



# Terms and conditions of service

## 1. General terms and conditions of use

- 1.1

This document, together with the documents referred to in it, set out the terms and conditions for using our website.

- 1.2

Please read this document carefully before you use the website. By using the website, you accept these terms, and you agree to comply with them. If you do not agree to these terms, please do not use the website.

- 1.3

You are responsible for ensuring that all persons who access the website through your internet connection are aware of these terms of use and other applicable terms, and that they comply with them.

- 1.4

We may make changes to these terms from time to time. Every time you wish to use the website, please check these terms to ensure you understand the terms that apply at that time.

- 1.5

We may also make changes to the website from time to time.

## 2. Disclaimer

- 2.1

The website is intended to provide guidance only. Nothing in the website is intended to be a substitute for formal legal advice and should not be relied upon as such. You should take appropriate steps to verify independently the accuracy of any information and take any legal and/or professional advice as you consider necessary.

- 2.2

We have made every effort to ensure that the information contained on the website is accurate and up-to-date at the time of publication. We do not give any express or implied warranty as to the quality, accuracy, timeliness or completeness of the information provided on



the website. We do not accept liability for any errors, omissions or inaccurate information on the website.

### **3. Access and service availability**

- 3.1

While we will always endeavour to make the website available without interruption, we cannot guarantee the availability or uninterrupted access of the website or any content on it. We reserve the right to suspend or withdraw service of, or access to, the website without notice, either in whole or part for scheduled maintenance, business, operational or any other reason without prior notice being given.

- 3.2

You must keep your account details safe. If you choose, or we provide you with, a user identification code or password or any other piece of information as part of our security procedures, you must treat such information as confidential and you must not disclose it to any third party.

- 3.3

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

- 3.4

If you know or suspect anyone other than you knows your user identification code or password, you must promptly [contact us](https://higher-rights.sra.org.uk/home/contact-us/) [<https://higher-rights.sra.org.uk/home/contact-us/>].

### **4. Liability**

- 4.1

We are not liable for any loss or damage whether direct, indirect or consequential arising in contract, tort or otherwise arising under or in connection with the use of, or inability to use the website or any material contained in it, use of or reliance on any content displayed on the website or from any action or decision taken as a result of using the website.

- 4.2



We accept no liability for damage resulting from virus infection and cannot guarantee that the website will be secure or free from viruses or bugs. You are responsible for configuring your computer hardware and software to access the website. You should use your own anti-virus protection software.

- 4.3

You must not misuse the website by knowingly introducing viruses, trojan horses, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the website, the server on which the website is stored or any server, computer or database connected to the website. You must not attack the website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the website will cease immediately.

- 4.4

We accept no liability for any loss of profit or contracts, loss of business or goodwill, loss of income or revenue, business interruption or loss of business opportunity.

- 4.5

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

## **5. Acceptable use policy**

- 5.1

You may not use the website:

- a.

in a way prohibited by law, regulation, governmental order or decree;

- b.

in any way that is fraudulent or has any fraudulent purpose or effect;

- c.



- to violate the rights of others;
  - d.  
  
to try to gain unauthorised access to or disrupt any service, data, account or network by any means;
  - e.  
  
to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation;
  - f.  
  
to spam or distribute malware;
  - g.  
  
in a way that could harm the services we provide or impair anyone else's use of them; or
  - h.  
  
to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 5.2  
  
We exclude liability for actions taken in response to breaches of this acceptable use policy. The actions described above are not exhaustive and we may take any other action we reasonably deem to be appropriate. We may revise this acceptable use policy at any time by amending this page. Some of the provisions of this acceptable use policy may be superseded by provisions or notices published elsewhere on the website.

## **6. External third-party websites**

- 6.1  
  
The website contains links to external third-party websites to assist visitors to the website. The inclusion of a link does not imply that we endorse or have approved the linked website or information you may obtain from them. We have no control over and accept no responsibility for the content of such websites. We are also not responsible for any transmission received from any linked website



nor do we accept responsibility or liability for any losses whatsoever that may be incurred as a result of the use of any links to any other websites.

## 7. Copyright and Trademark

- 7.1

All information on the website, all motifs, designs and logos are protected by copyright unless specifically stated otherwise. You can use extracts of our information on our website for purposes of review, discussion, academic study and other legitimate pursuits without prior authorisation. Any unauthorised use of these materials may violate copyright, trademark and other laws. Materials on the website may not be modified, reproduced or publicly displayed, performed, distributed, or used for any public or commercial purposes.

- 7.2

We will vigorously pursue any breach of our copyright that seeks to exploit our material for commercial gain or to misrepresent our regulatory position.

- 7.3

We do not give permission for any use of any such trademark, service mark or trade name by any person other than the holders. Any such use may constitute an infringement of the relevant holder's rights.

## 8. Privacy notice

- 8.1

We collect personal data to comply with legal obligations e.g. providing information to other regulators, law enforcement and statutory bodies. Please see our [privacy notice \[https://higher-rights.sra.org.uk/sra/how-we-work/privacy-data-information/privacy-notice/1\]](https://higher-rights.sra.org.uk/sra/how-we-work/privacy-data-information/privacy-notice/1). We will only process your personal data in accordance with our privacy notice.

## 9. Liability

- 9.1

These Terms of Service will be governed by, and construed in accordance with, English and Welsh laws and the Courts of England

and Wales have exclusive jurisdiction, except that if you are a consumer and a resident in either Northern Ireland or Scotland you may also bring proceedings in Northern Ireland or Scotland as appropriate.

## **10. Contact us**

- 10.1

If you have any questions about these terms, please [contact us](https://higher-rights.sra.org.uk/home/contact-us/) [<https://higher-rights.sra.org.uk/home/contact-us/>].