

**BIMM University Ltd**  
**Non-Accredited Courses**

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**Terms and Conditions**

**1. Introduction**

- a. We are BIMM University Limited (“BIMM” or “the University” or “we” or “us”). We provide education courses and related products and services. Our registered office is at 38-42 Brunswick Street West, Hove, East Sussex, BN3 1EL, United Kingdom. Our company number is 06347465.
- b. You can contact us using the contact details provided on our website at [www.bimm.university](http://www.bimm.university).
- c. Our latest terms and conditions are on our website. For enrolled students, you will be bound by the terms and conditions which were in place when you enrolled on your course.
- d. A *Non-Accredited Course* is not a regulated qualification and will not result in you receiving an externally accredited qualification at the end of your course with us. BIMM University Ltd Undergraduate and Postgraduate courses are accredited. BIMM University’s Certificate, Part Time, Short and Weekend courses are not accredited.
- e. A contract between you and BIMM University Ltd is formed when you complete the booking process and confirm your intention to study on a course at BIMM University.
- f. These terms and conditions set out the basis of your contractual relationship with the University.
- g. These terms and conditions comprise part of the contract between you and the University about your course of study or research. The other parts of the contract are:
  - o your application form
  - o the course outline provided to you in your booking confirmation.
- h. Together these form the entirety of the agreement between you and the University relating to your course and replace any other undertakings or representations (the “Agreement”).

**2. the University’s Obligations To You**

- a. The University will provide you with the tuition and learning support associated with your course with reasonable care and skill in the way described in the relevant specification and publication for the appropriate academic year.
- b. The University will use its reasonable efforts to provide you with appropriate access to academic and other resources in support of your studies including:
  - o Suitable learning resources, including online learning resources
  - o IT infrastructure
  - o Advice and support on matters concerning student experience and your learning

**3. Your Obligations to the University**

- a. As a student member of the BIMM University community, you agree to behave respectfully to all other members of our community.
- b. You must familiarise yourself with and adhere to all BIMM University regulations, policies and codes of practice that are published on the University’s website [here](#) and as revised from time to time.
- c. You should provide accurate information on application and enrolment (students discovered to have falsified or misrepresented information may be liable to expulsion from the University).
- d. You must comply with the University [Student Code of Conduct](#) and other policies which contain your obligations as a student. The code of conduct contains important information about the expectations that the University has of you as a student and the relevant procedures and processes to be followed.
- e. You are expected to take responsibility for your studies including attending all scheduled teaching.
- f. You will take reasonable care of yours and others health and safety within the University community and will co-operate with the University in fulfilling its obligations regarding health and safety. You will not intentionally or recklessly misuse or interfere with equipment or facilities provided to you by the University.

**4. Booking And Enrolment**

- a. Booking is the process whereby you confirm your intention to study on a course with BIMM University Ltd. The booking process requires you to:
  - o Submit an application form

- Submit any supporting materials such as passport photo, portfolio etc
  - Agree to our terms and conditions
  - For courses with course fees of £4,000 or over (UK) or €4,000 or over (Berlin), pay a £1,000 (UK) / €1,000 (Berlin) non-refundable deposit at the time of booking, with the balance payable 1 month in advance of the course start date (or you may also pay the full course fee at the time of booking if you prefer)
  - For courses with course fees under £4,000 (UK) / €4,000 (Berlin), pay the full course fee, 20% of which is a non-refundable deposit at the time of booking.
- b. Enrolment is the process whereby you officially become a student of the University. The enrolment process requires you to:
- Ensure that the University has the correct personal details for you
  - Agree to abide by the University's regulations and policies relevant to short courses
  - Ensure your full course fees have been paid
- c. You must enrol with the University at the beginning of your studies in accordance with instructions issued by the University.

## 5. Cancellation Period

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- a. If you are booking onto a course by means of distance communication (i.e. there has been no face-to-face contact between the University and you at the time you make the booking) you have a legal right to cancel the Contract at any time within 14 days from the date the Contract is formed i.e. from your payment of the deposit ("Cancellation Period"). You do not have to give a reason for cancellation.
- b. You must inform the University of your decision to cancel within the Cancellation Period by writing to our Admissions Office at [enquiries@bimm.ac.uk](mailto:enquiries@bimm.ac.uk) or by telephoning +44 1273 840 346.
- c. If you call to inform the Admissions Office/International Office of your decision to cancel the booking at the University, you must also confirm in writing either by email or letter.
- d. If you have paid a deposit, if you cancel within the Cancellation Period we will reimburse you for all payments received from you. We will make the reimbursement without undue delay and not later than 14 days from the date of receipt in writing by the University of your decision to cancel this Agreement. We will make the reimbursement using the same means of payment as you used for the initial transaction, minus any fees incurred.

## 6. Cancellation Before Enrolment

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- a. You may also cancel your place prior to enrolment. If you cancel:
- At least 45 days before the first day of the course, but outside of the 'Cancellation Period'.
    - You will be entitled to a refund of course fees paid to date, less any external costs incurred and the 20% deposit,
    - Please note: You must notify us in writing at least 45 days before the first day of the course.
  - Within 44 days or less before the start of the course, but outside of the 'Cancellation Period'
    - If you cancel your place 44 days or less before the start of the course, then you are liable to pay the full course fee.
- b. You acknowledge that given the circumstances at the time of booking this is fair and reasonable and reflects, among other things, our need to properly plan to accommodate you on the course. Further you irrevocably confirm that you consider this to be an appropriate assessment of our loss, including for the avoidance of doubt lost revenue and lost profit.
- c. Where there are exceptional circumstances, these will be dealt with entirely at the University's discretion on a case-by-case basis.
- d. Deferral & Transfer:
- You may be able to change your booking from one course to another, or one date to another, at our complete discretion, and subject to an administrative fee of 20% of your Course Fees
- e. Unsuccessful Visa Application
- If you are an international student requiring a visa to study in the UK and your application, made in good faith and within the timelines and guidance we provide, is unsuccessful, we will normally refund the full amount paid including your deposit upon presentation of the official documentation from your local embassy or consulate and a copy of your visa application at least 21 days prior to the course start date.

## 7. How We Communicate With You

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- a. When you enrol, we will ask you for an email account you would like us to use the University will use this account to communicate with you and it is important that you check your inbox regularly.
- b. The University will communicate with you via a variety of channels including mobile phone, email, online applications, and online notices. You should ensure that you keep your details up to date and also that you check all communication platforms regularly.

## 8. Changes To Your Course

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- a. Whilst the University will always try and minimise making changes to the Contract (including changes to the Services there may be times where changes are needed. This section describes the circumstances when we can make changes, as well as providing you with further information about what we will do where we look to make such changes.
- b. Changes to pre-Contract information
  - If any information that we may have given to you at the time you were researching the University and making an application for the Course changes, we will highlight details of those changes to you as soon as they change.
  - By continuing to book onto a course with us, you will be confirming that you are accepting any changes to the course offering on the basis of our published information about the course given to you at that time.
  - Examples of changes that we may make at this stage could include the following:
    - changes made in response to feedback from students
    - unavoidable changes in our academic or student support staff
    - where we advised that the Course was subject to minimum enrolment numbers at the time we advertised the Course, if there are, by the cut-off date notified to you, insufficient student numbers to make the Course viable, we may need to combine, alter or discontinue a Course
    - changes that are required by law and/or as a result of a regulatory requirement that the University, as a provider of educational services, is required to comply with
    - changes that are required by a statutory, regulatory and/or professional body and/or other regulator
    - reasonable changes to the content and teaching provided on the Course.
- c. Changes after you have entered into the Contract with us
  - Where we need to make changes to the Contract and Services after our Contract has been formed, we will, in each case, assess the potential impact of such change on the Contract and our students and will follow the principles set out in this section. The University is always looking to improve and enhance students' experience with us, and we will engage in dialogue with our students throughout their studies, as well as with our teaching staff, and will actively seek feedback from these groups about how we can improve our service delivery to our students.
  - The circumstances that we describe in section 8.d are not the only ones that may arise during your studies with us, but these will give you some context as to when we may need to amend the Contract (including the Services and Course). Section 8.e provides you with illustrative examples of the type of changes that may arise as a result of the reasons set out in section 8.d.
- d. When we can make changes to the Contract
  - We can make changes to our Contract (including to the Services and/or Course and/or to our Course Guides):
    - to reflect changes in the law and/or professional, regulatory and/or statutory body and/or UKVI requirements
    - as required by government policy, regulatory requirements and/or guidance and/or a decision of a competent court or similar body
    - to deal with unavoidable changes in our academic and/or support staff
    - to address and/or to take steps in response to a security threat
    - to incorporate sector good practice guidance
    - in light of student feedback
    - to reflect material developments in academic teaching, research and/or professional standards and/or requirements

- minimum enrolment numbers / fall in future enrolment numbers
  - withdrawal of any relevant accreditation
  - to reflect changes made by a placement provider and/or withdrawal of a placement by a placement provider
  - to reflect changes made by a collaborative partner and/or the requirements of a collaborative partner
  - for any other valid reason.
- e. What type of changes may be made?
  - The reasons in section 8.d above may result in a number of different changes being made by us in response. We have set out in this section some examples of these responses and, to help you understand what such changes may mean for you in practice, we have done this by referring to those examples using the headings “major changes” and “minor changes”. The provisions of section 8.f will apply depending on the type of change that is anticipated at the time. BIMM University will determine if a change is minor or major.
  - Minor Changes (non-exhaustive list of examples)
    - reasonable changes to the timetable for delivery of your Course
    - reasonable changes to the number of classes/lectures and other teaching activity relating to the Course
    - reasonable changes to the methods by which the Course is delivered and/or assessed
    - reasonable variations to the content and syllabus of the Course
    - changes to the location of your Course teaching facilities, provided these are within the same campus and/or provided they are of equivalent quality as those advertised by us
    - additions and/or withdrawals of certain elements of your Course
    - procedural changes to our Course Guides that help improve the same to your benefit
  - Major Changes (non-exhaustive list of examples)
    - changing our security procedures to such an extent as may materially impact on the way that you previously acted when on campus with us
    - significant changes to the location or specification of your Course teaching facilities, which could include moving the Course to a different campus or location that is not located near the original delivery campus.
    - to make significant changes to our Course Guides that help improve them that may not be to your benefit.
- f. How we will tell you about changes to the Contract
  - For minor changes, we will notify you via our student portal and via email of any amendments by providing you with as much notice as is in our view appropriate in the circumstances. Where possible, we will look to provide this notice to you in advance, but this may not always be possible.
  - For major changes, we will notify you via our student portal and via email as soon as possible, and in any event, generally no later than 1 month before we are due to make the relevant change.
  - If you do not agree with a major change we make to the Contract, you will be entitled to terminate the Contract in accordance with section 18, and you may be entitled to an appropriate refund of the Fees you have paid to us
- g. Withdrawal of Courses
  - Pre-commencement of Course.
    - There may be times where we need to discontinue the Course or decide not to provide the Course or to merge or combine the Course with other Courses of study, if such action is reasonably considered to be necessary by the University.
    - If the University decides to take such action prior to the Course commencing, then it will use reasonable endeavours to notify you in advance and you shall be entitled to cancel this Contract by written notice to the University.
    - Please note BIMM University Ltd is not liable for any travel or accommodation costs that may have been incurred, and strongly recommends that students take out appropriate insurance to cover this eventuality.
  - Post-commencement of Course.

- There may also be times where we need to discontinue the Course or to merge or combine the Course with other courses after the Course has commenced, if such action is required because of one of the reasons set out in section 8
  - If section 8.g (first or second bullet) applies, we will take reasonable steps to seek to:
    - offer you a place on an alternative course at the University (subject to place availability and you complying with the requirements of admission to and registration on that Course); or
    - (at your request) assist you to join another course at another institution, and
    - (if appropriate), issue you with a refund of the Fees paid.

## 9. Fees and Payment

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- a. The University charges course fees for delivery of its courses (“Course Fee”). You will be informed of your Course Fee as part of your booking confirmation.
- b. For all courses with Course Fees under £4,000 (UK) / €4,000 (Berlin):
  - The full course fee must be paid at the time of booking.
  - 20% of this course fee is defined as a non-refundable deposit.
  - Payment is deemed to have happened when we have received cleared funds.
- c. For all courses with Course Fees of £4,000 (UK) / €4,000 (Berlin), and over:
  - a £1,000 (UK) / €1,000 (Berlin) deposit must be paid at the time of booking to secure your place, this deposit is non-refundable.
  - the remaining balance must be paid no later than 1 calendar month prior to the start of the course.
  - Payment is deemed to have happened when we have received cleared funds.
- d. Students can request a payment plan to allow fees to be paid to a different timetable to the above. This agreement must be signed and returned to the finance team to confirm the plan.
- e. If you do not pay the Course Fees in accordance with these Terms & Conditions, the University reserves the right to not allow you to start your course with us or suspend your studies with us.
- f. The Course Fees do not include any fees payable for residential accommodation, nor do they include travelling expenses, field trip expenses, course materials or other miscellaneous expenses which may be related or required as part of your course for example: (this is not an exhaustive list)
  - additional course materials
  - books
  - additional production kit beyond that provided by the University
  - actor hire beyond that provided by the University
  - travel costs
- g. Where there are any Additional Costs or Fees for a course, you will be informed of these in the course outline.

## 10. Attendance

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- a. To succeed on your course, you will need to attend scheduled classes. The University will monitor student attendance at scheduled classes in order to identify, improve and support student experience, engagement and progression during your studies.

## 11. Criminal Convictions

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- a. When you apply to the University, you must disclose any unspent criminal convictions. The University will consider whether such convictions are compatible with membership of the University and, in particular, with a place on your course.
- b. A Disclosure and Barring Service (DBS) check may be required for placements or other activities you may undertake, such as volunteering, which involve working with children.
- c. Once enrolled as a student, you must inform the University immediately of any criminal charges or convictions received.
- d. Failure to disclose any relevant criminal convictions could lead to termination of this Agreement by the University under clause 17.

## 12. Insurance

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- a. The University has appropriate public liability insurance. It will also provide insurance for offsite visits you undertake under the University’s supervision subject to risk assessment clearance.

- b. However, you should ensure that you insure your personal belongings which are brought into the University at your own risk.
- c. You may also be required to take out other types of insurance, for example, health insurance while on overseas placement.
- d. Students are encouraged to take out cancellation insurance.
  - o Individual cancellation and/or interruption insurance will protect your accommodation, travel and course fee should you be unable to attend the course. Students travelling from overseas are also encouraged to also take out travel and medical insurance.
  - o Cancellation / Interruption insurance is normally a type of travel insurance you take out to cover the costs of your trip and lost course fees should you have to cancel. If you inform your insurer about the course you are booking at the time of your purchase of travel insurance then many policies will allow this cost to be covered within your travel insurance policy. Some policies will cost more as a result of this increased coverage, but this is the best way to ensure that should anything happen that means you can't attend, you are able to recover your course fees and travel costs.

### 13. Collection and Processing of Data

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- a. By booking a place on the Course and at the University and entering into this Agreement you understand that the University and its partners or agents will process your personal data in order for the University to meet its obligations to deliver education services to you under this Agreement.
- b. The University needs to collect, hold and process your personal data for the purposes of administering and managing your course and all other services provided to you. Personal data includes your student records, application data, assessment marks, residence data, attendance data, accessing learning materials (including Moodle our virtual learning environment, and other systems) and financial data.
- c. The data will be processed in line with all applicable data protection legislation and the University's Data Protection Policy.
- d. At enrolment, you will be asked to consent to the University processing your sensitive personal data which comprises your ethnicity, sexual orientation and any relevant criminal convictions. Provision of this information is optional other than relevant criminal convictions which you must disclose.
- e. Disclosure to Statutory/Public Third parties: the University is required by law to disclose some of your personal data to certain statutory and public bodies. The following are the statutory bodies the University may disclose student personal data to (please note that this is an indicative, not an exhaustive list)
  - o UK Home Office
  - o UK Visa & Immigration
  - o Upon completion of the course, you will be invited to join the University's alumni community. Your details will be passed to our Marketing team to enable them to contact you. You may withdraw from these communications at any time by contacting the team at [enquiries@bimm.ac.uk](mailto:enquiries@bimm.ac.uk).

### 14. Intellectual Property

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- a. All Intellectual Property (IP) rights developed by students as part of their course normally belong to you the student ("Student IP") subject to certain exceptions detailed in the course guides.
- b. You agree to grant the University a continuing, royalty-free, irrevocable, transferrable and non-exclusive worldwide license to use your Student IP, including the right to sub-license, for the purposes of teaching, research, marketing, internal administration and other non-commercial use.
- c. The University may use Student IP for commercial purposes. In such circumstances, you will be entitled to a royalty.
- d. Where the University makes use of Student IP, it will use its reasonable efforts to acknowledge the authorship and inventorship of any such Student IP.

### 15. Feedback and Complaints

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- a. We will regularly ask for your feedback on your course and our facilities and services through course evaluations and surveys to help us improve our services to you.
- b. Should you wish to make a complaint the University has in place policies which sets out how complaints may be made.

- c. If you are an enrolled student at the University and you have an issue with your course or a particular service, you should raise this in accordance with the Student Concerns, Complaints and Appeals Policy which comprise two stages to the complaint process:
- Informal Resolution
  - Formal Complaints Procedure
  - Escalation to Executive Management Team

## 16. Limits on the University's Liability to You

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- a. What we are responsible to you for:
- If we fail to comply with our obligations under this Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this Contract or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this Contract.
- b. What we are not responsible to you for.
- We will not be responsible to you for any of the following, unless we have been negligent:
    - damage to or theft of vehicles and bicycles parked on BIMM University's property
    - damage to or theft of Computer equipment (including infection with a computer virus);
    - the loss or non-return of work submitted for assessment
    - injury arising from voluntary sporting activity
    - personal injury or death except if caused by the negligence of BIMM University staff
    - loss of opportunity and loss of income or profit, however arising
    - any loss as a result of cyber fraud
    - any consequential loss for accommodation costs committed to or domestic and international travel costs to the campus (see clause 12d for guidance on insurance).
- c. We do not exclude or limit in any way our liability for:
- death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors
  - fraud or fraudulent misrepresentation; or
  - any other matter which we are not permitted to exclude or limit our liability by law.
  - Events outside our control include but are not limited to:
    - strikes and industrial action
    - staff illness
    - significant changes to any funding provision
    - severe weather
    - natural disaster
    - epidemic or pandemic
    - fire, flood, war, civil disorder or unrest, riot, terrorist attack or the threat of it
    - and restrictions imposed by the government or public authorities
  - In such circumstances, the University reserves the right to cancel, delay or change part or all of your course.

## 17. How We Can End the Agreement with You

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- a. The University may withdraw your offer or terminate this Agreement in writing with immediate effect (subject to your rights of internal appeal) if:
- you or your sponsor fail to pay the Course Fees
  - you provided false, incomplete, inaccurate or misleading information in your application to the University or at any other time
  - you materially breach these Terms and Conditions.
  - it transpires that any conditions are not met (whether by registration or at any time thereafter)
  - you fail to comply with relevant student obligations (e.g. re. attendance, engagement)
  - you have provided false, incomplete, inaccurate or misleading information
  - you are found guilty of certain types of criminal activity during the contract
  - you commit a material breach of regulations, policies or procedures, such as disciplinary, academic misconduct, fitness to practice

- if your continued attendance gives rise to serious concerns regarding the health and/or safety of you, BIMM University staff and/or other students or serious student mental health concerns; and/or
- the course is suspended or withdrawn
- b. You have a right to submit an internal appeal of the University's decision to terminate the Agreement under the Student Concerns, Complaints and Appeals Procedure
- c. Consequences of termination. If at any time this Agreement is terminated by us under this clause 17:
  - The University shall be entitled to refuse to enrol you on your course (if, at the date of termination, you have not already enrolled)
  - The University shall be entitled to require you to stop studying on your course and to leave the University immediately (if, at the date of termination, you have enrolled)
  - you are required to return your School Student Identification Card issued to you on enrolment to the University office, together with all property owned by the University; and
  - you must pay all outstanding fees immediately.

### 18. How You Can End the Agreement with Us

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- a. You may withdraw from your course and terminate this Agreement at any time. To withdraw from the course you must give notice, in writing to the University. You should contact your course leader and school office to initiate the process for withdrawal.
- b. You will be required to complete a Student Withdrawal Form, and we request that you also provide a reason for withdrawal, although this is not required. Notice to withdraw will take effect on receipt of the completed Student Withdrawal Form by the University.
- c. When you withdraw you must pay all outstanding fees immediately.

### 19. Disability Support & Equal Opportunities

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- a. If you have additional support needs, we encourage you to contact the team at [enquiries@bimm.ac.uk](mailto:enquiries@bimm.ac.uk) or telephone +44 1273 840 346) and declare this in your medical declaration to us. Any information you provide will be treated as strictly confidential.
- b. You are encouraged to contact the Admissions team as soon as possible as any delays in disclosing your disability may result in a delay in providing any appropriate support.
- c. If your additional support needs develop during your time of study with us, then we encourage you to contact the welfare support team who will be able to advise you on the appropriate support we can offer.
- d. We wish to support the development of creative and imaginative students for employment in industry. We will always try and take reasonable and justifiable steps to accommodate students with Special and Education Needs (SEND) or disabilities, taking into account the student's abilities and the support they may require. For students who disclose SEND or a disability, we will undertake a risk assessment with our wellbeing team and endeavour to discuss with you in advance your needs and whether we are able to provide the support required for you to undertake this course.
- e. The University operates an equal opportunities policy. All students are assessed as individuals and have equal access to the learning experience within the University. For certain courses students are assessed before acceptance according to their relevant skills, abilities and merits in order to ensure course appropriateness. Our selection process seeks to capture the wide diversity of potential creative talent in the industry and encourages applicants with the appropriate talent and ability whatever their background, ethnicity, origin, age, gender, class, sexual orientation, disability or religious or political beliefs.
- f. We have designed our courses to deliver appropriate learning across a range of disciplines. Although we will take reasonable steps to warn students of the content of potentially distressing course material, we make no apology for such course material as we believe the material in question is an important part of the learning experience. You agree to discuss any concerns you may have with us in advance.

### 20. Notices

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- a. Any notice given under this Agreement will be in writing.
- b. The University will send any notice to you via the email address which you have provided us. We may also send any notice to your term-time address or home address. You must keep your details up to date by emailing [enquiries@bimm.ac.uk](mailto:enquiries@bimm.ac.uk).



## 21. General

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- a. Each of the clauses of these terms and conditions operate separately. If any provision of these terms and conditions is or becomes illegal, invalid, void or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions.
- b. These terms and conditions are personal to you and you may not transfer them or your rights under them to anyone else.
- c. Only you and the University are parties to this Agreement. No other person shall have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of this Agreement.
- d. Failure or delay by you or the University to enforce any breach by the other of the terms and conditions will not constitute a waiver of any provision and will not prevent you or the University from taking steps to enforce that or any other provision.
- e. The Contract between you and the University is governed by English Law. You and we both agree that the English and Welsh courts have jurisdiction over any disputes that may arise under this Contract. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.