

## Form Of Agreement relating to the administration of disclosure applications forms

### 1. DEFINITIONS

In this Agreement, unless the context otherwise requires the following expressions have the following meanings:

“**Administration Fees**” means the fees payable by the Client.

“**Administration Services**” means checking DAF`s, which have been completed by the client and the Applicant in accordance with the CRB requirements, countersigning DAFs on behalf of the Client, receiving the Disclosures from the CRB.

“**Agreement**” means this Form of Agreement as amended from time to time by the parties.

“**Applicant**” means an individual identified by the Client in a DAF.

“**Client**” means the Party named as the Client on this Form of Agreement.

“**Company**” means United CRB (abbreviated as the Company), a trading division and brand entity of United Medicare Limited whose registered office address is at 23, Pickford Road, Bexleyheath, Kent DA7 4AT (and its successors and assigns).

“**Code**” means Code of Practice and Explanatory Guide for Registered Persons and other Recipients of Disclosure Information issued by the CRB (as amended from time to time).

“**CRB**” means the Criminal Records Bureau, an executive agency of the Home Office (and any successor to the same).

“**DAF**” means a form issued by the CRB and known as the “Disclosure Application Form” which an Applicant and the Client must complete in order to enable a Disclosure to be issued by the CRB (and any replacement or successor to the same).

“**Disclosure**” means a “Standard” and/or “Enhanced disclosure (s) as defined by the CRB from time to time.

“**Disclosure Fee**” means the fees and other payments stipulated by the CRB in respect of the issue of Disclosures from time to time.

“**Nominated Person**” means a senior representative of the Client identified by the Client.

### **1. Basis for Contract**

The Obtaining of the Criminal Records certificates forms part of the vetting process for recruitment in many areas of work. As an Umbrella body accredited by the Criminal Records Bureau (CRB), the Company provides a service to obtain Disclosures and POVA First Checks on behalf of organisations not registered with the CRB.

### **2. Contracting Parties**

The Client requests United Medicare Ltd (the Company) to provide an umbrella service for Criminal Records Disclosures and POVA First Checks. The Company agrees to act as an umbrella body on behalf of the contracting organisation.

### **3. Obligations of the Client**

The Client shall be responsible for carrying out checks as to identify of the applicant for whom a Disclosure is requested and for confirming that these have been carried out when sending application forms for processing by the Company, and refer to 9.2 for payments.

The Client indemnifies the Company against non-payment of any fees arising from dishonoured cheques made out on an Applicant's own bank account, whether in full or part payment of fees due. The Client recognises that forms will not be submitted to the CRB unless they have been completed correctly.

The Client shall use the Disclosure Application forms supplied by the Company only for its own staff, and shall not pass them to another organisation for unauthorised use, whether for profit or not. The Client shall comply with the Code of Practice of the CRB including setting a written policy on the handling and storage of Disclosure information. The Client shall take all reasonable steps to safeguard the rights of subjects of applicants for Disclosures.

### **4. Obligations of United Medicare Limited**

The Company shall use its best endeavours to process applications, and to forward the information provided by the CRB to the Client, expeditiously. The Company shall provide, on request, advice and support to the Client on the appropriate application of Disclosure information when making employment decisions, with regard to the relevant Regulations applying to the services for which the Client is registered (where appropriate). The Company shall notify the Client of any increase in Form fee (due to any change in charges made by the CRB) or in its own Service fee, at reasonable notice (normally not less than four weeks).

### **5. Limitation of liability of United Medicare Limited**

The Company does not make employment decisions on behalf of the Client. While the Company will provide advice and support it does not accept responsibility for employment decisions or any consequences thereof. The Client shall indemnify Company against any action by the subject of a Disclosure provided by the Company except where it results, in part or in whole, from negligence on the part of the Company.

The Company reserves the right to suspend or discontinue the service to the Client where there is evidence of significant breach of the Code of Practice of the CRB. This Limitation of liability of the Company will survive the termination of this Agreement.

## **6. CONFIDENTIALITY AND DATA PROTECTION**

6.1 the Company undertakes to treat as strictly confidential and keep secret all information contained in all DAFs submitted to it and in any Disclosures.

6.2 the Company undertakes to comply at all times with Data Protection Act 1984 and 1998 (as amended or re-enacted from time to time).

## **7. STORAGE, ACCESS, HANDLING, USAGE RETENTION AND DISPOSAL OF DISCLOSURES AND INFORMATION**

7.1 All Disclosures received by the Company and the information contained therein will be held separately from other documentation in a locked filing cabinet and will not be held on an individual personnel file. Access to the information contained in each Disclosure will be controlled and restricted to those individuals employed by the Company who are required to see it as part of their duties.

7.2 In accordance with the Police Act 1997, Disclosures and the information contained therein are only passed to those who are authorised to receive it as part of their role. A record is kept by the Company of all individuals to whom Disclosure or the information contained therein has been revealed.

7.3 Information contained in Disclosures will only be used by the Company for the specific purpose for which it was requested by the Client and for which the Applicant has given full consent in the DAF requesting the Disclosure. Once a recruitment (or any other relevant decision) has been made by a Client, the Company or Client must not keep Disclosure information for any longer than is absolutely necessary. This must be for a period of 6 months, to allow for any queries or complaints to be resolved. If in exceptional circumstances, it is considered necessary to keep Disclosure information for longer than 6 months, the Company will consult the CRB about the issue and will consider with the CRB the data protection and human rights implications of the decision. During the period of retention, the Company and the client will apply the conditions for safe storage and controlled access set out in Clause 6. Once the retention period has elapsed, the Company and the client will ensure that all Disclosure information is shredded and disposed of as "confidential waste". The Company and the Client agree not to keep photocopies, any other images of the Disclosure or copies or representations of the contents of a Disclosure. Notwithstanding this, the Company and the Client may keep a record of the date of issue of a Disclosure, the name of the Applicant, type of Disclosure requested, the position for which the Disclosure was requested, the unique reference number issued by the CRB and the recruitment (or other) decision that was made by the Client.

## **8 THE CODE AND CRB REQUIREMENTS**

The Client agrees to adhere to the Code at all times and to comply with all CRB requirements and recommendations published from time to time on its websites (currently [www.crb.gov.uk](http://www.crb.gov.uk) and [www.disclosure.gov.uk](http://www.disclosure.gov.uk)).

## **9. FEES AND PAYMENT**

9.1 In consideration of the provision of the Administration Services by the Company the Client shall pay to the Company the following Administration and Disclosure Fees:

Type of disclosure	CRB Fee	Admin Fee	Total
Enhanced	£36.00	£6.00	£42.00
Standard	£31.00	£6.00	£37.00
Voluntary	£0.00	£6.00	£6.00
POVA	£6.00	£0.00	£6.00

9.2 The Administration Fees and the Disclosure Fees shall be invoiced by the Company to the Client monthly in arrears and the Client shall pay the invoice in full within seven (7) days of the date of the Company's invoice to Accounts Dept, United Medicare Limited, 23, Pickford Road, Bexleyheath, Kent DA7 4AT or such other individual and/or address as is notified to the Client in writing.

9.3. We will apply the increase in the CRB fees as and when they occur.

9.4 The Administration Fees may be increased on an annual basis in line with the Company's Fiscal year and 28 days notice will be given before any change.

## 10. MISCELLANEOUS

10.1 No variation to this Agreement shall be valid and binding unless made in writing and signed by the authorised signatories of both Parties.

10.2 A copy of the CRB will be sent to the client if requested.

## 11 GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, English law. Each Party irrevocably agrees that the Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Agreement and any matter arising there from.

## 12 NOMINATED PERSONS

The Client nominates the following members of its staff (up to two (2)) to speak to and liaise with the Company on all matters relating to the Administration Services. The Client warrants that the following individuals are senior representatives of its organisation and that they will each agree security procedures with the Company to ensure that confidentiality of information between the Company and the Client is maintained during the provision of the Administration Services.

*Nominated Persons*

Full Name and Position.....

Full Name and Position.....

*Agreed and Accepted by the parties to this Agreement*

Signed  
(for Client) .....

Name .....

Organisation (Client) .....

Date .....

*Name and address of Client for invoice*

(CAPITALS) .....

Postcode .....

Telephone Number .....

Signed  
(for United Medicare Limited) .....

Name  
(Block Capitals) .....

Date .....