



## **National Youth Film Academy Terms and Conditions**

### **INTRODUCTION**

- a) We are National Youth Film Academy - (“NYFA” or “we” or “us”). We provide film education programmes and related products and services.
- b) You can contact us using the contact details provided on our website at [www.nyfa.org.uk](http://www.nyfa.org.uk)
- c) We reserve the right to modify these terms and conditions without notice. Our latest terms and conditions are on our website.
- d) 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.
- e) 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.
- f) These terms and conditions comprise part of the contract between you and The NYFA. The other parts of the contract are:
  - a) Your application form
  - b) In good faith, we rely on the information you provide us to determine the purchase value of our products and services. We reserve the right to request additional information from you or relevant third parties to prove any information that you provide is accurate.
  - c) The programme outline provided to you during your booking
  - d) The NYFA member handbook
- g) Together these form the entirety of the agreement between you and NYFA relating to your course and replaces any other undertakings or representations (the “Agreement”).
- h) You must be 18 years of age or older to purchase from NYFA. If you are under 18 your parents / guardians will have to pay your fees and enter this agreement on your behalf.

### **2. MEMBERSHIP**

#### **Membership enrollment & minimum term**

- a) The Minimum term for membership to the National Youth Film Academy is 12 months. You are agreeing to enter an agreement to pay an annual membership fee to the National Youth Film Academy.

- b) You must be a paying member of NYFA to take part in our career programmes, attend member only event and receive membership discounts
- c) It is your responsibility to take part in NYFA events, services and community. The Membership offering you are committing to is advertised on the website [www.nyfa.org.uk](http://www.nyfa.org.uk).
- d) An admin fee of £15 applies to all memberships. This fee is incorporated into your membership fee.

### **Auto Renewal**

- a) You agree that after 12 months your membership will auto renew (“Auto Renew”) unless cancelled as per the terms and conditions.
- b) Unless cancelled before the auto renewal, you will automatically be entered into another 12 month membership commitment with NYFA. Subject to our cancellation terms.

### **Cancellation Period**

- a) We offer a 14 free trial period for you to experience membership benefits with NYFA if you cancel within this period you have a legal right to cancel the Contract at any time within 14 days from the date the Contract is formed i.e. from your first payment. (“Cancellation Period”). You do not have to give a reason for cancellation.
- b) You must inform NYFA of your decision to cancel within the Cancellation Period by writing to us: NYFA, Suite 2, Beaufront Park, NE4 4TU or email [enquiries@nyfa.org.uk](mailto:enquiries@nyfa.org.uk) Telephone 020 8051 3200.
- c) If you call to inform the Office of your decision to cancel, you must also confirm in writing either by email or letter.
- d) If you cancel within the Cancellation Period we will reimburse you for all payments received from you. We will make the reimbursement without undue delay and not later than 30 days from the date of receipt in writing by NYFA of your decision to cancel this Agreement. We will make the reimbursement using the same means of payment as you used for the initial transaction, minus any fees incurred.
- e) This cancellation period also applies to the contract Auto Renewing
- f) 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.

### **Cancellation after the cancellation period**

- a) You may also decide to cancel your membership after 14 days of entering the contract. If you cancel:
  - i) Within 30 days of your membership contract

- 1) You will be entitled to a refund, less an admin fee of £15.00, any external costs incurred and 20% of the annual Membership fee.
- ii) Outside of 30 days from your membership contract
  - 1) If you cancel your membership outside of 30 days from the start of your membership or renewal you are liable to pay the full annual membership fee.
- b) You acknowledge that given the circumstances at the time of purchase this is fair and reasonable and reflects inter alia our need to properly plan to accommodate you in the membership and forecasting our membership offering. 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.
- c) 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.
- d) Where there are exceptional circumstances these will be dealt with entirely at The School's discretion on a case-by-case basis.

### **Deferral or Membership Pausing**

- a) We are unable to pause or defer any membership payments. If you are suffering financial difficulties we will work with you to arrange an affordable payment plan. You will not be able to extend your membership term.

### **3. CAREER PROGRAMMES AND COURSES**

- a) You acknowledge that our career programmes or courses ("programmes") are industry lead and not accredited or regulated by educational regulatory bodies. Participating in our programmes will not result in you receiving a recognised qualification at the end of your course with us.
- b) You understand that the primary purpose of NYFA programmes is career development and not to develop your technical skills.
- c) We do provide mentors in specific roles to help with career advice and Set Compantacy.
  - i) You understand that we have selected you (and other members) in a specific role based on an assessment of an application
  - ii) Members' technical ability will differ in each group.
  - iii) We place members in roles in good faith that they have the technical skills to perform the role they are given.
  - iv) NYFA is not responsible for any members' technical competency.
  - v) The quality of the Art that is produced on the programmes is the responsibility of the member(s).
  - vi) You must be a paying member of NYFA to take part in our programmes.
  - vii) Taking part in our programmes does not guarantee that you will be selected for RiseUp, Emerging, Agency or other showcase opportunities.

- d) We do not guarantee that you will find representation and or paid work opportunities once you have participated in our programmes.
- e) Our programmes give members the opportunity to create artistic material. NYFA will provide mentors to advise and guide our Members, we accept no responsibility or liability for the artistic quality of any of the content produced by our members.

### **Equipment & Limitations**

- a) You accept that NYFA has to put in rules to ensure that:
  - i) members have equal opportunity. And for;
  - ii) Member safety and welfare
  - iii) Distribution and screening purposes and;
  - iv) Insurance purposes
- b) On SetReady and RiseUp, you agree that:
  - i) You must not shoot outside a 3 mile radius from the programme venue.
  - ii) All equipment must be hired through our Partner ProCam Take2 (unless otherwise stated in writing by NYFA)
    - 1) You must use the equipment list provided to you at the start of the programme.
    - 2) Under no circumstances, you can bring your own equipment onto Set.
    - 3) NYFA will provide you with mentoring on how to use the equipment when filming.
    - 4) Unless dressed in character you must wear a black T-Shirt, or Top at all times on Set.

### **Food and Travel**

- a) Individuals are responsible for covering their own daily food and travel expenses for all programmes
  - i) SetReady and RiseUp
    - 1) On Set your group may allocate £150 of their budget to a craft table. Items must be made in one purchase and receipt allocated correctly and noted as Craft Food. Any food items purchased individually will not be reimbursed.
    - 2) In exceptional circumstances you may request travel to cover things like transport for your external actor. This must be signed off with NYFA staff before purchase.

- b) Individual travel costs to and from Set or programme locations is your responsibility.

## **Film Budgets & Fundraising**

- a) Budgets
  - i) As part of our programmes NYFA will provide you with an initial budget to cover equipment needed to enable you to learn how to make a film
  - ii) Film budgets shall be made accessible to the nominated producer in your group through a prepaid debit / credit card.
- b) Crowdfunding
  - i) As part of the programme you are given the opportunity to raise funds for your film through our partner CrowdFunder
  - ii) All monies raised will be subject to fees charged by crowdfunder terms of which can be found on [crowdfunder.co.uk/](http://crowdfunder.co.uk/)
  - iii) Monies shall be paid into a NYFA client members account for member film activity only
- c) Spending restrictions
  - i) You may not spend money on
    - 1) Food and Travel outside restrictions laid in these terms and conditions
    - 2) Drugs or alcohol
    - 3) Film Equipment other than hire costs through our supplier ProCam Take 2
    - 4) Freelancers or film professionals outside NYFA membership
    - 5) Freelancers or film professionals inside NYFA membership
- d) Member Expenses
  - i) You agree that NYFA will only reimburse one nominated member of your production group through one invoice.
  - ii) Expenses shall only be reimbursed if expenses are within your signed off budget
  - iii) You and / or your group shall only spend a maximum of £200 on personal expenses and that any monies over that amount will not be reimbursed.
- e) Spending time frame
  - i) You acknowledge that given the circumstances of running a programme in a limited time frame it's fair and reasonable and reflects inter alia our need to plan our other programmes outside of your own.
  - ii) You agree to spend your film budget before the 24 January of the following year after your film has been screened.
  - iii) You accept that all remaining budget for your film shall be retained in the NYFA member account and shall be reallocated to fund other NYFA member projects and or showcase or distribution opportunities where NYFA sees fit to promote our members.

## Intellectual property

- a) You will retain all intellectual property developed on the programme by you. We are granted a lifetime royalty free licence to use any materials which you produce on the programme solely for marketing, internal and educational use.
- b) 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.
- c) You must include the National Youth Film Academy Logo on all distribution of all material produced on the programme.
- d) National Youth Film Academy must be listed as the producer on all distribution of all material produced on the programme
- e) With written permission from NYFA only, You are guaranteed the right to include your own group's production name as an additional producer of material produced on the programme.

## Participant Rules

- a) You agree to 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.
- b) All participants 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.
- c) The NYFA operates a no tolerance policy to illegal drug use. If any member 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

## **Cancellation Period**

- a) You have a legal right to cancel the Contract at any time within 14 days from the date the Contract is formed i.e. from your first payment. ("Cancellation Period"). You do not have to give a reason for cancellation.
  - i) You must inform NYFA of your decision to cancel within the Cancellation Period by writing to us: NYFA, Suite 2, Beaufront Park, NE4 4TU or email [enquiries@nyfa.org.uk](mailto:enquiries@nyfa.org.uk) Telephone 020 8051 3200.
  - ii) If you call to inform the Office of your decision to cancel, you must also confirm in writing either by email or letter.

- iii) If you cancel within the Cancellation Period we will reimburse you for all payments received from you. We will make the reimbursement without undue delay and not later than 30 days from the date of receipt in writing by NYFA of your decision to cancel this Agreement. We will make the reimbursement using the same means of payment as you used for the initial transaction, minus any fees incurred.

### **Cancellation after the cancellation period**

- a) You may also decide to cancel your membership after 14 days of entering the contract. If you cancel:
  - i) Within 30 days of your contract
    - 1) You will be entitled to a refund, less an admin fee of £15.00, any external costs incurred and 20% of the programme fee.
  - ii) Outside of 30 days from your contract but within 61 days or more of the programme start date
    - 1) You will be entitled to a refund, less an admin fee of £15.00, any external costs incurred and 50% of the programme fee.
  - iii) Outside of 30 days from your contract but within 60 days or less of the programme start date
    - 1) If you cancel your place 60 days or less before the programme start date you are liable to pay the full fee.
- b) You acknowledge that given the circumstances at the time of purchase this is fair and reasonable and reflects inter alia our need to properly plan to accommodate you in the membership and forecasting our membership offering. 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.
- c) 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.
- d) Where there are exceptional circumstances these will be dealt with entirely at The NYFA's discretion on a case-by-case basis.

### **Deferral & Transfers**

- a) Courses and Masterclasses are non-transferable. Applicants cannot transfer their purchase to another date, series or year and are valid for specific dates, venues and the named activity only, unless covid clause applies

#### **4. COVID RELATED CONDITIONS**

- a) In the event of cancellation by NYFA pre the commencement of the programme or masterclass, and where no alternative provision is provided, a full refund of fees paid will be due.
- b) In the event of cancellation by NYFA pre the commencement of the programme or masterclass, where alternative provision is provided, a partial refund of fees paid may be due, dependent on the provision offered. NYFA reserves the right to determine the amount of the refund due.
- c) Prior to the commencement of the programme if a participant is forced to withdraw as a result of a positive PCR test or notification from NHS Test and Trace, a refund of fees, minus a 25% handling fee will be applicable, once supporting evidence has been received. For programmes only, a deferred place will be offered.
- d) Where a full cohort/ bubble is required to isolate due to a positive case and/or close contact, digital alternative learning will be provided, and no refunds will be due.
- e) For programmes only - If an individual participant is required to isolate due to a positive Lateral Flow, PCR test or notification from NHS Test and Trace, and is unable to participate in alternative provision during the course the following terms will apply:
  - i) Less than 50% of the programme has been completed – a pro-rata partial refund of programme fees minus a 25% handling fee only and the option to defer their place.
  - ii) 50% or more of the programme has been completed – Free Membership of NYFA will be offered and the opportunity to join online learning (where available). No refunds will be due.
- f) For Masterclasses and single events only - If an individual participant is required to isolate due to a positive Lateral Flow, PCR test or notification from NHS Test and Trace and is unable to participate in alternative provision the following terms will apply:
  - i) No refunds shall be due and the member will be credited the value of the event to spend on another event / programme or masterclass
- g) In the event of an individual participant having to self-isolate in the halls of residence, the participant will make every effort to legally and safely return to their home address. This responsibility falls to parents/ guardians for those under 18 or those where additional support is required.
- h) NYFA will not be responsible for any additional living costs in the event of a participant having to isolate in their residence. This includes food, personal expenses, accommodation, and any other unforeseen expense.
- i) NYFA cannot be responsible for any additional living or travel costs as a result of having to self-isolate.
- j) NYFA is not responsible for any financial losses incurred prior, during or after the programme, event or masterclass for any reason.

#### **5. CRIMINAL CONVICTIONS**

- a) When you apply to NYFA, you must disclose any unspent criminal convictions. NYFA will consider whether such convictions are compatible with membership of NYFA and, in particular, with a place on your programme.
- b) A DBS check may be required for placements or other activities you may undertake, such as volunteering, which involve working with children.
- c) Once enrolled, you must inform NYFA immediately of any criminal charges or convictions received.
- d) Failure to disclose any relevant criminal convictions could lead to termination of this Agreement with no refunds due.

## **6. INSURANCE**

- a) NYFA has appropriate public liability insurance. It will also provide insurance for off site visits you undertake under NYFA's supervision subject to risk assessment clearance.
- b) However, you should ensure that you insure your personal belongings which are brought onto the programme at your own risk.
- c) You may also be required to take out other types of insurance, for example, health insurance while on overseas visits and masterclasses.
- d) You are strongly encouraged to take out cancellation insurance.
  - i) Individual cancellation and/or interruption insurance will protect your accommodation, travel and programme fee should you be unable to attend the programme. Members travelling from abroad are also encouraged to also take out travel and medical insurance.
  - ii) Cancellation / Interruption insurance is normally a type of travel insurance you take out to cover the costs of your trip and lost programme fees should you have to cancel. If you inform your insurer about the programme you are booking at the time of your purchase of travel insurance then many policies will allow this cost to be covered within your travel insurance policy. Some policies will cost more as a result of this increased coverage, but this is the best way to ensure that should anything happen that means you can't attend, you are able to recover your programme fees and travel costs.

## **7. EQUAL OPPORTUNITIES**

- a) 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.

- b) 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.
- c) 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.
- d) 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.

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

- a) 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.
- b) 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.
- c) 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.

- d) 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

## 9. GENERAL

- a) 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.
- b) The Contract between you and NYFA 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.

## 10. PURCHASED PRODUCTS & ITEMS

### Returns policy on purchased products

- a) **Within 14 days** - You have a legal right to request a refund on any product purchased within 14 days from the date of purchase ("return period"). You do not have to give a reason for returning the item.
  - i) You can return an item for 'change of mind' reasons if it's still in its original packaging, in saleable condition i.e. the packaging must not be opened and or tampered with and if you have the receipt.
- b) **Within 30 days** - If the item is faulty you can return the item within 30 days and receive a full refund
- c) **After 30 days** - You are entitled to a repair or replacement if the product is faulty. You should call the office on 020 8051 3200 to discuss the problem.