

THE  
**REEL SCENE**

**STATEMENT OF BUSINESS TERMS AND CONDITIONS  
2017/18**

1. This document sets out the terms and conditions between the Reelscene Ltd of 8 Berwick Street, Soho, London W1F 0PH and students on our courses.
2. It contains important information and you should read these terms and conditions carefully before accepting your offer to ensure that you understand the contents as these terms and conditions will become binding on you and us when a contract is formed between us in accordance with condition 2.
3. In this document the term 'course' is used to refer to the full programme of training, study and assessment which you will undertake.

**1 Introduction**

- 1.1 Please read the Student Code of Conduct and the other documents referred to in condition 2 below, which contain these rules and forms part of the terms and conditions of your contract with the Reelscene.

**2 Our contract with you**

- 2.1 These terms and conditions govern the relationship between you and the ReelScene and it is important that you read them carefully prior to accepting your offer to ensure that you understand their contents.
- 2.2 These terms and conditions will become binding on you and us when we confirm your place on a Reelscene course in writing, and any conditions set out in your offer have been met to our satisfaction, at which point a legal contract is formed between you and the Reelscene on the basis of the terms and conditions set out in your offer letter, the terms and conditions set out in this document and the terms and conditions set out in:
  - 2.2.1. Regulations and policies as provided in The ReelScene's Code of Conduct Policy, Admissions Policy, All other rules, regulations and policies which Reel Scene makes for its students from time to time or updates.
- 2.3 Please make sure that you familiarise yourself carefully with the content of these documents and their relevant requirements. Queries regarding any of these documents should be referred to the us at [info@reelscene.co.uk](mailto:info@reelscene.co.uk)
- 2.4 In the event of a conflict between these terms and conditions and any other regulations, policies or procedures set out herein and above which apply to your studies, these terms and conditions shall take precedence.

STATEMENT OF BUSINESS TERMS AND CONDITIONS  
2017/18

- 2.5 The contract may be ended by the Reelscene and your enrolment terminated if the relevant conditions are not met or our terms not complied with, as set out in the documents specified herein and above, above. For example, failure to comply with our Student Code of Conduct could result in the Reelscene taking action against you under its disciplinary procedures, which could result in termination by the Reelscene of your enrolment on your course and of the contract.
- 2.6 The Reelscene **IS NOT** a sponsor for the purposes of sponsoring students who wish to study here from outside the EEA and therefore if relevant to your situation you will have to arrange permission to enter the United Kingdom as an international students with an authorised UK immigration law specialist.

**3 Enrolment and re-enrolment**

- 3.1 Your place on our course will be conditional on you complying with enrolment conditions including any conditions relating to your fees, and enrolling at the start of your course
- 3.2 You must enrol in the way we inform you at the start of your course, as set out in your introductory information and induction pack email. If you cannot or do not enrol as directed you must provide us with an acceptable reason for your non-enrolment in order to be permitted to enrol by an alternative method, otherwise you will not be entitled to enrol for that course (or any future year of study) and your relationship with the Reelscene and this contract shall be terminated.
- 3.3 The Reelscene does not normally permit students to defer the offer of a place for enrolment in a later year of study. Failure to enrol at the start of your course in accordance with these terms of business will result your relationship with the Reelscene and this contract being terminated and you will need to reapply from the start to be considered for a place to study on our course in a future year.
- 3.4 Provided you are eligible to re-enrol (which means you have met the assessment and progression requirements, do not owe the Reelscene fees and have not been suspended from the course for any reason including under our Disciplinary Policy and Fitness to Train Policy), you must re-enrol for each subsequent course using the approved procedure. If you cannot or do not re-enrol using the approved procedure you must provide us with a reason for your non-enrolment which is acceptable to us in order to be permitted to enrol on another occasion, otherwise you will not be entitled to enrol for that year of study (or any future year of study) and your relationship with The ReelScene and this contract shall be terminated.

**4 Your Obligations**

- 4.1 In enrolling with The ReelScene as a student, you become part of our community. From the point your offer is confirmed you are required to abide by the regulations, rules, policies and procedures set out at condition 2 above, copies of which can be obtained from the [info@reelscene.co.uk](mailto:info@reelscene.co.uk) You are required at all times to behave courteously and respectfully towards other students and members of teaching and non-teaching staff, including visiting professionals, in accordance with our Student Code of Conduct.
- 4.2 Your obligations to The ReelScene are to:

STATEMENT OF BUSINESS TERMS AND CONDITIONS  
2017/18

4.2.1. Pay your course fees and other required fees when due as set out in The ReelScene 's Fees Policy and in the offer letter. If you cease to be a student of The ReelScene because for example you withdraw from your course or we terminate your enrolment, including for non-payment of fees, you may still be liable for any outstanding fees. (See condition 8 below).

4.2.2. Be responsible for your own learning, making use of the appropriate equipment and facilities and complying with the rules and regulations established by The ReelScene for the use of resources and facilities as set out in The ReelScene 's Student Code of Conduct and the Student Handbook.

4.2.3. Participate actively in your training, including meeting The ReelScene 's rules around attendance, which do not generally allow for absence other than in exceptional circumstances, and do nothing that will hinder or interfere with the training of other students.

4.2.4. Meet assessment deadlines, including attendance requirements for continuous and practical assessment.

4.2.5. Familiarise yourself with and comply with The ReelScene Student Code of Conduct and all other rules and regulations, policies and procedures listed as condition 2.2 above which govern the operation of your course and your relationship with The ReelScene .

## **5 Our obligations to you**

5.1 The ReelScene 's obligations to you are to:

5.1.1. Provide you with the tuition, pastoral and learning support associated with your course with reasonable care and skill;

5.1.2. Subject to conditions 16 and 17, deliver your course as described in the prospectus and summary course document for the duration of the course; and

5.1.3. Ensure that you are assessed without fear or favour in terms of fairness and professionalism.

## **6 Termination of contract and enrolment**

6.1 You may withdraw from The ReelScene and terminate this contract and your enrolment as a student at any time by giving written notice to The ReelScene by sending an email to the address [info@reelscene.co.uk](mailto:info@reelscene.co.uk) Any such withdrawal will take effect when the named contact receives the communication from you.

6.1.1 The ReelScene may terminate this contract and your registration if, in accordance with these terms and conditions and The ReelScene 's appropriate regulation, policy or procedure:

6.1.2. you do not pay your course fees when due;

STATEMENT OF BUSINESS TERMS AND CONDITIONS  
2017/18

6.1.3. you fail to disclose relevant information to The ReelScene (including in respect of criminal convictions) or have produced false, incorrect or misleading information, whether in the course of your application or whilst on your course;

6.1.4. you materially breach any of the terms and conditions of the contract: for example, failure to abide by health and safety requirements, serious cases of non-approved absence, or serious breach of Student Code of Conduct.

6.2 If the contract and your enrolment have been terminated, your entitlement to a refund of course fees and/or other fees will be in accordance with The ReelScene's Fees Policy.

6.3 On termination of the contract and your enrolment, you must return any property owned by The ReelScene .

### **7 Break in studies**

7.1 The ReelScene may, on occasion and in line with its Fitness to Train policy require you to suspend your studies if it determines that you are not able for any reason to participate in the course.

7.2 During the intermission of your studies, The ReelScene may make adjustments to your course, in line with the terms outlined in conditions 16 and 17. You will be consulted as soon as The ReelScene is aware that changes may affect your course.

7.3 If your enrolment is interrupted or terminated for whatever reason, this may affect any concession awarded to you.

### **8 Fees and Costs**

8.1 This section sets out key conditions relating to fees. You should consult The ReelScene's Fees Policy for full information on fees and debts.

8.2 It is important that you read the Fees Policy carefully as this sets out The ReelScene's and your respective rights and obligations including but not limited to circumstances in which sums paid to The ReelScene will be refunded. It also sets out the potential consequences if you fail to make payment, which includes The ReelScene's ability to terminate your registration and this contract, and/or to withhold awards. In addition, non-payment of fees and/or charges could result in The ReelScene taking legal action against you to recover outstanding amounts.

8.3 We may require you to pay a deposit to confirm the offer of a place on a course. Course fee deposits are not normally refundable.

8.4 Course fees for each course become payable on enrolment. Course fees include: tuition, course materials, learning resources and assessment costs, and are set out in The ReelScene's Fees Policy.

8.5 Course fees do not include some personal materials, such as practice and work clothes, kit, and some tools as well as books or scripts. These are listed in the course documents and you will be supplied with a list before taking up your place.

STATEMENT OF BUSINESS TERMS AND CONDITIONS  
2017/18

- 8.6 The course fees confirmed in your offer letter may be increased in further years of study.
- 8.7 It is your responsibility to ensure that all deposits, tuition and other fees and charges payable to The ReelScene are paid when due. Your offer letter will state the amount of tuition fees that you will be required to pay. Where it is agreed that fees may be paid in instalments, these must be received on time. Late or non-payment may result in your removal from any instalment plan. Unless you have the prior written agreement of The ReelScene to a different schedule of instalments, course fees must be paid in accordance with the schedule of instalments relating to your specific course, as outlined in the Fees Policy.
- 8.8 If you are paying your course fees with a government-sponsored loan, you must provide proof to The ReelScene before enrolment that you have the necessary finance in place. If you are not able to provide proof, The ReelScene may require that you pay the first instalment of your fees yourself.
- 8.9 Please note that if someone other than you makes any payment, or agrees to make any payment, on your behalf, you remain liable for full payment until The ReelScene has received cleared funds.
- 8.10 If you do not pay course fees in accordance with these terms, The ReelScene reserves the right to withdraw your place on the course, and/or suspend or withdraw you from the course until any fee debt is paid or cancelled by The ReelScene in accordance with its Fees Policy. If you cease to be a student of The ReelScene because for example you withdraw or The ReelScene terminates your registration, you may still be liable for any course fees and/or other charges which are outstanding, in accordance with the Fees Policy.

**9 Risk of Injury**

9.1 The ReelScene aims to provide a well maintained environment that all users and staff members find safe and enjoyable and in which you can seek to achieve your learning goals effectively. In providing this environment, The ReelScene understands and complies with its legal obligations to act reasonably to safeguard the health and safety of its students.

9.2 Pursuant to these terms and conditions, all students are required to familiarise themselves fully with and to adhere to the Student Code of Conduct and the Health and Safety Policy. You are required to take care for your own safety and for the safety of those around you, and to ensure that equipment that you own is suitable for the proposed use and regularly checked and maintained.

9.3 You should be aware, however, that The ReelScene courses and assessments are physically demanding. In addition, the skills we teach include, by their very nature, involve elements of risk including injury. Whilst we take reasonably practicable measures to reduce or eliminate these risks, it is not possible to eliminate them all. Health care can be obtained free of charge from the NHS but waiting times for treatment are unpredictable and may result in disruption to and interruption of your

STATEMENT OF BUSINESS TERMS AND CONDITIONS  
2017/18

studies. Long periods of absence may result in you being unable to complete the course.

**10 Personal equipment and other property**

10.1 The ReelScene can accept no responsibility for loss or damage to your equipment or other property which is incurred at The ReelScene or otherwise in the course of your studies.

**11 Intellectual property**

11.1 Intellectual Property Rights shall mean all patents, rights to inventions, copyright and related rights, moral rights, trade marks, rights in designs, rights in computer software, database rights and other intellectual property rights.

11.2 Unless agreed otherwise, you shall own any intellectual property you generate and provide to The ReelScene during your course.

**12 Criminal convictions**

12.1 As part of your application process The ReelScene requires information concerning relevant unspent criminal convictions to be disclosed, so that it may assess, whether it is appropriate to permit an individual to join The ReelScene community. The ReelScene will consider whether any unspent criminal convictions or related information are compatible with you taking up your place or continuing on your course. You are required to make a similar disclosure each year you re-enrol.

**13 Data Protection**

13.1 The ReelScene (“Controller”) collect, hold and otherwise process “personal data” (which may include “sensitive personal data”, each as defined by the Data Protection Act 1998) about applicants and students of The ReelScene which is provided to them by you (or which is otherwise received from third parties) for their own, separate purpose(s), in accordance with each Controller’s Data Protection Statement.

13.2 This personal information is generally processed by the Controller for the following general purposes: to administer admissions, courses of study and pastoral care; to monitor student performance; to send communications to students; to compile statistics for internal monitoring and enhancement purposes or for publication; and to make required returns to external bodies,

13.3 Please note that by providing your personal information to the Controller, you are providing your consent to the processing of that personal information by that Controller in accordance with the relevant Data Protection Statement and any other information and/or consent form(s) provided to you from time to time.

13.4 We are committed to making sure that we protect the personal and confidential information we hold. We will ensure that the personal data we collect is dealt with legally, securely, efficiently and effectively, so we can provide the best possible service to you.

13.5 We need to collect and use certain types of personal data about you to provide you with this service and comply with our legal obligations. The Personal data you supply to us whether on paper, a computer or any other media, has to meet the appropriate legal safeguards as set out in the Data Protection Act 1998. This Act requires that we put safeguards in place to ensure that personal data is dealt with lawfully, whichever way we collect, record and use it.

13.6 So we can meet the requirements of both the Data Protection Act and any other legal conditions about how we perform our official functions, we will: (a) observe the need to act fairly when we collect personal data by saying why and how we will use it when we collect it; and (b) meet the obligation to say what purpose the personal data is used for take steps to make sure we keep personal data accurately apply appropriate checks to work out how long we can hold personal data and to dispose of it securely afterwards take appropriate technical and organisational security measures to protect personal data only collect and process what personal data we need ensure personal data is not shared with third parties or transferred abroad without proper protection

#### **14 Safeguarding and Communication with Parents**

14.1 The ReelScene is developing policies on safeguarding children and vulnerable adults, and on communication with parents for students who are under 18 years of age or in a vulnerable position. Further information about the policies will be provided once these have been approved through The ReelScene 's governance arrangements.

#### **15 Choice within your course**

15.1 Subject to condition 18 (events outside our control) and our rights to make changes to courses and/or to these terms and conditions under conditions 16 and 17, The ReelScene will deliver courses as set out in the prospectus and course summary. Whilst the majority of The ReelScene 's curriculum on all programmes is mandatory, there may be scope for some student selection, While staff will always attempt to accommodate student preference, it might not always be possible for students to receive their top choices. Where this is the case, The ReelScene will not be in breach of the contract.

#### **16 Course changes, discontinuance, suspension and non-provision**

16.1 If it reasonably considers it to be necessary, The ReelScene may make reasonable changes to the content, syllabus, mode of delivery and/or timetable of courses set out in the prospectus and course summary document which:

16.1.1. are not material to the overall learning outcomes of the course (for example, moving the timing of a particular module or project within the year, or a change in the staff delivering the module or project);

16.1.2. will benefit your or other students' training (for example, enabling you or other students to benefit from additional classes with visiting professionals);

16.1.3. are caused by matters outside our control (as set out in condition 18); and/or

STATEMENT OF BUSINESS TERMS AND CONDITIONS  
2017/18

16.1.4. are in order to comply with changes in the law

16.1.5 The ReelScene may discontinue, suspend and/or not provide courses if there are insufficient numbers of student enrolments to make a course viable and/or for any reason outside The ReelScene 's control (as set out in Condition 18).

16.2 Where changes are to be made to courses in accordance with condition 18 which are not significant, we will, following suitable consultation with affected students, take all reasonable steps to notify you at the earliest opportunity and to minimise any disruption to your studies (if you are affected by the change).

16.3 In the unlikely event that The ReelScene changes a course significantly:

16.3.1. we will, following suitable consultation with affected students, take all reasonable steps to notify you at the earliest opportunity and minimise any disruption to your studies (if you are affected by the change);

16.3.2. you will be entitled to withdraw from the course by informing The ReelScene of this intention;

16.3.3. If you withdraw from the course, The ReelScene may (if reasonable to do so), refund course fees and/or deposits paid (albeit please note that, if reasonable, refunds may be calculated on a pro rata basis); and

16.3.4. where reasonably practicable, The ReelScene will offer you a place on a course which The ReelScene deems a suitable alternative.

16.4 In the unlikely event that The ReelScene discontinues, suspends and/or does not provide a course:

16.4.1. The ReelScene will, following suitable consultation with affected students, take all reasonable steps to notify you at the earliest opportunity and to minimise any disruption to your studies (if you are affected by the change);

16.4.2. The ReelScene will refund course fees and/or deposits paid (albeit please note that, if reasonable, refunds may be calculated on a pro rata basis); and

16.4.3. Where reasonably practicable, The ReelScene will offer you a place on a course which The ReelScene deems a suitable alternative.

### **17 Other changes to the contract**

17.1 The ReelScene may from time to time revise the terms and conditions of the contract including the rules, regulations, policies and procedures referred to in these terms and conditions:

17.1.1. in circumstances where The ReelScene reasonably considers this to be necessary for the enhancement of its provision in the best interests of students and/or for the appropriate management of its resources and/or its student community; and/or

STATEMENT OF BUSINESS TERMS AND CONDITIONS  
2017/18

17.1.2. in circumstances which are caused by matters outside our control (as set out in condition 18); and/or

17.1.3. in circumstances which reflect changes in relevant laws; and/ or

17.2 Where changes are made to the terms and conditions of the contract under condition 17 we will undertake (where necessary) suitable consultation with students and (where necessary) take all reasonable steps to communicate and explain these changes you with as much notice as possible.

**18 Events outside our control**

18.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the contract if that is caused by an event outside our control.

18.2 An event outside our control means any act or event beyond our reasonable control, including without limitation:

18.2.1. strikes, lock-outs or other industrial action or disputes (whether involving our workforce or any other party);

18.2.2. acts of God, pandemic, quarantine or widespread illness (whether affecting our staff and/or student body or otherwise), governmental requisitioning, emergency planning or provision;

18.2.3. war (whether declared or not) or threat or preparation for war;

18.2.4. riot, civil commotion, invasion;

18.2.5. an actual, suspected or threatened act of terrorism;

18.2.6. fire, flood, storm, tempest, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

18.2.7. national emergencies;

18.2.8. breakdown of plant or machinery;

18.2.9. default of suppliers and/or sub-contractors; or

18.2.10. failure of public or private telecommunications networks.

18.3 If an event outside our control takes place that affects the performance of our obligations under the contract:

18.3.1. we will contact you as soon as reasonably possible to notify you; and

18.3.2. our obligations under the contract will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our control. Where the event outside our control affects our performance of services to you, we will resume the services as soon as reasonably possible after the event outside our control is over.

**19 Complaints procedure**

19.1 The ReelScene welcomes feedback on your experience of being a student and looks to make improvements where it can. If you wish to complain about any aspect of our service after you have enrolled as a student, you may do so using the Complaints

STATEMENT OF BUSINESS TERMS AND CONDITIONS  
2017/18

Procedure. The ReelScene 's Complaints Procedure outlines the roles and responsibilities of The ReelScene in relation to your complaint.

**20 Notices**

- 20.1 If you have any questions about the contract or any of these terms and conditions, please contact [info@reelscene.co.uk](mailto:info@reelscene.co.uk)
- 20.2 If The ReelScene needs to contact you by email or in writing, such communication will be sent to the last contact email address and postal address provided by you to us. It is your responsibility to ensure that the contact email address and postal address that The ReelScene holds for you on file are current.

**21 Your right to cancel**

- 21.1 When we confirm your place on a course at The ReelScene , a legal contract is formed with The ReelScene (as explained in condition 2). For the avoidance of doubt, your place on a course at The ReelScene is only confirmed when you receive, in response to your acceptance of The ReelScene offer, an email from The ReelScene confirming that you have been accepted onto a course.
- 21.2 You have the right to cancel this contract under the Consumer Contract (Information, Cancellation and Additional Payments) Regulations 2013 within 14 days without giving any reason.
- 21.3 The cancellation period will expire after 14 days from the day of the conclusion of this contract.
- 21.4 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement by email. You should exercise your right to cancel by contacting [info@reelscene.co.uk](mailto:info@reelscene.co.uk) You may use the attached model cancellation form, but it is not obligatory.
- 21.5 To meet the cancellation deadline, it is sufficient for you to send your communication email concerning your exercise of the right to cancel before the cancellation period has expired.
- 21.6 If you cancel this contract within the 14 day cancellation period, we will reimburse to you all payments received from you.
- 21.7 If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of this contract, in comparison with the full coverage of the contract.

**22 Other important terms**

Equal Opportunities

- 22.1 The Reelscene values, respects and supports the principles and application of equal opportunities in education and training. Accordingly both staff and students are are

STATEMENT OF BUSINESS TERMS AND CONDITIONS  
2017/18

requested and required to respect and uphold the rights and dignity of others regardless of Race, Colour, Nationality, Ethnic Origin, Sex, Age, Disability, Religion, Sexual Orientation, Gender identity, or Socio-Economic Status.

Money Laundering

22.2 Under the Money Laundering Regulations in force in the United Kingdom we need to obtain satisfactory evidence of both your identity and your address. In the case of private individuals we must ask you to do one of the following:

- (a) Attend our premises in person and produce to us and allow us to take copies of your original current signed passport, your current UK or EAA driving licence with integral photo or national identity card with integral photo and a personal utility bill not more than three months old or your council tax notification for the current year.
- (b) Produce the documentary evidence set out above to someone else qualified and willing to take and certify copies on your behalf, if there are difficulties in visiting our office.
- (c) For persons within the UK, such persons might be a UK accountant, doctor or high street bank manager, whose name and address can be noted and checked. For a person not resident in the UK the documentary evidence set out above can be certified by an embassy, consulate or high commission of the country of issue or a qualified lawyer or notary.
- (d) In the case of limited companies we must have evidence of identity as previously detailed above in respect of a director or controlling shareholder together with a copy of the Certificate of Incorporation of the company and a copy of the latest annual report and accounts.

Rights of Third Parties Act

22.3 No person who is not a party to this agreement shall have any rights under The Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon any provision herein.

Exclusion of Liability Clause for Negligence

22.4 The Reelscene accepts for the avoidance of doubt no responsibility for loss incurred where events beyond our control prevent any professional visitor from attending or carrying out their stated function. This means loss such as but not limited to (i) any direct or indirect or consequential loss or damages under English law, and/or (ii) to the extent not covered by (i) above, loss of travel expenses or accommodation expenses (including, without limitation, loss of use or the cost of use of property, equipment, materials and services including without limitation, those incurred to travel to, during or from our courses or by third parties), loss of business and business interruption, loss of revenue, loss of profit or anticipated profit.

Intellectual Property Rights

22.5 Prior written permission is needed from us to use our intellectual property in any sales promotions, media, marketing, reward programmes, staff incentives, raffles, auctions or general competitions. 'ReelScene' is a registered trademark; the ReelScene logo and any related Reelscene artwork cannot be used without written permission of Reelscene Ltd.

STATEMENT OF BUSINESS TERMS AND CONDITIONS  
2017/18

22.6 You give express consent for the Reelscene to the use your actual or simulated likeness in connection with the production, exhibition, advertising and/or exploitation of any photos, film, video and/or audio recording of this event and/or any element thereof in any/all media throughout the world.

Pets

22.7 No pet animals are allowed, other than dogs assisting the visually impaired.

Jurisdiction

22.8 The contract is governed by English law and subject to the jurisdiction of the English courts. The language used in this agreement and any communication with us will be English.

~ END ~