

Level 6 Professional Performing Arts Diploma Student Contract Terms & Conditions

1. Introduction

- 1.1 This document governs the relationship between you and BIMM University Limited (“**BIMM University**”, “**The 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**”).
- 1.2 BIMM University Limited is a private company limited by shares incorporated in England and Wales with registered number **06347465** and its registered office is at 38-42 Brunswick Street West, Hove, East Sussex, United Kingdom, BN3 1EL.
- 1.3 These Terms and Conditions apply following acceptance of an offer of a place on the following courses at:
- Performers College (Essex):
 - Professional Performing Arts Diploma in Dance
 - Professional Performing Arts Diploma in Musical Theatre
 - Institute for Contemporary Theatre (ICT Manchester) (delivered by Northern Ballet School):
 - Professional Performing Arts Diploma in Dance
- 1.4 In addition to this document, the following documents also form part of the Terms & Conditions, and you agree to observe them:
- Your offer letter.
 - Details of your course (which will be sent to you with your offer letter) and subject at all times to clauses 1.5 and 12, as it may be updated from time to time by us; and
 - The University’s rules, regulations and policies and subject at all times to clauses 1.5 and 12, as it may be updated from time to time by us; and
 - The University’s policies, guidance and information regarding international students (details of which will be sent to you with your offer letter) and subject at all times to clauses 1.5 and 12, as it may be updated from time to time by us.
- 1.5 We will always inform you directly via email of any changes to your course or regulations and will endeavour to do so before teaching starts each academic year.
- 1.6 It is important that you familiarise yourself with and abide by our rules, regulations and policies, as they illustrate your responsibilities as a student of the University and our responsibilities to you as a provider of educational services.
- 1.7 If there is any inconsistency between any of the provisions in this document and the provisions of any other document forming part of the Terms & Conditions, the provisions of these Terms & Conditions shall prevail.

2. Accessibility

- 2.1 Should you require these documents in another format, please contact either: admissions@performerscollege.co.uk or admissions@ictheatre.co.uk

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 (the “**Contract**”).
- 3.2 Your admission to the 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 11.1 below and you may be removed from your course.
- 3.3 We may withdraw or amend any offer, without liability to you, if we discover that your application contains material inaccuracies or fraudulent information or if you are found to have omitted key information from your application.

4. Your Right to Cancel

- 4.1 You have the right to cancel the Contract within fourteen (14) days after the date on which you accepted the offer of a place.
- 4.2 To cancel the Contract, you must give us written notice of your cancellation by contacting admissions@performerscollege.co.uk.
- 4.3 If any payment has been made to the University 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.
- 4.4 You may terminate the Contract after the expiry of the fourteen (14) day period referred to in clause 4.1, but in such case, you must do so in accordance with clause 10 of these Terms and Conditions.

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 the University.

5.2 You agree to familiarise yourself with and adhere to our rules, regulations and policies, all of which are published [here](#) on our website.

5.3 You agree to comply with our [Student Charter](#), our [Student Code of Conduct](#) and [FE Academic Misconduct Policy](#).

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.

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 in the UK & International students

7.1 All students enrolled at the University must have the right to study in the UK throughout their course of study.

7.2 Regardless of which country you are from, you will need to provide original evidence of your right to study in the UK at the point of registration. We will also request a copy of such evidence during the application process.

7.3 If you are subject to UK immigration control, and where the UK government requires us to obtain it, you will need to provide original evidence of your valid immigration status (typically a passport and evidence of your immigration permission) confirming that you have the right to study in the UK at the point of registration. We will also request a copy of such evidence during the application process. If you are subject to UK immigration control, you will need to continue to hold valid immigration status confirming that you have the right to study throughout your course and we will require evidence from you. Such evidence must be provided at the start of each academic year. If you hold limited permission to remain which is due to expire during your course, you will be required to demonstrate to us that you have obtained further permission to remain or, where relevant, Indefinite Leave to Remain. If you fail to provide such evidence to the University 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.

7.4 All students who are subject to conditions of stay in the UK agree to abide by those conditions. Failure to abide by conditions of stay may lead to a withdrawal. Information on conditions of stay relevant to your particular immigration status can be found at: <https://www.gov.uk/browse/visas-immigration>.

7.5 For further details, please refer to your offer letter and please also see the relevant admissions policy: [Performers College Admissions Policy](#); or [ICTheatre Admissions Policy](#)

8. Funded Students

- 8.1 Only registered students can be considered for a Dance and Drama Award (DaDA). Information on the Awards can be found [here](#). As per the Education & Skills Funding Agency ("ESFA") guidelines, no provisional Awards will be offered before 1st March each year in any circumstances.
- 8.2 If you are aged 16-23 at the start of the academic year and your place on the Trinity Diploma course is funded by a DaDA ("Funded Students"), you may not be liable to pay any tuition fees to us as your studies will be funded by the ESFA. Some DaDA students may be required to make a contribution towards their tuition fees; this will be based on your household income. You should be informed of the amount, and the required payment date(s) in writing, by us once your income assessment has been completed.
- 8.3 Funded Students (as defined above) are legally required to stay in education or training until the age of eighteen: <https://www.gov.uk/know-when-you-can-leave-school>
- 8.4 DaDA funding cannot be used to support students undertaking Higher Education (HE) degree courses at institutions or any other qualifications the institution may deliver.
- 8.5 There may be additional costs relating to your course which you agree to pay to us or to a relevant third party (as appropriate). Additional costs include, but are not limited to, costs relating to dancewear and equipment, computers, IT equipment, 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. This information is also on our websites:
- [Performers College Essential Documents](#)
 - [ICTheatre Essential Documents](#)

9. Non-Funded Students

- 9.1 If you are not offered a DaDA or are aged 23 or over when you begin your studies with us, then you will not be eligible to have your tuition fees funded by the Education and Skills Funding Agency (ESFA) and you must pay your tuition fees privately for your course ("**Non-Funded Student**"). The tuition fees applicable to your course and information in relation to how to pay for your course, or for units within it, are set out in your offer letter and [on our website](#).
- 9.2 The Trinity College London Professional Performing Arts Diploma is optional for non-funded students. Should you choose not to undertake this qualification, you would receive the Diploma in Dance or Diploma in Musical Theatre, upon graduation. The cost for the Trinity College London Diploma qualification for 2022/2022 was £645.00, payable in instalments of £215.00 per academic year, however, this is subject to change – students will be notified of this price before they start their studies.

- 9.3 Should funding become available after the commencement of the year (e.g. If a funded student were to leave the course), only students enrolled on the Trinity College London Diploma, as explained in 9.2, would be eligible to be considered for DaDA Funding. You must have registered for the Trinity College London Diploma qualification prior to enrolment in the first academic year.
- 9.4 There may be additional costs relating to your course which you agree to pay to the University or to a relevant third party (as appropriate). Additional costs include, but are not limited to, costs relating to dancewear and equipment, computers, IT equipment, 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. This information is also on our [website](#).
- 9.5 If you accept an offer, you agree to pay all tuition fees and additional costs as and when they fall due, in accordance with the payment terms agreed by you and us.
- 9.6 Full payment of the tuition fees for your course must be received in cleared funds by the University on or before 15th August immediately preceding the start of the academic year, otherwise you may not be able to take up your place on the relevant course. You can also make termly, or monthly payments if you prefer. Please contact financeenquiries@bimm.co.uk if you wish to take up this option.
- 9.7 If requested by us, you will arrange for a guarantor acceptable to the University to enter into an agreement with us whereby the guarantor guarantees the payment of your tuition fees and any other amounts due to us.
- 9.8 In the event that a third-party sponsor has agreed to pay all or part of your tuition fees, you remain primarily liable for the payment of the tuition fees and you should make arrangements to ensure that the tuition fees have been paid by your third-party sponsor.
- 9.9 Tuition fees are due for each full year of attendance. If you attend only part of a year you may still be charged the full year rate.
- 9.10 Unless otherwise agreed by us, all fees must be paid by the deadline set out in these Terms & 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.
- 9.11 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. Non-Funded Students may not be allowed to register on their course or, if they have registered, may be expelled should their tuition fees remain outstanding after the deadline. We reserve the right to 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.

10. Withdrawal & Deferral

- 10.1 This section only applies to you if you are a Non-Funded Student (as defined above).
- 10.2 You may withdraw from the University and terminate your registration and the Contract at any time. On termination of your registration in accordance with this clause 10 you will remain liable to pay your tuition fees and any other amounts due.
- 10.3 To withdraw from your course, you must complete and submit a Withdrawal Form, which is available from your Student Support Team. You will be asked to attend a meeting with our staff to discuss your withdrawal. Notice shall take effect after this meeting is held.
- 10.4 For the avoidance of doubt, “**Withdrawal**” is to leave the course for reasons other than those related to clauses 12.1 to 12.4, 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 only permitted for one academic year and you may not be eligible for repeat funding. More details on DaDA funding and eligibility can be found [here](#).
- 10.5 In the event of your Withdrawal from the course on or after the last day of the fifth (5th) week of the first term, no refund or part refund of the total tuition fees for the course will be given, and you will remain liable for any balance of the tuition fees not received if you are a Non-Funded Student.”

11. Our Right to Terminate

- 11.1 We may withdraw your offer and/or terminate your Contract and withdraw you from your course if:
- you do not pay the tuition fees;
 - you have failed to meet the conditions of your offer;
 - you do not complete your enrolment at the beginning of the course or you fail to re-enrol at the beginning of an academic year;
 - you have provided false, incomplete, inaccurate or misleading information in your application to BIMM University or at any other time;
 - you fail to provide satisfactory evidence of your qualifications before admission;
 - you are from a country outside of the UK, studying under Student Route, and:
 - a) you fail to comply with your obligations under a Student visa and/or you fail to assist the University in discharging its obligations as a Sponsor Licence holder;
 - b) UKVI, OfS or any other government organisation requires us to terminate our sponsorship of your Student visa;
 - c) you cease to hold valid immigration status confirming that you have the right to study in the UK or fail to provide evidence to us when required;
 - d) you breach the conditions of your stay or we have reason to believe that you have breached the conditions of your stay;
 - you have poor attendance at lessons and engagement with assessment;

- you fail to meet the progression requirements;
- you are found guilty of a serious breach of our regulations at a disciplinary hearing;
- a fitness to study panel finds that you are unable to continue your studies due to illness, including mental health issues;
- you fail to return after a period of Deferral;
- you breach these Terms and Conditions in any material respect.

11.2 We 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.

11.3 On termination of the Contract by us you are liable for any outstanding tuition fees for the year and any other amounts due. We may at our discretion refund all or part of the tuition fees.

12. Changes to your Course

12.1 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 services as described in the prospectus. 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 the University, we shall bring the changes to your attention as soon as possible and 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 provided that if you are under the age of 18 you must make other arrangements to stay in education or training.

12.2 We will use reasonable endeavours to deliver all courses as described in the relevant prospectus. However, we reserve the right to cancel a course if there are not sufficient student registrations to make a course viable. If you have received an offer for any course described in the prospectus, but we discontinue the course prior to you registering with us, we will notify you as soon as possible. You may terminate the Contract and/or withdraw your application for the course without any liability to us for tuition fees, provided that if you are under the age of 18 you must make other arrangements to stay in education or training.

12.3 Once you have registered as a student of the University we will use reasonable endeavours to deliver your course in accordance with the Contract. However, if we need to discontinue your course due to matters beyond our control, we will inform you as soon as is reasonably practicable and will use reasonable endeavours to transfer you to a suitable replacement course for which you are qualified. If you are unhappy with the replacement course, or if we are unable to offer a suitable replacement course, you may terminate the Contract and/or withdraw from the course without incurring any further

liability to us for tuition fees, provided that if you are under the age of 18 you must make other arrangements to stay in education or training. If you are a Non-Funded Student, you shall be entitled to a refund of all tuition fees paid to date.

12.4 Following suitable consultation with affected students, in circumstances where it is necessary to make a material change to your course (such as the nature of the award or in relation to a material aspect of the curriculum), we will notify you as soon as possible. If you are unhappy with the material change(s) to your course, you may terminate the Contract and withdraw from the course without incurring any further liability to us for tuition fees, provided that if you are a Funded Student you must make other arrangements to stay in education or training. If you are a Non-Funded Student, you shall be entitled to a refund of all tuition fees paid to date.

12.5 We reserve the right to vary minor elements of your course from that described in the prospectus and/or your Offer Letter in order to improve the quality of educational services and ensure the student experience, in order to meet the latest requirements of a commissioning or accrediting body, or in response to student feedback. 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.

12.6 If you choose to cancel the Contract in accordance with clauses 12.1 to 12.4 we will use reasonable endeavours to assist you in finding an alternative comparable course with another provider in the UK (noting paragraph 9.3, that for DaDA funded students, funding is not transferable between institutions).

13. Liability

13.1 Subject to the remainder of this clause 13, the 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 us (or our staff or representatives). We shall not be liable for any loss or damage which was not foreseeable. Losses are foreseeable if they are an obvious consequence of the University's breach of the Contract.

13.2 Where such loss or damage is directly caused by the University (or our staff or representatives), our liability shall, subject to clause 13.5, be limited to 100% of all tuition fees payable by you to the University.

13.3 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.

- 13.4 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 the University.
- 13.5 Notwithstanding any other provision in the Contract, nothing shall exclude or restrict our 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.
- 13.6 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.

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 the University and any associated company to publish photography, video content and any other materials 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 complaints procedure, which is detailed [here](#).

16. Data Protection

- 16.1 We will process your personal data in accordance with the General Data Protection Regulation (GDPR) and our [Data Protection Policy](#).
- 16.2 We may share your personal data with third parties, which we will do in accordance with our policy on data protection.
- 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 Development and Alumni Relations Office 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 BIMM University and no other person shall have any rights to enforce any of its terms.
- 17.4 Each of the paragraphs of these Terms and Conditions operate separately. If a court decides that any of them are 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, 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. 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 Director of Finance.
- 17.7 The Contract and any dispute or claim arising out of or in connection with it shall be governed by English law and you can bring legal proceedings in the English courts. If you live in Scotland, you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in either the Northern Irish or the English courts.