



## GOUGH SQUARE CHAMBERS

and

[PUPIL]

## PUPILLAGE CONTRACT

### 1. INTRODUCTION

- 1.1. This is a contract between Gough Square Chambers (“Chambers”) and [Pupil] (“You”) covering a 12 month funded Pupillage commencing in October 2023 (“the Pupillage”).
- 1.2. Chambers is an Authorised Education and Training Organisation authorised by the Bar Standards Board (the “BSB”) to provide Pupillage training.
- 1.3. With effect from 1 May 2020 it is a mandatory requirement of the BSB that a written Pupillage agreement should be signed by Chambers and pupils upon commencement of Pupillage. This is that agreement.
- 1.4. This agreement contains the key terms of your Pupillage that are required by the BSB to be included in the agreement, including the duties of Chambers.

1.5. Those duties are derived from a number of documents produced by the BSB which are cross-referenced in this agreement; namely

- The BSB Handbook, Part 4 (Bar Qualification Rules: 8 pages);
- The Authorisation Framework (7 December 2018, 26 pages);
- The Bar Qualification Manual:  
<https://www.barstandardsboard.org.uk/training-qualification/bar-qualification-manual.html>;
- The Professional Statement for Barristers (September 2016, 36 pages); and
- The Pupillage Funding Rules (BSB Handbook Rules C113- C118).

1.6. These documents (as updated from time to time) supplement this agreement and you are expected to familiarise yourself with them. In the event of any conflict between the terms of this agreement and the rules in the BSB Handbook, the latter shall prevail.

1.7. A list of the written policies which Chambers is required by the BSB to provide to pupils upon commencement of Pupillage is set out in Appendix 1 to this agreement. Copies will be provided to you upon the commencement of your Pupillage. Particular attention should be paid to Chambers' Pupillage Policy which is currently available on Chambers' website (and is also available on request). The Pupillage Policy provides further detail of some of the matters addressed in this agreement as well as other practical information relevant to the operation of Chambers and your Pupillage: we encourage you to read it.

1.8. Your Training Programme is set out at Appendix 2 to this agreement.

1.9. As Chambers is not a legal entity, this Pupillage agreement will be entered in

to by the Head of Pupillage on behalf of Chambers. All subsequent references in this agreement to "Chambers" shall be deemed to include a reference to the Head of Pupillage.

- 1.10. Chambers offers a Pupillage at the self-employed Bar: this agreement does not create an employment relationship between you and Chambers and is not a contract for services or of apprenticeship.

## 2. CONDITIONS PRECEDENT TO THE COMMENCEMENT OF PUPILLAGE

- 2.1. The BSB requires Chambers to obtain documentary evidence from you of the satisfactory achievement of the academic and vocational stages of your training and certain other matters prior to the commencement of Pupillage. Accordingly, the commencement of your Pupillage is subject to you providing Chambers with the following before the first day of your Pupillage:

2.1.1. the official certificates/transcripts of the university examinations referred to in your Pupillage application form;

2.1.2. the official transcript of any examination taken or notified between the acceptance of Pupillage and its commencement;

2.1.3. clear documentary evidence of your satisfactory completion of the vocational component of Bar Training (alternatively, where relevant, that you have passed the Bar Transfer Test);

2.1.4. clear documentary evidence that:

2.1.4.1. you are a member of an Inn;

2.1.4.2. you have registered your Pupillage with the BSB; and

2.1.4.3. your nationality or immigration status allows you to undertake the Pupillage.

2.2. If prior to the anticipated commencement date of your Pupillage you fail to pass the vocational component of Bar training (or, where applicable, you fail to pass the Bar Transfer Test), your offer of Pupillage will be automatically withdrawn.

### 3. COMMENCEMENT AND TERM

3.1. Subject to clauses 2 and 12:

3.1.1. you will commence your Pupillage on [date];

3.1.2. your Pupillage will be for a total of 12 months, consisting of a first six month non-practising period and a second six month practising period; and

3.1.3. your Pupillage will therefore continue until [date] when it will end without the need for further notice.

### 4. SUPERVISION AND TRAINING

4.1. Chambers is yet to determine who will be your pupil upon the commencement of your Pupillage. However, you will be informed of their identity and contact details in good time before the Pupillage begins.

4.2. You will normally have three nominated pupil supervisors each for a period of between three and six months. You will be notified of your intended supervisors for the full length of your Pupillage before your Pupillage commences.

4.3. The Head of Pupillage during your Pupillage year will be Lee Finch, whose contact details are [lee.finch@goughsq.co.uk](mailto:lee.finch@goughsq.co.uk).

4.4. Sometimes it is necessary to vary the supervision arrangements during the Pupillage, including to take account of a supervisor's changing commitments or the type of training they are able to offer you during the year. Accordingly,

Chambers may vary the details set out in this clause at any time and will notify you of any changes. Both you and Chambers are required to ensure that the BSB is promptly notified of such changes.

4.5. The BSB requires that pupils are assessed during Pupillage against the competences in the BSB's Professional Statement (Bar Qualification Manual Part 2 C5). Accordingly:

4.5.1. At the end of your Pupillage, subject to satisfactory completion of a final assessment against the competences in the BSB's Professional Statement, your pupil supervisor will give the required notification to the BSB.

4.5.2. In the event that you do not pass an assessment against the competences of the BSB's Professional Statement at the end of the non-practising period. This right is likely to be exercised by Chambers unless there are extenuating circumstances.

4.5.3. In the event that you do not pass a final assessment against the competences of the BSB's Professional Statement at the end of the practising period your Pupillage will end on the date set out in clause 2 and your pupil supervisor will be unable to notify the BSB that you have demonstrated the required competences. In the event that Chambers considers that your failure to demonstrate the required competence is the result of absence from training due to sickness or other extenuating circumstances, Chambers may in its absolute discretion consider whether an extension or deferral of Pupillage might be appropriate to enable you to complete your training (with the duration of any permitted extension reflecting the period necessary to demonstrate competence rather than the period of absence).

4.6. A written description of Chambers' Training Programme which is designed to enable you to meet the competences in the BSB's Professional Statement is reproduced at Appendix 2 to this Agreement.

4.7. If you cease to be a pupil in Chambers for whatever reason, Chambers will provide you on request with copies of your training records that apply to the period of Pupillage completed in Chambers which record the extent to which you have demonstrated the achievement of the competences set out in the BSB's Professional Statement during your period of training in Chambers.

## 5. EXPECTED TIME COMMITMENT

5.1. Chambers' core business hours are 8:30am to 6:00pm Monday to Friday (inclusive). There are no fixed training hours, but to get the most out of your Pupillage you are expected to be available for education and training for a minimum of 45 hours each week.

5.2. We expect that you will spend at least eight and a half hours a day undertaking education and training, a majority of which will be during Chambers' core business hours, save for periods when you are unable to work due to illness or injury or on vacation.

5.3. You may on occasion be invited to attend evening or weekend events relevant to your education and training at your option.

## 6. WHAT YOU CAN EXPECT FROM CHAMBERS

6.1. Chambers will conduct your Pupillage in a manner which is fair and equitable, including the fair distribution of training opportunities to each pupil. If there are two working pupils competing for work, Chambers has a policy that work will be evenly distributed amongst pupils. The senior clerk would be required to keep a record of the work allocated to and done by pupils. This would assist in the implementation of Chambers' policy. The records kept by

the senior clerk would be checked by the Chairman of the Pupillage Committee once a month.

- 6.2. Chambers will ensure that each of your pupil supervisors will have been appropriately trained in accordance with the BSB's requirements and will be registered as pupil supervisors with the BSB.
- 6.3. Chambers will ensure that you are covered by the insurance of your pupil supervisor for any legal services supplied to the public in the practising period of your Pupillage.
- 6.4. Chambers will ensure that you are promptly provided with any necessary assistance you may need from Chambers or your pupil supervisors to comply with your own regulatory obligations relating to your Pupillage, including registering your Pupillage with the BSB, applying for any necessary waivers, and obtaining the provisional practising certificate necessary for you to practise during your second practising six months of Pupillage.
- 6.5. Chambers will promptly notify the BSB during your Pupillage of any material changes to the Pupillage, including any change in the date of commencement or expected completion of your Pupillage and changes of pupil supervisors. You personally are also required by the BSB to see that the BSB is promptly notified of such changes.
- 6.6. Chambers will provide or make available to you copies of the written policies set out in Appendix 1 to this agreement.

## 7. WHAT IS EXPECTED OF YOU

- 7.1. You are expected to comply with Chambers' policies and procedures applicable to pupils, including those listed at Appendix 1 to this agreement.

- 7.2. In accordance with your regulatory obligations, you must ensure that:
- 7.2.1. prior to the start of your Pupillage you provide Chambers with clear documentary evidence of the matters set out at paragraph 1.1 above;
  - 7.2.2. you keep adequate training records throughout your Pupillage; in particular to assist your pupil supervisor with your final assessment against the competences in the BSB's Professional Statement;
  - 7.2.3. you comply in full with your professional and regulatory obligations, including those set out in the BSB Handbook;
  - 7.2.4. at all material times throughout your Pupillage you have been granted and maintain any necessary waivers by the BSB and that any material changes to Pupillage are notified to the BSB promptly (material changes include changes of pupil supervisor, and changes in the date of commencement or date of expected completion of your Pupillage);
  - 7.2.5. you do not provide legal services as a barrister during the non-practising period of your Pupillage. The exception is doing a noting brief (taking notes during a trial) which you are permitted to do with the permission of your pupil supervisor or the Head(s) of Chambers;
  - 7.2.6. prior to starting the practising period of your Pupillage, you have:
    - 7.2.6.1. registered with the Information Commissioner's Office;
    - 7.2.6.2. been called to the Bar; and
    - 7.2.6.3. obtained a provisional practising certificate from the BSB.
  - 7.2.7. during the practising period of your Pupillage, you do not provide legal services as a barrister without the permission of your pupil supervisor or the Head(s) of Chambers.

7.3. You warrant that your nationality or immigration status allows you to undertake the Pupillage and you undertake to immediately notify Chambers if at any time you cease to be eligible to undertake the Pupillage.

## 8. PUPILLAGE AWARD

8.1. Subject to you commencing your Pupillage and the other terms of this agreement Chambers will pay you a Pupillage award of £25,000 (the "Award").

8.2. Unless otherwise agreed by you and Chambers, the Award will be paid in 12 monthly installments of £2,083.33 at the start of each month, commencing with October 2021 and continuing to September 2022.

8.3. The instalments of the Award will usually be made by standing order direct into your bank or building society account on or around the first working day of each month.

8.4. Chambers' current policy on earnings for work done for Chambers or members of chambers during Pupillage is that the Award is paid to you in lieu of payment for any individual item of work.

8.5. The person responsible for administering Award payments is Bob Weekes (Head Clerk) whose contact details are [bob.weekes@goughsq.co.uk](mailto:bob.weekes@goughsq.co.uk).

8.6. The Award will be reduced pro rata in the event that you do not complete the full 12 months Pupillage for whatever reason and no further monthly payments will be made.

8.7. You are also guaranteed earnings of £25,000 in your practicing six months (this is a guarantee of fees billed not fees received).

8.8. Any shortfall between actual earnings and guaranteed earnings will be made up by a payment by Chambers of the shortfall within one month of the end of the Pupillage.

- 8.9. It is a requirement that you pay 10% of the income received during your practising six months to Chambers to cover clerks' fees and administrative costs.
- 8.10. In the event you are offered tenancy but declines to accept the offer, you shall repay to Chambers the £25,000 Award. This repayment shall be made as soon as reasonably practicable although Chambers will remain flexible and will agree any reasonable repayment schedule proposed by you.
- 8.11. In the event that the you are offered and accept tenancy at Chambers but subsequently leave within the first three years, the you shall repay to Chambers a portion of the £25,000 as follows;
- 8.11.1. Within the first 12 months of becoming a tenant, you shall repay 75%;
- 8.11.2. Within the first 24 months of becoming a tenant, you shall repay 50%;
- 8.11.3. Within the first 36 months of becoming a tenant, you shall repay 25%.
- 8.12. Clauses 8.10 and 8.11 shall not apply if you leave as a result of a significant change in Chambers' membership (for example if a number of practitioners leave as a group).
- 8.13. Chambers may also decide to waive clauses 8.10 and 8.11 at its sole discretion.

## 9. EXPENSES

- 9.1. Your reasonably incurred travel expenses for the purposes of the Pupillage (other than those incurred in respect of fee paying work) as defined in the current Bar Standards Board Pupillage Handbook will be reimbursed on

production of receipts no later than the end of the month in which they were incurred.

- 9.2. Chambers will pay for attendance at educational courses required during the Pupillage. You will be reimbursed for expenses reasonably incurred in connection with such attendance no later than at the end of the month in which they were incurred. Chambers may also pay for additional courses or further education and connected expenditure reasonably incurred.

## 10. TAX AND STATUS

- 10.1. Your Pupillage is at the self-employed Bar. Neither the Pupillage nor anything in this agreement shall render you an employee, worker, apprentice, agent or partner of Chambers or any member or tenant of Chambers.

- 10.2. You will be personally responsible for any income tax, National Insurance contributions (or equivalent) and VAT (where applicable) in respect of any payments paid to you under or in connection with this agreement or your Pupillage. Chambers will not pay or administer tax, or National Insurance payments on your behalf.

## 11. WITHDRAWAL OF AND TERMINATION OF PUPILLAGE

- 11.1. You may withdraw from Pupillage prior to its commencement or bring the Pupillage to an early termination during your Pupillage year on giving not less than 4 weeks' written notice to Chambers.

- 11.2. Chambers is entitled to withdraw the Pupillage prior to its commencement and to terminate the Pupillage during your Pupillage year with immediate effect at any time if:

11.2.1. you commit a serious breach of the BSB Handbook;

- 11.2.2. you are guilty of a serious or persistent breach of Chambers' policies, procedures or codes of conduct applicable to you;
  - 11.2.3. you are convicted of a criminal offence (other than an offence under any road traffic legislation in the UK or elsewhere for which a fine or non-custodial penalty is imposed);
  - 11.2.4. you fail to meet the minimum attendance or other regulatory requirements of the BSB for commencing or completing the non-practising or practising periods of your Pupillage training;
  - 11.2.5. during the practising period of your Pupillage you cease to hold a valid practising certificate;
  - 11.2.6. your actions or omissions (whether or not in the course of the Pupillage) bring or are such as to risk bringing the name or reputation of Chambers or its members into disrepute or to prejudice the interest of Chambers;
  - 11.2.7. your immigration status means you cease to be eligible to undertake or complete the Pupillage.
- 11.3. Chambers may also withdraw or terminate your Pupillage in the event that it ceases to be authorised by the BSB as an Authorised Education and Training Organisation or there is another regulatory, financial or practical impediment to Chambers continuing to provide your Pupillage training.
- 11.4. If, during your Pupillage, Chambers ceases to be able or authorised to take pupils, Chambers will promptly notify the BSB. In that event, Chambers will use its best endeavours to assist you to identify another set of chambers where you can complete your training (Authorisation Framework and Bar Qualification Manual Part 2 C3). In this event, the members of Chambers

responsible for assisting you are your Pupil Supervisor and the Head of Pupillage.

11.5. At any time on the request of Chambers and in any event on the termination of your Pupillage howsoever arising, you shall return any property belonging to Chambers or any member or tenant of Chambers to Chambers or such member or tenant of Chambers (as appropriate).

## 12. TENANCY

12.1. There is no guarantee of a tenancy in Chambers at the end of your Pupillage.

12.2. The Pupillage is offered with a view to tenancy. However, a final decision on whether you are offered a tenancy is dependent on the circumstances of Chambers at the relevant time and the merit and suitability of the candidate.

12.3. The decision as to whether you should be offered tenancy will be taken by all members of Chambers. During this process, the pupil supervisors will each produce a written report and recommendation which will be distributed to all Members of Chambers; the Pupillage Committee will also provide a report on any formal exercises undertaken during the Pupillage.

12.4. Save in the case of unanimous decisions, Chambers will hold a "tenancy meeting" in which all members of Chambers will be entitled to provide their views and vote on whether tenancy will be offered. Tenancy will be offered if a special majority of two-thirds votes in favour of offering said tenancy.

12.5. The tenancy decision will be communicated to you no later than two months prior to the end of the Pupillage.

12.6. If you are not offered a tenancy, you may be permitted to squat at Chambers for a short period of time whilst seeking tenancy elsewhere. The terms of any such arrangement will be agreed prior to the conclusion of the Pupillage. Chambers will give all the assistance it is able to help any pupil not offered a tenancy to obtain a tenancy elsewhere or to obtain employment.

### 13. DATA PROTECTION

13.1. Chambers will collect and process your personal data in accordance with the applicable laws and the relevant data privacy statement of Chambers in force from time to time.

13.2. You must comply with:

13.2.1. Appendix 3 to this Agreement;

13.2.2. Chambers Confidential Information, Data Protection, Information Management and Data Protection Breach policies;

13.2.3. the individual policy of any tenant or member of Chambers with whom you are working; and

13.2.4. all applicable data protection laws and associated codes of practice (in each case in force from time to time) at all times when processing personal data in connection with your Pupillage or that otherwise comes into your possession in the course of your Pupillage.

13.3. You agree to enter into any data processing agreement that Chambers or any tenant or member of Chambers may reasonably require from time to time during your Pupillage.

14. MISCELLANEOUS

14.1. Any variation of the terms of this agreement must be made in writing and signed by you and Chambers.

14.2. The termination of this agreement shall not affect any rights accrued as at the date of termination.

15. GOVERNING LAW

15.1. This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales.

15.2. Each of the parties hereto hereby irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

Please confirm your agreement to these terms by signing and returning this agreement to Lee Finch at [lee.finch@goughsq.co.uk](mailto:lee.finch@goughsq.co.uk) within the next 14 days.

On behalf of Gough Square Chambers, I confirm my agreement to the terms set out above.

Signed:

Name: Lee Finch

Position in chambers: Head of Pupillage

Date:

I confirm my agreement to the terms set out above.

Signed: [insert]

Name: (Pupil)

Date: [insert]

## APPENDIX 1

### Policies

The Policies relevant to your Pupillage at Chambers are:

The Pupillage Policy

Chambers' Core Values

Data Protection Policy

Data Breach Policy

Greivance Policy and Procedure

Information Management Policy

Reasonable Adjustments Policy

Disciplinary Policy

Recruitment Policy

Anti-harassment Policy

Absence from training Policy

Where appropriate, you must comply with the requirements of the Policy.

The Policies are regularly updated and the current versions will be provided to you before you start Pupillage. If you would like a copy of any policy in the meantime, please just ask Head of Pupillage.

## APPENDIX 2

### Training Programme

#### Overall Supervision

Training within Chambers is predominantly carried out via the Pupil Supervisor(s) who will have conduct of the your daily activities and set down the work expected of you (especially during the non-practising six months).

All work done by you will be critically appraised in a constructive manner by the Pupil Supervisor(s). It is likely that this will be done at least every few days in the non-practising six months. In the practising six months the Pupil Supervisor(s) will monitor all work you undertake in your own right.

Your progress through Pupillage will be recorded by you and your Pupillage Supervisor(s) in one central document ("the Pupillage Record"); the Pupillage Record will record the work you have undertaken, your performance in that work and your progress towards meeting the BSB's Professional Statement. You will be provided with the Pupillage Record at the start of your Pupillage.

You are encouraged to seek advice and to ask questions if unsure or uncertain about any aspect of the Pupillage.

#### Assessments

In addition to the informal assessments carried out by the Pupillage Supervisor(s), there will be:

- a) a more formalised assessment of your progress against the BSB's Professional Statement at the end of months 2, 4, 8 and 10 of the Pupillage;

- b) a formal oral advocacy assessment during the Pupillage. This will most likely consist an exercise in which you will make a summary judgment (or similar) application before a small panel consisting of no more than five members of Chambers. Whilst this assessment (and any other assessments) will allow Chambers to your abilities and suitability for developing a practice within Chambers, it will predominantly be used as a means of ensuring that you are ready to progress to the practising six months of Pupillage and provide constructive feedback and further training as appropriate;
- c) a formal written assessment which will most likely involve you producing an opinion on a question of law relevant to Chambers' main practice areas. This written exercise will usually be reviewed by the pupil supervisors and the Pupillage Committee but may be shared more widely in appropriate circumstances;
- d) an assessment against the BSB Professional Statement at the end of your non-practising six months; and
- e) an assessment against the BSB Professional Statement at the end of your practising six months.

The assessments at (a), (d) and (e) above, will be carried out by your current Pupillage Supervisor(s) using your Pupillage Record and any further information provided by previous Supervisors and other members of Chambers as appropriate.

Further assessments and training may also be arranged (in recent years, Chambers has held a full mock trial for the pupil).

All formal assessments will be recorded in the Pupillage Record.

### Extended absence impacting on training

In the event of an extended period of absence from training due to sickness or other extenuating circumstances or in the absence of an appropriate pupil supervisor, which creates a risk that you will not be able to demonstrate the achievement of the competences set out in the BSB's Professional Statement prior to the completion of Pupillage; you should discuss your options with your current Pupillage Supervisor(s) or the Head of Pupillage.

In most cases, an extension to the Pupillage will be agreed (and any necessary regulatory approval obtained) to allow you adequate time to demonstrate compliance with the Professional Statement.

### Mandatory Courses

During Pupillage you are required to complete the Pupil's Advocacy Course. This course must be completed before you can commence your practising six months.

### More Information

For further information regarding what to expect in Pupillage, please see the Pupillage Policy.

## APPENDIX 3

### 1. Processing of Chambers Data

1.1. For so long as you are a pupil in Chambers you may process Chambers Data on behalf of the Chambers for the purpose of carrying out its role as a pupil.

1.2. The data that you may process will include Chambers' client information, barristers' details, clerks' details, and solicitors' details. This may include (without limitation) names, email addresses, telephone numbers, and other information relevant to particular clients. Client information may, depending on the nature of the case, include special categories of personal data and/or information about criminal convictions and offences.

1.3. You must ensure that any Chambers Data is kept confidential.

### 2. Need for written instructions

2.1. Unless required to do so by Law you shall only process Chambers Data with the written instructions of the Chambers. The entry into of these terms shall constitute the Chambers' written instruction to you to perform the role of the pupil.

2.2. You may not transfer any Chambers Data to a third party or an international organisation without the express written consent of Chambers, unless required to do so by Law.

2.3. If you are required to process Personal Data by Law without the written instructions of the Chambers you shall, before so processing the Personal Data, notify Chambers of the legal requirement that you are subject to,

unless the Law itself prohibits such notification. You shall keep a record of any such transfer.

### 3. Sub-processing

3.1. You shall perform all of the roles of a pupil itself and may not employ, engage, subcontract or otherwise authorise any other person to perform any of your activities on your behalf.

3.2. This clause shall not prevent you from making use of Chambers facilities, including any sub-processors that Chambers uses, such as typing services, email and remote desktop access.

### 4. Security of Processing

4.1. You shall ensure that all Chambers Data is subject to appropriate technical and organisation measures to keep Chambers Data secure. Further provision in this regard is set out in Chambers Information Management Policy.

### 5. The Data Subject's rights

5.1. You shall notify Chambers if you receive any request from a Data Subject to exercise any of the rights in Chapter III of GDPR in respect of Chambers Data.

5.2. In the event of either party receiving a request from a Data Subject to exercise any rights in Chapter III of GDPR each party shall in so far as it is possible assist the other to comply with its obligations to fulfil such a request, taking into account the nature of the processing being carried on.

## 6. Personal Data Breach

6.1. In the event of a Personal Data Breach (i.e. it becoming apparent that you have lost Chambers Data or an unauthorised third party may have had access to it) you shall notify Chambers without undue delay after having become aware of it, in particular having regard to Chambers Data Protection Breach Policy.

6.2. If the notification under paragraph 6.1 above is not made within 72 hours you shall, when providing notification to the Chambers, state the reasons for the delay.

6.3. Any notification under paragraph 6.1 shall:

6.3.1. 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;

6.3.2. describe the likely consequences of the Personal Data Breach;

6.3.3. describe the measure taken or proposed to be taken to address the Personal Data Breach, including where appropriate, measures to mitigate its possible adverse effects.

6.4. Where it is not possible to provide the information at the same time, the information at paragraph 6.3 above may be provided in phases without undue further delay.

6.5. You shall document any Personal Data Breach, comprising the facts relating to the Personal Data Breach, its effects and the remedial action taken. You shall provide such documentation on request to the Chambers or, at either Chambers' or any Supervisory Authorities' request, to the Supervisory Authority.

6.6. You shall not communicate the Personal Data Breach to the Data Subject unless requested to do so by Chambers or required to do so by Law.

## 7. Deletion of Personal Data

7.1. At the termination of the Pupillage you shall, at the option of the Chambers, either delete or return to the Chambers all Chambers Data which contains personal data, and delete any copies of Chambers Data which contains personal data, unless:

7.1.1. required to store such data by Law; or

7.1.2. you are offered and accept tenancy and become a member of Chambers. In such circumstances you shall delete or anonymise all Personal Data of any client. You may continue to possess such other Personal Data (such as contact details or clerks, barristers and solicitors) as is permitted under the your own data protection obligations as a data controller.

## 8. Audit and provision of information

8.1. You shall retain records to demonstrate your compliance with this Schedule (a section for this is included in the Pupillage Record) and shall make available to Chambers such records or such other information as is necessary to demonstrate compliance with this Schedule and shall allow for

and assist with any audit or inspection conducted by Chambers or an auditor appointed by Chambers.

8.2. You shall immediately inform the Chambers if, in your opinion, any instruction from Chambers infringes the GDPR or any other data protection law that is applicable.

## 9. Co-operation with Supervisory Authority

9.1. You shall co-operate, on request, with a Supervisory Authority.

9.2. You shall, where requested by Chambers or a Barrister, provide assistance with any request made of Chambers or a Barrister by a Supervisory Authority which relates to the activities of the other party.

## 10. Record of processing

10.1. You shall keep a record of any processing of Chambers Data which shall contain at least the following information:

10.1.1. the categories of processing carried out on behalf of the Chambers;

10.1.2. where possible, a general description of the technical and organisational security measures required under paragraph 5 above.

## 11. DPA impact assessments

11.1. In the event of Chambers carrying out a data protection impact assessment under Article 35 of GDPR or, prior to such assessment, consulting a Supervisory Authority under Article 36 of GDPR, you shall assist Chambers in such assessment and/or consultation, taking into account the nature of

the processing being carried on under this Agreement and the information available to the parties.

## 12. Transfer of personal data outside of the EU

12.1. You shall not transfer Chambers Data outside of the United Kingdom or to any third party organisation, unless:

12.1.1. required to do so by Law; or

12.1.2. permitted in accordance with Chambers Data Protection Policy.

## 13. Interpretation

In this Schedule the following words have the following meanings:

13.1. "Chambers Data" means data, including personal data, that is processed on behalf of Chambers and/or the Barristers in those Chambers, including data of clients, solicitors, barristers, pupils and Chamber's employees (including the clerks).

13.2. "GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).

13.3. "Law" means the law of the European Union or a member state of the European Union or, if it ceases to be a member state of the European Union, the United Kingdom. This includes but is not limited to the Data Protection Act 2018

13.4. "Controller", "Data Subject", "Personal Data", "Personal Data Breach" and "Processing" has the same meaning as it does in GDPR.

13.5. "Supervisory Authority" means the Information Commissioner or any other independent public authority established by a Member State under Article 51 GDPR.