
BARBRI GLOBAL LIMITED
Refund and Compensation Policy

1. PURPOSE

- 1.1 The purpose of this Policy is to set out the circumstances in which a student may be entitled to apply for a refund of fees, and / or for compensation (including where BARBRI has been unable to preserve continuity of study due to its actions or omissions).
- 1.2 This Policy sets out the process for applying for a refund and / or compensation, whilst ensuring BARBRI Global Ltd (the “**Company**”) complies with all legal and accounting regulations. The measures contained in this Policy are in addition to the protection that all students have under consumer protection law and does not affect a student's consumer rights.
- 1.3 This Policy should be read in conjunction with Terms and Conditions of Enrolment on the SQE Prep Course and the Company's course termination and student protection plan.
- 1.4 This Policy goal is to treat students as equal contractual partners, be clear, unambiguous, and respect the balance between each other's rights and obligations. It is an expression of the Company's good faith and fairness.
- 1.5 Capitalised terms used in this Policy shall have the meaning given to them in the Terms and Conditions of Enrolment on the BARBRI SQE Prep Course unless the context otherwise requires.

2. APPLICABILITY, ELIGIBILITY AND COMMITMENT TO TEACH-OUT

- 2.1 This Policy applies to all students enrolled with the Company for the SQE1 Prep, SQE2 Prep, SQE Foundations, SQE Edge, Prep for Practice course (“**Course**”) irrespective of whether a student is in receipt of a student loan, are sponsored, or pay their own fees.
- 2.2 The Company considers compensation and refunds to be remedies of last resort and it remains committed to supporting all students to continue and complete their Courses. The Company will take all steps it can to mitigate the impact on students of any discontinuation of study, such as providing additional learning opportunities or repeating parts of a Course.
- 2.3 The Company will always endeavour to teach students to the end of their Courses, including in situations where a decision has been taken to close a Course – for further details please see the student protection plan and course termination policy.
- 2.4 In the unlikely event that the Company is no longer able to provide continuation of study for Courses where students have already started studying, students may make a claim for a refund of tuition fees. This would apply only in situations where the Company is ceasing to deliver a Course before registered students of that Course have completed their studies, and both students and the Company have failed to agree on a suitable alternative Course to transfer to at another institution.
- 2.5 The Company will ensure that plans for closing Courses are communicated as soon as possible to students and appropriate advice and support is provided. These include seeking a suitable alternative Course at the Company or a different institution should the Company not be able to ‘teach out’ registered students on a Course which is being discontinued.
- 2.6 This Policy will not apply to you if you have had your registration terminated for any of the following reasons:
 - 2.6.1 at your request;
 - 2.6.2 in the normal completion of your Course; or
 - 2.6.3 because of student discipline or non-payment of tuition-related fees.

3. COMPENSATION

- 3.1 If the Company is unable to preserve the continuation of study for the student, or where the student has an alternative claim pursuant to the terms of this Policy, the Company will put into place a compensation plan which is relevant to the circumstances of the individual student. The level of compensation must be approved by the Head of Operations and will have due regard to the principles outlined in this Policy when determining the value of compensation to be paid.
- 3.2 In concluding an appropriate compensation plan, the Company will consider the provision of the following:
 - 3.2.1 tuition fee refunds owed in accordance with the terms and conditions of enrolment on the Course;
 - 3.2.2 additional costs reasonably incurred by the student because of a closure of a Course (including additional tuition fees or travel costs) (if applicable);
 - 3.2.3 additional costs reasonably incurred by the student because of a change in Workshop location (including additional travel costs) (if applicable);
 - 3.2.4 maintenance costs in respect of lost time, distress and / or inconvenience following a closure of a Course;
 - 3.2.5 maintenance costs where students must transfer to a different institution;
 - 3.2.6 additional tutor costs; and
 - 3.2.7 commitments to honour student bursaries.
- 3.3 The Company will seek to ensure that any compensation payable to any students under this Policy will be:
 - 3.3.1 reasonable;
 - 3.3.2 tailored to consider the needs of different students; and
 - 3.3.3 guided by the principles of the Office of the Independent Adjudicator.
- 3.4 The factors which will be used in assessing claims are whether:
 - 3.4.1 the Company has followed its own procedures and obligations in delivering the Course (such as quality assurance and communications to students);
 - 3.4.2 there has been a demonstrable loss to the student and if the student has been able to achieve the learning outcomes for their Course;
 - 3.4.3 the student has been affected in relation to their ability to take the SQE;
 - 3.4.4 the student has met their own obligation to mitigate losses;
 - 3.4.5 the student took advantage of any reasonable adjustments put in place to mitigate against the loss;
 - 3.4.6 the student remained disadvantaged despite the alternative arrangements;
 - 3.4.7 the Company communicated clearly and consistently with the student throughout the process, making them aware of any changes and how they might affect them; and

3.4.8 the student has any outstanding debt with the Company and if this will be taken into consideration in any assessment made by the Company as to the appropriate refund and / or compensation that may be due to the student.

3.5 The Company may require documentary evidence from a student when assessing what reasonable compensation may be payable.

4. **DEFERRAL/OVERPAYMENT**

4.1 If you defer to a later Course, no fee adjustments or refunds will be given. To defer your studies, you must complete payment of your full Fees before deferral to a later course, any fees paid will be carried forward to your deferred Course.

4.2 Any overpayment of Course fees arising from a deferral (in accordance with the terms and conditions of Enrolment on the Course) will automatically be carried forward to the deferred Course. These funds will be used to offset any fee liability upon resumption of studies. You can make a formal application for a refund at the point of deferral if the request is made within 14 days of paying the Enrolment Deposit in accordance with clause 7 of the Terms and Conditions of Enrolment on the Course.

5. **REFUND IN EXCEPTIONAL CIRCUMSTANCES**

5.1 The Company may consider a refund of tuition fees if a student is subject to exceptional circumstances. The Company regards exceptional circumstances to be matters which were unforeseen, manifested after the payment of tuition fees, and which make continuing study impracticable. The Company would not normally regard work pressures, or holidays to be exceptional circumstances.

5.2 By way of example only, bereavement, unexpected personal or family problems or illness might be considered as an exceptional circumstance. Long-term problems such as ongoing financial difficulties may not be accepted as an exceptional circumstance. If you have long-term problems, which affect your studies, you should always let us know. The Company may be able to provide some additional support. You may also wish to think about deferring your study in accordance with the terms and conditions of enrolment on the Course.

5.3 If you have cancelled or withdrawn from your Course, satisfy the criteria for exceptional circumstances described in paragraphs 5.1 and 5.2 and are still liable for some or all of the Course fees, you can appeal against these fees using the claim process set out below.

6. **REFUND FOR CHANGE TO WORKSHOP LOCATION**

Should the Company change the location of its Courses or face-to-face sessions without adequate notice or within an agreed radius (i.e., three weeks' notice and five-mile radius), the Company will refund reasonable additional travel or accommodation costs. Students need to provide appropriate evidence of the additional expenditure incurred that was not able to be refunded by the travel or accommodation provider.

7. **REFUND TO SPONSORED STUDENTS**

7.1 If a student is originally self-funded and subsequently receives sponsorship from an employer that covers payments for all or part of the Course, the student may be entitled to a refund of payments they have made.

7.2 The student should email ukstudentservices@barbri.com with details of the sponsorship company's information. The operations team will obtain authorisation from the sponsor and create an invoice. Once the Company is in receipt of the full invoice payment from the sponsoring company, then paperwork can be completed for a refund request in accordance with the claims process outlined in paragraph 9 below.

7.3 If you have secured a training contract with a recognised sponsor and pay the enrolment deposit, you will be entitled to an enrolment deposit refund where the enrolment deposit has been paid by your recognised sponsor. You can email ukstudentservices@barbri.com to request the refund. Once all required evidence has been provided by the sponsor, the relevant paperwork will be raised with the supporting documents (see the claims process outlined in paragraph 9 below).

8. REFUNDS WHERE A STUDENT HAS A STUDENT LOAN

If the Company has received payment from both a student and a loan company, a refund can be requested. The student can email ukstudentservices@barbri.com to request the refund. Once all required evidence has been provided, the relevant paperwork will be raised with the supporting documents (see the claims process outlined in paragraph 9 below)

9. CLAIMS PROCESS

9.1 All claims under this Policy should be submitted to ukstudentservices@barbri.com.

9.2 Any claims submitted by students under this Policy should:

9.2.1 include full details of a student's claim;

9.2.2 confirm that the complaints procedure set out in the Company's student's complaints procedure policy has been exhausted (if applicable);

9.2.3 clarify the impact the event has had on them (if applicable); and

9.2.4 explain what steps the student has taken to mitigate this (if applicable).

9.3 No application for a refund of tuition fees will be considered unless a refund application form with supporting documentation has been fully approved and processed by the Company in accordance with the terms of this paragraph 9.

9.4 Upon receipt of a refund application form under this Policy the Company will consider the detail of the claim and provide a written response to the student within 15 working days of receipt of the student's claim.

10. PAYMENT OF THE REFUND AND/OR COMPENSATION

10.1 If a refund and / or compensation payment is approved in accordance with paragraph 9.4 above, the payment will be returned to the original payer using the same method of payment as the original remittance whether credit / debit card or BACS payment. This is to ensure that the Company complies with anti-money laundering requirements. Once a refund and / or compensation has been approved by the Company, a student should allow 14 working days for the payment to be generated. All refunds will be calculated in UK GBP. The Company will not refund any shortfalls due to exchange rate fluctuations or offer compensation for any bank or other charges incurred. Where payment of Course fees was split between more than one payer, any refund due will be made in proportion to the original split.

10.2 Cash receipts are not accepted, and therefore cash refunds cannot be made.

10.3 Students will be expected to take reasonable steps to minimise any costs or losses and will not be compensated for costs that they could have avoided or not incurred in situations where the Company was unable to provide continuation of study.

11. COMPLAINT

11.1 If a student is dissatisfied with the application of this Policy, the complaint will be dealt with under the Company's student complaints procedure policy which sets out the stages to follow to resolve concerns as promptly, fairly, and amicably as possible,

- 11.2 If a student remains dissatisfied with the outcome of a claim for a refund or compensation under this Policy having exhausted the Company's student complaints procedure, they may be able to apply for a review of the claim by the Office of the Independent Adjudicator. This is an independent review scheme external to and independent of the Company.