

US BAR PREPARATION COURSE TERMS AND CONDITIONS

STUDENTS WISHING TO STUDY ONLINE

Effective date: 4 July 2022

These terms and conditions (“Terms”) apply only to The University of Law Limited (the “University” or “we”, “us” or “our”) students commencing the US Bar Preparation Course (the “US Bar Course”). The US Bar Course prepares students for the following US Bar assessments:

- California Bar Examination
- New York State Bar Examination (the “US Bar Assessments”)

For the avoidance of doubt, any courses not listed in these Terms will be covered by the relevant University Student Terms and Conditions available on the University website [here](#).

The specific detail of the US Bar Course you book and the applicable fees for that US Bar 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 US Bar Course to you.

By booking the US Bar Course you accept and agree to be bound by these Terms and any further terms and conditions, including those specific to the US Bar Preparation Course incentives (“Further Terms”) of which you are notified by the University. In the event of a conflict between these Terms and any Further Terms, these Terms shall prevail.

Your Booking in relation to a US Bar 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 US Bar Course with the University. These Terms tell you who we are, how we will provide the US Bar 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. If you think that there is a mistake in these Terms, please contact us to discuss.

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 US Bar Courses by telephoning our Programme Administration team at 01483 405 679 or by writing to us at ProgrammeAdmin@law.ac.uk.

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. The University’s contract with you

2.1. By completing the University’s online booking process for a place in relation to an US Bar Course (“**Booking**”), you automatically enter into a legally binding contract with the University on these Terms.

2.2. You will receive an email confirmation of your Booking within 48 hours of the Booking. If you do not receive this, please promptly contact ProgrammeAdmin@law.ac.uk for further assistance.

3. Non-financial obligations on you

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 from time to time on our website <https://www.law.ac.uk/policies/>;

3.1.2.all rules and regulations relating to the US Bar Preparation Course contained in the student handbook; and

3.1.3.the University's own academic, language and other requirements for your US Bar Course as notified to you or made available to you on the University website <https://www.law.ac.uk> (“**Requirements**”).

4. US Bar Course Fees

4.1. We review our fees on an annual basis, taking into account UK inflation rates and other costs. Further information on our fees can be found here: <https://www.law.ac.uk/student-terms-and-conditions/fees-and-instalment-schedules/>

4.2. The US Bar Course Fees **exclude** the cost of the US Bar Assessments (and any re-sits or reassessments you may be required to take and/or any administration fees for arranging any US Bar Assessments which you may be required to pay). All US Bar Assessment fees are payable direct by you to the US Bar Assessments provider. See further paragraph 6.

4.3. If you have financial sponsorship and, for any reason, you are required to make any payment towards your US Bar 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 if someone other than you will be making payment for the US Bar Course on your behalf you remain fully liable for full payment until the University is in receipt of cleared funds. Any rights the University has against the payer are not affected.

5. US Bar Assessments

5.1. The US Bar Course has been designed to enable you to meet the requirements of the US Bar Assessments **provided that** you have completed all recommended study

before sitting your US Bar Assessments.

5.2. The University does not conduct or make arrangements for you to sit the US Bar Assessments, which are provided through a third-party provider. You are responsible for making your own arrangements to sit the US Bar Assessments directly through the third-party provider.

5.3. You are required to pay all relevant fees for the US Bar Assessments direct to the US Bar Assessments provider. The fees for the US Bar Assessments are not included in the US Bar Course Fees.

6. US Bar Incentives

6.1. The University may make available (in its discretion) certain awards, bursaries, scholarships or other discounts and incentives in relation to the US Bar Courses (each an “**Award**”). If you receive such an Award this will be in accordance with the Further Terms applicable to that Award.

6.2. If you fail the US Bar Assessment on your first attempt you are entitled to take a repeat of the US Bar Course in the next available intake at no further cost to you (and in the University’s sole discretion). You will need to provide evidence of your results to the University from the failed US Bar Assessment to qualify for this incentive. Please refer to the US Bar Preparation Course Incentives Terms and Conditions available here for further information.

7. Cancellation, liability and refunds

7.1. Cancellation of this contract with the University occurs when you cancel your US Bar Course place, or if the University cancels this contract for one of the reasons listed in paragraph 7.8 below (“**Cancellation**”).

Your right to cancel

7.2. To exercise your right to cancel your participation in an US Bar Course you must inform us of your decision to cancel by a clear statement sent by email to ProgrammeAdmin@law.ac.uk. You may also cancel by telephone +44(0)1483 405 679.

7.3. The University will acknowledge your Cancellation within 24 hours of receipt. If you do not receive this acknowledgement please either re-send or contact us on +44(0)1483 405 679. We recommend you keep a copy of your acknowledgement of cancellation.

When you may cancel and fees you may still need to pay when you cancel

7.4 Early cancellation: you may cancel your US Bar Course within 14 days of Booking (known as “**the Cooling Off Period**”) in which case any US Bar Course Fees you have paid will be refunded to you in full, however, the University will be entitled to deduct a charge from the refund owed to you where your US Bar Course starts or is running during the Cooling Off Period or you have accessed any digital content (including course materials) before cancelling. We have explained your right to cancel and what sums we may deduct from any refund due to you in the table in paragraph 7.7.

7.5 Other cancellation: you may cancel your place on an US Bar Course at any other time, however, you may not be entitled to a full refund of your US Bar Course Fees and we will deduct a charge for any digital content (including course materials) that you have accessed before you cancel. We have explained your rights to cancel and what you

may still be responsible for paying in the table in paragraph 7.7.

7.6 Cancelling your booking with the University will mean that you will not be permitted to attend the US Bar Course you have booked.

7.7 Table summary of cancellation rights and refunds:

Date on which you cancel	Refund you will get on your US Bar Course Fees (if any)
You cancel on or before the end of the Cooling Off Period and your US Bar Course has not yet started .	<p>Any US Bar Course Fee already paid will be refunded but the University will deduct from your refund:</p> <ul style="list-style-type: none"> • where you have accessed any digital content (such as US Bar Course materials) before cancelling, a reasonable charge for the digital content you have accessed.
You cancel on or before the end of the Cooling Off Period but your US Bar Course has already started.	<p>Any US Bar Course Fee already paid will be refunded but the University will deduct from your refund:</p> <ul style="list-style-type: none"> • a reasonable and proportionate sum commensurate with the amount of time that your US Bar Course has been running up to the date of cancellation; • where you have accessed any digital content (such as US Bar Course materials) before cancelling, a reasonable charge for the digital content you have accessed; and • a reasonable administrative fee to cover the University's costs and expenses incurred in dealing with the Booking up to the point of cancellation.

<p>You cancel after the end of the Cooling Off Period but before the start date of your US Bar Course.</p>	<p>Any US Bar Course Fee already paid will be refunded but the University will deduct from your refund:</p> <ul style="list-style-type: none"> • where you have accessed any digital content (such as US Bar Course materials) before cancelling, a reasonable charge for the digital content you have accessed; and • a reasonable administrative fee to cover the University's costs and expenses incurred in dealing with the Booking up to the point of cancellation.
<p>You cancel after the end of the Cooling Off Period but on or after the start date of your US Bar Course.</p>	<p>You will not be entitled to any refund of any US Bar Course Fee already paid</p>

The University's right to cancel

7.8 The University reserves the right to refuse or cancel your booking on your US Bar Course for any of the following reasons:

7.8.1 If you have any outstanding debt owed to the University in respect of any other University courses.

7.8.2 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.

7.8.3 If you fail to supply upon registration a valid passport or other acceptable form of ID or any documentation which is required to confirm your eligibility to study in the UK.

7.8.4 If you fail to take up your place at the start of your US Bar Course.

7.8.5 If you are found to have committed gross misconduct or found guilty of a serious criminal offence.

Where the University cancels your place on a US Bar Course in the circumstances set out in this paragraph 7.8 for something you have done wrong you may not be entitled to any refund of the US Bar Course Fee already paid.

7.9 The University may also cancel a US Bar Course where:

7.9.1 there are not enough students confirmed on your US Bar Course; or

7.9.2 if the running or continuation of your US Bar Course becomes unviable or practically impossible for the University, or the University cannot run the US Bar Course for reasons beyond its reasonable control,

and in each case, the University will offer you an alternative start date for your US Bar Course. Should an alternative date not be available, the University will refund you in full for any part of the US Bar Course Fees you have already paid that has not been fully delivered.

8. Deferral

8.1 You may request to cancel your current reserved US Bar Course place and reserve a new place to start at the beginning of a later US Bar Course up to the end of week two of your US Bar Course ("**Defer**" or "**Deferral**").

8.2 There is no automatic right to Defer. Decisions on any request to Defer will be made by the University in its discretion.

8.3 Any request to Defer must be made by email to ProgrammeAdmin@law.ac.uk.

8.4 Any payments due to the University must be up to date at the time of your request to Defer.

8.5 Upon Deferral any US Bar Course Fee you have paid will be retained and carried over.

8.6 The US Bar Course Fees on any later US Bar Course may increase. If you Defer

from your US Bar Course, you will be required to pay to the University the increase (if any) in the US Bar Course Fee which applies at the date you start or re-start your US Bar Course.

8.7 The University will confirm via e-mail whether or not your request to Defer has been approved and your fee liability.

8.8. If you Defer, you may no longer be entitled to receive any Award that was originally offered to you. The University will advise you if this is the case in accordance with these Terms and any applicable Further Terms.

9. Transfer

9.1 A request to transfer is an application to transfer to another course, mode of study and/or University Campus on these same terms ("**Transfer**").

9.2 Please note that Transfer is not available on US Bar Courses and there is no right of appeal.

10. Intermission

10.1 Intermission (a temporary withdrawal and/or leave of absence from your studies) is not available on US Bar Courses and there is no right of appeal.

11. Your use of the University's systems and materials

11.1 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.

11.2 Where the University provides you with any materials for your US Bar 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/>.

12. English language requirements

12.1 The US Bar Course will be taught in English and all course materials will be provided in English.

13. Changes to your US Bar Course

13.1 The University will use its reasonable endeavours to deliver the US Bar Course in accordance with the description given to it on the University's website at the date of the start of your US Bar Course. However, the University reserves the right to make any variations to the US Bar 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 the US Bar Course;

13.1.2 if your educational experience would be or would be likely to be impaired if changes were not made to the US Bar Course.

13.2 Where the University makes changes to the content and structure of your US Bar 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 US Bar 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 US Bar Course without further liability. We will refund the fees you have already paid, minus a reasonable deduction to cover the cost of the materials and a proportion of the US Bar Course already delivered.

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: https://www.law.ac.uk/globalassets/13.-media--doc-repo/08.-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 US Bar 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 the English courts.

16.6 Complaints Procedure. If you wish to make a complaint about the University or any aspect of your US Bar Course please refer to [Complaints-Student Guide \(Q9.2.3\)](#) 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;

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.