



Solicitors Qualifying Examination – Terms and Conditions for Assessments

PART A – INTRODUCTION

1. Definitions

- 1.1 **Candidate** has the meaning set out in paragraph 2.5;
- 1.2 **Candidate Representative** has the meaning set out in paragraph 2.5;
- 1.3 **Contract** means the contract in place between the SRA and a Candidate pursuant to paragraph 3.4 or between the SRA and a Candidate Representative pursuant to paragraph 5.5 in respect the booking of an SQE assessment;
- 1.4 **Kaplan SQE** has the meaning set out in paragraph 2.3;
- 1.5 **SQE** has the meaning set out in paragraph 2.1;
- 1.6 **SQE Assessment Regulations** means the SQE assessment regulations described in paragraph 10.1;
- 1.7 **SQE Team** means the SQE Team as described at paragraph 2.4; and
- 1.8 **SRA** has the meaning set out in paragraph 2.2.

2. Information about the SRA and Kaplan SQE

- 2.1 These Terms and Conditions apply to all assessments which form part of the Solicitors Qualifying Examination (the “**SQE**”). Full details of all SQE assessments are available on the [SQE website](#).
- 2.2 The SQE assessments are provided by the Solicitors Regulation Authority Limited, a company limited by guarantee and registered in England and Wales (registration number 12608059) whose registered office at The Cube, 199 Wharfside Street, Birmingham, United Kingdom, B1 1RN (the “**SRA**”).

- 2.3 The SRA has subcontracted the delivery of the services to Kaplan SQE Limited as the approved assessment provider for the delivery of the SQE assessments and other related services, including the operation of the SQE Team. Kaplan SQE Limited is a company registered in England and Wales with registration number 11637771 and registered office at 179 – 191 Borough High Street, London SE1 1HR (“**Kaplan SQE**”).
- 2.4 The SQE Team is responsible for organising and managing the SQE assessments, including the booking process and general queries in relation to assessments, reasonable adjustments, appeals and complaints.
- 2.5 Bookings of the SQE assessments may be made by an individual intending to sit an assessment (a “**Candidate**”) or by a training provider, employer or other person or entity booking on behalf of a Candidate or Candidates (a “**Candidate Representative**”).
- 2.6 If you are a Candidate, please ensure that you read the following sections of these Terms and Conditions: Part A – Introduction, Part B – Terms and conditions which apply to Candidates, Part D – Fees and Cancellation and Part E – General Terms. If you are a Candidate Representative, please ensure that you read these Terms and Conditions in full.

PART B – TERMS AND CONDITIONS WHICH APPLY TO CANDIDATES

3. Booking an assessment

- 3.1 If you are booking an assessment as a Candidate, the terms and conditions set out in this Part B apply.
- 3.2 A Candidate may book an assessment through the candidate account which is available on the [SQE website](#). Further details regarding the booking process, including how to set up a candidate account is also available on the [SQE website](#).
- 3.3 Where a Candidate submits a booking for an assessment, the Candidate is agreeing to these Terms and Conditions. An email will be sent to the Candidate to confirm when an assessment has been booked. The booking confirmation email will set out the date, time and venue of the assessment. A copy of these Terms and Conditions and the SQE Assessment Regulations will be included in the booking confirmation email. A separate payment confirmation e-mail will be sent to the Candidate confirming the fee paid.
- 3.4 Once the Candidate has received confirmation in writing that a booking has been made, a contract based on these Terms and Conditions comes into existence between the Candidate and the SRA. The Candidate may not assign this contract or transfer their booking to another Candidate.

4. Data protection

- 4.1 The SRA is the “data controller” responsible for the safe and appropriate use of the data you provide. The SRA’s contract for services with Kaplan SQE includes suitable provisions to ensure Kaplan SQE processes personal data in accordance with our requirements and those prescribed by data protection laws.
- 4.2 As a Candidate, Kaplan SQE collects and processes your personal data submitted in connection with the SQE so that they can process your application, payment and provide examination and assessment services on behalf of the SRA.
- 4.3 A Candidate has certain data subject rights, such as the right to rectification, right to erasure, right to object or to restrict processing and the right of access. In some cases, exemptions disapply a Candidate's rights and the obligations which the SRA has towards Candidates. For a full explanation of how the SRA handles a Candidate's personal data and how a Candidate can exercise data subject rights please see the [privacy notice](#).

PART C – TERMS AND CONDITIONS WHICH APPLY TO CANDIDATE REPRESENTATIVES

5. Booking an assessment

- 5.1 If you are booking an assessment on behalf of a Candidate(s) as a Candidate Representative, the terms and conditions set out in this Part C apply.
- 5.2 A Candidate Representative may book an assessment for a Candidate(s) by contacting the SQE Team by telephone on the telephone number stated at paragraph 16.1. Further details regarding the booking process for Candidate Representatives is available on the [SQE website](#).
- 5.3 Where a Candidate Representative submits a booking for an assessment on behalf of Candidate(s), the Candidate Representative agrees that it will inform each Candidate (on whose behalf it is booking an assessment) about the requirements of Candidates set out in these Terms and Conditions and the Candidate Representative must provide a copy of these Terms and Conditions to each Candidate (on whose behalf it is booking an assessment) prior to making the booking. The Candidate Representative must obtain confirmation from each Candidate that they have read and agree to the terms and conditions which apply to Candidates under these Terms and Conditions. Please refer to paragraph 2.6 which outlines the terms and conditions which applies to Candidates - in particular, any Candidate sitting an assessment is bound by the SQE Assessment Regulations, as further explained in paragraph 10.1 below.

- 5.4 Where a Candidate Representative submits a booking for an assessment, both the Candidate Representative and the Candidate(s) (on whose behalf the Candidate Representative has made a booking) are agreeing to these Terms and Conditions. An email will be sent to the Candidate Representative and the relevant Candidate(s) to confirm when an assessment has been booked. The booking confirmation email to the Candidate will set out the date, time and venue of the assessment. The booking confirmation e-mail to the Candidate Representative will confirm the number of seats booked. A separate payment confirmation e-mail will be sent to the Candidate Representative confirming the fee paid by the Candidate Representative for the assessment. A copy of these Terms and Conditions and the SQE Assessment Regulations will be included in the booking confirmation emails.
- 5.5 Once the Candidate Representative and the relevant Candidate(s) have received confirmation in writing that a booking has been made, a contract based on these Terms and Conditions comes into existence between the Candidate Representative, the Candidate(s) and the SRA. Neither the Candidate Representative nor the Candidate may assign this contract or transfer the booking to another Candidate Representative or to another Candidate.

6. Data protection

- 6.1 The parties acknowledge that the Candidate Representative is a controller of any Candidate personal data it discloses to the SRA, and that SRA will process the Candidate personal data as a separate and independent controller for the purposes of performing the services under the Contract. In no event will the SRA or the Candidate Representative process the Candidate personal data as joint controllers.
- 6.2 The SRA and the Candidate Representative will be individually and separately responsible for complying with the obligations that apply to it as a controller under applicable data protection law.
- 6.3 The Candidate Representative will ensure the Candidate receives a copy of, or is made aware of, the SRA's [privacy notice](#).

PART D – FEES AND CANCELLATION

7. Assessment fees

- 7.1 Full details of the fees payable for each assessment and other charges referred to in these Terms and Conditions are available on the [SQE website](#). Fees paid to book an assessment are payable to the SRA. The SRA has authorised Kaplan SQE to collect payments on its behalf.

- 7.2 Fees paid to book an assessment must be paid in Pounds Sterling (£) at the time of the booking. Places on an assessment are secured only when payment has been received in full and all conditions of payment have been complied with.
- 7.3 Bookings can be made using pre-paid vouchers. The pre-paid vouchers will contain a unique code and the unique code can be used by Candidates or Candidate Representatives (as the case may be) to book a specific assessment. Assessments purchased using pre-paid vouchers are subject to these Terms and Conditions. Separate terms and conditions apply to the purchase of vouchers. Details on how to purchase vouchers and the terms and conditions for the purchase of vouchers can be found on the [SQE website](#).
- 7.4 In the event a booking is made for a Candidate to re-sit any assessment, the fees payable are those applicable for that assessment as stated on the SQE website at the time of booking the re-sit. Fees may differ from the amount paid for the original assessment.
- 7.5 Further fees may be payable in the event a Candidate or a Candidate Representative requests a clerical check for errors in the calculation or collation of marks or, in accordance with the Appeals Policy referred to at paragraph 16.2 below, appeals the outcome of an assessment. Whichever party requests the clerical check or makes an appeal is responsible for paying the associated fees unless otherwise agreed by the parties in writing. Further information on clerical checks and appeals can be found on the [SQE website](#).
- 7.6 Assessment fees are non-refundable, whether in full or in part, except under the circumstances specified in paragraphs 8, 9 and 13 below. This applies irrespective of whether the Candidate attends the assessment.

8. Cancellation within 14 days of a booking: the “cooling off” period

- 8.1 Candidates and Candidate Representatives have 14 days after the date of a booking confirmation of any SQE assessment to cancel the relevant booking and receive a full refund. In order to exercise the cancellation right, Candidates or Candidate Representatives can either:
- (a) use the Model Cancellation Form (a copy of which is attached to these Terms and Conditions at the Schedule 1); or
 - (b) contact the SQE Team in writing using the contact details found at paragraph 16.1, and providing the following information:
 - (i) booking confirmation date;
 - (ii) booking reference;
 - (iii) assessment time;

- (iv) date and venue:
- (v) the name and address of the Candidate Representative or Candidate who made the booking (and if the booking was made by a Candidate Representative, the names of the Candidate(s) whose booking is being cancelled); and
- (vi) setting out that the Candidate Representative or Candidate is exercising its right to cancel **during** the 14 day "cooling-off period".

For the avoidance of doubt, bookings made by Candidates may only be cancelled by Candidates and bookings made by Candidate Representatives may be cancelled by Candidate Representatives or Candidates.

- 8.2 Where a Candidate or Candidate Representative is exercising its "cooling off" right to cancel under paragraph 8.1 above, the SRA will make the refund within fourteen (14) days of Candidate or Candidate Representative informing the SRA in accordance with paragraph 8.1 above. Refunds will be made to the original payor using the same means of payment as initially used to pay the SRA (unless this is not possible, in which case the SRA will use a suitable alternate means). Refunds of amounts purchased as voucher(s) will be refunded as cash.

9. Other cancellation rights and cancellation charges: after the "cooling off" period

- 9.1 Candidates or Candidate Representatives who wish to cancel an assessment booking after the end of the 14 day "cooling-off period" referred to in paragraph 8 above, may do so by using the Model Cancellation Form (a copy of which is attached to these Terms and Conditions at the Schedule 1) or by notifying the SQE Team in writing using details at paragraph 16.1, including:

- (a) booking confirmation date;
- (b) booking reference;
- (c) assessment time;
- (d) date and venue;
- (e) the name and address of the Candidate Representative or Candidate who made the booking (and if the booking was made by a Candidate Representative, the names of the Candidates whose booking is being cancelled); and
- (f) setting out that the Candidate Representative or Candidate is exercising its right to cancel **after** the 14 day "cooling-off period".

For the avoidance of doubt, bookings made by Candidates may only be cancelled by Candidates and bookings made by Candidate Representatives may be cancelled by Candidate Representatives or Candidates. In the event that a Candidate cancels a booking made by a Candidate Representative, the Candidate

Representative is liable for the cancellation charges set out in this paragraph 9. In the event that a Candidate cancels a booking made through redeeming vouchers purchased by a Candidate Representative, the Candidate Representative is (pursuant to the terms and conditions for voucher purchase) liable for the cancellation charges set out in this paragraph 9.

- 9.2 If the cancellation is made in accordance with paragraph 9.1 above, a refund of the assessment fees paid will be issued to the Candidate or Candidate Representative within fourteen (14) days less any cancellation charge, as detailed below in paragraphs 9.3 - 9.5. Refunds will be made to the original payor using the same means of payment as initially used to pay the SRA (unless this is not possible, in which case the SRA will use a suitable alternate means). Refunds of amounts purchased as voucher(s) will be refunded as cash.
- 9.3 The applicable cancellation charges are set out below in paragraphs 9.4 and 9.5 and such charges shall in each case be deducted from the refund amount.
- 9.4 **This paragraph 9.4 applies to SQE1 assessments only.** In the event of cancellation of these assessments by a Candidate or Candidate Representative after the 14 day "cooling-off period", the cancellation charges set out below will apply. The relevant booking deadlines referred to below in this paragraph are displayed on the [SQE website](#) and scheduled exam start times are contained in the confirmation emails issued upon booking.
- (a) In the event of cancellation prior to the booking deadline, a cancellation charge of £30 applies in respect of each assessment which is cancelled.
 - (b) In the event of cancellation after the time specified in paragraph 9.4(a) above but more than 48 hours prior to the scheduled assessment start time, a cancellation charge equal to 75% of the assessment fee applies.
 - (c) In the event of cancellation at or less than 48 hours prior to the scheduled assessment start time or in the event of non-attendance, a cancellation charge equal to the assessment fee will apply.
- 9.5 **This paragraph 9.5 applies to SQE2 assessments only.** In the event of cancellation of these assessments by a Candidate or Candidate Representative, the following cancellation charges will apply. The relevant booking deadline and the first day of each assessment window referred to below in this paragraph are displayed on the SQE website.
- (a) In the event of cancellation prior to the booking deadline for the relevant assessment window, a cancellation charge of £250 applies.
 - (b) In the event of cancellation after the time specified in 9.5(a) but more than 14 days before the first day of the relevant assessment window, a cancellation charge of 75% of the assessment fee applies.

- (c) In the event of cancellation at or less than 14 days before the first day of the relevant assessment window, or in the event of non-attendance a cancellation charge equal to the assessment fee will apply.
- 9.6 In the event that the SRA cancels the Contract for any reason (except as specified in paragraph 14.1), through no fault of the Candidate or Candidate Representative, the Candidate or Candidate Representative (whoever made the booking and payment) shall be entitled to receive a full refund of the assessment fees paid by the Candidate or Candidate Representative (as relevant).
- 9.7 The SRA may at any time propose an amendment to the Contract or to an assessment booking however if this amendment is not accepted by the Candidate or Candidate Representative then the Candidate or Candidate Representative shall be entitled to receive a full refund of the assessment fees paid by the Candidate or Candidate representative (as relevant). This clause does not apply to any changes made to the Assessment Regulations or associated policies including the SQE Mitigating Circumstances Policy.
- 9.8 The cancellation charges set out in this paragraph 9 are still applicable in the event that the Candidate or Candidate Representative is cancelling an assessment due to the Candidate having an exemption from sitting the assessment, unless the grounds for the exemption arose after the booking was made.
- 9.9 In no circumstances will a refund of any fees be made to a Candidate or Candidate Representative after the Candidate has sat the relevant assessment unless mitigating circumstances are found to apply in accordance with the procedure set out in paragraph 13.1 below in which case a refund of all or part of the fee for the assessment may be authorised by the SRA in accordance with the SQE Mitigating Circumstances Policy depending on the circumstances of the claim.

PART E – GENERAL TERMS

10. SQE Assessment Regulations and other requirements

- 10.1 By sitting an SQE assessment, a Candidate agrees to be bound by the SQE Assessment Regulations in force at the time of sitting an assessment. The Assessment Regulations can be found on the [SQE website](#). If the Assessment Regulations are amended after the date a Candidate or Candidate Representative has booked an assessment but prior to the assessment sitting then the amended version shall be provided to the Candidate. The SQE Assessment Regulations set out terms applicable to all assessments including, but not limited to, attempts, exemptions, reasonable adjustments, mitigating circumstances, malpractice and improper conduct and appeals.
- 10.2 **This paragraph 10.2 applies to all SQE assessments.** This paragraph 10.2 sets out certain requirements, which a Candidate must fulfil prior to sitting any SQE assessment. Unless mitigating circumstances are found to apply in accordance with

paragraph 13 below, in the event a Candidate fails to adhere to any of the following requirements, the Candidate may be excluded from the assessment and the assessment fees paid by either the Candidate or the Candidate Representative for that Candidate will be forfeited and not refunded:

- (a) the Candidate must arrive at the relevant test centre prior to or at the required time specified in the joining instructions;
- (b) the Candidate must agree to the (i) "Fit to Sit Policy" and "Fit to Sit Declaration"; (ii) "Candidate Confidentiality Policy" and "Confidentiality Agreement" and (iii) SQE Assessment Regulations ("**Pre-assessment Documents**"). Where a Candidate is undertaking a computer-based assessment, the Candidate must agree to the Pre-assessment Documents by accepting an electronic confirmation form. Where a Candidate is undertaking an oral or paper-based assessment, the Candidate must verbally agree to the Pre-assessment Documents and agree in writing by signing a confirmation form (unless a Candidate's health condition prevents this in which case alternative arrangements will be made). The Pre-Assessment Documents are available for review at any time in advance of an assessment sitting on the [SQE website](#); and
- (c) the Candidate must bring to the relevant test centre the required forms of identification. Information about the required forms of identification for an assessment are available on the [SQE website](#).

10.3 **This paragraph 10.3 applies to SQE1 and SQE2 written assessments only.** In addition to the requirements set out above at paragraph 10.2, a Candidate must in respect of these assessments provide an electronic signature and agree to have a photograph taken when requested to do so prior to sitting the assessment in order to demonstrate attendance. Unless mitigating circumstances are found to apply in accordance with paragraph 13 below, in the event the Candidate fails to adhere to these requirements, the Candidate may be excluded from the assessment and any assessment fees paid by the Candidate or the Candidate Representative in respect of that Candidate will be forfeited and not refunded.

11. Requesting a change of assessment venue

If a Candidate or Candidate Representative wishes to request a change of assessment venue or date for any SQE assessment, the Candidate or Candidate Representative should contact the SQE Team at the contact details stated at paragraph 16.1 no later than the booking deadline of the assessment. Such requests are subject to availability and at the discretion of the SQE Team. It will not be possible to change venue or date if such request is received after the booking deadline. The relevant booking deadlines referred to in this paragraph are displayed on the [SQE website](#).

12. Reasonable adjustments

- 12.1 If a Candidate believes that they are entitled to any reasonable adjustments in connection with an assessment, the Candidate must submit an application to the SQE Team together with supporting evidence prior to the booking deadline for the relevant assessment.
- 12.2 Further information on how a Candidate should submit an application for reasonable adjustments and how such an application will be handled is set out in the SQE Assessment Regulations and the SQE Reasonable Adjustments Policy found on the [SQE website](#).
- 12.3 The SQE Team will only accept applications for reasonable adjustments from Candidates directly and will not discuss such applications with Candidate Representatives. Where a booking has been made by a Candidate Representative on behalf of a Candidate, the relevant Candidate will have to submit the application for reasonable adjustment to the SQE Team.

13. Mitigating circumstances

- 13.1 Any Candidate wishing to make a claim for mitigating circumstances (as defined in paragraph 12 of the Assessment Regulations) should do so in accordance with the SQE Mitigating Circumstances Policy which is found on the [SQE website](#).
- 13.2 Any Candidate who fails to attend all of the assessments which the Candidate or a Candidate Representative has booked within an assessment window cannot make a claim for mitigating circumstances. In the event of such non-attendance by a Candidate for any reason, the cancellation charges specified at paragraph 9.4(c) or 9.5(c) above (as relevant) shall apply.
- 13.3 For the avoidance of doubt, a candidate who fails to attend all booked assessments within an assessment window will not be considered to have attempted the relevant assessment.

14. Events beyond the control of the SRA or Kaplan SQE

- 14.1 The SRA will not be liable in cases where the SRA or SQE Team are unable to fulfil any services in connection with a SQE assessment due to fire, natural disaster, act of government, terrorist attack, failure of utility service or any other reason which is beyond its reasonable control, save that, the Candidate or Candidate Representative (whoever made the booking and payment) shall be entitled to select an alternate assessment date or opt to receive a full refund of the assessment fees paid by the Candidate or Candidate Representative (as relevant).
- 14.2 Candidates will be notified of any cancellation by the SRA in accordance with paragraph 14.1 above, by e-mail.

15. Liability and performance issues

- 15.1 The SRA does not exclude or limit in any way its liability to either Candidates or Candidate Representatives where it would be unlawful to do so. This includes liability for death or personal injury caused by the SRA's negligence or the negligence of its employees, agents or subcontractors or for fraud or fraudulent misrepresentation.
- 15.2 Subject to paragraphs 15.3 and 15.4, where the SRA fails to comply with any of these Terms and Conditions, save where paragraph 14.1 applies, the SRA is responsible for loss or damage the Candidate or Candidate Representative suffers that is a reasonably foreseeable result of the SRA's breach or failure to use reasonable care and skill in providing the services. The SRA is not responsible for any loss or damage that is not reasonably foreseeable. Loss or damage is reasonably foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both the SRA and the Candidate or Candidate Representative (as the case may be) knew it might happen.
- 15.3 Subject to paragraph 15.4 and except where paragraph 9.6 above applies, the SRA's liability under these Terms and Conditions is limited to the amount of fees paid by the Candidate or Candidate Representative (as the case may be) for the relevant assessment
- 15.4 Save as specifically provided for in these Terms and Conditions, the SRA excludes liability to the fullest extent permitted by law.

16. Miscellaneous

- 16.1 A Candidate or Candidate Representative may contact the SQE Team regarding general queries or complaints by telephoning 0203 486 3080 or in writing to enquiries@sqe.sra.org.uk or Kaplan SQE, Spring House, 40-44 Holloway Road, London N7 8JL.
- 16.2 If a Candidate wishes to make an appeal concerning the outcome of an assessment, they should refer to the SQE Appeals Policy available on the [SQE website](#).
- 16.3 When the word "in writing" is used in these Terms and Conditions, this includes by email.
- 16.4 No other person shall have any rights to enforce any of these Terms and Conditions.
- 16.5 If a court finds part of this Contract illegal, the rest of the contract will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

- 16.6 If the SRA delays enforcing this Contract against a Candidate or Candidate Representative, it can still enforce it later.
- 16.7 These Terms and Conditions are governed by English law and the courts of England and Wales have exclusive jurisdiction in respect of any proceedings.

SCHEDULE 1

MODEL CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To the SRA c/o enquiries@sqa.sra.org.uk or Kaplan SQE, Spring House, 40-44 Holloway Road,
London N7 8JL

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following
service – SQE Assessment on [INSERT DATE, TIME & VENUE],

Ordered on [*],

Name of Candidate / Candidate Representative,

E-mail Address of Candidate / Candidate Representative

Signature of Candidate / Candidate Representative

Date

[*] Delete as appropriate

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