

# LFA TERMS & CONDITIONS Last updated 31 March 2017

1. London Film Academy and Club Panico@LFA (hereafter the 'Academy') staff are available to offer advice to the applicant (hereafter 'you' or 'your') by telephone or in person in relation to the courses offered by the Academy, your application to the Academy, examinations set by the Academy and entrance criteria required by the Academy subject to the matters set out in these terms and conditions, but it is your own responsibility to ensure at all times that your application and other entrance criteria of whatever nature are in order and received by the Academy by the appropriate closing dates.

2. The Academy reserves the right to change (such changes to be notified to you as soon as reasonably practicable) dates or times in relation to any matter concerning the Academy in order to facilitate or improve the provision of the courses offered by the Academy and any examinations set by the Academy and entrance criteria required by the Academy but any such changes shall not affect the other terms and conditions of the Agreement you enter into with the Academy.

3. The courses offered by the Academy shall only take place if justified by demand.

4. The Academy's written and electronic prospectus is correct at the time of printing or publication but is subject always to alteration by the Academy and does not form the basis of a legally binding agreement between you and the Academy.

5. You shall receive written notification from the Academy that you have been accepted upon a course offered by the Academy (the 'Course') and shall receive notification of the full tuition fee for the Course (the 'Tuition Fee').

## PAYMENT OF TUITION FEES & REFUNDS

6. For all Courses a non-refundable deposit (the 'Deposit') must be paid to secure your place on the Course.

**DIPLOMA COURSES:** A non-refundable application fee of £50 must accompany your application form. If your application is successful you will be offered a place on the Course in writing (Offer Letter) and you will be required to submit a non-refundable Deposit (except for reasons set out in paragraph 11.3 below). The Deposit of £4,500 towards tuition fees must be received by LFA within two (2) weeks of the date of your Offer Letter otherwise your place may be revoked. This period will be reduced if your course starts less than eight (8) weeks after the issue date of your Offer Letter, in which case LFA must receive your deposit within one (1) week from the date of your Offer Letter, otherwise your place may be revoked. If your place has been revoked on any Course you will be notified of this in writing and you and the Academy shall have no further obligations to each other under these terms and conditions or otherwise.

**ALL OTHER COURSES:** A non-refundable Deposit (except for reasons set out in paragraph 11.2 below) of £200 must accompany your application to secure a place on the Course. If the Tuition Fee is less than £350 then the full Tuition Fee must accompany your application in place of the Deposit

7. For all Courses balance of Tuition Fee must be paid no later than

**DIPLOMA COURSES:** six (6) weeks prior before the Course commencement date

**ALL OTHER COURSES:** two (2) weeks prior before the Course commencement date unless an alternative form of payment has been agreed in writing by the Academy or your place will be revoked. If your place has been revoked on any Course you and the Academy shall have no further obligations to each other under these terms and conditions or otherwise.

Tuition Fee of less than £350 is non-refundable.

8. Overseas students must comply with the United Kingdom Visa and Immigration Regulations on immigration and the Academy shall not be responsible for nor be liable in relation to any failure by any overseas student to comply with such Regulations.

## APPLICANTS REQUIRING A STUDENT VISA TO STUDY IN THE UK (TIER 4):

If you require a Confirmation of Acceptance for Studies (CAS) letter for visa purposes please notify the Academy at least twelve (12) weeks prior to the start of the course (CAS letter will be issued upon receipt of the Course Deposit and CAS Letter fee).

## APPLICANTS REQUIRING A SHORT-TERM STUDY VISA TO STUDY IN THE UK:

If you require an Acceptance Letter for visa purposes please notify the Academy at least twelve (12) weeks prior to the start of the course (an Acceptance Letter will be issued upon receipt of the full Course fee).

NB. Should you require subsequent Acceptance or CAS letters for visa purposes an administration fee of £50 per letter will be required and you will be responsible for covering any postage costs.

9. Together (1) payment by you to the Academy of the Deposit in respect of any Course and (2) written notification from the Academy that you have been accepted upon the Course shall form a legally binding agreement between you and the Academy on these terms and conditions (the 'Agreement') and that you shall (1) pay to the Academy the full Tuition Fee for the Course (2) comply at all times with these terms and conditions and (3) comply at all times with any other terms and conditions as specified in the written notification of acceptance upon the Course or as notified to you by the Academy from time to time.

## COURSE TRANSFERS

10. Should you need to transfer from the course you've applied for onto another course or different course date due to unforeseen circumstances please email us explaining the reason for requesting a transfer at least two (2) weeks before the commencement of the course. Maximum of three (3) course transfers are allowed and each transfer is subject to an administration fee of £50.

## COURSE CANCELLATION

11. In the event that you cancel your place upon any Course for whatever reason, the following provisions shall apply:

11.1 cancellation of your place upon any Course must be notified by you to the Academy in writing at least six (6) weeks before the Course commencement date unless reason set out in 11.2 below applies. The refund amount will be less the non-refundable Deposit or if the Course Fee is less than £350 then no refund will be granted.

11.2 if written notice of cancellation is received by the Academy four (4) weeks before the first day of the Course, in circumstances where notification is received from the United Kingdom immigration authorities that an overseas student has been refused entry to the United Kingdom a refund of any Deposit or Tuition Fee, less an administration fee of £50, shall be made. If written notice of cancellation is received by the Academy less than four (4) weeks before the first day of the Course in circumstances where notification is received from the United Kingdom immigration authorities that an overseas student has been refused then the Academy retains in full the Deposit and/or Tuition Fee paid by you to the Academy

11.3 if written notice of cancellation is received from you by the Academy after the first day of the Course the Academy retains in full the Tuition Fee paid by you to the Academy

11.4 any refund of the Tuition Fee for the Course shall be made solely at the discretion of the Academy following a procedure to be notified to you by the Academy in writing upon your written request

12. The Academy reserves the right to cancel any Course where the Academy closes or in circumstances where a Course or the Academy is disrupted beyond the Academy's reasonable control and a full refund of the Deposit or Tuition fee shall be made, unless part of the Course has been delivered in which case a reasonable part refund of the Tuition fee shall be made at the discretion of the Academy.

## ACADEMY RULES

13. Prior to or following the commencement of all Diploma Courses, the Academy shall provide you in writing with a Student Handbook detailing: (1) the specifications for attending and passing the Course (2) a copy of the student disciplinary rules and procedures (3) a copy of the student poor performance procedure and (4) a copy of the Academy's equal opportunities policy and bullying and harassment policy (each of which the Academy reserves the right to revise, such revisions to be notified to you as soon as reasonably practicable) which shall each form and be part of the Agreement between you and the Academy.

14. Following the commencement of all other Courses, the Academy shall provide you with (either written or verbal) a course outline and details of the subjects offered on the Course.

15. You shall (1) be on time for and attend all lectures, practical sessions, practical exercises, examinations and tests provided and specified by the Academy (2) submit projects and written assignments as required and as specified by lecturers and tutors at the Academy and (3) promptly and faithfully comply with all the Academy's reasonable directions, requests, rules and regulations.

16. If you do not comply with the: (1) policies and/or procedures set out in paragraph 11 above and the Student Handbook and/or (2) the matters set out in paragraph 13 above the Academy has the right to terminate the Agreement between you and the Academy and to terminate your attendance on the Course and to require you to leave the Academy.

17. In circumstances of termination set out in paragraph 16 above the Academy shall not refund to you in full or in part the Tuition Fee paid by you to the Academy.

## INTELLECTUAL PROPERTY, INSURANCE & CONFIDENTIALITY

18. In and to the work you carry out on the Course or at the Academy, including but not limited to practical exercises, projects, written assignments, treatments, screenplays, still photographs, artwork, filmed scenes, showreels and short films and all other material created by you and your participation on the Course including any performance and the filming and recording of you as an individual and your voice (the 'Work'), you hereby in perpetuity irrevocably:

18.1 assign to the Academy with full title guarantee the entire copyright (present and future) and all other right, title and interest of whatsoever nature (vested or contingent) and all subsidiary and ancillary rights (including student film festivals and short film festivals) throughout the world for the full period of copyright and for all renewals and any extensions and renewals of the same by any and all means and in all media now known or hereafter devised. We reassign copyright to Screenwriting Diploma and Feature Filmmaking Development Lab students on successful completion of their course and reserve the right to use elements of the Work for marketing purposes.

18.2 waive all moral rights conferred on you pursuant to the Copyright Designs and Patents Act 1988 and all other rights of a similar nature to which you have become or shall become entitled pursuant to current or future legislation anywhere in the world; and

18.3 confirm that the assignment of rights is free from all liens and encumbrances and includes the assignment of all rental and lending rights and shall not seek to enforce any rights to equitable remuneration in respect of any rental and lending rights which may accrue pursuant to the Copyright and Related Rights Regulations 1996 (together the 'Rights').

19. You warrant that you are and shall be the sole owner of the Work which is wholly original to you and to the best of your knowledge nothing in the Work does or shall infringe the copyright or any other rights including any rights of confidentiality or privacy or defame any third party including but not limited to students and tutors at the Academy.

20. You grant to the Academy the right but not the obligation to use and to authorise others to use your name, reproductions of your physical likeness, film and recordings of your voice and your biography in connection with the advertisement, publicity, exhibition and exploitation of the Work and all subsidiary and ancillary rights.

21. In circumstances where you wish to use or show the Work to any third party, including but not limited to submissions or applications to academic institutions or employers, showreels, student film festivals and short film festivals, you shall request such use in writing to the Academy who may grant consent or refuse your request in writing, such consent not to be unreasonably withheld.

22. No breach of this Agreement by the Academy shall entitle you to terminate or rescind the Rights and you hereby waive the right in the event of any such breach to damages or equitable relief or to enjoin, injunct, restrain or interfere with the Rights or the production, distribution, exploitation, exhibition or use of the Work.

23. The Academy shall secure in the Academy's name or otherwise at the Academy's own expense insurance covering you independently or together with others and you shall not have any right, title, or interest in or to such insurance. The Academy shall not be liable for any loss of or damage to your clothing or other personal property whether such loss or damage is caused by negligence or otherwise except to the extent that the Academy receives compensation from an insurance company or other third party.

24. You shall not issue any publicity relating to or otherwise reveal or make public any financial, creative or other confidential information in connection with the Work, the Course or the Academy or our business.

## PRIVACY / DATA PROTECTION

25. You hereby consent to the processing of personal data about you for the purpose of your attendance on the Course only (including but not limited to providing your name and contact details to tutors at the Academy) under the Data Protection Act 1998. The Academy shall not process personal data about you for any other purpose without first obtaining your written consent.

26. No collectively bargained agreement as commonly found in the film and television industry including but not limited to PACT, Equity, WGA or SAG agreements shall apply to this Agreement unless otherwise agreed by the parties in writing.

27. Any notices required to be given under this Agreement shall be in writing by first class mail and shall be sent by the parties to the addresses set forth in the written notification of acceptance upon the Course.

28. The Academy may assign or license this Agreement to any third party, the Academy's successors, assignees and licensees. This Agreement contains the entire agreement of the parties and may only be varied by written instrument signed by both parties.

## LAW & JURISDICTION

29. This Agreement shall be governed by English law and the parties shall submit to the exclusive jurisdiction of the English court.