

TMG CRB Service Contract



This Agreement for the provision of Services is entered into between TMG CRB and the Client whose details are set out below as of the date on which the Client signs or otherwise enters into this Agreement.

Organisation name _____

Ofsted registration number (if applicable) _____

Address _____

Telephone _____ E-mail _____

By signing or otherwise entering into this Agreement, I confirm that I have read and understood and that I accept and agree to all the terms and conditions overleaf, which are the only terms and conditions upon which TMG CRB provides the Services to the exclusion of all other terms and conditions, and that I am duly authorised by the Client to accept and agree such terms and to enter into this Agreement for and on behalf of the Client.

Name _____ Signature _____

Position _____ Date _____

Correspondance address (if different from above)

Address _____

Disclosure Manager: Person(s) nominated by the Client as its representative(s) for the particular purposes of clauses 3.1 and 3.3 in the terms and conditions overleaf and as the Client's principal contact(s) in relation to TMG CRB's provision of the Services generally. Such person(s) should be directly responsible for making the recruitment or suitability decisions in relation to the Applicant(s) in question.

If different from or in addition to the above:

Name _____ Signature _____

Position _____ Date _____

Additional Verifier(s)/Approved ID Evidence Checker(s): Additional person(s) nominated by the Client to verify Applicant ID documentation:

Name _____ Name _____

Signature _____ Signature _____

Name _____ Name _____

Signature _____ Signature _____

Service requirement

Paper application process

Online application process

It is agreed as follows:

1 Provision of Services

1.1 Subject to clauses 3, 7 and 8 below, TMG CRB shall provide the Services to the Client with reasonable skill and care and in accordance with applicable laws, legislation, regulations and Code(s) of Practice.

2. Term

2.1 This Agreement shall commence on the date on which the Client signs or otherwise enters into this Agreement.

3. The Client's obligations

3.1 The Client agrees to ensure that each Applicant completes all mandatory details on the AF. The Client shall procure that its nominated Representative(s) check each AF for accuracy and completeness prior to submission to TMG CRB and verify each Applicant's ID documents in accordance with the Client's obligations under clause 4.1 below.

3.2 The Client agrees to submit all completed and checked AFs to TMG CRB for provision of the Services in relation to such AFs.

3.3 TMG CRB will undertake the Services in relation to each AF submitted by the Client, and will inform the Client of any further information required in order to comply with its obligations under clause 1.1 above. The Client shall procure that its nominated Representative(s) promptly submit all required information to TMG CRB.

3.4 TMG CRB will submit completed, checked and countersigned AFs to the CRB, DS and/or ANI for processing by the CRB, DS and/or ANI (as applicable).

3.5 In the event of a Clear Disclosure, a letter will be sent to the Client confirming the Applicant name, Disclosure number and date of issue. Alternatively, this information may be viewed via online report.

3.6 All Material Disclosures will be returned to the Client.

3.7 TMG CRB shall endeavour to perform the Services in a timely and efficient manner but time for performance shall not be of the essence of this Agreement. The Client accepts and acknowledges that TMG CRB's ability to perform the Services promptly and in accordance with clause 1.1 above depends on and is subject to:

3.7.1 the Client giving TMG CRB the correct, complete and accurate information to perform the Services in a timely and efficient manner; and

3.7.2 the CRB, DS and/or ANI (as applicable) responding to TMG CRB's AF submission request in a timely and efficient manner.

3.8 TMG CRB shall notify the Client as soon as reasonably practicable if it discovers or has reason to suspect that a Disclosure may be incorrect or incomplete.

4. The CRB Code of Practice and Data Protection compliance

4.1 The Client agrees, in fulfilling its obligations under clause 3 above or receiving or administering any Disclosure or using any such Disclosure or Disclosure Information it may contain for any purpose:

4.1.1 to adhere to and comply with the Code(s) of Practice of the CRB (www.crb.gov.uk), DS (www.disclosurescotland.co.uk) and/or ANI (www.accessni.co.uk);

4.1.2 to adhere to and comply with all CRB, DS and/or ANI (as applicable) requirements and stipulations published on any other relevant government agency or body websites.

4.1.3 to have, adhere to and comply with a Policy on Secure Storage, Handling, Use, Retention and Disposal of Disclosures and Disclosure Information in accordance with the Police Act 1997. A sample policy is available in the TMG CRB Pack or from the CRB Website;

4.1.4 to have, adhere to and comply with a policy on the recruitment of ex-offenders which complies with the Rehabilitation of Offenders Act 1974. A sample policy is available in the TMG CRB Pack or from the CRB Website;

4.1.5 to adhere to and comply with the Police Act 1997 and the Data Protection Act 1998 ("DPA") (generally and as more particularly specified in clause 4.3 below); and

4.1.6 to adhere to and comply with any other applicable laws, legislation, regulations and codes of practice.

4.2 The Client agrees to indemnify and keep indemnified TMG CRB against any and all losses, proceedings, lost profits, damages, awards, expenses, claims, costs (including increased administration costs and legal costs on a full indemnity basis), actions and any other losses and/or liabilities suffered by TMG CRB and arising from or due to any breach of contract, any tortious act and/or omission and/or any breach of statutory duty by the Client including but not limited to any breach by the Client of their duty of confidentiality to any Applicant.

4.3 The Client acknowledges to TMG CRB that the Client is aware that Disclosure Information is Sensitive Personal Data (as defined by the DPA) and subsequently the Client undertakes to TMG CRB that the Client will obtain the explicit consent of each Applicant to process their sensitive personal data as is required under the DPA and comply strictly with all other requirements under the DPA in respect of the processing of Sensitive Personal Data.

4.4 Reference to any statute or statutory provision in this Agreement includes a reference to the statute or statutory provision as from time to time amended, extended or re-enacted.

5. Fees and Payment

5.1 Fee:

Except as otherwise or additionally agreed between the parties, the applicable fees for the provision by TMG CRB to the Client of the Services are as set out on our website (www.tmgcrb.co.uk) from time to time.

5.2 Payment:

5.2.1 Non account Clients must pay the TMG CRB fee by cheque made payable to TMG CRB and to be sent along with each AF.

5.2.2 Account Clients will be invoiced by TMG CRB monthly in arrears each month. The Client shall pay all invoices in full in cash or cleared funds within 28 days of the date of invoice to :
TMG CRB, Wilford Business Park, Ruddington Lane, Nottingham, NG11 7EP.

5.3 TMG CRB shall have the right to charge interest (both before and after judgment) at a rate of 3% per annum above the Barclays Bank PLC base rate ruling from time to time on any payment which remains unpaid following the due date for payment and such interest to be compounded with monthly rests from the due date until the date of actual payment.

5.4 The Client shall pay all sums due to TMG CRB under this Agreement without any set-off, deduction, counterclaim and/or any other withholding of monies. The Client shall however have the right to dispute any amount specified in an invoice submitted for payment by TMG CRB on condition that:

5.4.1 the Client notifies TMG CRB in writing of the nature and details of its disagreement within 2 days of the receipt of the relevant invoice; and

5.4.2 the Client pays the undisputed amount of the invoice as normal in accordance with TMG CRB's payment terms set out in clause 5.2 above.

6 Termination and Effect

6.1 TMG CRB may terminate this Agreement at any time by serving the Client with 1 month's prior written notice, such termination to take effect upon the expiry of 1 month from the date of the notice.

6.2 Either party to this Agreement may immediately terminate this Agreement if the other party:

6.2.1 fails to make any payment due under this Agreement when due;

6.2.2 breaches the terms of this Agreement and, if the breach is capable of remedy, has not remedied the breach within 5 working days of receiving notice requiring the breach to be remedied;

6.2.3 persistently breaches any one or more terms of this Agreement; and/or

6.2.4 appears due to their credit rating to be financially inadequate to meet their obligations under this Agreement.

6.3 Upon termination of this Agreement for any reason:

6.3.1 all monies owing by the Client to TMG CRB shall become immediately due and payable;

6.3.2 TMG CRB will immediately return to the Client any AFs that are unprocessed at the date of Termination. This applies to both online and paper submissions.

6.3.3 The Client will not send TMG CRB any further AFs and TMG CRB will not accept any further submissions of AFs from the Client. This applies to both online and paper submissions.

6.3.4 TMG CRB will forward to the Client any Disclosure results which were sent to the CRB, DS and/or ANI (as applicable) prior to the date of termination but which are, following the date of termination, returned by the CRB, DS and/or ANI (as applicable) to TMG CRB.

7. Liability

7.1 TMG CRB shall have no Liability for defective Services where the defect has been caused or contributed to by the Client to the extent so contributed including but not limited to any incorrect or incomplete information

provided to TMG CRB by the Client.

7.2 TMG CRB shall have no Liability for defective Services where the defect has been caused or contributed to by the CRB, DS and/or ANI (as applicable).

7.3 TMG CRB shall have no Liability to the Customer if the price for the Services has not been paid in full by the due date for payment.

7.4 TMG CRB shall have no Liability for additional damage, loss, liability, claims, costs or expenses caused or contributed to by the Client's continued use of Services or the continued engagement of an Applicant once an error or defect in the relevant Disclosure has become apparent or is suspected or should reasonably have become apparent to the Client.

7.5 TMG CRB shall have no Liability for any matters that are outside its reasonable control.

7.6 TMG CRB shall have no liability to the Client for any:

7.6.1 loss of profits and/or damage to goodwill;

7.6.2 economic and/or other similar losses;

7.6.3 any special, indirect or consequential losses; and/or

7.6.5 any business interruption, or any loss of business, contracts, opportunity and/or production.

7.7 The Client shall be under a duty to mitigate any loss, damage, costs or expenses that it may suffer under this Agreement.

7.8 TMG CRB's total Liability to the Client in relation to any one claim shall not exceed £1,000,000 (one million pounds). To the extent that any Liability of TMG CRB to the Client would be met by any insurance of TMG CRB then the Liability of TMG CRB shall be extended to the extent that such Liability is met by such insurance.

7.9 Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:

7.9.1 Liability for breach of contract;

7.9.2 Liability in tort (including negligence);

7.9.3 Liability for breach of statutory duty; and

7.9.4 Liability for breach of common law, except clause 7.8 above which shall apply once only in respect of all the said types of Liability.

7.10 Nothing in this Agreement shall exclude or limit the Liability of TMG CRB for death or personal injury due to its negligence or any liability which is due to TMG CRB's fraud or any other Liability which it is not permitted to exclude or limit as a matter of law.

7.11 Except as otherwise expressly provided in this Agreement, all warranties, terms, conditions and duties implied by law relating to the fitness, quality or adequacy of the Services are excluded to the fullest extent permitted by law.

8 Force Majeure

8.1 TMG CRB shall have no liability to the Client for any delay in performance of this Agreement to the extent that such delay is due to any events outside TMG CRB's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, subcontractor delays, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events and/or any delay, interruption or suspension of service by the CRB. If TMG CRB is affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.

9 Assignment and Subcontracting

9.1 The Client shall not assign its interest in this Agreement (or any part) without the prior written consent of TMG CRB. TMG CRB shall be entitled to assign its interest in this Agreement and/or sub contract all and/or any part of the Services to any third party upon notice to the Client.

10. Notices

10.1 All notices shall be given in writing to the company secretary of TMG CRB and to the notified representative of the Client as set out at the head of this Agreement at the respective registered offices of the relevant party or to any event outside TMG CRB's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, subcontractor delays, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events and/or any delay, interruption or suspension of service by the CRB. If TMG CRB is affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.

10.1.1 hand shall be deemed to have been served at the time of delivery;

10.1.2 facsimile shall be deemed to have been served at the time of transmission;

10.1.3 post shall be deemed to have been served two working days after posting.

11 Third Party Rights

11.1 All Third Party rights are excluded and no party other than the parties to this Agreement or their successors or permitted assigns shall have any right to enforce this Agreement. This shall not apply to members of TMG CRB's group from time to time who shall, subject to TMG CRB's consent, have the right to enforce this Agreement as if they were TMG CRB. Any rights of a third party to enforce this Agreement may be varied and/or extinguished by agreement between the parties to this Agreement without the consent of any such third party.

12 Choice of Law and Jurisdiction

12.1 This Agreement is governed by and interpreted in accordance with English law and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

13 Definitions

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

"Agreement" means this contract for the provision of the Services between TMG CRB and the Client, consisting of these terms and conditions and the front page to which these terms and conditions are attached and/or otherwise incorporated by reference;

"ANI" means the government body known as Access Northern Ireland;

"Applicant" means the individual who at the request of the Client completes the AF to be sent by the Client to TMG CRB to be processed by TMG CRB in accordance with the terms of this Agreement;

"AF" means the formal and official application form issued by TMG CRB to the Client and which is to be completed and signed by Applicants, of if any Applicant is using an online application, the AF online application form which is to be completed and relevant declaration made by the Applicant;

"Clear Disclosure" means any Disclosure that does not contain or reveal any Disclosure Information;

"Client" means the body, person or organisation (incorporated or otherwise) whose details are set out on the front of this Agreement;

"Code of Practice" means the official published Code of Practice of the CRB, DS or ANI (as applicable);

"CRB" means the government agency known as the Criminal Records Bureau;

"CRB Website" means the CRB's official website at www.crb.gov.uk;

"Disclosure" means a Clear Disclosure or a Material Disclosure;

"Disclosure Information" has the meaning ascribed to it in the Code(s) of Practice of the CRB, DS and/or ANI (as applicable);

"DS" means the government body known as Disclosure Scotland;

"ISA" means the government agency known as the Independent Safeguarding Authority;

"Liability" means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;

"Material Disclosure" means any Disclosure that contains or reveals Disclosure Information;

"Representative" means any individual who is engaged, employed or otherwise retained by the Client within its organisation and who is authorised by the Client to accept Disclosures from TMG CRB, to administer the AFs and/or to receive and administer Disclosures on behalf of the Client, and whose name appears on the front page of this Agreement;

"Services" means the CRB, DS and/or ANI umbrella body administration services and/or ISA-registration services (as applicable) to be performed by TMG CRB for the Client, including (without limitation) the processing, administration and disclosure of AF, CRB, DS and/or ANI information, Disclosures, Disclosure Information and ISA-registration information obtained from the CRB, DS and/or ANI (as applicable) by TMG CRB at the request and expense of the Client;

"TMG CRB" means TMG.tv Ltd t/a TMG CRB CRN: 4340937 and whose registered office is at Wilford Business Park, Ruddington Lane, Nottingham, NG11 7EP; and

"TMG CRB Pack" means the collection of papers and documents provided by TMG CRB to the Client to assist the Client in ordering, administering, processing and interpreting Disclosures from TMG CRB.