

## **BIMM Institute (Dublin)** Student Contract Terms & Conditions

This Student Contract Terms & Conditions applies to BIMM University courses at the following levels:

- **Foundation Diploma**
- **Undergraduate Degree**
- **Postgraduate Degree**

### **1 Introduction**

- 1.1 This document governs the relationship between you and BIMM Dublin Limited (“**BIMM University**” or “**BIMM Institute Dublin**” 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 & Conditions**”).
- 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.
- 1.3 These Terms & Conditions apply following written acceptance by you of an offer of a place at BIMM Institute Dublin.
- 1.4 In addition to this document, the following documents also form part of the Terms & Conditions, and you agree to observe them:
- 1.4.1 Your offer letter; and
- 1.4.2 BIMM University’s rules, regulations and policies and subject at all times to clauses 1.5 and 12, as 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 BIMM Institute’s rules, regulations and policies, as they illustrate your responsibilities as a student of BIMM Institute Dublin 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 [dublin@bimm.ie](mailto:dublin@bimm.ie).

### 3 Offers & Registration

- 3.1 By accepting an offer of a place at BIMM Institute Dublin, you are entering into an agreement with us in accordance with these Terms & Conditions (the “**Contract**”).
- 3.2 Your admission to BIMM Institute Dublin 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 Institute Dublin, 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 The offer we make to you is subject to you satisfying the 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 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.
- 3.5 At our request, you will provide satisfactory evidence of your qualifications before admission. Failure to provide such evidence to our reasonable satisfaction will result in the withdrawal or termination of your offer, the revocation of your registration as a student of BIMM Institute Dublin 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 enrolment by the end of Semester 1, Week 3. 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.

### 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 [dublin@bimm.ie](mailto:dublin@bimm.ie).
- 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.

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 & 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 us.

5.2 You agree to familiarise yourself with and adhere to BIMM Institute's rules, regulations and policies, all of which are published on our website.

5.3 You agree to comply with our [Student Charter](#), our [Student Code of Conduct](#) and the policy on Academic Misconduct as set out in the [Academic Regulations](#).

5.4 If you are from a country other than the Republic of Ireland, you also agree to comply with BIMM Institute Dublin's policies, guidance and information regarding EU and Non-EU students.

## 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 Non-EU/International Students

7.1 It is currently not possible to secure a full-time student visa for our BIMM Institute-approved courses. We recommend all Non-EU students investigate their individual visa requirements for study in the Republic of Ireland directly at the [Department of Justice website](#).

## 8 Course Payment

8.1 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](#).

- 8.2 There may be additional personal costs relating to your course which you should be aware of. Additional costs may include, but are not limited to, costs relating to musical instruments, musical equipment, computers, IT equipment, hiring of music studios and other venues. 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 and on our website.
- 8.3 If you accept an offer, you agree to pay all tuition fees and any additional costs as and when they fall due, in accordance with the payment terms agreed by you and us.
- 8.4 Full payment of the tuition fees for your course must be received in cleared funds by BIMM Institute Dublin upon enrolment 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 Tuition fees are due for each year of attendance. If you attend only part of a year, you may still be charged the full year rate.
- 8.6 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.
- 8.7 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. 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.

## **9 Withdrawal & Deferral**

- 9.1 You may Withdraw from BIMM Institute 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, unless we have agreed to refund any tuition fees to you pursuant to clause 9.5.
- 9.2 To Withdraw from BIMM Institute 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 BIMM Institute staff to discuss your withdrawal. Notice shall take effect after this meeting is held.
- 9.3 For the avoidance of doubt, "Withdrawal" is leaving a 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 to the beginning of a new academic year. Deferral is only permitted for one academic year.

9.4 In the event of your Withdrawal from the course prior to the last day of the third (3rd) week of the first semester, we may, at our discretion, agree to refund you up to a maximum of 75% of the total annual tuition fees for the course.

9.5 In the event of your Withdrawal from the course on or after the last day of the third (3rd) week of the first semester, no refund or part refund of the annual tuition fees will be given, and you will remain liable for any balance of the tuition fees not received.

## **10 How to Apply for a Refund of Your First Year Tuition Fee**

10.1 All refund requests must be submitted in writing to [financeenquiries@bimm.co.uk](mailto:financeenquiries@bimm.co.uk) with the subject title 'Deposit Refund Request'.

## **11 BIMM Institute's Right to Terminate**

11.1 BIMM Institute may withdraw your offer and/or terminate your Contract at any time prior or post registration and withdraw you from your course if:

11.1.1 you do not pay the tuition fees;

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

11.1.3 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;

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

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

11.1.6 you have poor attendance at lessons and engagement with assessment;

11.1.7 you fail to meet the progression requirements;

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

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

11.1.10 you fail to return after a period of Deferral; or

11.1.11 you breach these Terms & Conditions in any material respect.

11.2 BIMM Institute 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 BIMM Institute, you are liable for any outstanding tuition fees for the year and any other amounts due. BIMM Institute may at its discretion refund all or part of the tuition fees.

## **12 Changes to Courses & Modules**

- 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 units 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 BIMM Institute, 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, or transfer to another course (if any) as may be offered by us for which you are qualified.
- 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 at BIMM Institute, we will notify you as soon as possible and we will use reasonable endeavours to offer you a place on a suitable replacement course for which you are qualified. 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.
- 12.3 Once you have registered as a student of BIMM Institute, 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. 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, 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.

## **13 Liability**

- 13.1 Subject to the remainder of this clause 13, BIMM Institute (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 Institute (or its staff or representatives). BIMM Institute shall not be liable for any loss or damage which was not foreseeable. Losses are foreseeable if they are an obvious consequence of BIMM Institute's breach of the Contract.
- 13.2 Where such loss or damage is directly caused by BIMM Institute (or its staff or representatives), BIMM Institute's liability shall, subject to clause 13.5, be limited to 100% of all tuition fees paid by you to BIMM Institute in the academic year in which such liability occurred.
- 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 BIMM Institute.
- 13.5 Notwithstanding any other provision in the Contract, nothing shall exclude or restrict BIMM Institute'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.
- 13.6 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 Institute shall be governed by the [Student Intellectual Property Policy](#).
- 14.3 By registering on a course, you authorise BIMM Institute and any associated company to publish photography, video content and any other materials relating to your course of study with BIMM Institute 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 Institute, 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 [Privacy Notice](#).
- 16.2 We may share your personal data with third parties, which we will do in accordance with our privacy notice.
- 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 Institute and supersedes all previous agreements between you and BIMM Institute, 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 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 to your BIMM Institute email address. Unless otherwise stated in these Terms & Conditions, you must send any notices by email to [financeenquiries@bimm.ac.uk](mailto: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 exclusively governed by the laws of the Republic of Ireland and you can bring legal proceedings in the courts of the Republic of Ireland.