

BUSINESS TERMS AND CONDITIONS

VERSION 2.5.5 DATED: 2025

1 INTERPRETATION

In these Terms the following expressions have the following meanings:

- “The Client” The Client [named on the Order] who wishes to purchase the Services;
- “Contract” the contract for the provision of Services by the Supplier subject to these Terms;
- “Indirect Loss” any indirect loss, damage, costs or expenses arising out of or in connection with the Contract or its contemplated performance or lack of performance;
- “Order” the order form completed by The Client for provision of the Services;
- “Prices” the amount payable by The Client to the Supplier for the Services, as set out in the fee’s section of the main contract;
- “Services” any services which the Supplier has agreed to provide to or for The Client, as further described in the main body; and
- “Supplier” Staffvetting.com Limited registered in England and Wales under company number 06045519 and whose registered office is at Mains House, 143 Front Street, Chester Le Street, County Durham, England, DH3 3AU.
- “DPA” and “UK GDPR”, “EU GDPR”, “Data Controller”, “Data Processor”, “Data Subject”, “Personal Data”, “Processed”, “Processing” and “Sensitive Personal Data” shall have the definitions given to these terms respectively given under the DP Laws;
- “Data Protection Laws” means all laws and regulations in the United Kingdom including the DPA and UK GDPR and including laws and regulations of the European Union, the European Economic Area and their member states, applicable to the processing of Personal Data and the interception of communications in place from time to time during the Term;
- “European and UK Data Protection Laws” means the EU GDPR, Directive 2002/58/EC (as amended by Directive 2009/136/EC) concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications), the UK GDPR and any national laws or regulations implementing the foregoing, and any amendments or replacements thereto.

Any gender includes any other gender and the singular includes the plural and vice versa;

References to persons includes bodies corporate, unincorporated associations, governments, states, partnerships and trusts (in each case, whether having separate legal personality);

The terms vetting, and screening are repeatedly used within these terms and conditions and have the same meaning: being the process of performing a background check;

The Schedules form part of these Terms and the expression “these Terms” includes the Schedules; and

Any reference to a statutory provision includes a reference to any modification, consolidation or re-enactment of the provision from time to time in force and all subordinate instruments, orders or regulations made under it.

Our business terms and conditions are continuously maintained and updated, the latest version is available on our website www.staffvetting.com.

2 AGREEMENT TO PURCHASE

2.1 The Client agrees to purchase, and the Supplier agrees to provide the Services. Each Order for Services made by The Client is an offer by The Client to purchase the Services subject to these Terms.

2.2 Subject to co-operation from partners and others the Supplier shall make available its Final Report to The Client within standard service levels of receipt of the Order. The Client is then responsible for reviewing this report within 30 days, after which it is deemed to have been accepted by the Supplier as meeting their requirements. The Final Report shall include the Client's company name and this cannot be substituted for another company name.

2.3 On receiving the Final Report the Client becomes responsible for the data protection of the report.

2.4 If the Supplier is unable to make the Final Report available within standard service levels it shall provide the Client with updates on its progress.

3 PRICES AND PAYMENT

3.1 In consideration of the Supplier providing the Services, The Client agrees to pay the Prices as set out in the Fees section of the contract. As vetting services vary prices will be charged based on The Client's submitted vetting type per application. Prices are normally exclusive of value added tax and all other applicable taxes, duties and levies which will be charged and invoiced to The Client in addition to the Prices. Quotations are valid for 60 days from the date of receipt.

3.2 Payment of the agreed services will be normally within 30 days credit terms of the date of when the Supplier's invoice is sent if a signed contract is in place. The Supplier reserves the right to withdraw credit terms by giving written notice.

3.3 Scaling fees relating to cancelled, on-hold or withdrawn services

- If a file is cancelled or withdrawn prior to being actioned by Staffvetting, then no charge will be levied, this is normally before the Applicant has been sent an application form by our Team.
- If a file is cancelled or withdrawn after being actioned by Staffvetting but before checks have been activated, a minimum fee to cover administration costs will apply. This minimum charge is £20.00 plus VAT.
- Staffvetting (the Supplier) reserves the right to charge the full unit price should a screening application be failed or cancelled once the administration or screening procedure has fully commenced.
- If an application is put on hold either by the Client or Supplier the file can only remain on hold for 28 days and at which point the file must be completed or cancelled. The Client will be charged the full unit price for a criminality check such as DBS check or other service if the work has already commenced and regardless of whether it is completed.

3.4 The Supplier reserves the right to increase the Prices from time to time but will notify The Client in advance of any such increase. For Clients on a 'Pay As You Go' service, prices may vary over time therefore if you do not process checks regularly, please check with the Supplier to confirm prices beforehand. Where no quoted price has been agreed upon, clients will automatically be placed on our standard rate for any requested check. External charges such as DBS charges may change and The Supplier may automatically apply these changes to the contracted prices. Free setup may apply and charges relate to one organisation setup, additional partner/sub organisations which need to be setup may incur additional charges. Any disputes with our invoices and pricing must be raised in writing within 30 days of the invoice date.

3.5 If The Client is overdue with any payment owing under these Terms then, without prejudice to any other right or remedy available to the Supplier, The Client will be liable to pay interest and statutory compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 (before and after judgment) on the overdue amount, which interest will accrue on a daily basis from the date payment becomes due until the Supplier has received full payment of the amount due together with all accrued interest. The Supplier reserves the right to put The Client's account on hold if payment terms are not met within a reasonable timeframe by the Client based on 3.2

3.6 The Client will be charged based on the type of check(s) submitted to The Supplier. As an example, if the Client submits the application as a BS7858 service they will be charged for the exact service submitted. It is important that the Client familiarizes themselves with the vetting systems to ensure the service meets their expectations and always contacts our support team if they have any questions or queries before submitting. All new system applications submitted to our team will incur an administration fee of £20.00 plus VAT if an application has not been completed within a eight week period and has to be cancelled by The Supplier.

3.7 The Supplier reserves the right to charge additional admin fees for resolving any issues related to incomplete or inaccurately submitted applications.

3.8 The Supplier reserves the right to charge an administration fee for posting disclosure certificates.

4 THE CLIENT'S RESPONSIBILITIES

4.1 The Client shall provide the Supplier with accurate, and valid information when creating the screening file. Information must also be provided by The Client in the format requested by the Supplier using a secure medium.

4.2 The Client shall be solely responsible for and liable to obtain or facilitate the receipt of Consent from any Applicant. Where Consent is provided to the Client, the Supplier shall be deemed to have the right to consider Consent to have been granted upon confirmation of such Consent by the Client. Copies of Consent in respect of one of more Applicants shall be made available to Client on request, either from time to time or generally.

4.3 The Supplier may provide verification checks on documents however the responsibility remains with The Client for providing the documents are original and authentic. For services such as "Right to Work" checks, it is the responsibility of The Client to ensure the full "Right to Work" checks are carried out. This includes checks such as ID verification as The Supplier confirms the validity of the copied document but cannot reasonably confirm the individual is the person displayed on the ID document. Digital Right to Work checks are a valuable tool and provide a medium level of assurance however we recommend that you always confirm the Right to Work by checking the physical document.

4.4 The Client must ensure the Applicant completes all requested data entry forms in a clear and concise and timely manner. The Client acknowledges that any failure to comply with this clause may result in The Client incurring additional costs.

4.5 The decision to employ or other rests solely with the Client (employer or sponsor) not the Supplier or organisation carrying out the security screening. Completing a security screening check should not

be taken as a sign of suitability for employment, only as confirmation a candidate passed the security screening check in question, and only in relation to the information they provided and the criteria they were assessed against.

4.6 The Client warrants and undertakes that at all times during the Term it will ensure that:

- It will store, handle and retain and dispose of the Certificate result strictly in accordance with the DBS Explanatory Guide for Registered Persons and Other Recipients of Certificate Information;
- Comply with all other DBS policy requirements and regulations as amended from time to time.
- It will store, handle and retain and dispose of the Certificate result strictly in accordance with the Disclosure Scotland's Code of Practice;
- Comply with all other Disclosure Scotland policy requirements and regulations as amended from time to time.
- It will store, handle and retain and dispose of the Certificate result strictly in accordance with the Access NI's Code of Practice;
- Comply with all other Access NI's policy requirements and regulations as amended from time to time.

5 CONFIDENTIALITY AND DATA PROTECTION

5.1 Each party agrees in relation to the confidential information belonging to the other that during the term of the Supplier's engagement and for five years afterwards:

- It shall keep such information confidential and shall not disclose it to any third party unless required to do so by the laws governing these Terms; and
- It shall use such information only in so far as is necessary to comply with these Terms.

5.2 Each party shall be responsible for any unauthorised disclosure or use of the other's confidential information made by any of its employees, agents, or sub-contractors and shall take reasonable precautions to prevent such unauthorised disclosure or use.

5.3 The above restriction on disclosure shall not apply to any information which at the time of its disclosure was already in the public domain or which is requested to be disclosed by law or which the receiving party can show was already in its possession at the time of disclosure.

5.4 For the avoidance of doubt, the term "confidential information" shall include the Supplier's final report and any other documents or oral presentations delivered by the Supplier in connection with the Services.

5.5 Each party shall comply with and will adhere to UK and EU GDPR regulations. The Suppliers Data Processing Agreement provides details of our compliance implementation and processes.

5.6 The parties acknowledge that the data which is being processed may include sensitive personal data and will comply with any requirements of GDPR in respect of such information. Where Personal

Data relating to a Data Subject is transferred outside of the UK/EEA it shall be processed only by entities which:

- are located in a third country or territory recognised by the UK and EU Commission to have an adequate level of protection; or
- have entered into Standard Contractual Clauses with the Processor; or
- have other legally recognised appropriate safeguards in place.

With countries outside the EEA prior to requesting the Service, The Supplier or the Client or agent will inform the subject that their personal data may be used to enable The Supplier, Client, or their agents to complete the Service and that their personal information may be transferred to other countries, including countries that have inadequate privacy laws according to the European Commission, data protection commissions or government authorities. For example, if you have a subject living in Sri Lanka and our data processing country is India then the data may be transferred to India with local data protection processes applied.

5.7 The Supplier will only process personal data as far as necessary for the performance of the Services and will keep the personal data confidential and will not pass the personal data to any third party excluding sub-processors.

5.8 The Supplier may store and archive the final vetting report however this data will be purged and deleted from all storage systems at different timeframes. The Supplier is not required to retain these reports once the report has been completed and transferred to The Client. Financial transaction details will be maintained.

5.9 Our GDPR statement, GDPR FAQs and Privacy Policy are available on our website at www.staffvetting.com.

5.10 The Supplier may store and archive the final vetting report however this data will be purged and deleted from all storage systems at different timeframes. The Supplier is not required to retain these reports once the report has been completed and transferred to The Client. Financial transaction details will be maintained.

6 INTELLECTUAL PROPERTY RIGHTS

6.1 All intellectual property rights of whatever nature relating to the Services and all reports, written advice or other materials produced by the Supplier and all systems, methodologies, software and know-how used by the Supplier in delivering the Services shall belong to the Supplier.

6.2 The Client shall not disclose any Supplier copyrighted documents such as application forms to a third party without the Supplier's prior written consent, this excludes the final report.

7 LIABILITY

7.1 Neither party shall exclude or restrict its liability in connection with this Agreement resulting from death or personal injury caused by negligence of that party, its officers, employees, contractors or agents, nor for fraud nor breach of obligations implied by section 12, Sale of Goods Act 1979 or section 2, Supply of Goods and Services Act 1982, nor any other liability which may not by law be limited.

7.2 Subject to Clause 7.1, the aggregate liability of each party, whether for damages, payments of compensation or by way of indemnity or of any nature howsoever arising under or in relation to this Agreement or any part thereof (whether in contract or tort, including negligence, or otherwise) shall be limited in any calendar year to 100% of the Charges paid in that calendar year.

7.3 Staffvetting expressly excludes all liability for the content or accuracy of the information that it receives or provides to the Client in the course of the Service, whether from the DBS, Disclosure Scotland or other third parties, and under no circumstance shall Staffvetting be liable for any failure to verify the accuracy and completeness of the information provided by the DBS, Disclosure Scotland or other third parties, or conducting any further investigations or controlling the time taken by the DBS etc. to process forms or issue Certificates or any other failure by the Customer to comply with its obligations detailed at clause 4.6.

7.4 In no event shall either party be liable to the other party in respect of loss of profits, business, revenue, goodwill or anticipated savings or indirect or consequential loss or damage (whether caused by negligence or otherwise) or the acts or omissions of any third party (whether because of negligence or otherwise) arising because of the use of the System or Service or otherwise in relation to this Agreement.

7.5 During the Term of this Agreement, Staffvetting shall maintain in force with a reputable insurance company or companies' public liability, professional indemnity and employers' liability insurance and Staffvetting shall upon written request produce to the Client written evidence of the existence and maintenance of such cover.

7.6 The Supplier has Professional Indemnity Insurance of an aggregate limit of £1,000,000 (one million pounds).

8 TERMINATION

This agreement is referred to commonly as a 'Pay As You Go' contract having no specific duration or length of contract, nor termination date set within the contract which permits The Client to cease utilising the services of the Supplier at anytime thus not submitting any further work requests. The Supplier will require formal notification to ensure that all appropriate GDPR and customer support tasks are implemented and managed correctly.

1.1 8.1 A party (the "Non-Defaulting Party") may terminate the Contract with immediate effect by written notice to the other party (the "Defaulting Party") on or at any time after the occurrence of an event specified in this clause.

The events are:

- The Defaulting Party is in material breach of these Terms and that breach cannot be remedied;
- The Defaulting Party is in material breach of an obligation under these Terms which can be remedied but the Defaulting Party fails to do so within 30 days starting on the day after receipt of written notice from the Non-Defaulting Party;
- The Defaulting Party stops payment of its debts or is unable to pay its debts as they fall due or is deemed unable to pay its debts;

- The Defaulting Party becomes or is declared insolvent or a resolution is passed for the winding up of the Defaulting Party or the Defaulting Party convenes a meeting of its creditors or makes or proposes to make any arrangement or composition with its creditors or any person takes any step to appoint an administrator or a liquidator, an administrative receiver, a receiver, manager, trustee, custodian or analogous officer is appointed in respect of all or any part of its property, undertaking or assets;
- It becomes unlawful for the Defaulting Party to perform all or any of its obligations under these Terms; or

The Defaulting Party (being a natural person) shall die or become mentally incapacitated, or (being a partnership or other unincorporated association) shall be dissolved or become subject to any bankruptcy or analogous insolvency procedure in any jurisdiction.

9 FORCE MAJEURE

9.1 "Force Majeure" means any event or circumstance preventing either party from performing any or all its obligations, in full or in part, which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented.

9.2 If either party is prevented or delayed in the performance of its obligations under the Terms by Force Majeure, that party shall serve written notice on the other party specifying the nature and extent of the circumstances giving rise to Force Majeure. Subject to the service of such notice, neither party shall be liable for delay in performing or failure to perform its obligations under these Terms if such delay or failure results from Force Majeure.

10 NOTICES

10.1 Any communication given under these Terms shall be in writing and delivered personally, by email (info@staffvetting.com) or pre-paid recorded, special delivery or first class post (or air mail post if to an address outside the United Kingdom) to the address (including the email address provided) or the facsimile number of the party who is to receive such communication as may from time to time be specified in writing by the relevant party as its address for the purpose of this Clause.

10.2 Each party undertakes to notify the other party in accordance with this Clause, if the address (including the email address) specified in this Clause is no longer an appropriate address for the service of communications.

11 MISCELLANEOUS

11.1 Nothing in these Terms or any arrangement contemplated by it shall constitute either party a partner, agent, fiduciary or employee of the other party.

11.2 No amendment or variation of the terms of these Terms shall be effective unless made or confirmed in writing and signed by all the parties to these Terms.

11.3 If any provision of these Terms shall be found by any relevant and applicable court or body or authority of competent jurisdiction to be invalid or unenforceable, such provision shall be severed from the remainder of these Terms which shall remain in full force and effect to the extent permitted by law.

11.4 The rights and remedies provided by these Terms are cumulative and (unless otherwise provided in these Terms) are not exclusive of any rights or remedies provided by law.

11.5 Neither party shall without the prior written consent of the other party (which shall not be unreasonably withheld or delayed) assign, transfer, charge, dispose of or deal in any other manner with these Terms or any of its rights or beneficial interests under it, or purport to do any of the same, nor sub-contract any or all of its obligations under these Terms.

11.6 These Terms do not create, confer or purport to create or confer any benefit or right enforceable by any person other than The Client and the Supplier (except that a person who is a permitted successor to or assignee of the rights of a party to these Terms shall be deemed to be a party to these Terms).

11.7 All parties working with Staffvetting.com agree to abide by our **Mutual Respect Policy**. We understand the vetting process can be challenging sometimes, but under no circumstance is this an excuse or licence to use abusive, passive aggressive, hostile, denigrating or rude language or behaviour towards the people in our team. Any such language or behaviour will be shared and discussed with our clients and the relevant authorities if we consider it necessary. We always reserve the right not to work with anyone who expresses such language or behaviour and to cancel and charge full price for any applications without liability, recompense or refund to the client or applicant.

11.8 We reserve the right to cancel and charge the full price for any and all submitted applications, completed or otherwise.

11.9 All screening is undertaken on a best-endeavours basis and no absolute warranty, promise or guarantee is offered as to when an application will be started or completed, or when a constituent part of the screening will be started or completed. We always work on applications as quickly as possible subject to operational requirements, resource availability, quality assurance criteria, ethics, morals, regulations, laws and internal processes and policies.

11.10 All screening is dependent on the cooperation of consenting and willing third parties providing us with valid information in a timely and accessible manner. As such, all screening is undertaken on a best endeavours basis and no guarantees are made with respect to delivering any screening by a certain time or date and no liability is accepted for screening checks that are delivered outside the client's or applicant's desired completion date. The client and applicant agree to accept this as a condition of using the service without liability, recompense or refund to the client or applicant.

12 ENTIRE AGREEMENT

12.1 These Terms constitute the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of these Terms.

12.2 These Terms of business govern the Contract to the exclusion of any terms and conditions which The Client purports to apply at any time or which are implied by trade, custom or course of dealing.

12.3 Each of the parties acknowledges and agrees that:

- in entering into the Contract, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to these Terms or not) other than as expressly set out in these Terms; and
- its only remedy in respect of statements, representations, warranties or understandings made or repeated in these Terms or in relation to these Terms shall be for breach of contract.

12.4 Nothing in this Clause shall operate to limit or exclude any liability for fraud.

13 GOVERNING LAW AND JURISDICTION

13.1 The Contract is governed by and shall be construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with these Terms