UK CRBS TERMS AND CONDITIONS

These Terms and Conditions governs the purchase and use of UK CRBS products and services. Capitalised terms have the definitions set forth herein.

The following terms and conditions (as may be updated as provided below, the "Terms and Conditions") governs your (you, in such capacity, "Client") purchase of certain services (the "Services") via UK CRBS (and/or any of its subsidiaries or other affiliates, "Supplier") web-based portal. If you are registering for a UK CRBS account or using the Services on behalf of an organization, then you represent that you have the authority to bind that organization to the Terms and Conditions (as defined hereinafter), and that the term "Client" will refer to such organization.

BY REGISTERING FOR AN ACCOUNT OR USING THE SERVICES (THE FIRST DATE ON WHICH EITHER OCCURS, THE "EFFECTIVE DATE"), YOU (AND YOUR ORGANIZATION, IF APPLICABLE) AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS AND PRIVACY NOTICE INCLUDING ANY UPDATES. PLEASE REVIEW THESE TERMS AND CONDITIONS CAREFULLY. ONCE ACCEPTED, THE AGREEMENT BECOMES A LEGAL COMMITMENT BETWEEN YOU AND UK CRBS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU SHOULD NOT CLICK THE "SUBMIT" BUTTON AND YOU SHOULD NOT USE UK CRBS'S SERVICES OR PRODUCTS.

Recital

A. UK CRBS Limited is a company registered in Level 12, The Shard, 32 London Bridge Street, London, SE1 9SG with registered number 03656962 (the "Supplier") and is a service provider which supports, at request, the Client to process Disclosure and Barring Service (DBS), Disclosure Scotland (DS) and Identity document validation technologies (IDVT) applications in respect of their employees or potential employees, agents, contractors (the "Services") via a web-hosted portal.

B. The Client wishes to access and use such Services for the purposes of processing DBS, DS and/or IDVT applications.

Definitions

In these Conditions the following words and phrases shall have the following meanings unless the context requires otherwise;

Applicant

Any person(s) in respect of whom the Client wishes UK CRBS to provide the Services;

Agreement

The contract for the supply of any Services by the Supplier to the Client comprising these Conditions;

Client

The person(s) referred to and identified in these Conditions;

Conditions

These Standard Terms and Conditions;

Data Controller, Data Processor, Personal Data, Data Subject, Sub-Processor

Has the meaning set out in the Data Protection Legislation;

Data Protection Legislation

All applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland

by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;

DS

Has the meaning Disclosure Scotland.

End User

Any person(s) to whom the Client's services are provided;

Intellectual Property Rights

means copyright, rights related to copyright such as moral rights and performers' rights, patents, rights in inventions, rights in Confidential Information, know-how, trade secrets, trade marks, geographical indications, service marks, trade names, design rights, rights in get-up, database rights, databases, domain names, business names, rights in computer software, the right to sue for infringement, unfair competition and passing off, and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing;

Fees or Charges

The fees and charges payable to the Supplier by the Client;

Personal Data

Has the meaning set out in the Data Protection Legislation and relates only to Personal Data, or any part of such Personal Data, in respect of which the Client is the Data Controller and UKCRB, is a Data Processor;

Profile

Information including Personal Data supplied/provided by the Applicant via the Site entered onto the Site by the Applicant, which is used by the Supplier for providing of the Services;

Recruitment Agency

Means any Employment Agency or Employment Business as defined by the Employment Agencies Act 1973 (and all regulations made thereunder);

Services

The services that Supplier has agreed to provide to the Client pursuant to these Conditions;

Site

The website at www.ukcrbs.co.uk or any other website operated, maintained and amended by UK CRBS from time to time, which UK CRBS may designate for the purpose of the Agreement;

1. **In these Conditions:**

2.1 References to any statute or statutory provision shall, unless the context otherwise requires be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced;

2.2 References to the masculine include the feminine and the neuter and the singular include the plural and vice versa as the context admits or requires;

2.3 Words importing persons include individuals, bodies corporate and unincorporated; and

1.4 Clause and section headings shall not affect their construction.

2. Term

2.1 This Agreement shall commence once the Client account has been created by the Supplier and provided login and access details to the Client to enable it to access the Services (the "Commencement Date") and shall continue unless terminated in accordance with the following provisions.

2.2 Either party may terminate this Agreement without liability, save for payment of any outstanding Charges upon providing 30 (thirty) days prior written notice to the other party.

2.3 In addition to any other rights available, the Supplier may suspend the Services and/or revoke any license granted under this Agreement (at its sole discretion), if the Customer does not pay the Charges or comply with its obligations in accordance with the terms of this Agreement.

3. Services

3.1 The Supplier will provide the Services to the Client subject to the terms of this Agreement and during the Term agreed.

3.2 Subject to clause 3.5, Supplier shall provide the Client with access to the website: www.ukcrbs.co.uk (the "Site") and help desk Services during working hours Monday-Friday 10am-4pm (except for any extraordinary events).

3.3 On receiving a valid electronic disclosure application, the Supplier will confirm and submit the disclosure application electronically to either the DBS or DS (as applicable) for processing.

3.4 The Supplier shall provide access to the Client to a secure online account to access electronic results and where applicable, send paper disclosure certificates from DS with content to the Client, using Royal Mail postal services.

3.5 The Supplier does not guarantee that the Site will always be available, uninterrupted or error-free, or that content on the Site will be accurate, complete or up-to-date. The Supplier will not be liable if the Site is unavailable at any time or for any period and the Supplier does not guarantee that the Site will be secure or free from bugs of viruses.

3.6 The Supplier shall be entitled at any time to make changes to the Services that are necessary to comply with any applicable security or other statutory requirement, without notice to the Client and the Supplier shall determine the manner in which the Services are provided. In addition, the Supplier may review, amend, discontinue or revise any or all aspects of the Service upon providing reasonable notice to the Client.

3.7 Except as set out in this Agreement, all express or implied representations and warranties, including any implied warranty of satisfactory quality, fitness for a particular purpose or non-infringement, are hereby excluded to the fullest extent permitted by law.

3.8 The Supplier grants to the Client a personal, non-exclusive, non-transferable licence to use the Services for the sole purpose of processing DBS or DS Applications for its internal business purposes in accordance with the terms of this Agreement.

3.9 Any intellectual property, ideas, concepts, know-how or techniques developed by the Supplier or obtained during the execution of the Services shall be owned exclusively by the Supplier, including but not limited to all intellectual property rights in the Site.

3.10 Supplier will provide the Services to the Client with reasonable skill and care, will obtain and provide the information available to the Client through the Services with reasonable skill and care. Supplier do not guarantee the information received from third parties (including the details the Client provided) is accurate, complete or up to date.

3.11 Supplier is not responsible for loss or damage suffered by the Client as result of:

- circumstances beyond its reasonable control, but only where we have taken reasonable steps to prevent or minimise any impact on the Services;
- any business losses that Client may incur;
- false, inaccurate or incomplete information provided by the Client;
- any information provided to the Client by a third party or any issues arising out of the Client access or purchase of any separate third party product or service;
- Client or its users consciously or recklessly failing to keep portal access credentials safe, or if the Client or its users have provided access credentials to anyone else, or if the Client or its users have acted fraudulently.

3.12 Criminal record disclosures services:

- Supplier will provide the services and information in line with these Conditions. The Client must use the services and information in line with these Conditions.
- Supplier shall stop providing the services at any time, if the information needed for the services, are unavailable or restricted for any reason, subject to reasonable justification. Fees will remain payable in accordance with Supplier agreed terms and may be subject to an administration fee, if agreed.
- Supplier will only provide information to the Client based on the services requested. Supplier will not make comment on any candidates' application and the decision to act on or not act on the information supplied by the Client is entirely the Clients decision alone.
- Supplier will supply, with information gained from reputable sources such as a data house, third party information providers, employers and character referees. Supplier will endeavour to use only reputable sources of information. Supplier do not guarantee the accuracy of the information provided by 3rd party suppliers as result of such services.

3.13 IDVT services, Supplier shall:

- Review uploaded documents to ensure that they match the Applicants' details and will reject, remove and notify the Client if any discrepancy identified;
- Apply the cost of digital verification at pack level and any checks submitted under these packs, inconsequential if the search go through the IDVT service (e.g if there is no result, failed validation or the IDVT is not carried out due to the individuals nationality or need to use Disclosure Scotland);
- Inform the Client of the IDVT results via automated portal notification, inviting the client to review the results within the portal, prior submitting for a DBS check or accepting a right to work status;
- Facilitate conversations with the IDSP should a challenge be received on the results of the IDVT activity.

3.14 The Client understands and agree that Supplier shall have no liability for:

- identifying the nationality of the Applicant for the IDVT purpose;
- false, inaccurate or incomplete information provided by the Client or their Applicant(s) which may lead to a failure to validate the identity or right to work;
- employability decisions made by the Client in relation to any of their Applicants; or
- any failure to provide, or delay in providing the Services (or any part thereof) as a result of circumstances beyond its reasonable control and the Client accepts that in the event of any such failure or unavailability, the Client shall still be responsible for the payment of the Charges in full.

3.15 The Client acknowledges and agree that Supplier shall not be liable for any failure to provide the Services (or any part thereof) arising directly or indirectly, in whole or in part, as a result of the Client's failure to comply with the Agreement, including providing incomplete or otherwise incorrect information. If additional work is required from Supplier to correct or compensate for a problem arising as a result of delayed, incomplete or otherwise incorrect information or action that Client have provided or taken, Supplier may charge Client a reasonable additional sum for such undertaken work.

4. Client obligations

4.1 The Client undertakes and agrees that it shall:

- be responsible for nominating persons ("Authorised Users") to use the Supplier's portal and to provide them with the relevant access credentials (including username and password);
- ensure that Authorised Users use the Services in accordance with all Law, this Agreement and any instructions, manuals and security measures (including passwords) provided by the Supplier from time to time will not allow an Authorised User to undertake any DBS or identity check in relation to themselves;
- only use the Service for the purpose of carrying out DBS and DS disclosure applications and in accordance with both the DBS and DS Code of Practice and associated Legislation. (Copies are available from the DBS website: https://www.gov.uk/government/publications/dbs-code-of-practice; and http://www.disclosurescotland.co.uk/ensure). Disclosure Application Forms are completed fully and proof of the Applicants' identity has been provided as per DBS and/or DS guidelines and DBS/DS Code of Practice. Failure to do so will void the Application. The Supplier shall not be held responsible for any errors or omissions made by the Applicant or the Client.

4.2 For the avoidance of doubt Client will:

a) where submitting a request, ensure they have seen a copy of the Applicant's Passport or photo style Driving License or applicable documentation as per the requirements of either the DBS or DS (as applicable) and that in addition to having seen either a Passport or photo style Driving License for each Applicant you hold certified copies of the required documents referred to in the Evidence of Identity Section referred to in the Application Forms and have seen the originals;

b) where undertaking checks through DBS, ensure that the position of the Applicant entitles them for the DBS check as per the requirements of the Disclosure and Barring Service. By requesting the Supplier to perform the DBS check on the Applicant, the Customer agrees that the job position of the Applicant meets the DBS eligibility requirements (these are available from the DBS website: https://www.gov.uk/government/publications/dbs-check-eligible-positions-guidance;

c) where undertaking volunteer checks, ensure that all applications submitted meet the DBS requirements for a volunteer (these are available from the DBS website: https://www.gov.uk/government/publications/disclosure-application-process-for-volunteers); where an Applicant later has volunteer status denied or amended we will charge the full DBS fee;

d) ensure that the Applicant's full consent to undergo a DBS or DS check has been obtained;

e) keep all information supplied permanently confidential;

f) use and apply the information solely for the purpose of submitting the electronic disclosure applications and receiving the results of such disclosures;

g) not at any time disclose or otherwise make available to any third party any information other than to those members of your organisation's associates, colleagues or employees who are required by you in the course of their duties (and solely for the purpose submitting electronic disclosure applications and obtaining the results of such disclosures) to receive and consider the information and agreea that any such disclosure is on the basis that any such person is made aware and accepts the strict provisions of

this undertaking;

4.3 Client's obligations under the paragraph 4.2.e-g shall not apply to any information:

- which is public knowledge at the date of disclosure to the Client by Supplier or subsequently becomes public knowledge through no act or failure on your part;
- which is known to the Client at the date of disclosure by Supplier and is not the subject of any restriction or disclosure imposed by that third party;
- which is disclosed to the Client by a third party after the date of disclosure by Supplier and is not the subject of any restriction or disclosure imposed by that third party; which is required to be disclosed by the Client by law or any regulatory or government authority;
- which was developed independently by employees or agents of the Client who have not had access to the information.

4.4 The Client shall not and will not permit any person to:

- use the Services unless they are an Authorised User;
- use the Services in any configuration or for any purpose other than as set out in this Agreement;
- resell, sub-licence, copy, alter, adapt, merge, modify, reverse engineer, decompile, disassemble, create derivative works of the whole or any part of software comprised within the Services, except with the Supplier's prior written consent or as permitted by law;
- use the Services in connection with the operation of a service bureau arrangement or outsourced service offering to any third party without the Supplier's prior written consent; or remove any proprietary notices, labels or marks associated with the Services.

4.5 Where undertaking a standard or enhanced check through the DBS, UK CRBS reserves the right to carry out compliance checks on received applications. Applications will be selected at random. The Client will be required to provide to UK CRBS a job description/role profile for the employee or alternatively a business contract which provides detail of the requirement for the DBS check requested. Confirmation of the types of identity documents seen will be required to ensure compliance with the DBS ID checking guidelines and to enable verification of the Applicant's details as input on the Application Form. Confirmation of the Applicant's consent will also be required where the Application is completed by the Client. Client shall adhere to the DBS basic checks requirements "Responsible Organisation ID Guidance", which requires the following from a company requesting basic checks:

- the Applicant must provide original documents (not copies) to prove their identity to the Client;
- the Client must establish the true identity of the Applicant through the face to face examination of a range of documents as set out in the guidance;
- the Client must upload copies of the signed and dated documents onto portal to confirm the originals have been seen;
- Not to discriminate between persons endeavouring to secure employment and shall not engage in any illegal discriminatory practices, whether by reason of race, sex, gender, religion or belief, age or disability;
- Be liable for all reasonable costs, claims, damages, loss, expenses and liabilities incurred by Supplier arising out of the Client's misuse of information.

4.6 IDVT services

The Client shall have sole responsibility and liability in case of failure as result of:

a) identifying Applicant's nationality prior utilizing the IDVT, or/and to carry out DBS checks, must ensure that a correct route is used to enable the DBS checks to be carried out at confidence level;

b) identifying whether an Applicant needs to undergo a check via Disclosure Scotland, due to primarily living or working in Scotland, such check shall be made prior commencing the checks to ensure an IDVT is not triggered;

c) carrying out manual right to work check(s) in line with Home Office legislation for those Applicants whose right to work cannot be verified through IDVT and retain the documents in line with the legislation;

d) carry out the manual document checks in line with DBS requirements to enable a DBS check to be completed, if the IDVT is unable to provide a result or it fails the required confidence level;

e) managing solely any/all individual(s) who do not provide permission for their data to be shared with any IDSP third party, all such identified individuals shall be communicated to the Supplier prior any undertaken services;

f) ensuring that the information submitted and the IDVT result are checked and accurate, prior submission to the DBS checks;

g) downloading the results from the portal upon conversation all the checks have been completed and the profile has been dispatched within the 3-month window the data is available;

h) ensuring full compliance with right to work, DBS eligibility and GDPR legislation prior, during and after the IDVT service is undertaken.

For avoidance of any doubt, the Client can opt-out anytime from IDTV services, by servicing a written 30 days' notice to the UKCRB representative.

5. Charges and payment

5.1 In consideration of the provision of the Services, the Client shall pay the Supplier the Charges as agreed prior to the Commencement Date of the Service.

5.2 All Charges must be paid immediately, without deduction or set-off; unless otherwise agreed, in accordance with clause 5.3 and 5.4.

5.3 Client will either pay by credit card in advance or via a direct debit agreement with invoices paid 14 days from date of invoice, unless otherwise agreed. Charges will be charged upon each submission of your Application Form whether or not it proceeds. Each Application Form will incur a charge and we are not responsible for any errors that are made in completing the Application Form whether it be completed manually or online. Due to the nature of the service we provide no refunds upon cancellation.

5.4 Should a credit account be authorised, payment terms will be 7 (seven) days from the date of invoice, unless otherwise agreed and the Supplier reserves the right to charge interest on overdue accounts, such interest to be calculated daily on the amount outstanding at the rate of five per cent above the published base rate of Barclays Bank PLC.

5.5 The Supplier reserves the right to amend the Charges twice per annum on or around 1 April and 1 October. In addition, if there is an increase in costs to the Supplier in providing the Services then the Supplier may vary the Charges or any part of it to include such increase by giving not less than 28 (twenty-eight) days' notice to the Customer of such increase.

5.6 The Supplier reserves the right to decline any refund of the online account balance or the value of the un-submitted disclosure applications forms and no refund or compensation shall be provided for the subscription

fees paid prior to termination of this Agreement.

6. Warranties

6.1 The Client hereby warrants that it:

6.1.1 shall comply with the DBS and DS Codes of Practice;

6.1.2 shall promptly notify the Supplier of any complaint against it in respect of an alleged breach of the DBS or DS Code of Practice (other than complaints made spuriously or vexatiously) and any investigation into its affairs by either the DBS or DS;

6.1.3 will not supply or otherwise transmit any information, data or content in connection with the Services that is or may contain software viruses or any other computer code, files or programmes designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or be in breach of any third party rights (including any Intellectual Property Rights) or in violation of any applicable local or national or international law, and any regulations having the force of law.

6.2 The Client shall indemnify Supplier against all liabilities, costs, expenses, damages and losses (including but not limited to any type of loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by Supplier arising out of or in connection with:

6.2.1 any breach of the warranty contained in these Conditions;

6.2.2 breach or negligence of the performance or non-performance of these Conditions

6.2.3 any claim made against Supplier and/or any its affiliates for actual or arising out of or in connection with Services provider by Supplier;

6.2.4 any claim made against Supplier and/or any its affiliates by a third party arising out of or in connection with the provision of the Services as result of breach or negligence performance or no-performance by the Client, its employees, users, applicants, agents or subcontractors.

7. Limitation of liability

7.1 Nothing in the Agreement shall be taken to exclude either party's liability for death or personal injury caused by the negligence of such party, its employees or other representatives or for fraud or fraudulent misrepresentation.

7.2 The Supplier shall have no liability to the Client for:

7.2.1 Any damage or loss arising out of any performance or non-performance by it of any of its obligations under the Agreement (whether by virtue of negligence or otherwise) which falls within any of the following categories: indirect, consequential or special loss or damage of any nature any loss including but not limited to loss of profit and loss of revenue;

7.2.2 Any failure to provide the Services (or any part thereof) arising directly or indirectly in whole or in part as a result of the Client’s failure to comply with the Agreement;

7.2.3 Any loss or damage whatsoever (including loss of profits) howsoever caused arising out of the negligence, dishonesty, misconduct, breach of faith, incompetence, suitability of or the failure to disclosure any information by any Applicant. It is for the Client to satisfy itself as to the suitability, standard of skill, integrity and reliability of all Applicants at all times;

7.2.4 Any employment decisions made by the Client on the basis of any information or the Services provided to the Client; and

7.2.5 Supplier will not be liable for the failure of the Services and/or information to achieve any particular result for the Client.

7.3 Subject to clause 7.1, the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the Agreement shall, be limited to the Administration Charges (excluding VAT) actually paid by the Client to the Supplier under this Agreement.

8. DISCLAIMER

EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS AGREEMENT THE PLATFORM, PLATFORM CONTENT (INCLUDING WITHOUT LIMITATION ANY REPORTS OR OUTPUT), SERVICES, AS WELL AS ANY OTHER GOODS AND SERVICES PROVIDED OR MADE AVAILABLE BY OR ON BEHALF OF THE SUPPLIER HEREUNDER ARE PROVIDED AND MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL DEFECTS, AND ALL EXPRESS, IMPLIED AND STATUTORY CONDITIONS AND WARRANTIES (INCLUDING WITHOUT LIMITATION ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET POSSESSION, NONINFRINGEMENT, OR QUALITY OF SERVICE, OR THAT OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR USAGE OF TRADE) ARE HEREBY DISCLAIMED BY THE SUPPLIER AND ITS AFFILIATES; AND THE SUPPLIER DOES NOT MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION: (A) REGARDING THE EFFECTIVENESS, USEFULNESS, RELIABILITY, TIMELINESS, COMPLETENESS, OR QUALITY OF THE SUPPLIER'S MATERIALS; (B) THAT CLIENT'S USE OF MATERIALS AND SERVICES WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE; (C) REGARDING THE DATA CONNECTIVITY PROBLEMS; OR (D) REGARDING THE SATISFACTION OF, OR COMPLIANCE WITH, ANY LAWS, REGULATIONS, OR OTHER GOVERNMENT OR INDUSTRY RULES OR STANDARDS. WITHOUT LIMITING THE FOREGOING, CLIENT ACKNOWLEDGES AND AGREES THAT SUPPLIER MAKES NO REPRESENTATION OR WARRANTIES REGARDING ANY THIRD PARTY INCLUDING WITHOUT LIMITATION ANY THIRD PARTY'S PRODUCTS OR SERVICES (INCLUDING THE ACCURATENCE OF THE SEARCH RESULTS).

9. Data Protection

9.1 The Client and the Supplier acknowledge for the purposes of the Data Protection Legislation, the Client for purpose of DBS DS and IDVT services is the Data Controllers and the Supplier is the Data Processor, in respect of any Personal Data submitted by the Client. In performing its obligations under the Agreement, the Supplier and Client, shall at all times, comply with all Data Protection Legislation. This Clause 9.1 is in addition to, and does not relieve, remove or replace, either party's obligations under the Data Protection Legislation.

9.2 The Supplier will only process the Personal Data:

a) for the purpose of providing the Services to Client; or

b) as otherwise expressly authorised by the Client.

9.3 The Personal Data that may be processed by the Supplier in connection with the provision of the Services and the nature of the processing activities are as follows:

Categories of Personal Data	Names of individuals, company names, emails, telephone numbers, addresses, date of birth, mother maiden name, passwords, nationality, results of criminal records and results of other vetting checks.
Categories of Data Subjects	Applicants applying for jobs with the Client and/or current employees of the Client
Processing activities	Obtaining, storing and transmitting data to the Client
Purposes	Data will be processed to carry out criminal record checks or IDVT checks on behalf of the Client, as consented to by the Data Subject.
Duration	Personal Data relating to an Applicant is retained in the live environment for 6 months from the date when the checks are completed and then retained for a further 18 months in an encrypted archive. At the end of this period Personal Data relating to the Applicant is deleted.

9.4 The Supplier shall process the Personal Data only in accordance with the Client's instructions and as set out in this Agreement.

9.5 The Client acknowledges that the Supplier is reliant on the Client for direction as to the extent to which the Supplier is entitled to use and process the Personal Data. The Client shall ensure that appropriate privacy notices are provided to Applicants and an Applicant acceptance is held for Service purpose, in accordance with the requirements of the Data Protection Legislation and any other relevant legislations, to explain the nature of the checks that might be carried out as part of the Services. In particular, the Client shall notify each individual Applicant of the checks that will be carried out on that Applicant and shall be responsible for ensuring that there is a legal basis for carrying out such checks under the Data Protection Legislation. The Client shall ensure that where necessary, valid consent is obtained from Applicants to pass Personal Data to the Supplier to enable it to perform the Services.

9.6 The Supplier will not be liable for any claim brought by a Data Subject arising from any action or omission by the Supplier, to the extent that such action or omission resulted directly from the Client's instructions.

9.7 The Client shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses and all other professional costs and expenses suffered or incurred by the Supplier arising out of or in connection with any claims made against arising as a result of the Supplier processing the Personal Data in accordance with the Client's instructions.

9.8 The Client consents and authorizes the Supplier to transfer Personal Data outside the European Economic Area where such transfers are necessary in order to perform the Services provided that the Supplier ensures that there is a valid transfer mechanism in place in relation to such transfer. For the purposes of this clause a valid transfer mechanism shall include any mechanism approved by the European Commission as ensuring adequate protection for Personal Data that is transferred outside the European Economic Area. The Client shall be responsible for informing Applicants that Personal Data may be transferred outside of the European Economic Area in connection with the performance of checks carried out as part of the Service.

9.9 Taking into account the nature of the data processing activities undertaken by the Supplier, the Supplier shall provide all possible assistance and co-operation (including without limitation putting in place appropriate technical and organizational measures to enable the Client to fulfill its obligations to respond to requests from individuals exercising their rights under the Data Protection Legislation.

9.10 The Supplier shall ensure that any persons used by the Supplier to process Personal Data are subject to legally binding obligations of confidentiality in relation to the Personal Data.

9.11 The Supplier warrants that, having regard to the state of technological development and the costs of implementing any measure, it will:

9.11.1 take appropriate technical and organizational measures against the unauthorized or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to

9.11.2 the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and

9.11.3 the nature of the data to be protected; and

9.11.4 take reasonable steps to ensure compliance with those measures.

9.12 Taking into account the nature of the processing carried out by the Supplier, the Supplier shall assist the Client in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the General Data Protection Regulation. The Client shall pay the Supplier' reasonable costs incurred in providing such assistance.

9.13 The Supplier shall make available to the Client all information necessary to demonstrate compliance with the obligations set out in this clause 7 and allow for and contribute to audits, including inspections, conducted by or on behalf of the Client, provided that:

9.13.1 the Client shall provide not less than 30 days' written notice prior to carrying out an audit or inspection;

9.13.2 the scope of the audit or inspection shall be agreed by the parties;

9.13.3 the Client shall use all reasonable endeavours to minimise disruption to the Supplier when conducting an audit or inspection; and

9.13.4 audits shall not be undertaken more than once in any calendar year.

9.14 The Supplier shall upon termination of the Agreement, at written the request of the Client, delete securely or return all Personal Data to the Client and delete all existing copies of the Personal Data unless and to the extent that the Supplier is required to retain copies of the Personal Data in accordance with applicable laws.

9.15 The Supplier may, subject to obtaining the Client's consent, authorise a third party (subcontractor) to process the Personal Data provided that the subcontractor's contract:

9.15.1 is on terms which are substantially the same as those set out in these Conditions; and

9.15.2 terminates automatically on termination of this Agreement for any reason.

10. Force Majeure

The Supplier shall have no liability to the Client, nor be deemed to be in breach of the Agreement if there is any failure or delay in performing the Services, as a consequence of any event outside of the Supplier's reasonable control, including without limitation severe weather conditions or natural events, terrorism, hostilities or civil disorder, industrial action, equipment breakdown or malfunction, power failures or third party default or insolvency (the "Force Majeure"). The Supplier shall not be liable to the Client for any Losses caused to or suffered by the Client as a direct or indirect result of a Force Majeure event under Clause 10. or the supply of the Services being suspended pursuant to Clause 10.

11. Notices

11.1 All notices which are required to be given under the Agreement shall be in writing and shall be sent to the address of the recipient.

11.2 Notices may be delivered personally or by first class pre-paid letter and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting.

12. Miscellaneous

12.1 All rights, title and interest in and to the Intellectual Property Rights which are used or developed in the performance of the Services shall remain vested in the Supplier or its licensors.

12.2 The Agreement and all the documents referred to in it constitute the entire understanding between the Supplier and the Client relating to the subject matter and no representation or statement not contained in the Agreement shall be binding on either party. None of the parties has relied on or is relying on any representation in entering into and completing the transaction contemplated. The Supplier has not authorised its employees or agents to make representations or give undertakings relating to the Services or the meaning of these Terms and Conditions other than in writing.

12.3 This Agreement shall expressly override all or any terms or conditions sought to be imposed by the Client however communicated to the Supplier and whether before or after the date of the Agreement unless and until such variations to the Agreement are agreed to by the Supplier in writing by an authorised representative of the respective company. All conditions and warranties which would otherwise be implied by statute or under common law are hereby excluded to the fullest extent permitted by law.

12.4 Each party agrees and undertakes that it will hold any Confidential Information disclosed to it (whether

directly or indirectly and by whatever means) in complete confidence, and will not disclose it in whole or in part at any time to any third party, nor use Confidential Information for any purpose other than the performance of its obligations under this Agreement. Both parties shall destroy in a secure manner all Confidential Information and any documents, manuals, instructions and data relating to the Service or this Agreement.

12.5 The Client may not assign, transfer or purport to assign or transfer a right or obligation under this Agreement without the prior written consent of the Supplier. The Supplier reserves the right to assign any or all of its rights under this Agreement as part of a bona fide merger, reorganisation or sale of its business.

12.6 Nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between the parties or give either party the power to bind the other.

12.7 No failure or delay by any party to exercise any right or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right or remedy. All such rights and remedies are several and cumulative and not exclusive of each other.

12.8 For the purposes of Section 1(2) of the Contracts (Rights of third Parties) Act 1999, the parties state that they do not intend any term of the Agreement to be enforced by third parties, except of Mitie's group affiliates.

12.9 This Agreement shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English Courts. Each party shall comply with all relevant laws relating to the subject matter of this agreement.

I have read and agree to the terms and conditions:

Company name: ……	Signatory name: ……
  Date:……	 Signed:……