

TERMS & CONDITIONS

1. Institute of Moving Images is a film school, located inside the sedate green, sprawling campus of Gokhale Institute of Politics & Economics (A Deemed University) at 846, Shivaji Nagar, BMCC Road, Deccan Gymkhana, Pune- 411004, India and is an autonomous centre for film studies run by non-profit "Moving Images Educational Trust", recognized by Government under Bombay Public Trust Act, 1950.
2. Institute of Moving Images (hereafter the 'Institute') staff is available to offer advice to the applicant (hereafter 'you' or 'your') by telephone or in person in relation to the courses offered by the Institute, your application to the Institute, eligibility criteria set out by the Institute and entrance interview required by the Institute subject to the matter set out in these terms and conditions but it is your own responsibility to ensure at all times that your application and other entrance criteria of whatever nature are in order and received by the Institute by the appropriate closing dates.
3. The Institute reserves the right to change (such changes to be notified to you as soon as reasonably practicable) dates or times in relation to any matter concerning the Institute in order to facilitate or improve the provision of the courses offered by the Institute and any examination set by the Institute and entrance criteria required by the Institute but any such changes shall not affect the other terms and conditions of the Agreement you enter into with the Institute.
4. There are several school breaks and holiday scheduled throughout the year. The courses offered by the Institute shall only take place if justified by demand. IMI reserves the right to add, change or delete courses and to make policy changes as necessary.
5. The Institute's written and electronic prospectus is correct at the time of printing or publication but is subject always to alteration by the Institute and does not form the basis of a legally binding agreement between you and the Institute.
6. Upon receipt AND scrutinizing of the complete application form for admission in short term Filmmaking Foundation Programme, all the selected applicants will be notified by email for acceptance of their application and will be allotted a registration number, within 48 hours from the receipt of their online application form. The decision of the Institute in all matters relating to admission shall be final & binding.
7. A list of the selected candidates will also be available on the IMI website, next day of the admission closing date of the workshop.
8. On receiving the formal Acceptance Notification from the Institute, you should make the full payment towards the course fee through your bank via National Electronic Transfer (NEFT) / Online / Net Banking in favor of Institute of Moving Images as per the IMI bank details given in our website, on receiving the email of Acceptation Notification to confirm your admission, failing which the place will be allotted to next wait listed candidate.
9. Together (1) payment of non-refundable fee by you to the Institute and (2) written notification from the Institute that you have been accepted upon a course shall form a legally binding agreement between you and the Institute (the 'Agreement') on these terms and conditions and that (a) all the applicable Government taxes levied on your fees will be paid to the institute along with your fees (b) you shall comply at all times with these terms and conditions and (c) you shall comply at all times with any other terms and conditions as specified in the written notification of acceptance upon the course or as notified to you by the Institute from time to time.
10. In the event that you cancel your place upon the chosen venue or start date of the course for whatever reason, the following provision shall apply:
 - (a) Cancellation of your admission upon the course must be notified by you to the Institute in writing as soon as possible.
 - (b) The 'Admission Fee' is treated as an acceptance payment and it is non-refundable, although it can be carried forward to next intake (including any other venue and start date) of the course for a maximum of 3 intakes, subject to management approval.
 - (c) Upon accepting the admission in the course at the Institute, only tuition fee, once paid, shall be refunded to students.
 - (d) If written notice of cancellation is received from you by the Institute after the first day of the course, no fees will be refunded.
11. Overseas students must comply with the Government of India regulation on immigration and the Institute shall not be responsible for nor be liable in relation to any failure by any overseas students to comply with such Regulation.
12. Following the commencement of the course, the Institute shall provide you (either written or verbally) with a course outline and details of the subjects offered on the Course.
13. You shall (1) be on time for and attend all lectures, practical sessions, practical exercises, examinations and tests provided and specified by the Institute (2) submit projects and written assignments as required and as specified by lecturers and tutors at the Institute and (3) promptly and faithfully comply with the Institute's all reasonable directions, requests, rules and regulations.
14. If you do not comply with the (1) policies and/or procedures set out in paragraph 14 above and/or (2) the matters set out in paragraphs below, the Institute has the right to terminate the Agreement between you and the Institute and terminate your studies of, and exclude you from the Institute and compel you to leave the Institute.
15. In circumstance of termination set out in paragraph 15 above the Institute shall not refund to you in full or in part the tuition fee paid by you to the Institute.
16. The Institute reserves the right to cancel any Course where the Institute closes or in circumstances where a Course or the Institute is disrupted beyond the Institute reasonable control and a full refund of the Admission or Tuition Fees shall be made, unless part of the course has been delivered in which case a reasonable part refund of the Tuition fee shall be made at the discretion of the Institute.
17. In and to the work you carry out on the Course or at the Institute of Moving Images, including but not limited to practical exercises, projects, written assignments, treatments, screenplay, still photographs, artwork, filmed scenes, show reels and short films and all other materials created by you and your participation on the Course including any performance and the filming and recording of you as an individual and your voice (the 'Work'), you hereby in perpetuity irrevocably:
 - (a) assign to the Institute with full title guarantee the entire copyright (present or future) and all other rights, title and interest of whatsoever nature (vested or contingent) and all subsidiary and ancillary rights (including student film festivals and short film festivals) throughout the world for the full period of copyright and for all renewals and any extensions and renewal of the same by any and all means and in all media now known and hereafter devised

- (b) waive all moral rights conferred on you pursuant to the Copyright Design and Patent Act and all other rights of a similar nature to which you have become or shall become entitled pursuant to current or future legislation anywhere in the world; and
 - (c) confirm that the assignment of right is free from all liens and encumbrances and includes the assignment of all rental and lending rights and shall not seek to enforce any rights to equitable remuneration in respect of any rental and lending rights which may accrue pursuant to Copyright and Related Rights Regulation.
18. You warrant that you are and shall be the sole owner of the Work which is wholly original to you and to the best of your knowledge nothing in the Work does or shall infringe the copyright or any other rights including any rights of confidentiality or privacy or defame any third party including but not limited to students and tutors at the Institute.
 19. You grant to the Institute the right but not the obligation to use and to authorize others to use your name, reproduction of your physical likeness, film and recordings of your voice and your biography in connection with the advertisement, publicity, exhibition and exploitation of the Work and all subsidiary and ancillary rights.
 20. In circumstances where you wish to use or show the Work to any third party, including but not limited to submissions or applications to academic institutions or employers, show reels, student film festivals and short film festivals, you shall request such use in writing to the Institute who may grant consent or refuse your request in writing, such consent not to be unreasonably withheld.
 21. No breach of this Agreement by the Institute shall entitle you to terminate or rescind the Rights and you hereby waive the right in the event of any such breach to damages or equitable relief or to enjoin, injunct, restrain or interfere with the Rights or the production, distribution, exploitation, exhibition or use of the Work.
 22. The Institute shall secure in the Institute's name or otherwise at the Institute's own expense insurance covering you independently or together with others and you shall not have any right, title, or interest in or to such insurance. The Institute shall not be liable for any loss or damage to your body and or other personal property whether such loss or damage is caused by negligence or otherwise except to the extent that the Institute receives compensation from an insurance company or third party.
 23. You shall not issue and publicity relating to or otherwise reveal or make public any financial, creative or other confidential information in connection with the Work, the Course or the Institute or our business.
 24. You hereby consent to the processing of personal data about you for the purpose of your attendance on the Course at the Institute as well as for all its written, electronic publications or promotional materials.
 25. Any notices required to be given under this Agreement shall be in writing by first class mail and shall be sent by the parties to the addresses set forth in the written notification of acceptance upon the Course.
 26. The Institute may assign or license this Agreement to any third party, the Institute's successors, assignees and licensees. This Agreement contains the entire agreement of the Parties and may not be varied by written instrument signed by both the parties.
 27. This Agreement shall be governed by Indian Law and parties shall submit to the exclusive jurisdiction of the Mumbai High Court.