

## BIMM Institute (Germany)

### Undergraduate Student Contract: Terms and 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.

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; and

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; and

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.

1.5 We will always inform you directly via BIMM Institute student 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 these documents as they include the rules, regulations and policies (appendices A-K of the Important Regulations and Information document) that set out in detail both 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**

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

## 3. **Offers and 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 Code of Conduct (appendix J) in the Important Regulations and Information document, which is not harmful to the work, good order or good name of BIMM Institute, we may take disciplinary action against you, under the regulations for student discipline set out in the Important Regulations and Information document (appendix K). 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 register by the start of week 5 in term 1. You will not be able to register 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 after the date on which you accepted the offer of a place.
- 4.2 To cancel the Contract, you must give us written notice of your cancellation by contacting Admissions: [admissions@bimm.ac.uk](mailto:admissions@bimm.ac.uk). You can use our cancellation form: [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 as set out in Important Regulations and Information and appendices A-K.
- 5.3 You agree to comply with our Student Charter (appendix B) our Code of Conduct (appendix J) and the policy on Academic Misconduct as set out in the Academic Regulations(appendix F), as set out in the Important Regulations and Information document.

## **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. International students**

- 7.1 If you are a student from outside the European Union applying to study at a German BIMM Institute you will need to demonstrate, at the point of registration, that you have a valid immigration status to undertake your course. If you fail to demonstrate that you have a valid immigration status, we reserve the right to prevent you from registering on your course (without liability to you).
- 7.2 International students are advised to apply for visas in good time, a colour copy of such visas must be provided prior to registration.

7.3 International students may be required to pay a deposit. Details of any deposit will be set out in your offer letter. Any deposits/fees paid would be refunded if a visa was not granted due to a fault in the information provided by us to UKVI. If the error was made by you then the deposit would not be refundable.

7.4 For further details, please see BMM Institute's Admissions Policy. <https://www.bimm.ac.uk/admissions-policy/>

## **8. Tuition Fees and 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: <https://www.bimm.ac.uk/essential-documents/>

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 15 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 15 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 the reasons set out in clause 8.12, BIMM Institute shall review course fees on an annual basis and will publish tuition fees for the next academic year at least 6 months in advance of the start of that academic year. Tuition fees for subsequent years of any course may therefore be different from the first year and those set out in your offer letter. When we increase your fees, we will do so in compliance with the conditions set out in clause 8.11.
- 8.11 We will apply an inflationary increase to the tuition fee for all courses linked to the UK Retail Prices Index (RPI-X) in the Academic Year 2020/21 and each Academic Year thereafter.
- 8.12 Fees may be increased during a student's course for the following reasons:
- 8.12.1 a requirement to further invest in the BIMM Institute estate/facilities;
  - 8.12.2 a requirement to enhance the quality of the student learning experience;
  - 8.12.3 in order to manage inflationary rises in operational costs.

- 8.13 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.
- 8.14 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. If you do not pay your tuition fees, 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 and 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 9.3.
- 9.2 To withdraw from BIMM Institute you must give notice in writing to your Course Leader (name and email address is detailed in your course handbook). Notice shall take effect on receipt.
- 9.3 For the avoidance of doubt, “**Withdrawal**” is to leave the course for any reason, without the intention of returning in the future. “**Deferral**” is leaving the course at the end of an academic year intending to return a year later (taking a year out of your studies). Deferral is normally only permitted for one academic year. Further information is set out in Appendix F of the Important Regulations and Information document.
- 9.4 In the event of your Withdrawal from the course prior to the last day of the fifth (5th) week of the first term, 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 fifth (5th) week of the first term, 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.



## 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 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 Institute or at any other time;
  - 10.1.5 you fail to provide satisfactory evidence of your qualifications before admission;
  - 10.1.6 you do not meet your obligations under a Tier 4 visa or you no longer have permission to study in Germany;
  - 10.1.7 you have poor attendance at lessons and engagement with assessment;
  - 10.1.8 you fail too many assignments and no longer meet the progression requirements;
  - 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 and 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 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.
- 11.4 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 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 student 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 optional 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 before the end of the academic year.

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.

## **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 found in the Important Regulations and information document (appendix L).

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 in the Important Regulations and Information document (appendix M). Information on applicant complaints can also be found here: <http://www.bimm.ac.uk/appeals-process/>
- 14.2 Once you have registered as a student of BIMM Institute, if you have a complaint about us, please follow the complaints procedure set out in the Important Regulations and Information document (appendix E) and see the online complaints and appeals process detailed here: <http://www.bimm.ac.uk/appeals-process/> 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 policy on data protection which is set out in the Important Regulations and Information document (appendix I). 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 at [www.hesa.ac.uk/dataprot](http://www.hesa.ac.uk/dataprot)
- 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 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 (which includes email). 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 and Conditions you must send any notices by post or email to: 38-42 Brunswick Street West, Brighton, BN3 1EL or [financeenquiries@bimm.ac.uk](mailto:financeenquiries@bimm.ac.uk) marked for the attention of Bernard Yeboah.
- 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.