

## Public Sector Product Specific Terms and Conditions

Version: 4.0

Dated: August 2019

These Public Sector Product Specific Terms and Conditions are to be read in conjunction with Experian's standard terms and conditions v4.4 ("Standard Terms and Conditions") and with Experian's then current version of its standard product specific terms and conditions as at the Commencement Date ("Standard Product Specific Terms and Conditions"), together being the "Terms and Conditions". The Standard Terms and Conditions and the Standard Product Specific Terms and Conditions are available at <http://www.experian.co.uk/legal-information/terms-and-conditions.html>, and a copy can also be provided on request;

In the event of any conflict between these Public Sector Product Specific Terms and Conditions and

- (1) the Standard Terms and Conditions, and/or
- (2) the Standard Product Specific Terms and Conditions,

these Public Sector Product Specific Terms and Conditions shall prevail.

References to paragraphs and sections are to the Paragraphs and the Sections of these Public Sector Product Specific Terms and Conditions.

**Please Note:** These Public Sector Product Specific Terms and Conditions have been compiled to make contracting with Experian easier and more flexible. These Public Sector Product Specific Terms and Conditions contain a list of easily referable provisions which apply to the Services that Experian may supply to the Client from time to time. The Client must familiarise itself with the Public Sector Product Specific Terms and Conditions which relate to the Services it takes or could take from Experian during the term of the Agreement set out in the Schedule to ensure that its use of the Services remains compliant.

If at any time the Client takes any of the Services described below, then the relevant Public Sector Product Specific Terms and Conditions shall apply to the Client in relation to:

1. [Investigator Online \(where the Client is a law enforcement authority\)](#)
2. [Investigator Online \(where the Client is a local authority\)](#)
3. [Citizenplus](#)
4. [Debt Prioritisation Service](#)
5. [Forceview or Cabinetview](#)
6. [NHS Patient Eligibility](#)
7. [NHS Patient Eligibility Data Sharing](#)

In addition, the following terms shall apply to all Services:

8. [Disclosure of Experian Confidential Information pursuant to the FOIA](#)

### TERMS RELATING TO INVESTIGATOR ONLINE (WHERE THE CLIENT IS A LAW ENFORCEMENT AUTHORITY)

#### Definitions

"**Information**" means any information, reports or results Experian provides to the Client as part of the Services.

"**Anti-Crime Purposes**" means necessary for the purpose of prevention and detection of crime, the apprehension or prosecution of offenders, or the assessment or collection of any tax or duty or any imposition of a similar nature.

"**Legal Purposes**" means where disclosure of personal data is necessary and required by or under any enactment, by any rule of law or by court order, or where disclosure is necessary for the purposes of, or in connection with, any legal proceedings (including prospective legal proceedings) or for the purposes of obtaining legal advice or is otherwise necessary for the purposes of establishing, exercising or defending legal rights.

"**National Security Purposes**" means necessary for the purpose of safeguarding national security.

"**Necessary Purposes**" means either Anti-Crime Purposes, Legal Purposes or National Security Purposes as the case may be.

"**Website**" means the website at [www.experianinvestigator.co.uk](http://www.experianinvestigator.co.uk) or any other website through which Experian delivers the Services.

#### 1. Use of Full Electoral Roll

The following provisions apply to the Client's use of full electoral roll data:

- a) Any request from the Client with regard to the full electoral roll shall be made in accordance with The Representation of the People Act 2000 and any regulations made thereunder (including without limitation, The Representation of the People Regulations 2002) as amended from time to time ("ROPA Laws");
- b) Where the Client appoints Experian to provide and/or process the full electoral register for the Client, Experian shall do so for the purposes of providing the Services to the Client subject to the Client's entitlement to request such a Service being permitted in all respects under ROPA Laws;
- c) The Client warrants that any such request for Experian to process the full electoral roll (whether or not Experian provides or only processes the full electoral roll information supplied by the Client), shall be fully in accordance with the rights and restrictions applicable to the Client under ROPA Laws;
- d) If the Client's entitlement under ROPA Laws to make such a request for Experian to process the full electoral roll (whether or not Experian provides or only process the full electoral roll information supplied by the Client) change at any time during Experian's execution of the Client's request, the Client undertakes to inform Experian promptly of such change in entitlement and acknowledges that upon such notice Experian may (at Experian's sole discretion) not begin or cease processing and/or not supply the full electoral roll information to the Client; and

- e) Where the Client will provide a copy of the Client's full electoral roll information to Experian to process on the Client's behalf Experian shall hold and process such information as data processor on the Client's behalf for the purposes of providing the Services to the Client.

## 2. Security

- a) The Client must follow any rules and guidelines notified to it by Experian that apply to the way in which Experian provides the Services.
- b) The Client will appoint a Senior Officer (being a person of suitable expertise and seniority) who will have responsibility for ensuring that the Client complies with its obligations under this Agreement ("Senior Officer"). The Client will provide Experian with the name and contact details of the Senior Officer. The Senior Officer will immediately notify Experian of any breach of these conditions by the Client or any irregular activity with regard to the Client's search requests or use of these Services or otherwise.
- c) Access to the Services is granted only through digital certificates provided by Experian or a suitable replacement provided by Experian (including "2-factor authentication"). The Client agrees that it will follow any reasonable instructions Experian may issue with regard to the use of these certificates or replacement. Access to the Services and Information is limited and the Client will only permit personnel expressly authorised by Experian to have access to the Services and the Information.

## 3. Permitted Use

- a) The Client must not use, or allow others to use, the Services or Information (or both) to provide authentication, fraud prevention, credit reference, employment referencing, tracing services or any other information-based services to anyone else.
- b) The Client may only request and use the Services in connection with the Necessary Purposes (in each case as applicable to that search). Unless required by law, the Client must only give the Information to its officers or employees (or both) who need to use it for Necessary Purposes (in each case as applicable to that search).
- c) The Client's request for the processing of personal data for the Necessary Purposes must be necessary and validly requested in compliance with Data Protection Legislation.
- d) If the Client requests a search for National Security Purposes, the Client may only use the Information returned in respect of that search for National Security Purposes.
- e) If the Client requests a search for Anti-Crime Purposes the Client may only use the Information returned in respect of that search for Anti-Crime Purposes.
- f) If the Client request a search for Legal Purposes, the Client may only use the Information returned in respect of that search for Legal Purposes.
- g) If requested to do so the Client agrees to provide written evidence to Experian evidencing the necessity and validity of the Client's request for a search for the Necessary Purposes and the Client's compliance with Data Protection Legislation in connection with that search. If the Client fails to comply with this clause 3, without limitation to Experian's other rights and remedies, Experian can refuse to perform that search and/or suspend and/or terminate the Services (without liability to the Client).

## 4. Third party services

Experian may remove access to Google Maps at any time if required to do so by its licensor.

## TERMS RELATING TO INVESTIGATOR ONLINE (WHERE THE CLIENT IS A LOCAL AUTHORITY)

### Definitions

"**Information**" means any information, reports or results Experian provides to the Client as part of the Services.

"**Anti-Crime Purposes**" means necessary for the purpose of prevention and detection of crime, the apprehension or prosecution of offenders, or the assessment or collection of any tax or duty or any imposition of a similar nature.

"**Website**" means the website at [www.experianinvestigator.co.uk](http://www.experianinvestigator.co.uk) or any other website through which Experian delivers the Services.

### 2. Use of Full Electoral Roll

The following provisions apply to the Client's use of full electoral roll data:

- a) Any request from the Client with regard to the full electoral roll shall be made in accordance with The Representation of the People Act 2000 and any regulations made thereunder (including without limitation, The Representation of the People Regulations 2002) as amended from time to time ("ROPA Laws");
- b) Where the Client appoints Experian to provide and/or process the full electoral register for the Client, Experian shall do so for the purposes of providing the Services to the Client subject to the Client's entitlement to request such a Service being permitted in all respects under ROPA Laws;
- c) The Client warrants that any such request for Experian to process the full electoral roll (whether or not Experian provides or only processes the full electoral roll information supplied by the Client), shall be fully in accordance with the rights and restrictions applicable to the Client under ROPA Laws;

- d) If the Client's entitlement under ROPA Laws to make such a request for Experian to process the full electoral roll (whether or not Experian provides or only process the full electoral roll information supplied by the Client) change at any time during Experian's execution of the Client's request, the Client undertakes to inform Experian promptly of such change in entitlement and acknowledges that upon such notice Experian may (at Experian's sole discretion) not begin or cease processing and/or not supply the full electoral roll information to the Client; and
- e) Where the Client will provide a copy of the Client's full electoral roll information to Experian to process on the Client's behalf Experian shall hold and process such information as data processor on the Client's behalf for the purposes of providing the Services to the Client.

**2. Security**

- a) The Client must follow any rules and guidelines notified to it by Experian that apply to the way in which Experian provides the Services.
- b) The Client will appoint a Senior Officer (being a person of suitable expertise and seniority) who will have responsibility for ensuring that the Client complies with its obligations under this Agreement ("Senior Officer"). The Client will provide Experian with the name and contact details of the Senior Officer. The Senior Officer will immediately notify Experian of any breach of these conditions by the Client or any irregular activity with regard to the Client's search requests or use of these Services or otherwise.
- c) Access to the Services is granted only through digital certificates provided by Experian or a suitable replacement provided by Experian (including "2-factor authentication"). The Client agrees that it will follow any reasonable instructions Experian may issue with regard to the use of these certificates or replacement. Access to the Services and Information is limited and the Client will only permit personnel expressly authorised by Experian to have access to the Services and the Information.

**3. Permitted Use**

- a) The Client must not use, or allow others to use, the Services or Information (or both) to provide authentication, fraud prevention, credit reference, employment referencing, tracing services or any other information-based services to anyone else.
- b) The Client may only request and use the Services in connection with Anti-Crime Purposes. Unless required by law, the Client must only give the Information to its officers or employees (or both) who need to use it for Anti-Crime Purposes.
- c) The Client's request for the processing of personal data for Anti-Crime Purposes must be necessary and validly requested in compliance with Data Protection Legislation.
- d) If requested to do so the Client agrees to provide written evidence to Experian evidencing the necessity and validity of the Client's request for a search for Anti-Crime Purposes and the Client's compliance with Data Protection Legislation in connection with that search. If the Client fails to comply with this clause 3, without limitation to Experian's other rights and remedies, Experian can refuse to perform that search and/or suspend and/or terminate the Services (without liability to the Client).

**5. Third party services**

Experian may remove access to Google Maps at any time if required to do so by its licensor.

**TERMS RELATING TO CITIZENVIEW PLUS**

1. In respect of each service element, the Permitted Purpose shall be as follows:

Service Element	Permitted Purpose
Tracing	The purposes of debt recovery in order to locate individuals who have not paid a debt due to the Client in accordance with the legal obligations of those individuals or in circumstances which are or may be fraudulent.
Investigations	<p><b>Residency Checking Service:</b> For the purpose of verifying the claimed residency of an individual (either over a period of time or to confirm current residential address), where the individual has given consent for the search to be undertaken.</p> <p><b>Public Information Search:</b> For public sector debt recovery to assess a debtor's current financial status in order to assist the Client in choosing the most appropriate recovery strategy for the individual and type of debt.</p> <p><b>Full Financial Data Search:</b> For use only where the Client is a local authority (as defined in the Local Government Act 2000).</p>
Debtor Information	The Client shall only be permitted to use the Debtor Information service element for the purpose of assisting the Client in the collection of debt owed to the Client for the Debt Type(s) indicated in the

	<p>Agreement where the Client is legally entitled to do so.</p> <p>Where the Client is using the Debtor Information service element in connection with the Unpaid Court Fines Debt Type, then the Client shall only be permitted to use the Services to assist in the collection of fines imposed in respect of criminal offences, where these are owed as a debt to the Client.</p>
Case Management	As set out in the Terms and Conditions.

2. The Client shall appoint and provide Experian with the name and address details of a senior officer ("Senior Officer").
3. The Client agrees that its Senior Officer will be a person of suitable expertise and seniority who will be responsible for managing the Client's access to the Services to ensure that the Client's use of the Services and the Experian Data is in accordance with this Agreement.
4. The Client's Senior Officer will immediately notify Experian of any breach of this Agreement by the Client or any irregular activity with regard to the Client's searches or otherwise.
5. Experian will submit to the Client's Senior Officer monthly reports in respect of the Client's requests for searches in that month.
6. The Client agrees that access to the Services is limited and the Client will only permit personnel expressly authorised by Experian to have access to the Services and the Experian Data.
7. For any Full Financial Data Search requested:
8. The Client may only request that search if the purposes for which the Client shall use the results of that search are in accordance with the Permitted Purpose for Full Financial Data Searches (as defined in the Permitted Purpose section above);
9. The Client's request for that search must be a valid request in compliance with Data Protection Legislation;
10. The Client must only give the Experian Data returned in response to that search to its officers or employees (or both) who need to use it for the Permitted Purpose;
11. The Client must use the Experian Data returned in respect of that search for the Permitted Purpose for which it was requested only;
12. If requested to do so, the Client agrees to provide written evidence to Experian evidencing the validity of the Client's search request and the Client's compliance with Data Protection Legislation in respect of that search;
13. If the Client fails to do this, without limitation to all other rights and remedies available to Experian, Experian can refuse to perform that search and/or suspend and/or terminate the Services (without liability to the Client).
14. Experian may from time to time modify or terminate (without liability) the whole or any part of the Services upon written notice to the Client if any data source which Experian uses or intends to use in the provision of the Services ceases to be available to Experian upon terms or in a manner acceptable to Experian.
15. In order for Experian to provide the Services which utilise BT OSIS Data to the Client and in order for Experian to comply with the licence terms which British Telecommunications plc and/or other third party suppliers of telephone number data require all users of such data similar to Experian to accept, the Client hereby:
  - a. appoints Experian as its agent under this Agreement for the purpose of using Client Data to carry out directory enquiry searches for and on behalf of the Client;
  - b. authorises and instructs Experian to:
    - i. use any retrieved telephone numbers resulting from such directory enquiries for the sole purpose of comparing such telephone numbers against any telephone numbers contained within the relevant and applicable Client Data and producing a score based upon whether there was or was not a match of telephone numbers; and
    - ii. incorporate the score referred to in clause 9(b)(i) of this Section into the overall score delivered to the Client by the Services.
  - c. Further instructs and confirms to Experian that telephone numbers retrieved from such directory enquiry searches are for use as input into the comparison process described in clause 9(b) of this Section only and Experian is not required to return such telephone numbers to the Client.
16. Where the Client is using the Tracing or Debtor Information elements of the Services, the Client undertakes that it shall:
  - a. not divulge or disclose all or any part of the Experian Data to any third party;
  - b. take reasonable steps to confirm the identity of a debtor before taking any action to recover the relevant debt where the Experian Data/Services provide a home address for that debtor;
  - c. not identify Experian to any debtor or other third party as the source of any data relating to a debtor (save as is required by law).
17. Any request from the Client with regard to the full electoral roll shall be made in accordance with The Representation of the People Act 2000 and any regulations made thereunder (including without limitation, The Representation of the People Regulations 2002) as amended from time to time ("ROPA Laws");
18. Where the Client appoints Experian to provide and/or process the full electoral register for the Client Experian shall do so for the purposes of providing the Services to the Client subject to the Client's entitlement to request such a Service being permitted in all respects under ROPA Laws;
19. The Client warrants that any such request for Experian to process the full electoral roll, whether or not Experian provides or only processes the full electoral roll information that the Client supplies, shall be fully in accordance with the rights and restrictions applicable to the Client under ROPA laws;
20. Should the Client's entitlement under ROPA Laws to make such a request for Experian to process the full electoral roll, whether or not Experian provides or only processes the full electoral roll information that the Client supplies to Experian, change at any time during Experian's execution of the Client's request. The Client undertakes to inform Experian promptly of such change in entitlement and acknowledges that upon such notice Experian may (at Experian's sole discretion) not begin or cease processing and/or not supply the full electoral roll information to the Client; and
21. Where the Client provides a copy of the Client's full electoral roll information to Experian to process on the Client's behalf, Experian shall hold and process such information as data processor on the Client's behalf for the purposes of providing the Services to the Client.

#### TERMS RELATING TO DEBT PRIORITISATION SERVICE

1. Without prejudice to the Terms and Conditions the Client agrees that it will use any information provided as part of the Services solely

for the purposes of assisting in the collection of a tax, duty or imposition of a similar nature from an individual who has not paid amounts due in accordance with a legal obligation.

2. The Client undertakes that it shall:
  - a) use any tracing information supplied to the Client by Experian solely to locate the home address only of individuals who are in debt to the Client ("Debtors") and (save as is required by law) will not divulge or disclose all or any part of such tracing information to any third party;
  - b) take reasonable steps to confirm the identity of a Debtor before taking any action to recover the relevant debt where the Services provide a home address for that Debtor;
  - c) not identify Experian to any Debtor or other third party as the source of any data relating to a Debtor (save as is required by law)

#### **TERMS RELATING TO FORCEVIEW & CABINETVIEW SERVICES**

1. The Client shall ensure it has notified each data subject prior to requesting a search in accordance with the requirements of Data Protection Legislation.
2. The Forceview and Cabinetview Services shall be used solely for the purpose of employee vetting where the relevant individual is engaged in activities deemed by the Client as posing a level of risk such that this level of checking is appropriate.

#### **TERMS RELATING TO NHS PATIENT ELIGIBILITY SERVICES**

1. The Client may use the Services solely for the purpose of verification of patients' residency status in order to determine entitlement to receive free NHS treatment and care. The Services may only be used in respect of patients seeking treatment from the Client and shall not be used by, or on behalf of, any third party.
2. The Client undertakes that on each occasion that the Client wishes to use the Services it shall ensure that it has notified the relevant individual in accordance with Data Protection Legislation. Provided that the patient is notified before or during treatment that an eligibility check will be carried out (in accordance with the Client's obligations under Data Protection Legislation) the check may be performed after treatment has been completed.
3. In the event that the Client receives any allegation or complaint from any regulator, organisation or person about the Services or any data provided by Experian, it shall promptly notify Experian (including the Experian appointed relationship manager by email) about the allegation or complaint and shall co-operate as reasonably required to resolve such allegation or complaint.
4. In providing the Services, Experian agrees to comply with the Level 2 requirements of the NHS Information Governance Toolkit Commercial Third Party Version 10 (2012-2013).

#### **TERMS RELATING TO DEBT AND PAYMENT DATA SHARING IN CONNECTION WITH PATIENT ELIGIBILITY ASSESSMENT**

If the Client agrees to submit Debt and Payment Data to Experian, the following terms shall apply:

1. Definitions
  - “Agreed Frequency” means the frequency with which the Client shall contribute Debt and Payment Data as set out in the Specification.
  - “Agreed Format” means the format in which the Debt and Payment Data is to be submitted, as set out in the Specification.
  - “Agreed Purpose” means sharing of the Debt and Payment Data with other Contributors, for use by such entities in accordance with the Permitted Purpose.
  - “Database” means the database administered by Experian comprising data contributed by the Client and other Contributors relating to patients whom have been considered ineligible for free treatment at a particular treatment point.
  - “Contributor” means any person or organisation who contributes data to the Database relating to patients whom it has considered ineligible for free treatment at a particular treatment point, who have either (i) paid for treatment in accordance with the Contributor’s payment terms; or (ii) defaulted on an agreement to pay the Contributor for treatment.
  - “Debt and Payment Data” means data relating to patients whom the Client has considered ineligible for free treatment at a particular treatment point, who have either (i) paid for treatment in accordance with the Client’s payment terms; or (ii) defaulted on an agreement to pay the Client for treatment. Debt and Payment Data shall be deemed to be Client Data for the purpose of this Agreement.
  - “Permitted Purpose” means for use in conjunction with any service where patient eligibility is assessed in order to determine entitlement to receive free NHS treatment and care.
2. The parties agree that Experian will act as a data processor in respect of the Debt and Payment Data. Without prejudice to the Terms and Conditions, Experian shall process the Debt and Payment Data solely for the Agreed Purpose.
3. The Client shall submit Debt and Payment Data to Experian in the Agreed Format and at the Agreed Frequency.
4. The Client shall ensure that all Debt and Payment Data made available to Experian satisfies the requirements of Data Protection Legislation. In addition, the Client warrants that it has the authority to make the Debt and Payment Data available to Experian and to enable Experian to use the Debt and Payment Data for the Agreed Purpose, and that such contribution and use of the Debt and Payment Data will not infringe any third party intellectual property rights.
5. The Client shall use all reasonable endeavours to ensure that the Debt and Payment Data is accurate, up to date and complete.
6. The Client grants Experian a non-exclusive licence to store, copy, process, combine with third party data and use the Debt and Payment Data for the Agreed Purpose. On termination of this Agreement, or if at any time the Client instructs Experian to cease processing the Debt and Payment Data, Experian shall cease processing the Debt and Payment Data and shall delete all copies of the Debt and Payment Data from the Database.
7. The Client shall be entitled to receive data from the Database as part of the Services only for so long as it continues to submit Debt and Payment Data in accordance with the terms above. If at any time the Client ceases to submit Debt and Payment Data to Experian in accordance with these terms, Experian shall be entitled to terminate the supply of data from the Database to the Client.

#### TERMS RELATING TO THE DISCLOSURE OF EXPERIAN CONFIDENTIAL INFORMATION UNDER THE FREEDOM OF INFORMATION ACT

The Client is a public authority under The Freedom of Information Act 2000 or the Freedom of Information (Scotland) Act 2002 as appropriate (“FOIA”). The Client agrees and undertakes to Experian that (notwithstanding any contrary provision of this Agreement):

- upon receiving any request about or relating to Experian under the FOIA (including a request relating to this Agreement) or otherwise, it shall give full details of such request to Experian as soon as reasonably practicable;
- it shall consult with Experian in relation to the response to such request;
- in considering such a request it shall follow the guidance set out in this table;

it shall consider in good faith any comments or suggestions by Experian as to what information should be provided as part of such response.

#### Part A: information that may be disclosed without consulting Experian (although Experian should still be notified of disclosure)

- Contract and pre-contract information
  - The existence of this Agreement
  - The Terms & Conditions of the Agreement, unless stated to be not on Experian standard terms. (This Schedule and any attachments cannot be disclosed – see reasons below.)
  - The total duration of this Agreement
- Pricing
  - The total value of this Agreement
- The Services and data provided as part of the Services
  - General information that Experian publicly provides to clients/prospective clients on its website and by other means.

<b>Part B: information that may not be disclosed without consulting Experian</b>		
<b>Information &amp; whether Client can its confirm/deny existence</b>	<b>FOIA exemption(s)</b>	<b>Explanation</b>
This Schedule, and any attachments to the Schedule. (The Client can confirm the existence of the Schedule.)	Disclosure would prejudice commercial interests	The Schedule contains various information that is commercially sensitive. The information in question is detailed in the remainder of this table.
Details of the pricing other than the total contract value, such as: how the price is calculated, the individual fees, any discounts given. (The Client can confirm the existence of this information.)	Disclosure would prejudice commercial interests.  The information constitutes a trade secret.  Disclosure would be in breach of confidence.	The pricing for this Agreement has been specifically negotiated with the Client, based on the nature of the Services. The pricing was negotiated on a confidential basis. Experian cannot offer the same pricing to all its Clients. Disclosure would damage Experian's ability to sell similar services as a commercially viable rate and cause Experian to lose its competitive edge.
Information about the Services and data provided as part of the Services that Experian provides to the Client, and which is not made publicly available. (The Client can confirm the existence of this information.)	The information constitutes a trade secret.  Disclosure would be in breach of confidence.  Disclosure would prejudice commercial interests.	This information is the result of high-value investment by Experian into developing its services and constitutes Experian Intellectual Property. If this information became public, it would severely damage Experian. It would allow competitors to reproduce Experian services, causing Experian to financial damage and loss of market position. The information was disclosed to the Client in confidence to allow it to connect to and make the most of the Services.
Information about the Experian business, including staff and structural changes, unless and until Experian makes such information publicly available. (The Client can confirm the existence of this information.)	Disclosure would be in breach of confidence.  Disclosure would prejudice commercial interests.	This information was disclosed to the Client as a result of the relationship of trust that has arisen. Experian is careful about how such information is disclosed. If this information were to be disclosed in response to a FOIA request, this would be likely to cause damage to investor and supplier confidence in Experian, and could affect relations between Experian and its employees.