eScreening Terms And Conditions

1. Definitions

1.1 1.1. In these Conditions the following words and phrases shall have the following meanings unless the context requires otherwise:

Applicant	Any person(s) in respect of whom the Company wishes CBS to provide the Services;
Application Form	Personal data entered onto the Site by the Applicant, which is used by CBS in the course of providing the Services;
CBS	Complete Background Screening Limited (company number 5435348);
Company	The person(s) referred to and identified in the Services Agreement;
Conditions	These Standard Terms and Conditions;
Contract	The contract for the supply of any Services by CBS to the Company comprising these Conditions and a Service Agreement;
Data Protection Legislation	(i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.
End User	Any person(s) to whom the Company's services are provided;
Fees	The fees and charges payable to CBS by the Company as specified in the Contract;
Recruitment Agency	Any Employment Agency or Employment Business as defined by the Employment Agencies Act 1973 (and all regulations made thereunder);
References	Information obtained by CBS from various third parties in relation to the qualifications, career history, criminal record, characteristics or circumstances of the Applicant; The service agreement entered into between the Company and CBS;
Service Agreement	The Services that CBS has agreed to provide pursuant to the Service Agreement and these Conditions;
Services	The Site at of CBS or any other website operated and maintained by CBS from time to time which CBS may designate for the purpose of the Contract;

Site	The Site at of CBS or any other website operated and maintained by CBS from time to time which CBS may designate for the purpose of the Contract;
Start Date	The start date for the provision of the Services as referred to and identified in the Service Agreement for those Services;
Summary Report	The set of References relating to an Applicant that is supplied by CBS to the Company and which represents the completion of the Services in respect of that Applicant;
Term	The term length of this Contract is not defined unless documented within the Service Level Agreement or Statement of Work.

1.2. In these Conditions:

1.2.1. References to any statute or statutory provision shall, unless the context otherwise requires be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced;

1.2.2. Reference to the masculine include the feminine and the neuter and the singular include the plural and vice versa as the context admits or requires;

1.2.3. Words importing persons include individuals, bodies corporate and unincorporated; and

1.2.4. Headings shall not affect their construction.

2. Application of the Conditions

2.1. These Conditions to the exclusion of all previous terms and conditions issued by CBS shall apply to any Service Agreement entered into after the date on which these Conditions were uploaded onto the Site.

2.2. These Conditions are deemed to be fully read, understood and accepted by the Company upon signature of the Service Agreement.

2.3. No variation or alteration to these Conditions or any representations about the Services shall have any effect unless expressly agreed and confirmed in writing by a director of CBS.

3. Services Generally

3.1. CBS shall be entitled at any time without notifying the Company to make changes to the Services that are necessary to comply with any applicable security or other statutory requirements and shall determine the manner in which the Services are provided.

3.2. Any intellectual property, ideas, concepts, know-how or techniques developed by CBS or obtained during the execution of the Services shall be owned exclusively by CBS.

3.3. With effect from the Start Date CBS shall provide the Services for the Term subject to the provisions of these Conditions.

3.4. CBS shall not be responsible for any failure to provide the Services or any unavailability of the Site as a result of circumstances beyond its reasonable control and the Company accepts that it shall still be responsible for the payment of the Fees as if the Services had been properly provided.

3.5. The Company accepts that:

3.5.1. CBS shall not be liable for any failure to provide the Services (or any part thereof) as a result of the Company's failure to comply with the Contract;

3.5.2. CBS may, at its discretion and without notice, report improper or illegal use of References or the Services by the Company to the relevant legal and/or professional bodies including the Department for Employment, the Office of the

3.5.3. Information Commissioner and the Recruitment and Employment Confederation.

4. Obligations of the Company

4.1. The Company hereby undertakes and warrants to CBS that any information supplied by the Company in connection with the provision of the Services is accurate, complete and true.

4.2. The Company agrees to instruct each Applicant to fully complete the required application form, or to complete any other action which may be required to enable CBS to provide the Services. Where applicable, such written instructions must include details of the Company ID.

4.3. The Company acknowledges that CBS shall not be obliged to provide the Services until the Company has fulfilled its obligations under clause 4.2 above and until such time that any Applicant has completed their application form or any other action required. In the event that neither of these requirements are satisfied during the Term then clause 3.5 shall apply.

4.4. The Company accepts that CBS cannot guarantee the availability or suitability of any References, the speed at which any References can be obtained or the date upon which any Summary Report can be delivered to the Company. No obligations are imposed upon CBS and no warranties offered by CBS in regard to these matters.

4.5. The Company shall:

4.5.1. Where it is a Recruitment Agency, comply in all respects with the Employment Agencies Act 1973 (and all regulations made thereunder) and all statutes, rules, regulations, codes of practice and legal requirements to which the Company is ordinarily subject in respect of its receipt and processing of References and related matters;

4.5.2. Use all References supplied pursuant to the Contract and the Services solely for genuine recruitment purposes;

4.5.3. Ensure that it is notified as a data controller to the Office of the Information Commission under the Data Protection Legislation to the extent that it applies and complies with its obligations under that Act;

4.5.3. Keep confidential the References and all other information supplied by CBS in relation to any Applicant;

4.5.5. Not submit, copy, supply, re-sell, distribute or make available in any way any References or other information received from CBS to any person except where the Company has obtained the express prior consent of the Applicant or where the Company is a Recruitment Agency acting on behalf of an End User who intends to recruit such Applicants for their own employment;

4.5.6. Be responsible for satisfying itself as to the suitability of the References and to the suitability of any Applicant for any particular position;

4.5.7. Not discriminate between persons endeavouring to secure employment and shall not engage in any illegal discriminatory practices whether by reason of race, sex or disability;

4.5.8. Be responsible for all reasonable costs, claims, damage, loss, expenses and liabilities

5. Services Provided by CBS

5.1. The Services provided by CBS in respect of each Applicant shall be specified in the Service Agreement, but shall generally include:

5.1.1. Issue of requests for References based on each Profile or on other Applicant information;

5.1.2. Following-up of requests for References by telephone, email, facsimile or post as may be required to obtain each Reference in the shortest possible time;

5.1.3. Compilation of a Summary Report in respect of each Applicant and supply of such Summary Report to the Company by an agreed method;

5.1.4. Provision of reasonable support and information to each Applicant by telephone, email, facsimile or post as may be required throughout the continuation of the Services; and

5.1.5. Reporting of progress to the Company at agreed intervals in respect of each Applicant, their Profile, References and Summary Report (as applicable).

5.2. CBS will share all information obtained through the referencing process including but not exclusive to criminal disclosure certificates and credit history.

5.3. All information is shared with the Company as CBS accepts no responsibility to determine the suitability of any candidate for any role.

5.4. All recruitment decisions and accreditations/certifications are provided by the Company not CBS.

5. Liability

6.1. CBS shall not be liable (whether in contract or tort) for:

6.1.1. Any failure to provide any Reference, Summary Report or any other information as a result of circumstances beyond the reasonable control of CBS or as a result of the acts or omissions of the Company;

6.1.2. Any mistakes or errors whatsoever or any loss of information or data (or damage thereto) that may arise during the Services as a result of circumstances beyond the reasonable control of CBS or as a result of the acts or omissions of the Company;

6.1.3. Any loss of profits, loss of revenue or contracts or any indirect, special, economic or consequential loss (whether caused by the negligence of CBS, its employees or agents);

6.1.4. Any delay, costs, expense, loss (including loss of profit), damage or liability (including without limitation as a result of any hardware failure, provision or use of software, virus, deletion, corruption, loss or removal of data) howsoever caused arising from any matter beyond the reasonable control of CBS or as a result of the acts or omissions of the Company; and

6.1.5. Any loss or damage whatsoever including loss of profits) howsoever caused arising out of the negligence, dishonesty, misconduct, breach of faith, incompetence, suitability of or the failure to disclose any information by any Applicant. It is for Company to satisfy itself as to the suitability, standard of skill, integrity and reliability of all Applicants at all times.

6.2. In no event shall CBS's liability to the Company under or in relation to the Contract (whether in contract or tort) exceed the amount of the Fees.

6.3. Nothing in this Contract shall restrict or exclude CBS' liability for death or personal injury caused by its own negligence.

6.4. The Company agrees and acknowledges that save as expressly provided in the Contract no condition, warranty or representation of any kind is, has been, or shall be, given by or on behalf of CBS in respect of or in connection with the Services or the Contract and accordingly the Company confirms that it has not, in entering into the Contract, relied on any conditions, warranty or representation by CBS or any person on its behalf, express or implied, whether arising by law or otherwise in relation to or in connection with the Services or the Contract. The Company hereby irrevocably and unconditionally waives the benefit of any such condition, warranty or representation by CBS.

5. Payment Provisions

7.1. CBS shall invoice the Company for the Fees in accordance with the terms of the Contract, subject to the clauses below.

7.2. All sums due in respect of the Fees are exclusive of any Value Added Tax or other applicable sales tax, for which the Company shall be additionally liable.

7.3. If the Company fails to pay any amount owing to CBS when due then CBS reserves the right to charge interest (after judgment) on that amount at the rate of 4% per annum above the base rate of Bank of Scotland Plc (without prejudice to CBS' other rights under the Contract, which includes these Conditions). Such interest shall accrue from the due date until payment is made in full and shall be compounded monthly.

7.4. Additional costs may be incurred from third party organisations from whom CBS is required to obtain information, eg Universities. In such instances CBS will only request consent from the Company if the cost per application exceeds £30 (+VAT). Where the payment required to obtain information is less than £30 (+VAT) per application, CBS will proceed with this request and pass the cost back to the Company.

7.5. Applications not submitted within 60 days will be automatically removed from the system and no charges will apply.

7.6. Applications submitted and later cancelled by CBS following failure to receive relevant information from Company or applicant will be subject to full processing fees.

7.7. Applications submitted and later cancelled by Company will be subject to full processing fees.

7.8. CBS will validate and process all applications in line with the screening package requirements of the Customer. However, the applicant and Customer also hold equal responsibility for ensuring the data submitted to CBS is checked and accurate.

7.9. CBS operates an automated monthly invoicing process with standard payment terms of 14 days

Data Protection

8.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

8.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Company is the Data Controller and CBS is the Data Processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

8.3. The Company shall set out to the Applicant the scope, nature and purpose of processing by CBS, the duration of the processing and the types of Personal Data and categories of Data Subject (as defined in the Data Protection Legislation).

8.4. Without prejudice to the generality of clause 8.1, the Company will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to CBS for the duration and purposes of this agreement.

8.5. Without prejudice to the generality of clause 8.1, CBS shall, in relation to any Personal Data processed in connection with the performance by CBS of its obligations under this agreement:

8.5.1. Process that Personal Data only on the written instructions of the Company unless CBS is required by the laws of any member of the European Union or by the laws of the European Union applicable to CBS to process Personal Data (Applicable Laws). Where CBS is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, CBS shall promptly notify the Company of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit CBS from so notifying the Company;

8.5.2. Ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Company, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

8.5.3. Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

8.5.4. Not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Company has been obtained and the following conditions are fulfilled:

8.5.4.1. The Company or CBS has provided appropriate safeguards in relation to the transfer;

8.5.4.2. The Data Subject has enforceable rights and effective legal remedies;

8.5.4.3. CBS complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

8.5.4.4. CBS complies with reasonable instructions notified to it in advance by the Company with respect to the processing of the Personal Data;

8.5.5. Assist the Company, at the Company's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

8.5.6. Notify the Company without undue delay on becoming aware of a Personal Data breach;

8.5.7. At the written direction of the Company, delete or return Personal Data and copies thereof to the Company on termination of the agreement unless required by Applicable Law to store the Personal Data; and

8.5.8. Maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for and contribute to audits conducted by the Controller.

8.6. The Company consents to CBS appointing a third-party processor of Personal Data under this agreement. CBS confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause. As between the Company and CBS, CBS shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause.

8.7. Either party may, at any time on not less than 30 days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

9. Termination and Cancellation

9.1. Subject to the provisions of the Contract, the Services shall be provided for the Term.

9.2. The Contract and these Conditions apply for the Term unless terminated under this clause 9.

9.3. Either party may, at its sole discretion, terminate the Contract at any time by notice in writing to the other party (the "Defaulting party") if:

9.3.1. The Defaulting Party fails to pay to the other party any amount when due; or

9.3.2. The Defaulting Party is in breach of the Contract and fails to remedy such breach within 14 days of notice from the other party requiring it to be remedied.

9.4. CBS may suspend the Services and/or terminate the Contract by notice in writing to the Company if it believes that any acts or omissions in connection with the Contract of a Company that is a Recruitment Agency constitute or lead to breach of the Employment Agencies Act 1973 (or any regulations made thereunder).

9.5. Upon termination of the Contract the provision of the Services shall immediately cease and the full amount of any sums owing to CBS by the Company in respect of the Services, whether or not provided, shall become payable with immediate effect.

9.6. The Company shall be responsible for all reasonable costs, claims, damages, loss, expenses and liabilities incurred by CBS arising out of the Company's breach of its obligations under the Contract (including, without limitation, on a solicitor and own client basis, any legal fees and disbursements reasonably incurred by CBS).

10. Notices

10.1. A notice required or permitted to be given under these Conditions shall:

10.1.1. Be in writing addressed to that other party at its registered office or principal place of business or such other relevant address as may at the relevant time have been notified pursuant to this provision to the other party giving the notice; or

10.1.2. Be in the form of an email addressed to CBS at: CBSReferencingTeam@cbscreening.co.uk (or such other address as supplied by CBS) or if to the Company, to such address as supplied by the Company and the Company shall be deemed to have received such notification within one hour of transmission.

10.2. The Company is responsible for notifying CBS of any changes to its email address. Such notification shall request an acknowledgement of receipt and shall be confirmed in writing and sent to CBS by first class post or by facsimile.