOLEN SHU CARDS AND MOBILE PHONES

- 9.1 You must inform the Commercial Team in the Facilities Directorate on 0114 225 4040 as soon as reasonably practicable if your SHU Card and/or your mobile phone onto which you've downloaded the Mobile App is lost, damaged beyond use or stolen.
- 9.2 Upon being notified by you that your SHU Card and/or your mobile phone onto which you've downloaded the Mobile App has been lost, damaged or stolen the University shall deactivate your account as soon as reasonably practicable.
- 9.3 The University shall not be responsible for any transactions undertaken with your SHU Card and/or your mobile phone onto which you've downloaded the Mobile App and therefore any losses you may suffer, until you notify the University that it has been lost, damaged or stolen.
- 9.4 The University shall not be liable for any losses you suffer where you have provided someone else with the means to use your SHU Card and/or your mobile phone onto which you've downloaded the Mobile App with or without your permission.
- 9.5 The University shall only honour the value in your accounts at the time you notify your SHU Card and/or your mobile phone onto which you've downloaded the Mobile App as lost, damaged or stolen. Any balance on your accounts prior to this time remain at your risk.
- 9.6 The Commercial Team shall advise you of the process to obtain a replacement SHU Card.
- 9.7 The University reserves the right to charge a reasonable replacement fee of £10.00 for replacement of lost or damaged SHU Cards.
- 9.8 Where your SHU Card is stolen, the University will not charge a replacement fee where you provide a crime reference number for the reported theft.
- 9.9 All damaged SHU Cards must be returned to the Access and ID Co-ordinator at the University's main reception at City Campus as soon as reasonably practicable.

10 REFUNDS

- 10.1 The University shall not be required to refund to you any balance on your cashless account. The University may consider requests for refunds in the circumstances below.
- 10.2 Where you make a genuine error when making payment for any goods or services using your SHU Card or when topping-up your account you must contact the University in writing to request a refund by completing the refund webform on <http://www.shu.ac.uk/shucard> as soon as reasonably practicable.
- 10.3 Mistakes shall be rectified at the sole discretion of the University. This does not affect your statutory rights.
- 10.4 Where you cease to be a student, employee or consultant of the University you may request in writing a refund of the unused balance on your cashless account by completing the refund webform on <http://www.shu.ac.uk/shucard>.
- 10.5 Refunds will only be paid to the bank account indicated on the refund webform, which must be a bank account in your name.
- 10.6 The University will only process refund requests made up to and including 31 August 2023 and any balance remaining in your cashless account at that time shall belong to the University.
- 10.7 Where you cease to be a visitor to the University any balance remaining in your cashless account at that time shall belong to the University.
- 10.8 Any amount loaded to your accounts associated with your SHU Card by the University, whether as an allowance, bursary, scholarship or otherwise, shall be refundable at the University's discretion.
- 10.9 Any loyalty points or loyalty stamps awarded to you do not have a cash value and therefore do not qualify for a refund.
- 10.10 Where you act in contravention of the University's Student Code of Conduct (details of which are set out in the Disciplinary Regulations for Students) or its Staff Code of Behaviour (details of which are set out on HROD's intranet site), as appropriate, in submitting a refund request, your actions may amount to misconduct and the University reserves the right to take disciplinary action against you in accordance with its policies relating to the same.
- 10.11 At termination of the cashless payment service, refunds will be given in accordance with clause 14.

11 TEMPORARY SUSPENSION OF YOUR ACCOUNT

- 11.1 The University reserves the right to temporarily suspend your access to your SHU Card for cashless payments at any time by writing to you at your University email address where:
 - 1) you use your SHU Card outside the purpose of the loyalty schemes or for fraudulent or other unlawful purposes, or where you allow someone to do the same on your behalf; or

2) you breach any of these terms and conditions.

- 11.2 If, following investigation of the matter leading to temporary suspension of your access in accordance with 11.3 below, the University upholds the complaint against you, the University shall be entitled to withdraw your right to use your SHU Card as a cashless payment card.
- 11.3 The Head of Financial Reporting and Compliance shall investigate all alleged incidents resulting in temporary suspension of your account. Such investigations shall be completed within 10 working days of suspension of your account and the outcome shall be notified to you in writing. Where you are unhappy with the outcome and wish to appeal the decision made you must contact the Director of Finance in writing within 10 working days of being notified of the outcome of the initial investigation. You must state why you are making the appeal and provide copies of any supporting evidence. The Director of Finance shall investigate your appeal and respond to you in writing within 20 working days of receiving your appeal.
- 11.4 Where your cashless account is terminated by the University in accordance with 11.2, any cash balance on your cashless account (less any money loaded onto your account by the University whether as an allowance, bursary, scholarship or otherwise), less a reasonable administration fee shall be refunded to your bank account.
- 11.5 Any termination of your cashless account by the University in accordance with these terms may be made in addition to any other right or remedy the University may have as a result of your actions, including but not limited to, disciplinary action and a requirement for you to repay to the University any funds you (or anyone on your behalf) have unjustly benefitted from.

12 TERMINATION OF YOUR ACCOUNT

- 12.1 The University reserves the right to withdraw the use of your SHU Card as a cashless payment card at any time on at least 30 days' notice to be given to you in writing to your University email address.
- 12.2 If you wish to withdraw from the right to use your SHU Card as a cashless payment card, you must notify the University in writing by completing, signing and dating the form at the Appendix and returning it at cashless@shu.ac.uk. Your accounts will be deactivated as soon as reasonably practicable following receipt of your termination notice.
- 12.3 Upon withdrawal of the right for you to use your SHU Card for cashless payments in accordance with 12.1 or 12.2, the University shall refund any cash balance (but excluding any money loaded onto your account by the University whether as an allowance, bursary, scholarship or otherwise) on your cashless account, as soon as reasonably practicable (and no later than 14 days after receiving notification of your withdrawal). You should remove the Mobile App from your mobile phone.
- 12.4 You shall not be entitled to reinstate the right to use your SHU Card as a cashless payment card once you have served notice to terminate in accordance with 12.2 above.

13 GENERAL

- 13.1 **Your SHU Card is not a debit or credit or cheque guarantee card.**

- 13.2 Should you have any queries about these terms or wish to make a complaint about the operation of the cashless payment system please contact the Finance and Planning Directorate via cashless@shu.ac.uk. Any complaints will be investigated in line with procedure set out at 11.3 above.
- 13.3 The University reserves the right to change these terms at any time and shall notify you of such changes by writing to you at your University email address and shall also publish the same at www.shu.ac.uk/shucard. Such changes will usually be made to:
- 1) reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;
 - 2) implement legal advice, national guidance or good practice;
 - 3) incorporate feedback from you;
 - 4) make the terms clearer or more favourable to you;
 - 5) rectify any error
- and shall take effect following prior notice to you (unless required otherwise by law, in which case such changes shall take effect as notified to you).
- 13.4 The University shall only be responsible to you for foreseeable loss and damage caused by it. If the University fails to comply with these terms, it is responsible for loss and damage you suffer that is a foreseeable result of this, but it is not responsible for any loss or damage that is not foreseeable.
- 13.5 The University does not limit or exclude in any way its liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by the University's negligence or the negligence of its employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for any other matter in respect of which it would be unlawful for the University to exclude or restrict liability.
- 13.6 The University will only use your personal information as set out in its [privacy notices](#).
- 13.7 No third party (excluding your guests) has any right to enforce these terms and conditions, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 13.8 These terms and conditions shall be governed by and construed in accordance with English law.

14 TERMINATION OF THE CASHLESS PAYMENT SERVICE

- 14.1 If the University decides to terminate the cashless payment service, the following transitional rules shall apply:
- 1) the University shall give you at least 30 days' notice of (a) the service closure, (b) the end date of the service, and (c) any changes in these terms and conditions, in an email sent to your University email address and in a publication on the website <http://www.shu.ac.uk/shucard>;

- 2) between the date of the notice and the end date of the service you will no longer be able to top up your cashless account;
- 3) during the notice period you can dispose of the active balance in your cashless account by continuing to make purchases in accordance with clause 5;
- 4) during the notice period you may request in writing a refund of the balance in your cashless account in such manner as directed in the notice;
- 5) from the end date of the service you will no longer be able to use your SHU Card to make cashless payments;
- 6) within three months from the end date of the service, you can request a refund of the balance in your cashless account in such manner as directed in the notice;
- 7) once three months following the end date of the service have passed, any balance remaining in your cashless account shall automatically become ownership of the University.

14.2 Any funds acquired by the University from unused balances shall be donated by the University to the Hallam Fund to be applied for its charitable purposes.

14.3 Once the termination of the cashless payment service is notified, these terms and conditions may be amended without additional notice to ensure orderly and timely closure of the service.

14.4 In the event of contradiction between this clause 14 and another clause of these terms and conditions, clause 14 shall prevail.

APPENDIX

Termination Form - SHUcard Cashless Payments Service

Please complete and send by email to cashless@shu.ac.uk:

** All fields are mandatory*

I hereby give notice that I cancel my use of my SHU Card as a cashless payment card:

SHU Card Name	
<hr/>	
(Please tick the applicable boxes)	
Student	
Student ID number	
Staff	
Staff ID number	
Signature	
Date	