

SRA Standards and Regulations - Terms of Use

October 2020

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 and requirements we expect our regulated community to achieve and observe, for the benefit of the clients they serve and in the public interest.

We are the owners of the copyright in the content of the SRA Standards and Regulations (the "Standards").

We wish to allow reproduction of the Standards by third parties to make sure that those subject to them meet them, and the public are aware of the requirements we have set. However, we also want to make sure that any such reproduction is accurate and consistent.

These Terms set out the basis upon which we allow third parties to reproduce entire sections of the Standards. You will not be required to notify us if you intend to make use of short extracts of the Standards for purposes of review, discussion, academic study and other legitimate pursuits, subject to your using the information fairly and acknowledging the source.

Please read these Terms carefully before using the Standards and review them regularly.

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 from time to time. The amended Terms will be effective from the date they are posted on the Website. As your continued use and reproduction of the Standards will constitute your acceptance of the amended Terms, please review them on a regular basis.

2. Your acceptance of these Terms

The right to reproduce the Standards is conditional on compliance with these Terms. By reproducing the Standards, you: (a) accept and agree to these Terms; (b) accept that you may only reproduce the Standards as set out in these Terms or permitted by law. If you do not agree to or cannot comply with these Terms, then you may not reproduce the Standards.

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 Standards in the specific publication in which you have notified us that the Standards are to be used (the "Products") and for no other purpose whatsoever.

Except as expressly set out in these Terms or otherwise expressly agreed in writing by the parties, no rights of either party are assigned, transferred or licensed.

4. *Your obligations*

You shall:

- a. notify us by email [contactus] of your intention to reproduce the Standards in the Products by providing the information set out below:
 - a. Name of your company or organisation
 - b. Short description of your main business activities (e.g. provision of training)
 - c. Name, role, email address and telephone number of contact responsible for oversight of your reproduction of the Standards
 - d. Titles of all Standards that you intend to reproduce
 - e. Description of the context(s) of intended reproduction, including the titles of any works, the addresses of any websites, and the product names of any software or systems
- b. ensure that all Products are produced to the standard and quality set out in Clause 5 of these Terms (the "Style Guidelines") and any other requirements you are notified of from time to time, and where we notify you that the Product does not meet these requirements you will make the relevant changes within 48 hours of receiving the notice where the published digitally unless agreed otherwise; or by such time as specified in writing where published in print;
- c. comply with all applicable laws and regulations pertaining to copyright or the use or sale of the Products including all marketing and marking requirements;
- d. supply us with such information in relation to the Products or your use of the Standards or otherwise relating to these Terms as we may reasonably require;
- e. conduct all publicity and promotion of the Product containing the reproduction of the Standards professionally and responsibly and in a manner that is not detrimental to our interests, including on social media;
- f. immediately notify us in writing of any infringement or potential infringement pertaining to the copyright (or equivalent) in the Standards of which you become aware;
- g. afford to us any assistance as we may reasonably require in investigating or prosecuting any infringement of the copyright (or equivalent); and
- h. provide us with up to date contact details (name, email address and telephone number) of nominated contact within your organisation for communication purposes, such as any improvements required to the Standards or Products.

From time to time we may make modifications, corrections, alterations, adaptations or improvements to the Standards (the "Improvements"). In the event that we notify you of the need to make any Improvements to the Standards published within the Products, you will do so within 48 hours of receiving the notice where the published digitally unless agreed otherwise; or by such time as specified in writing where published in print.

You shall not do or allow anything which would or might prejudice our rights in the Standards or which might suggest that you have any title or interest in the Standards other than the licence granted under this agreement.

You shall not, and shall use all reasonable endeavours not to permit or allow others to, use, edit, adapt, modify, alter or make additions to the Standards in any way which is or could be deemed to be misrepresenting our position, obscene, defamatory or otherwise unlawful.

You agree to provide to us on request, at your own cost, reasonable samples (as advised by us) of each form of Product produced by you to allow us to determine compliance of the Products with the Style Guidelines set out in clause 5 below and these Terms. Where the Product does not comply, we will notify you of this within 30 days and require any changes to be made in accordance with clause 4(b) above.

5. Style guidelines

You shall ensure:

- a. that all Products bear a copyright notice, including a direct and specific source hyperlink/citation in the form set out below or any other form approved by us in writing, from time to time;

“This work is owned by and published under licence from the Solicitors Regulation Authority of The Cube, 199 Wharfside Street, Birmingham, B1 1RN which asserts its right to be identified as the author of this work in accordance with the Copyright, Designs and Patents Act 1988 Sections 77 and 78. [INSERT HYPERLINK TO SRA WEBSITE, DIRECTLY TO PUBLISHED WORK]”

- b. the inclusion of our name prominently in all publicity, publication, advertisements for the Product in the form set out above or any other form approved by us in writing, from time to time;
- c. that the Products comprise the most up-to-date version of the Standards available at time of publication, re-issue or release;
- d. that all Products bear a disclaimer to state the reader should refer to our website to ensure they are relying upon the correct version and most up to date version of the Standards;
- e. ensure that the Products display version information and source including date of extraction;
- f. to reproduce the Standards with completely substantive accuracy; and
- g. not to use formatting, views or other design features to alter or affect the substantive meaning of any part of the Standards.

6. Rights in the Standards

The legal and beneficial ownership of the Standards 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.

7. Liability

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

Our only responsibilities with respect to the Standards 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 Standards, 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.

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 Standards. You hereby waive any claim or cause of action arising out of any termination of your right to use the Standards under these Terms and /or any withdrawal of these Terms and you release us, and our affiliates from any and all such claims and causes of action.

8. Termination

We may terminate your right to use the Standards in accordance with these Terms by giving you a minimum of 3 months' notice in writing.

We may terminate this Terms at any time by giving notice effective immediately if:

- a. you commit a material breach of these Terms and such breach is not remediable; or
- b. you commit a material breach of these Terms which is not remedied within 30 days of receiving written notice of such breach; or
- c. the you fail to comply with the requirements and deadlines set out in clause 4; or
- d. you undergo, or we reasonably believe that you have undergone, any form of insolvency or event connected to an insolvency; or
- e. you stop carrying on all or a significant part of your business.

Termination or expiry of these Terms shall not affect any of our accrued rights at any time up to the date of termination and will not relieve you from fulfilling the obligations accrued prior to such termination.

In the event of termination of these Terms for any reason:

- a. the licence shall immediately be revoked;
- b. you shall take down any digital editions of the Products that are within your possession or control and shall certify to us that you have done so; and/or
- c. you shall not produce any further printed editions of the Products and shall certify to us that you have not done so.

9. Other important terms

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.

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.

These Terms express the entire agreement between us and you in respect of use of the Standards.

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.

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

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

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.

Without prejudice to the above 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 Standards.