



The Young FilmMakers Club Terms and Conditions

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1. INTRODUCTION

Welcome to www.yfc-wolves.com. The YFC offers children's education and entertainment programs specializing in Filmmaking.

YFC and any and all entities that control, are controlled by, or are affiliated or under common control with, YFC as well as its franchisees are collectively referred to herein as "we," "us" or "our".

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE YFC SITE. By using the YFC 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 YFC Site or partake in any of its courses/clubs or events.

Note that special terms apply to some services offered on the YFC 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. It is the responsibility of the individual to read and accept all terms and conditions from these sites. The YFC cannot be held responsible for any breaches of data or compliance rules from any of its third party payment processors.

2. USE OF CONTENT

All information, materials, functions and other content contained on YFC Sites are our copyrighted property or the copyrighted property of our licensors or licensees. All trademarks, service marks, trade names, and trade dress are proprietary to us and/or our licensors or licensees. We may change the YFC Site or delete content or features at any time, in any way, for any or no reason.

In the event that we offer downloads of software on an YFC Site and you download such software, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") are licensed to you by us or third-party licensors for your personal, non commercial home use only. 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 humanu readable form.)

3. LICENSES AND REPRESENTATIONS

You hereby grant us and our licensees, distributors, agents, representatives and other authorized users, a perpetual, nonu exclusive, irrevocable, fullyu paid, royaltyu free, subu 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 YFC 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 YFC course through our website or ecommerce shop you give the YFC 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 The LCA Group. You agree that the films that your child contributed to, may be exhibited in all media and formats. This may include public screenings and broadcast screenings. The YFC may without further consent use your child's name, likeness, biography and photographs and recordings of films in advertising and in publicising all YFC media and formats.

5. JURISDICTIONAL AND VENUE ISSUES

You agree that any action at law or in equity arising out of or relating to these terms of use or the YFC Sites shall be filed, and that venue properly lies, in the court of the United Kingdom, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. We make no representation that Content on any YFC Site is appropriate or available for use in any particular location. Those who choose to access a YFC Site do so on their own initiative and are responsible for





compliance with all applicable laws including any applicable local laws.

6. PAYMENT AND DEPOSITS

When enrolling your child onto any and all YFC courses and affiliated clubs you enter into a payment plan which covers course fees. Payment plans may be broken down into two to three equal payments. Payments may be between one to three months apart. Where applicable payments may differ. See individual products for further details. Payments will be processed via third party eshops and payment gateways, these will include but will not be limited to Paypal, Realex, GoCardless & Shopify. Where applicable a deposit for YFC courses may be offered. Note this is not mandatory and non refundable.

8. REFUNDS POLICY

What we will refund for:

- If WE have to cancel club sessions for any reason.
- If a club's minimum numbers are not achieved & we cancel the club indefinitely.
- If a parent fails to cancel their second half term recurring payment.

What we won't refund for:

- 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 and safeguarding)
- If a school or parent(s) are unhappy with the finished DVD.
- If a child misses a number of sessions once payment has been made.
- If a child/parent decides to stop their child attending once payment begun. *In this case the first half term will not be refunded however the second half term will be unless the second half term has already begun in which case neither will be refunded.
- If a parent fails to interpret 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 sessions at the end of term and longer sessions (e.g adding time to existing session, 90 minute sessions instead of 60 minute sessions).



7. AMENDMENT

At any time, we may amend these terms of use (including by modification, deletion and/or addition of any portion thereof). If we make a material amendment to these terms of use, we will notify you by posting notice of such amendment on the YFC Site covered by these terms of use. Any such amendment to these terms of use will be effective thirty (30) calendar days following our posting of notice of the changes on the YFC Site. Please note that, at all times, you are responsible for updating your personal information to provide us your current email address. In the event that the last email address that you have provided us is not valid, or for any other reason is not capable of delivering to you the notice described above, our dispatch of the email containing such notice will nonetheless constitute effective notice of any amendment described in the notice.

Last updated January 2019

