



www.onlineSCR.co.uk

SINGLE CENTRAL RECORD LTD

TERMS OF BUSINESS

ABOUT OUR TERMS

- 1.1 These Terms explain how you may use the Website and Services.
- 1.2 You should read these Terms carefully before using the Website and Services.
- 1.3 By accessing or using the Website and Services or otherwise indicating your consent you agree to be bound by these Terms and the documents referred to in them.
- 1.4 If you do not agree with or accept any of these Terms, you will be unable to continue to access the Website and Services.
- 1.5 **Definitions**

Additional Services:

means such additional services provided or made available by us to you under these Terms from time to time to include without limitation the transfer of your existing single central record and the provision of a single central record update service;

Agreement:

means these Terms and any other document expressly relating to the Services;

Annual Membership Fee:	means the annual fee(s) payable by you to us in respect of the Core Services as notified to you on the registration page of the Website;
Applicable Law:	means any and all applicable laws, statutes, orders, rules, treaties, decree, regulations, directives, edicts, bye-laws, schemes, warrants, other instruments made under or to be made under any statute, and exercises of the royal prerogative and codes of conduct and regulatory rules or guidelines, whether local, national, international or otherwise existing from time to time, together with any other similar instrument having legal effect in the relevant circumstances;
Applicant:	means the individual who is the subject of the Checking Services;
Applicant Data:	means information and data relating to the Applicant provided to us by you in connection with the Services, which includes personal data as defined by the Data Protection Act 2018 (“DPA 2018”) (as amended) and, once in force, the EU General Data Protection Regulation (“GDPR”);
Authorised User, you, your:	means the Customer or person(s) authorised by the Customer, being employees of the Customer only, to access or use the Website, its Content and Services;
Business Days:	means any day other than a Saturday or Sunday when banks in London are open for normal business;
Charges:	means the charges you shall pay us for the Services as set out in clause 14;
Check Results Certificate:	means the check results supplied by the Third Party Provider and provided by us to you as part of the Services;
Checking Services:	means the checking services and DBS Service provided by us or made available to you and/or the Applicant under these Terms;
Confidential Information:	means any and all confidential information, (whether in oral, written or electronic form) including technical or other information imparted in confidence or disclosed by one party to the other or otherwise obtain by one party relating to the other’s business, finance, or technology, know-how, Intellectual Property Rights, assets, strategy,

products and customers, including information relating to management, financial, marketing, technical and other arrangements or operations of any person, firm or organisation associated with that party;

- Content:** means content, data, Promotional Codes and materials (including but not limited to information, reports, reviews, comment and opinion) delivered to you as part of the Services (whether on a computer screen, in email or paper format) or contained in the Website, including the website design, text and graphics, and their selection and arrangement, and all software compilations, underlying source code and software and applets;
- Cookie Policy:** means the policy <https://onlinescr.co.uk/cookies-policy/> which governs how we use cookies in the Website;
- Core Services:** means the single central record services provided by us to you under these Terms which records the Checking Services that have been carried out and the date on which each such Checking Service was completed by or on behalf of the Applicant;
- Customer:** means the person, firm or corporate body contracting for the Services;
- Data Protection Regulations:** means the DPA 2018, the GDPR, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the EU Data Protection Directive 95/46/EC and all other applicable laws, regulations and codes of practice relating to the processing of personal data or sensitive personal data or special categories of personal data (as defined under the DPA 2018 and the GDPR respectively) or relating to privacy under any jurisdiction application to these Terms as the same made be amended, modified or replaced from time to time;
- DBS Service:** means the disclosure and barring service check provided by us or made available to you and/or the Applicant via www.onlinescr.co.uk under these Terms;
- Fact Sheet:** means the fact sheet which sets out a description of the Services and the user instructions for the Services made available at <https://onlinescr.co.uk/fact-sheet/>

Force Majeure:	means acts, events, omissions, accidents or an event or sequence of events beyond our reasonable control, including without limitation, strikes, lock-outs or other industrial disputes (including our workforce or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of us, our subcontractors or Third Party Providers;
Group Company:	means any holding company or subsidiary of us, or any subsidiary of such holding company. A reference to a holding company or a subsidiary means a holding company (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirements contained in sections 1159(1)(b) and (c), as a member of another company even if it shares in that other company are registered in the name of (a) another person (or its nominee) by way of security or in connection with the taking of security, or (b) its nominee. Any reference to “Group” and “Group Companies” shall be interpreted accordingly;
Identification Details:	means the User name and password required for the Authorised User to access and use the Website and Services;
Intellectual Property Rights:	means rights, including but not limited to, rights in or to copyright, design rights, database rights, patents, trademarks, brand names, trade names, technical information or know-how or confidential information and any other rights in respect of any other industrial or intellectual property, whether registrable or not and wherever existing in the world and including, without limitation, all rights to apply for any of the foregoing rights;
Joining Fee:	means the one off fee payable by you to us in respect of the Core Services as notified to you on the registration page of the Website;
Password Minimum Security Standards:	means the security measures set out in clause 4 as may be updated or reissued from time to time in accordance with these Terms;

Privacy Policy Requirements:	means the policy https://onlinescr.co.uk/privacy-policy/ , which governs how we process any personal data collected from you;
Promotional Code:	means a code that we have given to you to enable your access to the Services for a discounted rate;
Services:	means the Additional Services, Checking Services, DBS Services and Core Services made available to you and/or the Applicant on the Website from time to time and Service shall be interpreted accordingly;
Terms:	means these terms and conditions as updated from time to time under clause 23.10;
Third Party Provider:	means the third party who produces the Check Results Certificate to include but not limited to Access Northern Ireland, the Disclosure and Barring Service, Disclosure Scotland and NCTL Teacher Services;
User ID:	means the personal and unique identification code we issue to you to enable you to access the Website and Services;
Unwanted Submission:	has the meaning given to it in clause 7;
Website	means www.onlinescr.co.uk and all associated web pages;
We, us and our	means Single Central Record Ltd (company registration number 10926999), whose registered office address is at Single Central Record Ltd Unit 5, The Courtyard, Old Court House Road, Bromborough, Wirral, Merseyside, CH62 4HE;
Your Data	means information and data you have provided to us on or in connection with the Website and/or Services, which may from time to time include personal data as defined by the DPA 2018 and the GDPR,
VAT	United Kingdom value added tax or any other tax imposed in substitution for it and any equivalent or similar tax imposed outside the United Kingdom.

1.6. Your use of the Website and Services means that you must also comply with our Privacy Policy and Cookie Policy.

1.7 In these Terms the following rules apply:

- (a) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under the statute or statutory provision, as amended or re-enacted;

- (b) any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (c) a reference to a party includes that party’s personal representatives, successors and permitted assigns;
- (d) a reference to “writing” or “written” includes faxes and emails.

2. USE OF THE WEBSITE AND SERVICES

- 2.1 The Website is for your use only subject to payment in full of the Charges.
- 2.2 You may only access the Website and Services if you have registered and set up an account, paid the Joining Fee and have Identification Details. We are under no obligation to accept your application to access the Website and Services. We may assign each Customer a different level of access to the Website which will govern that Customer’s ability to access the materials on it. You agree to only use the Website, the Content of the Website and Services in accordance with your authorised level of access.
- 2.3 You are responsible for maintaining the confidentiality of your account and Identification Details and for restricting access to your computer to prevent unauthorised access to your account. You are responsible for all activities that occur under your account.
- 2.4 You should take all necessary steps to ensure that the Identification Details are kept confidential and secure and should inform us immediately if you have any reason to believe that your Identification Details have become known to anyone else, or if the Identification Details are being, or are likely to be, used in an unauthorised manner. Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provide when registering.
- 2.5 You will be offered a limited number of attempts to enter your Identification Details correctly. If this information is entered incorrectly on the limited number of attempts permitted, your rights to use the Website and Services may be temporarily suspended and your account temporarily disabled by us.
- 2.6 The Website and Services, and content accessible through them, are intended for use only by those who can access it from within the UK. If you choose to access the Website from locations outside the UK, you are responsible for compliance with local laws where they are applicable. We make no representation that the Content of the Website or the Services is appropriate if available for use in other locations.
- 2.7 Except to the extent such activities are expressly agreed by us, your rights to benefit from the Website and the Services do not permit you to:
 - (a) interfere or attempt to interfere with the proper working of the Website, the Services or any activities conducted via the Website or the Services;

- (b) copy, cut and paste, email, reproduce, publish, distribute, redistribute, broadcast, transmit, modify, adapt, edit, abstract, create derivative works of, store, archive, publicly display, sell or in any way commercially exploit any part of the Website or the Services;
 - (c) access all or any part of the Website or the Services in order to build a product or service which competes with the Website or the Services;
 - (d) attempt to decompile (as defined in section 50B of the Copyright Designs and Patents Act 1988) the underlying software (or any part of it) that is used to provide the Services, except and only to the extent that such restriction is prohibited pursuant to section 50B of the Copyright, Designs and Patents Act 1998;
 - (e) to observe, study or test the functioning of the underlying software (or any part of it) that is used to provide the Services, except and only to the extent that such restriction is prohibited pursuant to section 50B of the Copyright, Designs and Patents Act 1998; and
 - (f) interfere or attempt to interfere with the proper working of the Website, the Services or any activities conducted via the Website or the Services.
- 2.8 You shall procure that Applicants comply with the provisions of this clause 2 in relation to their use of the Website and/or the Services.

3. PRIVACY

We take your privacy very seriously and we comply with the Data Protection Requirements. We will use any information given to us by you or collected by us during your use of the Website and Services only in accordance with our [Privacy Policy](#). Please be aware that we may record telephone calls for training, verification, fraud prevention, audit and quality purposes.

4. PASSWORD MINIMUM SECURITY STANDARDS

- 4.1 Following our acceptance of your application to set up an account we shall issue you with a User ID and temporary password. A User ID may not be assigned to another person, even at a subsequent time.
- 4.2 Upon receipt of the User ID you must log in using your temporary password whereupon you will be prompted to set up a secret password associated with the User ID. This password must only be known to you.
- 4.3 Passwords must consist of 8 characters with at least 1 uppercase, 1 lowercase and 1 numeric. Passwords shall not contain any item that can be easily related to you and must be changed at regular intervals and not be a password previously used by you. Passwords shall be modified by you to a secret value known only to you when it is first used.
- 4.4 You are responsible for maintaining the confidentiality of your Identification Details and for all users of your account, whether or not authorised by you. If you think that somebody else knows

your username and password you must contact us immediately so that we can change your account details. Please contact us if you believe your account is no longer secure.

- 4.5 You agree that you are solely responsible for:
- (a) all costs and expenses you may incur in relation to your use of the Website and Services; and
 - (b) keeping your Identification Details and other account details confidential.
- 4.7 We shall deactivate your account in the event we become aware of any misuse of the Website, or any security breach which could compromise the security or integrity of the Website or otherwise adversely affect us.

5. SUSPENSION OF ACCESS

- 5.1 We may disable the Website and suspend access to the Services to you if:
- (a) we suspect that there has been any misuse of the Website, the Services or breach of these Terms;
 - (b) you fail to pay any Charges due to us by the due date for payment; or
 - (c) if we believe that your actions may cause us financial loss or legal liability.
- 5.2 Unless otherwise prevented from doing so as a matter of law, we will notify you as soon as possible after disabling the Website and suspending the Services.
- 5.3 Where the reason for disabling the Website and the suspension is suspected misuse of the Services or breach of these Terms we will take steps to investigate the issue and may restore or permanently suspend access at our discretion. If we consider it appropriate to permanently suspend access to you, we will notify you in writing and the Agreement will terminate immediately on service of such notice.
- 5.4 In relation to suspensions under clause 5.1(b), access to the Website and/or the Services will be restored promptly after we receive payment in full and cleared funds.
- 5.5 Any Charges due shall remain payable during any period of suspension under this clause 5 notwithstanding that you may not have access to the Website and the Services.

6. ACCURACY OF INFORMATION AND AVAILABILITY OF THE WEBSITE

- 6.1 While we try to make sure that the Website and Content on the Website is accurate, up-to-date and free from bugs, we cannot promise that it will be. Furthermore, we cannot promise that the Website and the Services will be fit or suitable for any purpose. Any reliance you may place on the information on the Website is at your own risk.
- 6.2 While we try to make sure that the Website and the Services are available for your use, we do not promise that the Website and the Services are available all the time or at any specific time

nor do we promise the uninterrupted use by you of the Website and the Services. They may be temporarily suspended if the computer systems used to provide the Website or Services are under repair or maintenance or are otherwise unavailable. You acknowledge that the Website and the Services are provided on an “as is” and “as available” basis.

- 6.3 Nothing provided by us or in connection with the Website or Services (included but not limited to Content and our email alerts) is or deemed to constitute financial or legal advice. The information we provide is not intended to be relied on by you in making (or refraining from making) any specific decision or to replace independent legal advice. Any information provided by us in or in connection with the Website is for general information purposes only.
- 6.4 Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for these purposes.
- 6.5 We shall not have any liability to you for any non-availability or interruption in the operation of the Website or the provision of the Services or for any failure or delay of a communication which is as a result of Force Majeure.

7. SUBMITTING INFORMATION TO THE WEBSITE

- 7.1 While we try to make sure that the Website is secure, we cannot guarantee the security of any information that you supply to us and therefore we cannot guarantee that it will be kept confidential. For that reason, you should not let us have any patentable ideas or patent applications, advertising or marketing suggestions, prototypes, or any other information that you regard as confidential, commercially sensitive or valuable (**Unwanted Submissions**). While we value your feedback, you agree not to submit any Unwanted Submissions.
- 7.2 We may use any Unwanted Submissions as we see reasonably fit on a free-of-charge basis (bear in mind that we have no way of knowing whether such information is confidential, commercial sensitive or valuable because we do not monitor the Website to check for these matters). Therefore, we will not be legally responsible for keeping any Unwanted Submissions confidential nor will we be legally responsible to you or anybody else for any use of such Unwanted Submissions.
- 7.3 We are not responsible for the accuracy of any information uploaded to or downloaded from the Website.
- 7.4 When registering for the Services, you have the option to upload information to the Website about your school and Applicant(s) from your current single central record. You must ensure that you have appropriate software in place to prevent any viruses being transferred to the Website and you are entirely responsible for any content that you upload (both in terms of the accuracy of such data and otherwise).

7.5 In relation to the DBS Service you shall procure that the Applicant complies with the provisions of this clause 7.

8. YOUR CONDUCT

8.1 You must not use the Website in any way that causes, or is likely to cause, the Website, the computer systems which host the Website or access to it to be interrupted, damaged or impaired in any way. You must not do anything that restricts or inhibits the use and enjoyment of the Website by other users.

8.2 You must not use the Website for fraudulent purposes, or in connection with a criminal offence or other unlawful activity; to send, use or reuse any material that is illegal, offensive, abusive, indecent, defamatory, obscene or menacing; or in breach of copyright, trademark, confidence, privacy or any other right; or it otherwise injurious to third parties; or objectionable; or which consists of, or contains, software viruses, political campaigning, commercial solicitation, chain letters, mass mailings of any 'spam'; to cause annoyance, inconvenience or needless anxiety.

8.3 In relation to the DBS Service you shall procure that the Applicant complies with the provisions of this clause 8.

9. OWNERSHIP, USE AND INTELLECTUAL PROPERTY RIGHTS

9.1 The Services and the Website and all Intellectual Property Rights in it including but not limited to any Content are owned by us, our licensors or both (as applicable). We and our licensors reserve all of its rights in any intellectual property in connection with this Agreement. This means, for example that we and our licensors remain owners of them and free to use them as it sees fit.

9.2 Nothing in this Agreement grants you or the Applicant any legal rights in the Services and the Website other than as necessary to enable you to access the Website and use the Services. You shall not adjust, try to circumvent or delete any notices contained on the Website (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Website. You shall procure that the Applicant complies with the provision of this clause.

10. SOFTWARE

10.1 Software may be made available for you to download in order to help the Website work better. You may only use such software if you agree to be bound by the terms and conditions that apply to such software (this is sometimes known as an 'end user licence agreement' or 'EULA'). You will be made aware of any terms and conditions that apply to the software when you try to download it. If you do not accept such terms and conditions, you will not be allowed to download the software. You should read any terms and conditions carefully to protect your own interests (they may contain provisions that set out what your legal rights are under, e.g., the Consumer Rights Act 2015, what your legal responsibilities are when using software, what the software provider's legal responsibilities are, and provisions that limit a software provider's legal

responsibilities to you). You shall procure that the Applicant complies with the provisions of this clause.

- 10.2 Using the software in an unlawful way (such as reproducing or redistributing it in a way that breaches these Terms and any others that apply to it) is expressly prohibited and may result in civil and criminal penalties.

11. HYPERLINKS AND THIRD PARTY SITES

The Website may contain hyperlinks or references to third party websites other than the Website. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

12. COMPLIANCE WITH THIRD PARTY PROVIDER TERMS

For Services and the Check Results Certificate provided by a Third Party Provider, separate terms and conditions may apply and you accept and agree to abide with the Third Party Provider terms. You shall ensure that the Third Party Provider terms are brought to the Applicant's attention and that the Applicant agrees to and accepts the terms prior to the submission of an application for the DBS Service.

13. DBS SERVICE

- 13.1 The DBS Service is provided by Access Personal Checking Services Ltd (**Access**) via www.onlinescr.co.uk

- 13.2 By accessing or using www.onlinescr.co.uk and Services or otherwise indicating your consent you agree to be bound by Access Personal Checking Services Ltd (APCS) separate terms and conditions and policies together with the Third Party Provider terms. You shall ensure that the APCS's terms and conditions and policies and the Third Party Provider terms in respect of the DBS Service are brought to the Applicant's attention and that the Applicant agrees to and accepts the terms prior to the submission of an application for the DBS Service.

- 13.3 You agree that you are solely responsible for:

- (a) keeping the disclosure information confidential to those involved in the recruitment decision;
- (b) carrying out identity checks diligently in accordance with the Third Party Provider's guidelines and to complete forms or online screens to confirm that you have done so;
- (c) not discriminating against ex-offenders;

- (d) submitting enhanced disclosure applications solely for the purposes of regulated activities eligible for such disclosures under current legislation; and
- (e) submitting volunteer status enhanced disclosures, only for positions defined under current legislation as being eligible.

14. CHARGES AND PAYMENT

- 14.1 The Charges on the Website are checked regularly to ensure that they are correct. You agree to pay the Charges as notified at the commencement of the Services. We reserve the right to change the Charges at any time by publishing the modified Charges online at www.onlinescr.co.uk. Any change to the Charges will take effect immediately. However, any changes to the applicable charges will not apply to any orders for Services made prior to the date of such change.
- 14.2 The Charges for Services indicated on the Website include all taxes, including VAT, which may be payable in respect of the Services. All payments taken will be in pounds Sterling.
- 14.3 You are responsible for Charges and other expenses relating to the Checking Services unless otherwise arranged even if the application for Checking Services is rejected by the Third Party Provider.
- 14.4 Payment of the Joining Fee must be made in advance by credit or debit card by telephoning our accounts department. We also accept payment by BACS (further details of how to pay by BACS are available on the invoice or from our accounts department).
- 14.5 All Charges other than the Joining Fee and Annual Membership Fee will be invoiced at the end of the month in which they are incurred and payable by you, within 30 days. The Joining Fee is a one off fee payable in advance of you accessing the Website. You will be charged an Annual Membership Fee in advance for each subsequent year that you use the Website and the Services.
- 14.6 It is your responsibility to ensure that all payment details you provide are correct and complete. We are not responsible for supplying Services if the details you submit are incorrect or incomplete.
- 14.7 No payment will be deemed to have been made until we have cleared funds and we may choose not to provide the Services until we receive payment in full. If we are unable to accept your request for Services for any reason then we will, at our option, either not debit your payment card or refund any money paid by you in respect of that request.
- 14.8 Where an Applicant fails to provide requested information or documentation within 60 days, we reserve the right to withdraw the application/request for Checking Services and request the process be re-started. This may incur additional Charges. We also reserve the right to charge an administration fee, plus VAT charged at the applicable rate.

- 14.9 Save as otherwise expressly provided in this Agreement or required by law, all payments to be made by you to us under this Agreement shall be made in full and without set-off or any deduction or withholding on account of any counter-claim.
- 14.10 Interest shall be payable on any sum due but unpaid by you from the due date until payment, and whether before or after judgment at an annual rate equal to 8% over the current base lending rate of our bankers from time to time.
- 14.11 Time for payment shall be of the essence of this Agreement. All sums payable to us under this Agreement shall become due immediately on its termination. This clause is without prejudice to any right to claim interest under the law, or any such right under this Agreement.

15. PROMOTIONAL CODES

- 15.1 Promotional Codes are made available at our discretion and may not be available for all Services.
- 15.2 Details of what Services are covered by your Promotional Code are set out on the Website. The period covered by your Promotional Code will be stated on the Promotional Code itself or notified to you when you receive the Promotional Code.
- 15.3 If you use a Service under a Promotional Code, additional usage conditions may apply.

16. DATA PROTECTION

- 16.1 Each party agrees that, in the performance of its respective obligations under this Agreement, it shall comply with the provisions of the Data Protection Requirements to the extent it applies to each of them.
- 16.2 For the purpose of this clause 'data controller', 'data processor', 'data subject', 'Information Commissioner', 'personal data' 'processing' and 'sensitive personal data' shall have the meanings given to them in the DPA 2018.
- 16.3 You consent to us processing Your Data to:
- (a) provide the Services; and
 - (b) process your payment for such Services.
- 16.4 You agree that we may pass your personal information to Third Party Providers.
- 16.5 We will not disclose to any other third party any information provided by you or the Applicant without your consent.
- 16.6 We will ensure that anyone to whom we pass your or the Applicants details agrees to treat them with the same level of protection we are obliged to provide.

- 16.7 You are the data controller in respect of Your Data and the Applicant Data that we process in the course of providing the Services (other than business contact data processed by us to allow it to manage your account).
- 16.8 We shall process Your Data and the Applicant's Data in accordance with our Privacy Policy and the policies referred to at www.onlinescr.co.uk.
- 16.9 In relation to Your Data you warrant that:
- (a) you own all rights, title and interest in and to all of Your Data and agree that we shall have no responsibility for the legality, reliability, integrity, accuracy and quality of the Your Data;
 - (b) you are entitled to transfer Your Data to us so that we may lawfully use, process and transfer Your Data in accordance with these Terms on your behalf;
 - (c) you are the data controller in relation to all personal data contained in Your Data that you make available us as a data processor in connection with our provision of the Services;
 - (d) any personal data stored or transferred will be appropriately classified and protected through suitable encryption; and
 - (e) you are registered with all relevant data protection authorities to process all personal data in relation to the Services;
- 16.10 In relation to Applicant Data you warrant that:
- (a) you are able to provide to us, and have the agreement from the Applicant and third parties as appropriate to provide to us, all of the Applicant Data and agree that we shall have no responsibility for the legality, reliability, integrity, accuracy and quality of the Applicant Data;
 - (b) you are entitled to transfer the personal data contained in the Applicant Data to us so that we may lawfully use, process and transfer the personal data in accordance with these Terms on your behalf;
 - (c) you are the data controller in relation to all personal data contained in the Applicant Data that you make available to us as a data processor in connection with our provision of the Services;
 - (d) you have obtained the Applicant's informed consent for us to process the personal data in the Applicant Data for the purposes of us supplying the Services to i) disclose the personal data in response to any subject access request relating to these Terms; and ii) retain personal data for as long as is necessary in relation to the Services; and
 - (e) any personal data stored or transferred will be appropriately classified and protected through suitable encryption.
- 16.11 Where a party (the **Data Processor Party**) processes personal data as a Data Processor of the other party (the **Data Controller Party**) then the Data Processor Party shall process such personal data in accordance with the following:

- (a) The Data Processor shall only process the personal data only on documented instructions from the Data Controller, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by applicable law to which the Data Processor is subject; in such a case, the Data Processor shall inform the Data Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- (b) The Data Processor shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- (c) The Data Processor shall take all measures required pursuant to Article 32;
- (d) The Data Processor shall not engage another Data Processor without first informing the Data Controller of any intended changes concerning the addition or replacement of other Data Processors, thereby giving the Data Controller the opportunity to object to such changes;
- (e) Where a Data Processor engages another Data Processor for carrying out specific Processing activities on behalf of the Data Controller, the same data protection obligations as set out in this contract shall be imposed on that other Data Processor by way of a contract or other legal act under applicable law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the Processing will meet the requirements of the GDPR. Where that other Data Processor fails to fulfil its data protection obligations, the initial Data Processor shall remain fully liable to the Data Controller for the performance of that other Data Processor's obligations;
- (f) Taking into account the nature of the processing, the Data Processor shall assist the Data Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Data Controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
- (g) The Data Processor shall assist the Data Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of Processing and the information available to the Data Processor;
- (h) At the choice of the Data Controller, the Data Processor shall delete or return all the personal data to the Data Controller after the end of the provision of services relating to processing, and delete existing copies unless applicable law requires storage of the personal data;
- (i) The Data Processor shall make available to the Data Controller all information necessary to demonstrate compliance with the obligations laid down in the GDPR and allow for and contribute to audits, including inspections, conducted by the Data Controller or another auditor mandated by the Data Controller.

16.12 The parties acknowledge and agree that by Regulation 28.3 of the GDPR, this Agreement must set out the "subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subject and the obligations and

rights of the controller." These requirements are referred to in this clause 16 as the **Data Processing Particulars**. Where the Data Processing Particulars are not apparent from this Agreement then the Data Controller Party may, from time to time, by written notice to the Data Processor Party set out the Data Processing Particulars and such document shall be incorporated into this Agreement.

- 16.13 You shall indemnify defend and hold harmless us and our Group Companies and our officers, directors, employees, agents and suppliers immediately on demand from and against any and all claims, actions, demands, losses, damages, settlements, costs, expenses, fines or claims for compensation or other liabilities (including without limitation direct, indirect or consequential losses, loss of profit, loss of reputation and legal fees) arising as a result of you:
- (a) breaching the Data Protection Requirements, Applicable Laws or any statutory or regulatory requirements.
 - (b) causing us to be in breach of the Data Protection Requirements, Applicable Laws or any statutory or regulatory requirements; or
 - (c) breaching any of the warranties in clause 16.9 and 16.10.

17. CONFIDENTIALITY

- 17.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:
- (a) is or becomes publicly known other than through any act or omission of the receiving party;
 - (b) was in the other party's lawful possession before the disclosure;
 - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - (e) is required to be disclosed by law, by any competent jurisdiction or by any regulatory or administrative body.
- 17.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party (apart from any consultants appointed by us to fulfil the Services), or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 17.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 17.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

17.5 No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

18. INDEMNITY

18.1 You shall indemnify, defend and hold harmless us and our Group Companies and its officers, directors, employees, agents and suppliers immediately on demand from and against any and all claims, actions, demands, losses, damages, settlements, costs, expenses or other liabilities (including without limitation direct, indirect or consequential losses, loss of profit, loss of reputation and legal fees) (each, a "Claim") arising out of or relating to:

- (a) your actual or alleged breach of this Agreement;
- (b) any omission by you or its agents or employees in connection with their activities under this Agreement.
- (c) your use of the Website and the Services;
- (d) the use by an Applicant or any other person accessing the Website or the Services.

19. WARRANTIES AND DISCLAIMERS

19.1 Without prejudice to the disclaimers set out at clause 6;

19.1.1 We will endeavour to provide the Website and Services with reasonable care and skill and to ensure that the Services are substantially as described on the Website and in the Fact Sheet and in the Agreement.

19.1.2 We do not guarantee that the Website will be compatible with all or any hardware and software which you may use. For example, the Website may not display or operate correctly if you access them using a mobile phone or similar device.

19.1.3 We take steps to ensure that the Website and Content is free from computer viruses and other harmful computer programs. However, we cannot guarantee this due to the nature of the Internet. You are advised to use appropriate firewall, anti-virus software and security updates to protect your computer, device and data.

19.1.4 We will use reasonable skill and care in sourcing and supply of the information which is made available to you on or in connection with the Website or Services. However, in the case of information we obtain from Third Party Providers and/or other third party sources (including details supplied by you), we cannot guarantee that any of that information is correct, accurate, error free or up-to-date. In the event you or the Applicant have an appeal or dispute in relation to information and/or a Check Results Certificate obtained from a

Third Party Provider you must contact that Third Party Provider directly. In relation to the DBS Service please visit <https://www.gov.uk/disclosure-barring-service-check/appeals-and-disputes> for details of how you/the Applicant can appeal/dispute any information provided by the Third Party Provider.

- 19.1.5 We will not be liable for any loss or damage caused by a denial of service attack directed at our Website and systems, viruses or other technically harmful material that may infect your device, programs, data, or other proprietary material due to your use of the Website and the Services or any Content within it or accessed by means of it.
- 19.1.6 Due to the nature of the Services and other information provided in connection with the Services, the value, accuracy, and/or relevance of the information will diminish over time. For this reason, we cannot guarantee the accuracy of such information or that the information we or Third Party Providers have supplied will continue to be accurate or up-to-date after being provided to you.
- 19.1.7 We are not responsible for the information on the Check Results Certificate. This is produced by Third Party Providers and we do not have any involvement with the production of this Report.
- 19.1.8 We are not responsible for ensuring that the information provided by you or the Applicant in connection with the Services is accurate and we, our employees, officers and agents shall not be liable for any loss or damages or expenses of any kind due to inaccurate information on a completed application form submitted via the Website.
- 19.1.9 While the Core Services have been created with our interpretation of Ofsted/Independent Schools Inspectorate requirements you acknowledge and agree that we will not be liable for any errors or changes in and do not guarantee compliance with Ofsted/Independent Schools Inspectorate working practices.
- 19.2 Except as expressly and specifically provided in these Terms all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement.

20. OUR LIABILITY TO YOU

- 19.1 The clause sets out the entire liability of us (including any liability for the acts or omission of our employees, agents and sub-contractors) to you:
- (a) arising under or in connection with this Agreement;
 - (b) in respect of any use made by you, or by an Applicant, of the Website and the Services or any part of them; and

- (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 20.2 Nothing in these Terms excludes or limits the parties liability in respect of death or personal injury caused by negligence; fraud or fraudulent misrepresentation and any other losses which cannot be excluded or limited by applicable law.
- 20.3 We are not responsible to you for losses which you suffer due to Force Majeure; losses which are not directly caused by our actions (or our failure to act); damage caused to any hardware or software used to access, use or download the Services (unless we have been negligent); and any losses under any contract you have with a Third Party Provider.
- 20.4 Subject to clause 20.2 and 20.3 we shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any of the following (whether direct or indirect):
 - (a) loss of profit;
 - (b) loss of data;
 - (c) loss of use;
 - (d) loss of production;
 - (e) loss of contract;
 - (f) loss of opportunity;
 - (g) loss of savings, discount or rebate (whether actual or anticipated); or,
 - (h) harm to reputation or loss of goodwill.
- 20.5 Subject to clause 20.2, 20.3 and 20.5 our total aggregate liability in contract, tort, (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall be limited to the Charges invoiced by us for Services provided by us in the 12 months preceding the date of the claim (but, for the avoidance of doubt, shall not include any Charges associated with Services provided by a Third Party Provider but made available to you through our Website).

21. CANCELLATION OF AN APPLICATION/ENDING THE SERVICES

- 21.1 You must inform us immediately in writing if you wish to withdraw an application or request. A reimbursement will be credited to you provided a formal cancellation has been received. However, if the application has already been counter signed or processed by us and forwarded to the Third Party Provider the applicable Charges and related expenses still apply.
- 21.2 Payment of the Joining Fee and any subsequent Annual Membership Fees indicates your commitment to use the Services for a 12 month period. You are free to stop using the Websites and the Services at any time during this period. However, the Joining Fee and Annual Membership Fees are not refundable. In order to prevent the next Annual Membership Fee

being charged, you must inform us in writing at least 3 months before the next Annual Membership Fee is due if you wish to close your account and not use the Services in the forthcoming year. All other Charges will be invoiced as usual and you may therefore receive an invoice once your account has closed in respect of Services provided in the previous month.

21.3 Without affecting any other right or remedy available to us, we may limit your activity on the Website, issue a warning, suspend or terminate your registration or terminate your right to use the Website and the Service immediately if:

21.3.1 we give you written notice to that effect; or

21.3.2 if you or an Applicant is in breach of any of these Terms; or

21.3.3 if an encumbrancer takes possession or a receiver is appointed over any of your property or assets, you make any voluntary arrangement with your creditors or become subject to an administration order, you go into liquidation, or you cease, or threatens to cease, to carry on business, or there is a change in your ownership or control.

22. CONSEQUENCES OF TERMINATION

22.1 Upon the termination of Your right to use the Website and the Service as provided above:

22.1.2 all licenses and other rights granted to You under these Terms shall terminate; and

22.1.3 you shall promptly pay all accrued and unpaid amounts to us.

22.3 Clauses which expressly or by implication survive termination of this Agreement shall continue in full force and effect.

22.4 Termination or expiry of your rights to use the Website and the Service shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination or expiry.

23. GENERAL

23.1 Nothing in this Agreement is intended to or shall be deemed to establish any partnership or joint venture of any kind between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

- 23.2 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal the other provisions shall remain in force.
- 23.3 You may not transfer any of its rights or obligations under this Agreement to another person without our prior written consent. We shall be entitled at any time to assign, novate, mortgage, charge, subcontract or otherwise dispose of its rights and/or obligations under this Agreement; or may act through any Group Company from time to time.
- 23.4 We shall have no liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from Force Majeure.
- 23.5 The Agreement constitutes the entire agreement and understanding between the parties with respect of the matters contained herein and supersedes any and all previous agreements, written or oral, express or implied between the parties with respect to it.
- 23.6 No third party has any right to enforce the terms of the Contract under the Contracts (Rights of Third Parties) Act 1999.
- 23.7 Notices given under the Agreement must be in writing and sent, or delivered by hand, to the parties at their usual address. Notices will be deemed delivered on the second day after sending if sent by post, immediately if delivered by hand, on receipt of a transmission report from the correct number confirming uninterrupted and error-free transmission if sent by fax provided that confirmation is sent by first class post and on receipt of a delivery receipt email from the correct address if sent by email.
- 23.8 No delay, act or omission by either party in exercising any right will be deemed to be a waiver of that, or any other right.
- 23.9 This Agreement cannot be varied except in writing signed by both parties.
- 23.10 Sometimes, because of changes to the Website or Services, changes in Applicable Laws or our arrangements with Third Party Providers and other third parties, we may have to make changes to these Terms. You can tell when changes have been made by checking the version and date on which they were last modified indicating at the start of these Terms. We will not notify you of any changes in these Terms. It is therefore important that you check these Terms regularly and in particular on each occasion when you request Services.
- 23.11 This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 23.12 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

September 2019