

**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
 - Performers College (Manchester) (delivered by Northern Ballet School):
 - Professional Performing Arts Diploma in Dance
- Any references to BIMM University shall include references to Performers College or Northern Ballet School.
- 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 11, 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 11, 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 11, 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 admissions@bimm.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 10.1 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 (the offer is not finalised until successful completion of any required auditions).
- 4.2 To cancel the Contract, you must give us written notice of your cancellation by contacting admissions@bimm.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 9 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, which are published [here](#) on our website.
- 5.3 You agree to comply with our [Student Charter](#), our [Student Code of Conduct](#) and [Academic Integrity 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 BIMM 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 (also known as enrolment). We will also request a copy of such evidence during the application process.
- 7.3 BIMM University has a duty as a licensed sponsor to verify that you have immigration permission to study in the UK. 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 stay or, where relevant, Indefinite Leave to Remain or settlement. 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 11.1.5.

- 7.4 If you require a visa or permission to stay in the UK to study at BIMM University, it is your responsibility to obtain the appropriate status before commencing your course. By agreeing to these Terms and Conditions, you also agree to abide by the terms and conditions of your immigration permission throughout the course. Failure to abide by conditions of stay may lead to a withdrawal of sponsorship of your Student status. Information on conditions of stay relevant to your particular immigration status can be found at:
<https://www.gov.uk/browse/visas-immigration>.
- 7.5 UK Visas and Immigration (“UKVI”) grants BIMM University an allocation of Confirmation of Acceptance for Study (CAS) on an annual basis. We may assign CAS to students making an application for a UK visa or permission to stay under the Student Route following an assessment of the applicant conducted by the University. BIMM University is under no legal obligation to issue an applicant or student with a CAS.
- 7.6 If BIMM University sponsors you under the Student route, you agree to comply with the conditions of your stay in the UK and you agree to make relevant notifications to BIMM University. BIMM University complies with UKVI’s rules for Sponsor Licence holders and is required to provide UKVI with information about students it sponsors, including failure to register on the nominated course, failure to engage or attend classes without permission, any concerns about students working illegally in the UK or who are otherwise breaching their conditions of stay. You agree to BIMM University providing UKVI with any information required pursuant to BIMM University’s status as a Sponsor Licence holder, or as otherwise requested by UKVI or any other government organisation in relation to UK immigration control. You must inform BIMM University immediately if there are any changes whatsoever to your details or immigration status, or any other circumstances, at any time before or after registration, and during your course.
- 7.7 Non-compliance with the conditions of your immigration status could also result in the cancellation of your status, fines and/or a ban on entry to the UK by the UK government. The UK government has clear restrictions on the rights of non-British and non-Irish nationals to work in the UK. In particular, undertaking self-employed work in the UK while on the student route is not permitted. BIMM University is legally obliged to report to the Home Office any instances of students breaching their conditions by working, and any such reports are likely to lead to the cancellation of the student status.
- 7.8 If you lack the required permission to study in the UK, or you fail to demonstrate that you have the correct immigration permission, or to comply with any immigration conditions, BIMM University may: refuse to admit, enrol or re-enrol you, or may, on written notice, withdraw your sponsorship, or suspend or terminate your studies. If the offer is withdrawn, BIMM University refuses to register you, your registration is terminated or if you choose to withdraw from your studies, this could affect the validity of your immigration status and your ability to enter, study, work and/or remain in the UK.

- 7.9 On occasion, BIMM University may need to contact UKVI to clarify details on outstanding status applications and previous immigration history. Any such contact or related sharing with UKVI of your personal data will be carried out in accordance with the data protection legislation. Please refer to BIMM University's [Student Data Protection Policy](#) for more information about how BIMM University processes your personal data.
- 7.10 Where a sponsored student takes a temporary leave of absence (an "intermission"), BIMM University may be required to report the intermission to UKVI and the student's status in the UK may be cancelled in accordance with UK government requirements. Sponsored students affected in this way will be required to obtain new status at their own expense before returning to BIMM University following their intermission.
- 7.11 For the avoidance of doubt, BIMM University shall not be responsible for any changes in UK immigration legislation which result in you no longer being eligible to study at BIMM University.
- 7.12 For further details, please refer to your offer letter and please also see:
7.12.1 Information for International Students
<https://www.bimm.ac.uk/study/international-students/visa-information/>;
[BIMM University Admissions Policy](#)
- 7.13 **Circumstances under which you are eligible for a full refund of your first-year tuition fee for 'overseas' students**
If you are classed as an overseas student for fees purposes, you are required to pay your first year's tuition fees up front (in accordance with clause 8.11) and you will, without prejudice to your other rights under the Contract, be entitled to a full refund of your first year's tuition fees if:
7.13.1 your Student visa or application to stay in the UK is refused or delayed because of our acts or omissions and through no fault of your own; or
7.13.2 your Student visa or application to stay in the UK is refused or delayed because of UKVI's acts or omissions and through no fault of your own.
- 7.14 **Applying for a refund of your first-year tuition fee before a CAS is assigned to you, if you are an 'overseas' student**
If you are classed as an overseas student for fees purposes and you have paid your first year's tuition fee in accordance with clause 8.11, subject to clause 7.15 and without prejudice to your other rights under the Contract, you will be entitled to a full refund of your first year's tuition fees less an administration fee of £500 if:
7.14.1 your Student visa or application to stay in the UK is refused for reasons other than those listed in clause 7.3.1, 7.13.2 and 7.16.1;
7.14.2 you withdraw from the course before the start of the academic year for exceptional reasons outside of your control (as determined by us), which may include but are not limited to illness or bereavement of an immediate family member; or
7.14.3 you fail to meet the conditions in your offer letter.

7.15 Applying for a refund of your first-year tuition fee before a CAS is assigned to you, if you are an 'overseas' student

If you withdraw for any of the reasons listed in clause 7.14 after a CAS is assigned to you, you will, without prejudice to your other rights under the Contract, be entitled to a full refund of your first year's tuition fees less an administration fee of £1,500.

7.16 Withdrawing from the Course as a result of breaching your obligations and applying for a refund of your first year tuition fee for 'overseas' students

If you are classed as an overseas student for fees purposes and you have paid the tuition fee in accordance with clause 8.5, you will, without prejudice to your other rights under the Contract, be entitled to a full refund less an administration fee of £1,500 if:

- 7.16.1 your Student visa or application to stay in the UK is refused because it was deemed fraudulent or because of any of your acts or omissions;
- 7.16.2 you receive your Student visa or permission to stay in the UK after the end of week 3 of the first academic semester and we decide you need to defer your studies to the next academic year;
- 7.16.3 your offer to study at BIMM is withdrawn in accordance with clause 3.4;
- 7.16.4 you fail to fulfil your obligations under clause 3.5; or
- 7.16.5 you cancel the Contract for any reason other than those included in clauses 7.13 to 7.15.

7.17 Applying for a refund of Your first year tuition fee in other circumstances for 'overseas' students

If you receive your student visa or you are granted permission to stay in the UK after the start of the academic year but before the end of week 3 of the academic semester you will not be entitled to a refund as you will still be eligible to register for the course.

If you withdraw from the course after the start of the academic year and you apply for a refund, your withdrawal and any rights to a refund will be determined in accordance with the terms of clause 9.5.

7.18 How to apply for a refund of your first-year tuition fee for 'overseas' students

All refund requests must be submitted in writing to financeenquiries@bimm.co.uk with the subject title 'Tuition Fee and Deposit Refund Request'.

8. Tuition fees and payments

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 Essex Essential Equipment](#)
 - [Northern Ballet School Essential Equipment](#)

Non-Funded Students

- 8.6 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](#).
- 8.7 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 2024/2025 was £765.00, payable in instalments of £255.00 per academic year, however, this is subject to change – students will be notified of this price before they start their studies.
- 8.8 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 8.7, 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.
- 8.9 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. This information can be found here:

- [Performers College Essex Essential Equipment](#)
- [Northern Ballet School Essential Equipment](#)

- 8.10 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.
- 8.11 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.
- 8.12 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.
- 8.13 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 8.14 below).
- 8.14 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.
- 8.15 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.
- 8.16 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.
- 8.17 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.
- 8.14 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.

- 8.15 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).
- 8.16 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.
- 8.17 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.
- 8.18 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 assessments, 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.
- 8.19 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

- 9.1 This section only applies to you if you are a Non-Funded Student (as defined above).
- 9.2 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 9 you will remain liable to pay your tuition fees and any other amounts due.

- 9.3 To withdraw from your course, you must complete and submit a Withdrawal Form, which is available from your Student Wellbeing 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.
- 9.4 For the avoidance of doubt, “**Withdrawal**” is to leave the course for reasons other than those related to clauses 11.1 to 11.5, 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](#).
- 9.5 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
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
Weeks 16 to 20	75% of annual tuition fees due	Not refunded
Weeks 21 to 30	100% of annual tuition fees due	Not refunded

10. Our Right to Terminate

- 10.1 We may withdraw your 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 are from a country outside the UK, and:
 - a) you fail to comply with your obligations under the student route and/or you fail to assist BIMM 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 or your permission to stay in the UK;
 - 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;
 - 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 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.
- 10.3 On termination of the Contract by us you are liable for any outstanding tuition fees and any other amounts due. We may at our discretion refund all or part of the tuition fees.
- 11. Changes to your Course**
- 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 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, provided that if you are a Funded Student you must make other arrangements to stay in education or training.

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 units 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 units 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 replacement course offered by us or if we are unable to offer a suitable replacement course, you may terminate the Contract and/or 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. You shall be entitled to a refund of all tuition fees paid to date, 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.
- 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 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. 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 units, 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.

Other consequences of changes to your course

- 11.14 If you choose to cancel the Contract in accordance with clauses 11.1 to 11.3 we will use reasonable endeavours to assist you in finding an alternative comparable course with another provider in the UK (noting that for DaDA funded students, funding is not transferable between institutions).
- 11.15 If you choose to cancel the Contract in accordance with clauses 11.1 to 11.3, you may be entitled to compensation pursuant to our [Student Protection Plan](#).

12. Liability

- 12.1 Subject to the remainder of this clause 12, 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.
- 12.2 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.

- 12.3 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 the University.
- 12.4 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.
- 12.5 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.
- 12.6 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.

13. Intellectual Property

- 13.1 “**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.

- 13.2 Any Intellectual Property Rights developed by you during your course of study at BIMM University shall be governed by the [Student Intellectual Property Policy](#).
- 13.3 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.

14. Complaints

- 14.1 If you have a complaint about an admissions decision or an aspect of the admissions process, please follow our [Applicant Complaints Procedure](#).
- 14.2 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](#).

15. Data Protection

- 15.1 We will process your personal data in accordance with the General Data Protection Regulation (GDPR) and our [Data Protection Policy](#).
- 15.2 We may share your personal data with third parties, which we will do in accordance with our policy on data protection.
- 15.3 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.

16. General

- 16.1 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.
- 16.2 The Contract is personal to you, and you may not transfer any of your rights or obligations under the Contract to another person.
- 16.3 The Contract is between you and BIMM University and no other person shall have any rights to enforce any of its terms.
- 16.4 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.

- 16.5 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.
- 16.6 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 Chief Finance Officer.
- 16.7 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.