



EPM DBS Portal Terms of Use



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1. Definitions

- 1.1. **"Terms"** means these terms and conditions as amended from time to time.
- 1.2. **"Contract"** refers to the Contract for Services which the School/Trust holds with EPM Ltd for provision of DBS Services.
- 1.3. **"School"** refers to School, Academy or Trust.
- 1.4. **"You, Your, Yours"** are reference to the Headteacher/CEO of the School requesting use of the Portal Service.
- 1.5. **"We, Us, Ours"** means EPM Ltd.
- 1.6. **"Portal Service, Portal"** means the service offered by us via which the School may view information or make transactions.
- 1.7. **"Login details registration details"** is the collective reference to the unique identifier details assigned to you and your agents.
- 1.8. **"Agents"** are contracted employees of the School for whom you have authorised access to and use of the Portal Service on behalf of the School.
- 1.9. **"Portal ID, Password, Memorable Word"** constitute the individual aspects of the secure login process to allow access to the portal.

2. General

- 2.1. These terms describe the terms of use of the Portal and how it will be operated. By signing these terms in relation to the use of the Portal you will be confirming your acceptance and agreement of these terms.
- 2.2. Registration to the Portal will not be confirmed or authorised until such time as written acceptance has been received by you and any Agents for whom you authorise access to the service.
- 2.3. In the event of any conflict between these terms and the other terms and conditions of service under the Contract which the School holds with EPM Ltd, these terms will prevail.
- 2.4. We are the provider of the Portal and the company with whom you are agreeing to abide by its terms and conditions.
- 2.5. These terms shall be governed by and construed in accordance with English law.
- 2.6. The singular includes the plural and vice versa. The masculine includes the feminine. Use of the terms includes, including and for example shall be construed without limitation.
- 2.7. Any reference to a statute includes any re-enactment or modification of it and any regulations made under it.
- 2.8. Headings in these terms are for ease of reference only and are to be ignored in construing these terms.

3. Agents

- 3.1. You may authorise one or more persons to act on your behalf in relation to the submission of information via the Portal, including to give instructions for the purposes of these Terms on your behalf and/or to receive communications in relation to the use of the Portal. For example, you may wish to appoint a member of your school administrative staff to do all or any of these things. Any such authority must be given in the application process or in such other form as we may require.
- 3.2. Any Agent appointed by you must be a current employee of the School and must have responsibility for the administration of DBS Services within the definition of the role for which they are employed at the School.
- 3.3. At our absolute discretion, we will allow access to the Portal of any such person who may not be employed by the School but for whom written authorisation has been received by us, requesting such access. This may include, for example, a consultant or adviser working on your behalf. We will exercise our discretion in agreeing the registration and inform you in writing.
- 3.4. Any person who is not employed by the School but has been granted access to the Portal will be subject to these Terms and will be deemed to be a third-party Agent according to these Terms. All liabilities contained in these Terms will apply to this person.
- 3.5. If you appoint a third-party Agent in accordance with 3.3 and 3.4, references in these Terms to you will include your Agent.
- 3.6. We are entitled to assume that any Agent remains authorised to act on your behalf until such time as we receive written notice of the withdrawal of that person's authority, including any third-party Agent. You agree that you will ratify and confirm all actions which your Agent takes on your behalf under these terms if we ask you to.
- 3.7. We will also terminate your Agent's authorisation to access the Portal with effect from the termination date of their employment with you, or in the case of a third-party Agent at your written request, or sooner upon written notification from you.
- 3.8. Only the Headteacher of the School may authorise the appointment of additional Agents on their behalf, through the registration process in these terms.
- 3.9. In the event of a dispute which in your reasonable opinion may render your Agent(s) as unsuitable to use the Portal, it will be your responsibility to inform us in writing in order to suspend your Agent(s) registration until such time as we are satisfied that the dispute is resolved.

4. Registration

- 4.1. We may request, and you must provide, such information as we may reasonably require to give effect to these Terms. We may use any sources that we consider appropriate, including electronic data sources, to verify any information that you provide to us.
- 4.2. Subject to the below, communications for the purpose of these Terms may be given in writing or via the Portal. Communications in writing may be delivered personally, posted or sent by fax or email. All communications, whether from you or us, must be in English.
- 4.3. Communications to us from you must be made to us at the address set out in the application form (or any other address which we may give you notice of in writing). Any communication in writing from us to you or your Agent will be sent to the address of the School until we are told by you that you or your Agent would like communications sent to a different address. Communication to a third-party Agent will be made to the registered address of the School.
- 4.4. We may:
 - Telephone you at any time to discuss your use of the Portal without having been expressly invited by you to do so
 - In good faith, rely on any communication which we reasonably believe to have been issued by you or your Agent in relation to your use of the Portal
 - Rely upon any information provided by you in accordance with these Terms
 - Decline to accept or act upon any communication which we reasonably believe not to have been issued in accordance with the provisions of these Terms, or if we reasonably consider that compliance with such communication would be impracticable or would give rise to a breach of any applicable law or regulation. In such circumstances, we will use our reasonable endeavours to tell you promptly
 - Deem any communication received after 5.00 p.m. on a business day to have been received on the following business day
- 4.5. Where, in these Terms, a period of notice is to be given to you, that period of notice will be calculated from the date on which the notice was sent to you.
- 4.6. We will consider registration requests only via the 'DBS Form for New or Cancelled DBS Users'. We reserve the right to decline to accept any registration request. We will tell you if we decline to accept a registration request in accordance with this clause.
- 4.7. Where you and your Agents are required to provide an email contact address, you agree that this address is a private and secure email address as used for the purposes of the role which you or your Agents undertake at School and which is not shared by any other colleague.

5. Portal Terms of Use

- 5.1. If you are eligible, you and/or your Agent may use the Portal at any time including during non-business hours. These may be single or multiple transactions. Any transactions made by you or the authorised Agents will be done so in accordance with the principles of the relevant Data Protection legislation relating to the handling of sensitive information.
- 5.2. We will not specify a minimum usage of the Portal but we will regularly monitor your use. After giving you at least 30 days prior written notice, we may withdraw our agreement for you to use the Portal and will cancel registration of yours and your Agents' accounts. This will not affect any rights you may have under the Contract which the School holds with us.
- 5.3. You request and authorise us to:
 - a) Rely and act upon all apparently valid instructions as instructions properly authorised by you or your Agent(s), even if they may conflict with any other mandate given at any time concerning your records or affairs and
 - b) Process any transaction in accordance with any instructions received by us.
- 5.4. It is your responsibility alongside that of your Agents as authorised by you to ensure that a transaction is processed accurately in accordance with the best interests of the management of the School. We are authorised under the Terms of the Contract which the School has with us to provide advice and check your transaction for accuracy in accordance with English law.
- 5.5. On receipt of a transaction, all information will be stored on our secure web server. We are authorised to hold and access this information under the Terms of this agreement as well as in accordance with the Terms of the Contract with the School in relation to the holding of confidential and sensitive information. We will comply with the relevant Data Protection legislation in respect of this information.
- 5.6. We are not liable for any loss of information submitted by you or your Agent through the failure of the IT infrastructure of the School or that which you or your Agents utilise to access the Portal during the course of a transaction.

6. Transactions

6.1. You or your Agents may submit transactions via the Portal or access information held by us which is made available to you or your Agents under the Terms of Use of the Portal. This is subject to:

- a) There being in force an appropriate level of Contract between the School and us;
- b) The execution by you of additional documentation if requested by us, for example, to authorise you or your Agent to register with the Portal or to verify a transaction request;
- c) All other relevant statutory provisions;
- d) Any other provisions in these terms; and
- e) The processing of such a transaction is not in contravention of the Contract for Services which the School has with us or any other relevant contractual or statutory provision pertaining to the subject of the transaction.

We will be entitled not to process your transactions in accordance with your instructions if the transaction is:

- a) In any way incomplete under the requirements of the transaction process;
- b) Unlawful, illegal or in contravention of any aspect of English law;
- c) In our reasonable opinion, impossible, unlawful or impracticable to process;
- d) In our reasonable opinion, likely to impose any costs on us or expose us to liabilities which in each case may result in exposing us to costs. We will tell you if we will not process a transaction.

6.2. You and your Agents choose how to best utilise the Portal subject to these Terms, and in line with the deadlines for administrative and/or payroll purposes that we publish as amended from time to time, provided that they are in accordance with all relevant statutory and contractual provisions relating to the transaction.

6.3. Neither you nor your Agents may submit a transaction to acquire any legal, contractual or financial benefits from such a transaction and we will not process such a transaction if in our reasonable opinion this may be the case. We will notify you if we will not process a transaction.

6.4. We will not be responsible for any loss in relation to any transaction received by us:

- a) Unless such loss results from our fraud, wilful misconduct, negligence or breach of contractual duty under the Contract that the School has with us, or the fraud, wilful misconduct, negligence or breach of the duty of care of any of our employees; or
- b) Which in our opinion is as a result of the IT infrastructure utilised by you; or
- c) Which is not processed by us in accordance with these Terms; or
- d) Which results from any inaction or omission of any nature whatsoever by you or your Agents, including that which we have informed you about in good time in relation to the transaction; or
- e) Which has been submitted by any persons for whom we do not hold written authorisation from you either with or without you or your Agents' consent.

- 6.5. We reserve the right from time to time to amend the types of transactions available at any time. Where this results in restrictions in service, where possible, we will give you adequate notice.
- 6.6. The submission of a transaction by you or your Agents is done so in accordance with the relevant Data Protection legislation with regard to the handling of sensitive information. It is your responsibility to ensure that the information supplied is accurate at the time of submission.
- 6.7. We are not liable for any failure, delay or other shortcomings by any third party with whom you have a Contract for Services (such as a Payroll Provider) or otherwise when they are executing our instructions to them as a result of a transaction made through the Portal howsoever caused.

7. Transaction Records and Terms

- 7.1. Our records, unless shown to be wrong, will be evidence of your dealings with us in connection with the Portal Service.
- 7.2. You agree not to object to the admission of our records as evidence in any legal proceedings because such records are not originals, are not in writing or are documents produced by a computer.
- 7.3. Where you give us an instruction or make a transaction through the Portal Service the Terms will apply in addition to the existing terms of the contract for services held with the School in respect of your dealings with us. In the event of any inconsistency, these Terms will apply.

8. Your Liability for Unauthorised Transactions

- 8.1. We will amend or delete any transaction carried out in accordance with any instruction where your login details have been used without your authority. Where we are responsible for any unauthorised transaction, we will inform you that it has occurred and amend or delete the unauthorised transaction in accordance with your instruction and have no further liability to you.
- 8.2. You will be responsible for all losses pertaining to the processing by us of any transaction carried out without your authority, even if you have acted with reasonable care so as not to facilitate that unauthorised transaction, or you have acted fraudulently. For the purposes of this, Clause 8 acting without reasonable care shall be deemed to include failure to observe any of your security duties referred to in these Terms.
- 8.3. Once you have notified us of any unauthorised access to the Portal Service or unauthorised transactions or that you suspect that someone else knows your login details, you will not be responsible for any unauthorised instructions carried out after we have had reasonable time to suspend the Portal Service in respect of your account unless we can show you have acted fraudulently.
- 8.4. With reference to 3.9 above, we accept no liability for any transaction made by your Agent(s) for whom you are currently in dispute with if in our opinion you have not previously informed us of in reasonable time.

9. Our Liability to You

- 9.1. We will take reasonable care to ensure that any information provided to you by the Portal Service is an accurate reflection of the information contained in our computer systems. Some of the information available through the Portal Service may be identified on the screens as subject to a disclaimer or other provisions. If you rely on that information, you do so subject to the disclaimer or those provisions.
- 9.2. You agree that unless we have specifically agreed with you otherwise, we shall have no liability whatsoever for (a) any equipment, software or associated user documentation which any party other than us produces at any time for use in connection with the Portal service or (b) any services through which you access the Portal Service or which you access through the Portal Service which is not controlled by us.
- 9.3. We shall not be liable to you for any loss you suffered due to any event or circumstances beyond our reasonable control which leads to the Portal Service being wholly or partly unavailable such as, but not limited to, technical breakdown, strikes or other industrial action (whether or not involving our employees) or communications or power failure. In the event of the Portal Service being wholly or partly unavailable, the Contract will be delivered by methods such as telephone, fax post and email.

10. Your Security Duties

- 10.1. You agree to comply with the Terms and any security procedures mentioned in them.
- 10.2. You must keep your login details secure and secret at all times and take steps to prevent unauthorised use of it and your Portal ID. For example, never write or otherwise record the password in a way that can be understood by someone else.
- 10.3. Never tell the password to someone else.
- 10.4. Destroy any advice from us concerning your password promptly after receipt.
- 10.5. Avoid memorable words which may be easy to guess such as birthdays, telephone numbers, dates of birth etc.
- 10.6. Never record your Portal ID, password or memorable word on any software which retains it automatically (for example, any computer screen prompts or 'save password' feature or any similar function on your internet browser).
- 10.7. Keep your Portal ID in a safe place at all times.
- 10.8. Once you have logged on to the Portal Service, you must not leave the terminal or other device from which you have accessed the Portal Service at any time or let anyone else use it until you have logged off the Portal Service. You will be responsible for ensuring that you have logged off the Portal Service at the end of any session.
- 10.9. You must tell us immediately of any unauthorised access to the Portal Service or any unauthorised transaction or instruction which you know of or suspect or if you suspect someone else knows your login details. Contact EPM on 01480 431993.
- 10.10. You agree to check carefully your records of transactions and instructions and inform us immediately of any discrepancy.

11. Fees, Charges and Expenses

- 11.1. We will not request any additional fee or charge for registration or use of the Portal in the format provided at the commencement of service over and above that of those charges associated with your Contract as amended from time to time with us except for in clause 11.3.
- 11.2. You are liable for any telephone charges and any charges made by your Internet Service Provider as a result of the use by you of the Portal Service.
- 11.3. We will be entitled to charge the following costs in addition to those required under your Contract with us, in relation to the Portal;
 - a) All expenses incurred by us (including travel costs) in attending the School with the sole intention to advise on the use and procedures for use of the Portal;
 - b) A fixed fee for the provision of documentation pertaining to the use of the Portal which is over and above the normal registration procedures;
 - c) If we become liable to pay any penalties in relation to any transaction not covered by the Contract with us;
 - d) If we become liable to make any other payment to any agency or organisation that is not attributable, directly or indirectly, to any fraud, negligence, wilful default or regulatory breach on our part. You will be notified in writing of all charges, costs and liabilities which we are entitled to charge to the School.
 - e) From 1 January 2021, an administration fee will be charged for any DBS or associated checks undertaken at a rate applicable from time to time (unless otherwise agreed or notified) which may be varied at our absolute discretion and notified to you by giving appropriate notice of change after which it will be deemed to be effective.
- 11.4. If for any reason you unreasonably refuse to pay any such additional charges of which you have been notified in writing of, we will terminate your registration with the Portal until such time as the charges have been paid. If charges are still not paid within 3 months, at our discretion we will terminate the Contract which the School has with us according to the notice provisions in your Contract.
- 11.5. We will continue to be entitled to make charges and to recover any costs and liabilities as referred to in these Terms until such time as they remain outstanding. This includes such time as when the Contract has ceased.

12. Data Protection and Confidentiality

- 12.1. We will take all reasonable technical and organisational security measures to prevent the unauthorised or unlawful processing of personal data submitted via the Portal or accidental loss or destruction of, or damage to, such data.
- 12.2. We will comply with the eight data protection principles set out in Part 1 of Schedule 1 to the relevant Data Protection legislation. For the purposes of the relevant Data Protection legislation, we will be data controllers in relation to personal data provided by you. We may as required by statutory or regulatory bodies' process sensitive data as defined under the relevant Data Protection legislation. This could include but is not limited to, information relating to the employees of the School such as salary, and pension information.
- 12.3. The collection and processing of sensitive information as supplied by you or your Agents would be done so according to these Terms and the Terms of the Contract which the School has with us.
- 12.4. We may disclose information orally, in writing (including by email) or via the internet concerning the employees of the School;
 - a) To any person anywhere in the world in the proper performance of our obligations under these Terms, and those contained in the Contract which you hold with us;
 - b) As required by law or any competent authority; or
 - c) To any person we reasonably believe to have authorisation to access the information with due regard to the principles of the relevant Data Protection legislation.
- 12.5. We may do this without your prior written consent in order to expedite any process which is required of us by statute or any aspect of these Terms or the Contract which you hold with us.

13. Force Majeure

- 13.1. If, as a result of force majeure, we are unable, wholly or in part, to carry out any of our obligations in relation to your transaction, we will to the extent practicable give you prompt notice of that force majeure with reasonable particulars of it and, insofar as known, the probable extent to which we will be unable to perform or be delayed in performing the relevant obligation(s). Following this notice, and for as long as the force majeure continues, the obligations which cannot be performed because of the force majeure will be suspended.
- 13.2. For the purposes of these Terms, force majeure means:
 - a) Acts of God; or
 - b) Acts of war (declared or undeclared), terrorism, insurrection, revolution, civil disturbance, riot, blockade or other disturbance; or
 - c) Strikes, lockouts, other industrial action or other interferences with work; or
 - d) Widespread failure or disruption of computer systems, including electronic mail systems; or
 - e) Earthquake, storms, floods, lightning, fire, explosions or similar natural events.

13.3. This is in each case where the force majeure is beyond our reasonable control or the reasonable control of our employees.

14. Divulgence of Registration

14.1. Your or your Agents' registration details may not be assigned or surrendered except to the extent permitted by these Terms, without our prior written consent.

14.2. You or your Agents must keep registration details confidential and secure and must not disclose them to other parties for whom we do not recognise as authorised Agents regardless of whether you have authorised them to do so.

14.3. Use of the Portal is strictly limited to you and your Agents for whom we have received written notification of their authorisation of use. If you allow any other person who is not registered with us to use the Portal, we reserve the right to withdraw authorisation of all Agents at the School until such time as we are satisfied that you are able to comply with these terms.

15. Variation and Termination

15.1. These terms will apply until:

- a) The registration with the Portal is terminated in writing by you on behalf of your Agents; or
- b) The Contract between the School and EPM is terminated; or
- c) We amend these Terms.

15.2. Without prejudice to your rights to continue the use of the Portal, we reserve the right to amend these Terms by written notice to you to such an extent as we reasonably consider appropriate in all the circumstances:

- a) Where necessary to comply with the law, or any change in law or practice (or change in our understanding of law or practice), affecting or likely to affect any transactions made via the Portal;
- b) In the event of any alteration in circumstances which in our reasonable opinion materially affects the implementation of any of the provisions of these terms.

15.3. Where these terms are to be amended, we will give you as much notice as is reasonably practicable in the circumstances, which will generally be at least 30 days written notice.

16. Waiver

- 16.1. We may agree in writing with you to waive any condition contained in these Terms.
- 16.2. Any waiver under the above clause does not bind us to waive that condition on any other occasion.

Name of School/Trust:	
Headteacher/CEO Name:	
Email Address:	
Authorised by Headteacher/CEO Name:	
Headteacher/CEO Signature:	

17. DBS Forms for Portal Users

- 17.1. When an employee completes a DBS Form for a New or Cancelled Portal User, the Headteacher is required to authorise that individual's access to the Portal. Upon the Headteacher indicating their authorisation, you undertake to ensure that the user has read the EPM DBS Portal Terms of Use and that they are followed at all times. Please ensure you upload a copy of your signature to the 'DBS Form for a New or Cancelled Portal User' to confirm your authorisation. We reserve the right not to authorise registration if you have not uploaded your signature, where required.

18. Interpretation

- 18.1. **"Additional Information"** means information which is provided separately to EPM by the DBS as part of a Disclosure but which cannot be given to the Applicant.
- 18.2. **"Countersignatory"** means the people within EPM who are registered with the DBS to countersign Disclosure Applications.
- 18.3. **"DBS"** means the Disclosure and Barring Service.
- 18.4. **"DBS Fee"** means the fee charged by the DBS for processing a Disclosure Application payable by the Customer.
- 18.5. **"Disclosure Result"** means the disclosure result issued by the DBS to both the Applicant and EPM.
- 18.6. **"Applicant"** means an individual who is the subject of a Disclosure Application.
- 18.7. **"Code of Practice"** is the DBS's "Code of Practice for Registered Persons and Other Recipients of Disclosure Information" as published from time to time.
- 18.8. **"Disclosure Application"** is an application made for a Disclosure Result.
- 18.9. **"Electronic Application Form"** is the online form which an Applicant must complete for the purposes of a Disclosure Application.
- 18.10. **"e-Bulk Service"** is the DBS's "e-Bulk" interface and service which facilitates Disclosure Applications and Disclosure Results and related information.
- 18.11. **"Fees"** means the fees payable by the Customer pursuant to this Agreement.

- 18.12. **"DBS Portal User"** is an employee of the Customer who is registered with EPM for access to the Online Account and is authorised by the Customer to request a Disclosure Application to be processed.
- 18.13. **"Online Account"** means the Customer-facing element of the System, which is accessed by the Customer using the username and password provided by EPM.
- 18.14. **"Order"** means the Exceptions Order 1975 to the ROA and sets out those occupations and positions exempt from the provisions of the ROA.
- 18.15. **"Recheck"** means a new Disclosure Application submitted by the Customer for an existing member of staff for whom a Disclosure Result has previously been obtained by the Customer.
- 18.16. **"Registered Body"** means an organisation which has satisfied the DBS's conditions of registration and has registered directly with the DBS to use its services.
- 18.17. **"ROA"** means the Rehabilitation of Offenders Act 1974, under which an ex-offender is not normally obliged to disclose a spent conviction when applying for a job, obtaining insurance or when involved in criminal or civil proceedings.
- 18.18. **"Services"** means the provision by EPM of a service to organisations which are not Registered Bodies themselves to allow such businesses to make online Disclosure Applications through EPM's e-Bulk Service arrangement with the DBS and the associated support services.
- 18.19. **"System"** means EPM's IT systems and website including the Online Account.
- 18.20. **"Umbrella Body"** is a Registered Body which acts as an intermediary between an unregistered organisation and the DBS.

19. DBS Electronic Services

- 19.1. The Customer acknowledges that the provision of the Services by EPM is partially reliant on the e-Bulk Service provided or operated by the DBS or associated third parties. EPM provides no warranty or assurance for the reliability or availability of the Services provided or operated by the DBS or associated third parties. EPM reserves the right at its sole discretion to suspend the online element of the Services for a period in the event that DBS suspends the e-Bulk Service for any reason; or it becomes necessary to conduct any planned or emergency maintenance to the System or to undertake any investigation or works to prevent or resolve a security issue provided always that, in the case of planned maintenance, investigation or works, the Customer is given not less than 48 hours prior written notice of the same. No notice will be given in respect of emergency maintenance. In the event of suspension, EPM reserves the right to replace the online element of the Services with a paper based submission service ("Paper Service") until the online Services are available. EPM shall notify the Customer as soon as reasonably possible following a suspension that the Paper Service is to be used.

20. EPM's Obligations

20.1. EPM shall:

- a) Comply with the DBS Code of Practice.
- b) Ensure that the Customer is eligible to submit Disclosure Applications to the DBS.
- c) Ensure that all Applicants in respect of which a Disclosure Application is submitted to the DBS are eligible to receive a Disclosure Result under the Order. If EPM believes that a Disclosure Application is ineligible under the Order, it may refuse to process the Disclosure Application until the Customer has provided sufficient evidence to EPM's reasonable satisfaction that the Disclosure Application is eligible under the Rehabilitation of Offenders Act 1974 (exceptions order 1975) in 2013 and 2020.
- d) Quality check so far is reasonably practicable, that the data in a completed Electronic Application Form received from the Customer contains the minimum information required to submit a Disclosure Application and is ready to be transferred.
- e) Transfer the data to the DBS in accordance with the DBS's requirements, including an electronic signature by a Countersignatory; or if the Electronic Application Form is incomplete and/or there are any apparent queries or inconsistencies, seek clarification from the Customer and require the Electronic Application Form to be amended or resubmitted as appropriate.
- f) Provide reports and a tracking facility to enable the Customer to follow the progress of a Disclosure Application at various stages throughout the DBS process provided that the service is ongoing and fully controlled by the DBS.
- g) As soon as reasonably practicable notify the Customer (via the Online Account) of any queries received from the DBS in respect of submitted Disclosure Applications.
- h) Promptly acknowledge and confirm receipt of Disclosure Results received from the DBS to the Customer via the Online Account and in particular, where no records are found in relation to the Applicant and the Disclosure Result is clear, update the Online Account to enable the Customer to view the result; or where the Disclosure Result reveals that records are held in relation to the Applicant, inform the Customer upon receipt of the same from the DBS.

20.2. EPM is not responsible for providing a copy of the Disclosure Result to the Applicant. The DBS sends the Disclosure Result directly to the Applicant.

21. The Customer's Obligations

21.1. The Customer shall:

- a) Comply with the Code of Practice and have in place all policies required by the Code of Practice.
- b) Ensure that it is eligible to submit Disclosure Applications to the DBS
- c) Only submit Disclosure Applications in respect of Applicants who are eligible for a Disclosure Result under the Order
- d) Ensure that all information provided to EPM, whether submitted through the Online Account or otherwise, is complete, correct, accurate and true.
- e) Be responsible for establishing and maintaining access to the website through an internet connection using appropriate telephony and computer equipment which is compliant with the Security Policy.
- f) Ensure that only the Customer's Authorised Users comply with the Services and any instructions, manuals and security measures (including passwords) provided by EPM from time to time in accordance with the terms of this Agreement.
- g) Ensure that EPM is informed of any changes in Authorised Users.
- h) Provide EPM with up-to-date records of contact details for Authorised Users.
- i) Ensure any queries raised by EPM are dealt with as soon as reasonably practicable.
- j) Ensure that the identity of the Applicant has been verified and validated in accordance with the DBS's guidance published from time to time and in particular, in the case of the e-Bulk Service, carry out a face to face identity check with the Applicant.
- k) Correctly apply the DBS definition of "Volunteer" when completing a Disclosure Application to assert eligibility for free of charge Disclosure Results.
- l) All Applicants are notified in advance of the requirement for a Disclosure Result.
- m) Obtain the consent of the Applicant to request a Disclosure Result from the DBS.
- n) Inform the Applicant of the potential effect a criminal records history may have on the recruitment and selection process and any subsequent recruitment decision and provide a copy of the Code of Practice to the Applicant on request.
- o) Not use the Services in any configuration or for any purpose other than as set out in this Agreement
- p) Not make any Applications on behalf of a third party or applicant not covered by the EPM contract without prior consent of EPM"
- q) Not use the Services in connection with the operation of a service bureau arrangement or outsourced service offering to any third party without EPM's prior written consent.
- r) Not disclose any information contained within a Disclosure Application or Disclosure Result or any Additional Information to any member, officer, agent or employee except strictly in accordance with the Code of Practice.

- 21.2. Where the Customer wishes to submit Disclosure Applications on behalf of a third party, EPM reserves the right to require the third party to enter into a direct agreement with EPM on the same terms as this Agreement before giving its consent.

22. Disputed Disclosure Applications

- 22.1. If any information revealed by a Disclosure Application and subsequent Disclosure Result is disputed by a Customer or an Applicant, the Customer or Applicant shall refer to the DBS directly. EPM shall have no responsibility for liaising with, or providing an intermediary service with DBS; In the case of a dispute, the Customer shall be responsible for any additional charges imposed by the DBS. The Customer agrees and acknowledges that a Disclosure Application whether submitted as an Electronic Application Form or via the Paper Service can only be cancelled in writing by the Applicant directly to the DBS.

23. Charges and Payment

- 23.1. The DBS Fee for each Disclosure Application and administration fee is payable within 30 days of the EPM invoice. The DBS Fee is set by the DBS and is subject to change at the discretion of the DBS. EPM reserves the right to immediately pass on any change in the DBS Fee to the Customer but EPM will use reasonable endeavours to inform the Customer in advance of any change to the DBS Fee. The Customer shall be liable to pay any additional charges imposed by the DBS. Where a Disclosure Application is cancelled the Customer shall not be entitled to any reimbursement of the Recheck Fees or the DBS Fee for New Checks (as applicable) paid in respect of that Disclosure Application.

24. Changes in DBS Procedures

- 24.1. EPM shall not be liable to the Customer for any delay in performance or failure to perform its obligations in accordance with this Agreement where such delay or failure is due to a change in the Code of Practice, or a change in the procedures relating to the processing of Disclosure Applications by the DBS which EPM could not reasonably have foreseen. If a DBS Process Change takes place, EPM shall use all reasonable endeavours to minimise any adverse impact on the performance of the Services and notify the Customer of any such impact. EPM reserves the right to vary the Fees by a fair and equitable amount as necessary to reflect any consequential change to the Services which are required following a DBS Process Change.

25. Audit

- 25.1. From time to time the DBS carries out assurance audits of Registered Bodies. The Customer agrees to provide reasonable assistance and access to records or sites as may be requested by DBS and/or EPM in event of an audit being carried out in connection with the Services.