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| Last reviewed | March 2023 |
| Next Review Date | March 2024 |
| Reviewed By: | Reviewed and approved by DA |

BARBRI SQE PREP ENROLMENT TERMS AND CONDITIONS

1. INTRODUCTION

1.1 These Terms and Conditions apply to the enrolment of the undersigned student (the “Student”) on the Course and the provision of the Course by the Company.

1.2 In these Terms and Conditions, the following terms have the following meanings:

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| “Agreement” | has the meaning set out in Clause 2.1 |
| “BARBRI Guarantee” | has the meaning set out in Clause 10.1 |
| “Cancellation Date” | has the meaning set out in Clause 7.1 |
| “Course” | means the SQE1 Prep Course and/or the SQE2 Prep Course |
| “Company” | means BARBRI Global Limited registered in England and Wales with company number 13733203 and with its registered office at Thanet House, 231-232 Strand, London, United Kingdom, WC2R 1DA |
| “Deferral Notice” | has the meaning set out in Clause 9.2 |
| “Enrolment Deposit” | means a deposit of £199 |
| “Fees” | means the Course fees as published on the Company’s website |
| “Force Majeure Event” | has the meaning set out in Clause 8.2 |
| “Instalment Plan” | has the meaning set out in Clause 3.4 |
| “Personal Study Plan” | means the Student’s personal study plan, located on the Company’s learning management system |
| “SQE Assessments” | means the SQE1 and the SQE2 (administered by the SQE Assessment Provider) |
| “SQE Assessment Provider” | means Kaplan or any successor provider (on behalf of the Solicitors Regulation Authority) |
| “SQE1 Prep Course” | means the Company’s preparatory course designed to prepare students for the SQE1 |
| “SQE2 Prep Course” | means the Company’s preparatory course designed to prepare students for the SQE2 |
| “SQE Prospectus” | means the prospectus for the Courses as at the date the Student enrolls on a Course and available here |
| “Student” | has the meaning set out in Clause 1.1 |
| “Student Handbook” | means the student handbook available here |
| “Terms and Conditions” | means this document, the Terms and Conditions of Enrolment on the BARBRI SQE Prep Course |
| “Workshops” | means the optional in person workshops provided by the Company (if selected by the Student in the enrolment form and confirmed as available by the Company) |

2 THE CONTRACT

2.1 The Company and the Student are bound by these Terms and Conditions upon submission of a completed enrolment form and payment of the Enrolment Deposit by the Student and confirmation by the Company of the Student's registration onto the Course. A Student accepts these Terms and Conditions, which along with:

2.1.1 the Student Handbook; and

2.1.2 the Company's policies and procedures which are notified to the Student, form the contract between the Company and the Student in relation to the Course (the "Agreement").

2.2 Where there is any inconsistency between these Terms and Conditions and the Student Handbook or the Company's policies and procedures, these Terms and Conditions will take precedence.

2.3 The Company may, in its sole discretion, accept or reject any enrolment application by any student to enrol on a Course, and will notify the Student in writing by e-mail accordingly and refund any enrolment deposit paid.

2.4 The payment by or on behalf of the Student of any sum intended to be in respect of Course Fees on the date on which the prospective student submits their enrolment form will not oblige the Company to accept an enrolment from that Student.

2.5 The Student may not assign this Agreement or any of their rights or obligations hereunder.

3 PROVISION OF THE COURSE

3.1 The Student is solely responsible for determining whether they have sufficient time and ability to complete the Course and it is suitable for their needs.

3.2 The Student accepts and agrees that it is their sole responsibility to comply with all eligibility requirements of the regulatory body for the relevant SQE Assessments. The eligibility requirements are available [here](#). Students acknowledge that the Company does not provide the SQE Assessments and has no liability to the Student in respect of the SQE Assessments.

3.3 The Student will provide the Company with all reasonably requested information in connection with the Course.

3.4 The Company will provide the Course as described in the SQE Prospectus (as amended from time to time).

3.5 The Fees do not include the Student's travel, accommodation, subsistence, insurance, or other costs that may arise prior to or during the Course or in connection with eligibility for or sitting the SQE Assessments.

3.6 The location of the Workshops is subject to availability and depends on sufficient student enrolments in each location. The Company reserves the right to cancel the provision of a Workshop in a location up to three (3) weeks in advance of the start date of the Course. If the Company cancels a Workshop, it shall first offer to re-arrange the Workshop for an alternative date or offer an online alternative to the Workshop (it being acknowledged that if the Student accepts the re-arranged Workshop date or online alternative, no refund of fees paid in respect of the Workshop will be made). If the Company is unable to offer an alternative date for the re-arranged Workshop or an online alternative to the Workshop, or if the Student does not wish to

accept the re-arranged Workshop date or online alternative, the Company shall make a refund of all fees paid in respect of the Workshop. Affected Students may also be entitled to a refund of travel or accommodation costs in accordance with BARBRI's Refund and Compensation Policy.

- 3.7 Students will be required to provide their own IT equipment to fully access the Course which must comply with the IT requirements set out in the Student Handbook.

4 PAYMENT TERMS

- 4.1 On enrolment the Student must pay the Enrolment Deposit. The Enrolment Deposit is non-refundable, unless the Company rejects an enrolment application in accordance with Clause 2.3 or if the Student cancels the Agreement pursuant to Clause 7.
- 4.2 The Student is liable to the Company for the Fees on the date the Company confirms the registration of the Student onto the Course.
- 4.3 The Fees are due on the date the Company sends an invoice to the Student unless the Company and the Student enter into an Instalment Plan in accordance with Clause 4.4.
- 4.4 If the Student elects to pay by instalments, the Fees and the instalment fee (£99) must be paid in accordance with the terms agreed in the instalment plan (the "Instalment Plan") between the Student and the Company. Further details of the Instalment Plan and a Student's options in this regard are set out in the Student Handbook.
- 4.5 The Company will accept payment of the Fees in accordance with the terms of the invoice.
- 4.6 If a Student has their Fees paid for by an external sponsoring organisation, the Fees are due in accordance with the payment terms set out in the invoice sent directly to the sponsoring organisation by the Company. In the event of non-payment of part or all Fees by the sponsoring organisation, the outstanding amount will be invoiced to the Student and shall be payable within 14 days.

5 AMENDMENT OF COURSE BY THE COMPANY

- 5.1 The Company reserves the right to:
- 5.1.1 make reasonable amendments to the Course, for example to keep the Course up to date, or to respond to feedback from students or external changes within legal practice, or to align with the changing requirements of the Office for Students or the Solicitors Regulation Authority assessment specification;
 - 5.1.2 change the individuals responsible for organising or delivering the Course; and
 - 5.1.3 change the Workshop location to an alternative location within a five-mile radius of the advertised venue.
- 5.2 The Company will inform the Student about all Course amendments or a new Workshop location with as much notice as reasonably possible. If a Student reasonably believes that substantial Course amendments, or a new Workshop location will have a material prejudicial effect on them, they may either terminate the Agreement and/or withdraw their application for the Course without any liability to the Company for Fees. In such a circumstance, any Fees already paid will be refunded in full to the Student and the Student may be entitled to compensation in accordance with the Company's Refund and Compensation Policy.

5.3 If the Course is cancelled/postponed by the Company, the Company will notify you as soon as possible and will take reasonable efforts to propose a suitable replacement course with a third-party provider, where such a suitable course exists. In this circumstance, you may terminate the Agreement and withdraw from your Course without any liability for Fees. In such a circumstance any Fees already paid will be refunded in full to the Student and the Student may be entitled to compensation in accordance with the Company's Refund and Compensation Policy.

6 CANCELLATION BY THE COMPANY

6.1 The Company may cancel the Agreement at any time with immediate effect by giving a Student written notice if:

- 6.1.1 a Student has failed to meet or no longer meets the entry requirements for the Course (including by way of the Company discovering that a Student has falsified their qualifications, or their application contains material inaccuracies or fraudulent information, or that significant information has been omitted from the application form);
- 6.1.2 a Student does not pay their Fees, by the enrolment deadline (as such date is notified to the Student);
- 6.1.3 the Company loses its right for the purposes of relevant legislation or regulatory requirements to provide the Course to a Student;
- 6.1.4 if a Force Majeure Event prevents us from providing the Course for longer than 4 weeks;
- 6.1.5 a Student is found guilty of a serious breach of the Student Handbook at a disciplinary hearing; or
- 6.1.6 a Student breaks the Agreement in any material way (excluding the obligation to pay Fees), and, where that situation is capable of being corrected, a Student does not correct it within 14 days of the Company asking them to do so.

6.2 If the Agreement has been terminated (for any reason), a Student will no longer be entitled to attend lectures, Workshops, use the Company's facilities or services, access online materials, submit assessments, take tests/examinations.

7 CANCELLATION OF THE COURSE BY THE STUDENT

7.1 The Student can cancel their application for enrolment on the Course within 14 days of paying the Enrolment Deposit (the "Cancellation Date").

7.2 To cancel the Course the Student must notify the Company in writing by e-mail at ukoperations@barbri.com or complete the cancellation form available here by the Cancellation Date.

7.3 Provided written notice of cancellation is received by the Company on or before the Cancellation Date, all Fees (including the Enrolment Deposit and any standard delivery costs for delivering the textbooks but excluding the costs of your text books to the extent these have been shipped to you (see Clause 7.4 below)) already paid will be refunded to the Student within fourteen (14) days of receipt of the notice of cancellation. The Company recommends that the Student keeps a copy of any cancellation e-mail and any acknowledgement.

7.4 If at the point the Student cancels pursuant to this Clause 7, textbooks have been shipped to the Student, the Student will only receive a refund of the costs of the text books, after he/she returns the text books to the Company at Thanet House, 231-232 Strand, London, United Kingdom, WC2R 1DA in accordance with this Clause. The Student must return the textbooks

without undue delay and in any event not later than 14 days from the day on which a Student communicates their cancellation of this Agreement. The deadline is met if the Student returns the textbooks before the period of 14 days has expired. The Student is responsible for the cost of returning the textbooks to the Company. The Student who returns their textbooks in accordance with this Clause will receive a refund of their Book Fees within 14 days of:

7.4.1 the Company's receipt of the textbooks; or

7.4.2 the Student providing the Company with adequate evidence that the textbooks have been returned to the Company, whichever is earlier.

7.5 If the Student wishes to cancel their enrolment on the Course after the Cancellation Date they may do so in writing by e-mail by contacting the Company at ukoperations@barbri.com. If the Student cancels their enrolment on the Course after the Cancellation Date, they will not be entitled to a refund of any Fees paid (save as set out in Clause 8.4).

8 FORCE MAJEURE

8.1 The Company will do all that it reasonably can to provide the Course as described in the SQE Prospectus. Despite taking all reasonable steps to prevent them occurring, and to mitigate their impact, some events outside the Company's control may mean that it is not able to provide the Course.

8.2 The Company shall not be liable to Students for any failure or delay in the delivery of the Course arising from matters outside its control. This includes but is not limited to: industrial action which it is not within the capacity of the Company to resolve; severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease or failure of public utilities or transport systems/networks (a "Force Majeure Event"). The Company would normally expect such events to be short term, and it will take steps to minimise any disruption a Force Majeure Event has on delivery of the Course.

8.3 If a Force Majeure Event results in the complete inability to deliver the Course for a continued period of 4 weeks or more, then Students will be entitled to either defer to the next available Course or terminate the Agreement with immediate effect by notifying ukoperations@barbri.com in writing.

8.4 If the Agreement is terminated due to a Force Majeure Event in accordance with Clause 6.1.4 or Clause 8.3, the Company shall at the Student's election, either refund any Fees paid to the Student or allow the Student to enrol onto the next available Course (without incurring any further liability for Fees).

9. DEFERRAL

9.1 The Student may defer their studies on the SQE1 Prep Course on one occasion only, to any SQE1 Prep Course commencing within 12 months of the Deferral Notice (as defined in Clause 9.2). Deferral is not available for the SQE2 Prep Course.

9.2 To defer their studies, the Student must complete payment of their full Fees before deferral to a later course. Upon receipt of payment the Student must provide written notice to the Company by e-mail to studentservices@barbri.com (the "Deferral Notice") and the Student must pay an administration fee of £399 (GBP) to the Company. The Company recommends that the Student keeps a copy of any Deferral Notice e-mail and any acknowledgement. The Student can only defer on their original Course and must defer and pay the relevant fee before the exam they intended to sit.

9.3 If the Student defers to a later SQE1 Prep Course, no fee adjustments or refunds will be given. Fees paid will be carried forward to the Student's deferred course. A student can make a formal application for a refund at the point of deferral if they request a refund within 14 days of paying the Enrolment Deposit in accordance with Clause 7.

9.4 If the Student seeks to re-enrol on another course after deferring once, they will be required to submit a new enrolment form, and the Fees for a new application will be payable.

10. BARBRI GUARANTEE

10.1 If the Student takes the SQE1 Prep Course and does not pass the SQE1, the Student may repeat their studies by joining any SQE1 Prep Course offered by the Company within 12 months of the results date for the SQE1. This repeat course will be offered by the Company without the Student paying any additional fees (the "BARBRI Guarantee").

10.2 If the Student takes the SQE2 Prep Course and does not pass the SQE2, the student may use the BARBRI Guarantee to repeat their studies by joining any course offered by the Company within 12 months of the results date for the SQE2, provided that the Student has completed 70% of the tutor calls and practice feedback sessions of the SQE2 Prep Course assigned via their Personal Study Plan and undertaken all of the simulated assessments.

10.3 The BARBRI Guarantee does not include any upgrades, such as supplemental workshops or a new set of books and the Student will need to purchase and pay for any such supplemental workshop or books separately.

11. MOVING FROM SQE1 TO NEXT IMMEDIATE SQE2

11.1 If a Student chooses to join an SQE2 Prep Course before receiving their SQE1 results, the Company will allow the Student to do so, subject to the following terms:

11.1.1 the Student will receive full access to SQE2 Prep Course materials and be assigned a tutor from the beginning of the SQE2 Prep Course once they have paid their Fees for the SQE2 Prep Course;

11.1.2 the Student must provide proof of SQE1 results to the Company within 1 week of receipt of the same;

11.1.3 if the Student does not pass the SQE1 and provides the Company with evidence of having failed SQE1, the Student must complete payment of their full Fees before moving to a later course. Upon receipt of payment the Student must provide written notice to the Company by e-mail to studentservices@barbri.com and the Student must pay a transfer fee of £999 (GBP) to the Company subject at all times to Clause 11.1.4; (it being acknowledged that the Student can only commence the SQE2 Prep Course after they pass the SQE1).

11.1.4 the Student may only transfer to a later SQE2 Prep Course due to not passing SQE1 (in accordance with Clause 11.1.3) once;

11.1.5 if the Student does not pass SQE1 at the second attempt, the Fees allocated for the SQE2 Prep Course will be applied to a further iteration of the SQE1 Prep Course.

11.2 The responsibility for booking an SQE2 place with the SQE Assessment Provider lies with the Student. The Company encourages the Student to book and pay in full by credit/debit card for SQE2 within one week of the booking opening with the SQE Assessment Provider. The Company does not have control over the limited spaces in the exam and the onus is on the Student to book and pay their fees on time. The Company cannot be responsible for the

Student not booking and paying on time, and subsequently not getting a space on the SQE2 and the limited circumstances when the Company would allow the Student to transfer from their booked SQE2 Prep Course to a later SQE2 Prep Course are set out in Clause 11.4. If a Student does not gain a space on the exam they can contact studentservices@barbri.com to speak to an agent.

11.3 If a Student chooses to join an SQE2 Prep Course before obtaining a place on the SQE2, the Company will allow the Student to do so, subject to the following terms:

11.3.1 the Student will receive full access to SQE2 Prep Course materials and be assigned a tutor from the beginning of the SQE2 Prep Course once they have paid their Fees for the SQE2 Prep Course;

11.3.2 if the Student fails to gain an exam place with the SQE Assessment Provider for the SQE2 and provides evidence of not gaining a place to the Company, the Company will move the Fees paid for their proposed SQE2 Prep Course to a later SQE2 Prep Course (chosen by the Student) and transfer the Student to the later SQE2 Prep Course upon receipt of payment of a £999 transfer fee.

11.4 The Student acknowledges that the £999 transfer fee to be paid under this Clause 11 reasonably compensates the Company for having to deliver elements of the SQE2 Prep Course twice and is not a penalty.

11.5 If the Student fails the SQE2 they will still be eligible for a full BARBRI Guarantee in accordance with the terms of Clause 10.2. Nothing in this Clause 11 affects the BARBRI Guarantee provided for in Clause 10.2.

12. DATA PROTECTION

12.1 The Company will process the Student's data in accordance with data protection legislation and the Privacy Policy, which explains what data the Company might hold about Students, how it may use it, who it might share it with and the reasons for doing that.

13. ALUMNI POLICY

13.1 In addition to the BARBRI Guarantee, a Student may take a course provided by the Company or repeat a course more than once for the reduced alumni price available at the time (as detailed on the Company's website).

14. DEFAULT

14.1 If the Student defaults on any part or all of their obligations arising from this Agreement, they will be liable for all losses suffered by the Company in connection with such default, including but not limited to legal fees, collection and court costs. The Company reserves the right to terminate the Student's enrolment for reason of default and to report any payment defaults or delinquencies to a national credit reporting bureau or similar organisation.

15. COPYRIGHT

15.1 The Student acknowledges that the Company, and BARBRI Inc. own all rights, title and interest in and to all lectures and Course materials all of which are protected by the relevant copyright laws and shall not be shared, sold, copied, recorded or reproduced by the Student by any means or for any purpose.

16. COMPLAINTS

- 16.1 If the Student has a complaint about the Company, please follow the complaints procedure. If, having followed the complaints procedure to completion, the Student remains dissatisfied the Student has the right to make a complaint to the Office of the Independent Adjudicator for Higher Education.

17. GENERAL

- 17.1 Subject to Clause 17.3 below, the liability of the Company to the Student with respect to the provision of the Course, the cancellation, postponement or amendment of the Course, any negligence, breach of contract arising in any other way out of this Agreement will not extend to:
- 17.1.1 any loss of profits, loss of contracts or opportunity or loss of earnings even if the Company had been advised of the possibility of those losses or if they were within the Company's contemplation; or
 - 17.1.2 any costs or expenses incurred by any person or organisation in connection with travel, accommodation, reservations, or other arrangements.
- 17.2 In any event, subject to Clause 17.3 below, the liability of the Company to the Student with respect to the provision of the Course, the cancellation, postponement or amendment of the Course, any negligence, breach of contract arising in any other way out of this Agreement is limited to the amount of Fees due and payable by the Student in respect of the Course.
- 17.3 Nothing in this Agreement will operate to limit or exclude the liability of the Company for death or personal injury arising from the Company's negligence, fraud, or any other liability that by law cannot be limited or excluded.
- 17.4 Views expressed by any employee or contractor of the Company are their own, and the Company accepts no liability for advice given, or views expressed by them or in any notes or documentation provided to the Student.
- 17.5 All courses are taught in English. The Company does not accept any liability for any losses, costs, or expenses incurred by or on behalf of the Student, in connection with the Student's lack of English language ability. The Student warrants their suitability for the Course (including in respect of their English language ability).
- 17.6 The Company accepts no liability for the loss of or damage to the Student's property, and shall not provide any insurance cover whatsoever to the Student.
- 17.7 The Student shall have sole responsibility for fulfilling any requirements or accomplishing any objectives for which they purchased the Company's services or materials.
- 17.8 The Company may assign or transfer any or all of its rights under this Agreement (including to a member of the Company's group of companies), provided that it gives the Student prior written notice of the assignment or transfer including the identity of the assignee.
- 17.9 Failure or delay by the Company to exercise any of its rights or remedies (full or partial) under the Agreement shall not constitute any form of waiver.
- 17.10 This Agreement (including any non-contractual obligations arising out of or in connection with the Agreement) are governed by English law and are subject to the exclusive jurisdiction of the English Courts.

