

BIMM Contract Terms and Conditions

1. **ACCEPTANCE:** In order to secure your offered place at BIMM Dublin we must receive your signed contract along with your deposit within 21 days of the contract issue date. It is with regret that if this is not received before then, your place may be withdrawn.
2. **AGREEMENT:** By accepting an offer and returning your signed contract letter you are entering into an agreement with BIMM Dublin Limited (BIMM). Your contract letter, these standard terms and conditions and the documents referred to herein constitute your agreement with BIMM (Agreement). You agree to abide by BIMM's regulations, policies and procedures as set out in the Student Handbook (as updated by BIMM from time to time). A copy of the current Student Handbook is available from the Student Services team.
3. **CONDITIONAL OFFER:** All places are conditional according to the Terms laid out in this contract. In the event that you fail to meet the conditions of your offer, BIMM reserves the right to withdraw your place.
4. **NON-REFUNDABLE DEPOSIT:** In the event that you cancel this contract for whatever reason before the course commences, the deposit is non-refundable. This does not affect your right to a cooling-off period of 14 days.
5. **BIMM'S FEES:** Fees for the first academic year of the course will be as published within the 2016-17 prospectus or on the BIMM website. BIMM retains the right to review course fees on an annual basis and will publish fees for the next academic year at least 6 months in advance of the start of that year; fees for subsequent years of any course may therefore be different from the first year.
6. **PAYMENT:** Any balance of fees should be received by BIMM by the date of enrolment immediately preceding the start of the academic year, otherwise you may not be able to take up your place on the relevant course.
7. **NON-COMPLETION OF COURSE:** In the event of your leaving the course for whatever reason once the course has started, no refund or part-refund of the course fee can be given, and you will be liable for any outstanding fees.
8. **SUSPENSION/TERMINATION/EXPULSION:** BIMM reserves the right to suspend or terminate the tuition of or permanently expel (all without refund) any student who is in material breach of this contract, including breach of our Code of Conduct and Golden Rules as detailed in the BIMM Student Guide, or who has brought the name of the Institute into disrepute and/or committed a criminal offence.
9. **PROSPECTUS:** The information on the Prospectus and Website is believed to be correct but is not part of any agreement with parents/students and BIMM.
10. **EQUAL OPPORTUNITIES:** BIMM welcomes staff and students from different ethnic groups, backgrounds and creeds. We will make every conceivable effort to accommodate the needs of members of staff and students who have disabilities according to the current legal requirements.
11. **PRINCIPAL'S AUTHORITY:** Students and parents authorise the Executive Principal to make and/or authorise in good faith all decisions which the Executive Principal considers on proper grounds will safeguard and promote the students' welfare.
12. **ETHOS:** All forms of discrimination including bullying, harassment, victimisation and discrimination will not be tolerated.
13. **DRUGS:** BIMM has a zero tolerance policy in respect of illegal drugs.
14. **STUDENTS' PERSONAL PROPERTY:** Students are responsible for the security, safe use and insurance of all their personal property.
15. **COMPLAINTS:** Any concern or complaint about your care or safety must be notified immediately to BIMM. A copy of BIMM's current complaints procedure is available upon request.

16. **LIABILITY:** Save for death or personal injury caused by its negligence, BIMM does not accept responsibility for injury or other loss caused to the student or parents or for loss or damage to property.
17. **ORGANISATION/CURRICULUM:** Any student who has any specific requirements or concerns about any aspect of their education or progress should contact the appropriate member of staff as soon as possible.
18. **REPORTS AND REFERENCES:** Information concerning the progress and character of a student will be given conscientiously and with all due care, but, to the extent permissible by law, BIMM excludes any liability for giving such reports and/or references.
19. **BIMM DUBLIN'S REGIME:** Students and parents accept that the college will be run in accordance with the authority delegated by its Board of Directors and Executive Principal.
20. **CONDUCT AND ATTENDANCE:** The Institute attaches importance to courtesy, integrity, good manners and good discipline. Students are expected to take part in the activities of BIMM Dublin, attend each teaching day, be punctual, work hard, be well behaved and comply with the BIMM's "Golden Rules". The Student handbook will be provided during enrolment / induction week.
21. **DISCIPLINE WITHIN BIMM DUBLIN:** Students hereby accept the authority of the Principal and members of staff to take all reasonable disciplinary action according to the disciplinary procedures set out in the Student Handbook.
22. **PROCEDURAL FAIRNESS:** Investigation of a complaint which could lead to expulsion, removal or withdrawal of a student shall be carried out in a fair and unbiased manner.
23. **EXPULSION:** A student may be formally expelled from the Institute if it is demonstrated that the student has committed a grave breach of BIMM's rules or a criminal offence.
24. **DIRECTOR'S REVIEW:** Students may ask for a Director's Review of a decision to expel a student. The request must be made within seven (7) days of the decision being notified to students and/or parents.
25. **FEES AFTER EXPULSION:** If a student is expelled there will be no refund of fees, and all arrears of fees and any other sum due to BIMM will be payable immediately.
26. **LATE PAYMENT OF FEES:** Unless otherwise agreed by BIMM, all fees must be paid by the deadline shown on the first page of this contract. Interest may be charged on a day-to-day basis on fees which are unpaid after that time. Students may not be allowed to enrol on their course or, if they have enrolled, may be expelled should their fees remain outstanding after the deadline. BIMM will not issue any course certificate or award to any student who has not paid their fees in full.
27. **GUARANTOR:** If requested by BIMM, you will arrange for a guarantor acceptable to BIMM to enter into an agreement with BIMM whereby the guarantor guarantees the payment of your course fees and, any other amounts due, to BIMM.
28. **PUBLICITY:** By enrolling on the course the applicant authorises BIMM and/or any associated company to publish photographs and materials relating to the student's course of study with BIMM and career thereafter in all territories for the purposes of publicity and promotion without restriction.
29. **TERMINATION BY BIMM:** BIMM may terminate this agreement on one term's written notice or less than one term's notice in a case involving expulsion or required removal. BIMM will not terminate this contract without good cause and full consultation with the student (and parents where appropriate).
30. **CANCELLATION OF COURSES:** In the case of unforeseen circumstances, or if insufficient student numbers are enrolled onto a course, BIMM reserves the right to cancel any course prior to commencement. A full refund will be provided to any enrolled student where an appropriate alternative course is not available.
31. **JURISDICTION:** This contract was made by BIMM Dublin Ltd, 62/64 Francis Street, Dublin and is governed by the Laws of the Republic of Ireland.