



## **Membership Terms and Conditions**

### **1. INTRODUCTION**

1.1 We are National Youth Film Academy - Ntl Youth Film GB Ltd - (“NYFA” or “we” or “us”). We provide film education programmes and related products and services. Our company number is 12216555.

1.2 You can contact us using the contact details provided on our website at [www.nyfa.org.uk](http://www.nyfa.org.uk)

1.3 We reserve the right to modify these terms and conditions without notice. Our latest terms and conditions are on our website.

1.4 Your use of our website, your booking or purchase of a programme your membership and or related products and services signifies your agreement to these terms and conditions. They constitute a contract between you and us. If you are a consumer your statutory rights are not affected by this agreement

1.5 We are entitled to rely on your booking and initial payment in good faith that you will make all future required payments for a booked programme or membership.

### **2. PURCHASE OF PROGRAMMES OR RELATED PRODUCTS AND SERVICES**

2.1 These terms and conditions apply to the purchase, booking or use of any programme or related products or services provided by NYFA.

2.2 Information about programmes and related products and services is subject to change without notice.

2.3 The content of our programmes is subject to change without notice.

### **3. PERSONAL DATA**

3.1 Personal information collected from you is subject to our privacy policy, a copy of which can be found by contacting the office via email [enquiries@nyfa.org.uk](mailto:enquiries@nyfa.org.uk)

### **4. PROGRAMME BOOKING AND PAYMENT TERMS**

4.1 You acknowledge that on booking a place on a programme we are entitled to do all that we deem necessary to plan for your participation on the programme. You also acknowledge that this may extend to acquiring additional equipment, securing, and even restructuring the

delivery of the programme to accommodate your placement. Accordingly you agree that the Cancellation Policies included in these terms and conditions are both fair and reasonable and as far as you are aware reflect the circumstances at the time of booking.

4.2 For our programmes a payment plan must be set up at the time of booking. Alternatively you can pay the full balance for a reduced programme fee, this must be paid at the time of booking to secure your place. Payment is deemed to have happened when we have received cleared funds. You agree once you have confirmed your place a deposit of £150 is due to the NYFA and will be included in your programme fee. This is non refundable and covers the cost of administration fees whilst registering you on the programme.

4.3 For all short programmes with a duration of less than 2 days, 100% of the programme fee is payable on booking.

4.4 For participants under the age of 18 a parent or guardian named in the agreement shall be the guarantor of due fees and shall pay on the participant's behalf on any defaulted payment.

4.5 **Membership Fees** You are agreeing to enter an agreement to pay an annual membership fee to the National Youth Film Academy.

4.5.1 You must be 18 years of age or older to purchase membership. If you are under 18 your parents / guardians will have to pay membership fees and enter this agreement on your behalf.

4.5.2 We offer a 14 free trial period for you to experience membership benefits with 16 additional days to request a full refund and to cancel your contract. After this period you agree to either pay the monthly membership fee of £29.99 for a minimum of 12 months or the annual Membership fee of £299. Due to the nature of the Service no refunds will be made for any membership fees already paid, excluding the 30 day money back guarantee as stated above.

4.5.3 Once you cancel you will no longer have access to the Service, including all content and community resources, once your current membership period is completed.

4.5.4 The 30 day refund period only applies to your first subscription and cannot be used more than once.

4.5.6 No partial refunds are given should you terminate an annual subscription.

## **5. PRICING**

5.1 We review our pricing annually and any changes will be published thereafter and become effective from the following July.

5.2 Programme and Membership prices are inclusive of value added tax to the extent that the programme attracts value added tax.

5.3 In the unlikely event that we are unable to provide you with a place on a programme for which you have paid a fee we will give you the option of a refund of the fee paid to date, or a place on another programme or a place on a future running of the programme as far as reasonably possible.

5.5 Our fees are exclusive of any money transfer charges or exchange rate deductions. Should we suffer any loss from transaction charges, exchange rate variations or other deductions we reserve the right to charge you immediately for these sums.

5.6 Late payments, including those resulting from deductions under clause 5.5, will automatically incur a 5% additional fee to cover our increased administrative costs.

## **6. CANCELLATION POLICIES**

6.1 We reserve the right to cancel any programme at any time up to and including the start date of the programme. Should this occur we will endeavour to give you at least 7 day's notice and to give you the option of a place on another programme or a refund of your full fee or a place on a future running of the programme.

6.2 You may cancel your place for a refund, less any external costs incurred and the deposit, on all programmes for which you have paid a fee as long as the cancellation is received in within 30 days of you accepting your place. If you cancel your place after 30 days then you are liable to pay the full programme fee in addition to other products that you may order.

6.3 You acknowledge that given the circumstances at the time of booking this is fair and reasonable and reflects inter alia our need to properly plan to accommodate you on the programme. Further you irrevocably confirm that you consider this to be an appropriate assessment of our loss, including for the avoidance of doubt lost revenue and lost profit.

6.4 Where there are exceptional circumstances these will be dealt with entirely at the NYFA's discretion on a case-by-case basis. Our decision is final.

6.5 You may be able to change your booking from one programme to another, or one date to another, at our complete discretion.

6.6 All deposits paid to secure a place on any programme are non-refundable.

## **7. EXCLUSION / LIMITATION OF LIABILITY**

7.1 Nothing in this agreement in any way excludes or restricts our liability for negligence causing death or personal injury or for fraudulent misrepresentation or for anything which may not legally be restricted. Nor does it affect consumers' statutory rights. This section (and any other terms excluding or limiting our liability) applies to our directors, officers, employees, subcontractors, agents, parent, subsidiary and affiliated companies as well as to us.

7.2 For the avoidance of doubt our programmes and other related products and services, including this website, are provided on an "as is" basis and save as expressly stated herein without representations, conditions, warranties or other terms of any kind, either express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement or title.

7.3 Without prejudice to the other terms of this agreement, we exclude all liability including breach of contract, tort (including negligence) or any other cause of action with respect to any of our products or services.

7.4 Without prejudice to the other terms of this agreement, in no event (including our own negligence) will we be liable for any: a) economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings); b) loss of goodwill or reputation; c) special, indirect or consequential losses

## **8. INTELLECTUAL PROPERTY**

8.1 All programme material, products and services including those developed directly on the programme by us remain the property of the NYFA

8.2 You will retain all intellectual property developed on the programme by you. We are granted a lifetime royalty free license to use any materials which you produce on the programme solely for marketing, internal and educational use.

8.3 You are free to exploit your developed materials as you see fit and we would be happy to discuss how we can assist you in doing so.

## **9. GENERAL**

9.1 These terms and conditions constitute the entire agreement between you and us in connection with your booking, purchase or use of our programmes and related products and services. You agree that any other communication (whether direct or indirect) you have had with us, did not affect your decision to book a place on and consequently attend a programme. Any failure by us to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision. If any provision of these terms and conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision and that other provisions remain in full force and effect

## **10. NYFA programme RULES**

10.1 Students must maintain an attendance record of at least 80%. Failure to do so may result in expulsion from the programme with no refund of fees. Exceptional circumstances will be dealt with at the NYFA's discretion.

10.2 All students are also subject to any rules contained in the student handbook which they will be given at the start of the programme or earlier upon your request. You agree to abide by these rules.

10.4 For your own safety when on programme and for identification purposes. All students are required to wear a NYFA uniform. If students are not wearing uniform they will be asked to leave the programme until they return in uniform. Constant failure to wear a uniform may result in expulsion from the programme with no refund of fees.

10.5 The NYFA operate a no tolerance policy to illegal drug use. If any student is caught taking or involved in the taking of illegal drugs whilst on the programme they will be immediately removed from the programme with no refund. A fine of £200 made payable to Ntl Youth Film GB Ltd will be issued and paid within 30 days from the incident date.

## **11. EQUAL OPPORTUNITIES**

11.1 We wish to support the development of creative and imaginative students for employment in industry, none of which is affected by physical ability. Therefore we support the development of individuals who may be physically challenged by the demands of certain programmes which we find is best accommodated by early notification of potential difficulties.

We will always try and take reasonable and justifiable steps to accommodate the difficulties in question, taking into account the student's difficulties, practical capability, impact and potential disruption, cost implications, and other legal considerations. However the very nature of a programme may make programme accessibility difficult for students with particular types of disability. Where this occurs we will endeavour to discuss this with you in advance whether you wish to attend certain aspects of a programme where such challenges

are reasonably and justifiably surmountable or agree an alternative solution which is satisfactory to both parties.

11.2 The NYFA operates an equal opportunities policy. All students are assessed as individuals and have equal access to the learning experience within the school. For certain programmes students are assessed before acceptance according to their relevant skills, abilities and merits in order to ensure programme appropriateness. Our selection process seeks to capture the wide diversity of potential creative talent in the industry and encourages applicants with the appropriate talent and ability whatever their background, ethnicity, origin, age, gender, class, sexual orientation, disability or religious or political beliefs.

11.3 We have designed our programmes to deliver appropriate learning across a range of disciplines. Although we will take reasonable steps to warn students of the content of potentially distressing programme material, we make no apology for such programme material as we believe the material in question is an important part of the learning experience. You agree to discuss any concerns you may have with us in advance.

## **12. LAW AND JURISDICTION**

12.1 This contract is governed by the law of England and Wales, and is subject to the exclusive jurisdiction of the courts of England.