

## US Bar Preparation Course Incentives Terms and Conditions

**Effective from: 4 July 2022**

These terms and conditions ("**Terms**") apply to the discounts or other incentives which may be available in connection with the US Bar Preparation Course ("**US Bar Course**") as we have specified in the Schedule to these Terms and which are made available to students of The University of Law Limited (No. 07933838) (the "**University**") commencing their studies from 4 July 2022.

The list of available US Bar Incentives for the US Bar Course ("**US Bar Incentives**") and any eligibility criteria you are required to meet are set out in paragraphs 1 and 2 of these Terms. These Terms set out how any US Bar Incentives will be applied to your University account, any eligibility requirements for the relevant US Bar Incentives and yours and the University's respective obligations in relation to the US Bar Incentives that the University offers.

You should pay particular attention to the provisions of paragraphs 2, 4, 5, 6.1, 6.2 and 6.3 of these Terms.

For the avoidance of doubt, you remain bound by these Terms in addition to the financial and contractual obligations of the University's terms and conditions applicable to your enrolment on a US Bar Preparation Course with us which are available on the website at [www.law.ac.uk](http://www.law.ac.uk) (the "**US Bar Course Terms and Conditions**"). In the event of a conflict between these Terms and the US Bar Course Terms and Conditions, the US Bar Course Terms and Conditions will prevail.

### **1. US Bar Incentives**

1.1. The US Bar Incentives set out in these Terms are only available in connection with the US Bar Course.

1.2. The schedule to these Terms (the "**Schedule**") sets out the US Bar Incentives that are available for each US Bar Course.

1.3. Where the Schedule refers to an "Alumni Discount", please note that separate terms and conditions will apply to these discounts which are available at [www.law.ac.uk/about/alumni/loyaltyscheme/](http://www.law.ac.uk/about/alumni/loyaltyscheme/).

1.4. You will only be entitled to receive those US Bar Incentives set out in the Schedule which are relevant to your US Bar Course. You will not be entitled to receive any other award, scholarship, bursary, discount or incentive offered by the University in respect of any other course.

### **2. Eligibility Criteria**

2.2.1. You may be required to meet certain eligibility criteria for a particular US Bar Incentive. Where this applies, we have specified this in the Schedule ("**Specific Eligibility Criteria**").

2.2. In addition to the Specific Eligibility Criteria, you are also required to meet the following general eligibility criteria ("**General Eligibility Criteria**"):

2.2.1. you have accepted your place on one of the University's US Bar Courses;

2.2.2. you are able to meet all other living and other costs incurred during your studies (including your accommodation and subsistence costs, any additional course materials and book costs); and

2.2.3. not otherwise be ineligible to receive the US Bar Incentive under the provisions set out in paragraph 2.3.

2.3. Even if you meet the Specific Eligibility Criteria and General Eligibility Criteria, you will cease to be eligible for a US Bar Incentive if at any time you:

2.3.1. are or become an employee of the University, or become a family member of an employee or an agent of the University or any of its associated, affiliated or subsidiary companies and, as a result, are able to access the benefits of a discounted course fee for any University course; or

2.3.2. submit an application for a US Bar Course which is misrepresentative or fraudulent.

### **3. Application of your US Bar Incentive to your account**

3.1. With the exception of the Pass First Time or Study for Free Promotion (as set out in the Schedule), if a US Bar Incentive is available to you and you meet the Specific Eligibility Criteria and General Eligibility Criteria, the US Bar Incentive will automatically be applied to your University account.

### **4. What happens if you receive an US Bar Incentive but decide to defer your place on a US Bar Course?**

4.1. If you are eligible for a US Bar Incentive but you subsequently decide to defer your place on your US Bar Course, you may no longer be eligible to receive your US Bar Incentive. This will be discussed with you by the University and decided in the University's discretion.

4.2. Please be aware that if you are no longer entitled to a US Bar Incentive, you will be responsible for payment in full of the fees relevant to your US Bar Course without any discount or incentive applied.

4.3. Please also refer to your US Bar Course Terms and Conditions for further terms applying to deferral.

### **5. What happens if you are given a US Bar Incentive but decide to cancel or withdraw from your place on a US Bar Course?**

5.1. If a US Bar Incentive has been applied to your University account, but you subsequently decide to cancel your place on your US Bar Course:

5.1.1. you will no longer be able to receive the benefit of any US Bar Incentive offered which you have not yet used; and

5.1.2. depending on your right to a refund on your US Bar Course fees as detailed in the US Bar Course Terms and Conditions, you will only be entitled to a refund of any sums towards your US Bar Course Fees which you have actually paid to us (we will not pay to you any sum of money which we apply to your University account in respect of any US Bar Incentive).

5.2. Please also refer to your US Bar Preparation Course Terms and Conditions for further terms applying to cancellations or withdrawing from your course.

### **6. General**

6.1. US Bar Incentives are awarded at the sole discretion of the University and the University's decision on any US Bar Incentives available to you shall be final.

6.2. The University reserves the right to withdraw any part of the US Bar Incentives at any time.

6.3. The University reserves the right to amend these Terms at any time. Any amendments will be published on the University's website and notification given to you of any such changes that affect you.

6.4. You must notify the University immediately of any change in your circumstances which may affect your eligibility to receive a US Bar Incentive. If you fail to do so, the University will be entitled to recover or adjust (as appropriate) any associated US Bar Incentive or benefit. The University shall also be entitled to recover or adjust any US Bar Incentive given in error.

6.5. The University reserves the right, with reasonable cause, to exclude applicants from a US Bar Course and/or withhold US Bar Incentives for violating any of these Terms and/or any other applicable University policies or terms and conditions including (without limitation), the US Bar Course Terms and Conditions. The University policies are available on the University's website at <https://www.law.ac.uk/policies/>.

6.6. The University may be responsible to you for foreseeable loss and damage caused by the University. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these Terms 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 application process.

6.7. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.

6.8. Even if the University delays in enforcing these Terms, the University can still enforce them later. If the University does not insist immediately that you do anything you are required to do under these Terms, or if the University delays in taking steps against you if you break these Terms, it will not mean that you do not have to do those things or prevent the University from taking steps against you at a later date.

6.9. These Terms (including any non-contractual obligations arising out of or in connection with these terms) are governed by English law and are subject to the jurisdiction of the English courts.

6.10. The University is The University of Law Limited (with company number 7933838) whose registered office address is 2 Bunhill Row, London EC1Y 8HQ.

## Schedule

The following US Bar Incentives are available for the US Bar Course.

### **1. US Bar Preparation Course Discount**

The US Bar Preparation Course Discount is a £250 Alumni discount.

Please refer to the Alumni Discounts Terms and Conditions for further information regarding the US Bar Preparation Course Discount which is available at [Alumni Network Loyalty Scheme | University of Law](#)

### **2. Pass First Time or Study for Free Promotion**

If, on your first attempt you fail the US Bar assessment, the University will allow you one further opportunity to take the US Bar Preparation Course at no further cost to you.

#### **Specific Eligibility Criteria:**

- 1- You must have failed your US Bar assessment at your first attempt.
- 2- You must take up the offer to re-take the next available US Bar Course within 6 months of failing your assessment i.e., within 6 months of your results date.

Please note that it is your responsibility to confirm to the University that you wish to take up the Pass First Time or Study for Free Promotion once you have received your results. If you do not do so, you will lose this Incentive.