

TERMS & CONDITIONS

1. INTRODUCTION

- 1.1 We are the Met Film Limited ("the Met" or "we" or "us"). We provide film education courses and related products and services. Our registered office is at 5 Young Street, London, W8 5EH, United Kingdom. Our company number is 4790426.
- 1.2 You can contact us using the contact details provided on our website at www.metfilmschool.co.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 course 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 course.

2. PURCHASE OF COURSES OR RELATED PRODUCTS AND SERVICES

- 2.1 These terms and conditions apply to the purchase, booking or use of any course or related products or services provided by the Met.
- 2.2 Information about courses and related products and services (including price) is subject to change without notice.
- 2.3 The content of our courses 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 on our website.

4. COURSE BOOKING AND PAYMENT TERMS

- 4.1 You acknowledge that on booking a place on a course we are entitled to do all that we deem necessary to plan for your participation on the course. You also acknowledge that this may extend to acquiring additional equipment, securing, and even restructuring the delivery of the course 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 With respect to degree courses, we both acknowledge that you are aspiring to a degree from us and that no other party which provides similar degrees will be considered an adequate substitute.
- 4.3 If you are a student from outside the European Union, you agree to provide us within 7 days of arriving within the UK to attend the start of the course (or if later as soon as possible prior to the start of the course), a copy of your completed police registration form. Failure to do this may result in your inability to attend the course.
- 4.4 For courses lasting less than 3 months and *Write a Feature Film* the full fee must be paid to secure your place. For all courses lasting 3 months or longer except our 1-year programmes and our 2-year degree courses, a 20% deposit must be paid at the time of booking to secure your place and the final balance must be paid 6 weeks prior to the start of the course. For our degree programmes and one-year programmes a 20% deposit must be paid at the time of booking to secure your place, 50% of the remaining balance must be paid 1 month after booking and the final balance must be paid 6 weeks prior to the start of the course. Payment is deemed to have happened when we have received cleared funds.
- 4.5 The full balance of the second year of a 2-year course is due by the end of June prior to the start of the first module in the second year for a September/October start and by the end of October prior to the start of the first module in the second year for a January/February course start.

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 Course price are inclusive of value added tax to the extent that the course attracts value added tax.
- 5.3 We will try to ensure that you receive a place on a course for which you have booked and paid the appropriate fee in full. However we cannot guarantee your place on any course and in the unlikely event that we are unable to provide you with a place on a course 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 course or a place on a future running of the course as far as reasonably possible.
- 5.4 Should you decide that you do not wish to attend the second year of a two-year course, you will not be liable for the second year payment so long as you confirm to us prior to the scheduled payment date above. Notification of your intention not to attend after this date, other than for reason of a failure to achieve the necessary performance as assessed by your Met Film mentor, will result in the fee being due as if you had booked a place on the first year of a two year course on the scheduled payment date.
- 5.5 Payments by credit cards will attract a 3.5% additional administrative card fee on the amount to be paid. Payments by debit card will not attract a card fee.
- 5.6 Our fees are exclusive on 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.
- 5.7 Late payments, including those resulting from deductions under clause 5.6, will automatically incur a 5% additional fee to cover our increased administrative costs, subject to a minimum administrative cost of £250.

6. CANCELLATION POLICIES

- 6.1 We reserve the right to cancel any course at any time up to and including the start date of the course. 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 course or a refund of your full fee or a place at a future running of the course.
- 6.2 You may cancel your place for a refund, less the 20% deposit, on all courses for which you have paid a fee as long as the cancellation is received in writing at least 45 days before the first day of the course. If you cancel your place 44 days or less before the start of the course then you are liable to pay the full fee.
- 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 course. 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 school's discretion on a case-by-case basis.
- 6.5 You may be able to change your booking from one course to another, or one date to another, at our complete discretion.

- 6.6 All deposits paid to secure a place on any course are non-refundable.
- 6.7 If you are an international student requiring a visa to study in the UK and your application, made in good faith, is unsuccessful, we will refund the full amount paid including your deposit upon presentation of the official documentation from your local embassy or consulate and a copy of your visa application at least 14 days prior to the course start date.
- 6.8 All students are actively encouraged to take out individual cancellation and/or interruption insurance. Students travelling from abroad are encouraged to also take out travel and medical insurance.

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 courses 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 course material, products and services including those developed directly on the course by us remain the property of the Met.
- 8.2 You will retain all intellectual property developed on the course by you. We are granted a lifetime royalty free license to use any materials which you produce on the course 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 courses 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 course. 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. SCHOOL RULES

- 10.1 Students must maintain an attendance record of at least 80%. Failure to do so may result in expulsion from the school with no refund of fees. Exceptional circumstances will be dealt with at the school'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 course or earlier upon your request. You agree to abide by these rules.

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 courses 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 course may make course 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 course where such challenges are reasonably and justifiably surmountable or agree an alternative solution which is satisfactory to both parties.
- 11.2 Met Film operates an equal opportunities policy. All students are assessed as individuals and have equal access to the learning experience within the school. For certain courses students are assessed before acceptance according to their relevant skills, abilities and merits in order to ensure course 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 courses to deliver appropriate learning across a range of disciplines. Although we will take reasonable steps to warn students of the content of potentially distressing course material, we make no apology for such course 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.