



# Access Law Clinic Terms and Conditions

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# Terms and Conditions

## 1. Scope of these terms

### 1.1 What these Terms and Conditions cover

- a) The Access Law Clinic Terms and Conditions ("terms") govern all use of the Access Law Clinic website [www.accesslaw.org.uk](http://www.accesslaw.org.uk) ("Website"), and all products and services available at or through the website. The website is owned and operated by Access Law Clinic.
- b) The terms tell you
  - i. About Access Law Clinic
  - ii. How Access Law Clinic provides services
  - iii. How you and Access Law Clinic may change or end the contract
  - iv. What to do if there is a problem
  - v. Other important information
- c) All rights not expressly granted within these terms are reserved
- d) The terms shall be governed by and construed in accordance with the law of England and Wales.

### 1.2 Why we strongly recommend that you read these terms

- a) The terms apply to all users of the products and services unless expressly stated otherwise
- b) You should read the terms carefully before using any of the products and services that Access Law Clinic offers.
- c) Failure to agree to these terms will prohibit use of the products and services offered by Access Law Clinic.
- d) If you think there is a mistake in these terms, please contact [info@accesslaw.org.uk](mailto:info@accesslaw.org.uk).

## 2. About Access Law Clinic

### 2.1 Who we are

- a) Access Law Clinic is an online law clinic providing Qualifying Work Experience (QWE) Review & Confirm Services, Legal Work Experience, and free pro bono legal advice.
  - i. **QWE Review & Confirm:** A service offering review and confirmation of your Qualifying Work Experience (QWE) for prospective solicitors.
  - ii. **Legal Work Experience:** Access Law Clinic offers the opportunity for those undertaking the Solicitors Qualifying Examination (SQE) route to become an online Law Clinic Associate and gain some of their qualifying work experience.
  - iii. **Free Pro-Bono Legal Advice:** Access to legal advice and support on a pro-bono basis.
- b) These products and services are subject to availability, and we reserve the right to modify, suspend, or terminate any products or services at any time without notice.

### 2.2 Contact details

- a) Our registered office and principal place of business is **7 Bell Yard, London, WC2A 2JR, United Kingdom.**
- b) Our phone number is (+44) (0)330 088 8496. We can also be contacted via our website [www.accesslaw.org.uk](http://www.accesslaw.org.uk) or by one of the following email addresses:
  - i. QWE Review & Confirm Services [qwe@accesslaw.org.uk](mailto:qwe@accesslaw.org.uk)
  - ii. All other enquiries [info@accesslaw.org.uk](mailto:info@accesslaw.org.uk)

### 3. QWE Review & Confirm Services

#### 3.1 Overview of Services

- a) Access Law Clinic offers comprehensive QWE Review & Confirm Services for individuals, firms, and organisations. Our experienced solicitors carefully review the work experience placement for the relevant period of QWE against the competencies that the Solicitors Regulation Authority (SRA) requires, with each case evaluated on its own merits. The services apply to both historical and current placements.
- b) The services include:
  - i. Free 30-minute QWE initial consultation
  - ii. Further consultation and advice
  - iii. Full QWE Review and Confirm service

#### 3.2 Free 30-minute QWE initial consultation

- a) To book the free consultation you must complete the form found on our website.
- b) The free 30-minute QWE initial consultation involves a video call with a QWE specialist to discuss your QWE experience to date, prospects and steps going forward. It is **not** an assessment of your QWE against the SRA criteria.

#### 3.3 QWE Further Consultation and Advice

- a) The QWE Further Consultation and Advice Service can be requested with or without the Free 30-minute QWE initial consultation.
  - i. **If you do not have an initial consultation:** the service can be selected via the form on our website.
  - ii. **If you do have a Free 30-minute QWE consultation:** You can request the QWE Further Consultation and Advice Service after the initial consultation by contacting your assigned QWE specialist.
- b) The fee includes:
  - i. A further 30-minute consultation with a QWE Specialist.
  - ii. Initial review of your current work experience.
  - iii. Review of suitability.
  - iv. Guidance on any required criteria.
  - v. Written summary of the assessment.
- c) You must ensure that all supporting documentation has been provided as required by Access Law Clinic before a consultation will be provided.

#### 3.4 Review and Confirm Service

- a) The Full QWE Review and Confirm service can be requested with or without the Free 30-minute QWE initial consultation.
  - i. **If you do not have an initial consultation:** the service can be selected via the form on our website.
  - ii. **If you do have a Free 30-minute QWE consultation:** You can request the Full QWE Review & Confirm Service after the initial consultation by contacting your assigned QWE specialist.
- b) You will be required to pay the fee stated on our website before the Full QWE Review and Confirm Service can commence.

**c)** In summary, the fee includes:

- i.** A full review of your submitted QWE training record by a QWE Specialist to check that the required elements of the record have been completed. Please note that is not a check on whether your work experience meets the criteria for QWE as this will be assessed by the solicitor following a call with your supervisor(s).
- ii.** Guidance on the qualifying criteria should any amendments or updates to the QWE training record be required.
- iii.** Coordination of the submission of an updated submitted QWE training record by you should amendments or updates be required following the review of your submitted QWE training recorded at point i.
- iv.** Identification and verification checks relating to you, your supervisor and placement location prior to the QWE review with your nominated supervisor.
- v.** A video conference call between Access Law Clinic's solicitor and your nominated supervisor to discuss the content of your work experience outlined in the QWE training record and complete additional verification checks.
- vi.** Written confirmation to you once QWE verification with your supervisor has been completed to advise whether Access Law Clinic's solicitor is able to approve the identified QWE in whole or in part.
- vii.** Coordination of the confirmation of the QWE by Access Law Clinic's solicitor following your mySRA submission.

**d)** Once making payment you will have 30 days to submit your QWE Training Record for review.

**e)** Once you have submitted your QWE Training Record for review, a QWE specialist will confirm within 14 days whether it is ready to submit to an Access Law Clinic solicitor, or if any amendments or updates are required.

**f)** If any amendments or updates are required to your QWE Training Record following the first review, you will have a further 30 days from the date it is returned, to resubmit. At this stage you will not be entitled to further feedback from a QWE specialist and your QWE Training Record will be sent as it is to an Access Law Clinic solicitor.

**g)** If you require an extension of time to submit your QWE Training Record for first review or on the second occasion, you must contact [qwe@accesslaw.org.uk](mailto:qwe@accesslaw.org.uk) before the 30 day period has ended. Extensions will only be granted in extenuating circumstances. It is your responsibility when making payment that you will be ready to submit your QWE Training Record. No refund will be payable in the event that you fail to submit your QWE Training Record within the required time period.

**h)** You must ensure that all supporting documentation has been provided as required by Access Law Clinic before a solicitor is assigned to your application.

**i)** Access Law Clinic will contact your supervisor(s) as outlined in your completed QWE Review and Confirm form. It is your responsibility to ensure that you provide accurate details of your supervisor(s) who can confirm that you completed legal activity throughout the period of your placement within the definition provided by Section 12 Legal Services Act 2007 and the time periods that you were completing this activity. Access Law Clinic will not be held liable for any loss of fees incurred due to incorrect supervisor details. If it is determined by Access Law Clinic's solicitor on speaking with your supervisor that they do not meet the criteria or did not supervise you for the full period of the work experience claimed, and it is necessary for an additional supervisor to be spoken with on a further conference call to confirm the QWE, then an additional placement fee will be payable by you for this service to be completed.

**j)** You must have the permission of your supervisor(s) before requesting the Full QWE Review and Confirm Service. If the supervisor does not agree to speak with Access Law Clinic's solicitors, we will not be able to complete the service. Access Law Clinic will not be held liable for any loss of fees incurred by you if the supervisor refuses to engage with Access Law Clinic.

**k)** Communication with you and separately your supervisor shall take place using Microsoft Teams. If you or your supervisor are unable to use Microsoft Teams, we will not be able to offer you our QWE services

- l)** All communication with Access Law Clinic must be in the English Language, if your supervisor requires an interpreter to be able to communicate with Access Law Clinic, it will be your responsibility to provide an interpreter at your expense. Access Law Clinic will require proof of their credentials and reserve the right to refuse use of the interpreter if we are not satisfied of their ability and/or their independence. We recommend that you confirm the details of the interpreter with Access Law Clinic prior to engaging our services as a refund will not be available in the event a suitable interpreter cannot be provided by you.
  - m)** The fee is not refundable in the event that your work experience is determined by our solicitor to not amount to QWE. Please note that the solicitor's determination is final and cannot be subject to review or appeal.

## **4. Legal Work Experience**

### **4.1 The Service**

- a)** Access Law Clinic offers the opportunity for those undertaking the Solicitors Qualifying Examination (SQE) route to become an online Law Clinic Associate (LCA) and gain some of their qualifying work experience.
- b)** LCAs will be expected to undertake voluntary work on a range of different legal cases and be able to provide supervised legal services to develop some or all of the Solicitors Regulation Authority (SRA) competences set out in the statement of solicitor competence.
- c)** All work undertaken by the LCA is voluntary and unpaid.

### **4.2 Eligibility**

- a)** Law Clinic Associate appointments are subject to the discretion of Access Law Clinic.
- b)** To be eligible as a Law Clinic Associate the following criteria must be met:
  - i.** Pass the SQE1 assessment or proof of SQE1 exemption or studying the SQE1 Full Prep through Law Training Centre (and approved by LTC)
  - ii.** Successful completion of the Law Training Centre Foundations to Law Clinic Practice course
  - iii.** Meet the SRA's character and suitability requirements.
  - iv.** Be available for fortnightly appointments with Access Law Clinic Head of Operations.
  - v.** Agreement to record all QWE completed with Access Law Clinic on a training record.
- c)** Before appointment as an LCA you will be required to:
  - i.** Provide valid photographic identification
  - ii.** Provide two education or character references
  - iii.** Complete a conflict check
- d)** Complete an induction with Access Law Clinic

### **4.3 Period of appointment as an LCA**

- a)** The maximum period of any appointment is 3 months.
- b)** There is no minimum number of hours of work guaranteed to an LCA during this period as all work is subject to demand.

## **5. Free Pro-Bono Legal Services**

### **5.1 The Service**

- a)** The service is operated fully online through telephone, written and video conferencing facilities
- b)** You must use the online request form on our website to request the service. Requests will not be accepted via email, live chat, telephone or any other communication.

- c) On submission of the online request form, you will find out within 14-days if your enquiry has been accepted.
- d) If accepted, your enquiry will be dealt with by a Law Clinic Associate (this is a volunteer studying towards becoming a solicitor). They will be overseen by a Supervising Practitioner (this is a qualified solicitor or other authorised person).
- e) You will receive a 15-minute free legal advice call. After this call, the file is closed.
- f) Access Law Clinic is unable to represent clients at courts, tribunals or any other venues. This restriction also applies to a client's request for someone from the Law Clinic to go along with them to any court related matter or hearing just to help them.

## 6. Fees and payments

### 6.1 Fees

- a) Our latest fees for each service are advertised on our website. We take all reasonable care to ensure that the price of the service advised to you is correct. Please contact [info@accesslaw.org.uk](mailto:info@accesslaw.org.uk) if you believe there is an error.
- b) The price quoted on our website for the **Full QWE Review and Confirm Service** is the price per placement. If you have multiple placements to be confirmed, this fee will be applicable for each placement.

### 6.2 Payment

- a) For any paid services provided, payment must be made in full before the service commences unless otherwise agreed.
- b) Payment can be made via bank transfer, credit/debit card, or PayPal.
- c) Access Law Clinic reserves the right to suspend or terminate services if payment is not received.

## 7. Refund Policy

### 7.1 Your right to end the contract

- a) You have the right to end the contract at any time, but the timing and circumstances will underpin whether you are due a refund.
- b) If you change your mind, you may request a refund within 14-days from the date of payment. The value of the refund will be determined by Access Law Clinic based on the progress of your application at that time. A maximum of 50% of the fees paid may be refunded unless exceptional circumstances apply. If at that time of the request for a refund Access Law Clinic's Solicitor has met with your supervisor there will be no refund available. If at the time of the request for a refund Access Law Clinic's solicitor has met with your supervisor, there will be no refund applicable.
- c) If you end the contract due to an issue with your conduct, you will not be entitled to a refund of any fees.
- d) If you wish to end the contract because you are dissatisfied with our service, please refer to our [Section 10. Feedback and Complaints](#).
- e) Refunds for pro-bono services are not applicable, as they are provided free of charge.
- f) All refund requests must be made by contacting [info@accesslaw.org.uk](mailto:info@accesslaw.org.uk) and each request will be reviewed on a case-by-case basis.

### 7.2 Our right to end the contract

- a) We may end the contract at any time by writing to you if:
  - i. You have not complied with our policies referred to in [Section 14. Terms, Policies and Procedures](#).

- ii. A disciplinary hearing has determined you are guilty of misconduct resulting in termination of the contract.
- iii. your behaviour breaches any of the guidelines set out in section 8
- iv. Access Law Clinic has reason to suspect that your behaviour or the behaviour of your supervisor does not adhere to SRA standards and regulations.

## 8. User Conduct

### 8.1 Your behaviour

- a) By using our services, you agree to adhere to the following conduct guidelines:
  - i. You will be respectful and professional in all communications with Access Law Clinic
  - ii. You will not use our services for any unlawful, harmful, or fraudulent activity.
  - iii. You will provide accurate, up-to-date, and complete information when requesting services.
  - iv. You will not interfere with or disrupt the operation of our services.
  - v. You will not engage in any conduct that could harm the reputation of Access Law Clinic or its services.

## 9. Data Privacy & GDPR Compliance

### 9.1 Use of your personal information

- a) We take your privacy seriously and are committed to complying with the General Data Protection Regulation (GDPR). Please see our Privacy Policy that outlines how we collect, use, and protect your personal data.
- b) By using our services, you consent to the collection and processing of your personal data as described in our Privacy Policy.
- c) If we need to contact you, we will do so through contact details you provided to us upon enquiring/ signing up to use of our products or services.
- d) If your personal details change during the course of your use of our services, please contact us with relevant evidence within five working days.
- e) We will only use your data for the purposes of providing services to you, and we will not share your data with third parties without your consent, except as required by law.
- f) You have the right to access, correct, delete, or restrict the processing of your personal data. If you have any concerns regarding your personal data, please contact [info@accesslaw.org.uk](mailto:info@accesslaw.org.uk).

## 10. Feedback and Complaints

### 10.1 Feedback

- a) Access Law Clinic actively seeks and encourages service users to share their views. If you have any feedback, please contact [info@accesslaw.org.uk](mailto:info@accesslaw.org.uk).
- b) From time to time, Access Law Clinic may request additional feedback via surveys or other mechanisms.

### 10.2 Complaints

- a) If you have any questions or complaints about the service you have received, please contact us as soon as possible by emailing [info@accesslaw.org.uk](mailto:info@accesslaw.org.uk).
- b) If you wish to make a formal complaint, please do so following our Compliments and Complaints Policy and Procedure.

## 11. Ownership and intellectual property

### 11.1 Intellectual property and copyright infringement

- a) All intellectual property rights (including copyright) in all materials belong to Access Law Clinic.
- b) Any Access Law Clinic or third-party intellectual property and all rights will remain (as between the parties) solely with Access Law Clinic.
- c) Access Law Clinic, its associated logo and all other trademarks, service marks, graphics and logos used in association with Access Law Clinic's website are trademarks of Access Law Clinic or its licensors. Other trademarks, service marks, graphics and logos used in connection with the website may be the trademarks of other third parties.
- d) Access Law Clinic will terminate its services with you if you are determined to be a repeat infringer of the copyrights or other intellectual property rights of Access Law Clinic or others.

### 11.2 Intellectual property rights of others

- a) As Access Law Clinic requests that others recognise its intellectual property rights, it shall recognise the intellectual property rights of others. If material located on or linked to by Access Law Clinic appears to violate copyright, you should notify Access Law Clinic as soon as possible.
- b) Access Law Clinic will respond to valid notifications by removing the infringing material or disabling all links to the offending material.

## 12. Limitation of Liability

### 12.1 Our responsibility

- a) Our liability for any claim arising out of or in connection with our services is limited to the amount paid for the specific service in question.
- b) We are not responsible for any indirect, incidental, or consequential damages arising from the use of our services.

## 13. Changes to our Services and these Terms

### 13.1 Change to our Services

- a) We reserve the right to update, modify or withdraw any of the services that we offer at any time, without notice.

### 13.2 Changes to these terms

- a) We reserve the right to update or modify these Terms at any time. Any changes will be posted on our website, and the revised Terms will be effective immediately upon posting. Please review these Terms periodically for any updates.

## 14. Terms, Policies and Procedures

### 14.1 Access Law Clinic's Terms and Conditions

- a) You must always comply with these terms.
- b) By using our services, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.

### 14.2 Access Law Clinic's Policies and Procedures

- a) You must always comply with Access Law Clinic's policies and procedures on:
  - i. Compliments and Complaints
  - ii. Privacy