



CUSTOMER

- and -

CRIMINAL RECORD AND BARRING SERVICE LTD

End User Licence Agreement
(for the provision of software as a service)

This Licence Agreement (“**Licence**”) is a legal agreement between you (“**Customer**”, “**you**”) and Criminal Record and Barring Service Ltd, a company registered in England and Wales with company registration number 08902474 whose registered office is at Kemp House, 152 City Road, London, EC1V 2NX (“**We**”, “**Supplier**”, “**Us**”).

UCMG Holdings Limited is a parent company of the Criminal Record and Barring Service. We license access to the Service to you on the basis of this Licence. We do not sell any Software or any Documentation to you. We remain the owners of the Software and Documentation at all times.

Registered office: Criminal Record and Barring Service Ltd, First Floor, Chiltern House Sigford Road, Marsh Barton Trading Estate, Exeter, England, EX2 8NL.

IMPORTANT NOTICE TO ALL USERS:

UPON REGISTRATION AND USE OF THE SERVICE THE CUSTOMER AGREES TO THESE TERMS AND CONDITIONS SET OUT WITHIN THIS DOCUMENT THE TERMS OF THIS LICENCE INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CLAUSE 12 LIMITATION OF LIABILITY.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, YOU MUST NOT ACCESS THIS SERVICE.

Operative Provisions:

1. INTERPRETATION AND DEFINITIONS

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Agreement understanding and acceptance of reciprocal legal rights and duties as defined in these Terms & Conditions.

Applicant	the individual whose details are provided to enable an online vetting and screening check.
Applicant Data	the data inputted by or on behalf of the Customer, Authorised Users, Applicant or CRBS on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services and any data obtained from the Applicant in relation to the Authorised Users.
Authorised Users	the Customer and if the Customer is a company those employees who are authorised by the Customer to use the Services.
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Change of Control	the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and controls, controlled and the expression change of control shall be construed accordingly.
Commencement Date	means the date on which the Customer is given access to the

	Services by the Supplier.
Confidential Information	information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 10.
Applicant Customer Data	the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.
DP Legislation	(a) until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK, including the Data Protection Act 2018 when implemented; and (b) then any successor legislation to the GDPR or the Data Protection Act 1998.
DBS	Disclosure and Barring Service.
Documentation	the document(s) made available to the Customer by the Supplier online via our Website or such other web address notified by the Supplier to the Customer from time to time which sets out, inter alia; <ul style="list-style-type: none"> 1. a description of the Services; 2. the user instructions for the Services; 3. the Privacy and Security Policy; and, the Back-Up Policy
DS	means Disclosure Scotland.
Effective Date	the date this agreement is entered into.
Fees	the fees payable by the Customer and/or the Applicant to the Supplier for the Services, as set out in Schedule 1.
Forecast	the number of applications the Customer intends to make via the Service within the following twelve months from the date of that forecast.
GDPR	the General Data Protection Regulation ((EU) 2016/679).
ICO	Information Commissions Office UK authority set up to uphold information rights.
Intellectual Property Rights	copyright, trademarks, design rights, patents, business names and domain names, rights in get- up, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
License Fee	the License Fee of £49.99 inc VAT (or as otherwise specified to the Customer by the Supplier from time to time) which is payable by the Customer to the Supplier for the User Subscription.

Normal Business Hour	9.00 am to 5.00 pm local UK time on each Business Day.
Privacy and Security Policy	the CRBS privacy policy set out on the website
Services	the subscription services provided by the Supplier to the Customer under this agreement via our Website.
Software	the online software applications provided by the Supplier as part of the Services.
Special Categories of Data	is personal data which is more sensitive, and requires more protection.
Subscription Term	means the term of this agreement.
Support Services Policy	the Supplier's policy for providing support in relation to the Services as made available via the Website.
User Subscription	the user subscription purchased by the Customer pursuant to clause 2.1 which entitles Authorised Users to access to the Services and the Documentation in accordance with this agreement via the Website.
Virus	anything or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices
Website	criminalrecordandbarringservice.co.uk, www.crb-checkonline.co.uk or any other website of the Company notified from time to time.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.9 A reference to writing or written includes e-mail.
- 1.10 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.

In the case of conflict or ambiguity between the provisions of this agreement, the conflict or ambiguity shall be resolved in accordance with the following order of precedence:

- Schedule 1 (Fees);
- Terms and Conditions (Agreed Terms); and
- any applicable Appendices.

2. USE OF THE SERVICE

- 2.1 Subject to the Customer paying the License Fee and Application Fee and agreeing to the restrictions set out in this clause 2 and the other terms and conditions of this agreement (and to satisfactorily passing a credit reference check if appropriate), the Supplier hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.
- 2.2 In relation to the Authorised Users, the Customer undertakes that:
 - 2.2.1 the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User accounts it has purchased from time to time;

- 2.2.2 where an individual ceases to be an Authorised User, the Customer shall inform CRBS.
- 2.2.3 By signing up to this agreement, the Customer is agreeing to receive service emails from The Supplier. Service emails contain vital information about the operation of The Supplier, its systems and the Services. In order to provide the Services to you, The Supplier needs to be able to send service emails which may contain information relating to The Supplier system updates, updates to The Suppliers Terms and Conditions, information on product development and process updates. You cannot opt out of service emails.
- 2.2.4 procure that each Authorised User and Applicant (if applicable) will keep a secure password for their respective use of the Services which will be kept confidential and will ensure that such passwords shall be changed on a regular basis;
- 2.2.5 it shall permit the Supplier to audit the Services in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;
- 2.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that is in breach of the Content Standards and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.
- 2.4 The Customer shall not:
 - 2.4.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - (a) and except to the extent expressly permitted under this agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - (b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
 - 2.4.2 access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
 - 2.4.3 use the Services and/or Documentation to provide services to third parties; or
 - 2.4.4 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or

- 2.4.5 attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2;
- 2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.
- 2.6 The Customer hereby warrants that they shall not use data provided by the Supplier via the Service in such a way to contravene the Data Protection Act 1998 and that it will not, through any act or omission do anything which puts the Supplier in breach of the Data Protection Act 1998.
- 2.7 The Customer warrants that they are and will remain compliant with the requirements of the DBS and/or DS and shall take no action nor make any omissions that puts the Supplier in breach of DBS and/or DS terms.
- 2.8 The Customer warrants that it will provide the correct definition attributed by the DBS and/or DS to it and/or attributed to any individual whose details are to be checked as part of the Services, by way of example and without limitation, "Volunteer".
- 2.9 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.
- 2.10 The Supplier reserves the right to obtain a credit reference check on the Customer prior to providing the Services. If such a check is not satisfactory in the opinion of the Supplier, the Supplier shall, without any liability to the Customer, be entitled to terminate this agreement with immediate effect, in which case the Supplier will refund to the Customer any fees already paid under this agreement.
- 2.11 The Customer agrees that any Additional Authorised Users will be charged as documented in Schedule 1.

3. SCOPE OF SERVICES

- 3.1 The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this agreement.
- 3.2 The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:
 - 3.2.1 planned maintenance carried out during the maintenance window of 7.00 pm to 6.00 am UK time; and
 - 3.2.2 unscheduled maintenance performed outside Working Hours, provided that The Supplier has used reasonable endeavours to give the Customer at least 2 Working Hours' notice in advance.
- 3.3 The Supplier will, as part of the Services and at no additional cost to the Customer, provide the Customer with the Supplier's standard customer support services during Normal Business Hours in accordance with the Supplier's Support Services Policy in

effect at the time that the Services are provided. The Supplier may amend the Support Services Policy in its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately at the Supplier's then current rates.

- 3.4 The Supplier shall provide to the Customer an element of its Services by Short Messaging Service where the Customer has provided a working UK mobile telephone number to the Supplier.
- 3.5 Provided that such changes do not adversely affect the Services, The Supplier shall be entitled to make changes to the Services from time to time. In addition, to its rights in the previous sentence, The Supplier shall be entitled to make changes to the Services from time to time (whether such change adversely affects the Services or not) for the purpose of:
 - 3.5.1 maintaining the security and/or performance and/or availability of the Services;
 - 3.5.2 complying with changes to Applicable Laws; or
 - 3.5.3 complying with the requirements of The Suppliers key contracts.

4. APPLICANT DATA AND DATA PROTECTION LEGISLATION

- 4.1 For the purpose of this clause "Data Processor", "Data Subject", "Data Controller", "Process" and "Personal Data" shall have the meaning set out in GDPR.
- 4.2 With respect to the parties' rights and obligations under this agreement, the parties agree that in respect of all Customer Data and Applicant Data, the Customer is the Data Controller, The Supplier is the Data Processor and the Applicant is the Data Subject.
- 4.3 The Applicant shall own all right, title and interest in and to all of the Applicant Data and the Results and shall have sole responsibility for the accuracy and reliability of the Applicant Data.
- 4.4 The Customer shall not hold data provided to it through the Service for more than six months.
- 4.5 The Supplier shall provide the Customer with access links to enable the Customer to download clear certificates (i.e. where there are no citations) returned as part of the Service for a period of no more than six months from the date the link first becomes live.
- 4.6 The Supplier shall follow its archiving procedures for Applicant Data as set out in its Back-Up Policy. In the event of any loss or damage to Applicant Data, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Applicant Data from the latest back-up (if any) of such Applicant Data maintained by the Supplier in accordance with the archiving procedure described in its Back-Up Policy.
- 4.7 The Supplier shall not be responsible for any loss, destruction, alteration or disclosure

of Applicant Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Applicant Data maintenance and back-up).

- 4.8 The Supplier shall, in providing the Services, comply with its Privacy and Security Policy relating to the privacy and security of the Applicant Data.
- 4.9 If the Supplier processes any personal data on the Customer's behalf when performing its obligations under this agreement, the parties record their intention that the Customer shall be the data controller and the Supplier shall be a data processor and in any such case:
 - 4.9.1 the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to the Supplier so that the Supplier may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's behalf;
 - 4.9.2 the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; and
 - 4.9.3 each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.
- 4.10 The Customer may complete the application on behalf of the Applicant, provided the Applicant's consent has been obtained.
- 4.11 The Customer and the Applicant shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Applicant Data. The Supplier hereby disclaims all liability for the results of any checks where the Applicant Data is incorrect or inaccurate.
- 4.12 The Customer will comply with GDPR and the Data Protection Legislation in all respects. The Customer is responsible for obtaining all necessary consents from the Applicant with regard to transfer of the Applicant's Personal Data to The Supplier.
- 4.13 The Customer warrants that it has all necessary and appropriate consents and notices in place to enable the lawful transfer of the Personal Data to The Supplier. The Supplier will process the Personal Data in accordance with the Customer's written instructions and upon receiving appropriate consents from the Applicant.
- 4.14 The Customer will indemnify The Supplier against all claims, losses, fines or damages suffered by the Supplier arising out of the Customer's breach.
- 4.15 The Supplier warrants that it will comply with all applicable Data Protection Legislation in line with schedule 4.
- 4.16 The Supplier will report data breaches as necessary to the Customer, Applicant and ICO in line with the Supplier procedures.
- 4.17 The Supplier will within two Working Days of receiving a complaint or request from a Data Subject under the Data Protection Legislation, forward the complaint or

request to the Customer.

- 4.18 The Supplier will assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with the Customer's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.
- 4.19 The Supplier will at the written direction of the Customer (where permissible under Data Protection Legislation), delete or return all Personal Data and copies of any Personal Data at the Customer's cost to the Customer on termination of the agreement unless required by Applicable Laws and The Suppliers' data retention policy to store the Personal Data.
- 4.20 The Supplier shall update Applicant Data when the Customer has notified The Supplier of any changes.
- 4.21 The Customer will indemnify The Supplier against all claims, losses, fines or damages suffered by The Supplier arising out of the Customer's failure to comply with the Data Protection Legislation and this agreement.
- 4.22 The Supplier will not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and the Customer agrees to The Supplier using third-party processors where necessary for it to perform the Services and if such transfer is to take place and third -party processors are used it will put in place written contracts that comply with GDPR.
- 4.23 The Supplier will not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and the Customer agrees to The Supplier using third-party processors where necessary for it to perform the Services and if such transfer is to take place and third -party processors are used it will put in place written contracts that comply with GDPR.
- 4.24 The Customer acknowledges that The Supplier cannot process certain Personal Data outside of the EEA without adequate protection and the consent of the Applicant. No Applicant Data is transferred outside the EEA. The vetting and screening service is predominately in the UK.

5. THIRD PARTY PROVIDERS

- 5.1 The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and/or the Supplier's website and that it does so solely at its own risk. The Supplier makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made

available via the Services.

- 5.2 The Supplier shall not be liable for any breaches of this agreement resulting directly or indirectly from the action and/or inaction of DBS and/or DS, including, without limitation, any change to the DBS and/or DS code of practice.

6. SUPPLIER'S OBLIGATIONS

- 6.1 that the Services will be supplied with reasonable skill and care and in accordance with Schedule 4; and

- 6.2 The Supplier is permitted to use the Applicant Anonymised Data to undertake system development and testing.

- 6.3 The Supplier shall ensure that all necessary IT security accreditation is maintained.

- 6.4 The Supplier employs a qualified Business Manager. All data requests, information requests, opt out of marketing requests are managed and controlled by the Business Manager.

- 6.5 The Supplier shall provide upon request a template of the Policy on the Recruitment of Ex-offenders.

- 6.6 The supplier is not responsible for any delays, processing delivery failures caused by any third party.

- 6.7 The Supplier is not responsible for any errors, mistakes or omissions provided in any data received from any third parties.

- 6.8 The information provided on our Website and systems is for guidance only and should not be considered as a substitute for obtaining legal, professional and/or regulatory advice.

- 6.9 The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, the Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1. Notwithstanding the foregoing, the Supplier:

- 6.9.1 does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and

- 6.9.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that

the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

- 6.10 This agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.
- 6.11 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.
- 6.12 The Supplier will make reasonable endeavours to provide the Customer with a single point of contact "Dedicated Account Manager". Such individual shall be notified to the Customer during the provision of the Service.
- 6.13 The Supplier will make reasonable endeavours to ensure the Dedicated Account Manager is available from 9:00am to 5:00pm on any Business Day.
- 6.14 The Supplier reserves the right to charge the Dedicated Account Manager for any time and without prior notice to the Customer including, without limitation, in the event of any temporary absence of the Dedicated Account Manager, for example due to sickness or leave.

7. CUSTOMER'S OBLIGATIONS

- 7.1 The Customer shall:
 - 7.1.1 provide the Supplier with:
 - 7.1.2 (a) such reasonable co-operation in relation to this agreement; and
 - (b) all reasonable access to such information as may be reasonably required by the Supplier; to carry out its obligations in accordance with this agreement.
- in order to provide the Services, including but not limited to Applicant Data, security access information and configuration services;
- 7.2 provide a true, complete and accurate Forecast on the Effective Date and from time to time as the suppliers require. The parties agree that the Supplier will use the information provided in the Forecast to calculate the relevant Application Fees. The Supplier reserves the right to amend the Application Fees due if the Forecast proves to be inaccurate.
 - 7.3 ensure that all information provided to the Supplier is accurate and correct and that it has all necessary permissions and consent to provide such information to the Supplier in accordance with this agreement and that such information is provided in accordance with the then correct DBS and/or DS code of practice and/or terms.
 - 7.4 comply with all applicable laws and regulations with respect to its activities under this agreement;

- 7.5 carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary.
- 7.6 ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement.
- 7.7 obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this agreement, including without limitation the Services.
- 7.8 ensure that its network, security and systems during all stages of the check comply with the relevant legislations.
- 7.9 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- 7.10 be responsible for ensuring it has all necessary third-party permissions required to enable it to enjoy the Service.
- 7.11 comply with any requests made by the Supplier where it is subject of an audit of the DBS and/or DS.
- 7.12 ensure that their use of the Service adheres to relevant legislation, including, without limitation, the Rehabilitation of Offenders Act 1974, the Exceptions Order 1975 (as applied to the Rehabilitation of Offenders Act 1974) and the Data Protection Act 1998.
- 7.13 The Customer shall be solely responsible for ensuring that applications are eligible for processing within 3 months of application creation date and submission for processing. In the event that such applications are not completed within the aforesaid three-month timeframe, The Supplier may delete such applications from its systems in accordance with its internal data retention policy and GDPR. The Supplier shall issue a refund to the Customer in respect of each cancelled application within 10 Business Days.
- 7.14 The Customer shall be responsible for ensuring all Applicant Data is kept up to date in accordance with all Data Protection Legislation.
- 7.15 The Customer hereby authorises The Supplier to process Applicant Data in accordance with Schedule 4.
- 7.16 The Customer shall allow subject to agreement and reasonable notice during office hours The supplier and any auditors or approved advisers to The Supplier, in order to conduct audits in accordance with the provisions of Schedule 3.
- 7.17 It is the responsibility of the Customer to ensure they have a written policy on the secure handling of information provided by the DBS electronically or otherwise, and make it available to individuals at the point of requesting them to complete a DBS application form or asking consent to use their information to access any service that the DBS provides.

- 7.18 It is the responsibility of the Customer to ensure they have a written policy on the recruitment of ex-offenders for employment in relevant positions. This should be available upon request to potential Applicants.

8. FEES AND PAYMENT

- 8.1 The Customer shall pay an initial Licence Fee, Application Fee, Additional User Fee and any other Fees that may be relevant to the Supplier in accordance with this clause 8 and Schedule 1 (Fees).
- 8.2 Application Fee Payments shall be calculated based on the Forecast provided by the Customer to the Supplier in accordance with this agreement. The Supplier reserves the right to adjust the Application Fee by giving 30 days' notice.
- 8.3 Where the Forecast is either in excess or short of the applications made via the Service in any given period, the Supplier reserves the right to adjust the Application Fee giving 30 days' notice.
- 8.4 The Customer shall, in good time to give effect to these terms and conditions, provide to the Supplier valid, up-to-date and complete credit card details to the Supplier and any other relevant valid, up-to-date and complete contact and billing details which the Supplier requests.
- 8.5 The Customer hereby authorises The Supplier to bill such credit card or other payment method as elected:
- 8.5.1 on or after the Effective Date for the Licence Fee; and/or subject to clause 13.1, for the Application Fee payable as determined by The Supplier;
 - 8.5.2 The Customer shall pay each invoice submitted by the Supplier;
 - 8.5.3 within 5 working days of the date of the invoice ("Due Date"); and
 - 8.5.4 in full and in cleared funds to a bank account nominated by the Supplier in accordance with any special payment arrangements as agreed with the Supplier; Time for payment of the Supplier invoices shall be of the essence.
- 8.6 Payment of any invoice is due immediately on the date of the invoice. If the Supplier has not received payment within 5 working days after the due date, and without prejudice to any other rights and remedies of the Supplier:
- 8.7 Payment of any invoice is due in line with clause 8.6. If the Supplier has not received payment by the Due Date, The Supplier will contact the Customers for prompt payment.
- 8.7.1 the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

- 8.7.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of Lloyds Bank plc, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 8.7.3 where the Customer incorrectly disputes a legitimate card payment to the supplier, and the funds are withdrawn from the Supplier a £15.00 administration fee is chargeable to the Customer. This charge is payable, along with the original amount disputed, before account access will be re enabled.
- 8.7.4 the Supplier reserves the right to engage a debt recovery agent (to recover payment of the debt due) should the Customer fail to pay sums due to the Supplier. All associated recovery costs will be payable by the Customer.
- 8.8 All amounts and fees stated or referred to in this agreement:
- 8.8.1 shall be payable in pounds sterling;
- 8.8.2 are, subject to clause 12.4, non-cancellable and non-refundable; and
- 8.8.3 are exclusive of value added tax unless indicated otherwise, which shall be added to the Supplier's invoice(s) at the appropriate rate unless otherwise indicated by the Supplier.
- 8.9 The Supplier shall be entitled to increase the License Fee, and/or the Application Fees upon 30 days prior notice to the Customer and Schedule 1 shall be deemed to have been amended accordingly.
- 8.10 The supplier is not responsible or liable for a refund if the DBS/Police have withdrawn an application.
- 8.11 The Supplier reserves the right to credit check Customers upon commencement of the Services. The credit score is monitored on a regular basis to ensure the Customer maintains a healthy credit rating.
- 8.12 The Supplier reserves the right to request a retainer for Customers who do not pass the independent credit check which, if requested, shall be paid by the Customer prior to the Service commencing.
- 8.13 The Supplier reserves the right to settle any unpaid invoices arising from vetting and screening checks from the retainer held on your behalf.
- 8.14 Any Retainer received by The Supplier will be held in a general client account, the Customer is unlikely to receive as much interest as they might have obtained had they held and invested the money themselves. The Retainer shall be held by The Supplier and returned to the Customer less any amounts that The Supplier is entitled to retain as payment for fees and/or expenses. The Supplier shall be entitled to retain any accrued interest, within 30 days of termination or expiry of this Agreement. The Supplier will return any held retainer at such time as the Customers Credit score reaches the required level within 30 days.
- 8.15 A discretionary referral fee may be awarded to Associations/Foundations that refer

their members. The referral amount would be agreed and payable upon the new customer using the service.

9. PROPRIETARY RIGHTS

- 9.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services. The results shall be the property of the Applicant. Except as expressly stated herein, this agreement does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services.
- 9.2 The Customer grants an irrevocable worldwide royalty free licence of its Intellectual Property rights to the Supplier except where such Intellectual Property is Confidential Information.
- 9.3 The Customer acknowledges that, in order to enjoy the benefit of the Services, it may be necessary to grant a licence to Applicant Data to third parties including, without limitation, DBS and/or DS.
- 9.4 The Customer acknowledges that it may need to obtain licenses from and/or pay fees to third parties such as, without limitation, the DBS and/or DS to enable it to enjoy the benefits of the Services.

10. CONFIDENTIALITY

- 10.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:
- 10.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
 - 10.1.2 was in the other party's lawful possession before the disclosure;
 - 10.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - 10.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - 10.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 10.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.
- 10.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

- 10.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 10.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.
- 10.6 The parties acknowledge that Applicant Data is not Confidential Information.
- 10.7 This clause 10 shall survive termination of this agreement, however arising.
- 10.8 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 10.9 The Supplier acknowledges that the Applicant Data is the Confidential Information.

11. IPR INDEMNITY

- 11.1 The Customer shall indemnify The Supplier against all claims, losses, fines or damages suffered by The Supplier arising out of any claim made by a third party against The Supplier for infringement of that third party's intellectual property rights arising out of The Suppliers use of the Customer Materials and any IPR claim.
- 11.2 If a third party makes a claim, or notifies an intention to make a claim, against The Supplier which may reasonably be considered likely to give rise to a liability under clauses 11, The Supplier shall:
 - 11.2.1 immediately notify the Customer of the IPR Claim;
 - 11.2.2 provide the Customer with such reasonable assistance, documents, records and information as requested;
 - 11.2.3 not make any admission of liability, agreement or compromise;
 - 11.2.4 allow the other party to conduct all negotiations and proceedings; and
 - 11.2.4 Nothing in this clause shall restrict or limit The Suppliers general obligation At Law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this clause 12.
- 11.3 The Supplier shall defend the Customer, its officers, directors and employees against any claim that the Services or Documentation infringes any patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality (to the extent any or all of the above are enforceable in England and Wales), and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
 - 11.3.1 the Supplier is given prompt notice of any such claim;
 - 11.3.2 the Customer provides reasonable co-operation to the Supplier in the

defence and settlement of such claim, at the Supplier's expense; and

- 11.3.3 the Supplier is given sole authority to defend or settle the claim.
- 11.4 In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 11.5 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
 - 11.5.1 a modification of the Services or Documentation by anyone other than the Supplier; or
 - 11.5.2 the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or
 - 11.5.3 the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.
- 11.6 The foregoing and clause 12.4 states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

12. LIMITATION OF LIABILITY

- 12.1 This clause 12 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:
 - 12.1.1 arising under or in connection with this agreement;
 - 12.1.2 in respect of any use made by the Customer of the Services and Documentation or any part of them; and
 - 12.1.3 in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

The Supplier shall have no liability arising from any failure on the part of the Customer to comply with its obligations in relation to Right to Work checks including those obligations set out in the Data Protection Legislation.

- 12.2 Except as expressly and specifically provided in this agreement:
 - 12.2.1 the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the

- Services, or any actions taken by the Supplier at the Customer's direction;
- 12.2.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
- 12.2.3 the Services and the Documentation are provided to the Customer on an "as is" basis.
- 12.3 Nothing in this agreement excludes the liability of the Supplier:
- 12.3.1 for death or personal injury caused by the Supplier's negligence; or
- 12.3.2 for fraud or fraudulent misrepresentation.
- 12.4 Subject to clause 12.2 and clause 12.3:
- The total aggregate liability of The Supplier for all defaults arising out of or in connection the Agreement, whether in contract, tort, negligence, breach of statutory duty, indemnity or otherwise shall in no event exceed;*
- 12.5.2 For insured claims - £5000,000: and
- 12.5.3 For uninsured claims, the total amount paid by the Customer to The Supplier for the Services in the 12-month period prior to the date of the breach.
- 12.5 The Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement.
- 12.6 For the term of this agreement, The Supplier shall maintain the appropriate Professional Indemnity and Public Liability insurance protection.

13. TERM AND TERMINATION

- 13.1 This agreement shall commence on the Effective Date and shall continue unless:
- 13.1.1 either party notifies the other party of termination, in writing, in which case this agreement shall terminate with immediate effect; or
- 13.1.2 otherwise terminated in accordance with the provisions of this agreement;
- The Supplier terminates for convenience, it refunds any fees paid in advance giving 30 days' prior written notice to the Customer.
- 13.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- 13.2.1 the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 28 days after being notified in writing to make such payment;

- 13.2.2 the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
 - 13.2.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 13.2.4 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 13.2.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 13.2.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
 - 13.2.7 the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
 - 13.2.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - 13.2.9 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
 - 13.2.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2.4 to clause 13.2.10 (inclusive);
 - 13.2.11 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
 - 13.2.12 there is a change of control of the Customer.
- 13.3 On termination of this agreement for any reason:
- 13.3.1 all licences granted under this agreement shall immediately terminate;
 - 13.3.2 each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

- 13.3.3 the Supplier may destroy or otherwise dispose of any of the Applicant Data in its possession immediately.
- 13.3.4 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.
- 13.3.5 Nothing in this agreement shall prevent The Supplier from withdrawing all or part of the Services at any time during the term of this agreement upon such written notice to the customer as the Supplier.

14. FORCE MAJEURE

The Supplier shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

15. CONFLICT

If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.

16. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18. RIGHTS AND REMEDIES

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

19. SEVERANCE

- 19.1 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the

other provisions shall remain in force.

- 19.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

20. ENTIRE AGREEMENT

20.1 This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

20.2 Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement.

21. ASSIGNMENT

21.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

21.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

22. NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

23. THIRD PARTY RIGHTS

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

24. NOTICES

24.1 Any notice required to be given under this agreement shall be in writing or e-mail.

24.2 Where a notice is given by writing it shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes.

24.3 A notice delivered by hand shall be deemed to have been received when

delivered (or if delivery is not in business hours, at 12:00 pm on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

- 24.4 Where a notice is given by e-mail from the Supplier to the Customer, it shall be to the e-mail address used by the Supplier to provide the Services to the Customer (which may, as example, have been provided by the Customer to the Supplier when registering to use the Service;
- 24.5 Where a notice is given by e-mail from the Customer to the Supplier, it shall be sent to the address: info@crbsltd.co.uk or as otherwise indicated by the Supplier from time to time.
- 24.6 Notice delivered by e-mail shall be deemed to have been received twenty-four hours after being sent unless the sender has received a response from the recipient sooner, or where a failure notice is returned.

25. GOVERNING LAW AND JURISDICTION

- 25.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 25.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1

Application Fees

The Customer shall pay the Supplier the relevant Application Fee dependant on the level of Service required by the Customer and as detailed below.

Product	[X] number of Searches Per Annum	DBS Charge	[CRBS Ltd Fee]	Total Charge
		(each)	(each incl VAT)	(each incl VAT)
Enhanced Disclosure	1 – 100	£44.00	£22.00	£66.00
	101 – 250	£44.00	£20.00	£64.00
	251 – 500	£44.00	£16.00	£60.00
	501 and over	£44.00	£14.00	£58.00
Standard Disclosure	1 – 100	£26.00	£22.00	£48.00
	101 – 250	£26.00	£20.00	£46.00
	251 – 500	£26.00	£16.00	£42.00
	501 and over	£26.00	£14.00	£40.00
Volunteer Disclosure	1 – 100	£0.00	£22.00	£22.00
	101 – 250	£0.00	£20.00	£20.00
	251 – 500	£0.00	£16.00	£16.00
	501 and over	£0.00	£14.00	£14.00
Basic Disclosure	1 and 100	£25.00	£22.00	£47.00
	101 – 500	£0.00	£20.00	£45.00
	501 and over	£0.00	£18.00	£43.00

SCHEDULE 2

SERVICE LEVEL

Criminal Records and Barring Services Ltd (“CRBS”) Online DBS and/or DS service

CRBS will be responsible for Countersigning DBS and/or DS Disclosure applications electronically.

1. Support

1. CRBS will be available to receive customer calls between the hours of 8.30am and 5.30pm Monday to Friday other than on public and bank holidays in the UK.
2. CRBS will use all reasonable endeavours to assist with any issues relating to the availability of the system and any queries concerning use of the system.
3. Response times to any issues will be within 2 working hours.

SCHEDULE 3

AUDIT

1. The Customer shall allow CRBS and any auditors of or approved advisers to CRBS to access any of the Customer's premises, personnel and relevant records as may be reasonably required in order to:
 - a. fulfil any legally enforceable request by any regulatory body; or
 - b. undertake verifications of the accuracy of the Charges or identify suspected fraud; or
 - c. undertake verification that all obligations of the Customer are being performed in accordance with this agreement; or
 - d. undertake verification of any elements of the Services as may be required by CRBS licensors.
2. CRBS shall ensure that the conduct of each audit does not cause unreasonably disrupt the Customer or delay the provision of the Services to the Customer and that, individual audits are co-ordinated with each other to minimise any disruption. CRBS may agree to conduct desk top audit to ensure disruption is minimised.
3. Subject to Customer's obligations, including that of confidentiality, the Customer shall provide CRBS (and its auditors and other advisers) with reasonable co-operation, access and assistance in relation to each audit."
4. CRBS shall provide at least 5 Working Days' notice of its intention to conduct an audit unless such audit is conducted in respect of a suspected fraud, in which event no notice shall be required.
5. The parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this Schedule 3, unless the audit identifies a breach by the Customer, in which case the Customer shall reimburse CRBS for all its reasonable costs incurred in the course of the audit.
6. If an audit identifies that:
 - a. the Customer has failed to perform its obligations under this agreement, without prejudice to the other rights and remedies of CRBS, the Customer shall take the necessary steps to comply with its obligations at no additional cost to CRBS:

SCHEDULE 4

Processing, Personal Data and Data Subjects

1. Processing by the Supplier

- **Processed lawfully, fairly and in a transparent way**

Data is processed for the specific purposes for the provision of online vetting and screening services to Customers and Applicants. The Customer must inform the Supplier in writing of the types of checks to be carried out on the Applicant Data. Both Customers and Applicants sign a consent prior to using the Service so they are aware of the data processing requirements. The purposes for the which the data will be processed are clear and transparent to the Applicants.

- **Collected for specific, explicit and legitimate purposes, and not further processed in a manner incompatible with those purposes**

The vetting and screening checks are used as a verification service for employers to ensure Applicants have the appropriate qualifications and security freedom to work within given sectors.

- **Adequate, relevant and limited to what is necessary in relation to the purpose for which they are processed**

The Applicant Data captured and collected by the system is mandated by legislative and contractual requirements the Police Act, Safeguarding Vulnerable Groups Act, Rehabilitation of Offender Act, UK Visas and Immigration, Disclosure & Barring Service, Disclosure Scotland, Driver Vehicle Licensing Authority and the Protection of Freedoms Act we do not collect any other information.

- **Accurate and, where necessary, kept up to date**

The Applicant Data collected must meet legislative guidelines and therefore MUST be current information dated within 3 months of completing a vetting and screen check. In the event that such applications are not completed within the aforesaid three-month timeframe, the Supplier may delete such applications from its systems in accordance with its internal data retention policy and GDPR. It is a requirement that employers conduct visual checks on the documentation submitted, prior to processing the vetting and screening checks.

Retained only for as long as necessary

Applicant Data is only kept for the vetting and screen purposes only. Following the checks taking place, the Applicant Data save as set out below is deleted after 6 months. However, due to the nature of processing personal data relating to criminal convictions and offences, it is a legal and/or regulatory requirement that this part of the Applicant Data is kept for a period of 2 years following the leave date of said Applicant. We will retain audit and system data for a period of 24 months after employment has ceased then the data is deleted. (NOTE - this data is retained pending any external requests by the DBS, external audit agencies or police).

- **Processed securely, in an appropriate manner to maintain security**

- *Applicant Data is held securely and appropriately on site with backup servers in the UK ONLY.*
- *No Applicant Data is transferred outside the EEA without adequate protection. The vetting and screening service is predominately in the UK.*

HR PLATFORM					
Short Term Applicant Data - Destroyed after 6 months (after the result has been issued)	Title	Country of Birth	Surname Change	Passport	Dates
	Gender	Nationality at Birth	Surname at Birth	Email	5 Year address history
	Other name	Town of Birth	Used Till	Telephone	From
	Foreman/Surname)	County of Birth	NI Number	Convictions	To
	Mothers Maiden Name	Nationality Change			
		Current Nationality			
Long Term Applicant Data - Keep the data 2 years once the leave data has been entered into the Leavers Box	Forename	Address Line 1	Driving Licence		
	Middle name(s)	Line 2			
	Surname	Town			
	DOB	County			
		Country			
		Postcode			

HR PLATFORM						
Product	<i>DBS/DS Basic Disclosure</i>	<i>DBS Standard & Enhanced Disclosure</i>	<i>DVLA</i>	<i>ADVERSE CREDIT</i>	<i>IDENTITY CHECK</i>	<i>RTW</i>
Indicative Notice / Result Deleted after results	Expiring 6 Months After Results	Expiring 6 Months After Results	Retained In-Line with Consent Date 3 Years	Expiring 6 Months After Results	Expiring 6 Months After Results	N/A
Other Deleted 2 years after employment ceases	Org Reference Disclosure Ref Number Date Certificate Issued (2 Yrs. After Employment Ceases)	Org Reference Level of Check Position Applied for Disclosure Ref Number Date Certificate Issued Adult First Process (2 Yrs. After Employment Ceases)	E Consent (Current Yr. Plus 6 Yrs.)			RTW Report/Uploaded Documents (2 Yrs. After Employment Ceases)
Product Selection	It is the customers' responsibility to select the checks required through the product selection screen. If this is not completed, then the application will be deleted 3 months from the date of creation. If the ID check and Section Y has not been completed within 3 months then the application will be deleted.					
System Audit & system notes, ID checker and ID check data	We will retain audit and system data for a period of 24 months after employment has ceased then the data is deleted. (NOTE - this data is retained pending any external requests by the DBS, external audit agencies or police).					
Deletion of Personal Data for our System	All personal data is deleted 24 months after employment has ceased. The only information held on our system will be the applicant reference number, client reference number and DBS reference number					

DBS Assist	DBS Standard & Enhanced Disclosure
Indicative Notice / Result Deleted after results	Expiring 6 Months After Results
Other Deleted 1 years after employment ceases	Org Reference Level of Check Position Applied for Disclosure Ref Number Date Certificate Issued Adult First Process
Product Selection	It is the customers' responsibility to select the checks required through the product selection screen. If this is not completed, then the application will be deleted 3 months from the date of creation. If the ID check and Section Y has not been completed within 3 months then the application will be deleted.
System Audit & system notes, ID checker and ID check data	We will retain audit and system data for a period of 12 months after employment has ceased then the data is deleted. (NOTE - this data is retained pending any external requests by the DBS, external audit agencies or police).
Deletion of Personal Data for our System	All personal data is deleted 24 months after employment has ceased. The only information held on our system will be the applicant reference number, client reference number and DBS reference number.

DBS ASSIST	PII		
Short Term Applicant Data - Destroyed after 6 months (after the result has been issued)	Title	Email	Dates
	Othername	Telephone	5 Year
	Nationality at Birth	Convictions	Address Line 1
	Nationality Change	Passport	Line 2
	Current Nationality	Driving Licence	Town
	Surname Change	Gender	County
	Surname at Birth	NI Number	Country
	Used Till		Postcode
Long Term Applicant Data - Keep the data 2 years once the leave data has been entered into the Leavers Box	Forename	DOB	Address Line 1
	Middlename(s)		Line 2
	Surname		Town
			County
			Country
			Postcode