

# DDC TERMS AND CONDITIONS OF TRADING FOR CRB & SCRO DISCLOSURES

## Compliance with the CRB Code of Practice

In accepting these terms the Client (as defined below) accepts that they are aware of, and agree to abide by, the CRB Code of Practice for the use and dissemination of any information contained in a Disclosure.

## Definitions :-

The "CRB" refers to the Criminal Records Bureau

The "SCRO" refers to the Scottish Criminal Records Office

A "Disclosure" is the document produced by the CRB or SCRO that may include details of a consenting individual's criminal convictions, cautions, reprimands and warnings held on the Police National Computer, records kept by the Department of Health, records kept by the Department of Education and Skills and police intelligence considered by a Chief Constable to be relevant to the role for which the Disclosure is being sought.

"DDC" refers to Due Diligence Checking Limited registered at Meltongate House, 1282A Melton Road, Syston, Leicester LE7 4ZR

The "Client" is the organisation on whose behalf DDC are processing and countersigning Disclosure application forms.

An "Applicant" is the consenting individual for whom the Client seeks the Disclosure.

## Limitations of Liability

DDC are a Registered Umbrella Body for the CRB and SCRO and therefore bound by their Code of Practice.

DDC can accept no responsibility for the accuracy of information provided by the Applicant, Client, CRB or SCRO and we accept no liability for any loss incurred by the Client, Applicant or any other party resulting from the use of this information in any way.

Disputes regarding information contained within a Disclosure should at first be notified in writing to DDC who will either raise the dispute directly with the CRB/SCRO or provide the Applicant with details of the CRB/SCRO process for dealing with such matters. DDC makes every effort to operate a timely process in obtaining Disclosures but accepts no liability for any losses incurred by the Client, Applicant or any other party due to the length of time taken to obtain a Disclosure.

DDC stringently applies the CRB/SCRO 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 DDC accepts no liability for losses of any nature resulting from mistaken identity however it may occur.

DDC are committed to compliance with the CRB/SCRO Code of Practice for safeguarding information contained within Disclosures, but accept no liability for losses of any nature incurred by the Applicant, Client or any other party resulting from such information becoming known by persons unauthorised by the Applicant unless it can be shown that DDC were negligent in their role as an Umbrella Body.

## Pricing and Payment Terms

**DDC's charges** apply to all applications and include all stages of the standard process to obtain a Disclosure. DDC is registered for VAT (Reg No. 799 5499 32) and our charges are subject to VAT at the standard rate.

**CRB or SCRO Charges** are itemised separately in our invoices and are zero-rated for VAT purposes.

**Applicant Failure to Complete Process** – Where an Applicant fails to provide requested information or documentation within 56 days of returning and erroneous or incomplete Disclosure application form, DDC reserves the right to withdraw the application and request that the process be re-started re-incurring the DDC administration fee.

**Account Customers** - For account customers DDC will invoice for the full amount including any CRB or SCRO charges at the end of the month in which the Disclosure Application Form is sent to the Applicant. If the application is formally withdrawn by the Client before DDC submits the application to the CRB or SCRO, any CRB or SCRO charge already invoiced will be credited back. Payment terms for account customers is 30 days from date of invoice.

**Non-account Customers** - For non-account customers, DDC requires payment to be made in advance of a Disclosure Application Form, paper or online, being sent to the Applicant. The payment should include any disbursements to the CRB or SCRO. In the event that the application is formally withdrawn by the Client before DDC submits the Disclosure Application Form to the CRB or SCRO any CRB or SCRO charge already invoiced will be credited back.

**Self-pay Applications** – Where the financial arrangements between the Client and the Applicant are such that the Applicant pays all or part of the cost, it should be understood that DDC are always working for the Client and full payment will be required from the applicant before DDC will process the application and return any accompanying personal documents to the Applicant.

**Volunteers** - the CRB makes no charge for volunteers which it defines as "a person who spends 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". (note:- Remunerated positions within a volunteering organisation are considered by the CRB to be non-voluntary, as are trainee and work experience positions). The SCRO has separate arrangements for volunteers which Umbrella Bodies cannot access.

## Storage of Disclosures & Data Protection Policy

DDC will store such paper Disclosure documents as we receive securely in accordance with the CRB/SCRO Code of Practice and the Data Protection Act. Once stored Disclosures will only be accessed by DDC countersignatories to :-

- i) verify the legitimacy of the Applicant's copy of the Disclosure to a party who has the permission of the Applicant and meets the requirements for being able to ask exempted questions of the Applicant, provided that less than six months has elapsed since the date of issue of the Disclosure.
- ii) facilitate a request to view the Disclosure by the Applicant on DDC premises and subject to such request being made in writing with 2 weeks notice and a fee of £10.00 + VAT being paid in advance.
- iii) facilitate access to the Disclosure by a person appointed to an office by virtue of any enactment or to meet an obligation on DDC to provide information under or by virtue of any enactment
- iv) facilitate disposal of the Disclosure
- v) meet a request made in writing by the Applicant and giving their consent to communicate information in the Disclosure to a party who meets the requirements for being able to ask exempted questions of the Applicant, provided that less than six months has elapsed since the date of issue of the Disclosure.

Data held in any format relating to the Applicant or Client will only be used for account management, demographic and internal market planning purposes. Extracts of the data may be used for other marketing purposes provided neither the Applicant nor the Client could be identified from such use. At no time will DDC use applicant's data for any other purpose than those given in i)-v) above, which precludes the passing of any data to any third parties without the applicant's permission, which is not assumed implicitly.

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

**Entire Agreement** - This agreement constitutes the whole agreement between the Client and DDC.

15/02/2010