

## **SQE Terms of Use**

# **SQE Trade Marks Terms of Use and Terms and Conditions of the List (together the "TERMS")**

February 2019

### **Introduction**

The Solicitors Regulation Authority of The Cube, 199 Wharfside Street, Birmingham, B1 1RN (the "SRA", "we", "us", "our") is the independent regulatory body of The Law Society (a society incorporated by Royal Charter, number RC000304).

We are responsible for setting the standards for admission as a solicitor in England and Wales, including the official assessment for the Solicitor's Qualifying Assessment ("SQE Assessment").

We are the owner of the registered and unregistered SQE and SOLICITORS QUALIFYING EXAMINATION trade marks (the "Trade Marks").

We wish to control the use and registration of our Trade Marks to create a fair, diverse and competitive market for Training Providers and to ensure one Training Provider does not obtain an unfair advantage as a result of any perceived endorsement by or association with the SRA or the SQE Assessment organisation appointed by us.

We also maintain an online [list of Training Providers](https://higher-rights.sra.org.uk/become-solicitor/sqe/sqe-training-options/training-provider-list/1) (<https://higher-rights.sra.org.uk/become-solicitor/sqe/sqe-training-options/training-provider-list/1>) (defined below) located on our website ("List"), based on Training Providers who have asked to be included in the List. Please note that the List is not a comprehensive or definitive list.

These Terms set out the basis on which we will allow Training Providers to use the Trade Marks and be included on the List.

Please read these Terms carefully before using the Trade Marks and/or requesting to be included on the List and review them regularly.

You will be eligible to use the Trade Marks in accordance with these Terms if you are an individual or entity (either in the not for profit or commercial sectors) in the business of:

- a. providing education, tutoring, training or pre-examination assessment services; and/or
- b. creating, producing and/or publishing educational, training and self-study materials in any media in relation to the SQE Assessment

("Training Provider", "you", "your").

Any other individual or entity (either in the not for profit or commercial sectors) cannot be included in the List and does not have the right to rely on these Terms in respect of use of the Trade Marks. They must seek written permission from us before using the Trade Marks.

Note: in these Terms of Use, the words "include", "includes", "including" and "such as" are to be construed as if they were immediately followed by the words "without limitation".

## **Terms of Use**

### **1. Changes to these Terms**

We reserve the right to amend these Terms and to add, remove and/or replace the Trade Marks from time to time without notice to you. The amended Terms will be effective from the date they are posted on the Website. As your continued use of the Trade Marks and inclusion on the List will constitute your acceptance of the amended Terms, please review them on a regular basis.

### **2. Your Acceptance of these Terms**

The right to use the Trade Marks and/or be included on the List (as relevant) is conditional on compliance with these Terms. By using the Trade Marks and/or requesting to be included on the List (as relevant), you: (a) accept and agree to these Terms; (b) you may only use the Trade Marks as set out in these Terms or permitted by copyright and trade mark law; (c) you may only be included in the List in accordance with the provisions of these Terms. If you do not agree to or cannot comply with these Terms, then you may not use the Trade Marks or request to be included in the List.

### **3. Licence**

On the condition that you comply with these Terms, we grant you a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use the Trade Marks solely for the Permitted Uses set out in clause 4 below in accordance with these Terms and for no other purpose whatsoever.

### **4. Permitted Uses**

4.1 Subject to your compliance with the restrictions and limitations in clause 5 and all other provisions under these Terms, you can use the Trade Marks:



- a. to identify and advertise yourself as a provider of education, tutoring, training or pre-examination assessment services in connection with the SQE Assessment in any media, and through the use of an email address solely using the format SQEprep@[insert provider name][insert identifier e.g. ".co.uk"] or as a sub-page of a website solely using the format [provider name]@[identifier e.g. co.uk or org.uk]/SQE. For the avoidance of doubt, no other formats are permitted and the Trade Marks must not be used in any form within a domain name (including subdomain, second level or top level);
- b. in the preparation and delivery of your education, tutoring, training or pre-examination assessment services in connection with the SQE Assessment i.e. the actual teaching and related materials to be shared with and/or distributed to students; and/or
- c. to create, produce, publish, distribute and sell educational, training and self-study materials in any media, which may be used to prepare for the SQE Assessment,

("Permitted Use(s)").

## 5. Prohibited Use

5.1 In using the Trade Marks, you agree that you shall not do any of the following:

- a. falsely offer or imply that you offer the SQE Assessment and/or examination or assessment services equivalent to the SQE Assessment;
- b. use the Trade Marks:
  - i. in any company or trading name;
  - ii. in any domain name;
  - iii. to make untrue, false, exaggerated, offensive or misleading marketing claims, including, without limitation, misleading statements regarding SQE pass rates and/or market position;
- c. use the Trade Marks in a manner which does one or more of the following:
  - i. falsely suggests a client (or other business) affiliation/relationship with us or the SQE Assessment organisation appointed by us. The only relationship between us and you is that of you as a licensee of the Trade Marks under these Terms and at your request, your inclusion on the List;
  - ii. directly or indirectly suggest or imply that you are authorised, connected or endorsed by the SRA or by the SQE Assessment organisation appointed by us;
  - iii. infringes in any way upon the rights of others, which is unlawful, offensive, obscene, defamatory, profane or otherwise objectionable or which encourages conduct that would constitute a criminal offence, gives rise to civil liability or



- otherwise violates any law or is in breach of the privacy or any other rights of a third party or of any law;
- iv. would in our reasonable opinion potentially mislead the public, or be materially detrimental to or inconsistent with our good name, goodwill, reputation and image;
- v. would impair our rights in the Trade Marks;
- d. use any trade mark which is or which includes SQE or SOLICITORS QUALIFYING EXAMINATION, except the right to use the Trade Marks themselves (in standalone Word form), as specifically permitted in accordance with these Terms. For the avoidance of doubt, you are not permitted to use the Trade Marks or the words SQE and/or SOLICITORS QUALIFYING EXAMINATION in any other format and/or combined with any other trade mark or name;
- e. use any trade mark which is confusingly similar to the Trade Marks;
- f. apply for, or obtain, registration of any trade mark which is or which includes SQE or SOLICITORS QUALIFYING EXAMINATION or any trade mark which is confusingly similar to the Trade Marks;
- g. claim or make any representation that you have any rights, title or interest in or to the Trade Marks beyond that granted under these Terms; and/or
- h. use the Trade Marks, except as provided by these Terms.

## **6. Rights in the Trade Marks and the List**

6.1 The legal and beneficial ownership of the Trade Marks, the List and all intellectual property rights in the same belongs to us and all such rights are reserved by us and may not be used, sold, licensed, copied or reproduced without our prior written consent.

6.2 You acknowledge and agree that:

- i. the Trade Marks and the List are our sole property; and
- ii. your right to use the Trade Marks and be included in the List is specifically detailed in these Terms and you do not have any other rights, title or interest in or to the Trade Marks, the List and all intellectual property rights in the same.

6.3 All goodwill resulting from your use of the Trade Marks shall inure to our benefit. You agree to do such things and execute such documents as we may reasonably require in order for us to obtain the full benefit of such goodwill

6.4 We have the sole right to determine whether any action shall be taken and what action (if any) shall be taken in relation to all proceedings relating to the Trade Marks, the List and all intellectual property rights in the same, including any infringement or alleged infringement of them and/or all other claims. We shall not be obliged to bring or defend any proceedings if we, in our sole discretion, decide not to do so.



6.5 If we choose to initiate or defend any actions in accordance with clause 6.4, we shall be entitled to claim in respect of any loss suffered or likely to be suffered by you and shall be entitled to retain any damages awarded in respect of such claim.

6.6 If we choose not to initiate or defend any actions under clause 6.4, then you may request our approval to commence any action in relation to the Trade Marks at your sole cost and expense.

## **7. Your Obligations**

7.1 You shall:

- a. be fully and solely responsible for your use of the Trade Marks and for any and all activities carried out with respect to the Permitted Uses;
- b. discharge your obligations in connection with the use of the Trade Marks with all due skill, care and diligence and comply with any applicable laws;
- c. ensure that all activities, content and/or material incorporating the Trade Marks complies with any and all relevant standards, codes of practice, statutes and regulations of any nature;
- d. not knowingly do or permit anything to be done in connection with your use of the Trade Marks which could jeopardise the validity or goodwill of the Trade Marks;
- e. not make any representation or do any act which may be taken to indicate that you have any right, title or interest in or to the ownership or use of the Trade Marks, except as expressly allowed under these Terms;
- f. acknowledge that your use of the Trade Marks is with our permission and in accordance with these Terms by using the following notice with all uses of the Trade Marks (including on your website): "The SQE and SOLICITORS QUALIFYING EXAMINATION trade marks are the property of and are used under licence from the Solicitors Regulation Authority";
- g. use and display the Trade Marks without amendment and use clear marking to show that the intellectual property rights in any registered Trade Marks are owned by us or our affiliates; and
- h. if requested by us, co-operate with us in securing or attempting to secure registration of the Trade Marks anywhere in the world (including providing written details of any goods or services produced in connection with the licence granted to you under these Terms).

7.2 You shall ensure that the information that you provide to us for your entry in the List:

- a. is complete, accurate and truthful; and



- b. you will notify us promptly as soon as the information needs to be updated.

7.3 You have the full right, power and authority to perform the acts required of you and to grant the rights herein.

## **8. List**

8.1 You may submit your details to us to add to the List by completing the [application form at \[https://form.sra.org.uk/s3/sqe-trademark\]](https://form.sra.org.uk/s3/sqe-trademark) and providing the requested information about your organisation.

8.2 You understand and agree that:

- a. that personal data may be collected in relation to your inclusion on the List ("Personal Data")
- b. that proceeding with a request to be included in the List authorises us to use and process the information provided by you to us for the purpose of setting up and operating your entry in the List and creating, maintaining, publishing and making the List available to the Public;
- c. any such personal data will be processed as described in the [privacy notice \[https://higher-rights.sra.org.uk/sra/how-we-work/privacy-data-information/privacy-notice/\]](https://higher-rights.sra.org.uk/sra/how-we-work/privacy-data-information/privacy-notice/). You have read and understood the Privacy Notice prior to requesting inclusion on the List as provided in this Agreement. If you do not agree to or cannot comply with our Privacy Notice and our Terms of Use, then you may not request to be included in the List. Therefore, please do not proceed with your request;
- d. we can provide your contact name and contact details to a regulator or court of law if required to do so
- e. periodically we will provide you with information and updates.

8.3 We are the controller and responsible for the personal data collected in relation to your inclusion on the List.

8.4 If you decide that you no longer wish to be included in the List, please [email us \[https://higher-rights.sra.org.uk/home/contact-us/\]](https://higher-rights.sra.org.uk/home/contact-us/). We shall use our reasonable endeavours to remove your entry from the List within fourteen (14) days of receipt of your notification. For the avoidance of doubt, we shall incur no liability if we do not remove your entry within the time limit stated.

8.5 We shall have the right, at our sole discretion to reject, suspend, or remove your entry from the List at any time, without liability, for any reason whatsoever, including the following reasons:

- a. we cease to publish the List;
- b. we suspend the List;
- c. you cease to be a Training Provider;



- d. we reasonably believe that you are in breach of these Terms;
- e. for any reason whatsoever, at our sole discretion; and/or
- f. we choose to withdraw these Terms and the rights granted under them.

8.6 Removal of your entry from the List shall be without prejudice to any rights or obligations which we shall have accrued prior to such removal and all other remaining provisions under these Terms, including those relating to use of the Trade Marks and the rights in the Trade Marks and List shall continue to apply to you.

8.7 We reserve the right to withdraw or amend the List without notice. We may suspend access to the List and your entry periodically to carry out emergency or scheduled maintenance or for any other reason at any time. You acknowledge and accept that we do not warrant that use or access of the List is uninterrupted or error free.

8.8 To the extent permitted by law, we accept no responsibility for and exclude any liability to you for the inability of you or the public generally to access the List, for any delays, interruption, service failures, errors, or lack of availability of the List or any other problems outside our reasonable control and any loss or damage arising in relation to the same.

8.9 You agree to fully cooperate with us to investigate any suspected or actual activity that is in breach of this clause 8, including that you will promptly and truthfully answer any questions from us.

8.10 You further acknowledge and agree that:

- a. your website is governed by your own terms and conditions of use and privacy policy and your products and services are governed by your terms of sale;
- b. we have no control over your website or the content of your website. We are under no obligation to link to your website from our website;
- c. we do not review or approve your training courses or any element of your training courses, including the quality, content, pricing and/or delivery; and
- d. we do not regulate, accredit, endorse or recommend you, your activities, products and/or services or your website.

## **9. Liability**

9.1 We do not warrant that the use of the Trade Marks by you will not infringe the rights of any third party.

9.2 Our only responsibilities with respect to the Trade Marks and the List are set out in these Terms. To the fullest extent permitted by law, we exclude and shall not be liable to you for any costs, expenses, loss or





damage (whether direct, indirect or consequential, and whether economic or other) arising from your use of the Trade Marks and/or your inclusion on and/or removal from the List, except where caused by our negligence, fraud, misrepresentation or fraudulent misrepresentation. Nothing in these Terms will exclude or limit our liability for death or personal injury caused by our negligence.

9.3 You acknowledge that we will have no liability for any indirect or consequential losses or damage you may suffer or incur (including any loss of business or business opportunity, or loss of profit or revenue) arising from your use of the Trade Marks and/or your inclusion on the List. You hereby waive any claim or cause of action arising out of any termination of your right to use the Trade Marks under these Terms and/or removal or withdrawal from the List and /or any withdrawal of these Terms and you release us, and our affiliates from any and all such claims and causes of action.

## **10. Termination**

10.1 Without affecting any other right or remedy available to us we may in our absolute and sole discretion, terminate your right to use the Trade Marks under these Terms with immediate effect by giving written notice to you in the event that:

- a. you commit a breach of any provision of these Terms; and/or
- b. we reasonably believe that your primary purpose for using the Trade Marks is not a fair use and/or is outside the scope of the Permitted Uses; and/or
- c. you undergo, or we reasonably believe that you have undergone, any form of insolvency or event connected to an insolvency; and/or
- d. you cease to carry on business; and/or
- e. we choose to withdraw these Terms and all rights granted under them.

10.2 Termination of these Terms will be without prejudice to any existing rights and/or claims that we may have against you and will not relieve you from fulfilling the obligations accrued prior to such termination.

## **11. Consequences of Termination**

11.1 On termination of your right to use the Trade Marks under these Terms:

- a. you will cease to have the right to use the Trade Marks;
- b. you will immediately cease any and all use of the Trade Marks and destroy all materials containing the Trade Marks in your possession or control;
- c. you will immediately cease any and all use of email addresses permitted in accordance with Clause 4.1(a);





- d. all rights granted to you in respect of use of the Trade Marks under these Terms or however acquired and any goodwill associated therewith shall revert and inure to us.

11.2 By virtue of this clause 11.2, any and all obligations of the parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of these Terms shall survive termination, cancellation or expiration of these Terms.

## **12. Other important terms**

12.1 If any provision of these Terms is held to be illegal, invalid or unenforceable in whole or in part the remainder of these Terms will continue to be valid and enforceable.

12.2 If we fail to or delay in enforcing any of these Terms, it will not mean that you do not have to do those things and it will not prevent us taking steps against you and/or enforcing those terms at a later date.

12.3 These Terms expresses the entire agreement between us and you in respect of use of the Trade Marks and/or inclusion on the List (as relevant).

12.4 These Terms are personal to you and you will have no right to assign, novate or otherwise transfer any of your rights, obligations and liabilities under these Terms. These Terms also do not give a third party any rights.

12.5 We may assign, novate or otherwise transfer all rights, obligations and liabilities under these Terms to a successor body to us.

12.6 Any notice to be given under these Terms may be given via e-mail or otherwise as notified by one party to the other.

12.7 These Terms and all non-contractual disputes or claims arising out of or in connection with them shall be governed by and construed according to the laws of England and Wales and be subject to the exclusive jurisdiction of the English Courts.

12.8 Without prejudice to clause 12.7 we shall have the right to apply at any time for injunctive, other interlocutory or emergency relief to any court of competent jurisdiction in relation to any dispute regarding use of the Trade Marks.