

## Terms and Conditions 2021/22

These terms and conditions are important and you should take time to read them and know where you can find them should you need to refer to them later on. They form the basis of the relationship between the NFTS ('the School', 'us', 'we') and students ('you' or 'your') which starts when you confirm your acceptance of an offer of a place on a course, and you should read them carefully before accepting your offer. If you have any questions about them, please contact Registry at [Registry@nfts.co.uk](mailto:Registry@nfts.co.uk).

### 1. Your contract with us

- 1.1 When you confirm your acceptance of an offer of a place on a course at the School, a legal contract ('the Contract') is formed between you and the School and is made up of the terms and conditions set out in your offer letter, published information about your course on our website and the terms and conditions set out here. This contract is conditional on any conditions set out in your offer letter including the payment of your deposit and course fees, and on you enrolling with the School at the start of your course.
- 1.2 Upon registration with the School, these Terms and Conditions will start to apply. On registration you will be agreeing to comply with the School's regulations, policies and procedures, as amended from time to time and notified to you. In particular the School refers you to its published regulations, policies and procedures relating to:
- [Admission](#), registration and [attendance](#)
  - [Payment of fees and other charges](#)
  - [Academic progression](#)
  - [Data protection](#)
  - [Copyright and Intellectual Property Rights](#)
  - [General conduct](#)
  - [Health and Safety](#)
  - [Fitness to Study](#)
  - [Use of IT facilities](#)
- 1.3 Please make sure that you familiarise yourself with these documents and their relevant requirements. Failure to comply could result in the School taking action against you under relevant School procedures which could lead to your place on a course being terminated.
- 1.4 The Royal College of Art (RCA) validates the MA Film and Television and its assessment regulations apply to our MA courses. These can be found here: [www.rca.ac.uk/more/about-rca/official-information/governance/RCA-regulations/](http://www.rca.ac.uk/more/about-rca/official-information/governance/RCA-regulations/)

### 2. Your legal right to cancel

- 2.1 You have the right to cancel your acceptance of a place at the School for any reason during a 14-day cancellation period, which will expire 14 days from the date of your acceptance of your offer.
- 2.2 To exercise the right to cancel, you must have sent us either a letter or an email before the deadline has expired. Emails can be sent to: [Registry@nfts.co.uk](mailto:Registry@nfts.co.uk). Alternatively, you can use our

Application Cancellation Form.

2.3 If you cancel this contract within the 14-day cancellation period, we will reimburse all payments received from you (see paragraph 4.6)

### **3. Our obligations to you**

3.1 As a student of the NFTS, you can expect to receive:

- on registration, a Course Handbook and a Student Information Handbook containing information introducing your course, general regulations, policies and information about the services and facilities available to students;
- an overview of your programme of study based on the school's curriculum with an outline timetable;
- delivery of the programme by suitably qualified tutors and support staff and access to appropriate learning resources and information technology;
- learning support and guidance from your Head of Department or Course Leader, including an on-going review of progress;
- access to the full range of welfare and advisory services available to students;
- appropriate opportunities to take part in a programme of cultural and social activities on and off site;
- opportunity to comment on the delivery of the programme and make suggestions on any aspect of the NFTS life, including through student representatives who are members of the School's governance committees.

3.2 We welcome comments on your experience of being a student 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.

### **4. Tuition Fees and Deposits**

4.1 It is your responsibility to ensure that all deposits, course fees and other fees and charges payable to the School are paid when due. Where a third party (such as a sponsor or employer) is responsible for payment on your behalf you will need to make sure that they make payment or otherwise you will be liable for payment.

4.2 Fees must be paid in full one month prior to the course start date. You may not be allowed to register and attend until fees have been received. Second year students on an MA course may pay their fees termly in advance.

4.3 If you withdraw from your course or you suspend your studies (for example because of illness) you will be liable for your course fees up to the end of the term that you withdraw or suspend your studies.

4.4 Students with unapproved outstanding tuition fees will not be permitted to complete certification, nor will they be allowed to participate in the course graduation event.

- 4.5 In addition, non-payment of fees and/or charges could result in the School taking legal action against you to recover outstanding amounts.
- 4.6 Deposits are non-refundable except where you cancel your acceptance of a place within the stated cancellation period (see paragraphs 2.1 to 2.3).
- 4.7 It is important that you read the [Student Fee Policy](#) carefully as this sets out the School's and your respective rights and obligations, including the consequences if you fail to make payment.

## **5. How we can make changes to the Contract and how this may impact you**

- 5.1 Whilst the School will always try and minimise making changes to the Contract (including changes to courses) there may be times when changes are needed. This section describes the circumstances when we can make change, as well as providing you with further information about what we will do where we look to make such changes.

### **5.2 Changes to pre-contract information**

If any information that we may have given to you at the time you were researching the School and making an application for the course changes by the time we send out our offer to you, we will highlight details of those in the offer letter. Examples of changes that we may make at this stage could include the following:

- i. Changes made in response to feedback from students and/or external examiners
- ii. Unavoidable changes in our teaching staff;
- iii. Changes that are required by law and/or as a result of a regulatory requirement that the School, as a provider of educational services, is required to comply with;
- iv. Reasonable changes to the content and teaching provided, for example because of developments in industry practice or technology or the requirements of a placement provider;
- v. Changes that are required to comply with instructions of the School's validating body;
- vi. Changes required as a result of external funding arrangements;
- vii. Changing the place where you are taught if we cannot use buildings on our site due to circumstances beyond our control, for example fire or flood.

### **5.3 Changes after you have entered into the contract with us**

The School is always looking to improve and enhance students' experience with us, and we will engage in dialogue with our students throughout their studies, as well as with our teaching staff, to seek feedback about how we can improve our delivery to students. The circumstances in 5.4 below are not the only ones that may arise during your studies with us, but these will give you some context as when we may need to amend the Contract.

#### 5.4 We can make changes to the Contract:

- To reflect changes in the law and/or UKVI requirements;
- As required by government policy, regulatory requirements and/or guidance (including those of the Office for Students);
- To comply with our validating body's requirements;
- To deal with unavoidable changes in our academic staff;
- To address and/or take steps in response to a security threat or events which pose a threat to public or national health or safety;
- To incorporate sector good practice guidance;
- In light of student feedback and/or external examiners' feedback;
- to reflect changes made by a placement provider and/or withdrawal of a placement by a placement provider;
- where there is an insufficient number of students applying to the course making running it impractical to provide a suitable student experience and/or be financially viable
- To deal with situations involving damage to the School's key teaching buildings, or damage to or loss of specialist, technical equipment;
- For any other valid reason.

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

- To make additions and/or withdrawals of certain modules on your course;
- Reasonable changes to the timetable for delivery of your course;
- Reasonable changes to teaching activity relating to the course;
- Reasonable changes to the methods by which the Course is delivered and/or assessed;
- Reasonable variations to the content of the course;
- Changes to the location of your course teaching facilities, provided that they are of equivalent quality as those advertised by us;
- Procedural changes to our Student Handbook that help improve the same to your benefit

#### 5.6 We may withdraw courses before they have started but only in very limited circumstances including where there is an insufficient number of students applying to a course which would mean that running it would not provide a suitable student experience and/or be financially viable. In some circumstances, and in accordance with the published [Student Protection Plan](#) and [Student \(Tuition\) Fee Policy](#), you may be eligible to make a claim for any costs you have incurred.

#### 5.7 How we will tell you about changes to the Contract

We will notify you of any amendments through your Head of Department 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. Further details of the measures we will put in place to mitigate any risks to your continuation of study as a result of any changes to the Contract can be found in the Student Protection Plan.

## **6. Attendance and submission of work**

- 6.1 Regular and punctual attendance and submission of work is essential, both for effective learning and the proper functioning of courses and production projects. There may also be compulsory visits and trips that you need to do as part of your course.
- 6.2 In general, the School operates a five-day week from 09.30-17.30 but during production periods evening and weekend work may be required, and except for health or compassionate reasons, leave of absence cannot be granted.
- 6.3 Although breaks are scheduled at Christmas, Easter and in the summer, students (particularly in the second year of the MA course) may be expected to work in such breaks where the course demands it, in addition to the normal School sessions.
- 6.4 A student must obtain written prior approval from their Head of Department for absence from the School for whatever reason.
- 6.5 Students should contact their Head of Department, Course Leader or the Student Support and Wellbeing team immediately if for any reason they are unable to attend their courses. In the case of illness, a medical certificate is required after 7 working days of absence.
- 6.6 Repeated instances of unauthorised absence, lateness or failure to attend without good reason will be dealt with under the School's [Student Misconduct Policy](#), and may result in you being withdrawn from the School. Further details are set out in the [Student Attendance Policy](#).

## **7. Conduct**

- 7.1 Students are expected to treat all members of the School community with dignity and respect regardless of their race, colour, ethnic or national origin, gender, marital status, sexual orientation, age, disability, religious beliefs, economic status or class. Anti-social behaviour or any other form of misconduct, however minor, can negatively affect the School community and disrupt the positive learning and wider experience of others. Any instances of non-academic misconduct may result in disciplinary action being taken by the School under its [Student Misconduct Policy](#) which could lead to your place on your course being withdrawn.
- 7.2 There is a full range of film, television and games production equipment and facilities at the School that students can use, subject to training and availability. Use of School equipment without prior approval or failure to observe and adhere to the [NFTS Health and Safety Policy](#) may result in withdrawal from the course.
- 7.3 Where it is clear that students have not taken due care for School equipment and resources and this results in loss or damage, students may be held responsible for any uninsured losses including insurance excesses. In cases of workshops or productions where there may be joint responsibility for equipment and resources, the liability may be held collectively amongst the students concerned.

## **8. Immigration**

- 8.1 If you are student from outside the EEA, at the outset of the School's registration process you will need to provide the School with a copy of your passport and Biometric Residency Permit or other evidence of your permission to study at the School.
- 8.2 Once you are in the UK, you are responsible for ensuring that you comply with the terms of your visa whilst studying in the UK. If you wish to take on part time work, you must ensure that this

does not exceed the hours that are stipulated on your visa during term time. You are permitted to work full time only when considered not in term by the School.

8.3 If you choose to withdraw from your course, if your registration is terminated by the School or if you are permitted to suspend your studies for any reason this will affect the validity of your visa and your ability to enter and/or remain in the UK.

8.4 Further information in relation to immigration issues can be found below:

- <https://www.gov.uk/student-visa>
- <https://www.ukcisa.org.uk/Information--Advice/Visas-and-Immigration/Protecting-your-Student-status>

Or please contact [Registry@nfts.co.uk](mailto:Registry@nfts.co.uk)

## 9. Complaints

9.1 We have a student complaints procedure that is accessible to all students. Full details can be found in the [Complaints Procedure](#).

If, further to your complaint, we have provided you with a 'Completion of Procedures' letter and you are still unhappy with the outcome of your complaint, you may be able to refer it to the Office of the Independent Adjudicator (OIA). Full details of how the OIA works can be found here: <http://www.oiahe.org.uk/>

## 10. Termination

10.1 The relationship between you and us will end and these terms and conditions will cease to apply:

- If you withdraw from the School, or
- If you are required to withdraw with regards to your quality of work, attendance, conduct or attitude in accordance with our regulations, or in accordance with our misconduct or fitness to study procedures: and/or
- For non-payment of fees in accordance with the School's [Student Fee Policy](#).

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

- 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
- Where your behaviour represents a significant risk to the health, safety, or welfare of yourself or others; or
- If your continuing registration at the School puts us in breach of any of our legal obligations to comply with UK immigration or other legal requirements.

- 10.3 If you fail to meet the conditions of our offer or if you have not already registered at the time of termination, we shall be entitled to refuse to register you on your course. If at the time of termination, you have enrolled, we shall be entitled to require you to stop studying on your course and leave the School immediately.
- 10.4 On termination, you are required to return your student identification card, together with all property owned by us. You must pay all outstanding fees immediately.

## **11. Liability**

- 11.1 If we fail to comply with our obligations under this Contract, we 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.
- 11.2 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 School property
  - Damage to or theft of computer equipment (including infection with a computer virus)
  - The loss of theft of work submitted for assessment
  - Injury arising from voluntary activity
  - Personal injury or death except if caused by the negligence of School staff
  - Loss of opportunity and loss of income or profit, however arising
  - Any loss as a result of cyber fraud
- 11.3 We do not exclude or limit in any way our liability for:
- Death or personal injury caused by our negligence or the negligence of 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.
- 11.4 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.
- 11.5 The School will always endeavour to remain open and functioning as normal to the best of its ability. In certain unforeseen circumstances which are beyond our control, the School may be forced to close some, or part of, all of its buildings, and/or to interrupt or suspend the delivery of some or all of its services and courses, for example in response to health and safety concerns.

11.6 In circumstances where such a closure or disruption is due to events outside of the School's control including those referred to in paragraph 11.4 above, the School cannot be held legally responsible or contractually liable to its students for any resulting consequences.

11.7 Where at all possible, the School will take all reasonable steps to minimise disruption to its students and staff. However, given that the safety of the School's students and staff will always be its primary concern, this may not always be possible.

## **12. Insurance**

12.1 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.

## **13. Data Protection**

13.1 The School uses your personal data as set out in its [Data Protection Policy](#) and [Privacy Notice](#).

13.2 Students who have access to or otherwise process other people's data must ensure that they abide by the School's [Data Protection Policy](#) and the [IT Facilities - Agreement & Conditions of Use](#).

13.3 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](#).

## **14. Intellectual property**

14.1 The School has an [Intellectual Property Policy](#) dealing with intellectual property created whilst you are a student at the School. The School will own the copyright in any Production Works created by you as part of a course that you undertake and which utilises School resources, including staff, equipment, studio space and/or funding.

14.2 By accepting a place at the School, you are formally accepting the School's rights of ownership and rights to use and copy as set out in its [IP Policy](#).

## **15. Governing law and jurisdiction**

15.1 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.

## **16. Notices**

16.1 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](mailto:Registry@nfts.co.uk).