

## **BIMM Institute (UK)**

### **Higher Education Student Contract Terms & Conditions**

#### **1. Introduction**

- 1.1 This document governs the relationship between you and BIMM Limited (“**BIMM Institute**” 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 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 at BIMM Institute (UK Colleges), Performers College, Screen and Film School or Institute for Contemporary Theatre (ICTheatre).
- 1.4 In addition to this document, the following documents also form part of the Terms and Conditions and you agree to observe them:
- 1.4.1 Your offer letter.
  - 1.4.2 Applicant Course Overview for your course (which will be sent to you with your offer letter) and subject at all times to clauses 1.5 and 11, as it may be updated from time to time by us.
  - 1.4.3 Important Regulations and Information (which will be sent to you with your offer letter) and subject at all times to clauses 1.5 and 11, as it may be updated from time to time by us.
  - 1.4.4 BIMM Institute’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 the Applicant Course Overview or the Important Regulations and Information and we will endeavour to do this before teaching starts each academic year.
- 1.6 It is important that you read, and abide by, the Important Regulations and Information document. This highlights and signposts you to BIMM Institute’s rules, regulations and policies. It also illustrates your responsibilities as a student of BIMM Institute, 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 and Conditions, the provisions of these Terms and Conditions shall prevail.

## 2. Accessibility

- 2.1 Should you require these documents in another format, please contact [admissions@bimm.ac.uk](mailto:admissions@bimm.ac.uk)

## 3. Offers & Registration

- 3.1 By accepting an offer of a place at BIMM Institute, you are entering into an agreement with us in accordance with these Terms and Conditions (the “**Contract**”).
- 3.2 Your admission to BIMM Institute 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, we may take disciplinary action against you under the [Student Disciplinary Procedure](#). One of the possible outcomes of such an action is that your Contract with us may be terminated in accordance with clause 10.1 below and you may be removed from your course.
- 3.3 The offer we make to you is subject to you satisfying 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 (including English language qualifications if required) 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 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 [Week 3 in Semester 1](#). You will not be able to enrol and commence your studies if you have not met the entry requirements set out in your offer letter, and if you have not provided certificates/proof of qualifications obtained or payment of fees/confirmation of your student loan.

#### **4. Your Right to Cancel**

- 4.1 You have the right to cancel the Contract within fourteen (14) days of the date on which you accepted the offer of a place.
- 4.2 To cancel the Contract, you must give us written notice by contacting [admissions@bimm.ac.uk](mailto:admissions@bimm.ac.uk). You can use our [Cancellation Form](#) but you do not have to do so.
- 4.3 If any payment has been made to us and you subsequently cancel the Contract pursuant to your right to cancel as set out in clause 4.1, we will provide you or the person who has made such payment (as the case may be) with a full refund.
- 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 us.
- 5.2 You agree to familiarise yourself with and adhere to BIMM Institute's rules, regulations and policies. These are all published on our website, and you can access them directly from the Important Regulations and Information document.
- 5.3 You agree to comply with our [Student Charter](#), our [Student Code of Conduct](#) and the policy on Academic Misconduct as set out in the [Academic Regulations](#). Links to all of these documents are set out in the Important Regulations and Information document.
- 5.4 If you are from a country outside of the UK, you also agree to comply with BIMM Institute's policies, guidance and information regarding international 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. Right to Study in the UK & International Students

- 7.1 All students enrolled at a BIMM Institute, [Performers College](#), [Screen and Film School](#) or [ICTheatre](#) college in the UK 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 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.
- 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 UK Visas and Immigration (UKVI) grants BIMM Institute a limited number of Confirmation of Acceptance for Study documents (CAS) which, subject to assessment by us, we can assign to students who need to make an application for permission to enter the UK or remain in the UK under the Student visa route.
- 7.6 If BIMM [Institute](#) sponsors you under the Student visa route, you agree to comply with the conditions of your stay in the UK and you agree to make relevant notifications to BIMM Institute. BIMM Institute complies with UKVI's rules for Sponsor Licence holders and is required to provide UKVI with information about students it sponsors, including any concerns about students working illegally in the UK or who are otherwise breaching their conditions of stay. You agree to BIMM Institute providing UKVI with any information required pursuant to BIMM Institute's status as a Sponsor Licence holder, or as otherwise requested by UKVI or any other government organisation in relation to UK immigration control.
- 7.7 For further details, please refer to your offer letter and please also see:
- 7.7.1 Information for International Students

(<https://www.bimm.ac.uk/study/international-students/visa-information/>);

7.7.2 Admissions Policies (please select the college you have applied to)

BIMM Institute: [BIMM Institute Admissions Policy](#)

ICTheatre: [ICTheatre Admissions Policy](#)

Performers College: [Performers College Admissions Policy](#)

Screen and Film School: [Screen and Film School Admissions Policy](#)

## 7.8 **Circumstances Under Which You Are Eligible for a Full Refund of Your First Year Tuition Fee**

If you are classed as an international student for fees purposes, you are required to pay your first year's tuition fees up front (in accordance with clause 8.6) 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:

7.8.1 Your Student visa application is refused or delayed because of our acts or omissions and through no fault of your own; or

7.8.2 Your Student visa is refused or delayed because of UKVI's acts or omissions and through no fault of your own.

## 7.9 **Applying for a Refund of Your First Year Tuition Fee Before a CAS is Assigned to You**

If you are classed as an international student for fees purposes and you have paid your first year's tuition fee in accordance with clause 8.6, subject to clause 7.10 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:

7.9.1 Your Student visa application is refused for reasons other than those listed in clause 7.8.1, 7.8.2 or 7.11.1;

7.9.2 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

7.9.3 You fail to meet the conditions in your offer letter.

## 7.10 **Applying for a Refund of Your First Year Tuition Fee After a CAS is Assigned to You**

If you withdraw for any of the reasons listed in clause 7.9 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.

## 7.11 **Withdrawing from the Course as a Result of Breaching Your Obligations and Applying for a Refund of Your First Year Tuition Fee**

If you are classed as an international student for fees purposes and you have paid the tuition fee in accordance with clause 8.6, 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:

7.11.1 Your Student visa application is refused because it was deemed fraudulent or because of any of your acts or omissions;

7.11.2 You receive your Student visa 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;

- 7.11.3 Your offer to study at BIMM is withdrawn in accordance with clause 3.4;
- 7.11.4 You fail to fulfil your obligations under clause 3.5;
- 7.11.5 You cancel the Contract for any reason other than those included in clauses 7.8 to 7.13.

#### 7.12 **Applying for a Refund of Your First Year Tuition Fee in Other Circumstances**

If you receive your Student Visa 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 9.4 or 9.5.

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

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'.

### **8. Tuition Fees & Funding**

- 8.1 The tuition fees applicable to your course and information in relation to how to pay for your course, or for modules within it, are set out in your offer letter and the Important Regulations and Information document.
- 8.2 There may be additional costs relating to your course which you agree to pay to BIMM Institute or to a relevant third party (as appropriate). Additional costs include, but are not limited to, costs relating to musical instruments, musical equipment, computers, IT equipment, hiring of music studios and other venues, compulsory texts, materials, printing costs and field trips. Where this is the case, we will make this clear in advance as part of the information provided to you when you are made an offer and [on our website](#).
- 8.3 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.
- 8.4 Proof of Student Loan or other funding body's acceptance of funding for the tuition fees, together with extent of funding provided must be received by BIMM Institute 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.
- 8.5 Should the funding available to you not cover the full extent of the tuition fees, payment of the balance of the tuition fees must be received by BIMM Institute 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.
- 8.6 If you do not intend to apply for, or are not eligible for, a student loan/grant (via Student Loans company or other funding body), full payment of the tuition fees for your course must be

received in cleared funds by BIMM Institute 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.

- 8.7 If requested by BIMM Institute, you will arrange for a guarantor acceptable to BIMM Institute to enter into an agreement with BIMM Institute whereby the guarantor guarantees the payment of your tuition fees and any other amounts due to BIMM Institute.
- 8.8 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.
- 8.9 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.
- 8.10 Tuition fees for the first academic year of the course will be set out in your offer letter. For home students, tuition fees are currently capped by the UK Government at £9,250 per year.
- 8.11 If the UK Government increases the current home tuition fee cap above its current level of £9,250, we may increase tuition fees for subsequent years of your course to the revised tuition fee cap set by the UK Government. If we choose to increase your fees in accordance with this clause, we will be doing so for one or more of the following reasons:
- 8.11.1 A requirement to further invest in the BIMM Institute estate/facilities.
- 8.11.2 A requirement to enhance the quality of the student learning experience.
- 8.11.3 In order to manage inflationary rises in operational costs.
- 8.12 Tuition fees for subsequent years of your course may therefore be different from those set out in your offer letter. We shall notify you as soon as possible in writing if we intend upon increasing your tuition fees.
- 8.13 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 Institute notice in accordance with clause 9.2.
- 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.
- 8.15 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 & Intermission

- 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 9.4.
- 9.2 To withdraw from BIMM Institute you must complete and submit a Withdrawal Form, which is available from your Student Support Team. Notice shall take effect on receipt.
- 9.3 For the avoidance of doubt, “**Withdrawal**” is to leave the course for reasons other than those related to clauses 8.13 or clauses 11.1 to 11.4, 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 normally only permitted for one academic year. Further information is set out in the [Academic Regulations](#) (see also the Important Regulations and Information document).
- 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. In the event that less than 25% of the fee has been paid (through Student Loan Company, other funding body, or otherwise paid), no refund will be given.
- 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 (through Student Loan Company, other funding body, or otherwise unpaid).
- 9.6 For the avoidance of doubt, “**Intermission**” is a period of temporary postponement of studies from an agreed point in one academic year to the same point in the next academic year. Intermission is normally only permitted for a maximum period of twelve months. In the event of Intermission, no refund or part refund of the tuition fees will be given. Liability for any tuition fees not received (through Student Loan Company, other funding body, or otherwise unpaid) will be determined by BIMM Institute and notified to you in writing. You will be required to pay full tuition fees in the academic year in which you return.
- 9.7 If BIMM Institute sponsors you under the student visa route, withdrawal, deferral or intermission may have an impact on your sponsorship and you should speak to us before taking any action.

## 10. BIMM Institute's Right to Terminate

- 10.1 BIMM Institute may withdraw your offer and/or terminate your Contract and withdraw you from your course if:
- 10.1.1 You do not pay the tuition fees.
  - 10.1.2 You have failed to meet the conditions of your offer.
  - 10.1.3 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.
  - 10.1.4 You have provided false, incomplete, inaccurate or misleading information in your application to BIMM Institute 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, studying under Student Route, and:
    - a) You fail to comply with your obligations under a Student visa and/or you fail to assist BIMM Institute 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;
  - 10.1.7 You have poor attendance at lessons and engagement with assessment.
  - 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 breach these Terms and Conditions in any material respect.
- 10.2 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 BIMM Institute's policies and procedures, we shall not be liable for any loss or damage which you may suffer as a result. Depending on the circumstances we may also be entitled to take legal action against you.
- 10.3 On termination of the Contract by BIMM 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.

## 11. Changes to Courses & Modules

- 11.1 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 modules 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.

- 11.2 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.
- 11.3 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 because of 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 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 Institute 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.
- 11.4 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 by giving BIMM Institute 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.
- 11.5 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.

- 11.6 The option modules available on your course are subject to variation dependant on minimum numbers of fifteen students for each module and the availability of expert staff and module specific resources at your BIMM Institute college. We will ask you to choose your option modules towards the end of the academic year during the first and second years of your course and you may be required to choose new option modules if any that you have selected will not be available. Once this process is completed, we will confirm your final options to you in writing.
- 11.7 If you choose to cancel the Contract in accordance with clauses 11.1 to 11.4 we will use reasonable endeavours to assist you in finding an alternative comparable course with another Higher Education provider in the UK.
- 11.8 If BIMM Institute sponsors you under a Student Visa, course changes may have an impact on your sponsorship, and we will provide information in this regard. If you wish to change your course, you should speak to us before taking any action.

## **12. Liability**

- 12.1 Subject to the remainder of this clause 12, 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.
- 12.2 Where such loss or damage is directly caused by BIMM Institute (or its staff or representatives), BIMM Institute's liability shall, subject to clause 12.5, be limited to 100% of all tuition fees payable by you to BIMM Institute.
- 12.3 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.
- 12.4 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.
- 12.5 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.

- 12.6 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.

### 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 Institute shall be governed by the [Student Intellectual Property Policy](#).
- 13.3 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.

### 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 Institute, if you have a complaint about us, please follow the complaints procedure. This is detailed [here](#) and can also be accessed from the Important Regulations and Information document. If, having followed the complaints procedure to completion, you remain dissatisfied you have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education.

### 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](#). This can also be accessed from the Important

Regulations and Information document. We may share your personal data with third parties, which we will do in accordance with our policy on data protection.

15.2 Once you are registered as a student of BIMM Institute, we are required to collect and provide information to certain external agencies including the Higher Education Statistics Agency, whose data protection notice can be found [here](#).

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 Institute and supersedes all previous agreements between you and BIMM Institute, 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 us and no other person shall have any rights to enforce any of its terms.

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

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 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.

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.