

Standard Terms of Business - Security & Vetting Solutions Ltd

Online Disclosures Portal.

1. DEFINITIONS

"Application information" means information the potential candidate, job applicant or current employee provides to us so that we can perform the services.

"Fees" means the fees or charges you pay for the services. These are our published fees for our services (unless otherwise agreed by us in writing).

"Commencement date" means the date on which we accept you as a client or account holder or you started using the service.

"Company group members" means your subsidiaries, holding company or the other subsidiaries of your holding company (or all of these).

"Information" means the results, reports and the information that we give you, including any information that does not directly relate to the services.

"Fees" means the schedule attached to these conditions, or any other schedule agreed by you and us, which contains details of your use of our services and refers to these conditions.

"Services" means the services we provide to you.

"We" means Security & Vetting Solutions Limited (registered number 05351556). Our registered office is at Ridge House, Colden Common, Winchester, Hampshire, SO21 1UX. Our operating address is 14A Humphrey Farms, Hazeley Road, Twyford, Hampshire, SO21 1QA.

"Website" means the website at www.security-vetting.co.uk or another website through which we offer and or deliver the services.

"Online Disclosures Portal" means the portal that is accessed for the purposes of completing criminal record disclosures. These are government published and maintained.

"Code of Practice" means the processes and practices to which you must adhere for the purposes of producing criminal record checks.

"Authorisation wording" means wording supplied by the company to the client to obtain the client candidates' permission to carry out the relevant checks

"You or client" means the person, firm or company which we accept as a customer or account holder for the services.

The headings used in these conditions are for convenience only and do not affect these conditions.

2. DURATION AND APPLICATION

1. These conditions will come into effect on the commencement date and continue in force for the agreed period or if no predetermined period is agreed then they will remain in force until we or you end them.

3. THE SERVICES

Criminal record disclosures services by providing access to the Online Disclosures Portal

1. We will provide the services in line with these conditions. You must use the services and information in line with these conditions.
2. We can suspend or stop providing the service at any time for:
 - System maintenance

- The services are not being used in accordance with these terms
- Data breach, suspected or proven
- Code of conduct non-compliance.

Fees will remain payable in accordance with these terms.

3. We will only provide information to you based on the services you have requested. We will not make comment on any candidates' application and the decision to act on or not act on the information supplied by the company is entirely the client's decision alone.
4. We will supply, you the client, with information gained from reputable sources such as a data house, third party information providers, employers and character referees. We will endeavor to use only reputable sources of information. We warrant that the information supplied by us is as it has been passed to us. We do not guarantee the accuracy of the information provided to us by 3rd party suppliers.

4. LICENCE

We licence you non-exclusive use of the Online Disclosure Portal for the purpose of the services for the duration of the term.

1. You may not permit
 - No unauthorized used access to the Online Disclosures Portal.
 - Transmission of data to any unauthorized third party or any location outside the European Union.
 - Use of the Online Disclosure Portal from outside the European Union.
2. You are not permitted to copy, modify, reverse engineer, unbundle, restrict any part of the service or results unless that part is expressly provided as part of the service or it is required by law.
3. You agree appoint authorised users who will comply with these terms and keep secure system access passwords and that such password will be changed on every 30 days or be of a minimum of 8 characters, including 1 upper case letter, 1 lower case letter, 1 number and 1 symbol.
4. Additional authorised user may be appointed may be appointed
5. We have the right of audit of your use of the services

5. PAYING CHARGES

1. You will pay the fees for the services within 30 days of the date of the invoice or by direct debit to our chosen bank account, unless the fee schedule states otherwise.
2. If you do not pay the fees on time, we can write to you and tell you that we will charge you interest on the amount you owe. Prior contact will be made to the client to ensure they have received the invoice and determine if there is any dispute, before increasing the fees for late payment. This will not affect any other action available to us. We will charge interest at 4% a year above the Lloyds TSB Bank base rate from the date on which your invoice was late until the date on which we are paid (whether before or after any court judgement). Payment for direct costs for outstanding debt recovery including any fee from a third party involved in the debt recovery will also be charged to you.
3. All amounts payable to us do include Value Added Tax (VAT) as applicable or any other charge that will be charged in addition to the charges at the rate that applies at that time.
4. Subject to a 30-day notice period prior to the first day of February every year we will retain the right to increase the charges as set out in the fee schedule by an amount not exceeding the rate stipulated by the average rate of the retail price index for the preceding six-month period immediately before the first of February.

5. Elements of the fee schedule are based on charges incurred by us in the provision of the services. We reserve the right to pass on an increase to us with a minimum notice period of 10 days and subject to reasonable evidence.

6. COPYRIGHT AND CONFIDENTIALITY

Excluding personal data obtained in the course of vetting and screening activities, all of the intellectual property rights (including copyright) in the information belong to us or our licensors. You will not own any of the intellectual property or have any rights to own the intellectual property. You may only make copies of the information that you reasonably need for the purposes set out below.

1. You may only use the services for the purposes of your business, including proof of verification and accreditation with a client. Unless required by law, you must:
 - keep the information strictly confidential;
 - not publish the information;
 - not give the information to anyone else;
 - only give the information to your officers or employees (or both) who need to know or use it (you must make sure that your officers and employees meet these confidentiality conditions); and
 - not copy, distribute or commercially exploit the information unless these conditions allow you to;
 - Keep a record of how the information is distributed;
 - keep and or use the information in full compliance with the General Data Protection Regulations and the Data Protection Act.
2. You must not use, or allow others to use, the services or information (or both) to provide authentication, fraud prevention or any other information-based services to anyone else. This restriction does not prevent you from sharing the information with your company group members or clients for the purpose of verification and accreditation only, however you agree in any circumstance to adhere to the confidentiality conditions, security conditions, liability conditions, the General Data Protection Regulations and the Data Protection Act.
3. If you act as an agent for someone else (the principal) to: consider the suitability of individuals for employment with the principal; or you can make the information available to the principal but only for these purposes. You must also get each person's permission to give any information relating to them to the principal.
4. If you wish to use any information supplied to you by us for any other purpose than explicitly stated above, you must obtain permission in writing from the company prior to its use or distribution.
5. We will not sell, distribute or market any personal data without your prior written consent and the prior written consent of the candidate.
6. We may use statistical information gathered during the course of the vetting and screening activities for the purpose of trend analysis and marketing.
7. Unauthorised use or distribution is expressly forbidden.

7. SECURITY

1. You must make sure that the information is secure and retained in compliance with the General Data Protection Regulations and the Data Protection Act.

2. We will not be responsible for any losses arising from anyone using the information supplied by the company, whether authorised by you or not.
3. You also agree that you will:
 - maintain appropriate technical and organisational security measures and procedures to prevent information supplied by the company from being accidentally given to or used by unauthorised people;
 - tell us as soon as you become aware of any data breach or used information supplied by the company without authorisation or if any equipment you use to access the services, store information or store data is stolen; and
 - be responsible for all charges incurred by the company that have been approved by an authorised member of the client team, whether or not you agree to these charges. The authorised team member list can only be amended by an existing authorised team member.
4. We may cancel or suspend your services if:
 - you break any of your obligations under these conditions; or
 - we are told about, or become aware of, any unauthorised or improper use of information supplied by the company, or that any equipment you use to access the services, store information and store data has been stolen.
 - you or a candidate does not respond to a request for assistance or information within a timescale as prior notified.

8. LIABILITY

1. You agree that you will not make any of your business decisions based just on the information provided by the company. You agree that you are entirely responsible for an action you take or no action you take based on the information provided by the company.
2. You accept that we are not professional legal advisers and therefore any action you take or no action you take based on the information provided by the company is entirely at your own risk.
3. You acknowledge that the information provided by the company is based on information other people give to us and that we cannot control the accuracy of this information, which may also contain advice or opinions.
4. We use all reasonable skill and care to provide the services. However, you agree that it is reasonable for us to limit our liability. In particular, we:
 - do not guarantee how accurate information gained from 3rd parties is, or how valid any advice or opinion we give is; and
 - are not responsible for any loss or consequential loss that you suffer as a result of a claim made by someone who we have information, advice or an opinion about unless we have not provided the services with reasonable skill and care.
5. We are not liable to you for consequential loss as a result of our negligence or us breaking the contract or other liability or obligation.
6. Our total liability to you in any one year (starting on the commencement date) for all claims for negligence, breaking the contract, or other liability or obligation is limited to £100,000.
7. As far as we are allowed by law, we do not give any representations, guarantees or conditions that:
 - the services or the information (or both) will not affect anyone else's intellectual property; or

- the services or information (or both) will meet your requirements provided that we have supplied the services in accordance with the terms and conditions and the agreed service.
8. Nothing in these conditions excludes our liability for death or personal injury arising out of our negligence.
 9. You will protect us, and keep us fully protected, against any claims or actions made or brought against us by a third party as a result of:
 - you actively making the information inaccurate or incomplete; or
 - you using the services when we are not at fault.
 - any claim made by a candidate that we screen on your behalf to the extent that the claim is brought due to your discrimination on the grounds of age.

This protection will include all reasonable losses, consequential loss, damages, costs and other reasonable expenses (including any payments we make to settle any claims or actions on the advice of our lawyers) that we have to pay, and you promise to pay us for any loss, damage, consequential loss, cost or other expense up to a limit of £100,000 in any one claim. This protection will not apply if we are at fault.

9. GENERAL CONFIDENTIALITY

1. We will both make sure that our officers, employees and agents do not pass any confidential information about the other to anyone else. This will not affect any of the other part of these conditions.
2. 'Confidential information' means:
 - any information about our trade secrets, customers, business dealings or transactions; and
 - any information relating to the methods or techniques we use to provide the services. These include any tapes, documents, other materials and other means.
3. These conditions do not apply to any confidential information which:
 - a court, tribunal or governmental authority orders us to reveal;
 - is already public knowledge, other than where either you or we break these confidentiality conditions;
 - the person who was told already knew (shown in written records); or
 - was independently received from someone else, without that person breaking any confidentiality obligations they have to either you or us.
4. We can use the information you give us in relation to the services for any other purpose to which you agree.

10. APPLICATION INFORMATION

1. You accept that statistical information (such as types of searches conducted, or number of searches conducted) may be used for the following purposes:
 - In connection with the collation of statistical data for any purpose.
 - It may be passed to other government organisations and law enforcement agencies.

Nothing in this agreement permits us to use, store, process or hold any personal information without prior written consent of both you or the relevant individual, except for when that information is already held in the public domain.

11. CO-OPERATION AND HELP

At your own cost, you must co-operate with us and give us the information and help we need to perform our obligations in relation to the services. The services performance timescale shall not commence until all relevant information necessary for the performance of the services has been received by the company.

12. ENDING THE CONTRACT

1. Either of us may end your entitlement to receive the services by giving the other at least three months' notice, in writing.
2. Ending the service will not affect:
 - any other rights either you or we gained before the contract ended; or
 - any part of these conditions that apply even when the contract ended.
3. As soon as the service ends, you must on our request give us back all copies of our confidential information.
4. Any work in progress at the termination of the service will be liable for payment in accordance with the agreed fees and terms.

13. FOLLOWING THE LAW

1. Both the company and the client agree that, in relation to providing and using the services (as appropriate), we will both follow all relevant legislation and regulations. These include:
 - The General Data Protection Regulations and the Data Protection Act, (including the Data Protection principles);
 - all amendments to the General Data Protection Regulations and the Data Protection Act.; and
 - any regulations or requirements made by any governmental authority or equivalent body.
2. The client has agreed to obtain permission in writing from the relevant person before requesting the services of the company to ask for details on the relevant person. You must use the authorisation wording set out by the company to obtain this consent.
3. If you fail to get this consent, you must not use the services on behalf of the relevant person.
4. You also agree to follow the code of conduct relating to the services that has been approved by the Office of the Information Commissioner, The Disclosure and Barring Service, Disclosure Scotland and any other relevant body. This will not affect your obligations to follow any statutory requirement.

14. FORCE MAJURE

1. If either of us cannot carry out our obligations because of events beyond our control, whoever cannot perform their obligations will tell the other. Their obligations will be suspended and they must do all they can to put the situation right as soon as possible.
2. Events beyond our control include the following acts or circumstances, which neither of us can prevent.
 - Acts of God.

- Strikes, lockouts or other industrial disturbances.
- Wars, blockades, riots, epidemics, landslides, lightning, earthquakes, fires, storms, civil disturbances and terrorism.
- Governmental regulations and directions.
- Any failure of hardware, software, telecommunications services or equipment that we use to provide the services, which is due to the fault of someone else and which we cannot fix (by using other suppliers or otherwise).
- Any other cause that is not within our or your reasonable control.

15. GIVING YOU INFORMATION

We will give you the information in line with our agreed processes and standard time scales. We may introduce new processes and publish new standard time scales from time to time. The time scales are only a guide and we do not have to keep to them if you raise a query that we cannot reasonably resolve within the time scales.

16. TRANSFERRING RIGHTS

The rights granted by these conditions are personal. Neither the company or the client can transfer or grant any of these rights to anyone else without the permission, in writing, of the other. This permission must not be unreasonably withheld or delayed.

17. TRANSFER OF UNDERTAKINGS PROTECTION OF EMPLOYMENT LEGISLATION (TUPE)

You will be responsible for all costs associated with an arrangement under TUPE unless other specifically agreed in writing with us.

18. DECIDING WHETHER TO ENFORCE RIGHTS

If either the company or the client fails to exercise any right or solution available under these conditions, any failure or delay will not prevent either of us from relying on those rights or solutions in the future.

19. ENTIRE AGREEMENT

1. These conditions are the whole agreement between the company and the client. They take the place of all previous negotiations, understandings and representations. These conditions may only be changed in writing and must be signed by an authorised representative from the company and the client (except if either of us agreed to these conditions as a result of the other side's fraudulent misrepresentation).
2. If these conditions conflict with any other terms available on the website at any time (including but not limited to the terms of use), these conditions will apply. In this document, references to 'conditions' will include any changes that have been made to these conditions.
3. In using the services, you agree to accept and adhere to these Standard Terms of Business.

20. REMOVING CONDITIONS

If a court finds any part of these conditions to be invalid, it will be deleted and all other terms of business will stay in full force.

21. DISPUTES PROCEDURE

In the event of a dispute between us, it is agreed that both parties will seek a resolution to the dispute through arbitration or mediation through the use of a jointly agreed arbitration body or organisation.

22. LAW

These conditions will be governed by English law. We both agree that the courts of England will have the power to settle any disagreement that may arise out of, under, or in connection with these conditions.

23. NOTICES

1. All notices must be in writing and sent by recorded-delivery post, fax or e-mail. If we write to you, we will use the address, fax number or e-mail address that you give in your application to receive the services. You can write to us at the address shown on the website if this is from the address of our registered office.
2. All notices are considered to have been received:
 - two working days after being posted if posted to the correct address;
 - one hour after being sent if sent by fax to the correct fax number with receipt of a successful submission report;
 - one hour after the person it is addressed to starts work if sent by fax outside their normal working hours; and
 - when a receipt notice is received if sent by e-mail to the correct e-mail address.

If you or we send a notice by fax, the original fax must be put in the post on the same day that the fax is sent.

24. THIRD-PARTY RIGHTS

Only you and we have legal rights under these conditions. Under the Contract (Rights of Third Parties) Act 1999, no-one else will be able to enforce any part of these conditions.

Last updated March 2023