

## Mayflower Disclosure Services Ltd Terms of Business

### 1. DEFINITIONS

1.1 In these Terms of Business the following definitions apply: -

<b>"Customer"</b>	means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to which the Service is supplied;
<b>"User"</b>	means the Application Manager or ID Checker nominated by the Customer;
<b>"Applicant"</b>	means the Individual, requiring a DBS Check or Disclosure Scotland Check or AccessNI Check or External ID Validation Check or Employee Credit Check
<b>"The Service Provider"</b>	means Mayflower Disclosure Services Ltd. 3rd Floor, 86-90 Paul Street, London, EC2A 4NE
<b>"DBS"</b>	means the Disclosure and Barring Service, PO Box 396, Royal Wootton Bassett, SN4 4HF
<b>"Disclosure Scotland"</b>	means Disclosure Scotland, PO Box 250, Glasgow, G51 1YU
<b>"AccessNI"</b>	means AccessNI, PO Box 1085, Belfast, BT5 9BD
<b>"Disclosure"</b>	means a DBS check or a Disclosure Scotland Check or an AccessNI check
<b>"Credit Reference Agencies"</b>	means the credit reference agency Experian Limited, The Sir John Peace Building, Experian Way, NG2 Business Park, Nottingham NG80 1ZZ and Equifax Limited, 1 Angel Court, London, United Kingdom, EC2R 7HJ.

1.2 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3 The headings contained in these Terms are for convenience only and do not affect their interpretation.

1.4 The Service Provider reserves the right to make changes to these Terms and Conditions at any time.

### 2. THE CONTRACT

2.1 These Terms constitute the contract between the Service Provider and the Customer for the supply of Disclosure and Barring Service/Disclosure Scotland/AccessNI Disclosure services and External ID Validation checks and Employee Credit Check Services by the Service Provider to the Customer and are deemed to be accepted by the Customer by virtue of its request for DBS/Disclosure Scotland Services/AccessNI and/or External ID Validation/Employee Credit Check Services.

2.2 No variation or alteration to these Terms shall be valid unless approved by the Service Provider in writing.

2.3 Unless otherwise agreed in writing by the Service Provider, these Terms prevail over any terms of business or purchase conditions proffered by the Client.

### 3. COMPLIANCE WITH DBS / DISCLOSURE SCOTLAND / ACCESSNI CODE OF PRACTICE EXTERNAL ID VALIDATION / EMPLOYEE CREDIT CHECK TERMS

3.1 The Customer accepts they are aware of and agree to abide by the DBS/Disclosure Scotland/AccessNI Code of Practice for the use and dissemination of any information contained in a Disclosure.

3.2 The Customer accepts they are aware of and agree to abide by the External ID Validation check and Employee Credit Check Terms and Conditions.

#### **4. COMPLIANCE WITH DATA PROTECTION ACT 2018 AND THE UK GENERAL DATA PROTECTION REGULATION (UK GDPR)**

4.1 The Customer accepts they are aware of and agree to abide by The Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR)

4.2 The Customer will have Data Protection and General Data Protection Policies in place and will provide these policies to the Service Provider on request.

#### **5. CHARGES/SERVICE**

5.1 The Customer agrees to pay the charges of the Service Provider as notified at the commencement of the Service and as may be varied from time to time during the Service. For DBS/Disclosure Scotland/AccessNI services, the charges are calculated at the prevailing DBS/Disclosure Scotland/AccessNI charge plus a counter-signatory/admin charge per application. Other charges may be applicable for additional services, - i.e. delivery charges and unforeseen expenses. VAT may be payable on the entirety of these charges.

5.2 The fee for a Disclosure and External ID Validation/Employee Credit Check is a processing fee and it is charged at the point of application.

5.3 Payment should accompany the application form or order form (whichever is applicable) unless arrangements as per 5.4 have been made.

5.4 By arrangement, the charges can be invoiced to the Customer when the application form or order form (whichever is applicable) has been submitted to the DBS/Disclosure Scotland/AccessNI/Credit Reference Agencies and are payable on receipt of invoice unless otherwise agreed. Invoices are issued electronically to the Customer. Credit facilities are provided at the discretion of the Service Provider. The Service Provider reserves the right to charge late payment fees up to £100 plus interest on any overdue amounts at the rate of 8% per day above the base rate of the Bank England from the due date until the date of payment.

5.5 The Customer is responsible for charges and other expenses relating to the application unless otherwise arranged.

5.6 The Customer is responsible for charges and other expenses relating to the application unless otherwise arranged even if the application is rejected by the DBS/Disclosure Scotland/AccessNI/Credit Reference Agencies.

5.7 DBS/Disclosure Scotland/AccessNI application forms (from eligible individuals) paid up-front and submitted through our online application system will be countersigned by the Service Provider within 3 working days (during normal working hours) and forwarded to the appropriate agency for processing subject to an accurately completed application form with no further queries.

5.8 DBS/Disclosure Scotland/AccessNI application forms paid up-front or paid by arrangement as per 5.4, submitted through our online application system will be countersigned by the Service Provider within 3 working days (during normal working hours) and forwarded to the appropriate agency for processing subject to the Customer's approval (by an authorised Applicant Manager) and receipt of an accurately completed application form with no further queries.

5.9 External ID Validation/Employee Credit Check requests paid up-front will be processed within 1 working day (during normal working hours) and forwarded to the appropriate agency for processing subject to the Customer's approval (by an authorised requester) and receipt of an accurately completed request form with no further queries.

5.10 The Customer will establish that there is a legal entitlement to request a Standard/Enhanced/PVG criminal record disclosure before an application is submitted to the Service Provider. The Customer will provide any information requested by the Service Provider to provide assurance that the "Position Applied For" meets the necessary legal entitlements for the type of Disclosure requested. The Service Provider has the final decision regarding eligibility and has the right to alter the type and/or level of a disclosure application to comply with the law. If the Customer is unable to provide satisfactory assurance, the Service Provider reserves the right to reject the application and withdraw it from the application process. This will incur the countersignatory/admin fee plus VAT charged at the applicable rate.

5.11 The Customer will establish that there is a legal entitlement to request an Employee Credit Check before a request is submitted to the Service Provider. The Customer will provide any information requested by the Service Provider to provide assurance that the applicants' role meets the necessary legal entitlements for an Employee Credit Check. If the Customer is unable to provide satisfactory assurance, the Service Provider reserves the right to reject the request and withdraw it from the process. This will incur the countersignatory/admin fee plus VAT charged at the applicable rate.

5.12 Applicant's Failure to Complete Process – Where an Applicant fails to provide requested information or documentation within 56 days, the Service Provider reserves the right to withdraw

the application/request and request the process be re-started. This may incur an additional DBS/Disclosure Scotland/AccessNI/Credit Reference Agencies charge plus the Service Provider's counter-signatory/admin fee, plus VAT charged at the applicable rate.

- 5.13 Customer's Failure to Complete Process – Where a Customer fails to provide requested information or documentation within 56 days of approving an application form or order form (whichever is applicable), the Service Provider reserves the right to withdraw the application and request the process be re-started. This may incur an additional DBS/Disclosure Scotland/AccessNI/Credit Reference Agencies charge plus the Service Provider's counter-signatory/admin fee, and VAT charged at the applicable rate.
- 5.14 The DBS return online application results as an E-Notification to the Customer (specifically to an authorised Application Manager). In all cases, a paper certificate is posted to the Applicant directly from the DBS to the current home address provided by the Applicant on their application form, \* or to an alternative address nominated by the Applicant when they completed their application form. \*Basic DBS applications only.
- 5.15 Disclosure Scotland returns application results as a paper certificate. Within 5 working days of receipt of the paper certificate, the Service Provider dispatches the paper certificate, by Post, to the Customer/Applicant, to the current home address, provided by the Applicant on their application form; or with the Applicant's permission/knowledge, to their Employer (the Customer).
- 5.16 AccessNI returns "clear" online application results as an E-Certificate to the Applicant. The Applicant can share this with the Customer through their online nidirect.gov.uk account. For results containing "content" i.e. a criminal record exists, a paper certificate is posted to the Applicant directly from AccessNI to the current home address provided by the Applicant on their application form. In all cases the Service Provider will return the application results as an E-Notification to the Customer (specifically to an authorised Application Manager).
- 5.17 The Customer will comply with recommendations made by the Service Provider.
- 5.18 If an application/order is rejected and/or withdrawn for any reason by DBS/Disclosure Scotland/AccessNI/Credit Reference Agencies, the full fee will be charged and a refund will not be given.

## 6. LIABILITY

- 6.1 It is the sole responsibility of the Customer to ensure they are requesting the correct check/disclosure. The Service Provider provides guidance only; this should not be considered a substitute for legal advice. Whilst every effort is made by the Service Provider to provide satisfaction to the Customer/Applicant and to provide them in accordance with the Customer's/Applicant's request, the Service Provider, its commissioners, employees, officers and agents shall not be liable for any loss or damages or expenses of any kind including without limitation compensatory, direct, indirect or consequential damages, loss of data, documents, income or profit, loss of or damage to property or claims by third parties howsoever arising. For the avoidance of doubt, the Service Provider does not exclude liability for death or personal injury arising from its own negligence.
- 6.2 The Service Provider is not responsible for the information produced on the final Disclosure and Barring Service/Disclosure Scotland/AccessNI Disclosure Report/Certificate and the External ID Validation Check Report and the Employee Credit Check Report. This is produced by the DBS/Disclosure Scotland/AccessNI/Credit Reference Agencies and the Service Provider does not have any involvement with the production of this report.
- 6.3 The Service Provider does not issue or handle the DBS/AccessNI paper certificates. These are sent by post directly from the DBS/AccessNI to the Applicant at the address on their application form \* or to an alternative address nominated by the Applicant when they completed their application form. \*Basic DBS applications only. The Service Provider is not responsible for the delivery or receipt by the applicant of the paper certificate at the applicant's address \* or to an alternative address nominated by the Applicant when they completed their application form. \*Basic DBS applications only.  
In the rare case of non-delivery of a certificate, the Applicant must contact the DBS/AccessNI directly to inform them and to request a reprint.
- 6.4 Whilst every effort is made by the Service Provider to ensure the information provided by the Customer/Applicant on the DBS/Disclosure Scotland/AccessNI Disclosure application form or External ID Validation/Employee Credit Check request is accurate, the Service Provider, its commissioners, employees, officers and agents shall not be liable for any loss or damages or expenses of any kind due to inaccurate or undisclosed information on a completed DBS/Disclosure Scotland/AccessNI Disclosure application form or External ID Validation Check/Employee Credit Check request which has been signed or approved by the Customer/Applicant. For the avoidance of doubt, if an application is rejected or withdrawn from

processing by the DBS/Disclosure Scotland/AccessNI for whatever reason, the full fee will be charged and a refund will not be given.

- 6.5 These Terms of Business do not apply to the services or websites of any other person or entity. Although links to other websites may be available from our Website, you acknowledge and agree that we are not responsible or liable under any circumstance for such external websites or resources and that we do not endorse any content, advertising, products, or other materials on or available from such websites or resources.

## **7. CUSTOMER LOGIN RESPONSIBILITIES**

- 7.1 All Customer's User accounts must be protected by a password that complies with our password requirements, and the password requirement must not be bypassed or neutralized. Passwords should not be written down in a public place or stored electronically in an unencrypted manner.
- 7.2 User Passwords should not be inserted into emails or similar forms of electronic information.
- 7.3 Users should not share their passwords with anyone
- 7.4 If a User suspects that their account or password has been compromised, they must report this immediately to the Service Provider
- 7.5 Anyone with knowledge of unauthorized access to an account or password or misuse of an account or password should notify the Service Provider immediately
- 7.6 It is the Customer's responsibility to notify the Service Provider when a User leaves or no longer requires access to the service.
- 7.7 The Service Provider, its commissioners, employees, officers and agents shall not be liable for any loss or damages or expenses of any kind due to the Customer's negligence or misuse of their password.

## **8. TERMINATION**

- 8.1 The Customer or Applicant will inform the Service Provider immediately in writing if they wish to withdraw their application or request. A reimbursement will be made upon receipt of a formal written cancellation, less the Service Provider's admin fee and applicable VAT. However, if the application/order has already been countersigned or processed by the Service Provider and forwarded to the DBS/Disclosure Scotland/AccessNI/Credit Reference Agencies, the full fee will be charged and a refund will not be given.

## **9. LAW**

- 9.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts in England & Wales.