



LAA Online Portal Terms of Use

1. INTRODUCTION

- 1.1 The below terms (the "**Terms**") apply to you when you use the online portal available at www.justice.gov.uk/legal-aid (the "Online Portal"). The Online Portal is a single point of log in for multiple online applications for Legal Aid. A full list of applications can be found under the "[List of Services](#)" section of the Online Portal.
- 1.2 The Legal Aid Agency is an Executive Agency of the Ministry of Justice through which the Lord Chancellor acts to administer Legal Aid. Our head office is at 102 Petty France, London SW1H 9AJ.
- 1.3 These Terms govern your use of the Online Portal, therefore please read these Terms carefully and do not use the Online Portal if you do not agree with them.

2. DEFINITIONS

2.1 References in these Terms to:

- 2.1.1 "**Approved Representative**" means (i) any employee of the Authorising Organisation; or (ii) any person, firm or company approved by an Authorising Organisation to supply services to an Authorising Organisation in accordance with the Standard Terms and with authority from the Authorising Organisation to accept the Terms on behalf of the Authorising Organisation;
- 2.1.2 "**Authorised Person**" means as defined in the Legal Services Act 2007;
- 2.1.3 "**Authorised Signatory**" means an Approved Representative of the Authorising Organisation (i) with authority from the Authorising Organisation to execute contracts with us for and on

behalf of the Authorising Organisation; and (ii) who meets our additional contract signatory requirements as set out in the CWA 'contract acceptance' screens;

- 2.1.4 "**Authorising Organisation**" means an organisation who has signed the Standard Terms (as defined below) or any other organisation who has written authority from us to use the online portal in accordance with the Terms;
- 2.1.5 "**Claims**" means a claim for payment for work which you have submitted to us in respect of the work you have performed for an individual who has been assessed (by a competent person or body) as a person for whom, under the Legal Aid Legislation, work may be performed;
- 2.1.6 "**Controller**" means, where Personal Data is being processed for Law Enforcement Purposes, as it is defined in the LED; and in all other circumstances, as defined in GDPR;
- 2.1.7 "**CWA**" means the application within the Online Portal known as 'Contracted Work & Administration' which, in addition to other functions, provides contract documents for view and, where applicable, offers of contracts for acceptance;
- 2.1.8 "**Data Loss Event**" means any event that results, or may result, in unauthorised access to Personal Data held by you, and/or actual or potential loss and/or destruction of Personal Data in breach of these Terms, including any Personal Data Breach;
- 2.1.9 "**Data Protection Legislation**" the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2011 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner and any generally accepted code of good practice;
- 2.1.10 "**Data Security Requirements**" means our data security requirements (which can be located on our website) as may be amended by us from time to time;
- 2.1.11 "**Data Subject**" means as specified in the GDPR;
- 2.1.12 "**GDPR**" means the General Data Protection Regulation (Regulation (EU) 2016/679);

2.1.13 “**Exempt Person**” means as defined in the Legal Services Act 2007;

2.1.14 “**Instructed Counsel**” means:

(i) a practising barrister;

(ii) an Authorised Person or an Exempt Person who is permitted to exercise a 'right of audience' as defined by the provisions of the Legal Services Act 2007 ("Authorised Advocate(s)") who is instructed by an Authorising Organisation; and/or

(iii) any person, firm or company approved by such practising barristers or Authorised Advocates (including any employees of such practising barristers or Authorised Advocates) to supply services to them and with authority from such practising barristers or Authorised Advocates to accept the Terms on behalf of such practising barristers or Authorised Advocates;

2.1.15 “**LAA Data**” means:

(a) the data on the Online Portal (including drawings, diagrams, images or sounds (together with any database made up of any of these which is embodied in any electronic, magnetic optical or tangible media)) which:

i. are supplied to you by us or on our behalf;

ii. you are required to Process in performance of your contract with us;

(b) any Personal Data for which we are the Controller but not including the Shared Data;

2.1.16 “**Law Enforcement Purposes**” means as it is defined in the Data Protection Act 2018;

2.1.17 “**LED**” means the Law Enforcement Directive (Directive (EU) 2016/680);

2.1.18 “**Legal Aid Legislation**” means the Legal Aid, Sentencing Punishment of Offenders Act 2012 and statutory instruments made under that Act which are relevant to the Standard Terms;

2.1.19 “**Personal Data**” means as defined in the GDPR;

2.1.20 “**Personal Data Breach**” means as it is defined in the GDPR;

2.1.21 “**Process**” means as defined in the GDPR and “Processed” and “Processing” shall be construed accordingly;

2.1.22 **“Processor”** means, where Personal Data is being Processed for Law Enforcement Purposes, as it is defined in the LED; and in all other circumstances, as it is defined in the GDPR;

2.1.23 **“Protective Measures”** means the appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

2.1.24 **“Shared Data”** means data (including Personal Data) on the Online Portal for which you are the Controller, either alone or jointly with us;

2.1.25 **“Standard Terms”** means the 2010 Standard Civil Contract, 2010 Standard Crime Contract, 2013 CLA Contract, any 2013 Standard Civil Contract, 2017 Standard Crime Contract, 2018 CLA Contract, 2018 Standard Civil Contract available at: www.justice.gov.uk/legal-aid/contracts-and-tenders or any other contract, as applicable, entered into between us and an Authorising Organisation for the provision of legal aid services, as each such contract is amended and updated from time to time and for the avoidance of doubt Instructed Counsel shall be bound by the most recent version of the relevant Standard Terms where and to the extent that an obligation within these Terms makes reference to the Standard Terms;

2.1.26 **“we”, “us”, “our”** means the Lord Chancellor acting through the Legal Aid Agency; and

2.1.27 **“you”, “your”** refers to (unless expressly indicated otherwise) you as an Approved Representative, whom the Authorising Organisation has authorised to use the Online Portal, or an Instructed Counsel (as relevant).

3. AUTHORISING ORGANISATION AND INSTRUCTED COUNSEL

3.1 In order to use the Online Portal, you must be either (i) an Approved Representative; or (ii) an Instructed Counsel.

3.2 The Authorising Organisation shall ensure that any Approved Representative to whom it provides or facilitates access to the Online Portal complies with these Terms and the applicable provisions in the Standard Terms.

- 3.3 To the extent you are an Authorised Representative or an Instructed Counsel, you shall comply with these Terms when using the Online Portal.

4. LICENCE TO USE THE ONLINE PORTAL

- 4.1 To the extent you are an Approved Representative and subject to section 14, we grant you a non-exclusive, non-transferable and revocable licence to use the Online Portal in accordance with the purposes set out in the Standard Terms.
- 4.2 To the extent you are an Instructed Counsel and subject to section 14, we grant you a non-exclusive, non-transferable and revocable licence to use the Online Portal for the purpose of assisting us to fulfil our statutory obligations under Part 1 of the Legal Aid, Sentencing Punishment of Offenders Act 2012 relating to the Legal Aid scheme.

Guidance Note: For further information on how to log on and use the Online Portal, see our Logging In and Resetting Your Password guide available here: www.justice.gov.uk/legal-aid/submit-claim/cwa-online-claims

5. INFORMATION ON ONLINE PORTAL AND CONTRACT ACCEPTANCE

- 5.1 You acknowledge that any information and other materials posted on the Online Portal are not intended to amount to advice on which reliance should be placed.
- 5.2 You acknowledge that:
- 5.2.1 we may use the 'contract acceptance' facility in CWA as the sole means by which we make you an offer of a contract following a procurement exercise;
 - 5.2.2 we may require any acceptance of an offer of a contract by you to be made through the Online Portal, subject to the further requirements of the 'contract acceptance' screens of CWA; and
 - 5.2.3 you are responsible for any unauthorised, or fraudulent response to any offer of a contract made through the Online Portal that is submitted using an Approved Representative User's username and password as a result of a breach by you of your obligations under section 8.

6. AVAILABILITY OF ONLINE PORTAL

- 6.1 We will use our reasonable endeavours to ensure access to the Online Portal but we will not be liable to you if for any reason the Online Portal is unavailable at any time or for any period.

6.2 We reserve the right to withdraw or amend the Online Portal or the services we provide through the Online Portal without notice. From time to time, we may:

6.2.1 restrict access to some or all of the Online Portal; and

6.2.2 make changes to the Online Portal and any material on it.

7. INFORMATION SUBMITTED THROUGH THE ONLINE PORTAL

7.1 To the extent you are an Authorising Organisation, you shall ensure that:

7.1.1 Your Approved Representatives submit Claims, information and requests through the Online Portal in accordance with the Standard Terms;

7.1.2 Your Approved Representatives do not make the same submission in paper form and electronically through the Online Portal unless authorised to do so by us; and

7.1.3 Your Approved Representatives and Instructed Counsel submit only true, accurate and reasonable Claims.

7.2 You acknowledge that any breach of section 7.1.3 is a material breach of these Terms and the Standard Terms by you.

7.3 Where, as part of an online application for criminal Legal Aid, we ask you to obtain a declaration from your Client to verify the application, we will require you to retain a copy of the original declaration and Client signature on your file. We may request the original signed declaration at any time during or after the proceedings to which the application relates but no later than six years from the date the proceedings conclude.

7.4 Where we have made a contract offer to you through the Online Portal, you acknowledge that you are responsible for reviewing all the contract documents comprising the offer prior to your acceptance. Where you wish to accept any such offer, you are responsible for ensuring that your Authorised Signatory accepts the offer in accordance with the further requirements set out in the CWA 'contract acceptance' screens including, but not limited to, any deadline imposed on you for acceptance of the offer.

7.5 To the extent you are an Instructed Counsel, you shall:

7.5.1 submit Claims, information and requests through the Online Portal in accordance with these Terms;

7.5.2 not make the same submission in paper form and electronically through the Online Portal unless authorised to do so by us; and

7.5.3 submit only true, accurate and reasonable Claims.

7.6 to the extent you are an instructed counsel, you acknowledge that any breach of section 7.5.3 is a material breach of these terms by you.

7.7 We will use the information you provide via the Online Portal to administer your Claims and submissions in accordance with the Legal Aid Legislation, and the Standard Terms where appropriate.

8. DATA PROTECTION

8.1 You shall comply with:

8.1.1 any notification requirements under the Data Protection Legislation;

8.1.2 all obligations imposed on you by the Data Protection Legislation whilst Processing data on the Online Portal; and

8.1.3 clause 16 (Data protection) of the Standard Terms.

8.2 Any inconsistency between this section 8 and clause 16 (Data protection) of the Standard Terms shall be resolved in favour of clause 16 (Data protection) of the Standard Terms.

8.3 Without prejudice to the general obligations at section 8.1 above, in relation to the Data on the Online Portal, you shall:

8.3.1 comply with the obligations of the Processor when Processing any LAA Data or Shared Data for which we are responsible as Controller;

8.3.2 comply with the obligations of the Controller, to the extent that you are either Controller alone or jointly with us, of any Shared Data;

8.3.3 ensure that you do not Process the LAA Data or Shared Data except as necessary for the performance by you of your obligations under the Standard Terms or as otherwise expressly authorised by us in writing;

8.3.4 to the extent that you are Instructed Counsel, ensure that you do not Process the LAA Data or Shared Data except as necessary for the performance by you of your instructions;

8.3.5 ensure that Protective Measures (including but not limited to compliance with the Data Security Requirements and with any such measures specified in the Standard Terms) are in place to protect against a Data Loss Event, having taken into account of the nature of the data to be protected, the harm that might result

from a Data Loss Event, the state of technological development and the cost of implementing any measures;

8.3.6 provide us with such information, co-operation and assistance as we may reasonably require, including, without limitation, in order either to be satisfied that you are complying with your obligations contained in, or in order to comply with any obligations imposed on us by virtue of, the Data Protection Legislation;

8.3.7 promptly notify us of any Data Loss Event or of any breach of the Protective Measures required to be put in place pursuant to this section 8;

8.3.8 ensure you do not knowingly or negligently do or omit to do anything which places us in breach of our obligations under the Data Protection Legislation.

8.4 In the event of a Data Loss Event or if LAA Data or Shared Data is corrupted, lost or degraded by you, whether knowingly or otherwise, so as to be unusable, we may at our sole discretion:

8.4.1 require you (at your reasonable expense) to restore or procure the restoration of LAA Data or Shared Data in accordance with our requirements; and / or

8.4.2 restore or procure the restoration of LAA Data or Shared Data ourselves and require you to reimburse any reasonable expenses incurred in accordance with our requirements.

8.5 The Authorised Organisation shall defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses, fines administrative penalties and costs (including without limitation court costs and reasonable legal fees) arising from a breach of any obligations set out in this section 8 or any of your obligations under the Data Protection Legislation.

8.6 The provisions of this section 8 shall apply for as long as you continue to have a valid licence to use the Online Portal under section 4, and shall continue to apply for a period of six years following termination (howsoever caused) of your licence.

9. USERS AND PASSWORDS

9.1 There are different types of users with different access rights. A description of each user is at www.justice.gov.uk/legal-aid/submit-claim/cwa-online-claims

9.2 Where we provide you with administrator rights to access the Online Portal, as an Authorising Organisation, in relation to the Approved Representatives, and as an Instructed Counsel, in relation to any persons

or organisations to whom you arrange access to the Online Portal, you shall ensure that they:

- 9.2.1 understand their obligations under these Terms;
- 9.2.2 understand the nature and scope of their permissions and do not exceed such permissions; and
- 9.2.3 are prevented from accessing the Online Portal once they cease to be authorised by the Authorising Organisation or Instructed Counsel to access the Online Portal.

9.3 If you are provided with a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential and you must not disclose it to any third party. We have the right to disable or change any username or password, whether chosen by you or allocated by us, at any time if in our opinion you have failed to comply with any of the provisions of these Terms or we feel it is necessary to safeguard security of the Online Portal.

9.4 You are responsible for making all arrangements necessary for you to have access to the Online Portal.

9.5 If you have more than one set of usernames and passwords provided to you by different Authorising Organisations or Instructed Counsel (as applicable) then you shall only use each username and password in accordance with the permissions and purposes authorised by the issuing Authorising Organisation.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 We are the owner or the licensee of all intellectual property rights in the Online Portal, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

10.2 You may print extracts from the contents of the Online Portal only in so far as it is necessary for you to do so to use the service provided by the Online Portal, provided that you do not alter, amend or delete any intellectual property rights, notices or marks. Reproduction of all or part of the Online Portal or contents of the Online Portal in any form is prohibited for any other purpose. None of the contents of the Online Portal may be copied or otherwise incorporated into or stored in any other electronic system, publication or other work in any form (whether hard copy, electronic or other) other than as set out in this section 10.

10.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way.

10.4 If you print off, copy or download any part of the Online Portal in breach of these Terms, you must, at our option, return or destroy any copies of any materials from the Online Portal that you have made and we shall have the right to take action in accordance with section 14.

11. PROHIBITED USES

11.1 You may not use the Online Portal:

11.1.1 in any way that breaches any applicable local, national or international law or regulation;

11.1.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; or

11.1.3 to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

11.2 You also agree:

11.2.1 not to reproduce, duplicate copy or re-sell any part of the Online Portal in contravention of the provisions of these Terms;

11.2.2 not to access without authority, interfere with, damage or disrupt:

(a) any part of the Online Portal;

(b) any equipment or network on which the Online Portal is stored;

(c) any software and/or database used in the provision of the Online Portal;

(d) any equipment or network or software owned or used by any third party; or

(e) other users' accounts or information; and

11.2.3 not to attack the Online Portal via a denial-of-service attack or a distributed denial-of-service attack.

11.3 By breaching this section 11, you may commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity. In the event of such a breach, your right to use the Online Portal will cease immediately.

12. LINKING TO THE ONLINE PORTAL

- 12.1 You may link to the Online Portal home page <https://lsconline.legalservices.gov.uk>, provided you do so (i) only for internal purposes and not on any external or public website or other media channel and (ii) in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 12.2 The Online Portal must not be framed on any website other than our website (www.justice.gov.uk/legal-aid) nor may you create a link to any part of the Online Portal other than the Online Portal home page. We reserve the right to withdraw linking permission without notice and without giving reasons for such withdrawal.

13. LINKS FROM THE ONLINE PORTAL

- 13.1 Where the Online Portal contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

14. SUSPENSION AND TERMINATION

- 14.1 We may revoke the licence granted to you in section 4 and terminate these Terms with immediate effect (we will usually notify you in writing of this) if you breach these Terms.
- 14.2 We will determine, in our discretion, whether there has been a breach of these Terms by you. When a breach of these Terms has occurred, we may take such action as we deem appropriate.
- 14.3 Failure to comply with these Terms may result in our taking all or any of the following actions:
- 14.3.1 immediate, temporary or permanent withdrawal of your right to use the Online Portal;
 - 14.3.2 immediate, temporary or permanent removal of any material uploaded by you to the Online Portal;
 - 14.3.3 issue of a warning to you;

- 14.3.4 issue legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
 - 14.3.5 further legal action against you; and
 - 14.3.6 disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- 14.4 We exclude liability for our actions taken in response to breaches of these Terms. The responses described in these Terms are not limited, and we may take any other action we reasonably deem appropriate.

15. LIABILITY

- 15.1 In accordance with the Terms, the Authorising Organisation shall be responsible for the acts or omissions of the Approved Representatives, and in respect of section 7.1.3, Instructed Counsel. The Authorised Organisation shall defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of the acts or omissions of the Approved Representatives and in respect of section 7.1.3, the acts or omissions of the Instructed Counsel.
- 15.2 To the extent permitted by law, the Online Portal is provided without any guarantee, conditions or warranties as to its availability, accuracy or fitness for purpose.
- 15.3 To the extent permitted by law, we expressly exclude all and any liability to you in respect of all or any claims arising out of or in connection with these Terms and your use of the Online Portal (including without limitation as a result of, negligence or any other tort (including without limitation negligence), under statute or otherwise).
- 15.4 To the extent permitted by law, we exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- 15.5 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Online Portal or to your downloading of any content on it, or on any website linked to it.

16. CHANGES TO THESE TERMS

- 16.1 We may amend these Terms from time to time and we will notify you of this on our website. Such changes are effective from the date they are

notified. Your continued use of the Online Portal after such date shows your acceptance of such changes.

17. INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

17.1 **Your information:** We collect and process your personal data (such as your contact details and, to the extent it constitutes personal data, your IP address) in accordance with these Terms. By using the Online Portal, you consent to such processing in accordance with the Terms.

17.2 **Cookies:** We may use information obtained about you from cookies (files which are sent to us by your computer or other access device) which we can access when you visit the Online Portal in future. The cookies store small pieces of information about our users, such as names and email addresses. There are different kinds of cookies with different functions:

17.2.1 **Session cookies:** these are only stored on your computer during your web session. They are automatically deleted when the browser is closed. They usually store an anonymous session ID allowing you to browse a website without having to log in to each page. They do not collect any information from your computer.

17.2.2 **Persistent cookies:** a persistent cookie is one stored as a file on your computer, and it remains there when you close your web browser. The cookie can be read by the website that created it when you visit that website again. We do not use persistent cookies other than for Google Analytics (please see section 17.3 on Google Analytics).

17.3 **Google Analytics:** The Online Portal uses Google Analytics, a web analytics service provided by Google, Inc. ("**Google**"). Google Analytics uses cookies to help analyse how the Online Portal is being used. The information generated by the cookie about your use of the Online Portal (including your IP address) will be transmitted to and stored by Google on servers in the U.S. Google will use this information for the purpose of evaluating your use of the Online Portal, compiling reports on Online Portal activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. By using the Online Portal you consent to the processing of your personal data about you by Google in the manner and for the purposes set out above.

17.4 **Deleting cookies:** If you want to delete any cookies that are already on your computer, please refer to the instructions for your file management software to locate the file or directory that stores cookies. If you want to stop cookies being stored on your computer in future, please refer to your browser manufacturer's instructions by clicking "Help" in your browser menu. Further information on deleting or controlling cookies is available

at www.AboutCookies.org. Please note that by deleting our cookies or disabling future cookies you may not be able to access certain areas or features of the Online Portal.

18. JURISDICTION AND APPLICABLE LAW

- 18.1 These Terms and any disputes or claims arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England and Wales.
- 18.2 We both irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims).

19. CONTACT US

- 19.1 If you wish to contact us you can call us on the Online Support Number 020 3334 6664 or email us at: online-support@legalaid.gsi.gov.uk or write to us at: The Legal Aid Agency, 102 Petty France, London, SW1H 9AJ.

Thank you for visiting our Online Portal.