

## TERMS & CONDITIONS OF THE ENROLMENT CONTRACT OF THE SELECTED STUDY PROGRAMME

### **STUDY PROGRAMME**

The Study Programme, its length and description are published on the website [www.polimoda.com](http://www.polimoda.com) together with the main features of the Course and the study plan.

Polimoda is entitled to make all changes it considers appropriate to the Study Programme (e.g. terms/conditions of the method and timeframe for delivery of the study programme, providing appropriate information to students)

Lessons and other planned teaching activities will be held in mixed mode, certain teaching activities will require the students to attend in person while other teaching activities will be conducted remotely in audio-video connection between the teacher and the students. Teaching activities that will take place remotely can be followed by the students either in person, if the teacher conducting the activity is doing so from a classroom at one of Polimoda's sites or exclusively in e-learning mode and with their own devices where the teacher holds the activity remotely.

Attendance is mandatory for all Polimoda Courses. The weekly schedule provides that teaching activities can be held from Monday to Saturday.

### **INTERNSHIP**

Students will be admitted to the internship selection procedure only upon prior verification of the requirements and under the conditions laid down in the applicable **Students Regulations**. The tuition fees will remain in any case unvaried.

**FOR POLIMODA UNDERGRADUATE COURSES:** Students' regular progression through the Course foresees that the Study Programme classes will be followed by an internship in a fashion company as necessary requirement for obtaining Polimoda undergraduate final certificate. Should the duration of the Italian permit of stay issued to the Student or the denial of renewal of the permit or any other impediment, or personal issue, arise to prevent the Student from undertaking the internship period, the Department Supervisor will decide what is the best action to take in order for a student to be awarded Polimoda undergraduate final certificate.

**FOR POLIMODA MASTER COURSES:** Classes might be followed by an internship with a fashion company. Should the participation of the Student to the internship selection procedure not lead to an internship opportunity, the Study Programme will terminate at the end of classes and no claim or request may be raised against Polimoda, by the Student or on behalf of the Student, in this respect. If the Student is admitted to the internship, the internship will be considered as part of the Study Programme and the Polimoda master final certificate will be released at the end of the internship. Should the duration of the residency permit issued to the Student or the denial of renewal of the permit by the Questura of Florence or any other impediment or personal issue arise to prevent the student from undertaking the internship period, the Study Programme will terminate at the end of classes and no claim or request may be raised against Polimoda, by the student or on behalf of the student, in this respect.

**FOR SHORT, ORIENTATION, INTENSIVE COURSES:** Internships are not provided.

### **STUDENT REGULATIONS**

Students Regulations are an essential and integral part of the enrolment Contract.

### **STUDENT VISA**

The bureaucratic formalities regarding the issuing of a student visa and permit to stay are the responsibility of the Student and, therefore, under no circumstances, Polimoda shall be deemed liable for failure to issue or late issuing of a visa and/or permit to stay. The obligations undertaken by the Student with the signing of the enrolment contract will not be compromised in case of failure to issue or late issuing of a visa and/or permit to stay by the competent authorities.

### **TUITION FEES AND PAYMENT TERMS**

#### **A) FOR POLIMODA SHORT AND ORIENTATION COURSES**

The tuition fee must be fully paid online at the same time as the application or within 7 (seven) days of completing the application on the Polimoda website.

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## **B) FOR POLIMODA UNDERGRADUATE COURSES**

€ 3.000,00 down-payment must be made within 7 (seven) days of receipt of Polimoda's confirmation of admission to the course. The full balance of the first academic year's tuition fee as calculated and shown in the enrolment contract must be paid within 15 days of receipt of the enrolment contract for e-signature, failing which the student will not be admitted to the Course attendance. Payment of the following annual tuition fees for the following academic years must be made by and no later than June 30th of each year.

## **C) FOR POLIMODA MASTER AND INTENSIVE COURSES**

€ 3.000,00 down-payment must be within 7 (seven) days of receipt of Polimoda's confirmation of admission to the course. The full balance of the tuition fee as calculated and shown in the enrolment contract must be paid within 15 days of receipt of the enrolment contract for e-signature, failing which the student will not be admitted to the Course attendance.

## **NON-PAYMENT OF THE TUITION FEE – SANCTIONS**

In the case of non-payment of the tuition fee, for the entire due amount, within 15 (fifteen) days of each payment term, Polimoda is entitled, for the entire duration of the arrears, to the following cumulative rights: **a)** to immediately suspend the student from access to the library and to loans; **b)** to exclude the student from the various events that Polimoda may decide to organise to foster the encounter between students in their senior year and companies operating in fashion sector, and from access the relevant platforms; **c)** to suspend the student from interviews with the companies preparatory to the organisation of internships; **d)** to exclude the student from the eventual end-of-course event and any other events that may be organised for the participation of the students; **e)** to suspend the student from entry to the exams of the current year of study; **f)** in the event of non-payment of the entire tuition fee within the end of the academic year (or within the end of the course in case of Polimoda Master Courses), in addition to the above mentioned penalties immediately applicable at the time of assessment of the arrears, not to issue to the student the formal certifications necessary for the prosecution of the study programme and (in case of Polimoda Undergraduate Courses) not to admit the student to the following academic year.

In the event of non-payment of the tuition fee within 30 (thirty) days of each payment term, Polimoda reserves the right, in addition to the application of penalties listed above, not to admit the student already in arrears to the attendance of teaching activities both those are delivered in person and those held in e-learning mode, thus forbidding access to places which host the various training activities, wherever located according to the chosen Course and excluding the Student from sending access link to the lessons held in e-learning mode.

**FOR ALL COURSES:** All payments can be made:

- **Directly at Polimoda Accounting Office**
- **On-line** through the dedicated area in the website [www.polimoda.com](http://www.polimoda.com)
- **At any Italian Post Office** (using the Polimoda prefilled payment form to be collected by Polimoda Accounting Office)
- **By bank wire** (to be provided)

All payments must be made in euros; all bank charges and commission belong to the student.

## **OBLIGATORY PAYMENT OF THE TUITION FEE UPON COMMENCEMENT OF THE COURSE / ACADEMIC YEAR**

In any case, any student who has begun attending the course / academic year, will be obliged to pay the entire tuition fee (annual tuition fee in the case of undergraduate courses), as provided in the enrolment contract, regardless of the student's attendance regularity, of the way in which teaching activities are delivered (in person/online) and/or of his/her subsequent abandonment of the course, should this occur. In this case, Polimoda can however initiate legal proceedings to recover the credit immediately, with no need for any prior warnings.

## **WITHDRAWAL FROM THE COURSE AND REFUNDS**

Withdrawal from the course must be notified by the student to Polimoda by registered letter or e-mail or fax.

In case of withdrawal from the Course, the tuition fee paid by the student can be refunded only within the limits hereinafter set out, applicable to all academic years in the case of Undergraduate Courses.

- ✓ In case of withdrawal notified up to 60 (sixty) days prior to the date of beginning of the academic year/course teaching activities the 100% of the annual tuition fee (the 100% of the course overall tuition fee in case of Polimoda master, intensive, orientation and short courses) already paid by the student will be refunded to the same, excluding the initial down payment as enrolment fee of € 3.000,00 to be paid for Undergraduate, Master and Intensive Courses.

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- ✓ In case of withdrawal notified between the 60th and the 30th day prior to the date of beginning of the academic year/course teaching activities , Polimoda will withhold the annual tuition fee (or the course overall tuition fee in case of Polimoda master, intensive, orientation and short courses) already paid by the student, for an amount equal to the 50% of the entire annual tuition fee (or equal to the 50% of the course overall tuition fee in case of Polimoda master, intensive, orientation and short courses ) and will reimburse to the student any amount of the paid fee exceeding such percentage.
- ✓ No refund will be made to the student if withdrawal is notified less than 30 days before the date of commencement of the teaching activities of the academic year/course, with the sole exception of the case of denial of the study visa necessary to start the course, on condition that the Student has not started to attend the Course and submits to Polimoda the official documentation proving refusal of the study visa.

## **REQUEST FOR POSTPONEMENT/ SUSPENSION OF ATTENDANCE AND CHANGE OF COURSE (ALLOWED ONLY FOR UNDERGRADUATE, MASTER AND INTENSIVE COURSES)**

Such requests can be submitted and accepted, only after the student has paid the amounts of the tuition fee as specified in the enrolment contract, and in any case beyond the Department Supervisor 's approval.

Under no circumstances, the tuition fee paid by the Student who has postponed or suspended his/her attendance or who has changed the course initially chosen, can be reimbursed to the Student.

In the event that no edition of the Course is activated over the period of time with which the Student may start (in the case of postponement or of change of courses) or resume (in the case of suspension) his/her attendance, the Student can only request to be admitted to a different Course of the same typology (i.e. Undergraduate, Master Courses).

## **CANCELLATION OF THE CHOSEN EDITION OF THE COURSE**

The chosen edition of the course will only be activated if the minimum number of enrolled students, deemed appropriate by the competent Polimoda Board, is reached. Should enrolments not reach the required minimum number, the chosen edition of the course will be cancelled, and the paid tuition fee will be promptly reimbursed to the student, including the down payment paid as enrolment fee in the case of enrolments in Polimoda Undergraduate, Master and Intensive Courses.

No further claim or request can be made by the student or on behalf of the student towards Polimoda; therefore, should a cancellation of the chosen edition of the course occur, under no circumstances Polimoda may be held liable for any expense incurred by the student (by way of a no-limiting example: purchase of airplane ticket, accommodation, insurance policies) in relation to the enrolment in the Course and the prospected attendance.

## **REPETITION OF THE ACADEMIC YEAR / COURSE**

**FOR POLIMODA UNDERGRADUATE COURSES:** Based on course results already achieved, the Department Supervisor may consider it necessary for the student to repeat the academic year. In this case, the student will be formally notified. Each repetition of one academic year will incur an additional cost for the student, equivalent to the annual tuition fee, to be paid in the same modes and with the same deadlines set for academic years subsequent to the first year.

**FOR POLIMODA MASTER AND INTENSIVE COURSES:** Based on course results already achieved, the Department Supervisor may consider that said results are not sufficient for the issue of the final certificate. Should the student decide to re-attend the course in order to achieve the final certificate, the re-payment of the full tuition fee will be required.

## **INTELLECTUAL PROPERTY, DISCLAIMERS AND FREE TRANSFER OF RIGHTS TO POLIMODA - The Student's Obligations, Guarantees and Indemnities**

### **Intellectual property, disclaimers and free transfer of rights to Polimoda**

The student remains the sole and exclusive owner of the material and intellectual creations produced during the course attendance.

The student agrees to transfer to Polimoda the following rights, free of charge and without limits to time or territory, from the first day of the course:

#### **A) FILM RIGHTS FOR STUDENT IMAGES AND CREATIONS:**

- The right to film and/or make sound recordings and/or photograph the student and the material and intellectual creations produced by the student during a course (for example but not limited to: clothes, accessories, drawings, portfolio, manufactured items of various kinds, films, graphic design and research projects, etc.) and/or have the same made or carried out by teaching

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staff, employees and other students of Polimoda and/or other parties (for example but not limited to: operators from TV, radio, press, companies and other professionals in the fashion industry, photographers / video makers appointed by Polimoda, etc.); Filming, audio recording and photographing can take place during all school activities and related initiatives / events (for example but not limited to: catwalk shows, open days, exhibitions, workshops, teaching projects, shooting, conferences, fashion weeks, field trips, events, etc.), as well as in all contexts connected to Polimoda, even if not on academic premises;

## **B) USE OF STUDENT IMAGES/RECORDINGS AND CREATIONS:**

- The right to digitally acquire images of the student's person and also of the material and intellectual creations produced by the student, in addition to any films, photographs and audio recordings as per the above point a) above, including audio/video recordings of interviews and statements issued by students to third parties (for example but not limited to: TV, radio, press, companies, etc.) as part of any Polimoda activity, related events or in other contexts, however linked to Polimoda activities, either inside or outside Polimoda premises;
- The right to store the above images and recordings in the computerised and/or hard copy archives at the Polimoda premises, in Florence, Villa Favard, Via Curtatone no. 1, Manifattura Lab in Florence Via delle Cascine no. 35, and Design Lab in Scandicci Via Galileo Galilei no. 31, to adapt, process, translate, grant to third parties, edit, reproduce, synchronise with soundtracks, circulate and publish them using all means and communication protocols and audio/video compression formats currently in use or available in the future (for example but not limited to: press, radio, TV, internet, social networks, cinematography, etc.) and using all means of promotion for Polimoda's activities (for example but not limited to: websites, social networks, CD, DVD, brochures, posters, prints, etc.). The rights granted to Polimoda pursuant to herein point B) include, for example, but are not limited to, the right but not the obligation to publish the abovementioned audio/video/photographic material, as well as the ability to re-edit said material in hard copy or digital version.

## **C) AUDIO/VIDEO RECORDING OPERATIONS AND PHOTOGRAPHS BY THIRD PARTIES AND TRANSFER OF RIGHTS**

- The right to transfer some of the rights as per the above points A) and B) to subjects appointed by Polimoda to make audio/video recordings or take photographs of Polimoda activities and relevant events, or other subjects, including for the promotional aims thereof (for example but not limited to, publication on personal/corporate websites, portfolios, etc.);

Polimoda cannot be considered responsible for the uses, of any kind, of their 'image / voice, even where found in the audio/video recordings / photographs of third parties or granted to this latter (for example but not limited to: other students and /or teachers at Polimoda and/or photographers-video makers appointed by Polimoda for the purpose, and/or other subjects invited to or attending events, companies, etc.) the student agreeing to waive all and any claims, actions or requests to Polimoda with reference to the above uses.

## **D) EXHIBITION OF STUDENT IMAGES AND CREATIONS:**

- The right to display images and reproduce audio / video material as per the above points A) and B) during events organised by Polimoda, including off site events and in conjunction with third parties.

The student holds Polimoda harmless against any economic liability and responsibility concerning the incorrect use of personal data concerning their image by third parties.

Polimoda reserves the right to keep, free of charge, the originals of the material and intellectual creations as in point A) above in its own archives during the course and for 3 (three) years from the date of the end of the course. The student will be responsible for the formulation of any requests to Polimoda for the return of any originals of their creations still in possession of Polimoda, after the term of 3 (three) years from the end of the course attended by the student at Polimoda.

The student authorises Polimoda and/or third parties who collaborate with the former, beforehand and free of charge, to exhibit/publish/divulge/circulate off line and/or online – together with any express mention of their name and surname - all originals and/or digital copies of material and intellectual creations made by same during their academic course, on occasion of all educational activities and events (for example but not limited to: exhibitions, fairs, catwalk shows, workshops, educational projects, conferences, etc.) organised by Polimoda, also off site and in conjunction with third parties; the student undertakes, throughout the period of the course and up to 3 (three) years from the end thereof, to make these creations available to Polimoda for the above purposes, in the event that these are no longer kept in the Polimoda archives, and to provide Polimoda, where technically possible, but at no cost to the student, with duplicates of the above creations, authorising Polimoda to use, as stated in this article with regard to the originals and to grant authorisation to others potentially interested in collaborating with Polimoda (for example but not limited to: organisers of fashion competitions, institutions, fashion companies, cultural centres, etc.).

The student is aware that no claims can be made to Polimoda, either in the form of compensation or for any other reason, for the granting of the above rights.

## **Responsibilities, prohibitions, guarantees and indemnities for student's creations**

The student undertakes, throughout the course, to not unlawfully reproduce, copy, plagiarise, counterfeit and/or in any way breach trademarks, distinctive marks, patents, industrial designs or models, and/or in any case, works of intellectual/industrial creations

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protected by copyright/industrial property rights and rights of third parties, including other students of Polimoda or students of other institutes/schools/universities, etc.

The student will remain fully and exclusively responsible, both during and after the course, for any further and different uses other than for internal and educational purposes (for example but not limited to: use for promotional and commercial purposes, etc). of material and intellectual creations (of all kinds) - including any films or audio/video recordings and photographs - processed and made by the student during the course, of events, guest lectures and any other context in any way connected to the activities of Polimoda, and successively published and/or circulated in any way and using any means; to this end, the student acknowledges and accepts that they will be considered the direct and sole responsible party for said uses, as well as for any breaches of intellectual and/or industrial property rights and rights to images, privacy and/or similar regarding third parties, enacted concerning and/or as part of the above uses.

The student is prohibited from making (and from circulating in any way) audio/video recordings and taking photographs of teaching staff, mentors, and lecturers whose right to privacy and image shall be safeguarded, and/or of lessons, the content of which is absolutely confidential. This also applies to any lesson, lecture or master classes conducted from a remote location and delivered by means of the Blackboard platform, being understood that students will remain personally responsible for any breach of said prohibitions. It is expressly prohibited to students to use the "Polimoda" logo and/or other distinguishing mark belonging to Polimoda for any reason whatsoever.

In the case in which Polimoda should uncover a breach by the student of even one of the undertakings, prohibitions, guarantees and obligations undertaken pursuant to the provisions above, Polimoda reserves all rights to take any actions deemed necessary regarding the infraction committed.

The student undertakes - henceforth - to compensate Polimoda for all damages, including to image, occurring as a result of incorrect use and/or in any case, not conforming to that stated above, for their material and intellectual creations made during the course and in particular, during teaching projects and audio/video-production and photographic activities, as stated above. The student also undertakes to indemnify and hold Polimoda free and harmless for: - all claims, or requests, none excluded, at whatever time, in whatever form or level that may be made or brought by third parties with reference to breach of just one of the undertakings, prohibitions, guarantees or obligations undertaken by the student pursuant to the enrolment contract; - non-compliance or violation of the provisions of the attached Student Regulation.

Polimoda cannot accept any liability for any harmful consequences of any kind, occurring to the student as a result of incorrect and/or non-compliant use as stated above for said material and intellectual creations. Polimoda cannot accept any liability for use of the material and intellectual creations as part of the development of the student's career / insertion in the workplace or for other purposes, or for failure to achieve expected aims.

## **Students' responsibility for reproduction of Polimoda Library material**

Students will be fully responsible for any breach of the contract concerning materials from work protected by copyright (L.633/1941 and subsequent amendments) as part of access to the Polimoda Library and consultation / loan / reproduction of material from the same, undertaking henceforth to compensate Polimoda for any damages, including to image, that may be suffered by Polimoda to this regard, as well as to hold Polimoda free and harmless against all claims or requests for damages in any form, or at any time or level, made or proposed by third parties with reference to said breaches. Students may reproduce Polimoda Library material using the photocopiers (self-service, available on payment) at the Polimoda sites, using their badge, as delivered at the start of the course. It is possible to reproduce a maximum of 15% of the total number of pages in each document.

## **LIMITATION OF POLIMODA'S LIABILITY AND FORCE MAJEURE**

Polimoda's responsibility deriving from the signing of the enrolment agreement for the course and relevant attendance thereof by the student cannot under any circumstances, exceed the amount of the course fees and/or any insurance cover envisaged.

By signature of the enrolment contract the Student expressly acknowledges and accepts that Polimoda's insurance coverage for incidents occurred to the Students doesn't apply and doesn't cover any incidents or injuries, or other harmful consequence, occurred during any of the activities performed by the Student outside Polimoda's premises, unless formally envisaged within the Course program (such as fieldtrips, educational visits, end of Course internship, etc.). Therefore, said insurance coverage will not apply to, and under no circumstances Polimoda may be held liable for, any activity autonomously carried out by the Student outside the school premises, irrespective of the fact that said activity is necessary or somehow relevant for, or connected to, the Course attended by the Student, and /or carried out, on the basis of the Student's autonomous decision, in parallel to the time period when teaching activities are scheduled.

Polimoda cannot be held responsible or liable for any shortcomings or delays in performance, or any disservices, or other events caused by force majeure.

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## APPLICABLE LAW AND COMPETENT COURT

The contractual relationship between Polimoda and the Student enrolled on its courses is entirely regulated by the enrolment contract and by the Student Regulations. The existence, validity, interpretation and fulfilment of those acts, well as the consequences of the enrolment contract infringements and the prescription of any legal action, are regulated exclusively by the Italian law. For any dispute arising therein, the Court of Florence will be the competent and exclusive jurisdiction.