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Registered in Dublin, Ireland: Company No. IE492962

BIMM Music Institute (Dublin)
Student Contract Terms & Conditions 2025/26

1. Introduction

1.1 This document governs the relationship between you and BIMM Dublin Limited ("**BIMM University**" or "**we**" or "**us**" or "**our**") and sets out the contract terms between us for the provision of educational services leading to the opportunity to gain a recognised educational qualification (the "**Terms and Conditions**"). These Terms and Conditions contain important information and should be read carefully before you accept a place at BIMM University.

1.2 BIMM Dublin Limited is a private limited company, registered with the Companies Registration Office with registration number 492962, and its registered office is at BIMM Dublin Ltd, 62/64 Francis Street, Dublin 8, Ireland. [BIMM University trades as BIMM Music Institute.]

1.3 These Terms and Conditions apply following acceptance of an offer of a place at BIMM Music Institute, Dublin and apply only to BIMM University awarded courses at the following levels:

1.3.1 Foundation Diplomas;
1.3.2 Undergraduate Degrees; and
1.3.3 Postgraduate Degrees.

1.4 In addition to this document, the following documents also form part of the Terms and Conditions and in accepting an offer from BIMM University, you agree to observe them:

1.4.1 your offer letter;
1.4.2 the Applicant Course Overview for your course (which will be sent to you with your offer letter) and subject at all times to clauses 1.5 and 11, as it may be updated from time to time by us;
1.4.3 the "Important Regulations and Information" document (which will be sent to you with your offer letter) and subject at all times to clauses 1.5 and 11, as it may be updated from time to time by us; and
1.4.4 BIMM University's policies, guidance, and information regarding international students (details of which will be sent to you with your offer letter, if applicable) and subject at all times to clauses 1.5 and 11, as it may be updated from time to time by us.

Together these documents form the contract between you and BIMM University in relation to your course (the "**Contract**").

1.5 We will always inform you directly via email of any changes to the Applicant Course Overview or the Important Regulations and Information and we will endeavour to do this before teaching starts each academic year.

1.6 It is important that you read, and abide by, the Important Regulations and Information document. This highlights and signposts you to BIMM University's rules, regulations and policies. It also illustrates your responsibilities as a student of BIMM University, and our responsibilities to you as a provider of educational services.

1.7 If there is any conflict or inconsistency between any of the provisions in these Terms and Conditions and the provisions of any other document forming part of the Contract the provisions of these Terms and Conditions shall prevail.

1.8 The Contract is subject to these Terms and Conditions and is created once you accept the offer.

2. Accessibility

2.1 BIMM University is committed to providing an inclusive and accessible environment and strives to make reasonable adjustments to accommodate the needs of its students. Students and applicants with disabilities are encouraged to notify BIMM University at the earliest opportunity so that (if possible) appropriate support arrangements can be provided.

2.2 Should you require these documents in another format, or if there is anything in these Terms and Conditions that you do not understand, please contact dublin@bimm.ie.

3. Offers & Registration

3.1 By accepting an offer of a place at BIMM University, you are entering into an agreement with us in accordance with these Terms and Conditions.

3.2 Your admission to BIMM University is subject to you complying with the terms of the Contract. If you do not act in accordance with the Contract, or if you do not meet our expectation that you will maintain a standard of conduct, as specified in the Student Code of Conduct, which is not harmful to the work, good order or good name of BIMM University, we may take disciplinary action against you under the Student Disciplinary Procedure. One of the possible outcomes of such an action is that your Contract with us may be terminated in accordance with clause 10.1 below and you may be removed from your course.

3.3 The offer we make to you is subject to you satisfying all necessary legal and academic requirements for admission set out in your offer letter. The offer may be conditional or unconditional. If the offer is conditional, we will set out the conditions you need to fulfil in order to be admitted to the course, in your offer letter. If you have not fulfilled the conditions of your offer before the date notified to you in the offer letter prior to the start of the course, we reserve the right to withdraw the offer.

3.4 It is important that you provide accurate information in your application to study at BIMM University. We may withdraw or amend any offer, without liability to you, if we discover that your application contains material inaccuracies or fraudulent information (including fraudulent payment), or if you are found to have provided misleading information, or omitted key information from your application.

3.5 At our request, you will provide satisfactory evidence of your qualifications (including English language qualifications if required) before admission. Failure to provide such evidence to our reasonable satisfaction before the date notified to you will result in the withdrawal or termination of your offer, the revocation of your registration as a student of BIMM University and/or the termination of the Contract. We will verify the authenticity of documentation required to evidence your qualifications prior to admission as appropriate. You must complete your registration by the end of Week 3 in Semester 1. You will not be able to enrol and commence your studies if you have not met the entry requirements set out

in your offer letter, and if you have not provided certificates/proof of qualifications obtained or payment of fees/confirmation of your student loan.

3.6 If BIMM University withdraws your application, offer, or refuses to enrol you pursuant to clauses 3.3, 3.4 or 3.5, BIMM University reserves the right not to refund any tuition fees paid and/or deposit (if applicable).

4. Your Right to Cancel

4.1 You have the right to cancel the Contract with BIMM University for any reason within fourteen (14) days after the date on which you accepted the offer of a place to study at BIMM Music Institute, Dublin (the "**Cancellation Period**").

4.2 To cancel the Contract, you must give us written notice of your cancellation by contacting dublin@bimm.ie. You can use our Cancellation Form but you do not have to do so.

4.3 If any payment has been made to us and you subsequently cancel the Contract pursuant to your right to cancel as set out in clause 4.1, we will provide you or the person who has made such payment (as the case may be) with a full refund of tuition fees and/or deposit (if applicable) using the same payment method that was used to make the payment. Such refund will be made no later than fourteen (14) days after the date on which you informed us of your decision to cancel the Contract.

4.4 If your course is due to begin within the Cancellation Period (for example, if you have applied through clearing) then, by accepting your offer, you are expressly agreeing that the course should begin within the Cancellation Period. If you then decide to withdraw from your course within the Cancellation Period you may be liable to pay a proportion of your tuition fees, as set out in clause 9.4.

4.5 You may terminate the Contract after the expiry of the Cancellation Period but, in such case, you must do so in accordance with clause 9 of these Terms and Conditions. Depending on when you cancel the Contract (in particular whether it is before or after registration) you may be obliged to pay a proportion of your tuition fees. Further details are set out in clause 9.4.

5. Your Obligations

5.1 You agree to fulfil all the academic requirements of your course in accordance with the Contract, including, but not limited to, submission of course work and other assignments, attendance at examinations, attendance at lectures and seminars and any other such teaching forums provided by us.

5.2 You agree to familiarise yourself with and adhere to BIMM University's rules, regulations and policies. These are all published on our website, and you can also access them directly from the Important Regulations and Information document.

5.3 You agree to comply with our Student Charter, our Student Code of Conduct and the policy on Academic Integrity. Links to all of these documents are set out in the Important Regulations and Information.

5.4 If you are from a country other than the Republic of Ireland, you shall maintain and evidence an immigration status that entitles you to undertake your course and you also agree to comply with BIMM

University's policies, guidance and information regarding international students that can be accessed here.

6. Our Obligations

6.1 We shall deliver your course with reasonable care and skill and as described in the relevant course prospectus in all material respects. The method of delivery for your course will be stated in your offer letter. If we have to change the method of delivery of your course during an academic year, this may constitute a change to your course. Please see clause 11 for further details.

6.2 We shall provide you with tuition and other teaching and learning support and resources associated with your course with reasonable care and skill and we shall provide you with timely feedback on your academic work.

7. Right to Study for Non-EU/International Students

7.1 All students enrolled at BIMM Music Institute Dublin must have the right to study in the Republic of Ireland and continue to have the right to study in the Republic of Ireland throughout their course of study. We recommend all Non-EU students investigate their individual visa requirements for study in the Republic of Ireland directly as the Department of Justice website.

7.2 Regardless of which country you are from, you will need to provide original evidence of your right to study at BIMM Music Institute, Dublin at the point of registration (also known as enrolment). We will also request a copy of such evidence during the application process. If you fail to provide such evidence to us within a reasonable timeframe, we reserve the right to prevent you from registering on your course (without liability to you) or withdraw you from your course in accordance with clause 3.3 and 10.1.6.

7.3 For the avoidance of doubt, BIMM University shall not be responsible for any changes in immigration legislation which result in you no longer being eligible to study at BIMM University (BIMM Music Institute, Dublin).

7.4 For further details, please see BIMM University's Admissions Policy.

8. Tuition Fees & Funding

8.1 Any tuition fees and deposit applicable to your course and information in relation to how to pay for your course, or for modules/units within it, are set out in your offer letter, offer pack and the Important Regulations and Information document.

8.2 There may be additional costs relating to your course which you agree to pay to BIMM University or to a relevant third party (as appropriate). Additional costs include, but are not limited to, costs relating to musical instruments, musical equipment, computers, IT equipment, hiring of music studios and other venues, compulsory texts, materials, printing costs and field trips. Where this is the case, we will make this clear in advance as part of the information provided to you when you are made an offer (see Important Regulations and Information) and on our website.

8.3 If you accept an offer, you agree to pay any applicable tuition fees, deposit (if applicable) and additional costs as and when they fall due, in accordance with your offer letter, offer pack and the Important Regulations and Information document.

8.4 If you do not intend to apply for, or are not eligible for, a student loan/grant (via student loans company or other funding body), full payment of any applicable tuition fees for your course must be received in cleared funds by BIMM University on or before 15th September immediately preceding the start of the academic year, otherwise you may not be able to take up your place on the relevant course.

8.5 In the event that a third-party sponsor has agreed to pay all or part of your tuition fees (as applicable), you remain primarily liable for the payment of any tuition fees, and you should make arrangements to ensure that any tuition fees due have been paid by your third-party sponsor.

8.6 Tuition fees (as applicable) are due for each full year of attendance.

8.7 Details of any applicable tuition fees for the first academic year of the course will be set out in your offer letter.

8.8 Many courses last several years, and BIMM University reserves the right to increase your tuition fees each year, reflecting the changes in costs of delivering your course, improving the educational services we provide to you, and any changes in Government policy or regulation. Cost increases take account of matters such as increased staffing costs, the need to maintain and renew BIMM University's facilities (for example, buildings, IT and library facilities) and inflation. BIMM University therefore reserves the right to increase tuition fees annually to recognise these changes (as set out in clause 8.9 below).

8.9 In any event, a tuition fee increase shall not exceed a 10% (ten percent) increase on the total course tuition fees set out in the offer letter for the same course in question.

8.10 Where tuition fee increases are applied, BIMM University will aim to give affected students no less than three months' written notice before the start of the academic year to which the tuition fee increase is intended to apply.

8.11 If you are unhappy with the increase in tuition fees, you may terminate the Contract and/or withdraw from the course without incurring any liability to us for the increased tuition fees by giving BIMM University notice in accordance with clause 9.2.

8.12 Unless otherwise agreed by us, all fees must be paid by the deadline set out in these Terms and Conditions. We reserve the right to charge interest on a day-to-day basis on tuition fees and other amounts due which are unpaid after such time. BIMM University accepts no liability for bank or card charges incurred by you. You must pay the full tuition fees stated without any deductions.

8.13 If you take a break from your studies or otherwise defer your course or you are required to repeat part or all of your course, the tuition fees charged will be the tuition fees payable for the year that you return to your course or that you repeat (as applicable).

8.14 You are responsible for knowing the exact source of funding of your tuition fees and any applicable VAT or equivalent sales tax. Where unauthorised funds are received into BIMM University's bank account, or where you fail to provide satisfactory information about the payer, then for compliance reasons

(including in relation to the Proceeds of Crime Act 2002 or any such similar applicable legislation) BIMM University may return funds back to the payer, and you will be required to make payment (from a bank account in your own name) to BIMM University immediately. Any return of funds may potentially result in a financial loss to you and/or the payer due to currency exchange losses and/or bank handling fees which BIMM University shall accept no responsibility for.

8.15 Where a debit or credit card payment received by BIMM University is subsequently disputed by the cardholder and BIMM University agrees to return the funds back to the payer, if there is a tuition fee balance owing, you will be required to make payment to BIMM University immediately.

8.16 If you fail to pay your tuition fees as and when they fall due, we reserve the right to withdraw you from your course (without further liability to you) and seek to recover any debts. You may not be allowed to register on your course or, if you have registered, your registration may be suspended or revoked entirely if your tuition fees remain outstanding after the deadline. If your registration is suspended or revoked, you will be prohibited from attending any premises of BIMM University and you will not be permitted to sit examinations, submit assignments, attend classes, access library or computing facilities, or access student records. We reserve the right to refuse progression to subsequent years of study relevant for your course, withhold your results and we will not issue any course certificates or awards to any student who has not paid their tuition fees in full.

8.17 Any claims for refunds and compensation will be processed in accordance with these Terms and Conditions and our Student Protection Plan. Any refunds and compensation will be payable in accordance with the original payment method.

9. Withdrawal, Deferral & Intermission

9.1 You may withdraw from BIMM University and terminate your registration and the Contract at any time. On termination of your registration in accordance with this clause 9, you may remain liable to pay your tuition fees and any other amounts due, pursuant to clause 9.4.

9.2 To withdraw from BIMM University you must complete and submit a Withdrawal Form, which is available from your Student Wellbeing Team. Notice shall take effect on submission of the Withdrawal Form.

9.3 For the avoidance of doubt, "**Withdrawal**" is to leave the course for reasons other than those related to clauses 8.11 (increased fees) or clauses 11.1 to 11.11 (changes to courses and modules), without the intention of returning in the future. "**Deferral**" is a temporary postponement of studies from the end of one academic year to the beginning of another (taking a year out of your studies). Deferral is normally only permitted for one academic year. Further information is set out in the Undergraduate Academic Regulations and Postgraduate Academic Regulations (see also the Important Regulations and Information document).

9.4 If you Withdraw from your course during the Cancellation Period (but have received teaching during the Cancellation Period) or after the Cancellation Period has expired, your fees will be revised based on the date you withdraw, as set out in the table below:

Date/week of termination/withdrawal	Tuition fees due	Deposit
Within the Cancellation Period	No tuition fees due and any tuition fees paid will be refunded in full (minus any deduction for teaching received during the Cancellation Period).	Refunded
Semester 1		
Weeks 1 to 5	0% of annual tuition fees due	Not refunded
Weeks 6 to 15 (plus the winter break)	50% of annual tuition fees due	Not refunded
Semester 2		
Weeks 16 to 20	75% of annual tuition fees due	Not refunded
Weeks 21 to 30	100% of annual tuition fees due	Not refunded

9.5 For the avoidance of doubt, "**Intermission**" is a period of temporary postponement of studies from an agreed point in one academic year to the same point in the next academic year. Intermission is normally only permitted for a maximum period of twelve months. In the event of Intermission, no refund or part refund of the tuition fees will be given. You will be required to pay full tuition fees in the academic year in which you return.

9.6 If you withdraw, defer or request an intermission, this may have an impact on your immigration status and you should contact immigration@bimm.co.uk before taking any action.

10. BIMM University's Right to Terminate

10.1 BIMM University may withdraw your offer and/or terminate your Contract and withdraw you from your course if:

10.1.1 you do not pay the tuition fees in accordance with these Terms and Conditions;

10.1.2 you have failed to meet the conditions of your offer;

10.1.3 you do not complete your registration at the beginning of the course, or you fail to re-register at the beginning of an academic year;

10.1.4 you have provided false, incomplete, inaccurate or misleading information in your application to BIMM University or at any other time;

10.1.5 you fail to provide satisfactory evidence of your qualifications before admission;

10.1.6 you do not meet your obligations within your visa, or you no longer have permission to study in the Republic of Ireland;

10.1.7 you have poor attendance at lessons and engagement with assessment (further details set out in the Student Engagement Policy);

10.1.8 you fail to meet the progression requirements and have exhausted opportunities to retrieve credit;

10.1.9 you are found guilty of a serious breach of our regulations at a disciplinary hearing;

10.1.10 a fitness to study panel finds that you are unable to continue your studies due to illness, including mental health issues;

10.1.11 you exceed the maximum registration period for your course;
10.1.12 you fail to return after a period of Intermission or Deferral;
10.1.13 you are found guilty of academic misconduct;
10.1.14 you do not comply with the Student Code of Conduct, and we take disciplinary action against you under the Student Disciplinary Procedure; or
10.1.15 you fail to comply with your obligations under these Terms and Conditions in any material respect.

10.2 BIMM University will not terminate this Contract without good cause and consultation with you. Provided any action is taken to terminate the Contract in accordance with our policies and procedures, we shall not be liable for any loss or damage which you may suffer as a result. Depending on the circumstances we may also be entitled to take legal action against you.

10.3 On termination of the Contract by BIMM University you are liable for any outstanding tuition fees and any other amounts due.

11. Changes to Courses & Modules

11.1 BIMM University makes every effort to ensure that the information provided to you about your course is correct, and that we do not omit informing you about important information that might affect your decision to study at BIMM University. Due to the time period between prospectus publication and registration on your course, circumstances may change due to factors beyond our reasonable control and therefore it may sometimes be necessary to vary the content of the course or modules or services (including the mode of delivery) as described in the prospectus (at the date of your offer letter), or cancel a course in its entirety.

11.2 We will use reasonable endeavours to ensure that changes are kept to a minimum, but if we need to make any material changes to your course (as described in your offer letter and/or relevant prospectus) before you register at BIMM University, we shall bring the changes to your attention as soon as possible. If you reasonably believe that the proposed changes will have a material prejudicial effect on you, you may either terminate the Contract and/or withdraw your application for the course without any liability to us for tuition fees, or transfer to another course (if any) as may be offered by us for which you are qualified.

11.3 Examples of where changes may be made or required are (without limitation):

11.3.1 where changes are in students' overall interests, for example because of developments in teaching practice or technology, new assessment methods, or where a campus redevelopment or restructuring means that teaching locations change to a different site;

11.3.2 where regulatory or government requirements mean that changes must be made to ensure compliance. Examples include changes to how BIMM University is required to operate because of changes to a professional body's requirements or changes to immigration rules or other laws/regulations;

11.3.3 where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements are provided;

11.3.4 where BIMM University decides for academic or operational reasons to revise the compulsory or optional modules that are available on your course; and/or

11.3.5 due to factors beyond our reasonable control, it may sometimes be necessary to vary the content of the course or modules or services as described in the course prospectus.

11.4 BIMM University is committed to providing appropriately qualified staff to teach the course, but it does not commit to ensuring that any individual will teach on any given course. Where these members of staff leave BIMM University, take leave or are otherwise become unavailable to teach then they will be replaced by either existing or new staff appointed by BIMM University.

11.5 Once you have accepted your offer, whilst we will use all reasonable efforts to deliver your course in accordance with the Contract, circumstances may arise where we are required to close your course. Examples of where course closure may be made or required are (without limitation):

11.5.1 where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements cannot be provided. This might be where the member of staff concerned has a particular specialism which cannot be adequately covered by other members of BIMM University's staff, or by other resources (e.g. temporary staff) that BIMM University would normally engage in such circumstances;

11.5.2 where a teaching location becomes unavailable due to an event outside our reasonable control as further set out in clause 13.5; or

11.5.3 there are an insufficient number of students enrolled on the course meaning the continued running of the course is financially unviable.

11.6 BIMM University's Student Protection Plan sets out what you should expect to happen should your chosen course or BIMM University closes, including arrangements that would be put in place to enable you to complete your studies.

Changes to your course prior to your registration as a student

11.7 We will use reasonable endeavours to ensure that we deliver all courses as described in the prospectus. However, if we have to make any substantial changes to your course (as against the commitments made in the course prospectus and as reasonably determined by us), or if we have to postpone the start date or cancel a course we will notify you of such changes or postponement or cancellation as soon as possible and will use reasonable endeavours to offer you a place on a suitable replacement course for which you are qualified.

11.8 If you are unhappy with the replacement course offered by us or if we are unable to offer a suitable replacement course, you may terminate the Contract and/or withdraw your application for the course without any liability to us for tuition fees and we will issue you with a full refund of any and all tuition fees you have paid.

11.9 If you agree to transfer to such other course as may be offered to you by BIMM University (and for which you have the necessary qualifications), and the course has a higher tuition fee rate than the course you

accepted your offer for, you will not be charged the higher tuition fee rate and instead you will only be liable to pay the tuition fee rate for the course you initially accepted your offer for..

Changes to your course after registration as a student

11.10 Once you have registered as a student of BIMM University we will use reasonable endeavours to deliver your course in accordance with the Contract. However, if we need to discontinue your course because of the reasons outlined in clauses 11.3 and 11.5, we will inform you as soon as is reasonably practicable and we will take all reasonable steps to minimise disruption to students and to transfer you, with your consent to a suitable replacement course for which you are qualified at BIMM University.

11.11 If you are unhappy with the material change(s) to your course, you may terminate the Contract and withdraw from the course by giving BIMM University notice in accordance with clause 9.2 and without incurring any further liability to us for tuition fees and you shall be entitled to a refund of all tuition fees paid to date.

11.12 In circumstances where it is necessary to make a substantial change to your course after registration as a student (as against the commitments made in the course prospectus and as reasonably determined by us, such as the nature of the award, a substantial aspect of the curriculum, changes to the educational purpose of a course or changes to the mode of delivery of a course), we will notify you as soon as possible of such substantial changes and we will consult with the affected students (where consultation is possible and appropriate) to seek their views on the changes/proposals and any potential alternatives or steps to minimise the impact on students. Changes to the availability of option modules, or changes which are to students' benefit will not normally be "substantial". If you are unhappy with the substantial change(s) to your course, we may offer you a suitable alternative course for which you are qualified (at no additional cost to you). If you are unhappy with the alternative course we offer you or we are unable to offer you a suitable alternative course, you may terminate the Contract and withdraw from the course by giving BIMM University notice in accordance with clause 9.2 and without incurring any further liability to us for tuition fees and you shall be entitled to a refund of all tuition fees paid to date.

11.13 We reserve the right to vary minor elements of your course from that described in the prospectus and/or your offer letter. Minor variations may include changes of module title, changing a module from compulsory to optional as well as minimal variations to module content. Such minor and material variations will be made to improve the quality of educational services and ensure the student experience; to meet the latest requirements of a commissioning or accrediting body in response to student feedback; to respond effectively to, or as a result of academic staffing changes, changes to BIMM University's regulations, a lack of student demand for certain modules, operational or academic changes; to comply with Government guidance; or as a result of factors beyond our reasonable control. How we notify you will depend on the nature of the changes but, in any event, such changes will be published in the updated course information on our website.

Option Modules

11.14 The option modules available on your course are subject to variation dependant on minimum numbers of students (normally 15) for each module and the availability of expert staff and module specific resources at your BIMM Music Institute, Dublin. We will ask you to choose your option modules towards the end of the academic year during the first and second years of your course and you may be required

to choose new option modules if any that you have selected will not be available. Once this process is completed, we will confirm your final options to you in writing.

Other consequences of changes to your course

11.15 If you choose to cancel the Contract in accordance with clauses 11.1 to 11.11 we will use reasonable endeavours to assist you in finding an alternative comparable course with another Higher Education provider.

11.16 If you choose to cancel the Contract in accordance with clauses 11.1 to 11.13, you may be entitled to compensation pursuant to our Student Protection Plan.

12. Online provision of courses

12.1 If, and to the extent that any part of the course is delivered online as per your offer letter, or if we are forced to move to an online delivery mode due to factors beyond our reasonable control, then the following provisions of this clause 12 shall apply.

12.2 If any part of the course is delivered online, it shall be delivered using BIMM University's virtual learning platform (Canvas). When you register to access our virtual learning platform for the first time, you may be required to accept the platform's terms of use. We will provide you with information on how to access the virtual learning platform prior to commencement of the course.

12.3 You will only be allowed to use the content of the virtual learning platform for your own personal learning and will not be allowed to adapt it, or use it for any other purpose other than your own learning in relation to your course. You are not permitted to distribute any content to anybody else or to use the virtual learning platform for any other purpose.

12.4 The costs of any equipment and internet access required for the online provision of any part of your course is not included in the fees and this will be your responsibility. You will also be responsible for checking any materials, equipment and other devices intended to be used for the online provision of any part of your course is compatible with the specification requirements of the course.

12.5 You should keep separate copies of any work uploaded to the virtual learning platform as part of the provision of online deliver for any part of your course. To the extent permitted by law, BIMM University accepts no liability whatsoever for any loss, destruction or corruption of data or content uploaded to the virtual learning platform.

13. Liability

13.1 Subject to the remainder of this clause 12, BIMM University (including its staff and/or representatives) shall have no liability to you for any loss, damage, costs or expenses arising under or in connection with the Contract except where such loss or damage is directly caused by BIMM University (or its staff or representatives). BIMM University shall not be liable for any loss or damage which was not foreseeable. Losses are foreseeable if they are an obvious consequence of BIMM University's breach of the Contract.

13.2 While we take reasonable care to ensure the safety and security of students at our colleges, we cannot accept responsibility and expressly exclude liability for loss or damage to students' personal property (including but not limited to computer and IT equipment, software, bicycles and vehicles), including any financial or other consequential loss where such loss or damage is a result of theft, fire, flood, computer

virus or any cause related to our computer facilities, or any other cause, except where such loss or damage is caused by our negligence. It is recommended that you insure personal property against such risk of loss and damage.

13.3 We shall not be held responsible for any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of BIMM University.

13.4 Notwithstanding any other provision in the Contract, nothing shall exclude or restrict BIMM University's liability for death or personal injury resulting from its negligence or fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.

13.5 We shall not be liable to you in any manner whatsoever for any failure or delay, or for the consequences of any failure or delay, in performance of our obligations under the Contract, if such failure or delay is due to any event beyond our reasonable control (including, but not limited to strikes, lockouts or other industrial action, acts of God, severe weather, natural disasters, pandemic, quarantine or widespread illness, war, protest, riot, civil disorder or unrest, fire, explosion, an actual, suspected or threatened act of terrorism, national emergencies, any restrictions imposed by government or public authorities, breakdown of plant or machinery, actions or default of placement providers or default of suppliers or sub-contractors). In such circumstances, we shall take reasonable steps to minimise any disruption to students, which may include (but is not limited to) the following:

13.5.1 altering timetables to reschedule classes;
13.5.2 changing elements of the course to enable us to deliver; and
13.5.3 changing the delivery method or delivery location of the course.

13.6 If we make any changes to your course to mitigate the effect of an event outside of our reasonable control as set out in clause 13.5 and such a change is a substantial change, if you are unhappy with the substantial change to your course, we may offer you a suitable alternative course for which you are qualified (at no additional cost to you). If you are unhappy with the alternative course we offer you or we are unable to offer you a suitable alternative course, you may terminate the Contract and withdraw from the course by giving BIMM University notice in accordance with clause 9.2 and without incurring any further liability to us for tuition fees and you may be entitled to a refund of all tuition fees paid to date and/or compensation as set out in clause 11.6, depending on the circumstances.

14. Intellectual Property

14.1 "**Intellectual Property Rights**" means any patent, rights to inventions, copyright and related rights, performers' property rights, trademarks, trade names, domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information, and other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

14.2 Any Intellectual Property Rights developed by you during your course of study at BIMM University shall be governed by the Student Intellectual Property Policy.

14.3 By registering on a course, you authorise BIMM University and any associated company to publish photography, video content and any other materials produced by you relating to your course of study with BIMM University in all territories for the purposes of publicity and promotion without restriction.

15. Complaints

15.1 If you have a complaint about an admissions decision or an aspect of the admissions process, please follow our Applicant Complaints Procedure.

15.2 Once you have registered as a student of BIMM University, if you have a complaint about us, please follow the Student Complaints Procedure. This is detailed here and can also be accessed from the Important Regulations and Information document. If, having followed the complaints procedure to completion, you remain dissatisfied you have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education.

16. Data Protection

16.1 We will process your personal data in accordance with the General Data Protection Regulation (GDPR) and our Student Data Protection Policy. This can also be accessed from the Important Regulations and Information document. We may share your personal data with third parties, which we will do in accordance with our policy on data protection.

16.2 Once you are registered as a student of BIMM University, we are required to collect and provide information to certain external agencies including the Higher Education Statistics Agency, whose data protection notice can be found here.

16.3 After you complete your studies, we will retain basic registration details, results, any discipline records and your address, and any information that may be required in relation to matters that are still outstanding. Basic information will also be passed to our Alumni Support Team to create an alumni database. The remaining information will be destroyed.

17. General

17.1 The Contract constitutes the entire agreement between you and BIMM University and supersedes all previous agreements between you and BIMM University, whether written or oral.

17.2 The Contract is personal to you, and you may not transfer any of your rights or obligations under the Contract to another person.

17.3 The Contract is between you and us and no other person shall have any rights to enforce any of its terms.

17.4 Each of the paragraphs of these Terms & Conditions operate separately. If a court decides that any of them is unlawful the remaining paragraphs will remain in full force and effect.

17.5 If we do not insist immediately that you do anything that you are required to do under these Terms and Conditions, or we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us from taking steps against you at a later date.

17.6 Any notice given under the Contract shall be in writing. We shall send any notice to you either to your term-time address or your home address or by email to your BIMM University email address. Unless otherwise stated in these Terms & Conditions, you must send any notices by email to financeenquiries@bimm.ac.uk marked for the attention of the Chief Finance Officer.

17.7 The Contract and any dispute or claim arising out of or in connection with it shall be governed by the laws of the Republic of Ireland and you can bring legal proceedings in the courts of the Republic of Ireland.