



Bar Training Resit (BTR) Application Form

Spring 2025

Guidance information, please read before continuing:

Eligibility, Application and Enrolment

- This Bar Training Resit programme ("BTR") is a **non-award programme**. It allows successful candidates to be Called to the Bar if they successfully complete all the elements of vocational Bar Training prescribed by the Bar Standards Board. In successfully completing all elements of the required vocational training, candidates will **not** receive any academic award (such as a Postgraduate Diploma or LLM) either from their original training provider or from BPP.
- BTR candidates **must have exhausted any appeals and/or extenuating circumstances (or equivalent) process and must have received their final transcript (which includes all final results)** from their original Bar Training provider **before** applying for the BTR. Candidates are **not** eligible for the BTR in the event they have any Bar Training attempts remaining or results pending from their original Bar Training provider. Whilst BPP will check transcripts and a candidate's MyBar record, it remains the candidate's responsibility to confirm they are eligible for the BTR.
- The BTR runs three times per year (Spring sit, Summer sit and Winter sit). This means there are three available assessment opportunities each year, in which candidates may sit their outstanding modules. Candidates who are eligible for the programme may choose how they spread their assessments across the sits, provided all BSB required modules are sat within **five years** of the date on which they commenced vocational Bar Training with their original provider. **BPP strongly encourages candidates to attempt all outstanding assessments across a maximum of three sits, as this is likely to increase prospects of successful completion.**
- **When planning for assessments, please note that some assessments utilise the same set of papers. This means that if a candidate has multiple assessments to sit, it is sensible to sit some of those assessments together within one sit. The following assessments use the same set of case facts:**
 - **Conference Skills, Cross Examination and Examination in Chief**
 - **Opinion Writing and Legal Research**
- Applicants are entirely responsible for ensuring that forms are completed in full and BPP takes no responsibility for any failure to do so.
- When an application is received and processed this will be considered pending. Applications will not be confirmed until payment has been made in full.
- The BTR team will send a confirmation of receipt upon receiving a candidate's application, which it will take 1-3 business days to process, depending on the volume of applications being received at that time.
- Making an application for the BTR does not guarantee that a candidate will be offered a place. In the event that a candidate is eligible for a place, but there are no places available on the sit applied for, the candidate will be placed on a waiting list for the next available sit. These candidates on the waiting list will then be given priority in respect of available places once the next sit opens for applications. The BTR team reserves the right to allocate available places on the programme at its complete discretion, having regard to how long an applicant has left to complete all outstanding modules.
- Once an application for the BTR has been received, processed, paid for, and confirmed, the candidate cannot return to their original Bar Training provider and will not be entitled to a refund of any part of the fees paid towards this programme. Refunds of fees will only be made in line with the BPP's policy on Cancellation and Postponement, as to which they should refer to the Terms and Conditions set out below.
- The training and assessments will be taught and examined in English. This will require a good level of both oral and written skills in English. The standard that candidates will need to meet is for their language to be readily comprehensible to native English speakers.
- In the **Professional Statement for Barristers** the Bar Standards Board states that the following level of competence in English language should be demonstrated by all candidates before enrolment:

"Barristers will exercise good English language skills. They will have an effective command of the language and be able to use it appropriately, accurately and fluently so as to handle complex and detailed argumentation. They will use correct English grammar, spelling and punctuation."

Barristers should use correct and appropriate vocabulary, English grammar, spelling and punctuation in all communications. Barristers should speak fluent English."

You must be able to demonstrate that your English language ability is at least equivalent to:

- *a minimum score of 7.5 in each section of the IELTS academic test, or*
- *a minimum score of 73 in each part of the Pearson Test of English (academic).*

Communications to and from BPP

- A BPP email address will be provided upon successful enrolment. Once a candidate has their BPP email address, the BTR team will use this for all email communications. BPP will not communicate with candidates via (or copy email correspondence to) any personal or business email addresses.
- **It is the candidate's responsibility to check their BPP email account regularly for all communications from BPP and to ensure emails are sent from BPP email addresses. BPP takes no responsibility in the event that a candidate misses information as a result of a failure to check their BPP emails.**
- Communication from tutors, the Exams team, the Overseas Exams team and the Learning Support team will all be sent to the candidate's BPP email address and will not be sent to personal or business email addresses.

The BPP Hub

- All candidates that are successfully enrolled will receive access to the pages of the BPP Hub which relate to the elements they have enrolled on (BTR Training, Assessments or both). BPP Hub is an online portal or 'learning platform'. If candidates have studied the Barrister Training Course or other courses/programmes at BPP, this is entirely separate to any Hub access they may have had previously.
- **If candidates opt to take assessment only, the Hub page will be limited to providing assessment-related information. If candidates opt to take training, in addition to the training session, they will be granted access to an additional Hub space containing learning resources to aid revision.**
- Access to the Hub pages will be granted after a full application has been made, accepted, processed and payment received. **A candidate's Hub access will remain live for the elements of the course they are enrolled on, for the duration of the sit. Hub access will terminate at the end of each sit.** Further Hub access will only be granted if a candidate is enrolled on a subsequent sit or pays for further training/Hub access. If candidates require ongoing access to any materials from the Hub (for example, in the event they are required to re-sit an assessment), they should ensure they have downloaded and saved what they need before their Hub access expires. It is candidates' responsibility to keep themselves updated with any changes to the law and/or procedure that may occur after materials have been downloaded from the Hub.
- It is the candidate's responsibility to engage with the Hub and to regularly check for any announcements or important programme related information that may be communicated via the Hub. If candidates are having difficulties accessing or navigating the Hub, they should email BTR@bpp.com for assistance. Information that is released via the Hub will not be sent to candidates via email, save in exceptional circumstances and at the discretion of the BTR team.

Training, Assessments and Materials

- Please consult the Programme Overview and Information for Candidates documents for full details of the training options that are available to help prepare for the assessments. Training sessions and workshops are optional, but are highly recommended.
- Please note that if a candidate has studied the BTC at BPP, some of the training exercises on the BTR may be the same as those studied previously. If there are any questions about this when deciding whether to opt for additional training, please contact the BTR team.
- In addition to the full training sessions and workshops, revision webinars are available. The webinars are not a substitute for attending the full training sessions.

- Please note that there are limited spaces available for some workshops. Places on these workshops will be allocated on a 'first come first served' basis.
- Materials for the Advocacy and Witness Handling Training will be released via the Hub approximately one month before the training weekend. Please note that candidates are expected to submit a skeleton argument in advance of the Submission Advocacy (Civil Applications) training. Further information on what is required in advance of the sessions is set out in the training materials.
- Candidates who are taking the centralised assessments in either Civil Litigation or Criminal Litigation will get access to BSB mock papers through the Hub. These are for revision purposes and are not marked by BPP. Answers and marking guides (written by the BSB) are supplied, so that candidates can self-assess their performance.
- In addition to undertaking any BPP training, candidates are advised to also **self-study**, utilising the Bar Standard Board's Handbook, Curriculum and Assessment Strategy, and syllabus to guide their revision. In relation to BPP assessments, candidates should also carefully study the assessment rubrics for each module. These are very important as they set out what is expected and are used by assessors to mark the assessments.
- Please note that, once enrolled, candidates will get access to the BPP Online Library. However, **BPP does not supply hard copies of any materials or textbooks as part of the Bar Training Resit programme. Candidates are required to purchase any hard copy books that are on the list of permitted materials for assessments in the event they wish to take them into the exam.**
- All training and assessments will be scheduled according to **UK timings i.e., GMT or BST (GMT+1).**
- **Candidates are responsible for ensuring training and assessments are attended on time.** Late attendance may result in candidates not being able to complete assessments and it may be necessary to apply to re-sit the assessment at the next opportunity. If a candidate is unable to attend their assessment, they should email BTR@bpp.com in advance of their scheduled assessment time for guidance on the options that are available to them.
- The following assessments will be timed, invigilated and 'in-person' assessments, which candidates will sit at an approved BPP assessment venue:
 - Criminal Litigation
 - Civil Litigation Papers 1 & 2
 - Professional Ethics
 - Drafting.
- The following assessments will take place online:
 - Conference Skills
 - Submission Advocacy (Civil Applications)
 - Advocacy Cross Examination
 - Advocacy Examination in Chief.
- Opinion Writing and Legal Research are assessed via coursework (online), the papers for which will be released seven calendar days before the submission date.
- **Candidates will be required to travel to a BPP-specified venue in the UK, Bangladesh, Malaysia, Mauritius or Pakistan in order to take the Drafting, Criminal Litigation, Civil Litigation Papers 1 & 2 and Professional Ethics assessments.**
- **Candidates MUST indicate their preferred location for their 'in-person' assessments on this application form.**
- If candidates choose to sit their 'in-person' assessments in Bangladesh, Malaysia, Mauritius or Pakistan, they are responsible for any British Council costs.
- Please note that candidates are not able to apply for a location change for their 'in-person' assessments once a Booking Confirmation has been received.

Visas

- If a candidate is entering the UK to attend assessments, Standard Visitor Visa letters are provided (upon request), rather than Short Term Study Visa letters or a Confirmation of Acceptance for Studies (CAS).
- Standard Visitor Visa letters are only provided if requested by a candidate by emailing BTR@bpp.com at the time of application and indicating on the application form that they require one.
- Standard Visitor Visa letters are only supplied once a full application along with supporting documents has been received, accepted by BPP, payment has been received in full and a Booking Confirmation has been issued.
- It is the candidate's responsibility to apply for their own visa and to apply for this in time to enable them to enter the desired country to sit their assessments and before the closing date below. The BTR team and BPP Study Visas team are not able to assist with visa applications.
- Visa refusals and/or a failure to obtain a visa by the required time will not be accepted as a valid reason for cancellation or postponement requests being made after the specified cancellation/postponement deadline.

International students who are residing in the UK

- **If a candidate is an 'International Student', meaning a non-UK or non-Irish National who has limited leave to remain in the United Kingdom, and who is residing in the UK at the time of application, when providing a coloured copy of their non-UK or non-Irish passport, they must also supply evidence of their UK visa validity such as their UKVI Share Code together with their application.**
- UK Visas and Immigration (UKVI) is replacing physical documents (i.e. biometric residence permits/cards and visa vignettes in passports) with an online record of immigration status, known as an 'eVisa'. For further information on this, please refer to the UKVI webpage at www.gov.uk/evisa.

Learning Support and Academic Adjustments

- Candidates with a learning difficulty, disability or physical or mental health condition that may affect their studies can request learning support through the BPP Learning Support team. Requests for Learning Support and/or Reasonable Adjustments must be emailed to LearningSupport@bpp.com.
- **Your Learning Support Agreement must be completed and in place at least ONE month before your assessments take place.** It is not possible for BPP to accommodate late requests.
- It is the candidate's responsibility to contact the Learning Support Team as early as possible with sufficient notice and supply the relevant details and documentation when requested, so that any arrangements can be confirmed and implemented in time for assessments.
- **Any previous Learning Support Arrangement(s) at BPP or another education provider prior to enrolment on the current BTR sitting will not automatically apply. You must contact the BPP Learning Support team directly to confirm new arrangements to be put in place for you on the current BTR sitting even if you have sat for similar assessments previously.**

Please read the deadline information below. **Deadlines will not be extended for any reason.**

Deadlines – these will not be extended		
For <u>NEW</u> or <u>RETURNING</u> candidates requiring learning support:	Applications to be submitted and payment received by BPP via the Bar Transfer Test (BTT) team	19 th February 2025, 5:00 PM UK time
All other candidates <u>NOT</u> requiring learning support:		12 th March 2025, 5:00 PM UK time
All Spring 2025 candidates	Deadline for cancellations or postponements	12 th March 2025, 5:00 PM UK time

Please complete all areas below and return it to BTR@bpp.com along with the following documents:

- Passport – a coloured copy
- All previous Bar Training final transcripts (where applicable) – these must clearly show the start date of the original Bar Training programme, all results received for the Bar Training vocational components, and which components have been passed/failed.
- Postponement confirmation (where applicable) – the email from BTR@bpp.com confirming that your request to postpone was accepted.
- Extenuating circumstances outcome (where applicable) – a letter or email from BPP confirming that your application was successful.
- Review or results outcome OR Appeal outcome (where applicable) – the email from BPP or the BSB confirming that your application was successful and the outcome.

Personal Details – please complete the details in full as they appear on your passport:

Title	
Forename	
Surname	
Gender	
Date of Birth (DD/MM/YYYY)	
Nationality	
Passport number	
Contact number (including country code)	
Email address	
BPP Student Record Number (SRN) if you have previously studied at BPP	

UKVI Share Code – ONLY required for International Students who are residing in the UK:

UKVI Share Code – obtained from UKVI's 'View and prove your immigration status' service	
This Code is valid until (DD/MM/YYYY)	

Bar Training record – all fields are REQUIRED to verify your programme eligibility and should be consistent with your final transcript(s) and record on the MyBar portal:

Please state here your previous Bar Training Provider(s) (if more than one, list them all)	
Enrolment start date of your Bar Training programme – Vocational component start date on your MyBar record (DD/MM/YYYY)	
Please tick here to indicate that you consent to us contacting your previous provider(s) if we need to clarify your eligibility for the BTR	<input type="checkbox"/>
MyBar unique identification number (an eight-digit reference in alphanumeric characters)	

Academic misconduct:

Please tell us if you have been found to have committed academic misconduct during your Bar Training. This is so that we can make further enquiries regarding your programme eligibility. Please note that the Inns of Court will determine separately whether you are eligible to be Called to the Bar of England and Wales.

Have you had a finding of academic misconduct made against you during your Bar Training at any provider?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Inn of Court – please note that we require this information to send your results to your Inn of Court:		
Inn of Court		
Date of admittance to Inn of Court (DD/MM/YYYY)		
Home Address:		
Address		
City		
Region		
Country		
Postcode		
Correspondence Address if different from above:		
Address		
City		
Region		
Country		
Postcode		
<u>This field is mandatory.</u>		
Emergency Contact Details – it is important that we have someone to contact in case of an emergency. This can be a friend or family member in the UK or abroad. You will need to provide details for this person:		
Name		
Relationship		
Contact number (including country code)		
Email address		
Ethnicity – BPP collects this information for equality and diversity monitoring purposes only. This information is voluntary. Please select from the categories below:		
Prefer not to answer		
White		
Black or Black British – Caribbean		
Black or Black British – African		
Other Black background		
Mixed – White and Black Caribbean		
Mixed – White and Black African		
Other Ethnic background		
Asian or Asian British – Indian		
Asian or Asian British – Pakistani		
Asian or Asian British – Bangladeshi		
Chinese		
Other Asian background		

Mixed – White and Asian		
Other Mixed background		
Please indicate whether you are resitting, have previously postponed the start of the programme or are a new candidate to the BTR. This information is required to process your application.		
If you are a resitting candidate from any previous BTR sits, please indicate here: <input type="checkbox"/>		
If you are a previously postponed candidate from any previous BTR sits, please indicate here: <input type="checkbox"/>		
If you are a new BTR candidate (never joined this Bar Training Resit programme before), please indicate here: <input type="checkbox"/>		
Please indicate your chosen location for your 'in-person' assessments at a BPP-specified venue – ONLY for Drafting, Civil Litigation Papers 1 & 2, Criminal Litigation, and Professional Ethics:		
<u>PLEASE NOTE:</u> It is the candidate's responsibility to apply for the correct visa and in good time to receive it before taking any assessments. Candidates are responsible for the relevant British Council fee if opting to sit outside of the UK.		
UK	London	
	Manchester	
	Birmingham	
	Leeds	
	Bristol	
If you have chosen UK and require a UK Standard Visitor Visa letter from BPP, please indicate here: <input type="checkbox"/>		
Bangladesh	Chattogram (Chittagong)	
	Dhaka	
	Sylhet	
Malaysia	Kuala Lumpur	
	Penang	
Mauritius	Rose Hill	
Pakistan	Faisalabad	
	Islamabad	
	Karachi	
	Lahore	

Please refer to your remaining Bar Training vocational component assessments and tick the relevant assessments and/or training sessions below.

Training for the assessments is optional but highly recommended. **Please refer to the Programme Overview for further details of what is included in each training session.** Please note BPP's Barrister Training Course (BTC) papers may be used in some training sessions and formative assessments for learning purposes.

Please indicate which assessment attempt this is for you, **only within this Bar Training Resit (BTR) programme**, by ticking the relevant box. If you are new to this programme, it will be '**Attempt 1**' for your assessments.

If you have any questions or would like to discuss what training options may be of assistance to you before completing your application, please email BTR@bpp.com.

Please note that training dates are fixed and cannot be changed.

TRAINING	Date	Time (in UK time)	Price	Please tick if you would like to attend any of these sessions
Drafting Workshop – Session 1 (Formative Assessment included)	19 th March 2025 (WED)	11:00 AM – 1:00 PM	£630	
Drafting Workshop – Session 2 (Review of Formative Assessment)	21 st March 2025 (FRI)	2:00 PM – 4:00 PM		
Drafting Formative Assessment ONLY (no training) – papers release	19 th March 2025 (WED)	10:00 AM	£285	
Drafting Formative Assessment – submission deadline	20 th March 2025 (THU)	4:00 PM		
Opinion Writing and Legal Research Workshop – Session 1 (Formative Assessment included)	22 nd March 2025 (SAT)	10:00 AM – 12:00 PM	£630	
Opinion Writing and Legal Research Workshop – Session 2 (Review of Formative Assessment)	29 th March 2025 (SAT)	10:00 AM – 12:00 PM		
Opinion Writing and Legal Research Formative Assessment ONLY (no training) – papers release	22 nd March 2025 (SAT)	10:00 AM	£285	
Opinion Writing and Legal Research Formative Assessment – submission deadline	28 th March 2025 (FRI)	10:00 AM		
Professional Ethics Full-day Training	27 th March 2025 (THU)	9:00 AM – 3:30 PM	£375	
Professional Ethics Revision Webinar	3 rd April 2025 (THU)	6:00 PM – 8:00 PM	£340	
Criminal Litigation Full-day Training – Day 1	2 nd April 2025 (WED)	9:00 AM – 3:30 PM	£750	
Criminal Litigation Full-day Training – Day 2	3 rd April 2025 (THU)	9:00 AM – 3:30 PM		
Criminal Litigation Revision Webinar	14 th April 2025 (MON)	6:00 PM – 8:00 PM	£340	
Conference Skills Workshop – Session 1 (Training)	4 th April 2025 (FRI)	9:30 AM – 11:30 AM	£630	
Conference Skills Workshop – Session 2 (Formative Assessment)	4 th April 2025 (FRI)	1:30 PM – 3:30 PM		
Civil Litigation Full-day Training – Day 1	5 th April 2025 (SAT)	9:00 AM – 3:30 PM	£375	
Civil Litigation Full-day Training – Day 2	6 th April 2025 (SUN)	9:00 AM – 3:30 PM	£375	
Civil Litigation Revision Webinar	15 th April 2025 (TUE)	6:00 PM – 8:00 PM	£340	
Advocacy Training Day 1 – Submission Advocacy and Witness Handling Lectures	11 th April 2025 (FRI)	9:00 AM – 4:30 PM	£315	
Advocacy Training Day 2 – Witness Handling (Cross Examination and Examination in Chief) Training and Formative Assessment	12 th April 2025 (SAT)	9:00 AM – 4:45 PM	£500	
Advocacy Training Day 3 – Submission Advocacy (Civil Applications) Training and Formative Assessment	13 th April 2025 (SUN)	9:00 AM – 4:45 PM	£500	

Submission Advocacy (Civil Applications) Workshop <i>(Places are limited in this session)</i>	16 th April 2025 (WED)	2-hour session (Time to be confirmed)	£315	
Witness Handling Mini-trial Workshop <i>(Places are limited in this session)</i>	17 th April 2025 (THU)	2-hour session (Time to be confirmed)	£450	

ASSESSMENTS	Date	Time (in UK time)	Price	Please tick what attempt this is for you				
				1	2	3	4	5
Drafting (in-person)	31 st March 2025 (MON)	10:00 AM – 1:00 PM - Release of Briefing Sheet: 24 th March 2025 (MON), 10:00 AM	£385					
Opinion Writing (coursework, online)	Papers release: 1 st April 2025 (TUE), 10:00 AM Submission deadline: 8 th April 2025 (TUE), 10:00 AM		£385					
Legal Research (coursework, online)	Papers release: 1 st April 2025 (TUE), 10:00 AM Submission deadline: 8 th April 2025 (TUE), 10:00 AM		£285					
Professional Ethics (in-person)	7 th April 2025 (MON)	10:00 AM – 12:00 PM	£385					
Conference Skills (oral, online)	Oral Assessment: 25 th April 2025 (FRI) 9:30AM – 5:30PM (<i>Individual assessment time slot provided closer to the day</i>) - Papers release: 14 th April 2025 (MON), 10:00 AM - Submission deadline for Conference Preparation Note: 23 rd April 2025 (FRI), 10:00 AM		£420					
Submission Advocacy (Civil Applications) (oral, online)	Oral Assessment: 26 th April 2025 (SAT) 9:30 AM – 5:30 PM (<i>Individual assessment time slot provided closer to the day</i>) - Papers release: 14 th April 2025 (MON), 10:00 AM - Submission deadline for Skeleton Argument & Authorities bundle: 23 rd April 2025 (THU), 10:00 AM		£420					
Criminal Litigation (in-person)	28 th April 2025 (MON)	2:00 PM – 5:00 PM	£385					
Civil Litigation – Paper 1 (in-person)	30 th April 2025 (WED)	2:00 PM – 4:00 PM	£385					
Civil Litigation – Paper 2 (in-person)	2 nd May 2025 (FRI)	2:00 PM – 4:30 PM	£385					
Advocacy – Cross Examination (oral, online)	Oral Assessment: 3 rd May 2025 (SAT) 9:30 AM – 5:30 PM (<i>Individual assessment time slot provided closer to the day</i>) - Papers release: 25 th April 2025 (MON), 5:00 PM - Submission deadline for Case Theory and Trial Strategy Note: 2 nd May 2025 (FRI), 10:00 AM		£420					
Advocacy – Examination in Chief (oral, online)	Oral Assessment: 4 th May 2025 (SUN) 9:30 AM – 5:30 PM (<i>Individual assessment time slot provided closer to the day</i>) - Papers release: 25 th April 2025 (MON), 5:00 PM - Submission deadline for Case Theory and Trial Strategy Note: 2 nd May 2025 (FRI), 10:00 AM		£420					

Planning your assessments for future sittings

We strongly encourage candidates to consider carefully how they might plan their assessments and to try and attempt all assessments within a maximum period of one year.

If you have remaining assessments that you have NOT selected to sit in Spring 2025 in sections above and wish to spread them across future sitting(s), please indicate below how you might plan to do this. This information is voluntary and for information/planning purposes only.

Completing this section of the form below does not constitute an application for future sittings or guarantee you a place. You must submit a NEW application for each sitting in which you wish to attend training and/or assessments and await confirmation of your place.

Assessment(s) Remaining	When are you planning to take this assessment in future sitting(s)?				Are you likely to sign up for training?		
	Summer 2025	Winter 2025	Spring 2026	Other – please specify	YES – full-day	YES – workshop/webinar	NO
Civil Litigation (Paper 1 & 2)							
Criminal Litigation							
Professional Ethics							
Submission Advocacy (Civil Applications)							
Advocacy – Cross Examination							
Advocacy – Examination in Chief							
Conference Skills					N/A		
Drafting					N/A		
Opinion Writing					N/A		
Legal Research					N/A		

Declaration and Signature – please read the Terms and Conditions and Privacy Notice below before signing this form. By signing this form you acknowledge and agree to be bound by the Terms and Conditions and Privacy Notice.

- ☐ I have no remaining attempts, no pending results, have exhausted the appeals process and do not have any ongoing review/appeals, postponements, or extenuating circumstances application(s) or equivalent with my previous Bar Training provider(s); and
- ☐ I understand the Bar Training Resit (BTR) programme is a non-award programme and I will only receive a transcript of results but not any exit award or certificate from BPP upon completion; and
- ☐ I understand that by applying for this Bar Training Resit (BTR) programme, I will be unable to return to and continue my vocational barrister training with my previous Bar Training provider(s).

Print Name:	
Signature:	
Date:	

Please return your completed form to BTR@bpp.com along with:

- A clear, coloured copy of your passport
- If you are a new candidate, a copy of all previous Bar Training final transcript(s)
- If you have previously postponed, include a copy of your postponement confirmation email
- If you have applied for a review/appeal and have received an outcome in your favour, please provide a copy of the letter or email
- If you have applied for extenuating circumstances and have received an outcome in your favour, please provide a copy of the letter or email
- If you have previously postponed or are a resitter, you will still need to provide all of these documents along with a completed application form for this sitting
- If you require a UK Standard Visitor Visa letter you **must** indicate on this form and email BTR@bpp.com

Payment

- Can be made by bank transfer or by card over the phone.
- Once you have submitted your application to BTR@bpp.com the team will confirm that it has been received.
- It will then take 1-3 business days for the Bar Training Resit team to process your application (the time varies depending on the volume of applications being received at the time).
- Applications are processed in the order that they are received.
- Once processed, the Bar Training Resit team will email you to confirm whether you have secured a place on the programme.
- If you are offered a place you will be supplied with a unique reference number which will enable you to make payment.
- Once we have received confirmation that your payment has been received in cleared funds, the BTR team will provide you with a Confirmation document which contains important information – you must check that information accurately records what you are applying for and inform the Programme Team immediately if there are any errors or discrepancies.

Privacy Notice

BPP will use the information provided in this form in order to register you for and deliver the programme, training and/or assessments you have selected. BPP may need to release your name and student record number (SRN) to the relevant exam body, who will in turn release your results to BPP.

Additionally, you can choose to receive marking information relevant to the course you are interested in. Please use the checkboxes below to let us know if you are happy to receive these communications. You can opt out of marketing at any time, either by calling us or visiting the Preference Centre or clicking the Unsubscribe link on future emails. We will not share your marketing information outside of the BPP Professional Education Group.

I am happy to receive marketing information from BPP: ☐

I do not wish to receive marketing information from BPP: ☐

For further information explaining how we use your information, please see our Privacy Policy at www.bpp.com/privacy.

Terms and Conditions

1. Definitions

- **"BPP"** means BPP University Limited, BPP House, Aldine Place, 142-144 Uxbridge Road, London, W12 8AA.
- **"Brexit"** means the United Kingdom's withdrawal from the European Union.
- **"Bar Training Resit" or "BTR"** refers to the programme of additional resit(s) of Bar Training assessments run by BPP three times annually, through which candidates may undertake any training and/or assessments required to complete the vocational training required by the Bar Standards Board, to be eligible to be Called to the Bar of England and Wales.
- **"Bar Training Resit Application Form"** means the application form attached to these Terms and Conditions.
- **"Bar Training Resit Fees"** means the fees payable for the Bar Training Resit components, as set out in the Bar Training Resit Application Form.
- **"Bar Training Resit Materials"** means any and all learning materials provided to you by BPP and shall include (but not be limited to) any Online Study Materials, materials and/or documents shared with you during Workshops and/or materials released or made available to you via the BPP Hub.
- **"BPP University Policy and Procedures"** ("UPPs") means the BPP University Policies and Procedures which have been developed in support of the General Academic Regulations (GARs), as amended from time to time.
- **"International Student"** means a person who is a non-UK or non-Irish National, subject to any ongoing changes implemented as a result of Brexit (please see clause 7 for more information), who has limited leave to remain in the United Kingdom.
- **"Online Study Materials"** means, but is not limited to, online tests, online tutorials and online downloads.
- **"Outbound Delivery Costs"** means any charges incurred by you for the delivery of any Bar Training Resit Materials to you.
- **"Sponsor"** means any third-party organisation or individual who has undertaken to pay your Bar Training Resit Fees; and
- **"Terms and Conditions"** means these Terms and Conditions.

2. Confirmation Procedure

2.1. Subject to Clause 2.2, in order to secure your place on the Bar Training Resit, by the date stated in the Bar Training Resit Application Form you must:

- 2.1.1. pay in cleared funds and in full to BPP the Bar Training Resit Fees for all components you have applied to sit;
- 2.1.2 sign and return a completed Bar Training Resit Application Form;
- 2.1.3. send a coloured photocopy of your passport;
- 2.1.4 send any other applicable documentation as listed in the Bar Training Resit Application Form.

All documents listed in this Clause 2.1 should be sent to Bar Training Resit Programme Team by email at BTR@bpp.com.

2.2. You will lose your place on the Bar Training Resit if you do not comply with all of the obligations set out in Clause 2.1, by the date stated on the Bar Training Resit Application Form.

2.3. A legally binding agreement shall not come into existence until BPP has confirmed your place on the Bar Training Resit.

2.4. Notwithstanding Clause 2.3, your place on the Bar Training Resit is subject to you satisfying the conditions set out in Clause 8.1.

2.5 It is your sole responsibility to check your eligibility status and by completing and submitting your application form to BPP, you confirm that you are eligible. To be eligible for a place on the Bar Training Resit you confirm that (i) there are no unresolved and/or outstanding extenuating circumstances (or equivalent) applications and/or appeals with a previous Bar Training Provider; and (ii) there is sufficient time remaining to complete your outstanding assessments pursuant to the rules of the Bar Standards Board.

2.6 Places on the Bar Training Resit are allocated at the discretion of BPP.

3. Bar Training Resit Fees - Payment Terms and Conditions

3.1. The Bar Training Resit Fees are quoted on the Bar Training Resit Application Form. Bar Training Resit Fees are quoted in pounds sterling.

3.2. The provision of the Bar Training Resit is contingent upon BPP having received cleared funds from you or your Sponsor (if you are a sponsored student) in respect of the Bar Training Resit Fees for all selected training sessions and/or assessments on the Bar Training Resit. Without prejudice to BPP's rights and remedies under these Terms and Conditions and the UPPs and/or GARs, if any sum payable in respect of the Bar Training Resit Fees is not paid in cleared funds on or before the due date (being the date set out in the Bar Training Resit Application Form and/or as notified to you by BPP), BPP reserves the right, forthwith and at BPP's sole discretion, to suspend the provision to you and refuse you entry to the Bar Training Resit.

3.3. In the event a credit or debit card transaction is declined by your bank, funds will not be deemed to have cleared. BPP shall not be liable for any bank charges that may apply.

3.4. BPP reserves the right from time to time to change the amount of the Bar Training Resit Fees, (i) in line with inflation (RPI) or (ii) to reflect increased costs of delivering the Bar Training Resit. BPP shall notify you of any increases in the Bar Training Resit Fees, as soon as practicably possible.

3.5. In the unlikely event that the amount of the Bar Training Resit Fees displayed on the Bar Training Resit Application Form is incorrect, BPP will notify you as soon as it reasonably can. If the correct amount of the Bar Training Resit Fees is higher than displayed on the Bar Training Resit Application Form, then you will be given the opportunity to cancel your place and receive a full refund at the time you are notified of the higher Bar Training Resit Fees. If the Bar Training Resit Fees are lower than displayed on the Bar Training Resit Application Form, then you will be refunded the difference between the lower Bar Training Resit Fees and the amount which you have paid. Any refund will be made in accordance with clause 4.5.

3.6. If you are a sponsored student and your Sponsor fails to pay the Bar Training Resit Fees, you will be liable to pay the Bar Training Resit Fees.

3.7 BPP does not accept cash payments.

3.8 Students do not have any right of set off in respect of Bar Training Resit Fees, or the right to withhold Bar Training Resit Fees. This also includes cases where you have an open complaint with BPP.

4. Your Cancellation Rights

4.1. Under the Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013 ("**Consumer Contracts Regulations**") you may cancel your purchase of Bar Training Resit within 14 calendar days ("**Cancellation Period**") from the date your place on the Bar Training Resit is secured in accordance with Clause 2.1, subject to paragraphs 4.6 and 4.7.

4.2. You must inform BPP of your decision to cancel, within the Cancellation Period, by emailing BTR@bpp.com.

4.3. If you cancel your purchase within the Cancellation Period, you will be liable to return any goods you may have received from BPP without undue delay and not later than 14 calendar days after you inform BPP of the cancellation. You will be liable for the cost of returning any goods to BPP and BPP reserves the right to withhold payment of part or all of your Bar Training Resit Fees until all goods have been returned.

4.4. On valid cancellation in accordance with this Clause 4, you will be entitled to a full refund of the Bar Training Resit Fees and any Outbound Delivery Cost of any applicable Bar Training Resit Materials subject to the following limitations:

4.4.1. In relation to Outbound Delivery Costs of Bar Training Resit Materials, the refund amount will be capped at the cost of a standard postal method fee; and

4.4.2. If the value of the goods has been diminished by your handling (such value to be determined by BPP acting reasonably), BPP may recover the amount of this diminished value by deducting this amount from your refund.

4.5. Refunds will be made using the same method of payment as you used for the purchase, BPP will not make refunds using alternative payment methods nor make refunds into an account other than the account from which the payment originated. Refunds will be paid within 28 calendar days of BPP accepting your notice to cancel. The period for refund will increase to 35 days if you are using a non-UK bank account. If you have chosen to invoice your Sponsor and at the time of cancellation the relevant invoice

has not yet been paid, then such invoice will be cancelled. If you have chosen to invoice your Sponsor and at the time of cancellation the relevant invoice has already been paid by your Sponsor, the refund will be credited to your Sponsor's bank account within 28 calendar days of cancellation (provided a UK bank account can be credited).

4.6. Your right to cancel and obtain any refund will be lost if you have started the Bar Training Resit during the Cancellation Period and the Bar Training Resit has been fully delivered to you. If you have started the Bar Training Resit but the service is only part performed, you will be liable to pay for the services rendered before the cancellation date.

4.7. If the contract is for the supply of Bar Training Resit Materials which are in a digital content, your right to cancel and obtain any refund will be lost if you have given BPP express consent to supply the digital content to you during the Cancellation Period and/or if you access the digital content before the expiry of the Cancellation Period. For the avoidance of doubt this includes materials which are accessible via the BPP Hub.

4.8. For further details of your rights under the Consumer Contracts Regulations you can visit your local Citizens' Advice Bureau or visit the Competition and Markets Authority website.

5. BPP's Refund and Postponement

5.1. In addition to your rights under Clause 4, BPP also operates the following refund and postponement policy on the Bar Training Resit:

Time of Cancellation	Bar Training Resit Fee Responsibility
During the Cancellation Period	You will receive a full refund
Between the end of the Cancellation Period and before the cancellation and postponement deadline set out in the Bar Training Resit Application Form	You will receive a refund of any Bar Training Resit Fees that you have paid minus a £300 administration fee.
After the cancellation and postponement deadline set out in the Bar Training Resit Application Form	You will be responsible for paying 100% of the Bar Training Resit Fee.

5.2. You may opt to postpone the start date of your Bar Training Resit at any time up to the cancellation and postponement deadline as set out in the Bar Training Resit Application Form, subject to there being an available place on your chosen postponed Bar Training Resit ("**Postponed Bar Training Resit**"). Please note that you cannot partially postpone. Postponement of your place on the Programme will mean that you will not be entitled to undertake any training and/or assessments during the sit that you originally applied for and you will start all selected components at a future sit opportunity. An administration fee of £300 will be charged for postponement.

5.3 If there is a change to the Bar Training Resit Fee between the original start date of your Bar Training Resit and the start date of your Postponed Bar Training Resit, BPP will contact you and provide you with an option of continuing on the Postponed Bar Training Resit or withdrawing. If you elect to continue on the Postponed Bar Training Resit, you will enter into a new contract with BPP and will be required to pay the new Bar Training Resit Fees. If you elect to withdraw from the Postponed Bar Training Resit, Clauses 4 and 5.1 shall apply.

5.4 Subject to your rights under Clauses 4.1 and 5.1, if you elect to withdraw from the Postponed Bar Training Resit you will not be entitled to any refund of the Bar Training Resit Fees.

5.5. Any cancellations or postponements made in accordance with this Clause 5, must be made in writing to BTR@bpp.com through the submission of a completed Cancellation/Postponement Form.

5.6. All Bar Training Resit Fees paid in respect of completed Bar Training Resit assessments and/or training are non-refundable in any circumstances.

5.7. Except as set out in Clauses 4 and 5, no cancellations and/or postponements will be permitted on the Bar Training Resit, save in accordance with the procedures in place for academic adjustments under the BPP UPPs and/or GARS.

5.8. Your acceptance of a place to study on the Bar Training Resit is personal to you and you will not be permitted to transfer your place on a Bar Training Resit or transfer and/or ask for any Bar Training Resit Fees to be credited to the benefit of any other person.

5.9. BPP reserves the right to use its discretion to determine whether to make refunds and/or postponements in exceptional circumstances which fall outside Clauses 4 and 5 and to charge an additional fee in any such event to cover the administration costs incurred by BPP. Any such additional fees will be communicated to you before you make your decision to cancel or postpone your place.

5.10 Save in accordance with your rights under Clause 4.1, in the event that you submitted an application to BPP when you did not meet the eligibility criteria for the BTR, you will not be entitled to a refund of any fees paid to BPP.

6. Cancellation or Variation of the Bar Training Resit

6.1. BPP reserves the right to vary, withdraw and/or cancel the Bar Training Resit or any component within the Programme at any time up to 14 days prior to the commencement of the Bar Training Resit in the following (non-exclusive) circumstances:

6.1.1. because it is necessary to reflect changes to, the theory in an area of research, practices around the subject matter or its delivery.

6.1.2. because changes are required to be made as a result of a commissioning and/or accrediting and/or regulatory body requiring certain content to be added or changed;

6.1.3. if the educational experience of a student is or is likely to be impaired if the Bar Training Resit or any component were to run;

6.1.4 if there are changes to the availability of a particular physical location or study mode; or

6.1.5 if it is not commercially viable for BPP to run the Bar Training Resit or a particular component (including due to insufficient student numbers).

6.2. Prior to the withdrawal and/or cancellation of the Bar Training Resit or any significant variation to the Bar Training Resit, BPP shall:

6.2.1. Notify you in writing; and

6.2.2. use its reasonable endeavours to consult with any students who may be affected by the withdrawal, cancellation and/or significant variation,

6.3. You shall be entitled to withdraw from your place on the Bar Training Resit by written notice to BPP within 14 days of being notified of such withdrawal, cancellation or significant variation. In these circumstances you will be entitled to a refund of any part of the Bar Training Resit Fees which you have paid to BPP, in accordance with Clause 4.5.

Changes to the Bar Training Resit caused by Force Majeure

6.4. In some cases, BPP may have to make changes to the Bar Training Resit for reasons outside of its control. This would include (but is not limited to) changes required as a result of: pandemics, epidemics or other local health emergencies (including but not limited to Covid-19); earthquakes, fires, flood or other natural disasters or Acts of God, terrorist attack, war, riot, industrial action (but not including that of BPP's own employees), rail or transport strikes or interruption or failure of utility or internet or IT service.

6.5. As a result of any of the above, BPP may be required to make changes the Bar Training Resit that it (in its sole discretion, acting reasonably) deems necessary to ensure the safety of students and staff and/or comply with government or local authority rules or guidance. Examples of the changes that may be required are (but are not limited to):

6.5.1. Removing or restricting face to face teaching or assessments and replacing or supplementing with online, remote or other virtual teaching and assessments (including the use of remotely proctored exams);

6.5.2. Restricting the numbers of students who can attend any location/premises at a given time (for example limiting or staggering numbers of students in classrooms, exam venues, or other student areas in BPP premises);

6.5.3. Requiring students to study or sit assessments at an alternative BPP centre, location or study mode;

6.5.4. Making changes to teaching/assessment timetables (including providing teaching/assessments on evenings, weekends or outside of usual term time);

6.5.5. Restricting or cancelling access to BPP facilities;

6.5.6. Requiring students to comply with health and safety measures, which include, but are not limited to: wearing personal protective equipment or face coverings (where no exemption applies); complying with social distancing measures; taking part in health surveillance (such as temperature checks; engaging in routine testing and providing details for contact tracing); complying with reporting requirements (such as notifying BPP of positive test results or suspected cases of illness); and complying with any additional hygiene requirements (such as hand washing); and

6.5.7 Changing methods of communication with you (for example using telephone communication instead of emails).

6.6. BPP will give you as much notice of changes as is possible in the circumstances, but will not offer any discount, refund, other compensation, or be obligated to you, where changes to the Bar Training Resit or failure by BPP to comply with these Terms and Conditions is caused by reasons outside of its reasonable control.

7. Additional clauses that apply to International Students only

7.1. If you are an International Student, then the following additional terms shall also apply to you and to the extent that there is conflict between this Clause 7 and the rest of the Terms and Conditions, the terms in Clause 7 shall prevail.

7.2. Please note that, as a consequence of Brexit, if you are not eligible for the EU Settlement Scheme (Settled and Pre-Settled status) then you will need to apply for a visa to study in the UK.

7.3. It is your responsibility to obtain any necessary visa or other leave to enter or remain in the UK. BPP cannot be held responsible for any failure or delay in you obtaining a visa or other leave. Information on the visa application process is available at www.gov.uk/visas-immigration. You may also access the following resources for additional advice and support:

7.3.1. <https://www.gov.uk/student-visa>;

7.3.2. <https://www.ukcisa.org.uk/>; or

7.3.3. <https://www.gov.uk/find-an-immigration-adviser>.

7.4. If you require a visitor visa letter from BPP in order to apply for your visa, you can request one by ticking the relevant box on the Bar Training Resit Application Form. The Study Visas Team will only issue the letter once BPP has received from you and verified:

7.4.1. you have provided the relevant information as set out under Clause 2 above.

7.4.2. that you otherwise meet the requirements as set out by the UK Visas Immigration agency ("UKVI") as amended from time to time; and

7.4.3. that you have paid the Bar Training Resit Fees.

7.5. BPP shall decide, acting reasonably, whether to issue a letter to you (even if you meet all of the requirements set out in Clause 7.4). BPP's decision shall be final and in the event of a refusal, we shall have no obligation or financial liability to you.

7.6. You must inform BPP's International Office in writing within 48 hours of receipt of notice of any change to your immigration status or your right to enter, remain or study in the UK, including any refusal of an application for leave to enter or remain.

7.7. If you are refused visitor visa/entry clearance or extension of a visa, then you may request a refund of any sums received by BPP from you (less a £300 administration fee to cover BPP's administrative costs) provided that you inform us of this before the cancellation and deferral date provided on the Bar Training Resit Application Form. Subject to your rights under Clause 4.1, if you inform us after the cancellation and deferral date, you will not be entitled to receive a refund.

7.8. We are required to record and store a copy of your passport, copy of your visa and UK contact details. You must inform BPP's Student Records Team in writing within 48 hours of any change to your UK contact details. In some circumstances we are also required to give information about your enrolment, attendance and progress to the UKVI upon their request and by agreeing to these Terms and Conditions, you consent to BPP providing such information if required.

7.9. You confirm and acknowledge that it is your responsibility to ensure you have valid leave to enter and remain in the UK for the entire duration of your Bar Training Resit in the event that you chose to reside in the UK for the duration of the Programme. In the event that you fail to maintain this, BPP may terminate its agreement with you immediately and you will not be entitled to a refund.

7.10 BPP reserves the right to make changes to this Clause 7 as required by the law of England & Wales or other applicable law. Such updates will be published on BPP's website or otherwise notified to you.

8. BPP Rules and Regulations

8.1. By accepting a place on the Bar Training Resit, you acknowledge and agree that:

8.1.1. your place on the Bar Training Resit is subject to the overriding condition that, prior to the date on which the Bar Training Resit commences, you will have provided to BPP's satisfaction, evidence to show you have met the requirements, (including but not limited to, providing your MyBar student unique identification number and a copy of your previous Bar Training final transcript) as notified on the Bar Training Resit Application Form.

8.1.2. you will produce original evidence of your nationality at Registration; and

8.1.3. you will abide by all codes, rules and regulations (as amended) of BPP in existence during the Bar Training Resit and these include (but are not limited to):

8.1.3.1 BPP University Policies and Procedures including the General Academic Regulations;

8.1.3.2 Bar Standard Board's Handbook;

8.1.3.3 [BPP's Computer Use Policy](#);

8.1.3.4 [BPP's Bring Your Own Device Policy](#);

8.1.3.5 BPP's Health and Safety Policy; and

8.1.3.6 all codes, rules and regulations of any other relevant organisation, institution, or external regulator, if required as part of your Bar Training Resit.

9. Warranties

9.1. BPP will do all it reasonably can to deliver the Bar Training Resit in accordance with the description applied to it in the Application Form. However, BPP may be required to make changes to the Bar Training Resit which it considers necessary, including (but not limited to):

- 9.1.1 to reflect changes to the theory, or new understandings in a particular subject field; and
- 9.1.2 changes required by a governing body, or a commissioning body through which you are required to take examinations.
- 9.2. BPP expects you to take reasonable care to verify that the Bar Training Resit will meet your needs and any specific requirements that you have, and BPP will not be responsible for any failure of you to do so.
- 9.3. All representations, warranties and/or Terms and Conditions and/or commitments not expressly set out in these Terms and Conditions (whether implied by law, conduct, and statute or otherwise) are hereby excluded to the maximum extent permissible at law.

10. Limitation of liability

- 10.1. The exclusions and limitations of liability contained in these Terms and Conditions do not apply to a party's liability: (i) for fraud; (ii) for death or personal injury caused by its negligence; or (iii) where such limitation or exclusion cannot lawfully be excluded.
- 10.2. Except as set out in these Terms and Conditions, BPP shall not be responsible for losses that result from its failure to comply with these Terms and Conditions including, but not limited to, losses that fall into the following categories:
- 10.2.1. unforeseeable losses; loss or damage is foreseeable if either it is obvious that it will happen or, it at the time the contract was made, both you and BPP knew it might happen.
- 10.2.2. loss of income or revenue (including loss of employment opportunities).
- 10.2.3. loss of business;
- 10.2.4. loss of anticipated savings;
- 10.2.5. loss or corruption of data; Or
- 10.2.6 wasted expenditure.
- 10.3. BPP cannot accept responsibility for damage to or loss of property howsoever caused.
- 10.4. Save as otherwise set out in this section "**Limitation of liability**", BPP's maximum aggregate liability to you for any claims that you may have against BPP for direct loss in contract, tort or otherwise arising out of or in connection with these Terms and Conditions, the Bar Training Resit and any IT technical support shall be limited to the amount of the Bar Training Resit Fees which have been paid, or are payable, by you or on your behalf.
- 10.5. BPP will not be held responsible for any delay or failure to comply with its obligations under these Terms and Conditions if the delay or failure arises from any cause which is beyond BPP's reasonable control. This condition does not affect your statutory rights.
- 10.6. Each provision in this Clause 10 shall be construed separately as between you and BPP. If any part is held to be unreasonable, inapplicable, or unenforceable, but would be valid if some part thereof was deleted such provision shall apply but with such modification as may be necessary to make it valid and effective.
- 10.7. BPP requires that students seek to resolve any complaints informally in the first instance. In the event that the informal complaints process is unsuccessful, student's must follow BPP's formal student complaints procedure, a copy of which can be found [here](#) (or as updated in the UPPs). You are required to exhaust BPP's complaints procedure before seeking to bring any legal action against BPP.

11. Disclaimer

- 11.1. BPP will not accept any responsibility to any party for the use by you of Bar Training Resit Materials provided for any purpose other than training for educational purposes, including but not limited to the giving of advice by you to any third party, or the sale and distribution of your materials.

12. Intellectual Property

- 12.1. At all times, BPP or its licensors remains the owner of the intellectual property in the Bar Training Resit and in any Bar Training Resit Materials that may be provided to you in the course of the delivery of the Bar Training Resit (including but not limited to any content provided or made available to you electronically). Neither the Bar Training Resit nor any Bar Training Resit Materials, nor any part of them, may be reproduced, shared, stored in a retrieval system, published or transmitted in any form or any means without the prior written permission of BPP. This includes sharing or uploading of materials to online platforms in any form.
- 12.2. In consideration of receipt by BPP of the Bar Training Resit Fees, BPP grants to you a non-exclusive, non-transferable licence to use the Bar Training Resit Materials for the sole purpose of studying for the Bar Training Resit.
- 12.3. Save as expressly set out in these Terms and Conditions, you may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any of the Bar Training Resit Materials. Use of the Bar Training Resit Materials not expressly

permitted in these Terms and Conditions is strictly prohibited and will constitute an infringement of either BPP's copyright or BPP's other intellectual property rights, and/or the copyright or other intellectual property rights of BPP's licensors.

12.4. All intellectual property rights created by you during your Bar Training Resit of study with BPP and relating to your studies (including but not limited to notes and materials created in the course of your study, exam scripts, assessments and projects completed by you) will be jointly owned by you and BPP from creation. Therefore, any use of such by you other than for personal educational use throughout the duration of your Bar Training Resit and upon its completion is not permitted without the prior written consent of BPP.

13. Confidentiality

13.1. Information regarding your attendance and academic performance on the Bar Training Resit will be kept confidential within the BPP group of companies (subject to Clause 14), unless you agree otherwise or you take steps to waive its confidential nature, save for information required to be disclosed by law, to a relevant regulatory body or professional body for the Bar Training Resit, or to the UKVI if you are studying on a student visa, or as otherwise permitted by BPP's [privacy policy](#).

13.2. If you request a reference from BPP, you agree to waive your right to confidentiality for the purposes of providing the reference and for BPP to process your personal data for that purpose and disclose it to the third party.

13.3. If you are sponsored, BPP is permitted to provide information regarding your progress (including, without limitation, details of your attendance, marks, exam results, general progress reports and any other information reasonably requested by your Sponsor and which BPP in its sole discretion considers appropriate for it to provide) to your Sponsor and you agree to waive your right to confidentiality for those purposes.

14. Data Protection

14.1. You agree that BPP and members of the BPP group of companies may process your personal data in order to perform its obligations and enforces its rights under these Terms and Conditions and in accordance with the Data Protection Act 2018. You consent to the use by BPP of such information in accordance with these Terms and Conditions and BPP's privacy policy. BPP will use such information for purposes including, but not limited, to:

14.1.1. performing its obligations and enforcing its rights under these Terms and Conditions.

14.1.2. informing you of feedback and examination results.

14.1.3. communicating with your Sponsor regarding your progress, results and attendance.

14.1.4 communicating with the Bar Standards Board regarding your progress and results; and

14.1.5. as set out further in BPP's privacy policy (available at bpp.com/privacy).

14.2. You acknowledge and agree that, in order to comply with its data protection obligations, BPP will communicate with you via your BPP email address (where you have been provided with such an email address) or via the BPP Hub, rather than any personal or nominated email address (or other means of personal communication), where it is required to disclose your personal data to you.

14.3. You agree to regularly check your BPP email address (and the VLE/Hub) and agree that BPP will not have any liability to you where, due to your failure to check your BPP email, or your logged in sections of the BPP websites including the Hub or VLE, you have suffered any loss or damage.

15. General

15.1. BPP reserves the right to charge late payment interest on any sums that are due and payable by or on behalf of you, at a rate of 4% a year above the base lending rate of Barclays Bank plc from time to time. The interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount.

15.2. BPP reserves the right to recover any reasonable debt collection costs in connection with these Terms and Conditions.

15.3. Please note that it is your responsibility to check that the device you plan to use to access the Online Study Materials is compatible with any minimum specification requirements set out in BPP's [Bring your Own Device Policy](#).

15.4. BPP will seek to resolve any complaints informally in the first instance. Advice on BPP's Student Complaints Procedure can be found [here](#). Appeals against admissions decisions are dealt with by the Admissions and Academic Appeals Regulations and advice can be found [here](#).

15.5. These Terms and Conditions replace any other Terms and Conditions previously published by us and any other representations or statements made by us to you, whether oral, written or otherwise.

15.6. You may not assign or sub-contract any of your rights or obligations under these Terms and Conditions to any other person unless we agree in writing.

15.7. BPP may assign, transfer or sub-contract any of its rights or obligations under these Terms and Conditions to any BPP group company at its discretion and without further notice to you.

15.8. No relaxation or delay by BPP in exercising any right or remedy under these Terms and Conditions shall operate as waiver of that right or remedy or shall affect its ability to subsequently exercise that right or remedy. Any waiver must be agreed by BPP in writing.

15.9. If any provision of this Agreement is held to be invalid or unenforceable, then that provision will (so far as it is invalid or unenforceable) be given no effect and will be deemed not to be included in this Agreement, but without invalidating any of the remaining provisions of these Terms and Conditions.

15.10. Any notices required to be served by BPP under these Terms and Conditions will be deemed properly served if sent via prepaid postage to the postal address, or emailed to the email address, notified by you to BPP in your Bar Training Resit Application Form, at BPP's discretion.

15.11. Any notices required to be served on BPP by you will be deemed properly served if sent to BTR@bpp.com.

15.12. A notice delivered personally is deemed to be given on the day on which it was left at the specified address in Clause 15.10. A notice sent by post is deemed to be given on the day it was posted as evidenced by you. A notice sent by e-mail is deemed to be given on the day it was sent.

15.13. The agreement between you and BPP which is contained in these Terms and Conditions is not intended to be for the benefit of any third party and shall not be exercised by any other person under the Contract (Rights of Third Parties) Act 1999 or otherwise.

15.14. These Terms and Conditions, and any other matters arising out of or in relation to these Terms and Conditions, are governed by and construed in accordance with the laws of England and Wales. In the event of a dispute, the English courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Terms and Conditions.

15.15. When ordering goods from BPP for delivery (other than in the UK) you may be subject to import duties and taxes, which are levied once the goods reach the specified destination. Any additional charges for import duties and taxes must be paid by you; BPP has no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that if applicable, when you are delivered Bar Training Resit Materials from BPP, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the goods.