



# North Herts & Beds FilmClub

## Terms & Conditions

### 1. INTRODUCTION

Welcome to North Hertfordshire & Bedfordshire Film Club. We work with Children within education specialising in Filmmaking in breakfast, lunch & afterschool club activities. We also work within schools during school hours. Workshops are held locally during School Holidays.

We also run Clubs ONLINE via Zoom which is 100% secure whereby attendees can only join the Club with the shared password. Passwords are re-set weekly. The person running the club will admit each participant 1 by 1 from the waiting room. This also ensures that no one outside the club can join providing more security.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE NHBFC SITE. By using the NHBFC Site, you signify your agreement to these terms of use. If you do not agree to these terms of use, you may not use the NHBFC Site or partake in any of it's workshops/clubs or events.

Note that special terms apply to some services offered on the NHBFC Site, like subscription- based services, rules for particular contests or sweepstakes or other features or activities. These terms are posted in connection with the applicable service. Any such terms are in addition to these terms of use, and in the event of a conflict, prevail over these terms of use.

Your credit card details & some personal details are encrypted and securely stored by our payment provider GoCardless & JotForm. We do not have access to these GoCardless data apart from Name, Address and email. It is the responsibility of the individual to read and accept all terms and conditions from these sites. North Hertfordshire & Bedfordshire Film Club cannot be held responsible for any breaches of data or compliance rules from any of its third-party payment processors.



## **2. USE OF CONTENT**

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We do not transfer title to the software to you. You may not distribute or otherwise exploit the software or decompile, reverse engineer, disassemble or otherwise reduce the Software to a human-readable form.)

## **3. LICENSES AND REPRESENTATIONS**

You hereby grant us and our licensees, distributors, agents, representatives and other authorized users, a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable (in whole or part) worldwide license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights you own or control to use, reproduce, transmit, display, exhibit, distribute, index, comment on, modify (including removing lyrics and music from any Submission or substituting the lyrics and music in any Submission with music and lyrics selected by us), create derivative works based upon, perform and otherwise exploit such Submissions, in whole or in part, in all media formats and channels now known or hereafter devised (including on NHBC Sites, on third party web sites, stations, on broadband and wireless platforms, products and services, on physical media, and in theatrical release) for any and all purposes including entertainment, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity (the "Submissions License.

## **4. RELEASE FORM**

By signing up to a NHBFC course through our website you give the NHBFC permission for your child to be filmed. By making payment hereby agree that the copyright and all other rights in respect of your child's performance is hereby assigned to the NHBFC. You agree that the films that your child contributed to, may be exhibited in all media and formats. The NHBFC may without further consent use your child's name, likeness, biography and photographs and recordings of films in advertising and in publicising all NHBFC media and formats.



## 5. JURISDICTIONAL AND VENUE ISSUES

Any Submission with music and lyrics selected by us, create derivative works based upon, perform and otherwise exploit such Submissions, in whole or in part, in all media formats and channels now known or hereafter devised (including on NHBFC Sites, on third party web sites, stations, on broadband and wireless platforms, products and services, on physical media, and in theatrical release) for any and all purposes including entertainment, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity the "Submissions License".

## 6. PAYMENT/REFUND POLICY.

Payment/Refund policy forms part of the booking process, a Parent Welcome Pack is issued once you book your child/children on to the club. Please ensure this is read and agreed to these terms. You are entering in to a contract for 3 monthly payments on GoCardless. Where a term is terminated by the parent or NHBFC, cancellation of fees are non negotiable.

### 1. North Hertfordshire & Bedfordshire Film Club Refund Policy

*The North Hertfordshire & Bedfordshire Film Club strives to fulfill their commitment to each individual school, parent & child every term*

#### What we promise:

- As long as minimum numbers of 13 are reached The NHBFC will have staff in place to run your Film Club. Furthermore, we will never cancel a club run halfway through a term except due to extenuating circumstances.
- We will never cancel a Film Club unless a leader is unavailable to attend.
- Downloads will be delivered to the children at the latest 6 weeks following the end of term.
- We will send club dates on our sign-up letter or email prior to the club starting for your staff to check and confirm if they are/are not correct.

#### 1. What we will refund for

- If WE have to cancel clubs for any reason and do not offer the school the chance to make up the missed session time (e.g. 90 minute sessions or an additional session)
- If a club's minimum numbers are not achieved and we have to cancel.

#### What we won't refund for

- If a child/parent decides to stop their child attending once payment has been made. Once the GoCardless payment has been set up and the term has started, you are contractually obliged



to pay the full-term fees. This may be over the 3 monthly split or you can settle the fees in full. You will need to email [hertsbedsfilmclub@gmail.com](mailto:hertsbedsfilmclub@gmail.com) to arrange a settlement of fees transaction link to be sent to you. Please note fees are also charged for failed Payments.

- If the school cancels a club, this includes but is not limited to; weather, unhappy with leader or club in general, confusion over club dates, unhappy with our DBS/CRB policy and relevant documentation (DBS/CRB LETTER, PLI/Employee Insurance, safeguarding). This also includes a school breaching the services agreement.
- If a school or parent(s) are unhappy with the quality of the sessions or the quality of the children's' finished download. (Including, but not limited to, loss of footage, films not included, or child not featured on camera enough.
- If a child misses a number of sessions once payment has been made due to holidays or other
- If a parent fails to interpret the club dates correctly and fails to send their child after they have booked.
- If we have cancelled a club and given the school two options to make up the missed session(s) and they decline. These options include, but are not limited to, adding session(s) at the end of term and longer sessions (e.g. adding time to existing session(s), 90-minute sessions instead of 60-minute sessions).
- If a child is ill due to Covid virus.
- If the NHBFC terminates a term for a child due to bad behaviour. This may be over the 3 monthly split or you can settle the fees in full. You will need to email [hertsbedsfilmclub@gmail.com](mailto:hertsbedsfilmclub@gmail.com) to arrange a settlement of fees transaction link to be sent to you. Fees for the term/remaining fees/part thereof will need to be met. The balance will need to be settled in full within 2 weeks of the termination of your child attending the club.

[hertsbedsfilmclub@gmail.com](mailto:hertsbedsfilmclub@gmail.com)

Tel: 07341305131



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