

Form of Agreement

# PROVISION OF SERVICES

We, DBS Disclosure Services Limited T/as Disclosure Services will provide:

Disclosure & Barring Service (DBS), Disclosure Scotland and Access NI Umbrella Body Administration Services to you (the Client) on the terms and conditions set out in this agreement with reasonable skill and care;

Coach and support you through the Disclosure application process;

Including submitting the disclosure application to the DBS, Disclosure Scotland or Access NI and returning the Disclosure outcome to you (unless specified otherwise);

Client specific services.

# TERM

This Agreement commences on the date you sign the Agreement, and shall continue unless, and until either you or we terminate the Agreement by giving at least 7 days prior written notice to the other party.

# GENERAL

You and we: will agree to comply with all applicable laws, rules and regulations in respect of all activities conducted under this Agreement and agree to comply with DBS, Disclosure Scotland and Access NI policy, requirements and regulations as amended from time to time including but not limited to Data Protection Act 1998, Part V of the Police Act 1997, Protection of Freedoms Act 2012 Safeguarding Vulnerable Groups Act 2006, the Rehabilitation of Offenders Act 1974 and the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 and the DBS, Disclosure Scotland and Access NI Codes of Practice, guidance notes, policies and procedures;

Will store, handle, retain and dispose of the Disclosure information strictly within DBS, Disclosure Scotland and Access NI Codes of Practice and Explanatory Guide for Registered Persons and Other Recipients of Disclosure Information;

May keep a record of the date of issue of a Disclosure Application reference number, the name of the Applicant, the level of Disclosure requested, the position for which the Disclosure was requested, the unique reference number issued by the DBS, Disclosure Scotland or Access NI;

Accept that this Agreement shall be governed by, and construed in accordance with, English law and each party agrees to submit to the exclusive jurisdiction of the Courts of England and Wales;

Shall give notice pursuant to this Agreement by first class post to the address of the party set out below or other address as is notified to the other party from time to time.

You will operate within clear policy on the secure storage, handling, use, retention & disposal of Disclosures and Disclosure information and the Recruitment of Ex-offenders (sample policies provided by DBS, Disclosure Scotland and AccessNI) requesting a Disclosure appropriately; communicating the requirement for a Disclosure to the Applicant;

Follow guidance on all aspects of the Disclosure application process, providing additional information or make corrections to the Disclosure Application as guided by DBS, Disclosure Scotland, AccessNI or us;

Nominate a **minimum** of 2 Nominated Person(s)/ID Checker(s); who we will speak to and liaise with us on and be responsible for all matters relating to the service.

The Nominated Person (s)/ID Checker(s) will ideally be senior representatives of your organisation with responsibilities for making Recruitment, Selection and Suitability decisions for the organisation, and will be responsible for briefing those individuals on the relevant codes and obligations and will deliver the face to face identity validation checks, (or arrange those checks to be conducted through the Veri-fy service;

Ensure that each Applicant submits confidentially to you a completed and signed Self Declaration and Consent Statement, prior to submitting a disclosure application, and agree to correctly complete all the sections of the disclosure application and that this document is kept by you following the DBS, Disclosure Scotland, AccessNI policy on the safe storage, handling, use and disposal of disclosures and disclosure information;

Accept full responsibility and liability for any recruitment decision, ensuring the Disclosure application and outcome are an integral part of the recruitment process;

Not assign/sub-contract your rights and obligations under this Agreement without our prior written consent;

Consent to information being used for evaluation purposes.

# LIABILITY

The aggregate liability of us, whether for damages, payments of compensation or by way of indemnity or of any nature howsoever arising under or in relation to this Agreement and/or the Administrative Services shall in no event exceed twice the Administration Fees paid in the preceding 12 month period;

In no event shall we be liable in respect of: loss of profits, loss of business, loss of revenue, loss of or damage to goodwill or loss of actual or anticipated savings (constituting direct or indirect loss or damage and whether caused by negligence or otherwise); indirect or consequential loss or damage (caused by negligence or otherwise); arising in connection with the issue or content of a Disclosure;

We provide information to you entirely on the basis of information which we receive from the DBS, Disclosure Scotland or Access NI. Under no circumstances do we have any liability for verifying the accuracy and completeness of this information or conducting further investigations or controlling the time taken by the DBS, Disclosure Scotland and or Access NI to process applications and issue Disclosure results; and/or any act, omission or breach of contract of you or your employees, agents or subcontractors or any Applicant;

No provision in this Agreement shall be construed as limiting either party’s liability in any way in respect of death or personal injury caused by its negligence;

You shall reimburse to us costs, claims and liabilities relating to or arising out of fraud by you or any person acting on your behalf and any act or omission by you including without limitation any failure by you to comply with the terms of this Agreement or the Codes. Your aggregate liability in relation to any such costs, claims and liabilities shall not exceed the sum of payments made by you to us during the preceding 12 month period;

You shall have in place throughout the term of this Agreement appropriate insurance sufficient to cover your potential liabilities under this Agreement;

We shall have no liability whatsoever or be in default for any delays or failures in performance under this Agreement resulting from any occurrence of an event or circumstances beyond our reasonable control.

# For the purposes of this Agreement:

We reserve the right to amend prices periodically for our services.

Any adjustments made to the cost by the DBS, Disclosure Scotland or Access NI will be communicated to you together with any changes to the charge for administration services provided by us.

Please make remittances payable to **DBS Disclosure Services Limited** and quote your **client reference number** if paying by BACS transfer.

Bank: Barclays Bank Plc Sort Code: 20 35 47

Account Name: DBS Disclosure Services Limited Account: 50560804

We can accept payment by the following credit/debit cards.



\* VAT will be charged at the standard rate.

# Please fully complete the following form:

I / we agree to the terms as defined in this Agreement, and to any changes to this Agreement being communicated in writing and/or by email to DBS Disclosure Services Limited.

Please tick to indicate your agreement to the above: Yes No

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| **1. Your Organisation’s Trading Details** | |
| Registered Name of Organisation |  |
| Trading Name of Organisation (if different  from above) |  |
| Principal Business Activity | Riding for the Disabled |

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| --- | --- |
| **2. Your Organisation’s Contact Details** | |
| Primary Contact Name |  |
| Primary Contact Position |  |
| Primary Contact Telephone Number (inc  extension or direct dial) |  |
| Primary Contact Mobile Number |  |
| Primary Contact Email Address |  |
| Secondary Contact Name |  |
| Secondary Contact Position |  |
| Secondary Contact Telephone Number (inc extension or direct dial) |  |
| Secondary Contact Mobile Number |  |
| Secondary Contact Email  Address |  |
| Disclosure Result Email  Address 1 (required) |  |
| Disclosure Result Email  Address 2 (optional) |  |
| Disclosure Result Email  Address 3 (optional) |  |

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| **3. Your Organisation’s Correspondence Details** | | | | | | |
| Switchboard / Main Telephone Number | |  | | | | |
| Website Address | |  | | | | |
| Business Address | |  | | | | |
|  | | | | | | |
|  | | | Town |  | | |
| County |  | | | | Postcode |  |

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| **4. Your Accounts Department’s Contact & Correspondence Details** | | | | | |
| Accounts Contact Name |  | | | | |
| Accounts Telephone (inc extension or direct dial) |  | | | | |
| Accounts Email |  | | | | |
| Accounts Address |  | | | | |
|  | | | | | |
|  | | Town |  | | |
| County |  | | | Postcode |  |

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| ***5.* Your Nominated Persons** | |
| *In addition to the Primary and Secondary Contact, details of additional employees who will be responsible for submitting applications, liaising with Disclosure Services, for validating candidate’s ID documents, and upholding the*  *Codes of Practice.* | |
| **Nominated Person 1** | |
| Full Name |  |
| Position |  |
| Email Address |  |
| Telephone Number |  |
| Mobile Number |  |

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| ***5.* Your Nominated Persons - Continued** | |
| **Nominated Person 2** | |
| Full Name |  |
| Position |  |
| Email Address |  |
| Telephone Number |  |
| Mobile Number |  |

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| **Nominated Person 3** | |
| Name |  |
| Position |  |
| Email Address |  |
| Telephone Number |  |
| Mobile Number |  |

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| **Nominated Person 4** | |
| Name |  |
| Position |  |
| Email Address |  |
| Telephone Number |  |
| Mobile Number |  |

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| **Nominated Person 5** | |
| Name |  |
| Position |  |
| Email Address |  |
| Telephone Number |  |
| Mobile Number |  |

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| **5. Your Nominated Persons - Continued** | |
| **Nominated Person 6** | |
| Name |  |
| Position |  |
| Email Address |  |
| Telephone Number |  |
| Mobile Number |  |

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| **Nominated Person 7** | |
| Name |  |
| Position |  |
| Email Address |  |
| Telephone Number |  |
| Mobile Number |  |

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| **Nominated Person 8** | |
| Name |  |
| Position |  |
| Email Address |  |
| Telephone Number |  |
| Mobile Number |  |