

Form Of Agreement relating to the administration of disclosure applications forms (including electronic DBS)

1. DEFINITIONS

In this Agreement, unless the context otherwise requires the following expressions have the following meanings:

“Administration Fees” means the fees payable by the Client.

“ Administration Services” means checking DAF`s, which have been completed by the client and the Applicant in accordance with the DBS requirements, countersigning DAFs on behalf of the Client, receiving the Disclosures from the DBS/DS/ANI.

“Agreement” means this contract for the provision of services United Medicare and the Client, consisting of these terms and conditions and as amended from time to time by the parties.

“ANI” means the government body known as Access Northern Ireland.

“Applicant” means an individual identified by the Client in a DAF.

“Candidate” is interchangeably used for an Applicant. In this and all other documents these two terms are used interchangeably.

“Clear Disclosure” means any Disclosure that does not contain or reveal any Disclosure information.

“Client” means the Party named as the Client on this Form of Agreement.

“Code” means Code of Practice and Explanatory Guide for Registered Persons and other Recipients of Disclosure Information issued by the DBS/DS/ANI (as amended from time to time).

“Company” means United CRB (abbreviated as the Company), a trading division and brand entity of United Medicare Limited whose registered office address is at 23, Pickford Road, Bexleyheath, Kent DA7 4AT (and its successors and assigns).

“DBS” means the Disclosure and Barring Servicriminal Records Bureau, an executive agency of the Home Office (and any successor to the same).

“DAF” means a form issued by the DBS/DS/ANI and known as the “Disclosure Application Form” which an Applicant and the Client must complete in order to enable a Disclosure to be issued by the DBS/DS/ANI (and any replacement or successor to the same).

“Disclosure” means a “Basic” and/or “Standard” and/or “Enhanced disclosure (s) as defined by the DBS/DS/ANI from time to time and also includes ISA/VBS, ISA Adult First checks and other checks that may be introduced in both electronic and paper-based format.

“Disclosure Fee” means the fees and other payments stipulated by the DBS/DS/ANI in respect of the issue of Disclosures from time to time.

“DPA” means Data Protection Act 1984 and 1998 (as amended or re-enacted from time to time).

“DS” means the government body known as Disclosure Scotland.

“ISA” means the government body known as the Independent Safeguarding Authority.

“Nominated Person” means a representative authorised by the Client who is directly responsible for making the recruitment or suitability decisions in relation to the Applicant(s) or Candidate(s) in question and to accept, administer and deal with Disclosures on behalf of the Client.

“Volunteers” are defined by the DBS as a “person who spend time, unpaid (except for travelling and other approved out of pocket expenses), doing something which aims to benefit someone (individuals or groups) other than or in addition to close relatives”. Please note that remunerated positions within voluntary organisations are considered by the DBS to be non-voluntary, as are trainee and work experience positions).

“UCRB” is the electronic DBS application developed by United Medicare.

“UM” means United Medicare, whose registered offices are at 23, Pickford Road, Bexleyheath, Kent DA7 4AT. This is often used interchangeably with the “Company”

1. Basis for Contract

1.1 The obtaining of the Criminal Records certificates forms part of the vetting process for recruitment in many areas of work. As an Umbrella body accredited by the Disclosure and Barring Service(DBS), the Company provides a service to obtain Disclosures and ISA Adult First Checks on behalf of organisations not registered with the DBS.

1.2 By accepting these terms the Client accepts that they are aware of, and agree to abide by, the DBS Code of Practice for the use and dissemination of any information contained in a Disclosure.

1.3 All that applies to paper-based disclosures will also apply to the electronic version. When referring in this document to DBS it should be taken to imply reference to DS and ANI disclosures.

2. Contracting Parties

The Client requests UM to provide an umbrella service for DBS/ISA/ANI and ISA Adult First Checks. The Company agrees to act as an umbrella body on behalf of the contracting organisation.

3. Obligations of the Client

3.1 The Client organisation shall be responsible for carrying out checks as to the identity of the applicant for whom a Disclosure is requested and for confirming that these have been carried out when sending application forms for processing by the Company, and refer to clause 9 for payments.

3.2 The Nominated Person is responsible for ensuring that the Client follows all the procedures set out and any misrepresentation of data or fraud would be dealt with and appropriate legal proceedings commenced, irrespective of whether there is any financial impact. This may lead to proceedings through the criminal courts as all information and communication relating to the DBS is of a highly confidential nature and any breaches relating to these would have to be dealt with in an appropriate manner. The Client organisation will also equally be responsible for Nominated Person fraud.

3.3 The Client indemnifies the Company against non-payment of any fees arising from dishonoured cheques made out on an Applicant's own bank account, whether in full or part payment of fees due. The Client recognises that forms will not be submitted to the DBS unless they have been completed correctly.

3.4 The Client shall use the DAF supplied by the Company only for its own staff, and shall not pass them to another organisation for unauthorised use, whether for profit or not.

3.5 The Client shall comply with the Code of Practice of the DBS including setting a written policy on the handling and storage of Disclosure information. The Client shall take all reasonable steps to safeguard the rights of applicants for Disclosures.

3.6 The Client agrees to ensure that each Applicant completes all mandatory details on the DAF. 3.9 The Client shall procure that its nominated Representative(s) check each DAF for accuracy and completeness prior to submission to UM and verify each Applicant's identity documents in accordance with the Client's obligations under clause 4 below.

3.7 The Client is liable for payment as soon as the DAF is received either in electronic or paper-based format. UM is not responsible for any cancellation or refund of fees, as DBS will charge for all DAF sent to them. UM can charge for errors on the DAF, postal charges or with incorrect payment at its own discretion as this incurs additional administration charge. All Clients are expected to have their account in credit unless there are special exemptions to the contrary.

3.8 Applicant Failure to Complete Process – Where an Applicant/Candidate fails to provide the requested information or documentation within 30 days of returning an erroneous or incomplete DAF, UM reserves the right to withdraw the application and request that the process be re-started re-incurring the UM administration fee and possibly the DBS/DS/ANI fee.

4. Obligations of United Medicare Limited

4.1 The Company shall use its best endeavours to process applications, and to forward the information provided by the DBS to the Client, expeditiously. The Company shall provide, on request, advice and support to the Client on the appropriate application of Disclosure information when making employment decisions, with regard to the relevant Regulations applying to the services for which the Client is registered (where appropriate).

4.2 The Company shall notify the Client of any increase in Form fee (due to any change in charges made by the DBS) or in its own Service fee, after which the full fees shall become payable by the Client.

4.3 UM will undertake the Services in relation to each DAF submitted by the client, and will inform the Client of any further information required in order to comply with its obligations.

4.4 UM will submit completed, checked and countersigned DAFs to the DBS, DS and/or ANI for processing by the DBS, DS and/or ANI (as applicable).

4.5 In the event of a Clear Disclosure, a letter will be sent to the Client Confirming the Applicant name, Disclosure number and date of issue. Alternatively, this information may be viewed via online or electronic means.

4.6 UM shall endeavour to perform the Services in a timely and efficient manner but time for performance shall not be of the essence of this Agreement. The Client accepts and acknowledges that UM's ability to perform the Services promptly is subject to the speed of the DBS, DS and/or ANI (as applicable).

4.7 UM shall notify the Client as soon as reasonably practicable if it discovers or has reason to suspect that a Disclosure may be incorrect or incomplete.

5. Limitation of liability of United Medicare Limited

5.11 The Company does not make employment decisions on behalf of the Client. While the Company will provide advice and support it does not accept responsibility for employment decisions or any consequences thereof.

5.12 The Client shall indemnify the Company against any action by the subject of a Disclosure provided by the Company except where it results, in part or in whole, from negligence on the part of the Company.

5.13 The Company reserves the right to suspend or discontinue the service to the Client where there is evidence of significant breach of the Code of Practice of the DBS. This Limitation of liability of the Company will survive the termination of this Agreement.

5.14 UM is bound by the practice as a registered umbrella body for the DBS/DS/ANI.

5.15 UM can accept no responsibility for the accuracy of information provided by the Applicant or Candidate, Client, DBS/DS/ANI and we accept no liability for any loss

incurred by the Client, Applicant or any other party resulting for the use of this information in any way.

5.16 Disputes regarding information contained within a Disclosure should at first be notified in writing to UM who will either raise the dispute directly with the DBS or Disclosure Scotland or provide the Applicant with details of the process for dealing with such matters.

5.17 UM makes every effort to operate a timely process in obtaining Disclosures but accepts no liability for any losses incurred by the Client, Applicant/Candidate or any other party due to the length of time taken to obtain a disclosure.

5.18 UM strictly applies the DBS/DS/ANI directions for verifying the identity of the Applicant, but all Disclosures carry a warning that they should not be taken as a proof of identity of the Applicant. Consequently UM accepts no liability for losses of any nature resulting from mistaken identity however it may occur.

5.19 UM are committed to compliance with the DBS/DS/ANI Code of Practice for safeguarding information contained within Disclosures, but accept no liability for losses of any nature incurred by the Applicant.

5.20 UM shall have no Liability for defective Services where the defect has been caused or contributed to by Client to the extent so contributed including but not limited to any incorrect or incomplete information provided to UMCRB by the Client.

5.21 UM shall have no Liability for defective Services where the defect has been caused or contributed to by the DBS, DS and/or ANI (as applicable).

5.22 UM shall have no Liability to the Client if the price for the Services has not been paid in full by the date for payment.

5.23 UM shall have no Liability for additional damage, loss, liability, claims, costs, or expenses caused or contributed to by the Client's continued use of Services or the continued engagement of an Applicant once an error or defect in the relevant Disclosure has become apparent or is suspected or should reasonably have become apparent to the Client.

5.24 UM shall have no liability for any matters that are outside its reasonable control.

5.25 UM shall have no liability to the Client for any loss or profits and /or damage to goodwill, economic and /or other similar losses, any special, indirect or consequential losses and/or any business interruption, or any loss of business, contracts, opportunity and/or production.

5.26 The Client shall be under a duty to mitigate any loss, damage, costs or expenses that it may suffer under this Agreement.

5.27 Except as otherwise expressly provided in this Agreement, all warranties, terms, conditions and duties implied by law relating to the fitness, quality or adequacy of the Services are excluded to the fullest extent permitted by law.

6. Confidentiality and Data Protection

6.1 The Company undertakes to treat as strictly confidential and keep secret all information contained in all DAFs submitted to it and in any Disclosures.

6.2 The Company undertakes to comply at all times with DPA.

6.3 The Client agrees, in fulfilling its obligation when receiving or administering any Disclosure or using any such Disclosure or Disclosure Information it may contain for any purpose. They will adhere to and comply with the following:

- Code(s) of Practice of the DBS (www.gov.uk/government/organisations/disclosure-and-barring-service), DS (www.disclosurescotland.co.uk) and/or ANI (www.accessni.co.uk);
- All DBS, DS and/or ANI (as applicable) requirements and stipulations published on any other relevant government agency or body websites.
- Policy on Secure Storage, Handling, Use, Retention and Disposal of Disclosures and Disclosure Information in accordance with the Police Act 1997. A sample policy is available in the UM CRB Pack or from the DBS/DS/ANI Websites;
- Policy on the recruitment of ex-offenders that complies with the Rehabilitation of Offenders Act 1974. Details of the policy are available in the UM DBS pack or from the DBS website.
- Police Act 1997 and the DPA.
- Any other applicable laws, legislation, regulations and codes of practice.

6.4 The Client agrees to indemnify and keep indemnified UM against any and all losses, proceedings, lost profits, damages awards, expenses, claims, costs (including increased administration costs and legal costs on a full indemnify basis), actions and any other losses and/or liabilities suffered by UM and arising from or due to any breach of contract, any tortious act and/or omission and/or any breach of statutory duty by the Client including by not limited to any breach by the Client of their duty of confidentiality to any Applicant.

6.5 The Client acknowledges to UM that the Client is aware that Disclosure Information is Sensitive Personal Data (as defined by the DPA) and subsequently the Client undertakes to UM that the Client will obtain the explicit consent of each Applicant to process their sensitive personal data as is required under the DPA and comply strictly with all other requirements under the DPA in respect of the processing of Sensitive personal Data.

7. STORAGE, ACCESS, HANDLING, USAGE RETENTION AND DISPOSAL OF DISCLOSURES AND INFORMATION

7.1 All Disclosures received by the UM and the information contained therein will be held separately from other documentation will not be held on an individual personnel file and kept securely, in lockable, non-portable, storage containers and separately from other personnel files with access strictly controlled and limited to those who are entitled to see it as part of their duties. The electronic disclosures are kept in a rotational database management.

7.2 In accordance with section 124 of the Police Act 1997, Disclosure information is only passed to those who are authorised to receive it in the course of their duties. We

maintain a record of all those to whom Disclosures or Disclosure information has been revealed and it is a criminal offence to pass this information to anyone who is not entitled to receive it. The Code of Practice also forbids any photocopying, faxing, extracting or scanning of Disclosures and even requires that any notes taken that refer directly to Disclosure content are destroyed immediately after use.

7.3 Information contained in Disclosures will only be used for the specific purpose it was requested by the Client and for which the Applicant has given full consent in the DAF requesting the Disclosure. Once a recruitment (or any other relevant) decision has been made by a Client, the Company or Client must not keep Disclosure information for any longer than is absolutely necessary. This must be for a period less than six (6) months, to allow for any queries or complaints to be resolved. If in exceptional circumstances, it is considered necessary to keep Disclosure information for longer than six (6) months, the Company will consult the DBS about the issue and will consider with the DBS the data protection and human rights implications of the decision. During the period of retention, the Company and the client will apply the conditions for safe storage and controlled access set out in Clause 6.

7.4. Disclosure information is only used for the specific purpose for which it was requested and for which the applicant's full consent has been given. It is a criminal offence to pass this information to anyone who is not entitled to receive it in any form whatsoever.

7.5 Once the retention period has elapsed, the Company and the client will ensure that all Disclosure information is shredded and disposed of as "confidential waste". The Company and the Client agree not to keep photocopies, any other images of the Disclosure or copies or representations of the contents of a Disclosure. While awaiting destruction, Disclosure information will not be kept in any insecure receptacle (e.g. waste bin or confidential waste sack). However, notwithstanding the above, can keep a record of the date of issue of a Disclosure, the name of the subject, the type of Disclosure requested, the position for which the Disclosure was requested, the unique reference number of the Disclosure and the details of the recruitment decision taken.

7.6 At no time will Disclosure information be copied, sampled or filed in other than the original form provided by the DBS.

8 THE CODE AND DBS REQUIREMENTS

The Client agrees to adhere to the Code at all times and to comply with all DBS requirements and recommendations published from time to time on its websites.

9. FEES AND PAYMENT

9.1 In consideration of the provision of the Administration Services by the Company the Client shall pay to the Company the Administration and Disclosure fee as set out in the Fees & Payment Schedule provided on request and is updated on a regular basis.

9.2 The Client should usually be in credit unless specific arrangements have been made with the senior management of UM and approved by the Board. The Administration Fees

and the Disclosure Fees (and any applicable VAT) should be paid upfront by cheque or by BACS or other electronic means with every DBS application form sent to us. At the end of each calendar month the client shall receive a receipt of the DBS/DS/ANI disclosures carried out for each applicant within their organisation.

9.3 We will apply the increase in the DBS/DS/ANI fees as and when they occur.

9.4 The Administration Fees may be increased on an annual basis in line with the Company's Fiscal year and 28 days notice will be given before any change.

10. MISCELLANEOUS

10.1 No variation to this Agreement shall be valid and binding unless made in writing and signed by the authorised signatories of both Parties.

10.2 The Client shall not assign its interest in this Agreement (or any part) without the prior written consent of UM. UM shall be entitled to assign its interest in this Agreement and/or subcontract all and/or any part of the Services to any third party upon notice to the Client.

10.3 All Third Party rights are excluded and no party other than the parties to this Agreement or their successors or permitted assigns shall have any right to enforce this Agreement.

11 GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, English law. Each Party irrevocably agrees that the Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Agreement and any matter arising there from.

12 NOMINATED PERSONS

12.1 The Client nominates the following members of its staff (up to two (2)) to speak to and liaise with the Company on all matters relating to the Disclosure Services. The Client warrants that the following individuals are senior representatives of its organisation, called Nominated Person(s) and that they will each agree security procedures with the Company to ensure that confidentiality of information between the Company and the Client is maintained at all times.

12.2 The Client should also ensure that the candidate does not disclose details to any third party at anytime and that breaches can be investigated either internally, by UM, the DBS or by government agencies and that this may lead to criminal proceedings against the candidate and/or any individual or organisation who have either aided or assisted to that effect.

12.3 The Nominated Person is responsible for ensuring that they follow all the

procedures set out and any misrepresentation of data or fraud would be dealt with and appropriate legal proceedings commenced, irrespective of whether there is any financial impact. This may lead to proceedings through the criminal courts as all information and communication relating to the DBS is of a highly confidential nature and any breaches relating to these would have to be dealt with appropriately. The Client will share in this liability and should take all reasonable steps to ensure that the Nominated person follows the procedures set out and action taken accordingly.

12.4 They are expected to confirm their acceptance of the DBS code of practice, confidentiality procedures, the Security, Storage, Handling, Retention & Disposal of Disclosures and the Form of Agreement before the organisation and the appointed Nominated Person(s) can be allowed the privileges afforded to them.

12.5 If the Nominated Person(s) does not follow any of the procedures agreed in the latter procedures and policies then their privilege to act as a Nominated Person will be suspended and then terminated as necessary. The countersignatory at UM will investigate the non-compliance issues that are identified and further remedial action planned.

12.6 The Nominated Person is a responsible senior person(s) who has responsibilities for making recruitment decisions on behalf of that organisation. Each client organisation will have at least one Nominated Person but ideally two would be preferred.

12.7 The client organisation can register online using our secure website. Once the UM management team approves the client registration form, the Nominated Person's login details will be emailed to the Nominated Person's email address.

12.8 Nominated Person can create the required log in details for the candidate to complete the DBS application form. The Nominated Person can check a range of original documentation to prove their identity including current name, date of birth, address and a document containing a photograph from the approved identity list. They will then complete section W and X. Each Nominated Person will be authorised by UM after accepting the requisite terms and conditions.

12.9 The Nominated Person is also able to authorise payments for the completed application forms. They have the privilege to submit the completed application form to UM for further processing by the countersignatory.

13. Staff Responsibility

13.1 All UM staff are expected to follow the policies for Secure Storage, Handling, Use, Retention and Disposal of Disclosures and confidentiality policy. Staff responsibility for security is serious and any non-compliance will be a disciplinary issue.

13.2 The same is expected from all the staff and individuals either working or associated in any form to that of the client organisation.

13.3 UM will ensure that all staff have fully read and understood these documents before they commence work and the same would be expected of the client organisation.

14. Termination and Effect

14.1 UM may terminate this Agreement at any time by serving the Client with one (1) month's prior written notice, such termination to take effect upon the expiry of one (1) month from the date of the notice.

14.2 Either party to this Agreement may immediately terminate this Agreement if the other party:

- Fails to make any payment due under this Agreement when due.
- Breaches the terms of this Agreement and, if the breach is capable of remedy, has not remedied the breach within five (5) working days of receiving notice requiring the breach to be remedied.
- Persistently breaches any one or more terms of this Agreement; and/or
- Appears due to their credit rating to be financially inadequate to meet their obligations under this Agreement.

14.3 Upon termination of this Agreement for any reason:

- All monies owed by the Client to UM shall become immediately due and payable;
- UM will immediately return to the Client any DAFs that are unprocessed at the date of Termination. This applies to both online and paper submissions.
- The Client will not send UM any further DAFs and UM will not accept any further submissions of DAFs from the Client. This applies to both online and paper submission.
- UM will forward to the Client any Disclosure results which were sent to the DBS, DS and/or ANI (as applicable) prior to the date of termination but which are following the date of termination, returned by the DBS, DS and/or ANI (as applicable) to UM.

15. Force Majeure

15.1 UM shall have no liability to the Client for any delay in performance of this Agreement to the extent that such delay is due to any events outside UM's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, subcontractor delays, strikes, lock-outs, riots, civil commotions, malicious damage, explosion, governmental actions and any other similar events and/or any delay, interruption or suspension of service by the DBS.

15.2 If UM is affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.

Nominated Persons

(Maximum of 2 people)

Full Name and Position

Full Name and Position

Agreed and Accepted by the parties to this Agreement

Signed
(For Client)

Name

Organisation (Client)

Date

Name and address of Client for invoice

(CAPITALS)

Postcode

Telephone Number

Signed
(For United Medicare Limited)

Name
(Block Capitals)

Date

Please send this copy back to United Medicare; if this is not received we will not be able to send you the original disclosures.