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Comment:	

## STUDENT TRANSFER POLICY

### 1. INTRODUCTION

1.1 BARBRI Global Limited, (the "Company", "they") deliver higher education courses internationally, with a particular focus on the Solicitors Qualifying Examination ("SQE") in the UK and the State Bar Exam in the US. The Company provides courses that are student focused and which prepare students for external assessments. The Company does not administer the exams, but rather ensures that the students are provided with the materials and guidance they need to sit the exams. While the Company does its utmost to ensure each student is prepared, there are times where students do not feel they can continue with their studies for a variety of reasons. In the event this happens, the Company has set out the following options for students.

### 2. DEFERRAL

2.1 Students may defer their studies on the SQE1 Course on one occasion only, to any SQE1 Prep Course commencing within 12 months of the Deferral Notice (as defined in Clause 2.2 below). Deferral is not available for the SQE2 Prep Course.

2.1 To defer their studies, students must complete payment of their full fees and written notice to the Company by email to [UKstudentservices@barbri.com](mailto:UKstudentservices@barbri.com) (the "Deferral Notice") that the student wishes to defer to a later course.

2.2 The cost of deferral carries an administration fee of £399 (GBP), which should be paid in full to the Company before access will be provided to a later course.

2.3 The Company recommends that the student keeps a copy of any Deferral Notice e-mail and any acknowledgement.

2.4 The student can only defer on their original course and must defer and pay the relevant fee before the exam they initially intended to sit.

2.5 If the student defers to a later SQE1 course, no fee adjustments or refunds will be given. A student can make a formal application for a refund at the point of deferral if the student requests a refund within 14 days of paying the enrolment deposit.

2.6 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.

2.7 Deferral is exclusively available on SQE1 Prep, no further no further courses that BARBRI Global Ltd offer.

### 3. GUARANTEE

3.1 If a student takes the SQE1 course and does not pass the SQE1, the student may repeat their studies by joining any SQE1 course offered by the Company within 12 months of the results date, provided that the student has completed 70% of the SQE1 Prep Course assigned via their personal study plan ("PSP"). This repeat course will be offered by the Company without the student paying any additional fees ("Guarantee").

- 3.2 If the student takes the SQE2 course and does not pass the SQE2, the student may use the Guarantee to repeat their studies by joining any SQE2 course offered by the Company within 12 months of the results date, 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 ("**PSP**") and undertaken all the simulated assessments.
- 3.3 The Guarantee can be used once, this 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.
- 3.4 The Guarantee is only available on SQE1 Prep and SQE2 Prep by BARBRI, no further courses that BARBRI Global Ltd offer.

#### **4. MOVING TO SQE2 BEFORE EXAM RESULTS FROM SQE1**

- 4.1 If a student chooses to join an SQE2 course before receiving their SQE1 results, the Company will allow the student to do so, subject to the following terms:
- 4.1.1 the student will receive full access to SQE2 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;
  - 4.1.2 the student must provide proof of SQE1 results to the Company within 1 week of receipt of the same;
  - 4.1.3 if the student does not pass the SQE1 and provides the Company with evidence of having failed SQE1 within 1 week, the Company will allocate the fees paid for their proposed SQE2 course to a later SQE2 course (it being acknowledged that the student can only commence the SQE2 Prep Course after they pass the SQE1) and transfer the student to the later SQE2 course upon receipt of payment of a £999 transfer fee, subject at all times to the understanding that a student can only transfer to a later SQE2 course due to not passing SQE1.
  - 4.1.4 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.
- 4.2 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.
- 4.3 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.
- 4.4 If a student does not gain a space on the exam, they can contact [UKstudentservices@barbri.com](mailto:UKstudentservices@barbri.com) to speak to an advisor.
- 4.5 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:
- 4.5.1 the student will receive full access to SQE2 course materials and be assigned a tutor from the beginning of the SQE2 course once they have paid their fees for the SQE2 course;
  - 4.5.2 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 allocate the fees paid for their proposed SQE2 Prep Course to a later SQE2 course (chosen by the student) and transfer the student to the later SQE2 course upon receipt of payment of a £999 transfer fee;

- 4.5.3 the student acknowledges that the £999 transfer fee to be paid reasonably compensates the Company for having to deliver elements of the SQE2 course twice and is not a penalty; and
- 4.5.4 if the student fails the SQE2 they will still be eligible for a full Guarantee. More details are set out in the terms and conditions.