

SOLICITORS' QUALIFICATION EXAMINATIONS ("SQE") TERMS AND CONDITIONS

STUDENTS WISHING TO STUDY IN THE UK OR ONLINE

Effective date: 19 June 2024

These terms and conditions ("Terms") apply <u>only</u> to the following learning and preparation packages designed and delivered by The University of Law Limited (the "University" or "we", "us" or "our") relating to the Solicitor's Qualification Examinations:

- SQE 1 Preparation for Legal Professionals Course
- SQE 2 Preparation for Legal Professionals Course
- SQE 1 Preparation Course
- SQE 2 Preparation Course
- SQE 1 Exam Preparation Course
- SQE 2 Exam Preparation Course
- SQE Law Essentials Modules

(the "SQE Courses").

The specific detail of the SQE Course you book and the applicable fees for that SQE Course will be as set out on the University's website and in the booking confirmation you will receive from the University (as described in paragraph 2 of these Terms). These are the Terms on which the University will supply the relevant SQE Course to you.

Your Booking in relation to an SQE Course in accordance with paragraph 2 of these Terms may have immediate cost implications and may create financial commitments.

Please read these terms carefully before you book your SQE Course to the University. These Terms tell you who we are, how we will provide the SQE Course to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

1 Information about us and how to contact us

- 1.1 **Who we are**. We are The University of Law Limited, a company registered in England and Wales. Our company registration number is 07933838 and our registered office is at 2 Bunhill Row, Moorgate, London, England EC1Y 8HQ. Our registered VAT number is 151683901.
- 1.2 **How to contact us**. You can contact us in relation to the SQE Courses by telephoning our Programme Administration team at 01483 405679 or by writing to us at <u>ProgrammeAdmin@law.ac.uk</u>.

- 1.3 **How we may contact you**. If we have to contact you we will do so by telephone or by writing to you at the email address you provided to us in your order.
- 1.4 **"Writing" includes emails**. When we use the words "writing" or "written" in these terms, this includes emails.

2 <u>The University's contract with you</u>

- 2.1 By completing the University's online booking process for a place in relation to an SQE Course ("Booking"), you automatically enter into a legally binding contract with the University which is made up of these Terms and the fee schedule setting out the fees for your SQE Course (the "Fee Schedule"). In the event that there is any conflict between these Terms and your Fee Schedule, these Terms will apply. If you think that there is a mistake in these Terms, please contact us to discuss.
- 2.2 You will receive an email confirmation of your Booking with one (1) business day of the Booking. If you do not receive this, please promptly contact ProgrammeAdmin@law.ac.uk for further assistance.

3 <u>Non-financial obligations on you</u>

- 3.1 You accept and agree to be bound by and comply with:
- 3.1.1 all University policies published and as they may be updated or amended from time to time on our website <u>https://www.law.ac.uk/policies/;</u>
- 3.1.2 all rules and regulations relating to the SQE Courses contained in the student handbook; and
- 3.1.3 the University's own academic, language and other requirements for your SQE Course as notified to you or made available to you on the University website .<u>https://www.law.ac.uk.</u> ("**Requirements**").

4 <u>SQE Course fees</u>

- 4.1 We review our fees on an annual basis, taking into account United Kingdom ("**UK**") inflation rates and other costs. Further information on our fees can be found here <u>https://www.law.ac.uk/student-terms-and-conditions/fees-andinstalment-schedules/.</u>
- 4.2 The SQE Course fees include: tuition and interactive learning resources.
- 4.3 The SQE Course fees exclude the cost of the SQE assessments and hard copy study manuals. All SQE assessment fees are payable direct by you to the Solicitors Regulation Authority assessments provider. See further in paragraph 6.
- 4.3 If you have financial sponsorship and, for any reason, you are required to make any payment towards your SQE Course fees, in the form of a deposit or otherwise, you should make the payment yourself and then claim the amount from your sponsor.

4.4 Please note that even if someone other than you makes any payment, or agrees to make any payment on your behalf, you remain fully liable for full payment until the University has received cleared funds. Any rights the University has against the payer are not affected.

5 <u>SQE Incentives</u>

- 5.1 The University may make available (in its discretion) certain awards, bursaries, scholarships or other discounts and incentives in relation to the SQE Courses (each an "**SQE Incentive**"). For details of the SQE Incentives that may be available to you (if you meet the relevant eligibility criteria) please visit the website <u>here</u>.
- 5.2 If you are eligible to receive a SQE Incentive, this will be made available to you on the specific terms and conditions applicable to that SQE Incentive as detailed in our SQE Incentive Terms and Conditions <u>here</u>. The SQE Incentive Terms and Conditions will apply in addition to these Terms.

6 <u>SQE Assessments</u>

- 6.1 The University does not conduct or make arrangements for you to sit the SQE assessments, which are provided by the Solicitors Regulation Authority ("**SRA**") through a third party provider. You are responsible for making your own arrangements direct through the Solicitors Regulation Authority provider to sit the SQE assessments (both SQE 1 and SQE 2). Further details of the SQE assessments can be found at https://www.sra.org.uk/students/sqe/sqe-assessments/.
- 6.2 You must pass your SQE 1 assessments before you are eligible to sit the assessments for SQE 2. SQE 1 assessments are held twice a year and if you are unsuccessful in these assessments you may be required to wait until the following year to re-sit.
- 6.3 The University confirms that the SQE Courses have been designed by the University to enable you to meet the requirements of the SQE assessments as notified by the SRA **provided that** you have completed the University's recommended study **before** sitting your SQE assessments.
- 6.4 You are required to pay all relevant fees for the SQE assessments direct to the SQE assessments provider. These fees are not included in the SQE Course fees.

7 <u>Cancellation, liability and refunds</u>

7.1 Cancellation of this contract with the University occurs when you cancel your SQE Course place, or if the University cancels this contract for one of the reasons listed in paragraph 7.7 below ("**Cancellation**").

Your right to cancel

7.2 To exercise your right to cancel your participation in an SQE Course you must inform us of your decision to cancel by a clear statement sent by email to <u>ProgrammeAdmin@law.ac.uk</u>. You may also cancel by telephone +44 (0) 1483 405679. If you need help making your statement clear, you may

also fill out the University's model cancellation form <u>here</u> but it is not obligatory to do so. If you wish to use this form, you may return it to us by email at <u>ProgrammeAdmin@law.ac.uk</u>.

- 7.3 The date on which we receive your request to cancel your contract with us will be date of cancellation of your contract. The University will acknowledge your cancellation within 24 hours of receipt. If you do not receive this acknowledgement please either re-send your e-mail or contact us on +44 (0)1483 405679. We recommend you keep a copy of your acknowledgement of cancellation.
- 7.4 **Early cancellation:** you may cancel your SQE Course within 14 days after the date of Booking (known as the "**Cooling Off Period**") in which case any SQE Course fees you have paid will be refunded to you in full (less any admin fees or charges for materials set out in your Fee Schedule, if your SQE Course has already started). The extent of your fee liability and refund entitlement will vary depending on the date you cancel your contract with the University. Please see your Fee Schedule for full details.
- 7.5 **Other cancellation:** you may cancel your place on an SQE Course at any other time, however you may not be entitled to a full refund of your SQE Course fees. The extent of your fee liability and refund entitlement will vary depending on the date you cancel your contract with the University. Please see your Fee Schedule for full details.

7.6 **Cancelling your booking with the University will mean that you will not be permitted to attend the course you have booked**.

The University's right to cancel

- 7.7 The University reserves the right to refuse or cancel your booking on your SQE Course for any of the following reasons:
 - 7.7.1 If you have any outstanding debt owed to the University in respect of any other University courses.
 - 7.7.2 If you fail to supply any requested documentation prior to registration with the University that is required to confirm your eligibility to study in the UK (see paragraph 11).
 - 7.7.3 If you fail to supply upon registration a valid passport or other acceptable form of identification or any documentation which is required by the Home Office (see paragraph 11).
 - 7.7.4 If you fail to take up your place at the start of your SQE Course.
 - 7.7.5 If you are found to have committed gross misconduct or found guilty of a serious criminal offence.
 - 7.7.6 If you have not met the eligibility criteria for your Course and/or if you have failed to comply with the conditions attached to your Course offer.
 - 7.7.7 If you have, in our reasonable opinion, provided us with information which is inaccurate, incomplete and/or misleading.
- 7.8 Where the University cancels your place on an SQE Course in the circumstances set out in paragraph 7.7 for something you have done wrong

you may not be entitled to any refund of the SQE Course Fee already paid. The extent of your fee liability and refund entitlement will vary depending on the date you cancel your contract with the University. Please see your Fee Schedule for full details.

- 7.9 The University may also cancel a SQE Course where:
- 7.9.1 there are not enough students confirmed on your SQE Course; or
- 7.9.2 if the running or continuation of your SQE Course becomes unviable or practically impossible for the University or the University cannot run the SQE Course for reasons beyond its reasonable control.
- 7.10 If the University cancels your SQE Course for the reasons listed in paragraphs 7.9.1 or 7.9.2, in each case, the University will offer you an alternative start date for your SQE Course. Should an alternative date not be available, the University will refund you in full for any part of the SQE Course fees you have already paid that has not been fully delivered. For example, if you have paid for both SQE Preparation Courses 1 and 2 and SQE 1 Preparation Course has been delivered but the University cancels SQE 2 Preparation Course, the University will refund you for the SQE 2 Preparation Course. The University cannot be held responsible to you for any remedy, damages or compensation beyond this.

8 Deferral and Intermission

- 8.1 You may request to cancel your current reserved SQE Course place and reserve a new place to start at the beginning of a later SQE Course up to the end of week two of your SQE Course (to "**Defer**" or a "**Deferral**").
- 8.2 An intermission request is a request made after the end of week two of your SQE Course to cancel your current reserved SQE Course place and reserve a new place to start a later SQE Course returning at an appropriate point in the later SQE Course as notified to you by the University ("Intermission" or to "Intermit").
- 8.3 Deferral and Intermission may not be available on all SQE Courses and there is no automatic right to Defer or Intermit. Decisions on any request to Defer or Intermit will be made by the University in its discretion.
- 8.4 Any request to Defer must be made by email to <u>ProgrammeAdmin@law.ac.uk</u>.
- 8.5 Any request to Intermit must be made by e-mail to the Student Journey team at <u>StudentJourney@law.ac.uk</u> stating which University campus you are studying at.
- 8.6 Any payments due to the University must be up to date at the time of your request to Defer or Intermit.
- 8.7 Upon Deferral or Intermission any SQE Course Fee you have paid will be retained and carried over.
- 8.8 The SQE Course fees on the later SQE Course may increase. If you Defer or Intermit from your SQE Course, you will be required to pay to the

University the increase (if any) in the SQE Course Fee which applies at the date you start or re-start your SQE Course.

- 8.9 The University will confirm via e-mail whether or not your request to Defer or Intermit has been approved and your fee liability.
- 8.10 If you Defer or Intermit, you may no longer be entitled to receive any SQE Incentive, that was originally offered to you. The University will advise you if this is the case.

9 <u>Transfer</u>

- 9.1 A request to transfer is an application to transfer to another SQE Course, mode of study and/or University Campus on these same terms ("Transfer").
- 9.2 Transfer is not available on all SQE Courses and there is no automatic right to Transfer. Transfer requests may be accepted between full time and part time courses; between face to face and online courses; and between Campus locations.
- 9.3 You may request to Transfer before or after the start date of your SQE Course.
- 9.4 A Transfer request must be made via e-mail to the e-mail address below, explaining why you wish to Transfer and the SQE Course, mode of study and/or the University campus to which you wish to Transfer. Please include your full name and/or student reference number in your e-mail. All requests should be sent by e-mail to: <u>StudentJourney@law.ac.uk.</u>
- 9.5 Any payments due to the University must be up to date at the time of your request to Transfer.
- 9.6 Course fees on another course, mode of study and/or University Campus may differ from those in your original SQE Course. The University will notify you of any additional course fees you will be required to pay to Transfer your course. If the fee for the course to which you would like to Transfer is:
- 9.6.1 more than the SQE Course fees you have already paid you will be required to pay an additional sum to the University to make up the difference; or
- 9.6.2 less than the SQE Course fees you have already paid the University will refund the difference to you (but may be entitled to make a deduction for any digital content (including course materials) that you have already accessed during your original SQE Course).
- 9.7 All Transfer requests will be considered by the University on a case by case basis. The University will confirm via e-mail whether or not your request to Transfer has been approved and your fee liability.

10 Your use of the University's systems and materials

10.1 Where you have access to the University's information technology systems, or access to other learning platforms or mobile applications (together known as the "**IT Services**"), you may be required to sign up to

additional terms and conditions relating to the use of those IT Services when you first access those IT Services. You must ensure you read and accept those terms and conditions to be able to continue to use those IT Services.

- 10.2 Where the University provides you with any materials for your SQE Course (including reading lists, software applications, lecture notes in any format or media), you may only use those materials in accordance with the University's Intellectual Property Policy for Students which is available on the University's policies page at: https://www.law.ac.uk/policies/.
- 11 International Students
 - 11.1 If you are an international student it is your responsibility to obtain from the Home Office a visa, which:
 - 11.1.1 authorises you to remain in the UK in order to study your SQE Course; and
 - 11.1.2 extends for the duration of the SQE Course.
 - 11.2 Please note that if you are an international student, and your SQE Course is an online course or a 'non- award' course as sold on our eStore, you will not be eligible for Student Route visa sponsorship. You may however require another type of visa for your SQE Course. In these circumstances, if it is required by the Home Office, the University will provide you with a confirmation letter containing the information regarding your SQE Course.
 - 11.3 If you are unsure of which visa you require, please contact Student Immigration Compliance and Advice at <u>visacompliance@law.ac.uk_for</u> further guidance. For a confirmation letter please contact ProgrammeAdmin@law.ac.uk.
 - 11.4 If, on initial registration, you are an international student who is unable to produce all proof of eligibility to study on the SQE Course and any other documents reasonably specified by the University, the University may:
 - 11.4.1 withdraw its offer of a place on the SQE Course;
 - 11.4.2 report to the United Kingdom Home Office that we have done so; and/or
 - 11.4.3 retain, or recover from you, any SQE Course fees or other sums where your Cooling Off Period has expired.

12 English language requirements

12.1 The SQE Course will be taught in English and all course materials will be provided in English.
13 Changes to your SQE Course

13.1 The University will use its reasonable endeavours to deliver your SQE Course in accordance with the description given to it on the University's website at the date of the start of your SQE Course. However, the University reserves the right to make any variations to your SQE Course that it considers to be reasonably necessary including (without limitation):

- 13.1.1 as a result of a commissioning or accrediting body requiring certain content to be added to or changed within your SQE Course;
- 13.1.2 if your educational experience would be or would be likely to be impaired if changes were not made to your SQE Course.
- 13.2 Where the University makes changes to the content and structure of your SQE Course as well as the location, dates, times, and method of delivery and we consider that such changes would mean you receive a materially different service to what you agreed to when you booked your place on the SQE Course, we will notify you in writing and you will be given the opportunity to confirm in writing within 14 days whether you would like to withdraw from your SQE Course without further liability. We will refund the fees you have already paid. Where the SQE 1 modules of an SQE Course have been fully delivered, we will not refund you for that part of the SQE Course. We will not have any further liability to you for remedy, damages or compensation in this situation beyond the refund.

14 Our responsibility for loss or damage suffered by you

14.1 We are responsible to you for foreseeable loss and damage we cause you as a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

15 How we may use your personal information

15.1 **How we may use your personal information**. We will only use your personal information as set out in our privacy policy available at <u>https://www.law.ac.uk/globalassets/13.-media--doc-repo/08.-</u>policies/pdf_policies_privacy-policy.pdf

16 Other important terms

- 16.1 **We may transfer this Agreement to someone else**. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Terms.
- 16.2 **Nobody else has any rights under this contract**. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these Terms.
- 16.3 **If a court finds part of this contract illegal, the rest will continue in force**. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 16.4 **Even if we delay in enforcing this contract, we can still enforce it later**. If we do not insist immediately that you do anything you are required to do

under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the SQE Course to you, we can still require you to make the payment at a later date.

- 16.5 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.
- 16.6 **Complaints Procedure.** If you wish to make a complaint about the University or any aspect of your SQE Course please refer to <u>Complaints -</u> <u>Student Guide (Q9.2.3)</u> for guidance.
- 16.7 **Changes to legislation and regulatory requirements**. Reference in these Terms (or in our policies, rules, regulations or Requirements at paragraph 3.1 above) to any:
 - 16.7.1 statute, regulation or other legislation, including subordinate legislation;
 - 16.7.2 Government agencies, departments or regulatory bodies, such as UK Visas and Immigration and the Home Office;
 - 16.7.3 requirements imposed by Government agencies or departments or regulatory bodies

shall include any replacement, amendment, re-enactment or extension of such legislation, department, agency or requirement as made from time to time.