

LONDON FILM ACADEMY TERMS & CONDITIONS

1. London Film Academy (including Filmmakers Club) (hereafter the 'LFA', 'Us' or 'Our') 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 LFA. Your application to the LFA, examinations set by the LFA and entrance criteria required by the LFA are 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 LFA by the appropriate closing dates.
2. The LFA 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 LFA in order to facilitate or improve the provision of the courses offered by the LFA and any examinations set by the LFA and entrance criteria required by the LFA but any such changes shall not affect the other terms and conditions of the Agreement You enter into with the LFA.
3. The courses offered by the LFA shall only take place if justified by demand.
4. The LFA's written and electronic communication materials are correct at the time of publication but are subject to alteration by the LFA and does not form the basis of a legally binding agreement between You and the LFA.
5. You shall receive written notification from the LFA that You have been accepted upon a course offered by the LFA (the 'Course') and shall receive confirmation of the full tuition fee for the Course (the 'Full Fee').

PAYMENT OF FEES

6. To secure Your place on the course You must pay:
 - 6.1 a non-refundable deposit (the 'Deposit Fee') or
 - 6.2 the Full Fee.
7. In exceptional circumstances when a Deposit Fee or Full Fee is returned to You at the discretion of the LFA, an administration fee (the 'Administration Fee') will apply
8. Balance of fees ('Balance of Fees') (being the Full Fee less the Deposit Fee actually paid) are due four (4) weeks prior to the Course commencement date unless an alternative form of payment has been agreed in writing by the LFA or Your place will be revoked. If Your place has been revoked on any Course, You and the LFA shall have no further obligations to each other under these terms and conditions or otherwise.
9. For Courses over three (3) months in duration, You will receive an offer letter ('Offer Letter') which details how to accept Your place; when to pay Your Deposit Fee or Full Fee and the amount of the Deposit Fee or Full Fee; when to pay Your Balance of Fees and the amount of the Balance of Fees. Failure to adhere to these terms may lead to Your place being revoked. If Your place has been revoked on any Course, You will be notified of this in writing and You and the LFA shall have no further obligations to each other under these terms and conditions or otherwise.
10. Together (1) payment by You to the LFA of the Deposit Fee or Full Fee in respect of any Course and (2) written notification from the LFA that You have been accepted upon the Course shall form a legally binding agreement between You and the LFA on these terms and conditions (the 'Agreement') and that You shall (1) pay to the LFA the Full 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 LFA from time to time.

APPLICANTS REQUIRING A VISA TO STUDY IN THE UK:

11. Overseas students must comply with the United Kingdom Visa and Immigration (UKVI) Regulations on immigration and the LFA shall not be responsible for nor be liable in relation to any failure by any overseas student to comply with such Regulations.
 - 11.1 **STUDENT VISA:** If You require a Confirmation of Acceptance for Studies (CAS) for visa purposes, please notify the LFA at least twelve (12) weeks prior to the start of the course. CAS will be issued at the discretion of LFA when the supporting documents have been verified and upon receipt of the Deposit Fee or Full Fee and CAS Fee.
 - 11.2 **STANDARD VISITOR VISA:** If You require an Acceptance Letter for visa purposes, please notify the LFA after payment of Full Fee and receipt of written notification that you have been accepted upon the Course and at least four (4) weeks prior to the start of the course.

FEE TARIFF GUIDE

Administration Fee	All Courses	£200
CAS Fee	All Courses more than six (6) months in duration	£200
Cancellation Fee	All Courses less than three (3) months in duration	10% of Full Fee
Deposit Fee	All Courses three (3) months or more in duration	£4,500

COURSE TRANSFERS

12. For Courses less than three (3) months in duration transfers via MyLFA are permitted at no additional charge, as long as the transfer occurs at least four (4) weeks before the commencement of the Course from which You are transferring. Only three (3) transfers are permitted per course booking. For Courses longer than three (3) months in duration please email Admissions Team (admissions@londonfilmacademy.com) explaining the reason for requesting a transfer at least four (4) weeks before the commencement of the Course. Depending on the academic requirements and availability, You may be granted a transfer, but by transferring, You forfeit your Deposit Fee.

COURSE CANCELLATION & REFUNDS

13. LFA Procedure 2.4 - Tuition fee refund and compensation (as amended from time to time) is hereby incorporated into and forms a part of this Agreement.

EVENTS BEYOND THE CONTROL OF THE LFA

14. Any event beyond the reasonable control of the LFA is a Force Majeure Event. Force Majeure Events shall include (but are not limited to) such events as an act of God, fire, flood, storm, other natural disaster, nuclear disaster, threat of war, war, riot, civil unrest, act of terrorism, strikes, industrial action and disputes, outbreak of epidemic or pandemic disease, failure of utility service or transportation.
 - 14.1 If the LFA is prevented from or delayed, or otherwise materially impeded, in carrying out any of its obligations under this Agreement by a Force Majeure Event, it shall promptly notify You in writing and shall be entirely excused from performing those obligations while the Force Majeure Event continues.
 - 14.2 The LFA will, in its absolute discretion, be entitled to take such steps as it considers appropriate to minimise or to mitigate the effects of the Force Majeure Event, including (but not limited to) varying the method of delivery of courses and amending the curriculum.
 - 14.3 If the Force Majeure Event continues for more than 28 days, the LFA will promptly notify You of the steps it proposes to take to minimise or to mitigate the effects of the Force Majeure Event.
 - 14.4 In no circumstances will the occurrence of a Force Majeure Event entitle You to refuse to perform Your obligations (including payment) under this Agreement, notwithstanding the steps taken by the LFA to minimise or to mitigate the effects of the Force Majeure Event including (but not limited to) varying the method of delivery of courses and amending the curriculum.



LFA RULES

15. From the point of being accepted upon a course You must abide by all LFA policies, procedures and handbooks.

15.1 If You are accepted onto a Course validated by the University of Derby (UoD) You are accepting the Terms and Conditions of both the LFA and UoD <https://www.derby.ac.uk/welcome/new-students/digital-guide/terms-and-conditions/>

15.2 Prior to or following the commencement of all other Courses, the LFA shall provide You with (either written or verbal) a Course outline and details of the subjects offered on the Course. For courses over six (6) months, the LFA shall provide You with a Course Programme Specification which details requirements for attaining the specified qualification.

15.3 The LFA reserves the right to revise its policies, procedures, handbooks, Course Outlines and Programme Specifications (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 LFA.

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

17. If You do not comply with the: (1) policies and/or procedures set out in paragraph 15 above and the Student Handbook and/or (2) the matters set out in paragraph 16 above the LFA has the right to terminate the Agreement between You and the LFA and to terminate Your attendance on the Course and to require You to leave the LFA.

18. In circumstances of termination set out in paragraph 17 above the LFA's procedure on refunds is published in LFA Procedure 2.4 - Tuition fee refunds and compensation on the LFA website.

INTELLECTUAL PROPERTY, INSURANCE & CONFIDENTIALITY

19. In and to the work You carry out on the Course or at the LFA, 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:

19.1 assign to the LFA 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. MA Students are automatically reassigned Copyright of their scripts after successful completion of their course and LFA reserve the right to use elements of the Work for marketing purposes.

19.2 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

19.3 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').

20. 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 LFA.

21. You grant to the LFA 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.

22. 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 LFA who may grant consent or refuse Your request in writing, such consent not to be unreasonably withheld.

23. No breach of this Agreement by the LFA 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.

24. The LFA shall secure in the LFA's name or otherwise at the LFA'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 LFA 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 LFA receives compensation from an insurance company or other third party.

25. 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 LFA or Our business.

PRIVACY / DATA PROTECTION

26. LFA takes Your privacy and its data protection obligations seriously. LFA's Privacy Policies and notices are published on Our website.

27. 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.

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

29. The LFA may assign or license this Agreement to any third party, the LFA'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

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

