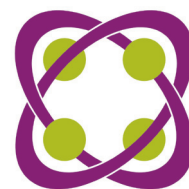


FM Tutor & Associates Ltd Application Form

Please complete the form in BLOCK CAPITALS using a black pen.



BRITISH INSTITUTE OF FACILITIES MANAGEMENT QUALIFICATION PROGRAMME

1. YOUR CHOICE OF COURSE (Please tick)

Level 3 4 5 6
Award Certificate Diploma
Format Workshop (Daytime) Distance Learning Blended
Unit only

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: _____
Home tel: _____ Mobile: _____
Email: _____
(This is an essential requirement to maintain contract 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 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 learners. 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 Tutor to complete the necessary evacuation procedure and assessments with you.

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

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

Self funded ELCAS

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

Employer funded

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

If yes, please state what it is. PO

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 & Associates Ltd) or BACS transfer.

7. HOW DID YOU HEAR ABOUT FM TUTOR?

(Please tick and complete details where relevant)

Advert FM Tutor Website BIFM Website
BIFM Publication From Employer CTP
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

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



Approved by MoD
in support of the
ELC scheme



GENERAL TERMS & CONDITIONS APPLICABLE TO ALL LEARNER AGREEMENTS, STUDY PROGRAMME REGISTRATIONS AND CLIENT STUDY PROGRAMMES

Definitions

'FM Tutor' - shall mean FM Tutor & Associates Ltd whose registered office is: Larch House, Parklands Business Park, Forest Road, Denmead, Waterlooville, Hampshire, PO7 6XP.

'Tutor' - shall mean any of the Associates who provide a service to FM Tutor.

'Learning Package' – shall mean the course(s) and study programmes identified on the invoice and all related materials, learner and candidate support, tuition and Awarding Body registration fees where applicable.

'Materials' – shall mean the learning materials and books for registration on qualification study programmes. Replacement of mislaid or stolen materials will incur costs to the learner.

'Outstanding Balance' – shall mean the amounts payable for fees under this agreement, less the amount paid.

'Total Amount Payable' – shall mean the amount specified as the Total Amount Payable as stipulated within the invoice for payment.

'Support Period' – shall mean the period of support available to learners commencing on the date of the induction session and covering designated period from the end of the month that the learner is registered with the Awarding Body, as indicated in the Learner's cohort registration number. BIFM currently permit two years for each qualification registration.

Terms

Services – During the Support Period, we will provide you with support and tuition as set out in scope of work. If requested, in writing, we may at our sole discretion, extend the Support Period for an agreed fee, in accordance with the terms of the Awarding Body registration process.

Learner Transfer – If a learner decides to transfer to another BIFM recognised tuition centre for the remainder of their studies, we will transfer the unexpired fees paid for the Learning Package, less the BIFM registration fee, and the costs incurred by FM Tutor in respect to the learning material provided and the units studied PROVIDED THAT we have received the balance of fees due on our original invoice.

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

Additional charges in the event that a learner decides to change the programme they originally contracted to undertaken or decides to transfer to another tuition centre, FM Tutor reserves the right to apply an administration fee of £100. Services outside the 'support period' will be subject to additional fees as required by the Awarding Body and FM Tutor.

Self funded learners – An initial payment is required on application to cover the cost of Learning Materials and the Awarding Body (BIFM) registration. The balance of the learner's fees can be paid for either in full before the programme start date or via an agreed instalment basis. After the initial payment, instalments must be paid at the agreed frequency. Penalties will be incurred if payment plans are not adhered to as defined on the invoice.

Warranties and Limitation of Liability – We warrant that the FM Tutor materials will be of a satisfactory quality but do not warrant that the Materials will be error free.

We warrant that we will perform any services provided with reasonable skill and care.

These warranties are provided in lieu of all other warranties expressed or implied which are hereby excluded to the fullest extent permitted by law. Our liability for direct losses arising out of our 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 total price paid for the Learning Package as detailed on the invoice.

Other than in respect of liability for death or personal injury arising from our negligence, we shall not be liable for any indirect or consequential loss or damage whatsoever (including without limitation and loss of profits, loss of revenue, loss of opportunity or your liabilities to third parties) which you may suffer arising out of or in connection with this Agreement.

Miscellaneous - Any relaxation or indulgence which we may extend to you shall not affect your statutory rights under this Agreement.

If any part of this Agreement is held to be unenforceable the remaining terms and conditions shall continue in force.

All liabilities or obligations arising under this Agreement shall be enforceable against you after termination of this Agreement.

You will notify us immediately in writing of any change in your circumstances such as personal contact details including email address, telephone and postal address. Any notices required to be served under this Agreement will be deemed properly served if sent by way of prepaid postage to your last known address.

Data Protection - You agree that, in relation to information we hold on you from time to time, FM Tutor may:

- Use your information to provide the Materials to you and otherwise perform our obligations and enforce our rights under this Agreement;
- Use your information to inform you about other courses, products or services which may be of interest to you;
- Use to inform you of feedback, and / or assessment results:

You have a legal right to receive details of the information we hold about you if you apply in writing to us. A fee of £20.00 + VAT will be payable.

You have a legal right to stop us from contacting you, or giving your details to others, by writing to us.

We have a legal obligation to destroy documentation no longer relevant to a current learner after a period of time. Our current policy is to destroy materials once learners have completed a qualification, or part thereof, or if a learner is dropped out of a training course after 3 years.

BIFM membership – The Institute requires all learners to be registered members. Registration fees are collected by FM Tutor on behalf of the Awarding Body, BIFM. These fees are non-refundable.

Course Materials – On the first day of your course or study programme, you will receive your FM Tutor Learners Handbook and materials for the first unit of study. Please be aware that delays in payment may result in the delivery of materials being delayed, which may adversely affect your study plans.

Programme Flexibility – Once a learner has commenced a study programme with FM Tutor, it is our policy to provide support to enable successful completion while the learner remains committed to pursuing their qualification.

Time management – All our courses and study programmes have specific schedules including workshop dates (if applicable) and assessment submission deadlines which are set out in the Scheme of Work at the beginning of the course. It is anticipated that learners will adhere to these programme schedules which are designed to assist with the successful completion of their qualification within the two-year registration period permitted by the Awarding Body, BIFM.

Learners, who encounter unforeseen circumstances that impact on the programme schedule, must follow the Special Consideration guidance in the Learners Handbook.

Electronic communication – FM Tutor encourages communication by Email. The email address that is completed on the application form (along with the positive affirmation to be able to use this mode) will be applied to our database and used for the purposes of communication with the learner and with the officiating institute who award the final qualifications. Any change in the email address must be confirmed to: admin@fmtutor.co.uk

Security - Personal possessions are the responsibility of the individual and FM Tutor can accept no responsibility for anything that is lost or stolen from venues hired by FM Tutor. Learners are advised to keep valuable with them at all times.

Payments – We agree to sell you and you agree to buy the Learning Package for the Total Amount Payable on the invoice. Under no circumstances shall we be deemed to have received payment until payment has actually been received by us in full. This includes all instalment arrangements for self funding learners and employer sponsored learners. You will submit payment within the terms described in the invoice.

Cancellation - According to the Distance Selling Regulations 2000, you have a cooling off period of seven working days from our confirmed acceptance of your application. This period allows an unconditional right to cancel by you or FM Tutor. You will be required to make such a request in writing to FM Tutor. Once a completed registration form is received, a place is confirmed and the seven days cooling off period has expired, it is deemed that the learner has accepted a place on the course / programme. If the learner subsequently decides to cancel then the learner may be liable for a cancellation fee of 10% of the course fee.

Where learning materials have been purchased from a third party, on your behalf, these cannot be returned and must be paid for in full.

Learner Declaration – By signing this application form, agreement has been made as follows:

- To ensure full payment of invoiced fees is received by FM Tutor. For employer sponsored learners there is an obligation to pay outstanding fees even if the learner is no longer employed by their sponsor.
- To enter an agreement for services and products as required to complete the study programme 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 FM Tutor.
- Study progress reports can be provided if requested by a learner's employer and with permission of that learner for employer sponsored learners only.

Learner commitment – We have a reasonable expectation that learners work consistently towards a successful outcome. We reserve the right to cancel the place of a learner who consistently fails to make satisfactory progress or to meet deadlines. No refund of fees received will be made in such circumstances.

Plagiarism – We and the BIFM view this as academic theft and any incidence will be taken extremely seriously and result in the learner being removed from the course / programme with no refund of fees. The professional body associated with the qualification will also be informed of any proven incidence.