Terms and conditions

Revised May 19, 2022

Possession and use of the *TrentU Card* is governed by these terms and conditions and all related policies, procedures and regulations of Trent University (the “**Terms and Conditions**”). Read the Terms and Conditions carefully as they constitute legal obligations between you and Trent University (the “**University**”). The use of the words “**YOU**" and "**YOUR**" refer to the person to whom the card was issued.

By obtaining a *TrentU Card*, depositing funds into your *TrentU Card* accounts or by using *TrentU Card* services; you agree to and accept all of the Terms and Conditions. The Terms and Conditions are subject to change from time to time and without notice. Future changes will apply to all *TrentU Cards*  in circulation and will supersede the previous terms and conditions in effect at the time you acquired your *TrentU Card*. Be sure to review the Terms and Conditions regularly.

**1. Use and Ownership**

The *TrentU Card* and your photo are the property of the University. They are used by University departments, services and employees to identify you as a University student, or employee and provide you with access to various services. You must present your *TrentU Card* upon request by employees or agents of the University and/or its service providers. The *TrentU Card* is entrusted to you to access the multitude of services available to you with the card.

You are the only person entitled to use your card. The *TrentU Card* is non-transferable. You may not use your *TrentU Card* for any illegal, unethical or unlawful purpose, for example, presenting your *TrentU Card* as evidence of being a student or employee at the University while not registered as a student or employed by the University. Using another person’s *TrentU Card*, or altering, falsifying or selling a *TrentU Card* is prohibited and subject to disciplinary action in accordance with University policies or collective agreements and may also be subject to civil or criminal proceedings.

Your *TrentU Card* is designed to provide access to University services throughout your time as a student or employee. Protect your card by storing it in a safe place. Do not punch holes in it, apply stickers or make any other modifications to your card as this may render it inoperative. If your card ceases to work, please visit the TrentU Card Office (the “**Card Office**”) immediately; a new card will be distributed at no extra charge. If you wish to replace your *TrentU Card* photo, you must provide your old card and a $25 replacement fee (taxes included and subject to adjustment from time to time) will apply.

You may use your *TrentU Card* as a debit card where accepted by Trent University service providers, provided sufficient funds are available in your account. The *TrentU Card* functions under the principle of a declining balance where purchases made with the *TrentU Card* will be deducted from your *TrentU Card* account balance. The purchase of **alcohol, cigarettes or lottery tickets** is prohibited. The *TrentU Card* does not provide credit. Cash-back transactions are not permitted. You can view your online *TrentU Card* statement at any time by logging in to your account.

You are responsible for use of the *TrentU Card*, including debits made as a result of misuse of your *TrentU Card*. If you have problems with anything you purchase using your *TrentU Card*, you must first try to settle the problem directly with the service provider. In some circumstances, the University may be able to provide assistance in resolving disputed or declined transactions (see section 4). There may be circumstances where you are provided with a promotional account for purchases with your *TrentU Card*. Funds in promotional accounts are non-refundable and non-transferable and are subject to expiry as determined by the Card Office in its sole discretion.

**2. Lost or stolen *TrentU Card*s**

You are responsible for safeguarding your *TrentU Card* against loss or theft, If your *TrentU Card* is lost or stolen, you must immediately deactivate it. You can do this online, in person at the Card Office or by calling the Card Office at 705-748-1011 ext. 7431. A replacement fee of $25 (taxes included and subject to adjustment from time to time) is charged for replacement cards. Your account will be reactivated only after the replacement fee is paid, your student status has been verified and a new *TrentU Card* has been issued. There are no refunds for the card replacement fee if the lost card is subsequently found, so we recommend you search thoroughly before requesting a replacement. If a card is found after a replacement has been issued, it should be destroyed or turned in to University Security or the Card Office.

You are responsible for all transactions until your *TrentU Card* is reported lost or stolen. The University is not responsible for goods or services obtained using a lost or stolen card. You will not be responsible for unauthorized use, which means transactions occurring after you deactivate your *TrentU Card*. Once a replacement *TrentU Card* has been issued, your remaining cash balance will be transferred to your new *TrentU Card*. After a *TrentU Card* is deactivated, it can only be reactivated at the Card Office with proof of identification, and only if a replacement card has not been issued. Once a new *TrentU Card* is issued, any previous *TrentU Card*s are permanently deactivated.

If your *TrentU Card* is found and returned to the University, University Security or the Card Office will contact you.

**3. Expiry**

TrentU Cards do not have visible expiry dates. Expiration dates for various services are coded digitally in accordance with the following schedule. As services are added, this schedule will be updated so be sure to review this schedule regularly.

Students:

1. Access to Athletics and Dining plans expires each year on April 30.
2. Access to the library expires each year on August 31, but is renewed when you register for the next academic year.
3. Access to your Trent Cash account expires two years (24 months) after your last transaction. You may contact the Card Office to request reactivation.

Employees:

1. There is no digital expiration date except for contract employees. The card will be deactivated except for your flex account, when your employment with Trent University ceases. Your Trent Cash account will expire two years (24 months) after your last transaction.

**4. Charge Disputes**

If you are not able to successfully resolve a purchase disagreement with a service provider and you wish to dispute the charge deducted from your *TrentU Card* account, you must notify the Card Office in person within 30 calendar days of the date of the charge. You must provide the date, location and amount of the transaction, along with any other information that may help staff resolve your claim. Disputing a charge does not necessarily guarantee that the disputed charge will be credited to your *TrentU Card* account. Charge disputes are dealt with on a case-by-case basis.

**5. Currency**

All *TrentU Card* account funds are in Canadian dollars. Cash deposits deposited in your Trent Cash account at the Card Office must be in Canadian funds. All deposits made from a debit or credit card outside of Canada may not be equivalent to the exact amount deposited due to currency exchange rates.

**6. Refusal to accept or honour a *TrentU Card* as payment**

The University is not responsible for refusal by a *TrentU Card* service provider to accept or honour your *TrentU Card* for whatever reason, including but not limited to:

* Insufficient funds in your account at the time of the purchase;
* Equipment normally used to process the transaction not functioning;
* Your account being temporarily suspended or cancelled due to a violation of these Terms and Conditions;
* A card reported lost or stolen.

**7. Trent Cash**

**(a)        Deposits**

Funds may be deposited to your account on-line or in person at the Card Office, Student Centre or Durham Library.

**(b)        Refunds**

Refunds may be requested in writing under the following conditions:

* Students.  When graduating or withdrawing from Trent.
* Employees.  On termination of employment for any reason.  Temporary or seasonal layoffs are not considered termination of employment.
* A $25.00 administrative fee applies to ALL refunds

 **(c) Residual Funds**

Trent Cash is considered inactive if it has no activity for twenty-four (24) consecutive months, at which time the account will be deactivated. Any funds remaining will revert to the Campus Card operating account.

**8. Dining Plans**

Please refer to the Residence Agreement for all terms and conditions relating to Dining plans. In addition, you can visit <https://www.trentu.ca/trentucard/dining-plans> for more information.

**9. Confiscation of *TrentU Card*s**

Any University employee or any *TrentU Card* service provider may confiscate your *TrentU Card* if you use it fraudulently, without authorization or for improper purposes. Once a *TrentU Card* is confiscated, it will be sent to the Card Office. Decisions on sanctions will be made in accordance with Trent policies or collective agreements, on a case-by-case basis. If your card is confiscated, you will be required to use another payment method to complete a transaction.

**10. Offline Transactions**

If the *TrentU Card* transaction reader is operating in offline mode, a limited number of transactions may be accepted. In such cases, transactions will be processed on your *TrentU Card* account once the reader is back online. You are responsible for all transactions made while the transaction reader is offline. If the declining balance on your card goes into a negative balance, you must bring the balance to zero by reloading your *TrentU Card* before you can use the card again. If a negative balance remains on a student account when the student graduates or withdraws from Trent, the amount will be added to their student account balance.

**11. Privacy Statement - Collection and use of your personal information**

The Card Office asks you to provide your name, student number and photograph for the purpose of creating and administering your *TrentU Card*.

The card identifies you as a valid user of Trent services such as library, health services, athletics, photocopying and printing, as well as services provided by external vendors such as food services and the Bookstore. The TrentU Card is also required as ID for exams and to control access to University facilities. A complete list of uses can be found at [www.trentu.ca/trentucard/](http://www.trentu.ca/trentucard/).

The information you provide for your *TrentU Card* will be kept on file in electronic format. It may be accessed by authorized University personnel for identification purposes related to security and service provision. Like all personal information, photos are managed in accordance with privacy protection legislation and the University’s privacy policy. Your personal information will be retained while you are an active *TrentU Card* user, which shall include the period of your academic or employment career at the University, and seven years thereafter, at which time it will be deleted from the database.

This information is collected under the authority of the Trent University Act, Section 18(3)(c). If you have any questions about the management of your personal information by the Card Office, contact TrentU Card Coordinator at (705) 748-1011 extension 7431 or email campuscard@trentu.ca

**12. Limitations on the University’s Liability and Indemnity**

The University is not liable to you for any loss, inconvenience to you or to others or for any damages (including special, indirect or consequential) or expenses of any kind that may result from the use or misuse of the *TrentU Card* or if, for whatever reason, your *TrentU Card* is not accepted or you do not have sufficient funds in your account. You agree to indemnify, hold harmless and release Trent University from any and all claims for losses, damages, injury, fees, expenses, charges or debts made by any party against the University arising out of the use or misuse of the *TrentU Card*, including any meal plan claims related to tax benefits and tax savings.

**13. Miscellaneous**

If any provision of these Terms and Conditions is invalid or unenforceable under applicable law, that portion will be construed consistent with applicable law as nearly as possible, or failing that, deemed omitted, and the remaining provisions will continue in full force and effect. These Terms and Conditions are made under, and will be construed according to, the laws of Ontario, Canada. The exclusive jurisdiction for any litigation required to resolve any disputes under these Terms and Conditions shall be in the courts of Ontario, Canada. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

**14. Taxi Service**

Trent Cash may be used as payment for taxi service with Call-A-Cab. Please note, that a $3.00 transaction fee will be charged for each taxi fare.

**Questions**

If you have any questions about the *TrentU Card* or the services offered, please contact the Card Office at 705-748-1011 Ext 7431, by email at campuscard@trentu.ca or in person at Blackburn Hall