

**Sparqa Limited**  
**Referral Service Terms**

Last updated: 22 August 2019

**1. About the Referral Service**

- 1.1 The website Sparqa Legal ([www.sparqa.com](http://www.sparqa.com)) (the **Site**) is operated by Sparqa Limited (**Sparqa, us or we**), a company incorporated in England and Wales under company number 10199587. Our registered office is at Lower Ground Floor, 17-21 Emerald Street, London, WC1N 3QN.
- 1.2 Users of the Site (**you**) can access a service (the **Referral Service**) enabling you to request referral to selected English barristers' chambers (**Participating Chambers**) for the purpose of receiving legal services and advice directly from a practising barrister (a **Participating Barrister**).
- 1.3 We do not provide any advice, legal or otherwise, through either the Site or the Referral Service. We have set up the Referral Service for the sole purpose, where you want legal advice, of introducing you to Participating Chambers to discuss whether a Participating Barrister may be able to help you.
- 1.4 These Terms set out important provisions relating to the Referral Service and our liability in respect thereof. By using the Referral Service, you agree to be bound by these Terms.

**2. Participating Chambers and Participating Barristers**

- 2.1 The list of Participating Chambers is available [here](#) (the **Participating Chambers List**). We select Participating Chambers at our sole discretion and may alter the list of Participating Chambers at any time without notice.
- 2.2 Participating Barristers are members of Participating Chambers. Participating Barristers are required to comply with certain professional rules prescribed by the Bar Standards Board for England and Wales relating to, among other things, the provision of legal services directly to members of the public.

**3. Our role**

- 3.1 If you wish to use the Referral Service, you will be required to complete a Referral Form accessible through the Site (see clause 4).
- 3.2 Once you have submitted a Referral Form, we will send the information provided in the Referral Form to a Participating Chambers. It is the Participating Chambers' sole responsibility to review this information and make contact with you following referral and, if the Participating Chambers is able to offer you the services of a Participating Barrister in relation to the Matter, to take steps to put a Participating Barrister in contact with you.

3.3 As part of the referral process, the decision as to whether to refer your matter to a Participating Chambers, and the choice of Participating Chambers, are at our sole discretion. We shall not be liable to you in any way for the referral process, and any decision to instruct a Participating Barrister is entirely at your discretion and for your own risk.

3.4 By using the Referral Service you agree that:

3.4.1 we do not give legal or other advice through the Referral Service, the Site or in any other way and therefore we owe no duty of care to you, and have no obligation or liability to you, in relation to any advice you receive as a result of using the Referral Service; and

3.4.2 we have no responsibility for, or liability to you in relation to, your choice to instruct a Participating Barrister through the Referral Service or whether or not a suitable Participating Barrister is available for you.

#### **4. Your obligations**

4.1 In order to use the Referral Service, you will be required to provide certain information by way of an online referral form accessible through the Site (the **Referral Form**). This includes:

4.1.1 the contact details associated with your Sparqa account, including your first name, last name and email address;

4.1.2 the name of your business (and company number, if any), its industry sector and number of employees;

4.1.3 certain information regarding the matter(s) in relation to which you are requesting referral to a Participating Chambers (the **Matter**) for the purpose of potentially instructing a Participating Barrister (an **Instruction**);

4.1.4 the name of the person who will be the point of contact in the business in relation to the Matter and any Instruction, and their contact email address or telephone number;

4.1.5 confirmation that you wish to use the Referral Service, subject to the Terms of Service, in order to be referred to a Participating Chambers for the purpose of potentially making an Instruction.

4.2 When providing information through the Referral Form (or otherwise through the Site), you shall not:

4.2.1 provide information that is inaccurate or misleading (including by omission);

4.2.2 breach any obligations of confidentiality to which you are subject;

4.2.3 request any assistance or advice from Sparqa in relation to the Matter or the Instruction (other than facilitating the referral of the Matter to one or more Participating Chambers);

4.2.4 request referral to a Participating Chambers in respect of any claim or action against Sparqa or its affiliates; or

- 4.2.5 act in breach of any law or regulation or any requirement of any legal or regulatory authority.
- 4.3 In order to formalise an Instruction, you will be required to agree to terms of service with the relevant Participating Barrister. We are not responsible for assisting you with any terms of service or your engagement of a barrister.
- 5. Data protection**
- 5.1 For the purposes of this clause 5, **Data Protection Legislation** shall mean the General Data Protection Regulation (EU) (2016/679/EU) and all other applicable national privacy legislation.
- 5.2 You shall comply with the Data Protection Legislation in relation to any personal data that you supply to us in a Referral Form or otherwise in connection with the Referral Service, including the personal data of any other person (**Supplied Personal Data**).
- 5.3 We will process Supplied Personal Data in accordance with these Terms and our [Privacy Policy](#) and you agree that we are permitted to send Supplied Personal Data to Participating Chambers (as set out in the Participating Chambers List) for the purpose of providing the Referral Service to you. Each Participating Chambers will process Supplied Personal Data in accordance with its data protection policy or privacy policy as published on its website from time to time.
- 6. Our liability**
- 6.1 Nothing in these Terms excludes or limits liability for (i) death or personal injury resulting from negligence, (ii) fraud or fraudulent misrepresentation, or (iii) any other liability that cannot be excluded or limited under applicable law.
- 6.2 In this clause 6, **Relevant Losses** means any and all liabilities, losses, damages, claims, demands, judgments, penalties, costs and expenses (including reasonable legal fees) howsoever arising, whether in contract, tort (including negligence), breach of statutory duty, or otherwise.
- 6.3 In consideration for Sparqa agreeing to provide the Referral Service, you agree that to the maximum extent permitted by law, we will not be liable to you for any Relevant Losses arising out of or in connection with your use of the Referral Service or any resulting Instruction or advice. You acknowledge and agree that the complete exclusion of Sparqa's liability set out in this clause 6.3 is reasonable and necessary because Sparqa is offering the Referral Service to a large number of users of the Site and would not be able to do so on a sustainable commercial basis were it to assume liability in respect of the Referral Service to such users.
- 6.4 We are not responsible for, nor shall we be liable to you in relation to:
- 6.4.1 any and all Relevant Losses you incur as a result of any failure to meet any court, regulatory or other deadline resulting from your use of the Referral Service, howsoever arising;
- 6.4.2 the terms of service you agree with a Participating Barrister in respect of an Instruction;

- 6.4.3 any legal services or advice you receive from a Participating Barrister (whether as part of an Instruction or otherwise);
- 6.4.4 any legal costs or disbursements you incur as a result of an Instruction (or otherwise);  
or
- 6.4.5 any Relevant Losses you suffer or incur as a result of legal services or advice you receive from a Participating Barrister.

## **7. General**

- 7.1 These Terms apply to your access to and use of the Referral Service and are supplementary to our [Terms of Use](#) and [Privacy Policy](#), which apply generally to your access to and use of the Site.
- 7.2 If there is any conflict or inconsistency between any provision of these Terms and any provision of the Terms of Use or Privacy Policy, these terms shall prevail to the extent of the conflict or inconsistency.
- 7.3 These Terms, and any dispute or claim arising out of or in connection with them (including any dispute or claim relating to non-contractual obligations), shall be governed by, and construed in accordance with, English law.
- 7.4 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms (including any non-contractual disputes or claims).

## **8. Contact us**

If you have any questions about these Terms or the Referral Service, please contact us at [info@sparqa.com](mailto:info@sparqa.com) or on +44 (0) 20 3912 0619.