



Terms of Service

Background:

These Terms of Service set out the terms under which Services are sold and provided by Us to business clients through the Portal available from Our website, www.securescreeningservices.com (the "Site"). Please read these Terms of Service carefully and ensure that You understand them before ordering any Services from the Portal. You will be required to read and accept these Terms of Service when ordering Services. If You do not agree to comply with and be bound by these Terms of Service, You will not be able to order Services through the Portal. These Terms of Service, as well as any documents referred to, are in the English language only.

1. Definitions and Interpretation

1.1 In these Terms of Service, unless the context otherwise requires, the following expressions have the following meanings:

"Account" means the Client's account created by registering on the Portal;

"Candidate" means an individual whose details are provided to Us by the Client for screening, as part of the Client's request for Information;

"Candidate Consent Form" means the consent form offered to the Candidate by Us to inform the Candidate about the Personal Data We are collecting from them

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“Client”/ “You” means any business customer that is registered to use the Portal and Services provided by Us;

“Contract” means a contract for the purchase and sale of Services, as explained in condition 5.2;

“Data Protection Legislation” means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law in England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;

“Information” means the information, background checks, data and reports about a Candidate requested by a Client that We provide to Clients;

“Intellectual Property Rights” means copyright, rights related to copyright such as moral rights and performers' rights, patents, rights in inventions, rights in Confidential Information, know-how, trade secrets, trade marks, geographical indications, service marks, trade names, design rights, rights in get-up, database rights, databases, domain names, business names, rights in computer software, the right to sue for infringement, unfair competition and passing off, and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing;

“Order” means Your order for the Services;

“Order Confirmation” means Our acceptance and confirmation of Your Order;

“Order Number” means the reference number for Your Order;

“Personal Data” has the meaning set out in the Data Protection Legislation;

“Portal” means the web-based client portal provided by Us, found at <https://portal.securescreeningservices.com/login>;

“Processing”/ “Processor” have the meanings set out in the Data Protection Legislation; “Services” means the employment screening services provided by Us, including the provision of Information by Us to the Client in respect of a

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“SSSL”/ We / Us / Our means Secure Screening Services Limited, a company registered in England and Wales under company number 11171731, whose registered address is Unit 5 Vitrage Technical Park 27 Witney Road, Nuffield Industrial Estate, Poole, England, BH17 OGL

“Sub-Processor” has the meaning set out in the Data Protection Legislation; and

“Third-Party Supplier” means the third-party company or organisation from whom information is requested and obtained by Us for the purpose of providing the Services and the Information, and such Third- Party Supplier may be a Sub Processor for the purposes of performing the Services.

2. Information About Us

2.1 The Site and the Portal are owned and operated by Us. Our VAT number is GB332752609.

3. Access to and Use of the Site and the Portal

3.1 In order to access the Services and to create an Account, You must complete the registration process on the Portal. No request for Information or orders for the Services will be considered or accepted until the Account on the Portal has been created and authorised by Us.

3.2 In order to register and to create an Account, Clients must provide details regarding their organisation such as company name, address, contact's name, email address, and phone number. The details that You provide and confirm in the Account registration form must be complete, accurate and correct, including Your confirmation that You agree to these Terms of Service.

3.3 When You register for an Account, You will be required to choose a password. You are responsible for maintaining the confidentiality of Your password and Account information, and are fully responsible for all activities that occur under Your password or Account.

3.4 You agree to: (a) immediately notify Us of any unauthorised use of Your password or Account or any other breach of security, and (b) ensure that You log out from Your Account at the end of each session. You must not use another Client's account without prior authorisation from Us. We will not be liable for any loss or damage arising from Your failure to comply with this condition 3.4.

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3.6 We reserve the right to refuse any application for registration without providing any reason. For the avoidance of doubt, Candidates cannot register as Clients.

3.7 It is Your responsibility to make any and all arrangements necessary in order to access the Site and the Portal.

3.8 Access to the Site and the Portal is free of charge and is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue the Site and/or the Portal (or any part of them) at any time and without notice. We will not be liable to You in any way if the Site and/or the Portal (or any part of them) are unavailable at any time and for any period.

3.9 Use of the Site and Portal is also subject to Our Website Terms of Use. Please ensure that You have read them carefully and that You understand them.

4. Business Clients and Candidates

4.1 These Terms of Service apply to business Clients only. These Terms of Service do not apply to Candidates. If You are a Candidate, please consult the Candidate Terms of Use.

4.2 These Terms of Service, together with any other terms referenced that are applicable to the Services ordered, constitute the entire agreement between Us and You with respect to Your purchase of Services from Us.

4.3 You acknowledge and agree that You have not relied upon any statement, representation, warranty, assurance, or promise made by or on behalf of Us that is not set out or otherwise referred to in these Terms of Service and that You shall have no claim for innocent or negligent misrepresentation or negligent misstatement based upon any statement herein.

5. Orders – How Contracts Are Formed

5.1 The Portal will guide You through the ordering process. Before submitting Your Order to Us, You will be given the opportunity to review Your Order and amend any errors. Please ensure that You have checked Your Order carefully before submitting it.

5.2 No part of the Site or the Portal constitutes a contractual offer capable of

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Confirmation by email. Only once We have sent You an Order Confirmation will there be a legally binding contract between Us and You (the "Contract").

5.3 Order Confirmations shall contain the following information:

5.3.1 Your Order Number;

5.3.2 confirmation of the Services ordered including full details of the main characteristics of those Services; and

5.3.3 fully itemised pricing for the Services ordered including, where appropriate, taxes and other additional charges.

5.4 If We, for any reason, do not accept or cannot fulfil Your Order, no payment shall be taken under normal circumstances. If We have taken payment, any such sums will be refunded to You as soon as possible and in any event within 2 to 7 business days.

5.5 We may cancel Your Order at any time before We begin providing the Services in the following circumstances:

5.5.1 the required personnel and/or required materials necessary for the provision of the Services are not available; or

5.5.2 an event outside of Our control continues for more than 14 days (please refer to condition 15 for Force Majeure Events).

5.6 If We cancel Your Order under condition 5.5 and We have taken payment, any such sums will be refunded to You as soon as possible and in any event within 2 to 7 business days. If We cancel Your Order, You will be informed by email and the cancellation will be confirmed in writing by email.

5.7 Any refunds due under this condition 5 will be made using the same payment method that You used when ordering the Services.

6. Services, Pricing and Availability

6.1 We make all reasonable efforts to ensure that all general descriptions of the Services available from Us correspond to the actual Services that will be provided to You, however please note that the exact nature of the Services may vary depending upon Your individual requirements and circumstances.

6.2 Please note that condition 6.1 does not exclude Our responsibility for mistakes

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6.3 Where appropriate, You may be required to select a package of the required Services.

6.4 We neither represent nor warrant that all Services will be available at all times and cannot necessarily confirm availability until confirming Your Order.

6.5 We make all reasonable efforts to ensure that all prices shown on the Site and the Portal are correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary. Changes in price will not affect any Order that You have already placed (however, please note condition 6.8 regarding VAT).

6.6 All prices are checked by Us when We process Your Order. In the unlikely event that We have shown incorrect pricing information, We will contact You by email before proceeding with Your Order to inform You of the mistake and to ask You how You wish to proceed. We will give You the option to purchase the Services at the correct price or to cancel Your Order (or the affected part thereof). We will not proceed with processing Your Order until You respond. If We do not receive a response from You within 7 days, We will treat Your Order as cancelled and notify You of the same in writing.

6.7 In the event that the price of the Services You have ordered changes between Your Order being placed and Us processing that Order and taking payment, You will be charged the price shown on the Portal at the time of placing Your Order.

6.8 Prices on the Site and Portal are shown exclusive of VAT. If the VAT rate changes between Your Order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.

6.9 The Client acknowledges and agrees that the part of the fees which relate to Third-Party Supplier fees can be revised at any time by the particular Third-Party Supplier as the provider of that part of the Services. Therefore, additional fees may be applicable to an Order and will be payable by the Client.

7. Payment

7.1 The fees for the Services are payable when You select the Services required. Price and payment details will be confirmed in the Order Confirmation. Your chosen payment method will be charged as indicated.

7.2 All sums due must be paid in full without any set-off, counterclaim, deduction,

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7.3 We accept online card payments on the Portal and We offer the option of setting up an ongoing account with Us 30 days from the date of the Order.

7.4 If You fail to make any payment to Us, We may charge You interest on the overdue sum at the rate of 8% per annum above the base lending rate of The Bank of England from time to time in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. We may also recover any administrative costs which we have incurred in pursuing you for payment. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.

7.5 If we have applied any discount on our prices to Your Order ("Discounted Price") and You fail to make payment within 30 days of the due date for payment set out in the Order, we reserve the right to:

7.5.1 withdraw the Discounted Price from the overdue invoice and issue a replacement invoice at our standard pricing; and

7.5.2 suspend provision of the Services relating to the overdue invoice, including any screening reports due to You until the overdue invoice is paid in full, and We shall not be liable to You for the consequences of any suspension.

8. Provision of the Services

8.1 We will provide the Services with reasonable skill and care consistent with standards in Our industry. We will begin providing the Services on the date agreed when You place Your Order (which We shall confirm in the Order Confirmation).

8.2 We will continue providing the Services until the Services are completed, as determined by Us.

8.3 We will make every reasonable effort to provide the Services in a timely manner and to complete them on time. We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please refer to condition 15 for Force Majeure Events.

8.4 Depending upon the nature of the Services You have ordered, We may require information from or action by You. If We require any information or action from

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8.5 If the information You provide or the action You take under condition 8.4 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result. If additional work is required from Us to correct or compensate for a problem arising as a result of delayed, incomplete or otherwise incorrect information or action that You have provided or taken, We may charge You a reasonable additional sum for that work.

8.6 In certain circumstances, for example where there is a delay in You sending Us information or taking action required under condition 8.4, We may suspend the Services (and will inform You of that suspension by email).

8.7 In certain circumstances, for example where We encounter a technical problem, We may need to suspend or otherwise interrupt the Services to resolve the issue. Unless the issue is an emergency that requires immediate action We will inform You in advance by email before suspending or interrupting the Services.

8.8 If the Services are suspended or interrupted under conditions 8.6 or 8.7 You will not be required to pay for them during the period of suspension. You must, however, pay any sums that may already be due by the appropriate due date(s).

8.9 If You do not pay Us for the Services as required by condition 7, We may suspend the Services until You have paid any and all outstanding sums due. If this happens, We will inform You by email. This does not affect Our right to charge You interest on any overdue sums under condition 7.4.

8.10 We always use reasonable endeavours to ensure that Our Services are trouble- free. If, however, there is a problem with the Services, please contact Us as soon as is reasonably possible via email. We will use reasonable endeavours to remedy problems with the Services as quickly as is reasonably possible and practical.

8.11 We will not charge You for remedying problems under this condition 8 where the problems have been caused by Us. If We determine that a problem has been caused by You, including Your provision of incorrect or incomplete information or taking of incorrect action, condition 8.5 will apply and We may charge You for the remedial work.

8.12 The Client is responsible for providing the Personal Data, supporting documents and (where applicable) the consent declaration required to start any request for Information. We shall not be under any obligation to prompt the Client or the Candidate for any outstanding information, documentation or Personal

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required to provide the Information until all background checks are completed.

8.14 We may reject any request for Information where the Candidate's current address or previous location means that We cannot perform the Services.

8.15 We provide the Information to the Client in a report in PDF format to be downloaded by the Client from their Account. We will not provide hard copies or originals of any Information such as reports or certificates nor will We provide Information via email, fax or any other means.

8.16 The format and content of the report shall be as determined by SSSL, in its sole discretion. The report will be available for 60 days in the Client's Account, after which it will be deleted by Us.

8.17 For any references required by the Client, the nominated referees will be sent a standard set of questions to be completed and returned. The referee may either provide answers to the questions or simply confirm the dates of the Candidate's employment.

8.18 Where the Services have commenced but remain outstanding after 90 days due to lack of Candidate engagement, the report will be archived and will neither be completed or published. In this event, You will have a period of 14 days from the date of such archival to request in writing that the report be removed from archive and reinstated as 'in progress'. The Candidate will then have a further period of 14 days to complete the screening, otherwise the report will be published as 'incomplete' and no refund or credit note will be issued. Should You then require the screening to be completed, You must submit a new Order.

9. Cancelling the Services

9.1 Provided that the Services have not commenced or been provided by Us, You may cancel the Services. If You wish to cancel under this condition 9, You must inform Us of Your cancellation by email to: hello@securercreeningservices.com In each case, providing Us with Your name, address, email address, telephone number, and Order Number strictly within 30 days of the date of the Order Confirmation.

9.2 We may ask You why You have chosen to cancel and may use any answers You provide to improve Our services in the future, however please note that You are under no obligation to provide any details if You do not wish to.

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9.4 We will not issue a refund or credit note to You for any reason whatsoever if Candidate screening is later determined not to be required.

10. Ending the Contract Because of Something We Have Done (or Will Do)

10.1 If the Services have not yet been performed, You may end the Contract immediately at any time by giving Us written notice in the following circumstances:

10.1.1 We breach the Contract in a material way and fail to remedy the breach, within 30 days of You asking Us to do so in writing; or

10.1.2 We go into liquidation or have a receiver or administrator appointed over Our assets.

10.2 If You wish to cancel under this condition 10, You may inform Us of Your cancellation by email to hello@securercreeningservices.com. In each case, providing Us with Your name, address, email address, telephone number, and Order Number.

10.3 We may ask You why You have chosen to cancel and may use any answers You provide to improve Our services in the future, however please note that You are under no obligation to provide any details if You do not wish to.

10.4 Eligibility for refunds may vary according to the Services ordered. You will be required to pay for Services supplied up until the point at which You inform Us that You wish to cancel (please note that this may include charges for preparatory work that We have undertaken where We have reasonably incurred costs). Such sums will be deducted from any refund due to You or, if no refund is due, We will invoice You for the relevant sums. If You are cancelling due to Our breach under condition 10.1.1, You will not be required to make any payment to Us (unless such failure is due to an event outside of Our control or is due to Your failure to comply with any of Your obligations).

10.5 Refunds under this condition 10 will be issued to You as soon as possible, and in any event within 2 to 7 business days of the day on which You inform Us that You wish to cancel.

10.6 Refunds under this condition 10 will be made using the same payment method that You used when ordering the Services.

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11.1 For cancellations before We begin providing the Services, please refer to condition 5.7.

11.2 We may cancel the Contract after We have begun providing the Services due to a Force Majeure Event that continues for more than 14 days (as under condition 15) or due to the non-availability of required personnel and/or required materials necessary for the provision of the Services. In such cases, You will only be required to pay for Services that We have already provided up until the point at which We inform You that We are cancelling. Such sums will be deducted from any refund due to You or, if no refund is due, We will invoice You for the relevant sums.

11.3 Once We have begun providing the Services, We may cancel the Contract any time and will give You at least 14 days written notice of such cancellation. You will only be required to pay for Services that You have received. Such sums will be deducted from any refund due to You or, if no refund is due, We will invoice You for the relevant sums.

11.4 We may cancel immediately by giving You written notice in the following circumstances. You will only be required to pay for Services that We have already provided up until the point at which We inform You that We are cancelling. Such sums will be deducted from any refund due to You or, if no refund is due, We will invoice You for the relevant sums if:

11.4.1 You fail to make a payment by the due date as set out in condition 7. This does not affect Our right to charge You interest on any overdue sums as set out in condition 7.4; or

11.4.2 You breach the contract in a material way and fail to remedy the breach within 7 days of Us asking You to do so in writing.

11.5 Refunds under this condition 11 will be issued to You as soon as possible, and in any event within 2 to 7 business days of the day on which You inform Us that You wish to cancel. **11.6** Refunds under this condition 11 will be made using the same payment method that You used when ordering the Services.

12. Intellectual Property Rights

12.1 In consideration of the fees payable by You under the Contract, We grant to You a non-exclusive licence to use, for the purposes of the Contract, the Intellectual Property Rights We own in the Portal, Services and the Information.

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12.3 Subject to the foregoing, SSSL shall be entitled to use in any way it deems fit any skills, techniques or know-how acquired or developed or used in connection with the Contract provided always that such skills, techniques or know-how do not infringe the Client's Intellectual Property Rights or disclose or breach the confidentiality of the Client's Confidential Information.

13. Confidentiality

13.1 Each party undertakes that it shall keep confidential any information that is confidential in nature concerning the other party including, any details of its business, affairs, customers, clients, suppliers, plans or strategy ("Confidential Information") and that it shall not use or disclose the other party's Confidential Information to any person, except as permitted by condition 13.2.

13.2 A party may:

13.2.1 disclose any Confidential Information to any of its employees, officers, representatives or advisers ("Representatives") who need to know the relevant Confidential Information for the purposes of the performance of any obligations under this Contract, provided that such party must ensure that each of its Representatives to whom Confidential Information is disclosed is aware of its confidential nature and agree to comply with this condition 13 as if it were a party;

13.2.2 disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority (including any securities exchange) or any other authority of competent jurisdiction to be disclosed; and

13.2.3 use Confidential Information only to perform any obligations under this Contract.

13.3 Each party recognises that any breach or threatened breach of this condition 13 may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages, the parties agree that the non-defaulting party may be entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

13.4 The Client shall, in respect of the Information for which it is the recipient:

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13.4.2 take all reasonable steps to prevent unauthorised access to the Information.

13.5 The Client may disclose the Information to, and allow its use in accordance with these terms to:

13.5.1 its employees, provided that it shall procure that any party to whom it discloses the Information shall observe the restrictions set out in this condition 13;

13.5.2 as may be required by law, court order, or any governmental or regulatory authority;

13.5.3 to a third-party provided that the purpose of providing the Information is in relation to the purposes of employment screening of a prospective or current employee for a particular role or contract in relation to that third-party and that the Candidate has consented to the Information transfer. The third-party must be made aware that any Information received from the Client under the provisions of this clause must not be disclosed to any other party without the prior written consent of SSSL and the Candidate.

13.6 The Client shall not, without the prior written consent of SSSL, disclose any Information to the Candidate, except in circumstances whereby disclosure is required under any statutory provisions including, but not limited to, applicable Data Protection Legislation.

13.7 This condition 13 shall bind the parties for the duration of the Contract and for a period of 3 years following termination of this Contract.

14. Our Liability

14.1 Subject to condition 14.3, We will not be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, for any loss of business opportunity, or for any indirect or consequential loss arising out of or in connection with any contract between You and Us.

14.2 Subject to condition 14.3, Our total liability to You for all other losses arising out of or in connection with any contract between You and Us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be 50% of the total sums paid by You under the contract in question.

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misrepresentation; or for any other matter in respect of which liability cannot be excluded or restricted by law.

14.4 Parts of the Services may be provided by Third-Party Suppliers and in certain circumstances SSSL may not have direct control over such Third-Party Suppliers. SSSL will not be liable for the actions, omissions or negligence of any Third-Party Suppliers or any delays to the Services or gaps in the Services caused by any Third-Party Suppliers.

14.5 We exclude any liability for any inaccuracy, incompleteness or other error in the Services and/or the Information which arise as a result of data provided to SSSL by the Client or any third party.

14.6 We are not liable for the failure of the Services and/or Information to achieve any particular result for the Client.

14.7 We do not represent or warrant that:

14.7.1 the Services and/or the Information are fit for a particular purpose; or

14.7.2 the Services and/or the Information will meet the specific requirements of the Client.

15. Events Outside of Our Control (Force Majeure Events)

15.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action by third parties, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic, pandemic or other natural disaster, or any other event that is beyond Our reasonable control.

15.2 If any event described under this condition occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Service:

15.2.1 We will inform You as soon as is reasonably possible;

15.2.2 Our obligations under these Terms of Service (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly.

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15.2.4 If the event outside of Our control continues for more than 14 days, We may cancel the Contract and inform You of the cancellation. Any refunds due to You as a result of that cancellation will be paid to You as soon as is reasonably possible and, in any event, no later than 14 calendar days after the date on which We inform You of the cancellation;

15.2.5 If an event outside of Our control occurs and continues for more than 30 days and You wish to cancel the Contract as a result, You may do so by contacting Us directly, by telephone at 01243 767 868 or by email at hello@securercreeningservices.com. In each case, providing Us with Your name, address, email address, telephone number, and Order Number.

15.3 Any refunds due to You as a result of such cancellation will be paid to You as soon as is reasonably possible and, in any event, no later than 14 calendar days after the date on which You inform Us that You wish to cancel.

16. Communication and Contact Details

16.1 If You wish to contact Us with general questions or complaints, You may contact Us by telephone at 01243 767 868 or by email at hello@securercreeningservices.com.

17. Complaints and Feedback

17.1 We always welcome feedback from Our clients and, whilst We always use all reasonable endeavours to ensure that Your experience as a Client of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.

17.2 If You wish to give Us feedback about any aspect of Your dealings with Us, please contact Us by telephone at 01243 767 868 or by email at hello@securercreeningservices.com.

18. How We Use Your Personal Information (Data Protection)

18.1 All Client Personal Data will be collected, processed, and held by Us in accordance with the provisions of Our Privacy Policy.

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18.3 To place an order for the Services, the Client must first obtain the explicit consent of the Candidate as their agreement to SSSL's Processing of Personal Data relating to him or her. If the Client is responsible for obtaining the Candidate's consent, the Client warrants to SSSL that the Candidate's consent is freely given, specific, informed and an unambiguous indication of the Candidate's wishes. The Candidate's consent signifies agreement to the Processing of Personal Data relating to him or her.

18.4 As part of the Services, We offer the Client the option to capture the consent of the Candidate using the Candidate Consent Form. The Candidate will be sent Candidate Consent Form to inform the Candidate what Personal Data is collected and processed by Us.

18.5 The Candidate Consent Form refers to the type of background checks which We will carry out on the Client's behalf. The Candidate Consent Form must be dated within 90 days of the Order for the Services for that Candidate.

18.6 The Candidate has the right to withdraw their consent to the screening process at any time by:

18.6.1 notifying the Client; or **18.6.2** notifying Us.

18.7 If the Candidate notifies the Client, the Client must notify Us by email to hello@securescreeningservices.com within 48 hours of receiving the Candidate's notification. On receipt of the email, We will cease Processing the Candidate's Personal Data.

18.8 If the Candidate notifies Us, on receipt of the notification from the Candidate, We will cease Processing the Candidate's Personal Data and send an email to the Candidate to confirm Processing has ceased.

18.9 SSSL and the Client shall comply with the Data Protection Legislation applicable to the Services and the Contract at all times.

18.10 The Client consents to SSSL using Sub-Processors in the delivery of the Services.

18.11 Where SSSL is the Processor of any Personal Data for the Client, We shall:

18.11.1 process the Personal Data for the purposes of the provision of the Services under the Contract and in compliance with the Client's written instructions as may be specified from time to time in writing by the Client;

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18.11.3 be authorised to appoint a Sub-Processor to carry out any Processing of Personal Data, provided that:

18.11.3.1 prior to the relevant Sub-Processor carrying out any Processing activities in respect of the Personal Data, ensure each Sub-Processor is appointed under a binding written contract containing materially the same obligations as under this data protection condition (including those relating to sufficient guarantees to implement appropriate technical and organisational measures) and ensure each such Sub-Processor complies with all such obligations;

18.11.3.2 SSSL remains liable for the acts of any sub-contractor and for compliance with all the requirements of this Agreement;

18.11.3.3 any Sub-Processors used by SSSL to process Personal Data are subject to legally binding obligations of confidentiality in relation to the Personal Data;

18.11.4 take appropriate technical and organisational measures against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data taking into account the harm that might result from such unauthorised or unlawful Processing, loss, destruction or damage and the nature of the Personal Data to be protected;

18.11.5 taking into account the nature of the Processing activities undertaken by SSSL, provide reasonable assistance and co-operation to enable the Client to fulfil its obligations to respond to requests from individuals exercising their rights under the applicable Data Protection Legislation;

18.11.6 assist the Client in ensuring compliance with the obligations set out in the Data Protection Legislation taking into account the nature of the Processing undertaken by SSSL and the information available to SSSL; and

18.11.7 make available to the Client, all information necessary to demonstrate compliance with the Processing obligations under this condition 18 and allow for and contribute to audits, including inspections, conducted by or on behalf of the Client or by the Information Commissioners Office pursuant to the Data Protection Legislation.

18.12 The Client shall indemnify and keep indemnified SSSL against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Candidates, demands and legal and other

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18.13 SSSL will provide the Services based upon the Personal Data provided to SSSL by the Client or the Candidate. The Client is responsible for the validity and accuracy of all Personal Data provided to SSSL by the Client or the Candidate and SSSL shall not be liable if any Personal Data supplied by the Client or the Candidate to SSSL was incorrect, incomplete or inaccurate

19. Other Important Terms

19.1 We may transfer (assign) Our obligations and rights under these Terms of Service (and under the Contract, as applicable) to a third party (this may happen for example, if We sell Our business). If this occurs, You will be informed by Us in writing. Your rights under these Terms of Service will not be affected and Our obligations under these Terms of Service will be transferred to the third party who will remain bound by them.

19.2 You may not transfer (assign) Your obligations and rights under these Terms of Service (and under the Contract, as applicable) without Our express written permission.

19.3 The Contract is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Service.

19.4 If any of the provisions of these Terms of Service are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Service. The remainder of these Terms of Service shall be valid and enforceable.

19.5 No failure or delay by Us in exercising any of Our rights under these Terms of Service means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Service means that We will waive any subsequent breach of the same or any other provision.

19.6 We may revise these Terms of Service from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Service at any time, We will give You at least 30 days' written notice of the changes before they come into effect. If You wish to cancel the Contract as a result, please refer to Your cancellation rights.

20. Dispute Resolution

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20.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.

20.3 The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures: 20.3.1 within 7 days of service of the notice, nominated representatives of each of the parties shall meet to discuss the dispute and attempt to resolve it; and 20.3.2 if the dispute has not been resolved within 7 days of the first meeting of the nominated representatives then the matter shall be referred to a statutory director (or persons of equivalent seniority). The statutory directors (or equivalent) shall meet within 7 days to discuss the dispute and attempt to resolve it.

20.4 The specific format for the resolution of the dispute under condition 20.3.1 and, if necessary, condition 20.3.2 shall be left to the reasonable discretion of the parties, but may include the preparation and submission of statements of fact or of position.

20.5 If the dispute has not been resolved within 14 days of the first meeting of the statutory directors (or equivalent) under condition 20.3.2 then the matter shall be referred to mediation in accordance with the London Court of International Arbitration Mediation Rules. 20.6 Until the parties have completed the steps referred to in conditions 20.3 and 20.5, and have failed to resolve the dispute, neither party shall commence formal legal proceedings or arbitration except that either party may at any time seek urgent interim relief from the courts or emergency arbitrator relief.

21. Governing Law and Jurisdiction

21.1 The Contract, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

21.2 Any disputes concerning the Contract, the relationship between You and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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