

GDPR requirements for data processors and controllers

The following constitutes additions and variations to Farnworth Shaw Solicitors Limited standard terms of business and service plan in place between us to allow us to be compliant with the requirements of GDPR which comes into effect on the 25th May 2018.

DEFINITIONS:

“Agreement” means the agreement between you (the client) and Farnworth Shaw Solicitors Limited.

“Data Protection Legislation” means:

1. The Data Protection Act 1998;
2. The Data Protection Directive 95/46/EC;
3. The Electronic Communications Data Protection Directive 2002/58/EC;
4. The Privacy and Electronic Communications (*EC Directive) Regulations 2003;
5. The Regulation of Investigatory Powers Act 2016 and its successor legislation The Investigatory Powers Act 2016
6. The Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699)
7. The Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011;
8. And all applicable laws which replace the above, including the General Data Protection Regulations (GDPR), together with all other applicable laws relating to processing or personal data and privacy that may exist in any relevant jurisdiction, including, where applicable the guidance and codes of practice issued by the regulatory body responsible for privacy and data protection.

“Personal Data” means as set out in the Data Protection Act 1998 and includes the personal data relating to all our clients and contacts. With effect from 25th May 2018 it has the meaning as set out in the GDPR which is any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Sensitive Personal Data” has the meaning given in the Data Protection Act 1998 and shall be considered to be any data that falls into one of the “special categories of Personal Data” upon commencement of the GDPR.

“GDPR” means the General Data Protection Regulation (EU) 2016/679 as in force from time to time as transposed into domestic legislation and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing GDPR.

- 1.1 During the term of the Agreement and after termination or expiration of this Agreement for any reason whatsoever, Farnworth Shaw Solicitors Limited shall comply with all Data Protection Legislation.
- 1.2 In its performance of the Agreement, Farnworth Shaw Solicitors Limited shall at all times:
 - 1.2.1 Process Personal Data only on documented instructions from the client except where authorised to do so under the current and subsequent litigation
 - 1.2.2 Only process Personal Data in the European Economic Area and shall not transfer, transmit or otherwise store Personal Data outside of the European Economic Area without fully complying with Articles 44-49 of the GDPR;
 - 1.2.3 To ensure that persons authorised to process Personal Data have committed themselves to confidentially in respect of personal Data on terms no less onerous than those set out in the Agreement
 - 1.2.4 Take all measures required relating to data security. For the avoidance of doubt this may include (but is not limited to):
 - (a) The pseudonymisation and encryption of Personal Data

- (b) Redundancy and back up facilities
- (c) Regular security testing and
- (d) On-going reviews of security measures

1.2.5 Not to appoint a sub-contractor to process Personal Data without:

- (a) a general written authorisation set out in clause 1.9 from the client that Farnworth Shaw Solicitors Limited may approach such sub-contractors
- (b) imposing contractual data protection obligations on such sub-contractor that are no less onerous than those set out in this document

1.2.6 At the choice of the client, delete or return all Personal Data to the client after the end of the provision of matter subject to Farnworth Shaw Solicitors Limited right to retain any such Personal Data in order to comply with its legal obligations and in accordance with our professional rules and regulations concerning the retention of files and information

1.2.7 To make available to the client all information reasonably necessary to demonstrate compliance with the obligations laid down in this clause and contribute to audits, including inspections, conducted by the client or another auditor mandated by the client (including any regulatory bodies or accreditation bodies)

1.2.8 In the event of any Personal Data breach which required notification under GDPR to the relevant regulatory body or the data subject as defined in GDPR (howsoever caused), Farnworth Shaw Solicitors Limited shall, after becoming aware of it, notify the client of such Personal Data breach. Farnworth Shaw Solicitors Limited shall ensure that any notice they give to the client under this clause shall (where such information is known at the time and is available)

1.3.1 describe the nature of the Personal Data breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned

1.3.2 communicate the name and contact details of Farnworth Shaw Solicitors Limited data protection office or other contact point where more information can be obtained

1.3.3 describe the likely consequences of the Personal Data breach

1.3.4 describe the measures taken or proposed to be taken by Farnworth Shaw Solicitors Limited to address the personal data breach including, where appropriate, measures to mitigate its possible adverse effects;

1.3 Farnworth Shaw Solicitors Limited and its representative shall maintain a record of all categories of data processing activities it carries out on behalf of the client, containing:

1.4.1 the name and contact details of Farnworth Shaw Solicitors Limited, any sub-contractors processing data on Farnworth Shaw Solicitors Limited behalf, the client (on whose behalf Farnworth Shaw Solicitors Limited is acting) and where applicable the clients and/or Farnworth Shaw Solicitors Limited representative and the data protection officer

1.4.2 the categories of processing carried out on behalf of the client

1.4.3 where applicable, transfers of Personal Data to a third country or an international organisation including the identification of that third country or international organisation and where applicable under Data Protection legislation, the documentation of suitable safeguards

1.4.4 where possible a general description of the technical and organisational security measures that have been taken

- 1.5 The client accepts that Farnworth Shaw Solicitors Limited may disclose Personal Data and Sensitive Personal Data to any providers of services under this Agreement
- 1.6 The client warrants and represents that they have given their consent to the transfer of their Personal Data and Sensitive Personal Data by Farnworth Shaw Solicitors Limited to third party providers of services
- 1.7 The client acknowledges and hereby provides a general written authorisation that Farnworth Shaw Solicitors Limited has the right to sub-contract the provision of Services to suitably qualified sub-contractors/third parties
- 1.8 Subject to clause 1.8 neither party shall assign or transfer or purport to assign or transfer any of its rights or obligations under the Agreement without prior written consent of the other party