

SHORT COURSE BOOKING TERMS AND CONDITIONS

Thank you for your application for an NFTS Scotland Short Course.

You will be notified automatically via the website that your submission has been successful. Your place is not reserved until your application has been reviewed and your application status changes to 'offer' on the NFTS website.

Your offered place on the course is reserved for 10 working days, subject to course capacity.

Should you accept the offer of a place, and the following terms and conditions, your application will be progressed to payment stage, which can be made through the NFTS website.

Corporate Places

If you have requested a corporate place (in the event that your employer is paying for you), your place is confirmed when your application status changes to 'offer' on the website. An invoice, subject to standard payment terms, will be sent to your employer.

Bursary Places

If you have selected that you are applying for a bursary place, you must submit your bursary application at the same as your course application. Details of how to apply for a bursary are on the course webpage. Your application will be reviewed as a whole and, if successful, you will be sent a bursary offer letter with details of the amount offered.

Payment

Please ensure prompt payment as, in the event that a course becomes over-subscribed, applicants who have not paid are liable to lose their reserved place.

Please note that on payment of your fees, a contract will be formed with the School which will be subject to the Terms and Conditions set out in this document. Please take the time to read them carefully as payment of fees will be deemed to be acceptance of them.

If, after acceptance of your place, it is no longer possible for you to attend, please advise us as soon as possible so that we may offer your place to another applicant. You may not be allowed to attend until fees have been paid.

Fees, course dates and times are as advertised, unless otherwise communicated and agreed with you. Successful completion of a course requires full attendance. Pre-course information, including any preparation required and homework involved, will be provided in advance of the course date.

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1. Course cancellations

Course cancellations made more than 10 working days before the course begins will receive a full refund.

Cancellations made between 10 and 2 working days will be subject to a minimum 15% fee for bank/administration costs.

Cancellations made 2 working days or less will receive a 50% refund

2. How we can make changes to the contract and how this may impact you

Whilst the School will always try and minimise making changes to courses, there may be times when changes are needed. These may be made:

- To deal with unavoidable changes in our staff
- To address and/or take steps in response to a security threat
- In light of student feedback
- To address the availability of teaching space
- For any other valid reason.

The reasons above may result in a number of different changes being made by us in response, these include:

- Rescheduling the dates of your course
- Changes to the staff delivering your course
- Reasonable changes to the timetable for delivery of your course
- Reasonable changes to the methods by which the course is delivered
- Reasonable variations to the content of the course
- Changes to the location of your course

We will notify you of any amendments either directly or through your Course Leader and give you as much notice as possible. If you do not agree with a major change we make to the Contract, you will be entitled to terminate the Contract and you may be entitled to an appropriate refund of the fees you have paid to us.

3. Delivery Model

NFTS Scotland offer physical face-to-face training at course-specific venues in Glasgow, online in the Virtual Classroom (accessed via Zoom) and blended models where appropriate. In light of the COVID-19 pandemic, NFTS Scotland reserve the right to change the delivery model of training, in accordance with government guideline, where appropriate.

4. Attendance

Regular and punctual attendance is essential, both for effective learning and the proper functioning of courses. Participants are expected to make a strong commitment to all aspects of the

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course, and you may be asked to leave your course if you fail to attend any part of it without good reason.

In general, the School operates a five-day week from 09.30-17.30 and except for health or compassionate reasons, variations to this cannot be allowed. Evening courses generally run between the hours of 18.00 and 21.00 and morning courses generally run between the hours of 10.00 and 13.00.

Participants should contact their Course Leader immediately if for any reason they are unable to attend their courses.

5. Conduct

Participants are expected to behave in a reasonable manner to other students regardless of their race, colour, ethnic or national origins, gender, marital status, sexual orientation, age, disability, religious beliefs, economic status or class.

Breaches of the School's [Harassment Policy](#), [Equality and Diversity Policy](#) or our collaborative partners' health and safety policies as notified to you may result in a participant being asked to leave the course.

Action may be taken against a participant for unsatisfactory progress in respect of their attendance, conduct and attitude. This could result in a participant being dismissed from the course.

6. Complaints

We welcome comments on your experience of being a participant on a course at the School and look to make improvements where we can. If there is something you are unhappy with, please tell us straightway so that, if possible, we can put it right.

7. Termination

The School may terminate its relationship with you in writing with immediate effect if:

- i. In our reasonable opinion you have failed to provide the School with all relevant information, or have supplied false or misleading information relating to your application for your course; or
- ii. Where your behaviour represents a significant risk to the health, safety, or welfare of yourself or others.
- iii. Where you have negligently caused damage to equipment.

8. Liability

If we fail to comply with our obligations under this Contract, we

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are responsible for loss or damage you suffer that is a foreseeable result of our breach of this Contract or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.

We will not be responsible to you for any of the following, unless we have been negligent:

- Damage to or theft of vehicles and bicycles parked on sites used by for us for delivery of our courses
- Damage to or theft of computer equipment (including infection with a computer virus)
- Injury arising from voluntary activity
- Personal injury or death except if caused by the negligence of School staff
- Loss or opportunity and loss of income or profit, however arising
- Any loss as a result of cyber fraud

We do not exclude or limit in any way our liability for:

- Death or personal injury caused by our negligence or the negligence or our employees, agents or subcontractors
- Fraud or fraudulent misrepresentation, or
- Any other matter which we are not permitted to exclude or limit our liability by law.

The School will not be liable to you for any events beyond our reasonable control, or for the consequences of any events beyond our reasonable control, including but not limited to: strikes, other industrial action, staff or student illness, severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, epidemic or pandemic disease, acts of God, failure of public utilities or transport systems, actions or defaults of placement providers, suppliers or sub-contractors, breakdown of plant or machinery, or national emergencies.

9. Insurance

The School will not insure your personal possessions and you should consider making arrangements to do so yourself if you wish to have insurance in place.

10. Data Protection

The School uses your personal data as set out in its [Data Protection Policy](#) and [Participant Privacy Notice](#). Unless you object, information relating to your registration will be shared with our Alumni department so that we can keep in touch with you after you have left the School. More information about this is available from the [Alumni Privacy Notice](#).

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11. Your legal right to cancel

You have the right to cancel your acceptance of a place on this course for any reason during a 14-day cancellation period, which will expire 14 days from the date of payment of your fees. If you have started on the course during the cancellation period, you shall pay us an amount which is in proportion to the time you have been on the course until you have communicated to us your cancellation of this contract. You can cancel your acceptance by sending us an email to scotland@nfts.co.uk

12. Governing law and jurisdiction

The contract between you and the School is governed by English law. You and we both agree that the English and Welsh courts have jurisdiction over any disputes that may arise under this contract.

However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

13. Notices

If you need to contact the School or if you need this document in an alternative format please contact the Registrar at registry@nfts.co.uk.

Should you have any further questions, please contact us at scotland@nfts.co.uk or call Abigail Howkins (NFTS Scotland Development Manager) on 07852 247 180.

We look forward to welcoming you on this course.

NFTS Scotland is a hub of the National Film and Television School

c/o BBC Scotland, 40 Pacific Quay, Glasgow G51 1DA

Tel: 0141 422 6461

www.nfts.co.uk/scotland

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