

BRITISH INSTITUTE OF FACILITIES MANAGEMENT EXAMINATION STUDY PROGRAMME

1. YOUR CHOICE OF PROGRAMME *(Please tick)*

Home Study - Part One Home Study - Part Two

Induction workshop preferred date: _____

General Revision Workshop Date: _____

Case Study Workshop Date: _____

2. PERSONAL DETAILS *(Please tick)*

Mr Mrs Ms Miss Other _____

Full name: _____

Date of birth: _____ Nationality: _____

BIFM membership grade: _____ Membership no. _____

Job title: _____

Work tel: _____ Work fax: _____

Home tel: _____ Mobile: _____

Email: _____

(This is an essential requirement to maintain contact during your studies)

Occasionally we may wish to send you relevant offers and information by email
Please tick to opt into this service

Contact address: _____

Postcode: _____

Employer's name: _____

Address: _____

Postcode: _____

Delivery address _____

Postcode: _____

I agree that my details may be passed onto BIFM who will only use the data for the purposes of administering my registration onto this programme and membership to the institute. Your details will not be passed to any other organisation outside FM Tutor.

Signature: _____ Date: _____

Please tick if you have previously studied with BPP or FM Tutor?

Please tick if you have previously studied for the BIFM Qualification?

If yes, who was the provider? _____

3. ENQUIRY SERVICE

Please indicate the way in which your enquiry was handled? *(Please tick)*

Excellent Good Fair Poor

Any comments _____

4. YOUR ADDITIONAL REQUIREMENTS

As an Equal Opportunities organisation we aim to comply with all anti-discrimination legislation and provide appropriate support to all our students. Do we need to be aware of any special arrangements or equipment that you may require to assist you in your studies?

Do you have any special needs/disability that may affect you in the event of a building evacuation whilst attending workshops? *(If yes please tick)*

If yes please arrive for the start of the first day of your course 15 minutes early to allow for the local site Health & Safety Officer to complete the necessary evacuation procedure and assessments with you.

5. EDUCATION/CAREER HISTORY *(Please attach recent C.V.)*

6. PAYMENT *(Who will be funding the course? Please tick)*

Self-funded

Payment can be made by cheque (FM Tutor) or BACS transfer.

Employer funded

Does your company require you to provide a Purchase Order number?

If yes, please state what it is

Who should the invoice be sent to: _____

Authorising name: _____ Signature: _____

Job function: _____ Department: _____

Employer: _____

Address: _____

Postcode: _____ Daytime tel: _____

Payment can be made by cheque (FM Tutor) or BACS transfer.

7. HOW DID YOU HEAR ABOUT FM TUTOR?

(Please tick and complete details where relevant)

Advert FM Tutor Website BPP Website BIFM Website

BIFM Publication Previous BPP Student From Employer

From Colleague/Friend Other *(Please state)* _____

8. DECLARATION

I confirm that the information given above is true to the best of my knowledge, and that I wish to book a place on the chosen programme as indicated, constituting an order of purchase. I agree to submit payment for the programme once invoiced. I confirm by signing this application form that I have read and agree to the terms and conditions stipulated overleaf.

Signature: _____ Date: _____

Please return to:
FM Tutor
28 Burnside
Fleet
Hampshire
GU51 3RE

FMtutor

Email: jane@fmtutor.co.uk
Website: www.fmtutor.co.uk

These terms and conditions and the application form comprise the agreement pursuant to which FM Tutor provides private tuition and BPP Learning Media Ltd supplies study material to the customer.

1. Payment Terms

- 1.1 Full payment or authorisation to invoice an employer, must accompany the application form.
- 1.2 Full payment or authorisation to invoice an employer is required when any study materials are ordered and prior to any materials being despatched.
- 1.3 Full payment or authorisation to invoice an employer for any online study tool is required when ordered and prior to any log on details being supplied.
- 1.4 FM Tutor acts as agent for BPP Learning Media Ltd in collecting payments for any study materials supplied under this Agreement.
- 1.5 Where FM Tutor has received authorisation to invoice employer the following payment terms apply:
 - Full payment is due within 14 days from the date of the invoice.
 - Payment is due immediately if booking is made less than 14 days before the course start date.
 - If FM Tutor fails to receive full payment of the invoice by the course start date the customer may be refused entry to the course.
 - FM Tutor and BPP Learning Media Ltd reserve the right to charge late payment interest on any outstanding invoices, at a rate of 8% above the Bank of England base rate.
 - FM Tutor and BPP Learning Media Ltd reserve the right to recover any reasonable debt collection costs in connection with this Agreement.
 - The employer is liable for all unpaid invoices.

2. Study Materials

- 2.1 All study materials, including but not limited to Distance Learning Materials, CD Rom, i-Learn CD Rom, i-Pass CD Rom, Audio Success CD, Revision/Assessment/Tool Kit, MCQ Cards, Passcards, Question Banks, Review Exercises, Mock Exams (papers and suggested solutions), Online Tests, Online Tutorials, Online Downloads and Study Texts are supplied to the customer by BPP Learning Media Ltd.
- 2.2 Unless Clause 3.2 applies, BPP Learning Media Ltd will despatch study materials on receipt of full payment or authorisation to invoice an employer in accordance with the following delivery guidelines:
 - UK: delivery within approximately 5-7 working days of despatch;
 - Europe: delivery within approximately 6-8 working days of despatch; and
 - Rest of the world: delivery within approximately 10-12 working days of despatch.
- 2.3 FM Tutor must be notified of any queries, complaints or short deliveries within 14 days of receipt of study materials.
- 2.4 Under no circumstances are courses or study materials transferable between customers.

3. Classroom Courses (BIFM Workshops)

- 3.1 Customers must bring the relevant course joining instructions to all sessions of the course. Failure to bring joining instructions may lead to customers being refused entry to the course.
- 3.2 Where Learning Materials have been purchased from a third party on the students behalf, these cannot be returned or refunded.
- 3.3 FM Tutor reserves the right to cancel, reschedule, or change the location of a course, if in the opinion of FM Tutor, such an action is necessary. FM Tutor will notify the customer as soon as the change is made. In such circumstances, the customer has the option to reschedule the course, apply the fees to another course, or to receive a refund or credit note for the course fees paid.
- 3.4 Subject to availability, provided full payment has been received, and FM Tutor is informed at least 14 working days prior to the course date, it may be possible to transfer to an alternative course date, for which a course transfer fee of £50 will be charged. Such transfer may also give rise to an additional charge by BPP Learning Media Ltd for replacement study materials.
- 3.5 Under no circumstances are courses or study materials transferable between customers.
- 3.6 Once your application form is received, your place confirmed and the 14 days cooling off period expired, it is deemed that you have accepted a place on the course. If you decide to cancel or delay a course to a later intake you will be liable for a cancellation fee. Courses cannot be cancelled or deferred less than 14 days prior to the course start date, and full fees will be payable unless otherwise agreed in writing by us.

4. Intellectual Property

- 4.1 BPP Learning Media Ltd grants the customer a non-transferable, non-exclusive licence to use BPP Learning Media Ltd's products (including information, training material content, software and data) under the terms of this Agreement.
- 4.2 This licence terminates upon termination of this Agreement for whatever reason.
- 4.3 The customer warrants that they shall only use BPP Learning Media Ltd's products for their own educational purposes and shall not, without BPP Learning Media Ltd's prior written consent, copy, make available, retransmit, reproduce, sell, disseminate, licence, distribute, publish, broadcast or otherwise circulate BPP Learning Media Ltd's products (or any part of them) to any person other than in accordance with this Agreement.
- 4.4 The customer shall fully indemnify BPP Learning Media Ltd in respect of any infringement of any intellectual property rights arising as a result of their use of BPP Learning Media Ltd products in breach of this Agreement.
- 4.5 This clause 5 does not apply to MyBPP.

5. Overseas students

- 5.1 Customers who need a student visa in order to study with FM Tutor must ensure that they meet their visa requirements.
- 5.2 In the case of visa refusal, a course deferral may be allowed at FM Tutor's discretion, provided that at least 14 days notice is given prior to the start of the course. Alternatively, a refund may be given if FM Tutor is supplied with a copy of the visa refusal letter and a copy of the photo page of the customer's passport. Any refund given will be subject to a deduction for study materials and a cancellation fee of £100 and will only be processed if the required paperwork is received by FM Tutor within 28 days of the start date of the course.
- 5.3 Customers with student visas are responsible for ensuring that their attendance at class is recorded as evidence of attendance as per Home Office requirements.
- 5.4 FM Tutor reserves the right to remove a customer from a course at any time for failure to comply with attendance requirements and no refunds will be given.
- 5.5 FM Tutor will only issue customers who wish to extend their visa with a visa support letter once they have re-enrolled on a FM Tutor course and have paid half of the fees for that course.

6. Change of address or other contact details

FM Tutor must be notified in writing of any change in a customer's contact details, including the email address specified on the customer's application form.

7. Security

Personal possessions are the sole responsibility of the customer and FM Tutor accepts no responsibility for anything that is lost or stolen from its venues. Customers are advised to keep valuables with them at all times.

8. Notices

Any notices required to be served by FM Tutor or BPP Learning Media Ltd under this Agreement will be deemed properly served if sent via prepaid postage to the postal address, or emailed to the email address notified by the customer, at FM Tutor's discretion.

9. Limitation of Liability

- 9.1 The liability for FM Tutor and BPP Learning Media Ltd for direct losses arising out of their negligence (other than in respect of liability for death or personal injury), breach of contract or any other cause of action arising out of or in connection with this Agreement shall be limited to the cash receipts from the customer (or employer) for the course or study materials.
- 9.2 FM Tutor and BPP Learning Media Ltd shall not be liable for any indirect or consequential loss whether arising from negligence, breach of contract or otherwise.

10. Warranty

- 10.1 BPP Learning Media Ltd warrants that study materials will be of satisfactory quality but does not warrant that study materials will be error free.
- 10.2 FM Tutor warrants that it will perform any services under this Agreement with reasonable skill and care.
- 10.3 These warranties are provided in lieu of all other warranties express or implied which are hereby excluded to the fullest extent permitted by law.

11. Data Protection

- 11.1 Customers agree that, in relation to information held from time to time, FM Tutor and BPP Learning Media Ltd may:
 - Use the information to perform their obligations and enforce rights under this Agreement.
 - Use the information to inform customers about courses, products or services which may be of interest to them.
 - Use the information to inform customers of feedback and exam results.
 - Communicate with the customer's employer regarding their progress, results and attendance.
- 11.2 Customers have the right to receive details of the personal information held by FM Tutor or BPP Learning Media Ltd. A fee of £20 will be payable.
- 11.3 In the event that customers do not wish to receive correspondence from FM Tutor or BPP Learning Media Ltd, a written request should be sent to the registered office.

12. Validity

If any provision of this Agreement is held to be invalid or unenforceable by any tribunal of competent jurisdiction, the remaining provisions shall not be affected and shall be carried out as closely as possible according to the original intent.

13. Jurisdiction

The parties to this Agreement irrevocably submit to the exclusive jurisdiction of the English Courts for the determination of disputes arising under this Agreement.

14. Support Period

The support period available to students/candidates commences on the date of the induction session or workshop and continues for 12 calendar months. Services required outside this period will be subject to additional fees. Support includes tuition as identified in the course materials and is to enable successful completion whilst the student/candidate remains committed to pursuing the qualification. No refunds will be given to students/candidates who decide to leave the course before completion. There may be exceptional circumstances to which due consideration will be given on receipt of written application stating the details of the circumstances in full.

15. Programme Flexibility

Once a student/candidate has commenced a programme with FM Tutor, it is our policy to provide support to enable successful completion while the student/candidate remains committed to pursuing the programme. No refunds will be given to students/candidates who decide to leave their course/programme before completion. There may be exceptional circumstances to which due consideration will be given on receipt of written application from the student/candidate stating the details of the circumstances in full. If a student requires additional support beyond the extent of their 'support period' this can be arranged but this would attract additional fees.

16. Institute Membership

The BIFM require students to be registered members and associated fees are separate to Course fees paid to FM Tutor. It is the responsibility of the individual student/candidate to join and maintain their membership. FM Tutor may be required to notify professional bodies of the details of enrolled students/candidates.

17. Flexible Learning and Time Management

This term relates to the mode of study, workshop attendance and self study via course materials. Attendance, course work and where appropriate exam sittings are detailed within the Scheme of Work issued to students. Adherence to the Scheme of Work schedule is a mandatory requirement of the programme. It is a reasonable expectation that students/candidates work consistently towards a successful outcome. FM Tutor reserves the right to cancel the programme support, without refund, of a student/candidate who consistently fails to make satisfactory progress or to meet deadlines. Where a student cannot attend a workshop in accordance with the Scheme of Work an alternative may be offered.

18. Examinations

Entry to examinations is managed directly by BIFM. Only paid-up members of BIFM may sit the examinations. All costs for travel and accommodation incurred by students/candidates are borne by the student.

19. Plagiarism

This is viewed as academic theft and any suspected incidence will be fully investigated and may result in the student/candidate being removed from the course with no refund of fees paid. The professional body associated with the qualification will also be informed of any proven incidence.

20. Admission

FM Tutor expects that all students will act in a responsible and professional manner. However, we reserve the right to withdraw a student from any of our courses if it is deemed they have demonstrated behaviour which is unacceptable, disruptive or offensive to other students/candidates or staff. If a student is asked to leave a course no refund of unused study or support time will be made.

21. Customer Declaration

By signing this application form agreement has been made as follows:

- To ensure full payment of invoiced fees is received. For sponsored students there is an obligation to pay outstanding fees even if the student is no longer employed by their sponsor.
- To enter an agreement for services and products as required to complete the course specified.
- That all information provided is true and accurate.
- The terms and conditions have been read and accepted in full.
- That by signing an application form a contract has been entered into with both FM Tutor and BPP Learning Media Ltd.
- If you are a sponsored student/programme progress reports will be provided if requested by your employer and with your permission.