



Neutral Citation Number: [2021] EWHC 1704 (Comm)

Case No: CC-2020-NCL-000006

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS IN NEWCASTLE UPON TYNE
CIRCUIT COMMERCIAL COURT (QBD)

Date: 24/06/2021

Before :

HH JUDGE DAVIS-WHITE QC
(SITTING AS A JUDGE OF THE HIGH COURT)

Between :

JR & B FARMING LIMITED	<u>Claimant</u>
- and -	
CHRISTOPHER HEWITT	<u>Defendant</u>
AND	
BALDWINS (PORTOBELLO) LIMITED	<u>Third Party</u>

Mr John Greenbourne (instructed by **Sintons LLP**) for the **Claimant**
Mr Francis Bacon (instructed by **Hay & Kilner LLP**) for the **Defendant**
Mr Aaron Walder (instructed by **Enyo Law LLP**) for the **Third Party**

Hearing date: 1 April 2021

Approved Judgment

I direct that pursuant to CPR PD 39A para 6.1 no official shorthand note shall be taken of this Judgment and that copies of this version as handed down may be treated as authentic.

.....

HH JUDGE DAVIS-WHITE QC (SITTING AS A JUDGE OF THE HIGH COURT)

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If this Transcript is to be reported or published, there is a requirement to ensure that no reporting restriction will be breached. This is particularly important in relation to any case involving a sexual offence, where the victim is guaranteed lifetime anonymity (Sexual Offences (Amendment) Act 1992), or where an order has been made in relation to a young person

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HH Judge Davis-White QC :

1. This judgment concerns the requirements for litigants to meet if they wish to use live-time transcription services in relation to court hearings.
2. On 1 April 2021 I conducted a Pre-Trial Review (the “PTR”) in this case on a fully remote basis. The facts of the case are irrelevant to the issue that this judgment deals with but, put shortly, involve allegations of negligence against the first defendant in failing to preserve the security of tenure of the claimant as a tenant under the Agricultural Holdings Act 1986 by failing to take adequate steps in relation to service of a counter notice under that Act. The first defendant is a solicitor who at the relevant time acted as a consultant to a firm of accountants, the Third Party. Since the hearing of the PTR, the third party has also been joined as second defendant under its current name.
3. At the PTR, shortly before the short adjournment, it became apparent to me that the third party’s solicitors, Enyo Law LLP (“Enyo”), had engaged a firm of transcribers to provide a transcript of the hearing that day. The transcript was accordingly not being made from the court’s recording of the hearing by an official transcriber. Instead the transcript was prepared directly from the hearing which involved a transcriber being streamed the hearing and also taking a recording of it. I refer to transcription other than from the court’s own recording and which is necessarily after the hearing, as “live-time transcription”.
4. The transcriber is, as I understand it, an official transcriber but, as I have said, was not acting in that capacity in this case. The transcriber in this case has been described as “Epiq Global” (which I shall refer to as “Epiq”). That is apparently a trading name. I am unclear which legal entity from the “Epiq” group of companies was formally engaged. It may be that it is Epiq Services Limited, which is the name on the email sending me a signed statement from Epiq which I refer to later in this judgment or that it is Epiq Europe Limited which I understand to have a contract with HMCTS for the provision of transcription services.
5. The difficulty is that no order had been sought from the Court for permission for such transcription. Furthermore, the Court had only been provided with the electronic details of the transcriber as being one of the participants at the PTR minutes before 5pm the day before the hearing. Enyo sent the link to the remote hearing to the transcribers in case the court had not received details of the transcriber as participant in time. I was not provided with the list of participants, there was no relevant order and accordingly I was unaware of the transcriber’s role until it was mentioned that a transcriber might need a short break.
6. I was extremely concerned about the position and although I made an order giving permission for the transcription to be made and from after the short adjournment, I reserved the question of what action to take regarding the morning part of the hearing for future decision. I also laid down a timetable under which both Enyo and Epiq were given an opportunity to file evidence and submissions. I have received a witness statement from Mr Nic Jones, the solicitor and partner of Enyo with responsibility for the conduct of the third party’s case. I have also received a communication from Mr Allen, Enyo’s compliance partner. Finally I received a statement from Mr Wagstaff, Senior Operations Director of Epiq.
7. In the light of the material that I have received it appears that
 - (1) Mr Jones, as he says in his witness statement, was well aware of:

“the strict prohibition on the audio/video recording of criminal and civil Court hearings as well as on the publication/distribution of any such recordings pursuant to the Contempt of Court Act 1981. That awareness arises as a general point of my practice as a solicitor, but it has also been reinforced recently by the incident in Gubarev v Orbis Business Intelligence Ltd [2020] EWHC 2167 (QB)”¹

- (2) However, he did not realise that Epiq would be recording anything and thought that in preparing a transcript they were simply transcribing the hearing as it went ahead without taking a recording.
- (3) Epiq’s position is that it is for their client to obtain all necessary consents or orders from the Judge and that this is made clear in their terms and conditions which relevantly provide:

“2. Where applicable, all licences and consents must be obtained and maintained by the Client prior to the commencement of Services.”

8. I accept what Mr Jones says but am somewhat surprised. In my experience when transcribers have been employed to attend court to take a transcript it has been their invariable practice to attend with their own recording equipment. According to Epiq:

“As part of Epiq Europe Ltd’s contract with HMCTS for the provision of real-time transcription services, Epiq Europe Ltd is required to ensure that their personnel attend the venue with the relevant equipment to enable a verbatim note to be taken of proceedings. This equipment must also have the ability to immediately recall what has been said, if required to do so by the judiciary during proceedings. Epiq Europe Ltd is required to provide all equipment (both hardware and software) to enable them to undertake computer aided transcription. All equipment used for the production and subsequent delivery of the transcript must meet the IT requirements laid out by HMCTS in the contract.”

9. However, it is far from clear to me from the Epiq terms and conditions provided that a live transcript involves a recording also being taken and I accept Mr Jones’ position that he was not alerted to the question of any recording being envisaged from the Epiq terms and conditions.
10. At this point I should return to *Gubarev v Orbis Business Intelligence Ltd*. In that case there had been a referral to the divisional court of a case under the *Hamid* (see *R (Hamid) v Secretary of State for the Home Department* [2012] EWHC 3070 (Admin); [2013] CP Rep 6 and *R (Sathivel) v Secretary of State for the Home Department* [2018] EWHC 913 (Admin); [2018] 4 WLR 89 jurisdiction. The circumstances of such referral were that a Judge in a hybrid trial (that is one conducted in and from a court room but where certain persons were attending the court remotely over a video platform), had found breaches of section 41 of the Criminal Justice Act 1925 and/or section 9 of the Contempt of Court Act 1981 and/or disobedience to paragraph 8 of an Order which he had made in the proceedings on 14 July 2020. The breaches involved three days in July 2020 over which video/and or audio of the proceedings at the trial of the action was live streamed to a number of individuals outside the jurisdiction (including the United States, Cyprus and Russia) without the court’s permission and without any application being made for such permission.

¹ Also [2020] 4 WLR 122.

11. The scope of the prohibition in s9 of the Contempt of Court Act 1981 is conveniently set out in s9(1):

“Subject to subsection (4) below, it is a contempt of court—

- (a) to use in court, or bring into court for use, any tape recorder or other instrument for recording sound, except with the leave of the court;
- (b) to publish a recording of legal proceedings made by means of any such instrument, or any recording derived directly or indirectly from it, by playing it in the hearing of the public or any section of the public, or to dispose of it or any recording so derived, with a view to such publication;
- (c) to use any such recording in contravention of any conditions of leave granted under paragraph (a).
- (d) [deals with proceedings in the Supreme Court]

12. In the case of *Gubarev* the court was not dealing with “fully remote” hearings and the provisions of the Coronavirus Act 2020. In the case of such fully remote hearings it is, at the least, arguable that the hearing does not take place in a court room (or location where the Judge is sitting) but that the transmission “*is the hearing and is not a copy of it*” (see *Huber v X-Yachts UK Ltd* [2020] 3082 (TCC)). Accordingly, the provisions of s9 of the Contempt of Court Act 1981 have been adopted and adapted for such hearings by the Coronavirus Act 2020 which inserts sections into the Courts Act 2003.
13. The jurisdiction to arrange for wholly remote video proceedings is contained in what is now s85A of the Courts Act 2003:

“ 85A Enabling the public to see and hear proceedings

(1) If the court directs that proceedings are to be conducted wholly as video proceedings, the court—

- (a) may direct that the proceedings are to be broadcast (in the manner specified in the direction) for the purpose of enabling members of the public to see and hear the proceedings;*
- (b) may direct that a recording of the proceedings is to be made (in the manner specified in the direction) for the purpose of enabling the court to keep an audio-visual record of the proceedings.”*

14. Sections 85B and 85C deal with recordings:

“85B Offences of recording or transmission in relation to broadcasting

(1) It is an offence for a person to make, or attempt to make—

(a) an unauthorised recording, or

(b) an unauthorised transmission,

of an image or sound which is being broadcast in accordance with a direction under section 85A.

(2) It is an offence for a person to make, or attempt to make—

(a) an unauthorised recording, or

(b) an unauthorised transmission,

of an image of, or sound made by, another person while the other person is viewing or listening to a broadcast made in accordance with a direction under section 85A.

(3) It is a defence for a person charged with an offence under subsection (1) or (2) to prove that, at the time of the actual or attempted recording or transmission of the image or sound concerned—

(a) he or she was not in designated live-streaming premises, and

(b) he or she did not know, and could not reasonably have known, that the image or sound was—

(i) being broadcast in accordance with a direction under section 85A (in the case of an offence under subsection (1)), or

(ii) an image of, or sound made by, another person while viewing or listening to a broadcast made in accordance with a direction under section 85A (in the case of an offence under subsection (2)).

(4) A person guilty of an offence under this section is liable on summary conviction to a fine not exceeding level 3 on the standard scale.

(5) For the purposes of this section it does not matter whether a person making, or attempting to make, a recording or transmission intends the recording or transmission, or anything comprised in it, to be seen or heard by any other person.

(6) For the purposes of this section a recording or transmission is “unauthorised” unless it is—

(a) authorised by a direction under section 85A,

(b) otherwise authorised (generally or specifically) by the court in which the proceedings concerned are being conducted, or

(c) authorised (generally or specifically) by the Lord Chancellor.

85C Offences of recording or transmitting participation through live link

(1) It is an offence for a person to make, or attempt to make—

(a) an unauthorised recording, or

(b) an unauthorised transmission,

of an image or sound which is being transmitted through a live video link or transmitted through a live audio link.

(2) It is an offence for a person (P) to make, or attempt to make—

(a) an unauthorised recording, or

(b) an unauthorised transmission,

of an image of, or sound made by, any person (whether P or another person) while that person is participating in court proceedings through a live video link or a live audio link.

(3) It is a defence for a person charged with an offence under subsection (1) or (2) to prove that, at the time of the actual or attempted recording or transmission, he or she did not know, and could not reasonably have known, that the image or sound concerned—

(a) was being transmitted through a live video link or through a live audio link (in the case of an offence under subsection (1)), or

(b) was an image of, or sound made by, a person while that person was participating in court proceedings through a live video link or a live audio link (in the case of an offence under subsection (2)).

(4) A person guilty of an offence under this section is liable on summary conviction to a fine not exceeding level 3 on the standard scale.

(5) For the purposes of this section it does not matter whether a person making, or attempting to make, a recording or transmission intends the recording or transmission, or anything comprised in it, to be seen or heard by any other person.

(6) For the purposes of this section a recording or transmission is “unauthorised” unless it is—

(a) authorised (generally or specifically) by the court in which the proceedings concerned are being conducted, or

(b) authorised (generally or specifically) by the Lord Chancellor.”

15. It is therefore clear that contemporaneous recording of court proceedings, leaving aside a recording taken by the court itself, is prohibited unless the court gives permission and that this is so whether the proceedings are face to face in court, hybrid or purely remote. Further, there is no general exception for recordings taken for the purposes of obtaining a real-time transcript (or one that is provided at the end of the day).

16. Quite apart from the restrictions on recording, there is, in my judgment, the question of the control by the court of those who attend its proceedings. In many cases there is no specific court order dealing with interim hearings other than a direction that they are to be heard remotely and the form of remote platform to be used. Implicitly though the permission is for the remote link to be used by the parties and their legal representatives and no-one else without further court permission. Members of the press and public are commonly informed by a notice in the court list that if they wish to access a particular remote hearing they should apply to the court. This is because although the court will usually grant permission to others to participate it should know who is present on the remote platform and to whom the proceedings are being streamed.
17. As regards real-time transcription, the court will also wish to know and to regulate to whom transcripts are being circulated during the trial. Again, permission in this respect is required.
18. A number of passages of the judgment of the Divisional Court in the *Gubarev* case are directly relevant to the question of real-time transcripts. It is concerning that familiarity with the case does not seem to have extended to familiarity with the following passages. Those in paragraphs [22] and [24] were directed at the unusual circumstances of that case where the transcribers (Opus 2) were also providing a live link to another court room. However, their underlying purport is just as relevant in the context of the narrower question of real-time transcripts:

“[22] The judge’s Order (and his Reasons) could not have been clearer. The solicitors ought to have supplied copies of it to their clients, or at least to have explained its effect so as to avoid any possibility of a misunderstanding arising in the future. We would also have expected the solicitors to provide a copy of the Order to the transcribers, so that the transcribers could be in no doubt either as to what it was they were, or were not, permitted to do. Neither of these things happened.

.....

[24] The use of an outside transcriber or organisation to facilitate video and/or audio hearings is an exceptional course, for which permission must be obtained from the court. Although we accept that Opus 2 were not sent a copy of the Order by MWE, they would or should have known that their activities in this regard could only take place with the permission of the court. We therefore find it surprising that Opus 2 did not ask to see any such order, in order to ensure (i) that they knew precisely what they were permitted or were not permitted to do; (ii) that they obeyed the court’s orders (whatever they might be) and (iii) that they did not act in contempt of court, or otherwise take steps that would prejudice the particular proceedings and the administration of justice.

.....

[26] Whenever a judge gives permission for a transcript or report from a recording made other than by the court itself to be prepared, a form must be completed and lodged with the court. The first two sections must be completed by the applicant and the approved transcription supplier respectively, and the third by the judge. A copy of the form will be retained by the judge’s clerk. The part of the form completed by MWE stated that the details of any third party on whose behalf the transcript is to be prepared or any third party to whom the transcript will be provided were “all involved parties and supporting counsel teams”. The section for completion by the transcription provider states that notwithstanding any description of the intended use provided, they may not (i) make

publicly available either by itself or as part of any other material (ii) provide to a third party not specified above or (iii) otherwise publish whether or not for payment of a fee the whole or any part of the transcript.

[27] The transcriber must also agree to comply with the information security requirements set out in Annex 1. Section 2 of that annex includes a requirement that transcription suppliers shall take reasonable steps in all cases to enable secure transmission, including checking that recipient e-mail addresses are accurate and genuine and requesting confirmation of receipt, and using read receipts as standard. Passwords are stated to be mandatory.”

19. I annex the current version of this form to this judgment. As the Divisional Court noted it contains restraints on what the transcriber may do with any transcript and on further dissemination as well as setting out security requirements for the transcription service (in this respect the form repays close reading).
20. In this case, as a condition of permitting the real time transcript preparation and the ancillary recording, I required such form (EX 107A) to be completed and submitted as it duly was.
21. In this case it can be seen that there were failures in (a) a recording being taken without court permission and (b) in the transcribers being joined as an entity to whom a live stream was made available without express permission of the court.
22. I have to consider whether not to make a retrospective order permitting the real-time transcript and the associated recording and/or, so far as the solicitor is concerned, whether to refer the matter to the Judge in charge of the jurisdiction either to issue a show cause letter (and if necessary to refer the matter to the Divisional Court) or to report the matter to the regulatory authority, the SRA.
23. As regards the latter point, I am told that Enyo has self-reported the matter to the SRA. It has also reconsidered and recirculated internal guidance within the firm. Mr Jones made an immediate full and frank apology to the court. In the particular circumstances of this case it seems to me that that is sufficient and that I need take no further steps under the *Hamid* jurisdiction, save to require a copy of this judgment to be sent to the SRA. I should make clear that by this judgment I do not intend to indicate what course the SRA should take and I am certainly not indicating that the breach in this case was not serious.
24. For the future, lawyers should be in no doubt as to the requirements for using live transcript services, whether the hearing is fully remote, hybrid or face to face. The court is unlikely to take the course that I have done in the future were the requirement to obtain court permission for a real-time transcript not to be observed.
25. I have also concluded that I should grant relevant permission for the real time transcript with retrospective effect. It will be a term of the permission that any judgment that was given in the relevant period (I suspect that there was none however) (once approved by me) shall be made available to all parties in the case and that for the avoidance of doubt that there should be lodged a written acknowledgement by Epiq that the form EX 107 OFC already lodged encompasses the entire PTR.
26. In summary, the key points to note are that:

- (1) whatever the form of hearing, real time transcription requires the permission of the court and therefore a specific court order;
- (2) the court will frequently wish to regulate to whom any such real-time transcript may be disseminated;
- (3) the relevant form, currently Ex 107 OFC will need to be completed both by the relevant party and the transcriber and submitted to the Judge when an order and his or her approval is sought.
- (4) any order should be provided to the transcribers and their usual practice should be to require sight of such an order rather than simply assuming such an order is in place and in any event they should provide or offer to provide the relevant form completed by them as appropriate.

SCHEDULE
FORM EX 107 OFC



Off-Framework – user permissions form (EX107 OFC)

When to use this form:

This form gives limited permission to prepare a transcript or report from a recording made other than by the court/tribunal, and where the court/tribunal are not contributing to the commissioning of those services.

Permission to use transcription services must be obtained from a Judge via completion of this form. *By exception, if permission is given verbally in the court/tribunal this form must be completed retrospectively and submitted to the court/tribunal for formal approval.*

The applicant must complete part 1 of this form, sections A and B, and it should then be passed to the member of the judiciary conducting the hearing. Once approval has been granted, the court should complete section C and this should be retained by the Judge's Clerk.

Part 1: For completion by requestor

A. APPLICANT / REQUESTOR AND REQUIREMENT FOR TRANSCRIPT

Name/address/email of applicant(s) (e.g. parties in the action):	
Your involvement in the case:	
Intended use of transcript:	
Details of any third party on whose behalf the transcript is to be prepared or any third party to whom the transcript will be provided	
Transcription supplier to be used:	

B. HEARING DETAILS

Court/Tribunal Name:	
Court/Tribunal Postal Address of hearing site:	
Court/Tribunal Hearing Room Number:	
Court/Tribunal Case Reference:	
Judge's Name:	
Date of Hearing:	
Reporting Restrictions imposed:	

Security marking allocated to the case (if known):	None	Official	Official Sensitive
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Secret		
	<input type="checkbox"/>		

C. For internal use: JUDICIAL APPROVAL

Approved:

Yes:

No:

Name and title of approver:

Date:

Once permission has been granted, the supplier must liaise with the court to confirm the following information:

- When they will attend the court to set up any necessary equipment in advance of the hearing. At the same time, the timeframes for the disassembling of any equipment must be agreed;
- Named contact for them to report to at the court;
- Whether the transcript needs to be approved by the judge before it can be finalised; and
- Details of where the transcript for approval must be sent.

Part 2, section D of this form must read by the transcription supplier and the declaration signed at section E. This should also be retained by the Judge's Clerk.

Part 2: For completion by approved transcription supplier

D. TERMS AND CONDITIONS APPLYING TO THE TRANSCRIPTION PROVIDER FOR PERMITTED TRANSCRIPTS AND REPORTS

In consideration for the Crown granting permission to the transcription provider to take a transcript or prepare a report in respect of the above hearing, you, the transcription provider, agree that the following provisions shall apply in respect of such transcript or report:

1. Court judgments and tribunal reports are protected by Crown copyright. Therefore, if and to the extent that any intellectual property rights are created (**Created IPR**) in the transcript or report you hereby assign to the Authority, with full title guarantee, title to and all present and future rights and interest in such rights or shall procure that the owner of such Created IPR assigns them to the Authority on the same basis.
2. If requested by the Authority, you shall, without charge to the Authority, execute all documents

and do all such acts as the Authority may require to perfect the assignment of Created IPR underparagraph 1, or shall procure that the owner of such rights does so on the same basis.

- 3. The Authority grants to you and to any third party specified in Part A above a limited, non-exclusive, non-assignable licence (with no right to sub-license) to use the transcript you prepare strictly for the intended use indicated above. In particular (and notwithstanding any description of the intended use provided), you may not:
 - 3.1 make publicly available (either by itself or as part of any other material);
 - 3.2 provide to a third party not specified above;
 - 3.3 otherwise publish (whether or not for payment of a fee) the whole or any part of the transcript.
- 4. You shall comply with any and all security markings stated in Box B above or as they become relevant to the hearing.
- 5. You shall provide a copy of the transcript or report you prepare, to the court at which the hearing takes place.
- 6. **The use of Hand Held audio equipment is permitted for use in the production of the Transcript(s) in this case only.**
- 7. In preparing the transcript or report, you shall comply with the information security requirements in Annex 1.
- 8. You shall obtain judicial sign off of any judgment before it is released to any party unless the judge specifically states it is not required.

E. DECLARATION BY TRANSCRIPTION PROVIDER

I agree to comply with the terms and conditions above in connection with the transcript/report of the hearing noted above.

NAME AND ADDRESS OF TRANSCRIPTION PROVIDER

.....

.....

.....

Signature

Date:

ANNEX 1

Information Assurance

1. SECURITY CLASSIFICATIONS DEFINITIONS

- 1.1. You shall abide by the following Government Security Classifications.
- 1.2. There are 3 security classifications (OFFICIAL, SECRET and TOP SECRET) indicate the increasing sensitivity of information AND the baseline personnel, physical and information security controls (see 2.2.5) necessary to defend against a broad profile of applicable threats. Additionally, there is a classification that refers to a limited amount of information which will be particularly sensitive but will still come under the OFFICIAL marking even if its loss or compromise could have severely damaging consequences. This more sensitive information will be identified by adding 'SENSITIVE' and must therefore be marked 'OFFICIAL-SENSITIVE':
- 1.2.1. **OFFICIAL**
The majority of information that is created or processed by the public sector. This includes routine business operations and services, some of which could have damaging consequences if lost, stolen or published in the media, but are not subject to a heightened threat profile.
- 1.2.2. **OFFICIAL-SENSITIVE**
This marking alerts Users to the enhanced level of risk and that additional controls are required. The need to know principle must be rigorously enforced for this information particularly where it may be being shared outside of a routine or well understood business process
- 1.2.3. **SECRET**
Very sensitive information that justifies heightened protective measures to defend against determined and highly capable threat actors. For example, where compromise could seriously damage military capabilities, international relations or the investigation of serious organised crime.
- 1.2.4. Each classification provides for a baseline set of personnel, physical and information security controls that offer an appropriate level of protection against a typical threat profile. As a minimum, all HMG information must be handled with care to comply with legal and regulatory obligations and reduce the risk of loss or inappropriate access. There is no requirement to mark routine OFFICIAL information.

2. TRANSMISSION OF INFORMATION

- 2.1. Transcription suppliers shall take reasonable steps in all cases to ensure secure transmission, including checking that recipient email addresses are accurate and genuine and requesting confirmation of receipt, and using read receipts as standard.
- 2.2. Where you facilitate your business via downloading and burning audio onto removable media for onward transmission, the Authority requires that you shall use an encrypted CD and only use secure methods of delivery, examples of which, includes Special Delivery or secure courier transfer.
- 2.3. You shall send all hard copy material, no matter what security classification via tracked mail using Special Delivery (or equivalent service) and double enveloping of the contents. The inner envelope should have the relevant security marking on it. The security marking MUST NOT be placed on the outer envelope, rather it should be marked "Addressee only".

General Guidance to be applied by Transcribers using their own IT devices to process MoJ /HMCTS information.

This Guidance was originally drafted for Transcribers but for the purposes of this contract will also apply to Suppliers and their personnel.

1. *Set a password on the device - MANDATORY*

It is important to add one as if the device is misplaced or stolen it will make it harder for someone to gain access to the device and any information on it.

2. *Set a timeout lock on the device - MANDATORY*

If the device were to be stolen whilst logged in, this will add some protection in minimising the time the device would be accessible (15 minutes or ideally a shorter time).

3. *Keep all software up to date – MANDATORY*

There are features that run locally (e.g. One Drive) which may create a connection to the internet. When services complete upgrades to their products they assume the latest (or no older than one version) products are in use. This will also allow support to be maintained and to be provided more cost effectively and consistently, and ensures that the device runs correctly.

4. *Install and enable anti-virus and anti-spyware – MANDATORY*

This is necessary to prevent malicious software gaining access to any information or corrupting or stealing data.

5. *Enable a firewall (Windows device) – MANDATORY*

This will also assist in protecting the device from malicious software.

6. *Use a non-Administrative Account for day to day work – MANDATORY*

If an unauthorised user were to gain access to your device this limits the amount of access and control they would have over the device.

7. *Only install trusted software from a trusted site - RECOMMENDED*

This is difficult to define accurately and hence the recommendation status. Untrusted software, will of course, increase the potential at best for unwanted/requested software to be installed and at worst malicious software.

IMPORTANT NOTE: If the device you are using does not comply with the above mandatory requirements, then do not use the device