

ACCREDITED COURSES

1. INTRODUCTION

- a. We are MetFilm School Limited (“MetFilm” or “The School” or “we” or “us”). We provide film education courses and related products and services. Our registered office is at Building A, Ealing Studios, Ealing, London, W5 5EP, United Kingdom. Our company number is 06723644.
- b. You can contact us using the contact details provided on our website at <https://www.metfilmschool.ac.uk/>
- c. We reserve the right to modify these terms and conditions without notice. Our latest terms and conditions are on our website.
- d. An Accredited Course, also known as regulated qualifications, are those that are reviewed, recognised and monitored by regulatory bodies in order to make sure that they meet specific criteria and quality standards. MetFilm School Undergraduate and Postgraduate courses are accredited by the University of West London.
- e. A contract between you and MetFilm School Ltd is formed when you complete the booking process and make your deposit payment. This confirms your acceptance of the offer of a place at MetFilm School and commences your contract with MetFilm School.
- f. These terms and conditions set out the basis of your contractual relationship with The School.
- g. These terms and conditions comprise part of the contract between you and The School about your course of study or research. The other parts of the contract you should ensure you have read prior to commencing your contract with MetFilm School Ltd are:
 - i. [MetFilm School’s Student Handbook](#), which will have been sent to you with your offer letter.
 - ii. MetFilm School’s Student Code of Conduct, which can be found within the MetFilm School Student Handbook.

iii. Your Offer Letter, whether the offer is made directly by The School or indirectly by UCAS or another authorised agency;

iv. Your Application Form

h. Together these form the entirety of the agreement between you and The School relating to your course and replaces any other undertakings or representations (the "Agreement"). The details of which will be confirmed to you via your Booking Confirmation.

2. THE SCHOOL'S OBLIGATIONS TO YOU

a. The School will provide you with the tuition and learning support associated with your course with reasonable care and skill in the way described in the relevant specification and publication for the appropriate academic year.

b. The School will use its reasonable efforts to provide you with appropriate access to academic and other resources in support of your studies including:

i. Suitable learning resources, including online learning resources;

ii. IT infrastructure;

iii. Pastoral support;

iv. Confidential disability advice and support

v. Careers, employability and placement advice and support

3. YOUR OBLIGATIONS TO THE SCHOOL

a. As a student member of The School community, you agree to behave respectfully to all other members of our community.

b. You must familiarise yourself with and adhere to all School regulations, policies and codes of practice that are published on The School's website and as revised from time to time.

- c. You should provide accurate information on application and enrolment (students discovered to have falsified or misrepresented information may be liable to expulsion from The School).
- d. You must comply with The School Student Handbook which contains your obligations as a student. The Student Handbook contains important information about the expectations that The School has of you as a student and the relevant procedures and processes to be followed.
- e. You are expected to take responsibility for your studies including attending all scheduled teaching, examinations and submission of assessments.
- f. You will take reasonable care of yours and others health and safety within The School community and will co-operate with The School in fulfilling its obligations regarding health and safety. You will not intentionally or recklessly misuse or interfere with equipment or facilities provided to you by The School.

4. FEES AND PAYMENT

- a. The School charges course fees for delivery of its courses ("Course Fee"). You will be informed of your Course Fee as part of your offer letter.
- b. For all our accredited programmes;
 - i. a 20% deposit of the first year's fees must be paid at the time of booking to secure your place,
 - ii. with 50% of the remaining first year fees balance due 1 month after booking
 - iii. and the final first year fees balance must be paid no later than 6 weeks prior to the start of the course.
 - iv. Payment is deemed to have happened when we have received cleared funds.
 - v. Students can request a payment plan to allow fees to be paid to a different timetable to the above. This agreement must be signed and returned to the finance team to confirm the plan.

c. The full balance of second and third years' fees 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 November prior to the start of the first module in the second year for a March course start.

d. You are required to pay Course Fees at the beginning of each academic year as part of the enrolment process. If you withdraw from the School after enrolling for that academic year you will need to formally notify the School of your withdrawal. You will be liable for fees for that academic year.

e. The School reserves the right to increase your Course Fees on re-enrolment in line with the Retail Price Index ("RPI") annual rate of inflation.

f. If you do not pay the Course Fees in accordance with these Terms & Conditions, The School reserves the right to not allow you to start your studies with The School, suspend you from your studies with The School, withhold your results and to not permit you to graduate.

g. The Course Fees do not include certain production costs, and other miscellaneous expenses which may be related or required as part of your course for example; (this is not an exhaustive list)

i. additional course materials,

ii. books,

iii. additional production kit beyond that supplied by MetFilm School

iv. actor hire, beyond that supplied by MetFilm School

v. travel costs,

vi. any fees payable for residential accommodation,

vii. travelling expenses, or

viii. field trip expenses.

- h. Where there are any Additional Costs or Fees for a course, you will be informed of these in your offer letter.
- i. If you are required to retake any modules then an additional fee of £1,000 per module will be charged.

5. CONDITIONS OF OFFER

- a. It is your responsibility to ensure that all the information you provide to the School and/or the UK Home Office and/or the UK Foreign Office is true and accurate.
- b. If it is discovered that your application contains incorrect or fraudulent information, there is a re-assessment of your fee status, or significant information has been omitted from your application form, the School may withdraw or amend your offer, or terminate your registration at the School, according to the circumstances.
- c. The offer the School makes to you will be conditional or unconditional. If your offer is conditional, the School will set out the conditions which you will need to fulfill in order to be admitted onto your chosen programme. In particular, your offer may be conditional upon you passing an English language test.
- d. If you have not fulfilled the conditions of your offer before the date notified to you in your Offer or any other date notified to you, the School reserves the right to withdraw your offer or defer your application to the next year of entry.
- e. You may be required, at the request of the School, to provide satisfactory evidence of your qualifications (including English language qualifications if required) before admission. Failure to provide such evidence to the School's satisfaction may result in the termination of your offer, the revocation of your registration as a student of the School and termination of the Contract.

6. BOOKING & ENROLMENT

- a. Booking is the process whereby you accept an offer to study on a course with MetFilm School Ltd. The booking process requires you to:

- i. Submit an application form
- ii. Submit any supporting materials such as academic transcripts, passport photo, portfolio etc.
- iii. Agree to our terms and conditions
- iv. Agree to abide by The School's regulations and policies;
- v. If necessary, attend an interview at The School, or via telephone.
- vi. Confirm acceptance of our offer
- vii. Pay a non-refundable deposit of 20% of the first-year Course Fees.

b. Enrolment is the process whereby you officially become a student of The School. The enrolment process requires you to:

- i. Ensure that The School has the correct personal details for you;
- ii. Provide proof of your qualifications and fee status;
- iii. Settle your outstanding Course Fees.

c. You must enroll with The School at the beginning of your studies. You must re-enroll at the beginning of each subsequent academic year of your course, in accordance with instructions issued by The School, in order to continue your course of study and maintain your student rights and privileges.

d. You will be entitled to re-enroll for subsequent academic years provided that:

- i. you have paid the Course Fees;
- ii. you have not been withdrawn from The School;

iii. you have met the relevant progression requirements for the previous years of your course.

7. CANCELLATION PERIOD

a. If you accept the School's offer by means of distance communication (i.e. there has been no face-to-face contact between the School and you at the time you accept the offer) 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 payment of the deposit. ("Cancellation Period"). You do not have to give a reason for cancellation.

b. You must inform The School of your decision to cancel within the Cancellation Period by writing to us: MetFilm School Admissions Office, MetFilm School, Ealing Studios, Ealing Green, W5 5EP or email The School's Admissions Office at info@MetFilmSchool.co.uk Telephone 020 8280 9119. A template cancellation form is provided in your offer letter, [and can be downloaded here](#):

c. If you call to inform the Admissions Office/International Office of your decision to cancel the offer of a place to study at The School, you must also confirm in writing either by email or letter.

d. If you have paid a deposit, 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 14 days from the date of receipt in writing by The School 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.

8. CANCELLATION BEFORE ENROLMENT

a. You may also cancel your place prior to enrolment. If you cancel:

i. At least 45 days before the first day of the course, but outside of the 'Cancellation Period'.

· You will be entitled to a refund of course fees paid to date, less any external costs incurred and the 20% deposit,

- Please note: You must notify us in writing at least 45 days before the first day of the course.

- ii. Within 44 days or less before the start of the course, but outside of the 'Cancellation Period'

- If you cancel your place 44 days or less before the start of the course then you are liable to pay the full first year's course fee.

- b. 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.

- c. Where there are exceptional circumstances these will be dealt with entirely at The School's discretion on a case-by-case basis.

- d. Deferral & Transfer:

- i. You may be able to change your booking from one course to another, or one date to another, at our complete discretion, and subject to an administrative fee of 20% of the academic year course fee.

- e. Conditions of offer not being met

- i. If you do not achieve the conditions of the offer made to you, you must notify the school within 14 working days of receiving your results that you have been unsuccessful in meeting the conditions of your offer. We will refund the full amount paid, including your deposit on presentation of the official documentation showing the results achieved.

- f. Unsuccessful Visa Application

- i. If you are an international student requiring a visa to study in the UK and your application, made in good faith and within the timelines and guidance we provide, 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 21 days prior to the course start date.

ii. Please note: In the event The School has to withdraw its sponsorship for your studies as a result of your non-compliance with your visa conditions and/or UKVI immigration rules, you will not be entitled to a refund of your Course Fees.

9. HOW WE COMMUNICATE WITH YOU

a. When you enroll, we will create a student email account for you. The School will use this account to communicate with you and it is important that you check your inbox regularly.

b. The School will communicate with you via a variety of channels including letter, mobile, phone, email, online applications, and online notices on the Student Portal. You should ensure that you keep your details up to date and that you check the Student Portal regularly.

10. CHANGES TO YOUR COURSE

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

b. Changes to pre-Contract information

i. 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, we will highlight details of those changes in the Offer.

ii. By accepting our Offer, you will be confirming that you are accepting our Offer on the basis of the changes documented in the Offer. Examples of changes that we may make at this stage could include the following:

- changes made in response to feedback from students and/or external examiners;
- unavoidable changes in our academic or student support staff;
- where we advised that the Course was subject to minimum enrolment numbers at the time we advertised the Course, if there are, by the cut-off date notified to you, insufficient student numbers to make the Course viable, we may need to combine, alter or discontinue a Course
- where we advised that the Course was subject to [approval/accreditation] at the time we advertised the Course, if [approval/accreditation] has not been obtained by the date of your offer, we may need to combine, alter or discontinue a Course
- 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;
- changes that are required by a statutory, regulatory and/or professional body and/or other regulator;
- reasonable changes to the content and teaching provided on the Course;

c. Changes after you have entered into the Contract with us

i. Where we need to make changes to the Contract and Services after our Contract has been formed, we will, in each case, assess the potential impact of such change on the Contract and our students and will follow the principles set out in this section. 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, and will actively seek feedback from these groups about how we can improve our service delivery to our students.

ii. The circumstances that we describe in section 10.d are not the only ones that may arise during your studies with us, but these will give you some context as to when we may need to amend the Contract (including the Services and

Course). Section 10.e provides you with illustrative examples of the type of changes that may arise as a result of the reasons set out in section 10.d

d. When we can make changes to the Contract

i. We can make changes to our Contract (including to the Services and/or Course and/or to our Student Handbook):

- to reflect changes in the law and/or professional, regulatory and/or statutory body and/or UKVI requirements;
- as required by government policy, regulatory requirements and/or guidance and/or a decision of a competent court or similar body;
- to comply with any requirement set by the Office for Students;
- to comply with accrediting body requirements;
- to deal with unavoidable changes in our academic and/or support staff;
- to address and/or to take steps in response to a security threat;
- to incorporate sector good practice guidance;
- in light of student feedback and/or external examiners' feedback;
- to reflect material developments in academic teaching, research and/or professional standards and/or requirements;
- minimum enrolment numbers / fall in future enrolment numbers;
- withdrawal of any relevant accreditation;
- to reflect changes made by a placement provider and/or withdrawal of a placement by a placement provider

- to reflect changes made by a collaborative partner and/or the requirements of a collaborative partner

- for any other valid reason.

e. What type of changes may be made?

i. The reasons in section 10.d above may result in a number of different changes being made by us in response. We have set out in this section some examples of these responses and, to help you understand what such changes may mean for you in practice, we have done this by referring to those examples using the headings “major changes” and “minor changes”. The provisions of section 10.f will apply depending on the type of change that is anticipated at the time. MetFilm School will determine if a change is minor or major.

ii. Minor Changes (non-exhaustive list of examples)

- reasonable changes to the timetable for delivery of your Course;

- reasonable changes to the number of classes/lectures and other 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 and syllabus of the Course;

- changes to the location of your Course teaching facilities, provided these are within the same campus and/or provided they are of equivalent quality as those advertised by us;

- additions and/or withdrawals of certain non-core modules on your Course;

- changes to reading lists to deal with changes in the relevant subject area relating to your Course to ensure the same remains as up to date as possible;

- procedural changes to our Student Handbook that help improve the same to your benefit;

iii. Major Changes (non-exhaustive list of examples)

- additions and/or withdrawals of certain core/compulsory modules on your Course;

- more significant changes to our Courses;

- changing our security procedures to such an extent as may materially impact on the way that you previously acted when on campus with us;

- significant changes to the location or specification of your Course teaching facilities, which could include moving the Course to a different campus or location that is not located near the original delivery campus.

- significant changes to our Student Handbook that help improve them but may not be to your benefit.

f. How we will tell you about changes to the Contract

i. For minor changes, we will notify you via our student portal of any amendments by providing you with as much notice as is in our view appropriate in the circumstances. Where possible, we will look to provide this notice to you in advance, but this may not always be possible.

ii. For major changes, we will notify you via our student portal and via email as soon as possible, and in any event, generally no later than 1 month before we are due to make the relevant change. If you do not agree with a major change we make to the Course, you will be entitled to terminate the Contract, in accordance with section 20 and you may be entitled to an appropriate refund of the Fees you have paid to us.

g. Withdrawal of Courses

i. Pre-commencement of Course.

- There may be times where we need to discontinue the Course or decide not to provide the Course or to merge or combine the Course with other Courses of study, if such action is reasonably considered to be necessary by the School.

- If the School decides to take such action prior to the Course commencing then it will use reasonable endeavours to notify you in advance and you shall be entitled to cancel this Contract by written notice to the School.

ii. Post-commencement of Course.

- There may also be times where we need to discontinue the Course or to merge or combine the Course with other courses after the Course has commenced, if such action is required as a result of one of the reasons set out in section 10.e.

iii. If section 10.g.i or 10.g.ii applies, we will take reasonable steps to seek to:

- offer you a place on an alternative course at the School (subject to place availability and you complying with the requirements of admission to and registration on that Course); or

- (at your request) assist you to join another course at another institution, and

- In these circumstances, you may be entitled to an appropriate refund of the Fees you have paid to us.

h. Changes to Fees

i. The School may increase Fees annually in line with the Consumer Prices Index (available at **Error! Hyperlink reference not valid.**) The Consumer Price Index is a measure of inflation published monthly by the Office for National Statistics. It measures the change in the cost of a representative sample of retail goods and services. The current Consumer Price Index rate is 2.3%. The example below shows how the Fees may be impacted by an increase based on the Consumer Price Index:

ii. For example: On our BA (Hons) Practical Filmmaking (3-Year) starting October 2019.

- Year 1 Fees – £17,000
- Year 2 Fees – £17,391
- Year 3 Fees – £17,791

iii. The School will notify you of the level of increase to your Fees in writing.

11. ADHERENCE TO IMMIGRATION RULES (FOR INTERNATIONAL STUDENTS ONLY)

a. The School is required by the UK Home Office to report to them any instance of non-attendance, period(s) of unauthorised absence, change of course, withdrawal/ discontinuation of study, early completion, and work placement details for Tier 4 students. You must keep The School informed of any changes as soon as possible.

b. If you provide false or misleading information/supporting documents in relation to your application and/or enrolment for a Tier 4 student visa or other visa The School will withdraw its sponsorship for your studies and will notify the UK Home Office.

c. If you are admitted under a UK Visa and Immigration (“UKVI”) Tier 4 visa, short term study visa or other temporary immigration status, it is your responsibility to ensure you comply with the conditions of your visa and UKVI immigration rules during the course of your studies at The School. If you are not compliant with the conditions of your visa and/or immigration rules, The School has the right to withdraw you from the course. Where you are sponsored under Tier 4, The School will withdraw its sponsorship for your studies at The School and notify the UK Home Office accordingly.

d. In the event The School has to withdraw its sponsorship for your studies as a result of your non- compliance with your visa conditions and/or UKVI immigration rules, you will not be entitled to a refund of your Course Fees.

e. If you are a non-UK/EU/EEA national but not sponsored under Tier 4 visa, you will need to provide evidence of your right to remain in the UK before you can be enrolled. You must inform The School of any changes to your

immigration status. If you are not able to provide evidence of your right to remain in the UK at any point, your enrolment will be terminated and you will not be entitled to a refund of your Course Fees.

12. ATTENDANCE AND ASSESSMENT

- a. In order to succeed on your course you will need to attend scheduled classes. The School will monitor student attendance at scheduled classes in order to identify, improve and support student experience, engagement and progression during the course of your studies.

- b. The attendance of students on a Tier 4 student visa will be monitored for the additional purpose of ensuring that the visa requirements are met. Any Tier 4 student who does not attend will have their sponsorship withdrawn and this will be reported to UK Home Office.

- c. You must submit assessments as required and as outlined in your module study guides. Students who fail their modules or who do not submit to assessment may not be able to progress as outlined in the student handbook.

13. CRIMINAL CONVICTIONS

- a. When you apply to The School, you must disclose any relevant unspent criminal convictions. The School will consider whether such convictions are compatible with membership of The School and, in particular, with a place on your course.

- 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 as a student, you must inform The School immediately of any criminal charges or convictions received.

- d. Failure to disclose any relevant criminal convictions could lead to termination of this Agreement by The School under section 19.

14. INSURANCE

- a. The School has appropriate public liability insurance. It will also provide insurance for offsite visits you undertake under the School's supervision subject to risk assessment clearance.

- b. However, you should ensure that you insure your personal belongings which are brought into the School at your own risk. You may also be required to take out other types of insurance, for example, health insurance while on overseas placement.

15. COLLECTION AND PROCESSING OF DATA

- a. By accepting an offer of a place at The School and entering into this Agreement you understand that The School and its partners or agents will process your personal data in order for The School to meet its obligations to deliver education services to you under this Agreement.

- b. The School needs to collect, hold and process your personal data for the purposes of administering and managing your course and all other services provided to you. Personal data includes your student records, application data, assessment marks, residence data, attendance data, accessing learning materials (including Moodle our virtual learning environment, and other systems) and financial data.

- c. The data will be processed in line with all applicable data protection legislation and The School's Data Protection Policy.

- d. At enrolment, you will be asked to consent to The School processing your sensitive personal data which comprises your ethnicity, sexual orientation and any relevant criminal convictions. Provision of this information is optional other than relevant criminal convictions which you must disclose.

- e. Disclosure to Statutory/Public Third parties: The School is required by law to disclose some of your personal data to certain statutory and public bodies.

The following are the statutory bodies The School may disclose student personal data to (please note that this is an indicative, not an exhaustive list)

- i. The Higher Education Statistics Agency (individualised statutory returns made by all Universities). Full HESA data collection notice available here: <http://www.hesa.ac.uk/fpn>
- ii. The National Students Survey, the Graduate Outcomes survey, and other processes intended to review and enhance the student experience
- iii. Student Loans Company (student loans)
- iv. UK Home Office
- v. UK Visa & Immigration
- vi. Upon graduation, you will be invited to join The School's alumni community. Your details will be passed to our Marketing team to enable them to contact you. You may withdraw from these communications at any time by contacting the Alumni team at info@MetFilmSchool.co.uk

16. INTELLECTUAL PROPERTY

- a. All intellectual property rights developed by students as part of their course normally belong to you the student, or in the case of group projects to the respective students involved in the project ("Student IP") subject to certain exceptions detailed in the student handbook. These include projects such as episodic productions and feature films in which a large group of students collaborate on a curriculum based project that is funded by the school.
- b. You agree to grant The School a continuing, royalty-free, irrevocable, transferrable and non-exclusive worldwide license to use your Student IP, including the right to sub-license, for the purposes of teaching, research, marketing, internal administration and other non-commercial use.
- c. The School may use Student IP for commercial purposes. In such circumstances, you will be entitled to a royalty.

d. Where the School makes use of Student IP, it will use its reasonable efforts to acknowledge the authorship and inventorship of any such Student IP.

17. FEEDBACK AND COMPLAINTS

a. We will regularly ask for your feedback on your course and our facilities and services through module evaluations, surveys and the Course Committee to help us improve our services to you.

b. Should you wish to make a complaint The School has in place policies which sets out how complaints may be made.

c. If you are an applicant to The School, you may raise a complaint or an appeal about the manner in which your application was handled in accordance with the Admissions Policy, which can be found on our website.

d. If you are an enrolled student of The School and you have an issue with your course or a particular service, you should raise this in accordance with the Student Complaints Policy, which can be found in your student handbook, or on our website, which comprise three stages to the complaint process,

i. Informal Resolution,

ii. Formal Complaints Procedure

iii. Review by our validating partner, UWL.

e. If the complaint remains unresolved after exhausting The School's internal complaints procedures, you can then apply for an external review of the complaint to the Office of the Independent Adjudicator for Higher Education ("OIA").

18. LIMITS ON THE SCHOOL'S LIABILITY TO YOU

a. What we are responsible to you for:

i. 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.

b. What we are not responsible to you for.

i. 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 MetFilm's property;
- damage to or theft of Computer equipment (including infection with a computer virus);
- the loss or non-return of work submitted for assessment;
- injury arising from voluntary sporting activity;
- personal injury or death except if caused by the negligence of MetFilm staff;
- loss of opportunity and loss of income or profit, however arising; or
- any loss as a result of cyber fraud
- any consequential loss for accommodation costs committed to or domestic and international travel costs to the campus

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

i. death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;

ii. fraud or fraudulent misrepresentation; or

iii. any other matter which we are not permitted to exclude or limit our liability by law.

iv. Events outside our control

- strikes and industrial action
- staff illness
- significant changes to Higher Education funding
- severe weather
- natural disaster
- epidemic or pandemic
- fire, flood, war, civil disorder or unrest, riot, terrorist attack or the threat of it;
- and restrictions imposed by the government or public authorities

d. In such circumstances, The School reserves the right to cancel, delay or change part or all of your course.

19. HOW WE CAN END THE AGREEMENT WITH YOU

a. The School may withdraw your offer or terminate this Agreement in writing with immediate effect (subject to your rights of internal appeal) if:

- i. you or your sponsor fail to pay the Course Fees;
- ii. you failed to meet the conditions of the offer made to you;

- iii. you provided false, incomplete, inaccurate or misleading information in your application to The School or at any other time;
 - iv. you fail to meet The School's progression or award requirements;
 - v. you fail to meet your obligations under Tier 4 student visa or you no longer have permission to study in the United Kingdom;
 - vi. you materially breach these Terms and Conditions.
 - vii. it transpires that any conditions are not met (whether by registration or at any time thereafter);
 - viii. you fail to comply with relevant student obligations (e.g. re. attendance, engagement, academic progression);
 - ix. you have provided false, incomplete, inaccurate or misleading information;
 - x. you are found guilty of certain types of criminal activity during the contract;
 - xi. you commit a material breach of regulations, policies or procedures, such as disciplinary, academic misconduct, fitness to practice;
 - xii. force majeure events occur
 - xiii. if your continued attendance gives rise to serious concerns regarding the health and/or safety of you, MetFilm staff and/or other students or serious student mental health concerns; and/or
 - xiv. the course is suspended or withdrawn
- b. You have a right to submit an internal appeal of The School's decision to terminate the Agreement under the Student Complaints Procedure
- c. Consequences of termination. If at any time this Agreement terminates:

- i. The School shall be entitled to refuse to enroll you on your course (if, at the date of termination, you have not already enrolled)
- ii. The School shall be entitled to require you to stop studying on your course and to leave The School immediately (if, at the date of termination, you have enrolled)
- iii. you are required to return to The School office your School Student Identification Card issued to you on enrolment, together with all property owned by The School; and
- iv. You must pay all outstanding fees immediately, which will be calculated based on our Refunds & Compensation Policy which is available on our website.

20. HOW YOU CAN END THE AGREEMENT WITH US

- a. You may withdraw from your course and terminate this Agreement at any time.
 - b. To withdraw from the course you must;
 - i. give notice, in writing to The School.
 - ii. contact your course leader and school office to initiate the process for withdrawal.
 - iii. complete a Student Withdrawal Form and we request that you also provide a reason for withdrawal, although this is not required.
 - iv. You must pay all outstanding fees immediately, which will be calculated based on our Refunds & Compensation Policy which is available on our website.
- c. Notice to withdraw will take effect on receipt of the completed Student Withdrawal Form by The School office.

21. DISABILITY SUPPORT & EQUAL OPPORTUNITIES

a. If you have additional support needs, we encourage you to contact the Admissions team at MetFilm School, and declare this in your medical declaration to us. Any information you provide will be treated as strictly confidential.

b. You are encouraged to contact the Admissions team as soon as possible as any delays in disclosing your disability may result in a delay in providing any appropriate support.

c. If additional support needs develop during your time of study with us, then we encourage you to contact the welfare support team who will be able to advise you on the appropriate support we can offer.

d. We wish to support the development of creative and imaginative students for employment in industry, none of which is affected by physical or mental disability. Therefore, we support the development of individuals who may be physically or mentally 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.

e. The School 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.

f. 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.

22. NOTICES

- a. Any notice given under this Agreement will be in writing.
- b. The School will send any notice to you either by email to your School email address or if prior to registration to such other email address which you have provided us. We may also send any notice to either your term-time address/home address. You must keep your details up to date via the Student Services and Administration team, by emailing admin@metfilm.co.uk

23. GENERAL

- a. Each of the clauses of these terms and conditions operate separately. If any provision of these terms and conditions is or becomes illegal, invalid, void or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions.
- b. These terms and conditions are personal to you and you may not transfer them or your rights under them to anyone else.
- c. Only you and The School are parties to this Agreement. No other person shall have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of this Agreement.
- d. Failure or delay by you or The School to enforce any breach by the other of the terms and conditions will not constitute a waiver of any provision and will not prevent you or The School from taking steps to enforce that or any other provision.
- e. 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.