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Reviewed By:	JW, TC, MY, DA

BARBRI GLOBAL UK ENROLMENT TERMS AND CONDITIONS

In addition to following these Terms and Conditions, BARBRI students are committing to act professionally and responsibly.

What we expect from you as a BARBRI Student:

- Active participation throughout the course
- Clear and honest communication with our team, especially if you encounter difficulties
- Timely payment of fees
- Submission of exam results to help us maintain accurate data
- Provide feedback so we can continue improving the course for future students

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:

“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 or SQE2 Preparatory 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 Downpayment”	means a downpayment of £199 or £500 depending on enrolment date in relation to course start date
“Fees”	means the Course, Package or Product fees as published on the Company’s website
“Force Majeure Event”	has the meaning set out in Clause 8.2
“Payment Plan”	has the meaning set out in Clause 3.4, and has a fee of £149
“Late Fee”	has a meaning set out in Clause 4.7, and is £149
“Package”	means two or more BARBRI Courses or Products sold together
“Personal Study Plan”	means the Student’s personal study plan, located on the Company’s learning management system
“Product”	Ancillary products such as Foundations, SQE Question Bank, SQE1 Boost, SQE1 Mocks, SQE2 Mocks and Professional Education

“SQE Assessments”	means the SQE1 and the SQE2 assessments (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
“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, Package, or Product
“Transfer fee”	has the meaning set out in Clause 12.1.3 for SQE2 and is £599 has the meaning set out in Clause 13 for Professional Education
“Workshops”	means the in person or online live workshops provided by the Company

2 THE CONTRACT

2.1 The Company and the Student are bound by these Terms and Conditions upon completion of an online enrolment and payment (of the Enrolment Downpayment or full Fees) and once confirmation of the Student’s registration onto the Course, Package, or Product has been sent by the Company. 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, Package or Product (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, Package, or Product and will notify the Student in writing by e-mail accordingly and refund any Fees paid.

2.4 The payment by or on behalf of the Student of any sum intended to be in respect of Course, Package, or Product Fees on the date on which the prospective student completes their enrolment 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, Package, or Product 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 Assessments.

- 3.3 The eligibility requirements for the SQE Assessments 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. The Student will provide the Company with all reasonably requested information in connection with the Course.
- 3.4 The Company will provide the Course, Package, or Product as described on the Company website (as amended from time to time).
- 3.5 The Fees do not include the Student's travel, accommodation, subsistence, insurance, visa, English language certifications, or other costs that may arise prior to or during the Course or in connection with eligibility for or sitting any relevant Assessments.
- 3.6 The location and timing of any live in-person elements is subject to availability and depends on sufficient student enrolments in each location. The Company reserves the right to cancel the provision of any live in-person elements in a location up to three (3) weeks in advance of the start date of the Course. If the Company cancels any live in-person elements, it shall first offer to re-arrange the live in-person elements for an alternative date or offer an online alternative to the live in-person elements (it being acknowledged that if the Student accepts the re-arranged live in-person elements date or online alternative, no refund of fees paid in respect of the live in-person elements will be made). If the Company is unable to offer an alternative date for the re-arranged live in-person elements or an online alternative to the live in-person elements, or if the Student does not wish to accept the re-arranged live in-person elements date or online alternative, the Company shall make a refund of all fees paid in respect of the live in-person elements. 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 It is the Student's responsibility to book and attend all elements of the Professional Skills Course (PSC). If all elements of the Professional Skills Course (PSC) are not utilised within two years of the booking date, The Company reserves the right to consider the remaining elements forfeited. Extensions will be considered for up to 6 months, if the relevant documentation is provided to prove an extension of the training contract has been granted by the SRA.
- 3.8 Students will be required to provide their own IT equipment to fully access the Course, Package, or Product which must comply with the IT Requirements for Students policy..

4 PAYMENT TERMS

- 4.1 Upon enrolment on SQE Courses, the Student must pay an Enrolment Downpayment of. £199. The Enrolment Downpayment 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, Package, or Product.
- 4.3 The Fees are due on the date the Student enrolls unless the Company and the Student enter into a Payment Plan in accordance with Clause 4.4.
- 4.4 If the Student elects to pay by instalments and instalments are available for the specific Course, Package, or Product, the Fees and the financing fee (£149) must be paid in accordance with the terms agreed in the payment plan (the "Payment Plan") between the Student and the Company. Up to date details of the Payment Plan and a Student's options in this regard are set out on the Company website.

- 4.5 The Payment Plan instalments are debited on the 1st working day of the month, defaulting to the card used to pay the Enrolment Downpayment. The Student can update the default payment card by contacting ukstudentservices@barbri.com or by making a payment with the updated card through their student portal. All Fees must be paid in full by the 1st of the month of the Student's Assessment or for UK Professional Education Courses, all fees must be paid in full by the 1st of the month the course takes place. If the Student has opted for a SQE Complete Package then all fees must be paid in full 12 months after enrolment or their SQE2 Assessment whichever is earlier.
- 4.6 The Company will accept payment of the Fees in accordance with the terms set out on enrolment.
- 4.7 If the Student enrolls after the SQE course start date a late fee will be added to the total course fees.
- 4.7.1 For UK Professional Education Courses, if the Student enrolls within 24 hours of the course start date a late fee will be added to the total course fees.
- 4.8 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 by the Company directly to the sponsoring organisation. 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.
- 4.9 The Company reserves the right to deny or suspend provision to The Student of a booked course and, if relevant, to withhold results and certificates.

5 AMENDMENT OF COURSE BY THE COMPANY

- 5.1 The Company reserves the right to:
- 5.1.1 make reasonable amendments to the Course, Package, or Product. For example, to keep the Course, Package, or Product 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, Package or Product; and
- 5.1.3 change the live in-person elements location to an alternative location within a five-mile radius of the advertised venue.
- 5.1.4 change the live in-person elements date to an alternative date within 2 months of the original date
- 5.2 The Company will inform the Student about all Course, Package, or Product amendments or a new live in-person elements location with as much notice as reasonably possible. If a Student reasonably believes that substantial Course, Package, or Product amendments or a new live in-person elements location will have a material prejudicial effect on them, they may either terminate the Agreement and/or withdraw their application for the Course, Package, or Product 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, Package, or Product is cancelled/postponed by the Company, the Company will notify the Student 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, Package, or Product 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, Package, or Product (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, Package, or Product to a Student;
- 6.1.4 if a Force Majeure Event prevents us from providing the Course, Package, or Product 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, live in-person elements, 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, Package, or Product within 14 days of paying the Enrolment Downpayment or full Fees (the "Cancellation Date").

7.2 To cancel the Course, Package, or Product the Student must notify the Company in writing via e-mail to ukstudentservices@barbri.com 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 Downpayment and any standard delivery costs for delivering the textbooks, but excluding the costs of the textbooks to the extent these have been shipped [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, a refund will be processed after they return the text books to the Company at Upper Ground Floor, 7-8 Park Place, Cardiff, CF10 3DP 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 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 earliest.

7.5 If the Student wishes to cancel their enrolment on the Course, Package, or Product after the Cancellation Date, they may do so in writing via e-mail by contacting the Company at ukstudentservices@barbri.com. If the Student cancels their enrolment on the Course, Package, or Product 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, Package, or Product as described on the Company website. 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, Package, or Product.

8.2 The Company shall not be liable to Students for any failure or delay in the delivery of the Course, Package, or Product 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, Package, or Product.

8.3 If a Force Majeure Event results in the complete inability to deliver the Course, Package, or Product for a continued period of 4 weeks or more, then Students will be entitled to either defer to the next available Course, Package, or Product or terminate the Agreement with immediate effect by notifying ukstudentservices@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, Package, or Product (without incurring any further liability for Fees).

9 SQE DEFERRAL

9.1 The Student may defer their studies on the SQE1 Prep Course and SQE2 Prep Course, on one occasion only, to any SQE1 or SQE2 Prep Course, respectively, which are open for enrolment and commencing within 12 months of the Deferral Notice (as defined in Clause 9.2). For Packages containing SQE1 and SQE2 Courses, please refer to Clause 11.

- 9.2 To defer their studies, the Student must complete payment of their full Fees before deferral to a later course. If full Fees on the original Course have been paid, the Student must provide written notice to the Company via e-mail to ukstudentservices@barbri.com (the “Deferral Notice”) or complete the online deferral process via their My Account Portal and pay an administration fee to the Company. The administration fee is £399 (GBP) for SQE1 and £599 (GBP) for SQE2.
- 9.3 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 originally intended to sit.
- 9.4 The BARBRI Deferral does not include any upgrades (such as live in person elements or a new set of books) or add-ons (products listed in Clause 9.7, the Student will need to purchase and pay for any such upgrades or add-ons separately.
- 9.5 If the Student defers to a later SQE Prep 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 they request a refund within 14 days of paying the Enrolment Downpayment in accordance with Clause 7.
- 9.6 If the Student seeks to re-enrol on another Course after deferring once, they will be required to submit a new enrolment, and the Fees for a new enrolment will be payable at the Alumni discounted rate.
- 9.7 Deferral is exclusively available on SQE1 Prep and SQE2 Prep only. The Student may not defer their studies on (not exclusive to) the Products listed below, This includes if these Products listed below were added on to SQE1 Prep or SQE2 Prep on enrolment. If the Student seeks to re-enrol again on the Products listed below, they will be required to submit a new enrolment, and the Fees for a new application will be payable.
- 9.7.1 SQE1 Boost
 - 9.7.2 Prep for Practice
 - 9.7.3 SQE1 Question Bank
 - 9.7.4 SQE1 Foundations in Law
 - 9.7.5 Professional Education
 - 9.7.6 SQE1 Mocks
 - 9.7.7 SQE2 Mocks
- 9.8 Deferrals must be requested and the administration fee paid by the following timings:
- 9.8.1 SQE1 – before the first day of the SQE1 original scheduled examination
 - 9.8.2 SQE2 – before the first day of the BARBRI SQE2 Mock Exam materials are released

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 which are open for enrolment and within 12 months of the results date for the SQE1, provided that the Student has completed 70% of the SQE1 Prep Course assigned via their Personal Study Plan. This repeat course will be offered once by the Company without the Student paying any additional fees (the “BARBRI Guarantee”). For Packages containing SQE1 Courses please refer to Clause 11.
- 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 which are open for enrolment 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. For Packages containing SQE2 Courses please refer to Clause 11.

- 10.3 If the Student takes the Financial & Business Skills (FBS) course and does not pass the exam, the student may use the BARBRI Guarantee to repeat their exam. This does not include the FBS module, only the exam.
- 10.3.1 An additional Guarantee can be purchased for £75 plus VAT, if the student does not pass the exam on the second attempt.
- 10.3.2 If the student fails the FBS exam three times, the FBS module would need to be undertaken again. This module would occur Alumni rate fees.
- 10.4 The BARBRI Guarantee is only available once and does not include any upgrades or Add-ons, such as supplemental live in-person elements or a new set of books and the Student will need to purchase and pay for any such supplemental live in-person elements or books separately.
- 10.5 The BARBRI Guarantee is only available once and cannot be deferred. If the Student seeks to re-enrol on another course after the BARBRI Guarantee, they will be required to submit a new enrolment form, and the Fees for a new application will be payable at the alumni rate.
- 10.6 The BARBRI Guarantee is available on SQE1 Prep Courses and SQE2 Prep Courses, per the requirements set out in 10.1 and 10.2, the BARBRI Guarantee is not available on any additional BARBRI Global Ltd products.

11. SQE COMPLETE PREP PACKAGES

- 11.1 The BARBRI SQE Complete Prep Package, is available for a set Package including a SQE1 Prep Course and a SQE2 Prep Course detailed on the Company website. When a Student enrolls onto a Package, the Student agrees to join the specific Courses and Products contained within the Package as detailed on enrolment. SQE Complete Packages contain an SQE1 and SQE2 Prep Course. SQE Complete Packages can also contain one or more BARBRI Products in addition to SQE1 and SQE2 Prep Courses.
- 11.2 General Deferral and Guarantee terms listed for SQE1 and SQE2 Prep Courses in Clause 9 and 10 above also apply to SQE1 and SQE2 Prep Courses within Packages.
- 11.2.1 The Student has up to three attempts to use the SQE1 and SQE2 Prep Course;
- 11.2.2 Original Course, Deferral Course, and Guarantee Course
- 11.2.3 If a Deferral Course is not utilised, a Student who enrolls on a Package can utilise two Guarantee Courses for their SQE1 Prep Course following unsuccessful SQE1 results.
- 11.2.4 Deferral Courses must be used to enrol on a SQE1 or SQE2 Prep Course which is open for enrolment and commencing within 12 months of the deferral notice.
- 11.2.5 Guarantee Courses must be used to enrol on a SQE1 or SQE2 Prep Course which is open for enrolment and commencing within 12 months of the SQE1 or SQE2 results being released.
- 11.2.6 Deferral or Guarantee Courses not utilised cannot be transferred or refunded
- 11.2.7 Deferral or Guarantee Courses do not include any upgrades, such as supplemental live in-person elements, add-ons or a new set of books and the Student will need to purchase and pay for any such supplemental workshop or books separately.
- 11.3 Full fees of the package must be made within payment terms up to a maximum of 12 monthly instalments finishing on or before the month of the SQE2 Prep Course ending.

- 11.4 Following the cancellation 14-day period, refunds are not permitted. If the student does not pursue the SQE1 and SQE2, all fees paid are forfeited. No partial refunds for elements (Courses or Products) not utilised within a Package are permitted.
- 11.5 Packages containing a BARBRI Professional Education courses, the Professional Education Course must be utilised within 12 months of SQE2 results or the Course will be forfeited.

12. MOVING FROM SQE1 TO NEXT IMMEDIATE SQE2

- 12.1 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:
 - 12.1.1 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;
 - 12.1.2 the Student must provide proof of SQE1 results to the Company within 1 week of receipt of the same to avoid paying a transfer fee to move to a later SQE2 Prep Course;
 - 12.1.3 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 ukstudentservices@barbri.com and the Student must pay an SQE2 Transfer Fee of £599 (GBP) to the Company subject at all times to Clause 12.1.4; (it being acknowledged that the Student can only commence the SQE2 Prep Course after they pass the SQE1).
 - 12.1.4 the Student may only transfer to a later SQE2 Prep Course due to not passing SQE1 (in accordance with Clause 12.1.3) once;
 - 12.1.5 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.
- 12.2 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 and to have necessary visa and travel requirements arranged. The Company cannot be responsible for the Student not booking and paying on time, and subsequently not getting a space on the SQE2, if the Student has not already utilised their deferral (set out in Clause 9.1) then they can use their deferral to move to a later SQE2 Prep Course preparing for a later SQE2 sitting. If a Student does not gain a space on their preferred exam they can contact ukstudentservices@barbri.com to speak to a member of the student services team.
- 12.3 The Student acknowledges that the £599 SQE2 Transfer Fee to be paid under this Clause 12.1.3 reasonably compensates the Company for having to deliver elements of the SQE2 Prep Course twice and is not a penalty.
- 12.4 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 12 affects the BARBRI Guarantee provided for in Clause 10.2.

13. TRANSFER FEES

- 13.1 The Student may transfer their Professional Education course once, excluding Higher Rights of Audience training, Trainee Litigation Course and CILEx Advocacy Qualification Scheme, to a later course, if a request is made prior to 28 days of the course commencing without occurring any additional fees. Requests must be submitted by email to ukstudentservices@barbri.com
- 13.1.1 Transfer requests within 28 days of course commencing will be £50 plus VAT per day for full day courses or £25 plus VAT per day for half day courses.
- 13.1.2 For courses including role allocation a £100 fee per day plus VAT will apply.
- 13.2 The following Transfer fees refer to Higher Rights of Audience training, Trainee Litigation Course (TLP) and CILEx Advocacy Skills Course (training and assessment)
- 13.2.1 Transfer requests received 60 days or more prior to the first day of the course - no transfer fee will be payable
- 13.2.2 Transfer requests received fewer than 60 days prior to the first day of the course - a transfer fee equivalent to 50% of the fee paid/due for the booked course will be payable
- 13.2.3 Transfer requests received fewer than 28 days prior to the first day of the course - 100% of the fee paid/due for the booked course will be forfeited/remain payable. The new course dates to be booked will attract the full fee as published at the time.
- 13.3 Transfers can only be made once.

14. PROFESSIONAL EDUCATION ATTENDANCE

- 14.1 Certificates for Professional Skills Courses and CILEx courses will be sent by email. A Student can request a hardcopy certificate. Mislaidd certificates can be replaced with a fee of £25 plus vat.
- 14.2 In the case of non-attendance for any live sessions or courses, in person or online, the fee will be forfeited and not refunded.
- 14.3 Online attendance will be monitored via an engagement monitoring facility. If the student appears not to be engaging with the session, BARBRI reserves the right to ask The Student to repeat the session if the course has a compulsory hour requirement. That repeat session will be charged at full fees.

15. DATA PROTECTION

- 15.1 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.

16. ALUMNI POLICY

- 16.1 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).

17. DEFAULT

- 17.1 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.

18. COPYRIGHT

- 18.1 The Student acknowledges that the Company, and BARBRI Inc. own all rights, title and interest in and to all lectures and Course, Package, or Product 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.

19. COMPLAINTS

- 19.1 If the Student has a complaint about the Company, they should follow the complaints procedure found on the Company website.

20. GENERAL

- 20.1 Subject to Clause 20.3 below, the liability of the Company to the Student with respect to the provision of the Course, Package, or Product, the cancellation, postponement or amendment of the Course, Package, or Product any negligence, breach of contract arising in any other way out of this Agreement will not extend to:
- 20.1.1 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
 - 20.1.2 any costs or expenses incurred by any person or organisation in connection with travel, accommodation, reservations, or other arrangements.
- 20.2 In any event, subject to Clause 20.3 below, the liability of the Company to the Student with respect to the provision of the Course, Package, or Product the cancellation, postponement or amendment of the Course, Package or Product, 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, Package or Product.
- 20.3 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.

- 20.4 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.
- 20.5 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 affirms their suitability for the Course, Package, or Product (including in respect of their English language ability).
- 20.6 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.
- 20.7 The Student shall have sole responsibility for fulfilling any requirements or accomplishing any objectives for which they purchased the Company's services or materials.
- 20.8 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.
- 20.9 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.
- 20.10 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.