

The logo for Central Film School, featuring the text "Central Film School" in a bold, sans-serif font, with a blue curved shape to the right.

**Central  
Film  
School**

**Central Film School London**

**Student Contract Terms & Conditions**

**2019/2020**

## **Student Contract**

### **1. INTRODUCTION**

1.1 The terms and conditions set out in this document, as well as: (i) the procedures, policies and regulations included in the 'pre-contract information' sent with your offer letter and referred to within these terms and conditions (as amended from time to time); (ii) your offer letter from the Central Film School London (also known as the School) ("**Offer**"); and (iii) the online prospectus as at the date of the Offer, form the contract between you and the School in relation to your studies at the School (the "**Contract**") as at the point at which you accept your Offer.

1.2 This Contract applies to all applicants to the School accepting offers from 1 June 2017.

1.3 You reaffirm your acceptance of these terms and conditions (and the terms of the Contract) annually when you enrol on your programme. This Contract therefore applies to all students of the School enrolling or re-enrolling on a programme from 1 August 2016.

1.4 By accepting an Offer and subsequently enrolling with the School, you agree to comply with, and be bound by, this Contract including the following regulations, policies and procedures (as amended from time to time and as applicable to you) should you become an enrolled student:

1.4.1 The School's Admissions Policy and procedures

1.4.2 The School's academic regulations, including those of the validating body

1.4.3 The School's other policies and procedures

1.5 Some programmes may require you to agree to the terms and conditions of professional bodies or third party providers. Details of these requirements are set out in the programme information section of the prospectus. By agreeing to these terms and conditions, you also agree to abide by any relevant professional bodies' terms and conditions.

1.6 If you do not enrol within 14 days of the start of the term that your programme begins the School reserves the right to refuse to enrol you and may withdraw you from your programme (without liability). Students who are not enrolled are not entitled to attend classes or participate in assessments for any modules.

1.7 If you do not act in accordance with the Contract, or if you do not meet our expectation that you will 'maintain a standard of conduct which is not harmful to the work, good order or good name of the School', we may take disciplinary action against you, under the Student Disciplinary Procedures. One of the possible outcomes of such an action is that your Contract with us may be terminated and you may be removed from your programme.

1.8 If any term, condition or provision contained in the Contract is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall, to that extent, be severed from the Contract between yourself and the School without affecting the remaining terms and conditions which shall continue to be valid to the fullest extent permitted by law.

1.9 In the event of any conflict between a provision in these terms and conditions and the documents forming part of the Contract (including any professional bodies' terms and conditions if applicable), these terms and conditions shall take precedence.

### **2. APPLICATIONS**

2.1 It is your responsibility to ensure that all of the information you provide to the School and/or the Home Office is true and accurate.

2.2 If it is discovered that your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form, the School may withdraw or amend your Offer, or terminate your enrolment at the School, according to the circumstances, without liability to you.

2.3 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.

2.4 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.

2.5 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 reasonable satisfaction may result in the termination of your Offer, the revocation of your registration as a student of the School and the termination of the Contract. You will not be entitled to a refund of any paid deposit in accordance with the School's Tuition Fee Policy.

### **3. IMMIGRATION and PREVENT**

3.1 If you are resident outside the European Union, or anywhere outside the United Kingdom (UK) following the UK's withdrawal from the European Union, or you will need to demonstrate, prior to enrolment on your programme, that you have a valid immigration status to undertake your proposed programme of study. If you fail to demonstrate that you have a valid immigration status the School reserves the right to withdraw you from your programme (without liability to you).

3.2 You must take responsibility for ensuring that you comply with the terms of your student visa whilst studying at the School.

3.3 The School is required to withdraw sponsorship of your visa allowing you to study if you do not comply with Home Office rules, including but not limited to:

3.3.1 your overall attendance is not deemed to be acceptable;

3.3.2 your enrolment has been terminated, or you withdraw or commence a break in study;

3.3.3 you successfully complete your programme of study in a shorter period than originally planned.

3.4 If you choose to withdraw from your studies or if the School terminates your enrolment, this could affect the validity of your visa and your ability to enter and/or remain in the United Kingdom.

3.5 If your visa is revoked for any reason, the School will terminate your enrolment on your programme and terminate the Contract with you. In this case, you will not be entitled to a refund of any deposit or programme fees already paid in accordance with the School's Tuition Fee Policy.

3.6 On occasion, the School will need to contact the Home Office to clarify details on outstanding visa applications and previous immigration history. By accepting these terms and conditions of study, you consent to the School contacting the Home Office on your behalf and the Home Office releasing such information to the School.

3.7 If you have any concerns regarding radicalisation or extremism you should immediately contact the School Prevent lead, the Head of Quality and Student Experience.

### **4. CONDITIONS OF ADMISSION**

4.1 Your admission to the School, attendance on a programme, and right to enjoy any of the privileges of membership of the School, including access to services and facilities, is subject to you complying with the terms of the Contract and enrolling with the School. Ongoing terms of registration with the School are outlined in the CFS Enrolment & Registration Policy.

4.2 In accepting an offer of a place to study and subsequently enrolling on your programme, you agree to use all efforts to fulfill all the academic requirements of your programme in accordance with the terms of the Contract, including attendance at lectures, seminars and any other such teaching sessions provided by the School, the timely completion of assessment as directed by your course team and, where required, attendance at formal examinations.

4.3 If you do not act in accordance with this Contract, or any of the documents referred to in it, the School may take disciplinary action against you under the School's Disciplinary Procedures and/or may withdraw you from your programme.

4.4 By accepting an Offer you are confirming that you have no unspent criminal convictions (excluding motoring offences) that you have not previously declared through the application process. If this is not the case you must notify the School via [hello@centralfilmschool.com](mailto:hello@centralfilmschool.com) prior to enrolment so that the School can consider whether such convictions are compatible with membership of the School and, in particular, with a place on your programme. For some programmes disclosure of spent convictions may also be required, as specified by Admissions.

4.5 By accepting an Offer, you agree to be bound by the policies and procedures set out in the Enrolment and Registration Policy, and the Procedures for Assessment, Reassessment & Progression (BA Students only). These policies and procedures set out specific steps you must take to ensure your continuous enrolment with the School and are included in the 'Pre-Contract Information' sent to you with your offer.

## **5. FEES AND PAYMENT**

5.1 For payment terms and conditions, please refer to the information included with your offer letter. Please note that from 2019-20, student from UK/EU – i.e. those classified as 'Home students' – have the option to pay tuition fees on a termly basis. This option is only available if a Direct Debit is set up for said payments. International students must pay first year fees in advance of a CAS being issued. Second year fees for International students must be paid in advance of the start of the second year. Students commencing their programme from 2020 will be required to pay a Registration fee to secure their place on a course.

5.2 Reassessment - if you achieve a grade between 1 and 39 (out of 100) overall in a module, you must be reassessed on elements as arranged by the School. Reassessment costs £75 per module to cover UoG fees and administrative costs.

5.2.1 Retakes – occur if you achieve a result of 0 in a module and are required to retake the entire module the next time the module is scheduled to run. This may result in you not being able to graduate with your cohort. Retakes cost £1000 per module.

5.3 By accepting an Offer and subsequently enrolling on your programme, you are confirming that you accept your responsibility to ensure your programme fees are paid in accordance with the published Tuition Fee Policy. You also agree to be bound by the School's regulations on the payment of fees, refunds in the event of withdrawal from your studies and the consequences of non-payment, as amended from time to time. These are set out in the Tuition Fee Policy.

5.4 In the event that your programme fees have not been paid in full by their due date, the School shall be entitled, but not bound to, refuse to permit you to continue on your programme of study and terminate the Contract (without incurring any liability to you).

5.5 In addition to your programme fees, you may incur additional expenditure such as (but not limited to) book purchase, online content providers (such as Netflix), specialist materials (such as scriptwriting software), additional production costs (excluding the budget provided by The School for certain productions), reassessment fees, library fees (including lost item costs), printing fees, and fines charged to the student in accordance with the Student Disciplinary Procedures. Although some assistance from School funds may be available to meet such expenditure, you shall have primary responsibility for payment.

5.5.1 the School may request a refundable deposit for booking some resources and equipment for personal use or for productions that are not part of the School syllabus. This deposit will be kept by the School in instances of loss or damage due to negligence on your behalf.

5.5.2 if you chose to undertake personal projects that are not part of the School's syllabus, which are produced in collaboration with students from other film schools, friends, industry professionals or personal/professional clients, you will be liable for the production insurance costs involved.

5.5.3 the School is not liable for any loss incurred during the pre-production, production and post-production of any personal project outside of the School's syllabus. Should you use The School's equipment and/or resources (including on site facilities) and not make arrangements for insurance, you are liable for any costs incurred due to damage or negligent use of The School's equipment, facilities or resources.

5.5.4 if you are not properly insured for any personal projects outside of the School's syllabus, or have purposely misled the School in any aspect of your personal project, you may be subject to The School's Student Disciplinary Procedures and/or loss of any deposit you have paid.

5.5.5 Students are expected to book resources, props and equipment in accordance with the School's Props and Equipment Booking Protocol

5.6 The School does not normally make any arrangements for student living accommodation. The provision of an extra facility or service including living accommodation may be subject to an additional charge (i.e. separate from programme fees). Where this is the case, we will make this clear in advance and payment for such service shall be made in accordance with any additional contract made between you and the School. Students have the option of booking accommodation through LondonNest.

5.7 The School may pursue legal proceedings against you if you are in debt to the School. In addition, if you are in debt to the School (whether for tuition or other fees) you will be recorded as a debtor of the School in any references requested from the School.

5.8 If you have any concerns regarding payment of fees or require further information about programme fees (including the refund of programme fees), please contact [accounts@centralfilmschool.com](mailto:accounts@centralfilmschool.com)

5.9 Non-tuition fee related debt, such as your liability for damage to School property through negligence, will not impact your academic progression through the programme, but may lead to removal of other services, such as equipment use for personal projects, or use of School facilities for such projects.

## **6.DELIVERY OF ADVERTISED PROGRAMMES AND SERVICES**

6.1 The School will use reasonable endeavours to deliver programmes in accordance with the descriptions set out in the Contract. However:

6.1.1 due to the period between prospectus publication and your enrolment on a programme, circumstances may change due to factors beyond the School's reasonable control and therefore it may sometimes be necessary to vary the terms or content of the programme or services described in the prospectus. The School will use all reasonable endeavours to ensure that changes are kept to a minimum, but if we are required to make any significant changes to the terms of the Contract or your programme (as described in your Offer and/or prospectus) before you enroll at the School, the School shall bring these to your attention as soon as possible and if you reasonably believe that the proposed change will prejudicially affect you, you may either cancel the Contract and withdraw from the programme without any liability to the School for programme fees (even if the 14-day cancellation period has expired) or transfer to such other programme (if any) as may be offered by the School for which you are qualified;

6.1.2 if there are not sufficient enrolments to make a programme or module viable, the School may be forced to cancel the programme or module. If you have received an Offer for a programme which the School discontinues prior to you registering at the School, the School will notify you as soon as possible and will use reasonable endeavours to provide a suitable replacement programme for which you are qualified. If you are unhappy with the replacement programme provided by the School or if the School is unable to provide a suitable replacement programme, you may cancel the Contract and withdraw from the programme without any liability for programme fees (even if the cancellation period referenced in Section 8 has expired);

6.1.3 following suitable consultation with students, the School reserves the right to vary elements of your programme from those described in the Contract in order to improve the quality of educational services, to meet the latest requirements of a commissioning or accrediting body, in response to student feedback, and/or due to a lack of student demand for certain modules. If we are proposing to make a significant change to your programme (such as (without limitation) the removal of a number of modules which changes the nature of the programme), we will notify you as soon as possible and in the case of the removal of a module, we will provide you with a suitable replacement module.

6.2 If you choose to cancel the Contract (and withdraw from your programme) in accordance with this Clause 6, the School will use reasonable endeavours to assist you in finding an alternative comparable programme with another higher education provider in the United Kingdom.

## **7. LIABILITY**

7.1 Whilst the School takes all reasonable care to ensure the safety and security of its students whilst on the School's campus, the School does not accept responsibility, and expressly excludes liability for damage to students' property or intellectual property, other than through the negligence of the School, its staff or agents. You are advised to insure your property against theft and other risks.

7.1.2 The School shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, or by any person who is not an employee or authorised representative of the School.

7.2 Except as set out in these terms and conditions, the School shall not be responsible for losses that result from its failure to comply with these terms and conditions including, but not limited to, losses that fall into the following categories:

7.2.1 indirect or consequential losses;

7.2.2 loss of income or revenue;

7.2.3 loss of business;

7.2.4 loss of anticipated savings; or

7.2.5 loss or corruption of data.

7.3 If an act, event or omission beyond the reasonable control of the School (for example a flood, fire, act of God, industrial action or a health pandemic) render it impossible for the School to provide relevant education services, then the School is under no obligation to provide such services,. However, reasonable steps will be taken to minimise the disruption to those services.

## **8. CONTRACT CANCELLATIONS AND REFUNDS**

8.1 The Contract between you and the School will commence from the date on which you accept your Offer, whether the application was made directly to the School or through UCAS services. Accepting an offer may be through a choice on UCAS services, via email to the admissions team or through the School's online application system. You have the right to cancel this contract within 14 days without giving any reason, although in order to assist the School with future planning we may ask why you chose to end the contract.

8.2 The cancellation period and your right to cancel the Contract without liability will expire after 14 days from the day that you accepted your Offer.

8.3 To exercise your right to cancel, you may inform Admissions, Central Film School London, 3<sup>rd</sup> Floor Universal House, 88-94 Wentworth Street, London, E1 7SA, of your decision to cancel the Contract by a clear statement (e.g. a letter sent by post or e-mail), including your name, address and the programme for which you accepted an offer.

8.4 Subject to Clause 8.5, if you cancel your Contract in accordance with this Clause 8, the School will reimburse to you all payments received from you. The School will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract. Reimbursement will be made using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

8.5 If you began your programme during the cancellation period and you cancel during the cancellation period, you shall pay us an amount which is in proportion to the services which have been performed as at the point you communicated your cancellation to the School, in comparison with the programme fees due over the course of the contract.

8.6 You are also entitled to cancel your contract and withdraw from your programme following the expiry of the cancellation period (including after enrolment). To withdraw from your programme following expiry of the cancellation period (including after enrolment) you must follow the published [Withdrawal Procedures](#).

8.7 If you cancel your contract following expiry of the 14-day cancellation period, but before you commence study, you must inform us in writing. Upon receipt of confirmation we will refund to the payer all tuition fees already paid to us by you or on your behalf for that Programme, except for a sum of up to £500, which we may retain to cover administrative costs.

8.8 If you submit a withdrawal form in line with the guidance outlined in the CFS Enrolment & Registration Policy, or are deemed to have withdrawn without notice, after you have completed enrolment, you will remain liable for tuition fees up to the end of the academic year within which your withdrawal date falls; and to the end of the next academic term where your withdrawal date is a calendar month or less before the start of the next academic year (as we would not be able to re-fill your place on the course). We will refund to the payer any tuition costs already paid to us by you or on your behalf for that Programme that fall after the end of this period.

8.9 Should you successfully apply to defer a place or interrupt study, you will remain liable for tuition fees up to the end of the academic year within which the agreed date of interruption or the date on which deferral was agreed; and to the end of the next academic term where your withdrawal date is a calendar month or less before the start of the next academic year (as we would not be able to re-fill your place on the course). We will refund to the payer any tuition costs already paid to us by you or on your behalf for that Programme that fall after the end of the academic year for the relevant period. When you recommence your studies, you will be liable to pay a full year's tuition fee from the start of the academic year during which you recommence your studies.

8.10 If you are studying a short course, which you complete during the 14-day cancellation period, you will not be entitled to a refund of any fees if you cancel the Contract. You will be asked to waive your right to the 14-day cancellation period upon accepting your place on your course.

## **9. INTELLECTUAL PROPERTY**

9.1 All course material, products and services including those developed directly on the course by us remain the property of Central Film School.

9.2 You will retain all intellectual property developed on the course by you. We are hereby granted by you a lifetime royalty-free licence to use solely for our marketing, internal and educational use any materials which you produce on the course.

9.3 You are free to exploit materials produced by you as you see fit and we would be happy to discuss how we can assist you in doing so.

9.4 The School may take photographs or videos of you for later publicity purposes. Where practical to do so The School will endeavour to alert you when it wishes to do this, giving you an opportunity to request that you not be included.

## **10.TERMINATION OF CONTRACT**

10.1 Your rights and obligations under the Contract will end automatically, subject to your rights of internal appeal and your obligation to pay fees, if your application to /studies with the School are terminated because:

10.1.1 a request from the School for additional information in support of an application/enrolment, which remains unanswered within the period stipulated by the School;

10.1.2 you have failed to enrol with the School and/or pay outstanding fees in accordance with the School's Tuition Fee Policy;

10.1.3 the School has reason to believe that you are not fully engaged with your studies, or that you may have left the programme without following published Withdrawal Procedures

10.1.4 action has been taken against you in accordance with the School's Student Disciplinary Procedures

10.1.5 action has been taken against you following the decision of an Exam Board.

10.2 In addition, the School may end the Contract by written notice to you in the following circumstances:

10.2.1 if, between accepting an offer and starting your programme, there is a change in your circumstances which, in the reasonable opinion of the School, makes it inappropriate for you to study on your programme;

10.2.2 if the School becomes aware of information about you which it did not know before (for example, unspent criminal convictions) which, in the reasonable opinion of the School, makes it inappropriate for you to study on your programme; or

10.2.3 if, in the reasonable opinion of the School, you have failed to provide the School with all relevant information, or have supplied false or misleading information, relating to your application for your programme.

## **11. REQUIREMENTS ON TERMINATION OF THIS CONTRACT**

11.1 If at any time the Contract terminates:

11.1.1 you shall not be entitled to enrol on your programme (if, at the date of termination, you have not already enrolled); and

11.1.2 you shall be required to stop studying on your programme and to leave the School immediately (if, at the date of termination, you have enrolled);

11.1.3 you must return your Student Identification Card issued to you on enrolment, together with all property owned by the School; and

11.1.4 you must pay all outstanding fees, charges and debts immediately.

11.2 Any action taken by the School under the above provisions will not restrict its ability to take any other action against you which it may be entitled to take. The School will not be liable for any loss or damage which you may suffer as a result.

## **12. DATA PROTECTION**

12.1 The School holds information about all applicants to the School and all students at the School. The School uses the information provided by applicants and/or students (including information from application forms):

12.1.1 to administer applications and to compile statistics that may be published or passed to government bodies or official agencies such as the Higher Education Statistics Agency (HESA). If your application is successful the School will also use the information to administer your studies, to provide you with School facilities and services, to monitor your performance and attendance, to provide you with support, to conduct research and surveys, and to identify ways to enhance learning, teaching, assessment and the broader student experience;

12.1.2 for credit scoring, credit assessment, debt tracing or fraud and money-laundering prevention. Accordingly, the School may disclose this information or data about you to credit reference agencies or other credit assessment, debt tracing or fraud prevention organisations;

12.1.3 if the School is under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation, and to protect the School's rights, property, or the safety of our employees, students, or others;

12.1.4 for legal, personnel, administrative and management purposes and including the processing of any **sensitive personal data** (as defined in the General Data Protection Regulation 2018) relating to you, which may include, as appropriate: information about your physical or mental health or condition in order to monitor leave from study or extenuating circumstances and take decisions as to your fitness for study or for other uses as may be required by law;

12.1.5 to send communications to you, including without limitation, information relating to funding or sponsorship opportunities and information relating to School services and products;

12.1.6 to deliver your programme and provide educational services to you; and  
12.1.7 to process any payments made by you to the School.

12.2 The School will only process your personal data in accordance with the specific purposes notified to you above and in accordance with the School Data Protection Policy and otherwise as permitted by the General Data Protection Regulation 2018.

12.3 By submitting your application form and/or accepting your Offer, you consent to the use of your personal data in accordance with this Clause 12. You should refer to the School's Data Protection Policy for more information.

### **13. SERVING NOTICE, COMMUNICATING AND KEEPING IN CONTACT**

13.1 The School normally sends communications via email to the student's School email account. Hardcopy correspondence will be sent to the student's 'home' or main residence address as recorded on the School's student database.

13.2 It is your responsibility to ensure that all personal and contact details are accurately recorded and updated and that your School e-mail account is regularly monitored.

13.3 Letters shall be deemed to have been properly served 48 hours after posting if sent by first class post. Good service may also be given by email to your School email address in which case service shall be deemed effective 48 hours after sending.

13.4 The School will not over-turn decisions because of a claim of missed communications where it can be shown that the School undertook all reasonable efforts to contact students through the School email account and/or through communications sent to the home or main residence.

### **14. APPEALS AND COMPLAINTS**

14.1 The School makes a distinction between academic appeals (against assessment decisions) and complaints (about other services). The School has an academic appeals policy and procedure. Students wanting to make a complaint about a non-assessment issue should refer to our Student Complaints and Admissions Representations documents and follow the procedures described. These procedures have been produced to help the School resolve any complaints you may have as promptly, fairly and amicably as possible.

14.2 If, having followed the Student Complaints procedure to completion, you remain dissatisfied, you have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education.

### **15. GENERAL**

15.1 The terms of the Contract shall only be enforceable by you and the School.

15.2 The Contract constitutes the entire agreement between you and the School in relation to its subject matter.

15.3 No failure or delay by the School or you to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the exercise of that or any other right or remedy.

15.4 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the Contract.

15.5 The courts in England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in relation to the Contract and that in any such proceedings these terms and conditions and the Contract into which they are incorporated will be governed by and interpreted in accordance with the laws of England and Wales.

15.6 If you have any questions or concerns about these terms and conditions or the Contract, please contact Principal, Central Film School London Ltd., 3<sup>rd</sup> Floor Universal House, 88-94 Wentworth Street, London, E1 7SA



## YOUR AGREEMENT

By signing below, you agree to be bound by the Terms and Conditions as outlined in this document, and all of the policies and procedures that apply to you during your studies at Central Film School.

**Date:**

**Your Name:**

**Your Signature:**

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