

LFS Student Contract

1. Introduction

This document together with any offer letter forms the formal contract between the London Film School (“LFS”, “we”, “our”, “us”) and its students (“you”, “your”).

2. Scope

This document applies to the MA Filmmaking and MA Screenwriting programmes which are taught and administered by us and validated by the University of Warwick (“the University”).

3. Your Contract with LFS

- 3.1. Before entering into a contract with us, please ensure that all the details in the offer letter are correct. If you have any queries about your offer, please contact LFS Admissions by phone or email (admissions@lfs.org.uk).
- 3.2. To accept your offer, you will need to complete, sign and return the offer letter and pay the deposit as per the LFS Admissions and LFS Tuition Fees Policies.
- 3.3. We will send you an acceptance confirmation after all requirements of acceptance as per your offer letter have been met.
- 3.4. Your contract with us takes effect on the day we send you your acceptance confirmation.
- 3.5. When you enter into a contract with us, you agree to abide by the terms of this document, our code of conduct, student charter, regulations, policies, and procedures (including the Student Handbook), and any additional agreement that is required as part of your programme of study. You should read this and all other relevant documents carefully before accepting your offer. These can be found on our website and unless otherwise specified, the latest versions of these documents will apply.

4. Termination of Contract

- 4.1. We reserve the right to terminate the contract with you if you are found to be in breach of any of the provisions of this document.
- 4.2. This will lead to the end of your registration with both us and the university and the loss of your place on the course.
- 4.3. Further, we also reserve the right to terminate the contract with you if you are found to be in breach of any of our or the university’s code of conduct, student charter, regulations, policies or procedures, or to have made fraudulent, misleading or false claims during the process of admission, enrolment or any other time during the contract.
- 4.4. The following may also lead to the termination of the contract:
 - a) Failure to enrol when requested to do so;
 - b) Failure to disclose relevant and unspent criminal convictions that are deemed to make your undertaking of the programme of study incompatible with the academic and/or professional requirements of the programme and/or the requirements of your registration and/or attendance generally and/or are incompatible with us meeting our legal responsibilities (including to other students and/or staff);

- c) Failure to comply with the terms of a visa and/or the regulations of the UKVI;
- d) Failure to pay applicable fees and/or charges.

5. Your Contract with the University

- 5.1. Once you have enrolled and started your course at LFS, we will provide the university with your details.
- 5.2. The university will contact you directly and ask you to complete their own online enrolment which includes an agreement to abide by their regulations and policies.

6. Changes to Your Programme

- 6.1. As outlined in our Admissions Policy, we regularly review and update our courses to ensure that they remain up-to-date and relevant and continue to meet the changing needs of the industry so that our students are prepared for successful careers.
- 6.2. Changes may also occur to reflect student feedback, matters of academic judgement or expertise, or changes to teaching practices or facilities.
- 6.3. Changes to any of our courses will be communicated to all affected applicants, in writing, at the earliest opportunity.
- 6.4. If we decide to make any material changes to your programme of study, we will consult you in advance and seek your consent except where the change is required for regulatory or legal reasons or for reasons beyond our control in which case we will still notify you as soon as possible to minimise the impact on you.

7. Your Programme of Study

- 7.1. We will provide you with educational services, including teaching, learning, and assessments, and related activities which we consider appropriate or relevant to your programme of study.
- 7.2. Details about your programme of study, including course and module information, can be found in the Student Handbook which is available on our website.
- 7.3. Details about the location of your studies are also available on our website. From time to time, we may also utilise third party facilities for teaching and/or the completion of practical exercises.
- 7.4. Your timetable will be published on the first day of your course and on the first of the term in subsequent terms.
- 7.5. Both programmes are considered to be full-time and should be treated as such. You are expected to attend any scheduled teaching events (lectures, practical classes, workshops, seminars, etc.), meetings with staff and others involved in the delivery or administration of the programme and conduct self-study as and when required or instructed.
- 7.6. If you do not meet the minimum attendance requirement, you may not be able to progress or attain a qualification.
- 7.7. You are also expected to complete or submit your coursework by the stipulated deadlines and to the expected standard.

- 7.8. You are expected to pay your fees in a timely manner as per the offer letter and in line with the LFS Tuition Fees Policy. As outlined in the policy, we reserve the right to terminate your place on the course for non-payment of tuition fees.
- 7.9. We will ensure that the university is informed about your attendance on the course. We also provide the university with regular updates about your progress on the course and provided you meet all the academic requirements and have paid your fees, we will recommend you for the award of a qualification in line with the criteria outlined in the Student Handbook.
- 7.10. If you do not make satisfactory progress or your record of engagement is considered to be unsatisfactory, we will invite you to a meeting to discuss the matter. If you do not attend the meeting (or any subsequent meeting arranged to deal with this issue) without good reason, we may withdraw you from your course and inform the university accordingly. If you meet the criteria for an exit qualification, we will make such a recommendation to the university.

8. Intellectual Property

- 8.1. As part of any course you undertake at LFS, any materials created or contributed by you in any form (including written or artistic works; film, video or sound recordings; musical compositions; set designs; and other audio or audio-visual works), will be regarded as “Courseworks”. These Courseworks are likely to be protected by intellectual property rights, such as copyright and design rights. The arrangements for intellectual property in the Courseworks are outlined below:
 - 8.1.1. Scripts and Work and Research Journals: you will own and retain any intellectual property rights (such as copyright) in any screenplays/scripts that form part of any Courseworks (“Scripts”) unless you agree otherwise with LFS but shall grant LFS a non-exclusive licence in perpetuity in any such Scripts in order to be able to fully evaluate and exploit the Other Courseworks as described below.
 - 8.1.2. Photographs you will own and retain any intellectual property rights (such as copyright) that form part of any Courseworks (“photographs”) unless you agree otherwise with LFS but shall grant LFS a non-exclusive licence in perpetuity in any such photographs in order to be able to fully evaluate and exploit the Other Courseworks as described below and as LFS sees fit.
 - 8.1.3. Other Courseworks: In consideration of LFS offering you a place on a course and you accepting a place on that course, you hereby assign to LFS with full title guarantee all such right and title in the intellectual property rights in such Courseworks (other than the Scripts) (“Other Courseworks”) in perpetuity (the “Assigned Rights”). This means that LFS shall be the sole owner of the Assigned Rights in the Courseworks, with the right to make use of the Other Courseworks and the Assigned Rights as it sees fit.
 - 8.1.4. LFS recognises that you may wish to use the Other Courseworks (including your graduation film) for non-commercial purposes (i.e. in order to demonstrate your skills and experience) and hereby grants you a licence to use the Other Courseworks for such non-commercial purposes, subject to our prior written consent for each such use. The following credit line must appear in your Other Courseworks as outlined in the school’s published guidelines regarding credit:
Produced with the support of London Film School
 - 8.1.5. MA Filmmaking: details of recoupment, if any, will be set out in a separate agreement.
 - 8.1.6. You represent, warrant and undertake to us that if you use in the Courseworks any materials that are owned by a third party: (i) you have obtained all necessary permission for your use of these materials from the relevant third party (ii) our assignment of the Courseworks does not

and shall not infringe the copyright or any other rights of any third party, or otherwise be defamatory, or breach any duty of confidence (if your original work is claimed by a third party as their original work). You indemnify us against all claims, costs, actions etc and/or liabilities whatsoever incurred by and/or awarded against us in consequence of a breach of these warranties.

9. Other Responsibilities

- 9.1. It is your responsibility to ensure that you have sufficient funds to pay for all your tuition fees and living and other expenses.
- 9.2. You agree to become a member of the Company, accept the objects and regulations laid down in the Memorandum and Articles of Association, and accept liability for the guarantee, if called upon, to a maximum of 50p.
- 9.3. Your personal belongings are not covered by our insurance policy and it is your responsibility to ensure that you have adequate insurance cover for your personal belongings.
- 9.4. We do not provide students with medical insurance and it is your responsibility to make appropriate arrangements.

10. Your Right to Cancel

- 10.1. As outlined in section 3.4, your contract with us takes effect on the day we send you your acceptance confirmation.
- 10.2. For the avoidance of doubt, the contract is formed on the date of the acceptance confirmation being sent to you by us.
- 10.3. You have the right to cancel this contract within 14 calendar days of receiving this acceptance confirmation without giving any reason. The cancellation period will expire after 14 calendar days from the day of the conclusion of this contract (i.e. the date on which you received the acceptance confirmation).
- 10.4. To exercise the right to cancel, you must inform us of your decision to cancel this contract in writing by sending an email to admissions@lfs.org.uk. The date of the email will be taken as the date of cancellation.
- 10.5. If you cancel this contract within the 14-day cancellation period, we will refund to you all payments received from you (excluding any payments made for services that you have already been provided, for example the application fee or the issuing of a Confirmation of Acceptance for Studies to obtain a student visa).
- 10.6. If you receive any educational services from us during this 14-day period, we will also deduct an amount that is in proportion to the services you have received until you notified us of your cancellation.

11. Immigration Requirements

- 11.1. We have measures in place to ensure we comply with student visa requirements set by the Home Office.
- 11.2. If you require a student visa to study in the UK, we will provide you information about the requirements and ask to verify some or all of the details ourselves before issuing a Confirmation

of Acceptance for Studies (CAS) required to apply for a student visa. It is your responsibility to familiarise yourself with our guidance as well as any guidance provided by the Home Office.

- 11.3. It is also your responsibility to ensure you satisfy the applicable visa requirements and submit a complete and accurate visa application in a timely manner.
- 11.4. Once at LFS, you are responsible to ensure you comply with the terms of your visa. This includes, but is not limited to, working while on a student visa which is not permitted for anyone studying with a private provider (such as LFS).
- 11.5. To ensure we meet our legal obligations, we will ask you to provide us with a copy of your passport and Biometric Residence Permit.
- 11.6. We are also required to keep a record of your contact details and it is your responsibility to ensure we have your latest and up-to-date contact details at all times.
- 11.7. To ensure you meet the attendance requirement, we monitor attendance of all scheduled teaching events (see section 7.5). If you miss 10 expected contacts (e.g. attendance at a scheduled teaching event or submission of an item of coursework), we are legally obliged to report you to the Home Office.
- 11.8. If you leave your course or complete your study early, we will inform the Home Office and provide them with an updated end date. In such cases, the Home Office may decide to curtail your leave and you will be required to leave the UK (unless you have made other arrangements for 'leave to remain').

12. Data Protection

Data protection and privacy at LFS is governed by various privacy policies which can be found on the LFS website.

13. Notices

- 13.1. Nothing in this document will seek to exclude or limit one party's liability to the other for:
 - a) death or personal injury resulting from its negligence or the negligence of a person for whom the party is liable; or
 - b) for its fraud or fraudulent misrepresentation by a person for whom it is vicariously liable; or
 - c) for any other matter which it is not permissible by law to exclude or limit.
- 13.2. We will not be liable to you in any manner whatsoever for any failure or delay, or for the consequences of any failure or delay, in performance of any contract with you if it is due to any event beyond our reasonable control including, but not limited to:
 - a) strikes, lockouts or other industrial action or disputes (whether involving our workforce or any other party);
 - b) acts of God;
 - c) pandemic, quarantine or widespread illness (whether affecting our staff and/or student body or otherwise);
 - d) governmental requisitioning, emergency planning or provision;
 - e) war, protests, fire, flood, storm, tempest, explosion;

- f) an actual, suspected or threatened act of terrorism;
- g) riot;
- h) civil commotion;
- i) national emergencies;
- j) breakdown of plant or machinery;
- k) default of suppliers or sub-contractors.

13.3. Each of the provisions in this document is separate and can be enforced independently of the others. If any provision of this document is found to be held invalid, illegal or unenforceable for any reason, such provision will be severed, and the remainder of the provisions will continue in full force and effect.

13.4. The contract between you and us and any non-contractual obligations arising out of or in connection with it will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction to determine any dispute between you and LFS. 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.

14. Version Control: Policy

Version Number	Changes	Author, Title	Date
1.1	Additional paragraph 8.1.5 relating to use of materials from third parties. Approved by Chair of Academic Board.	Academic Registrar	04/11/2020
1.2	Additional paragraph 8.1.2 relating to intellectual property of photographs	Academic Registrar	15/04/2021