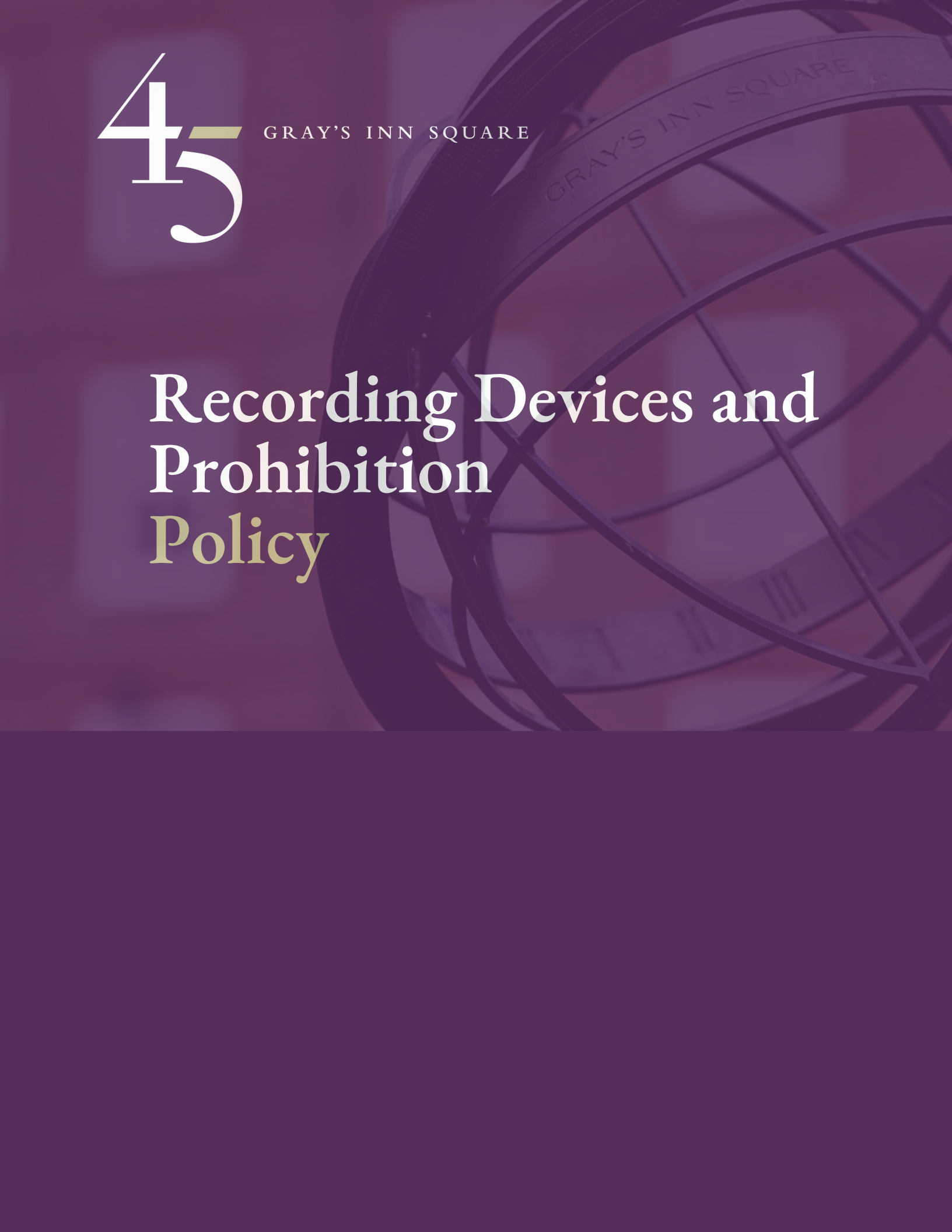




45

GRAY'S INN SQUARE

Recording Devices and Prohibition Policy



1. Purpose

1.1 This Policy establishes 4-5 Gray's Inn Square Chambers position in relation to the use of recording devices within its premises and in the course of its business activities. Reference to "Chambers" herein is to 4-5 Gray's Inn Square Chambers and its members.

1.2 The purpose of this Policy is to:

(a) protect the privacy and dignity of all individuals;(b) ensure compliance with data protection legislation and confidentiality obligations;(c) preserve the integrity of meetings, hearings, and internal communications; and(d) mitigate the risk of unauthorised disclosure of sensitive or personal information.

2. Scope

2.1 This Policy applies to:

(a) all employees, workers, agency staff, contractors, consultants and office holders; and(b) all visitors, service users, parties, witnesses, and any other third parties attending 4-5 Gray's Inn Square premises or participating in its activities.

2.2 This Policy applies to all forms of recording, whether overt or covert.

3. Definition of Recording Devices

3.1 For the purposes of this Policy, "recording devices" include, but are not limited to:(a) mobile telephones;(b) tablets, laptops, or computers capable of recording;(c) wearable technology such as smart glasses;(d) audio recorders, video cameras, or any similar device; and(e) software applications capable of recording audio, video, or images.

3.2 "Recording" includes the capture of audio, video, still images, or any other data capable of being stored, transcribed and reproduced.

4. General Prohibition

4.1 The use of recording devices for the purpose of recording any meeting, discussion, hearing, or activity within Chambers is strictly prohibited unless expressly authorised in advance in accordance with this Policy.

4.2 This prohibition applies equally to overt and covert recording.

4.3 Individuals must not:(a) record any meeting or conversation;(b) attempt to record proceedings; or(c) facilitate or permit the recording by others.

4.4 Individuals may be required to switch off or remove recording devices prior to the commencement of meetings.

4A. Recording Outside the Workplace

4A.1 This Policy applies not only within Chamber's premises but also to conduct occurring outside the workplace where there is a sufficient connection to Chambers or its business activities.

4A.2 Employees must not make audio, video, or photographic recordings of:(a) other employees;(b) office holders;(c) contractors or representatives of Chambers; or(d) any individual engaged in Chamber's work or activities,

where such recording arises out of or relates to the employment relationship, the Organisation's business, or interactions connected to the workplace.

4A.3 This prohibition applies regardless of whether the recording takes place:(a) during work-related events (including training, conferences, or social functions);(b) during remote or online communications; or(c) in informal settings where workplace matters are discussed.

4A.4 Unauthorised recording in such circumstances may:(a) infringe the privacy rights of individuals; (b) constitute unlawful processing of personal data;(c) amount to a breach of confidentiality obligations; and(d) damage trust and confidence between employees.

4A.5 Any such conduct will be treated as a potential breach of this Policy and may, depending on the circumstances, constitute misconduct or gross misconduct.

4A.6 This clause does not prevent individuals from making lawful recordings entirely unconnected to Chambers or its activities and which do not involve other members of the Chambers in a work-related context.

5. Data Protection and Privacy

5A.1 A breach of data protection obligations is regarded by Chambers as a matter of the utmost seriousness. Unauthorised recording will frequently involve the processing of personal data without a lawful basis and is therefore likely to amount to a breach of the UK General Data Protection Regulation and the Data Protection Act 2018.

5A.2 A recording of an identifiable individual will ordinarily constitute personal data, particularly where it captures information relating to that individual's conduct, performance, or personal circumstances. Accordingly, unauthorised recording may result in unlawful processing where individuals have not been informed or have not consented to such processing.

5A.3 Legal consequences of a data protection breach may include:

(a) Regulatory action

The Information Commissioner's Office (ICO) may investigate any breach and take enforcement action, including the imposition of significant financial penalties for noncompliance with data protection legislation.

(b) Civil liability Individuals affected by a breach may bring a claim for compensation in the civil courts for material damage and/or distress arising from the unlawful processing of their personal data.

(c) Organisational liability Chambers, as a data controller, may be held liable for damage caused by unlawful data processing unless it can demonstrate that it was not responsible for the breach.

(d) Vicarious liability Chambers may, in certain circumstances, be held vicariously liable for data protection or privacy breaches committed by employees in the course of their employment, even where Chambers has not directly authorised the conduct.

(e) Mandatory reporting obligations Certain personal data breaches must be reported to the ICO without undue delay and, where feasible, within 72 hours of becoming aware of the breach, together with a requirement to notify affected individuals where there is a high risk to their rights and freedoms.

5.1 Unauthorised recording may therefore: (a) result in the processing of personal data without a lawful basis; (b) constitute a breach of data protection legislation; (c) infringe rights to privacy, including those protected under Article 8 of the European Convention on Human Rights; and (d) risk the disclosure of confidential or commercially sensitive information.

5.2 Chambers takes such risks seriously and requires strict adherence to this Policy in order to comply with its legal obligations.

5.3 Covert or unauthorised recording is likely to undermine trust and confidence and may expose Chambers and individuals to legal liability.

6. Authorised Recording

6.1 Recording may only take place where: (a) it is expressly authorised in advance by the Head of the Chambers, Management Committee (or nominated senior manager); and (b) all participants have been informed of and consented to the recording, unless otherwise required by law.

6.2 Authorisation will only be granted in exceptional circumstances and where there is a clear and lawful justification.

7. Reasonable Adjustments

7.1 An individual may apply for permission to record a meeting as a reasonable adjustment arising from a disability.

7.2 Any such request must: (a) be made in advance and in writing; (b) clearly set out the reasons for the request, including the nature of the disability-related need; and (c) identify why alternative adjustments would not be sufficient.

7.3 All such applications shall be considered by the Head of the Chambers, Management Committee (or nominated senior manager).

7.4 Permission will be granted at the absolute discretion of the Head of the Chambers, Management Committee (or nominated senior manager), having regard to:(a) the necessity and proportionality of the request; (b) data protection and confidentiality considerations;(c) the rights and interests of other participants; and(d) any appropriate safeguards that may be imposed.

7.5 Chambers reserves the right to impose conditions on any authorised recording, including restrictions on storage, use, and dissemination.

8. Breach by Employees

8.1 Any breach of this Policy by an employee will be treated as a disciplinary matter.

8.2 Serious or deliberate breaches, including covert recording or recording of confidential information, may constitute gross misconduct and may result in summary dismissal.

8.3 In determining the appropriate sanction, Chambers will consider all the circumstances, including the nature and impact of the recording.

9. Breach by Non-Employees

9.1 Any breach of this Policy by a nonemployee may result in:(a) immediate removal from the premises;

(b) exclusion from future attendance or participation; and/or(c) referral to the relevant authorities.

9.1(A) Any breach by a member of Chambers may result in:

- (a) immediate removal from the premises;(b) exclusion from future attendance or participation;
- (c) termination of membership of Chambers, and/or(d) referral to the relevant authorities.

9.2 Chambers reserves the right to take legal action where a breach results in:(a) misuse or unlawful processing of personal data;(b) disclosure of confidential information; or(c) any other loss or damage to Chambers or affected individuals.

9.3 In determining the appropriate sanction, Chambers will consider all the circumstances, including the nature and impact of the recording.

10. Monitoring and Review

10.1 This Policy will be kept under review to ensure compliance with legal and operational requirements.

10.2 Chambers reserves the right to amend this Policy as necessary.

11. Responsibility

11.1 All individuals to whom this Policy applies are responsible for complying with its provisions.

11.2 Managers are responsible for ensuring that this Policy is communicated and enforced within their areas of responsibility.



19T55
H.W.S

4

5

Please Press Buzzer for Entry

To get in touch

www.4-5.co.uk | clerks@4-5.co.uk | 0207 404 5252