

# Firm data web service

## Terms and Conditions

Last updated 1 July 2020

- 1.

This Database is owned and operated by the Solicitors Regulation Authority (SRA), whose principal place of business is at The Cube, 199 Wharfside Street, Birmingham B1 1RN.

- 2.

These terms and conditions (terms) set out your entitlement to make use of the Database and the Data contained within it. Please read the terms carefully before you agree to them by checking the box next to "I agree to the Terms of Use", you agree to accept the terms (in their entirety) and agree to abide by them. If you do not agree to the terms, please do not check the box next to "I agree to the Terms of Use" and do not access, or attempt to access, the Database and the Data contained within it.

### Definitions

"Subscription Key" means a unique alphanumeric reference that is required to access the Database.

"Data" means the following information in respect of the firms that we regulate:

- SRA number (for the firm and any offices)
- Office name
- Current licence (e.g. Recognised Body, Licensed Body etc.)
- Office type (e.g. head office or branch)
- Business type (law practice)
- Constitution type (e.g. LLP, partnership etc.)
- Practising address(es)
- Postal address(es)
- Business email address(es)
- Telephone number(s)
- Website addresses(es)
- Whether they are authorised
- Authorisation date
- Authorisation status date
- Whether they are freelance
- Regulator (SRA or another approved legal services regulator)
- Trading Name(s)



- Previous Name(s)
- Areas of law in which they practise
- The reserved activities they are authorised to undertake
- Company registration number
- Number of offices

References to "Data" are to the whole of the Data, or to part.

"Database" has the meaning given by section 3A(1) of the Copyright, Designs and Patents Act 1988 (as inserted by Regulation 6 of the Copyright and Rights in Databases Regulations 1997) and consists of the Data.

"Technical Document" means the technical specification of the Database and instructions for accessing it, including sample Data and working examples of methods to access live Data.

"We" means the SRA (referred to as "we", "our", "ours" or "us").

"You" means any business or employee, consultant or agent of/to any business (referred to as "you" or "your").

## **Governing Law**

- 3.

These terms are governed by and construed in accordance with the laws of England and Wales. Any dispute arising under the terms will be subject to the exclusive jurisdiction of the courts of England and Wales.

## **Conditions of use**

- 4.

These terms should also be read in conjunction with the Technical Document; our [Privacy Policy](https://rules.sra.org.uk/sra/how-we-work/privacy-data-information/privacy-notice/) [https://rules.sra.org.uk/sra/how-we-work/privacy-data-information/privacy-notice/], our [Acceptable Use Policy](https://rules.sra.org.uk/sra/how-we-work/terms-conditions-service/) [https://rules.sra.org.uk/sra/how-we-work/terms-conditions-service/]; and our [Cookie Policy](https://rules.sra.org.uk/home/cookies/) [https://rules.sra.org.uk/home/cookies/]. We may revise these policies at any time. You are expected to check them from time to time to take notice of any changes that we make, as they are legally binding on you.

## **Registration and provision of the Subscription Key**

- 5.

In order to access the Database (whether in whole or part), you must have obtained an Subscription Key which will be provided to



you following completion of the specified [registration form](https://sra-prod-apim.developer.azure-api.net/) [https://sra-prod-apim.developer.azure-api.net/]. We will store the information that you provide on the registration form, for more information how we handle personal data please refer to our [Privacy Policy](https://rules.sra.org.uk/sra/how-we-work/privacy-data-information/privacy-notice/) [https://rules.sra.org.uk/sra/how-we-work/privacy-data-information/privacy-notice/].

- 6.

You must provide your Subscription Key manually or programmatically on each occasion that you wish to access the Database.

- 7.

You must treat your Subscription Key as confidential and must not disclose it to any third party. If you know, or suspect, that anyone other than you knows your Subscription Key, or if you become aware of any misuse of the Data or any security breach that could compromise the security or integrity of the Data or of the Database, or otherwise adversely affect the SRA, you must promptly [notify us](https://rules.sra.org.uk/home/contact-us/) [https://rules.sra.org.uk/home/contact-us/].

- 8.

You must not access the Database other than by using your own Subscription Key.

- 9.

You can apply for more than one Subscription Key for your business.

- 10.

You must not apply for an Subscription Key for any third party.

- 11.

We have the right to disable your Subscription Key at any time, if in our reasonable opinion, you have failed to comply with any of these terms.

- 12.

We have the right to change your Subscription Key for security reasons.

- 13.

You agree to co-operate with our reasonable security investigations.

- 14.



You are not entitled to license, assign, transfer or novate your rights and/or obligations under these terms.

## **Provision of the Data**

- 15.

In addition to providing you with the Data, we will also provide you with a means to access the date and time of dataset production.

- 16.

The Database is made available to you free of charge.

- 17.

The Data will be provided to you in accordance with the provisions of the Technical Document.

- 18.

We may change:

- (i) the structure or presentation of the Data; and
- (ii) how the Data is accessed.

If we do any of those things, we will try to give you reasonable notice, but we reserve the right to make such changes without notice.

## **Conditions of accessing and/or using the Data**

- 19.

You agree to use the Data only for lawful purposes. In particular, you must not use the Data:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; or
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of solicitation.

- 20.

You are free to adapt the Data and/or exploit it commercially and non-commercially for example, by combining it with other information, or by including it in your own product or application.



- 21.

You are free to copy, publish, distribute or transmit the Data.

- 22.

You will not use the Data in any way that causes, or may cause, reputational damage to the SRA.

- 23.

You are responsible for ensuring that all persons who access the Database using your Subscription Key are aware of these terms and that they comply with them.

## **Usage limits**

- 24.

You are entitled, within a 24-hour period, to access the Data up to any maximum number of times set out in the Technical Document.

## **Attribution**

- 25.

Where you use the Data, you must acknowledge its source in your product or application by linking to [any attribution statement specified by us](https://rules.sra.org.uk/sra/how-we-work/privacy-data-information/data-sharing/attribution/) [<https://rules.sra.org.uk/sra/how-we-work/privacy-data-information/data-sharing/attribution/>].

## **Non-endorsement**

- 26.

We do not grant you any right to use the Data in a way that suggests any official status or that we endorse you or your use of the Data.

## **No warranties and limitation of liability**

- 27.

While we try to ensure the accuracy of the Data and keep it up to date, it is provided "as is".

- 28.

To the extent permitted by law, we expressly exclude all representations, warranties, obligations, liabilities and conditions,



and other terms which might otherwise be implied by statute, common law or the law of equity.

- 29.

Neither party excludes or limits liability to the other party for:

- (a) fraud or fraudulent misrepresentation; or
- (b) any matter in respect of which it would be unlawful for the parties to exclude liability.

- 30.

We are not liable for any errors or omissions in the Data. Subject to clause 29, we will not be liable (whether directly or indirectly, and regardless of whether reasonably foreseeable or we had been advised of the errors or omissions) for any damages arising in contract; tort (including for negligence and breach of statutory duty howsoever arising); misrepresentation (whether innocent or negligent); restitution; or otherwise from the use of, or inability to use, the Database or the Data contained in it, or from any actions or decision that you take as a result of accessing the Data and/or placing reliance on it. This includes, but is not limited to, loss of, or wasted:

- income or revenue;
- business;
- profits or contracts;
- anticipated savings;
- data;
- goodwill;
- tangible property; or
- management or office time.

- 31.

We do not guarantee the continued supply of the Data and will not be liable if, for any reason, the Data cannot be downloaded (whether in part or full) at any time or for any period.

- 32.

If we waive any rights available to us under these terms on one occasion, that does not mean that those rights will automatically be waived on any other occasion.

- 33.

Our omission to exercise any right under these terms will not constitute a waiver of any such right unless we accept that in writing.



## **Intellectual property rights**

- 34.

Except where stated to the contrary, any intellectual property rights in the Database or in the Data contained within it, whether existing at the time that you accept these terms or accrued subsequently, are owned by us. You may not exploit (for whatever purpose) any of those rights unless allowed under these terms or unless we provide prior written consent.

## **Virus protection**

- 35.

We make every effort to check and test material at all stages of production. However, you must take your own precautions to ensure that the process that you employ for accessing the Data does not expose you (or us) to the risks of viruses, malicious computer code or other forms of interference which may damage your own computer system (or ours).

- 36.

We will not accept any responsibility for any loss, disruption or damage to your data or your computer system that may occur as a result of accessing the Data. In particular, we will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may affect your computer equipment, computer programs, data or other proprietary material due to your accessing and/or using the Database/Data.

## **Suspension and termination**

- 37.

From time to time, and at our discretion, we may restrict access to the Database/Data.

- 38.

If you commit any material breach of any of these terms (which will be for us to determine), we may take such action as we consider appropriate. In particular, we may suspend, temporarily or permanently, your right to access and/or use the Database and/or Data.

- 39.



If you no longer wish to be subject to these terms (for whatever reason), please [notify us immediately](https://rules.sra.org.uk/home/contact-us/) [<https://rules.sra.org.uk/home/contact-us/>].

- 40.

Termination or suspension under these terms, for any reason, will not affect the accrued rights, remedies, obligations or liabilities of the parties existing at the suspension or termination.

## **Revisions to the terms**

- 41.

We may at any time revise these terms without notice. Please check them regularly as continued use of the Data after a change has been made is your acceptance of the change.