

## Terms & Conditions

In all circumstances Manhattan Edit Workshop requires written notification of any transfers and Cancellations.

### Rescheduling Policy:

- Bookings transferred by the customer more than 14 days before the commencement date of the course will incur no transfer fee.
- Bookings rescheduled by the customer within 0 to 14 days of the commencement date of the course will incur a \$150 transfer fee.
- All transferred courses must be completed within 3 months of the commencement date of the original class.

### Cancellation/Exclusion Policy:

- Cancellations by customers made more than 21 days before course commencement will not incur cancellation charges.
- Cancellations within 8 to 21 days of course commencement will incur a 50% cancellation fee, between 0 and 7 days will incur a 100% cancellation fee.
- In the event that a customer cancels a booking for which a transfer has taken place, this will incur a minimum 50% cancellation fee.

Exclusion of a Student by Manhattan Edit Workshop may occur if the student displays behavior deemed inappropriate and/or disruptive to other students and/or Manhattan Edit Workshop Faculty. Student will receive 1 (one) written warning regarding behavior. If the behavior in question is repeated, the Student will be removed from the class with a written explanation of their exclusion. In the event that a Student is removed due to the above-mentioned repetitive and/or disruptive behavior, no tuition fees will be refunded.

### 1. Definitions:

- These are the terms and conditions governing the provision of training services by Manhattan Edit Workshop or its subcontractors with the exclusion of any other oral or written statement or agreement whatever its legal character.
- 'Client, Customer or Student' means a company or individual that completes a course booking form or enters into a contractual arrangement.
- 'Delegate' means the party or parties named as attendees on the course booking form.
- 'Invoice' means an invoice for the charges delivered by Manhattan Edit Workshop to the customer.

### 2. General:

These Terms and Conditions shall apply to all training carried out in the provision of services by Manhattan Edit Workshop to the Customer in accordance with any order confirmation authorized by the Customer. No additions to, or modifications of, these Terms and Conditions shall have effect unless expressly agreed in writing by both parties and expressed to be amendments to these Terms and Conditions. Manhattan Edit Workshop employees or agents are not authorized to make any representations whatsoever concerning the provision of services unless confirmed by Manhattan Edit Workshop in writing. The Customer acknowledges that it does not rely on, and waives any breach of, any such representations that are not so confirmed.

### 3. Acceptance of Order:

i. Bookings can be accepted at any time up to the course start date, subject to availability. ii. A complete application form (or email) and a valid form of payment must be received from the Customer in order to reserve a place in a course. iii. Bookings can be made by application form, letter, fax or by email. Bookings are only confirmed once the Customer has received an email notification stating the confirmation from Manhattan Edit Workshop.

#### **4. Substitutions, Rescheduling and Cancellations:**

i. It is the Customer's responsibility, having referred to relevant Manhattan Edit Workshop course information, or consultation with Manhattan Edit Workshop training representative, to ensure the course is suitable for the student's requirements. ii. Bookings rescheduled by the customer within 0 to 14 days of the commencement date of the course will incur a \$150 transfer fee. iii. Bookings transferred by the customer more than 14 days before the commencement date of the course will incur no transfer fee, however the transferred course must be completed within 3 months of the commencement date of the original class. iv. In the event that a customer cancels a booking for which a transfer has taken place, this will incur a minimum 50% cancellation fee (see below). v. In all circumstances Manhattan Edit Workshop requires written notification of any transfers. vi. Cancellations by customers made more than 21 days before course commencement will not incur cancellation charges. vii. Cancellations within 0 to 7 days of course commencement will incur a 100% cancellation fee, between 8 and 21 days will incur a 50% cancellation fee. viii. In all circumstances Manhattan Edit Workshop requires written notification of any cancellations. ix. Manhattan Edit Workshop undertakes to provide the training course on the date specified except when external circumstances prevent this. In these circumstances Manhattan Edit Workshop will endeavor to re run the course on a mutually agreeable basis. x. Manhattan Edit Workshop reserves the right to cancel a course, though we make every effort to ensure this does not occur. In the event of a course being cancelled by Manhattan Edit Workshop, alternative dates will be proposed or a full refund of monies paid will be made to the customer. xi. Manhattan Edit Workshop takes no responsibility for loss of profit and/or for any incidental, consequential special or indirect losses as a consequence of exceptional cancellations.

#### **5. Sub-Contracting:**

Manhattan Edit Workshop reserves the right to assign or sub-contract its training courses to other appointed and approved personnel.

#### **6. Pricing and Payment Terms:**

i. All course fees are fixed and published by Manhattan Edit Workshop, however Manhattan Edit Workshop reserves the right to review and change prices. ii. The course fee includes tuition, training materials, manuals and computer time as appropriate to the course. iii. The client agrees to pay for any loss or extra cost incurred by Manhattan Edit Workshop through the client's instructions or through failure in taking delivery on the part of the client, its servants or employees.

#### **7. Course Content:**

Our course listing is provided for information purposes only and does not constitute an offer for a particular course or program. Manhattan Edit Workshop constantly strives to improve the content of its courses and therefore reserves the right to modify the specification of a course without notice to the Customer. A course title, duration, cost, content and location are liable to change at any time.

#### **8. Delegate Suitability:**

i. It is the Customer's responsibility to ensure that the course is suitable for their requirements. All delegates should have read and understood the course outline and met the necessary pre-requisites. ii. Manhattan Edit Workshop reserves the right to ask a delegate to leave the training event if the delegate does not meet the course pre-requisites. iii. Manhattan Edit Workshop urges clients to support this policy, which is designed to protect the Customer's investment. iv. All delegates will be required to abide by any site rules and regulations operating at the course location.

## 9. Force Majeure:

Manhattan Edit Workshop shall be entitled to delay or cancel delivery or to reduce the amount delivered if it is prevented from, hindered in or delayed in the provision of services through any circumstances beyond its reasonable control including but not limited to strikes, lock outs, accidents, war, fire, acts of God, reduction in or unavailability of power, break down of plant or machinery or shortage or unavailability of raw materials from normal sources of supply.

## 10. Limitation of Liability and Indemnities:

i. Except as may otherwise be expressly provided in these Terms and Conditions, all warranties, conditions, terms, undertakings and representations of any kind whatsoever, express or implied, whether by statute, common law or otherwise, are hereby excluded by Manhattan Edit Workshop to the fullest extent permitted by law and Manhattan Edit Workshop shall have no other obligation, duty or liability whatsoever in contract, tort, statute or otherwise to the Customer. ii. Manhattan Edit Workshop represents and warrants that the services provided will be performed in a professional and skillful manner consistent with the professional standards and the general customs and practices of the industry. iii. Manhattan Edit Workshop's maximum aggregate liability for any and all losses, claims, demands, damages, costs and/or expenses of any kind whatsoever arising out of or in connection with any order confirmation and/or these Terms and Conditions (whether in contract, tort, by statute or otherwise) shall not, in total, exceed the amount actually paid by the Customer to Manhattan Edit Workshop for the services which are the subject of the order confirmation in question. iv. Without prejudice to the generality of the foregoing, Manhattan Edit Workshop shall not be liable to the Customer (whether in contract, tort, by statute or otherwise) for loss of profits and/or for any incidental, consequential, special or indirect loss or damage arising out of or in connection with any order confirmation and/or these Terms and Conditions, including but not limited to: (a) loss of use; (b) loss of goodwill; (c) loss and/or corruption of data; (d) loss of information; (e) loss of business; (f) loss of goods; (g) loss of anticipated savings; (h) loss of revenue; (i) downtime; (j) any damage relating to the procurement by the Customer of any substitute services. v. For the avoidance of doubt, neither the types of loss and/or damage specified in sub-clauses 12.5 (a) through (j) inclusive above nor any similar types of loss and/or damage shall constitute direct loss for the purposes of these Terms and Conditions and/or any order confirmation. vi. For the avoidance of doubt, nothing in these Terms and Conditions and/or any order confirmation shall restrict and/or exclude in any way Manhattan Edit Workshop's liability for (a) death or personal injury resulting from the negligence of Manhattan Edit Workshop, its officers and/or employees; and/or (b) fraudulent misrepresentation. The Customer is liable for any loss, damage or injury to Manhattan Edit Workshop staff or their property, which may arise while working at the Customer location and is due to negligence or breach of statutory duty by the Customer. vii. Manhattan Edit Workshop accepts no liability for the failure of any third party hardware, software and/or systems which may be the subject of any Manhattan Edit Workshop services: this includes failure to meet its operating specification. viii. No part of the training material may be reproduced, stored in a retrieval system, or transmitted in any form, or by any means, electronic, mechanical, photocopying, or otherwise, without prior permission in writing of Manhattan Edit Workshop or the copyright owner. ix. All Intellectual Property Rights for any product or service remain the property of Manhattan Edit Workshop unless otherwise stated or agreed.

## 11. Six Week Intensive Class Policies:

Manhattan Edit Workshop does not have formal job placement and does not guarantee employment for students after the class. Through our Manhattan Edit Workforce program we give post-production companies direct access to our Six Week Alumni reels and resumes. This program does not guarantee employment. Students are expected to be on time and to attend all class functions to obtain the best experience of the workshop. As indicated on our website, the Six Week Intensive does not hold class Memorial Day, Fourth of July, Labor Day, Thanksgiving, and the day after Thanksgiving. These days will not be made up for the class, nor will they be credited to the student, though Manhattan Edit Workshop may offer additional hours at its sole discretion. Each Six Week student knowingly accepts these policies by registering for the course.

**Disclaimer:**

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