

Table of Amendments to the 2018 Civil Legal Advice Standard Terms; 2018 Civil Legal Advice (Discrimination) Standard Terms; 2018 Civil Legal Advice (Education) Standard Terms, Civil Legal Advice Discrimination (as amended) Standard Terms (1 December 2020)

The tables below set out the forthcoming changes to the 2018 Civil Legal Advice Contract, the 2018 Civil Legal Advice Discrimination Contract and the 2018 Civil Legal Aid Education Contract to support the United Kingdom’s exit from the European Union on the 31 December 2020. These amendments will come into force on the 1 January 2021.

| 2018 Civil Legal Advice Standard Terms; 2018 Civil Legal Advice (Discrimination) Standard Terms; 2018 Civil Legal Advice (Education) Standard Terms, 2018 Civil Legal Advice Discrimination (as amended) Standard Terms | | |
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| Paragraph Number | Current Provision | Amendment |
| Interpretations | “ <i>Controller</i> ” means, where Personal Data is being processed for Law Enforcement Purposes, as it is defined in the LEDS; and in all other circumstances, as it is defined in GDPR; | “ <i>Controller</i> ” 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 Data Protection Act 2018 and Relevant General Data Protection Regulations GDPR ; |
| | “ <i>Data Protection Legislation</i> ” means the Data Protection Act 2018, THE LED, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Privacy and Electronic Communications Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011 and all applicable laws, regulations, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) relating to the protection of individuals with regards to the processing of personal data and privacy to which a party is subject, including the GDPR on and from 25 May 2018, the date upon which the GDPR applies (as set out in Article 99 (Entry into force and application) of the GDPR) and including where applicable the guidance and codes of practice issued by the UK’s Information Commissioner’s Office and any generally accepted code of good practice; | Data Protection Legislation” means the Data Protection Act 2018, Relevant General Data Protection Regulations , THE LED , the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Privacy and Electronic Communications Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011 and all applicable laws, regulations, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) relating to the protection of individuals with regards to the processing of personal data and privacy to which a party is subject, including the GDPR on and from 25 May 2018, the date upon which the GDPR applies (as set out in Article 99 (Entry into force and application) of the GDPR) and including where applicable the guidance and codes of practice issued by the UK’s Information Commissioner’s Office and any generally accepted code of good practice; |

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| | “Data Protection Impact Assessment” means as specified in GDPR; | “Data Protection Impact Assessment” means as specified in the GDPR -Data Protection Act 2018 and Relevant General Data Protection Regulations. |
| | “Data Subject” means as specified in the GDPR; | “Data Subject” means as specified in the GDPR Data Protection Act 2018 and Relevant General Data Protection Regulations. |
| | “GDPR” means the General Data Protection Regulation (EU) 2016/679 | “GDPR” means the Relevant General Data Protection Regulations (Regulation (EU) 2016/679) |
| | “Joint Controllers” means as it is defined in the GDPR; | “Joint Controllers” means as it is defined in the GDPR Data Protection Act 2018 and Relevant General Data Protection Regulations. |
| | “Personal Data” means as it is defined in the GDPR; | “Personal Data” means as it is defined in the Data Protection Act 2018 and Relevant General Data Protection Regulations GDPR |
| | “Personal Data Breach” means as it is defined in the GDPR; | “Personal Data Breach” means as it is defined in the Data Protection Act 2018 and Relevant General Data Protection Regulations GDPR |
| | “Processing” means as it is defined in the GDPR and “Processed” and “Process” shall be construed accordingly; | “Processing” means as it is defined in the Data Protection Act 2018 and Relevant General Data Protection Regulations GDPR and “Processed” and “Process” shall be construed accordingly |
| | “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; | “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 Data Protection Act 2018 and Relevant General Data Protection Regulations GDPR ; |
| | New Clause added in at 1.5 | Unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended, re-enacted or otherwise given effect on or after 11pm on 31 January 2020. |
| 13.4 (Amending the Contract to take account of other | 13.4 We may also make such amendments to the Contract as we consider necessary in the circumstances: (a) to comply with, or take account of, any U.K. legislation or any EU legislation having direct effect; | We may also make such amendments to the Contract as we consider necessary in the circumstances: (a) to comply with, or take account of, any U.K. legislation or any EU legislation having direct effect ; |

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| <p>legislative changes)</p> | <p>(b) as a result of any decision of a U.K. court or tribunal, or a decision of the European Court of Human Rights or of the European Court of Justice or any other institution of the European Union;</p> <p>(c) to comply with the requirements of any regulatory body or tax or similar authority.</p> | <p>(b) as a result of any decision of a U.K. court or tribunal, or a decision of the European Court of Human Rights or of the European Court of Justice or any other institution of the European Union;</p> <p>(c) to comply with the requirements of any regulatory body or tax or similar authority.</p> |
| <p>16.7 (Yours and our Data Protection Legislation obligations)</p> | <p>16.7 You will not transfer the LAA Data or Shared Data outside of the European Economic Union unless you have obtained our express prior written approval and meet the following conditions:</p> <p>(a) you have provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the GDPR or Article 37 of the LED) as determined by LAA;</p> <p>(b) the Data Subject has enforceable rights and effective legal remedies;</p> <p>(c) you comply with your obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if you are not so bound, use your best endeavours to assist us in meeting our obligations); and</p> <p>(d) you comply with any reasonable instructions stipulated as a condition of giving our approval.</p> | <p>You will not transfer the LAA Data or Shared Data outside of the European Union unless you have obtained our express prior written approval and meet the following conditions:</p> <p>(a) you have provided appropriate safeguards in relation to the transfer (whether in accordance with the Data Protection Act 2018 and Relevant General Data Protection Regulations-Article 46 of the GDPR or Article 37 of the LED) as determined by LAA;</p> <p>(b) the Data Subject has enforceable rights and effective legal remedies;</p> <p>(c) you comply with your obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if you are not so bound, use your best endeavours to assist us in meeting our obligations); and</p> <p>(d) you comply with any reasonable instructions stipulated as a condition of giving our approval.</p> |
| <p>16.15 (Yours and our Data Protection Legislation obligations)</p> | <p>16.15 Where you are Processing LAA Data, you will:</p> <p>(a) Process such LAA Data only in accordance with written instructions from us (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by us to you during the Contract Period);</p> | <p>Where you are Processing LAA Data, you will:</p> <p>(a) Process such LAA Data only in accordance with written instructions from us (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by us to you during the Contract Period);</p> <p>(b) implement such technical and organisational measures as are required to enable you to Process such LAA Data in compliance with the Data Protection</p> |

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| | <p>(b) implement such technical and organisational measures as are required to enable you to Process such LAA Data in compliance with the Data Protection Legislation and to protect such LAA Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures will be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the LAA Data and having regard to the nature of the LAA Data which is to be protected and shall meet the requirements of the Data Protection Legislation (including the remuneration of Article 32 (Security of Processing) of the GDPR.</p> | <p>Legislation and to protect such LAA Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures will be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the LAA Data and having regard to the nature of the LAA Data which is to be protected and shall meet the requirements of the Data Protection Legislation (including the remuneration of Article 32 (Security of Processing) of the GDPR)</p> |
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| 2018 Civil Legal Advice Contract Specification, 2018 Civil Legal Advice (Discrimination) Specification; 2018 Civil Legal Advice (Education) Specification; the 2018 Civil Legal Advice Discrimination (as amended) Specification | | |
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| Paragraph Number | Current Provision | Amendment |
| Para 1.1 Interpretation Section of the 2018 Civil Legal Advice Contract Specification; 2018 Civil Legal Advice (Discrimination) Specification; 2018 Civil Legal Advice (Education) Specification, Civil Legal Advice Discrimination | <p><i>“Cross-Border Case”</i> means a case in respect of which civil legal services are required to be provided under Council Directive 2003/8/EC and as further set out in paragraph 41 of Part 1 of Schedule 1 to Legal Aid, Sentencing and Punishing of Offenders Act 2012;</p> | <p><i>“Cross-Border Case”</i> means a case in respect of which civil legal services are required to be provided under Council Directive 2003/8/EC and as further set out in paragraph 41 of Part 1 of Schedule 1 to Legal Aid, Sentencing and Punishing of Offenders Act 2012 or a case transmitted to the Legal Aid Agency in accordance with the European Agreement on the Transmission of Applications for Legal Aid (the “Strasbourg Agreement”) as ratified by the United Kingdom on 17 January 1978;</p> |

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| <p>(as amended) Specification</p> | | |
| <p>Annex 1: Para 5.8 (Acceptance of Applications other than in person) of the 2018 Civil Legal Advice Contract Specification; 2018 Civil Legal Advice (Discrimination) Specification; 2018 Civil Legal Advice (Education) Specification, Civil Legal Advice Discrimination (as amended) Specification</p> | <p>5.8. Applications by post may not be accepted where the Client is resident outside the European Union and:</p> <p>(a) such residence is purely temporary and the Client can without serious disadvantage delay the application until they have returned to the European Union, or</p> <p>(b) the services could be applied for on the same matter by a person resident in the European Union, or</p> <p>(c) it is otherwise unreasonable to accept the application.</p> | <p>Applications by post may not be accepted where the Client is resident outside the European Union U.K. and:</p> <p>(a) such residence is purely temporary and the Client can without serious disadvantage delay the application until they have returned to the European Union U.K., or</p> <p>(b) the services could be applied for on the same matter by a person resident in the European Union U.K., or</p> <p>(c) it is otherwise unreasonable to accept the application.</p> |