

Terms and Conditions for Experian's Self-Serve Background Checking Service

Version 4.2



IMPORTANT NOTICE:

- **Part A of these Terms and Conditions only apply to you if you are using this website as an applicant.**
- **Part B of these Terms and Conditions only apply to you if you are using this website as an employer, or potential employer.**

Part A – Terms and Conditions for Applicants

Part A of these Terms and Conditions apply to you if you are using this website as an applicant. If you are using this website as an employer (or potential employer), please refer to Part B of these Terms and Conditions.

1. Definitions

References to "**we**", "**us**" and "**our**" in these Terms and Conditions are to Experian Limited. References to "**you**" or "**your**" in these Terms and Conditions are to you as a user of the Websites and Services.

"**FCA**" means the financial services regulatory body known as The Financial Conduct Authority of 25 The North Colonnade, Canary Wharf, London, E14 5HS. The FCA can be contacted at www.fca.org.uk.

"**FSMA**" means the Financial Services and Markets Act 2000, as amended from time to time, including any conduct of business rules developed by the FCA pursuant such legislation.

"**Our Material**" means content, data and materials (including but not limited to information, reports, reviews, comment and opinion) delivered to you as part of the Services (whether on a computer screen, in email or paper format) or contained in the Websites, including the website design, text and graphics, and their selection and arrangement, and all software compilations, underlying source code and software and applets.

"**Report**" means the report we provide to you containing the results of any background check you purchase on the Website;

"**Services**" means the services that we make available to you on the Website from time to time and "Service" shall be interpreted accordingly.

"**Terms and Conditions**" means the terms and conditions set out here.

"**Third Party Content**" means content and material (including but not limited to information, reviews, comment and opinion) belonging to a third party provider of products and/or services.

"**Third Party Website**" means the website of a third party which is linked to or from the Website or on frames within the Website.

"**Website**" means www.experian.co.uk/background-checking/index.html, and any replacement website(s) we may use from time to time.

"**Your Data**" means information and data you have provided to us on or in connection with the Website and/or Services, which may from time to time include Personal Data as defined by the Data Protection Act 1998 (as amended).

2. About us

2.1 We are Experian Limited, a company registered in England and Wales at Companies House with company number 00653331. Our registered office is at The Sir John Peace Building, Experian Way, NG2 Business Park, Nottingham NG80 1ZZ, United Kingdom. Our VAT registration number is GB 887 1335 93. We are authorised and regulated by the Financial Conduct Authority.

2.2 We are members of the Experian group of companies - for further information see www.experiangroup.com.

2.3 Our contact details for enquiries about us and the Service are as set out on the Website.

3. Important information about these Terms and Conditions

3.1 These Terms and Conditions relate to your use of the Website and the Services we make available on the Website.

3.2 We intend to rely on these Terms and Conditions and it is our intention that you will be legally bound by them when you use our Website and Services. For your own benefit and protection you should read these Terms and Conditions carefully before using them. **IN PARTICULAR YOUR ATTENTION IS DRAWN TO THE SECTIONS ON “OUR LIABILITY TO YOU” AND OUR “WARRANTIES AND DISCLAIMERS”**. If you do not understand any point please contact us by phone on 0115 901 6004 (option 2) or by email at clientsupport@mail.backgroundchecking.com.

3.3 We advise you to print these Terms and Conditions and keep a copy for your future reference.

3.4 You may have other consumer rights granted by law and these Terms and Conditions do not affect such rights.

4. Our Services

4.1 Our Services are as described on the Website.

4.2 Please remember that these Terms and Conditions apply to any Services you request on or are provided to you from the Website.

4.3 A binding legal contract is formed between us and you on the earlier to occur of:

4.3.1 when we receive your payment; and

4.3.2 when we make the Service available.

4.4 If you make a mistake when requesting a Service please contact us as soon as possible so we can try to correct the error.

5. Registration and log-in details

5.1 To be able to use some of the Services you will need to register on the Website and log-in using your unique log-in details supplied as part of the registration process (e.g. username, password). You are responsible for keeping your log-in details confidential and they should not be shared.

5.2 You should contact us as soon as possible if you believe that anyone has obtained your log-in details without your permission or if you become aware of any other breach of security on the Website. We will not be responsible to you if there is unauthorised access to your log-in details or unauthorised activity on the Website as a result of your log-in details becoming known by someone else, unless this is due to our negligence.

5.3 You must be aged 18 or over and currently resident in the United Kingdom in order to use the Services.

6. Pricing and payment

6.1 The prices for the Services are set out on the Website.

6.2 The prices for Services indicated on our Website include all taxes, including VAT, which may be payable in respect of the Services. All payments taken will be in pounds Sterling.

6.3 Payments for Services must be made in advance by credit or debit card using the payment facilities on the Website.

6.4 The credit or debit cards we accept for payment are shown on the Website.

6.5 It is your responsibility to ensure that all payment details you provide are correct and complete. We

are not responsible for supplying Services if the details you submit are incorrect or incomplete.

- 6.6 No payment will be deemed to have been made until we have cleared funds and we may choose not provide Services until we receive payment in full. If we are unable to accept your request for Services for any reason then we will, at our option, either not debit your payment card or refund any moneypaid by you in respect of that request.
- 6.7 We are not responsible for any overdraft or “over the limit” charges or bank fees if your payment card account or facility contains insufficient credit or funds when we take payment for the Services.

7. Application Submission and Delivery of Reports

- 7.1 You have a period of 28 days to submit your completed application form (starting the day after you pay for the Service). If you have not submitted your application form within 28 days, your application will be cancelled and no refund will be provided.
- 7.2 When you submit your application form, you will be asked to supply documents required for your criminal records check. If you do not supply these documents at the time you submit your application form, you have up to 21 days to supply these documents to us. If you have not supplied the documents within 21 days, your application will be cancelled and you will not receive a refund.
- 7.3 We will begin to perform the Services on receipt of your completed application form. You should be aware that this means you will lose your right to cancel the Services on submission of your application form. See the [Notice of Cancellation Rights](#) at the end of Part A of these Terms and Conditions for further information.
- 7.4 Following receipt of your completed application form, we will aim to provide the Report to you within 15 working days. Please note however, that we are reliant on third parties providing data to us in order to provide the Report, so we are not able to guarantee delivery within 15 working days. Your Report may also be delayed if you provide incomplete or inaccurate information in your application form.
- 7.5 The Report will be sent to you via email. You may show a copy of any Report we provide to you to a potential employer for information purposes only, but you should be aware that we will not have any liability to anyone who relies on a Report other than you. If you show a copy of a Report to a potential employer, you must share the whole Report and not any extracts of it.

8. Use of the Websites and Our Material

- 8.1 You are permitted to access and make personal non-commercial use of the Website, Our Material and Third Party Content we make available on the Website for lawful purposes only and in a manner that does not infringe our intellectual property rights or those of third parties. Any access or use other than that which is personal non-commercial must be expressly agreed by us in writing and in advance. We do not give you permission to do anything with the Website except to browse the contents and use any Services we make available to you.
- 8.2 You must take care not to do anything that could harm the Website or the computer systems which host the Website. You must not do anything that restricts or inhibits the use and enjoyment of the Website by other users.
- 8.3 You are responsible for ensuring that Your Data submitted to the Website is true and accurate and free from viruses and other harmful code.
- 8.4 The Website contains content which is made available by us (being Our Material) and by third parties (being Third Party Content). All information delivered to you in the course of the Services and all intellectual property rights, including copyright, in Our Material belong to us or our licensors. All intellectual property rights in Third Party Content belong to the relevant third party or their licensors.
- 8.5 None of Our Material or the Third Party Content contained in the Website may be reproduced or redistributed without our prior written permission, except that you may download or print a single copy for your own personal non-commercial use.

- 8.6 Product names, trade marks or service names or marks or company names mentioned on the Website and in connection with the Services are the trademarks, service marks, or business names of their respective owners. The word "EXPERIAN" and certain other words and graphical devices in respect of particular Services are trade marks of Experian Limited and/or its associated companies and may be registered in the EU, USA and other countries.

9. Privacy of Your Data

- 9.1 We take your privacy very seriously and we comply with the relevant provisions of data protection legislation. We will use any information given to us by you or collected by us during your use of the Website and Services only in accordance with our applicable [Privacy Policy](#).
- 9.2 Please be aware that we may record telephone calls you make to our call centres for training, audit and quality purposes.
- 9.3 Where your employer has requested that we provide a Report on you, you consent to us sending the Report to your employer.

10. Warranties and Disclaimers

- 10.1 We will endeavour to provide the Website and the Services with reasonable care and skill and to ensure that the Services are substantially as described on the Website and in these Terms and Conditions.
- 10.2 While we try to ensure that the Website is functioning correctly, this may not always be achievable. We do not guarantee that the Website or Services will be available all the time or at any specific time. They may be temporarily suspended if our computer systems used to provide the Website or Services are under repair or maintenance or are otherwise unavailable.
- 10.3 We do not guarantee that the Website will be compatible with all or any hardware and software which you may use. For example, the Website may not display or operate correctly if you access it using a mobile phone or similar device.
- 10.4 We take steps to ensure that the Website and Our Material are free from computer viruses and other harmful computer programs. However, we cannot guarantee this due to the nature of the Internet. You are advised to use appropriate firewall and anti-virus software to protect your computer and data.
- 10.5 We use reasonable skill and care in the sourcing and supply of the information which is made available to you on or in connection with the Website or Services. However, in the case of information we obtain from third party sources (including the details supplied by you), we cannot guarantee that any of that information is correct, accurate, complete, error free or up-to-date.
- 10.6 Nothing provided by us on or in connection with the Website or Services is, or shall be deemed to constitute financial or legal advice. The information we provide is not intended to be relied on by you in making (or refraining from making) any specific decision or to replace independent professional advice. Any and all information provided by us on or in connection the Website is for general information purposes only.
- 10.7 Except for the commitments we expressly make in these Terms and Conditions and any additional commitments arising out of your consumer rights granted by law, we do not make any other commitments or warranties about the Website or the Services.
- 10.8 Due to the nature of the Reports, the value, accuracy, and/or relevance of the information will diminish over time. For this reason, we cannot guarantee that the Report will continue to be accurate or up-to-date after we have provided it to you. In addition, as we will not have any liability to anyone other than you who relies on a Report, you should expect that potential employers may wish to carry out their own background checks on you prior to offering you employment.

11. Our liability to you

- 11.1 For further information about your legal rights and how they may be affected by these Terms and Conditions including this section on our liability to you, we advise you to contact your local Citizens

Advice Bureau.

- 11.2 Nothing in these Terms and Conditions excludes or limits our liability in respect of (a) death or personal injury caused by our negligence, (b) our fraud, (c) any other matter which it would be illegal for us to exclude or limit or to attempt to exclude or limit our liability, or (d) our duties or liability under the FSMA.
- 11.3 We are not responsible to you for any loss or damage suffered by you which was not a reasonably foreseeable or obvious consequence of us breaching these Terms and Conditions - for example, if you and we could not have anticipated those losses before or when you accessed the Website or used the Services or it was not obvious that those losses would result.
- 11.4 We are not responsible to you for losses which you suffer due to any events beyond our reasonable control.
- 11.5 We are not responsible to you for losses which you suffer which are not directly caused by our actions (or our failure to act).
- 11.6 Unless we have been negligent then we are not responsible to you for any damage caused to any hardware or software used to access, use or download the Services.
- 11.7 Except as otherwise stated in these Terms and Conditions, our aggregate liability to you arising out of or in connection with your use of the Website and the Service shall not exceed the fee paid for the Service.
- 11.8 Our liability to you shall not include the following business losses that you may incur: lost business data, lost profits, lost earnings, business interruption or reduction in the value of an asset. We shall not be liable to you for any business losses if the Service is provided for your own personal use as a consumer.
- 11.9 If any problems arise with your use of the Website or Services please contact us as soon as possible.

12. Ending the Services

- 12.1 The Services are provided on a pay-as-you-go basis and you are under no obligation to make any purchase from us.
- 12.2 If you wish to exercise your right to cancel the Services after you have placed an order, please refer to the [Notice of Cancellation Rights](#) at the end of Part A of these Terms and Conditions for information on how to cancel (including a Model Cancellation Form) and refunds. You do not have to use the Model Cancellation Form but your cancellation notice must include the information set out in it in order for us to be able to identify you on our system and to validate, as far as we are reasonably able to, that you have sent the cancellation notice.
- 12.3 Please note, as you have agreed that we will begin to provide the Services immediately following submission of your application form, you will not have a right to cancel the Services after you submit the application form. Please refer to the [Notice of Cancellation Rights](#) for full details.
- 12.4 We may terminate or suspend your access to log-in areas of the Website and/or your use of any of the Services without notifying you if, in our view, there has been a serious failure by you to comply with your responsibilities in these Terms and Conditions (for example non-payment or misuse of the Website or Our Materials or for fraud). If we do so, we may delete our records of your registration details and Your Data without liability to you.

13. Third Party Websites and Content

- 13.1 The Website may contain links to other websites and Third Party Content in respect of products and services, either directly or indirectly through frames. Where possible, we will make it clear where such links are being made. We are not responsible for Third Party Content or the availability of Third Party Websites.
- 13.2 Third Party Content and third party products and services available on the Website or linked to from the Websites are subject to the separate terms and conditions and privacy policies of the

relevant third party (in the case of privacy policies where the third party is collecting information from you, otherwise, where we collect information from you then our relevant privacy policies will apply). You should check them on the relevant Third Party Website and ensure that you are comfortable with them (and take legal advice if necessary) before making any application for the third party's products or services. We are not responsible for any arrangements or agreements made between you and the relevant third party and they are entered into at your sole risk and expense.

- 13.3 Information about third party products and/or services made available to you on or in connection with the Website or on a Third Party Website is not intended to be an exhaustive list of all the products and/or services that could be available to you.

14. Complaints

- 14.1 In the unlikely event that you have cause to complain about any of our Services, our contact details and complaints handling procedure can be found on the [Website](#) or you can email us at clientsupport@mail.backgroundchecking.com. We want to hear from you because telling us gives us the chance to put matters right for you, and see how we can improve what we do for others. Whatever way you complain to us, we will take notice. From 15 February 2016, you also have the option to register your complaint using the European Commission [Online Dispute Resolution](#) (ODR) platform. This is a web-based platform that is designed to help consumers who have bought goods or services online to deal with issues arising from their purchase.
- 14.2 If we cannot resolve things under our complaints handling procedure, then you may have the right to refer your complaint, free of charge, to the Financial Ombudsman Service. If you are in any doubt about whether you can refer your complaint to the Ombudsman, please contact the Ombudsman. The contact details for the Financial Ombudsman Service are:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Telephone: 0300 123 9 123, or from outside the UK +44 20 7964 1000

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

15. Changes to these Terms and Conditions

- 15.1 Sometimes, because of changes to the Website or Services, changes in the law or our arrangements with third parties, we may have to make changes to these Terms and Conditions. You can tell when changes have been made by checking the version and date on which they were last modified indicated at the start of these Terms and Conditions.
- 15.2 We will not notify you individually of any changes in these Terms and Conditions. It is therefore important that you check these Terms and Conditions regularly and in particular on each occasion when you request Services.

16. Other important information

- 16.1 These Terms and Conditions are a contract between you and us and form the entire agreement between us. No-one except us and you has any right to enforce these Terms and Conditions by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 16.2 You may not transfer any or all of the rights granted to you under these Terms and Conditions to any other person.
- 16.3 We may in our discretion discontinue or modify the Website or Services at any time. We will try to

ensure that any such discontinuation or modification does not materially adversely affect the nature of the Services provided to you.

- 16.4 You must not create hypertext links to the Website without our prior written permission.
- 16.5 All communications between us will be conducted in the English language.
- 16.6 Any notices we send to you will be sent to the most recent e-mail address or postal address provided to us by you.
- 16.7 English law applies to these Terms and Conditions. If any disputes arise between you and us in relation to these Terms and Conditions and you want to take court proceedings, you must do so in the English courts unless you reside in Scotland, Wales or Northern Ireland, in which case you may do so in the courts of the country in which you reside.



NOTICE OF CANCELLATION RIGHTS

Your Statutory Right to Cancel

Subject to the section headed “When the Right to Cancel Ends” below, you have a statutory right to cancel this contract within 14 days without giving any reason.

Your Additional Right to Cancel

Subject to the section headed “When the Right to Cancel Ends” below, in addition to your statutory right, you may cancel this contract within 28 days without giving any reason. The cancellation period will expire 28 days from the day after you make payment for the Service.

When the Right to Cancel Ends

As you have agreed that we will begin to provide the Services immediately following submission of your application form, you will not have a right to cancel the Services after you submit the application form. Your application form is submitted when you click submit at the bottom of the form.

How to Cancel

To exercise your right to cancel, you must inform us (our contact details are set out below) of your decision to cancel this contract by a clear statement. You may use the attached model cancellation form, but it is not obligatory.

Telephone: 0115 901 6004 option 2*

Email: clientsupport@mail.backgroundchecking.com

Address: Experian Background Checking
PO BOX 9380
Lambert House
Talbot Street
Nottingham
NG80 1LH

If you have your reference number, please include this when you contact us so we can respond in the fastest possible time.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Refunds

If you exercise your right to cancel and have already paid for your checks prior to completing the application, then we will provide you with a full refund. Cancellations will be acknowledged promptly and refunds paid within 14 days. We will pay refunds to the bank/credit account used to pay for the check.

**Lines are open Monday - Friday 9am – 5pm. Calls may be recorded for training and monitoring purposes.*



MODEL CANCELLATION FORM

To:
Experian Limited
PO BOX 9380
Lambert House
Talbot Street
Nottingham
NG80 1LH

clientsupport@mail.backgroundchecking.com

I hereby give notice that I cancel my contract of sale for the supply of the following service:
background checking report

Name of consumer:

Address of consumer:

Reference number:

Signature of consumer (only if this form is notified in paper)

Date

Part B – Terms and Conditions for Employers

Part B of these Terms and Conditions only apply to you if you are using this website as an employer (or potential employer). If you are using this website as an applicant, please refer to Part A of these Terms and Conditions.

1. Definitions

References to "**we**", "**us**" and "**our**" in these Terms and Conditions are to Experian Limited. References to "**you**" or "**your**" in these Terms and Conditions are to the person, firm or company using the Website and Services.

"**Applicable Laws**" means all legislation, regulations and other rules having equivalent force which are applicable to the use of the Website and the Services, including, without limitation, the Data Protection Act 1998;

"**Disclosure Information**" means any information issued by Disclosure Scotland when a criminal records check is performed;

"**Disclosure Scotland Code of Practice**" means the code of practice relating to Disclosure Information published by the Scottish Ministers from time to time under Section 122 of Part V of the Police Act 1997;

"**Confidential Information**" the Report and any and all information relating to the trade secrets, operations, processes, plans, intentions, product information, prices, know-how, designs, customer lists, market opportunities, transactions, affairs and/or business of the parties and/or to their customers, suppliers, clients or group companies in or on any medium or format;

"**FCA**" means the financial services regulatory body known as The Financial Conduct Authority of 25 The North Colonnade, Canary Wharf, London, E14 5HS. The FCA can be contacted at www.fca.org.uk;

"**FSMA**" means the Financial Services and Markets Act 2000, as amended from time to time, including any conduct of business rules developed by the FCA pursuant such legislation;

"**Our Material**" means content, data and materials (including but not limited to information, reports, reviews, comment and opinion) delivered to you as part of the Services (whether on a computer screen, in email or paper format) or contained in the Websites, including the website design, text and graphics, and their selection and arrangement, and all software compilations, underlying source code and software and applets;

"**Report**" means the report we provide containing the results of any background check you request on the Website;

"**Services**" means the services that we make available to you on the Website from time to time and "Service" shall be interpreted accordingly;

"**Terms and Conditions**" means the terms and conditions set out here;

"**Third Party Content**" means content and material (including but not limited to information, reviews, comment and opinion) belonging to a third party provider of products and/or services;

"**Third Party Website**" means the website of a third party which is linked to or from the Website or on frames within the Website;

"**Website**" means www.experian.co.uk/background-checking/index.html, and any replacement website(s) we may use from time to time;

"**Your Data**" means information and data you have provided to us on or in connection with the Website and/or Services, which may from time to time include Personal Data as defined by the Data Protection Act 1998 (as amended).

2. About us

- 2.1 We are Experian Limited, a company registered in England and Wales at Companies House with company number 00653331. Our registered office is at The Sir John Peace Building, Experian Way, NG2 Business Park, Nottingham NG80 1ZZ, United Kingdom. Our VAT registration number is GB 887 1335 93. We are authorised and regulated by the Financial Conduct Authority.
- 2.2 We are members of the Experian group of companies - for further information see www.experiangroup.com.
- 2.3 Our contact details for enquiries about us and the Service are as set out on the Website.

3. Important information about these Terms and Conditions

- 3.1 These Terms and Conditions relate to your use of the Website and the Services we make available on the Website.
- 3.2 We intend to rely on these Terms and Conditions and it is our intention that you will be legally bound by them when you use our Website. For your own benefit and protection you should read these Terms and Conditions carefully before using them. If you do not understand any point please contact us 0115 901 6004 (option 2) or by email at clientsupport@mail.backgroundchecking.com.
- 3.3 We advise you to print these Terms and Conditions and keep a copy for your future reference.

4. Our Services

- 4.1 We will provide the Service to you as described on the Website.
- 4.2 When you request a Service a binding legal contract is formed between us and you on the earlier to occur of:
 - 4.2.1 when we receive your payment; and
 - 4.2.2 when we make the Service available.
- 4.3 We will endeavour to provide the Services with reasonable care and skill and to ensure that the Services are substantially as described on the Website and in these Terms and Conditions.

5. Registration and log-in details

- 5.1 To be able to use some parts of the Website you will need to register on the Website and log-in using your unique log-in details supplied as part of the registration process (e.g. username, password). You are responsible for keeping your log-in details confidential and they should not be shared.
- 5.2 You should contact us as soon as possible if you believe that anyone has obtained your log-in details without your permission or if you become aware of any other breach of security on the Website. We will not be responsible to you if there is unauthorised access to your log-in details or unauthorised activity on the Website as a result of your log-in details becoming known by someone else, unless this is due to our negligence.
- 5.3 We may terminate or suspend your access to log-in areas of the Website without notifying you if, in our view, there has been a serious failure by you to comply with your responsibilities in these Terms and Conditions. If we do so, we may delete our records of your registration details and Your Data without liability to you.

6. Use of the Websites and Our Material

- 6.1 You are permitted to access the Website, Our Material and Third Party Content we make available on the Website for lawful purposes only and in a manner that does not infringe our intellectual property rights or those of third parties. We do not give you permission to do anything with the Website except to browse the contents and use any Services we make available to you.

- 6.2 You must take care not to do anything that could harm the Website or the computer systems which host the Website. You must not do anything that restricts or inhibits the use and enjoyment of the Website by other users.
- 6.3 You are responsible for ensuring that Your Data submitted to the Website is true and accurate and free from viruses and other harmful code.
- 6.4 The Website contains content which is made available by us (being Our Material) and by third parties (being Third Party Content). All information delivered to you in the course of the Services and all intellectual property rights, including copyright, in Our Material belong to us or our licensors. All intellectual property rights in Third Party Content belong to the relevant third party or their licensors.
- 6.5 None of Our Material or the Third Party Content contained in the Website may be reproduced or redistributed without our prior written permission, except that you may download or print a single copy for your own use.
- 6.6 Product names, trade marks or service names or marks or company names mentioned on the Website and in connection with the Services are the trademarks, service marks, or business names of their respective owners. The word "EXPERIAN" and certain other words and graphical devices in respect of particular Services are trade marks of Experian Limited and/or its associated companies and may be registered in the EU, USA and other countries.

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- 7.1 The prices for the Services are set out on the Website.
- 7.2 The prices for Services indicated on our Website include all taxes, including VAT, which may be payable in respect of the Services. All payments taken will be in pounds Sterling.
- 7.3 Payments for Services must be made in advance by credit or debit card using the payment facilities on the Website.
- 7.4 The credit or debit cards we accept for payment are shown on the Website.
- 7.5 It is your responsibility to ensure that all payment details you provide are correct and complete. We are not responsible for supplying Services if the details you submit are incorrect or incomplete.
- 7.6 No payment will be deemed to have been made until we have cleared funds and we may choose not provide Services until we receive payment in full. If we are unable to accept your request for Services for any reason then we will, at our option, either not debit your payment card or refund any money paid by you in respect of that request.
- 7.7 We are not responsible for any overdraft or "over the limit" charges or bank fees if your payment card account or facility contains insufficient credit or funds when we take payment for the Services.

8. Application Submission and Delivery of Reports

- 8.1 After you have paid for the Service, an application form will be sent to the applicant to complete. The applicant will have a period of 28 days to submit the completed application form (starting the day after you pay for the Service). If the applicant has not submitted your application form within 28 days, the application will be cancelled and no refund will be provided. When the applicant submits their application form, they will be asked to supply documents required for the criminal records check. If the applicant fails to supply these documents to us within 21 days of submission of their application, the application will be cancelled and you will not receive a refund.
- 8.2 Following receipt of the completed application form, we will aim to provide the Report to you within 15 working days. Please note however, that we are reliant on third parties providing data to us in order to provide the Report, so we are not able to guarantee delivery within 15 working days. Delivery of the Report may also be delayed if the applicant provides incomplete or inaccurate information in the application form.

8.3 You should be aware that the Report we provide to you does not include a criminal record check certificate, which will be sent directly to the applicant by post.

9. Compliance and Data Protection

9.1 We will use any information given to us by you or collected by us during your use of the Website and Services only in accordance with our applicable [Privacy Policy](#).

9.2 Please be aware that we may record telephone calls you make to our call centres for training, audit and quality purposes.

9.3 You shall ensure that each applicant has given consent in advance to any check which is to be undertaken using the Services. We will not be obliged to provide the Services in respect of any applicant who has not given consent.

9.4 You shall comply with all Applicable Laws in connection with your use of the Website, any Services you request and your use any Reports provided to you. You shall make all applications and store, handle, retain and dispose of all Disclosure Information in accordance with Applicable Laws and the Disclosure Scotland Code of Practice and comply with all other relevant Disclosure Scotland policy requirements and regulations as amended from time to time.

9.5 You shall use the Website and any Reports provided to you for your internal business purposes only and undertake not to sell, transfer, sub-license, distribute, commercially exploit or otherwise make available to, or use for the benefit of, any third party, the Website or any Report provided to you. You shall not copy, adapt, alter, modify, reverse engineer, de-compile or otherwise interfere with the Website or any Report.

9.6 You acknowledge that we may obtain Disclosure Information which we are prevented by law from disclosing to you.

9.7 You shall report to us:

9.7.1 any failure by you, or any third party, to comply with the Disclosure Scotland Code of Practice;and/ or

9.7.2 any reasonable suspicion that any offence has been committed by you or any third party under section 124 of the Police Act 1997.

9.8 You shall permit us (on reasonable notice and during normal working hours) to audit your compliance with these Terms and Conditions.

9.9 In order to protect the integrity of the data used in connection with the Services and in the Reports, you shall comply with our reasonable instructions and guidelines relating to data security.

10. Third Party Websites and Content

10.1 The Website may contain links to other websites and Third Party Content in respect of products and services, either directly or indirectly through frames. Where possible, we will make it clear where such links are being made. We are not responsible for Third Party Content or the availability of Third Party Websites.

10.2 Third Party Content and third party products and services available on the Website or linked to from the Websites are subject to the separate terms and conditions and privacy policies of the relevant third party (in the case of privacy policies where the third party is collecting information from you, otherwise, where we collect information from you then our relevant privacy policies will apply). You should check them on the relevant Third Party Website and ensure that you are comfortable with them (and take legal advice if necessary) before making any application for the third party's products or services. We are not responsible for any arrangements or agreements made between you and the relevant third party and they are entered into at your sole risk and expense.

10.3 Information about third party products and/or services made available to you on or in connection with the Website or on a Third Party Website is not intended to be an exhaustive list of all the products and/or services that could be available to you.

11. Complaints

- 11.1 In the unlikely event that you have cause to complain about our Website or any of our Services, our contact details and complaints handling procedure can be found on the [Website](#). We want to hear from you because telling us gives us the chance to put matters right for you, and see how we can improve what we do for others. Whatever way you complain to us, we will take notice.
- 11.2 If we cannot resolve things under our complaints handling procedure, then you may have the right to refer your complaint, free of charge, to the Financial Ombudsman Service. If you are in any doubt about whether you can refer your complaint to the Ombudsman, please contact the Ombudsman. The contact details for the Financial Ombudsman Service are:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Telephone: 0300 123 9 123, or from outside the UK +44 20 7964 1000

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

12. Changes to these Terms and Conditions

- 12.1 Sometimes, because of changes to the Website or Services, changes in the law or our arrangements with third parties, we may have to make changes to these Terms and Conditions. You can tell when changes have been made by checking the version and date on which they were last modified indicated at the start of these Terms and Conditions.
- 12.2 We will not notify you individually of any changes in these Terms and Conditions. It is therefore important that you check these Terms and Conditions regularly and in particular on each occasion when you request Services.

13. Warranties and Disclaimers

- 13.1 While we try to ensure that the Website is functioning correctly, this may not always be achievable. We do not guarantee that the Website will be available all the time or at any specific time. The Website may be temporarily suspended if our computer systems used to provide the Website are under repair or maintenance or are otherwise unavailable.
- 13.2 We do not guarantee that the Website will be compatible with all or any hardware and software which you may use. For example, the Website may not display or operate correctly if you access it using a mobile phone or similar device.
- 13.3 We take steps to ensure that the Website and Our Material are free from computer viruses and other harmful computer programs. However, we cannot guarantee this due to the nature of the Internet. You are advised to use appropriate firewall and anti-virus software to protect your computer and data.
- 13.4 We use reasonable skill and care in the sourcing and supply of the information which is made available to you in connection with the Services. However, in the case of information we obtain from third party sources (including the details supplied by you), we cannot guarantee that any of that information is correct, accurate, complete, error free or up-to-date.
- 13.5 Due to the nature of the Reports, the value, accuracy, and/or relevance of the information will diminish over time. For this reason, we cannot guarantee that the Report will continue to be accurate or up-to-date after we have provided it to you.

- 13.6 You agree not to use the Services as the sole basis of any business decision and that you will make your own independent evaluation and decision on the suitability or otherwise of each applicant based on all information that is or becomes available to you.
- 13.7 Nothing provided by us on or in connection with the Website is, or shall be deemed to constitute financial or legal advice. The information we provide is not intended to be relied on by you in making (or refraining from making) any specific decision or to replace independent professional advice. Any and all information provided by us on or in connection the Website is for general information purposes only.
- 13.8 Except for the commitments we expressly make in these Terms and Conditions and any additional commitments arising out of your consumer rights granted by law (if you are using the Website as a consumer), we do not make any other commitments or warranties about the Website.

14. Liability

- 14.1 Nothing in these Terms and Conditions excludes or limits our liability in respect of (a) death or personal injury caused by our negligence, (b) our fraud, (c) any other matter which it would be illegal for us to exclude or limit or to attempt to exclude or limit our liability.
- 14.2 We are not liable to you (whether in contract, negligence, for breach of statutory duty or otherwise) for:
- 14.2.1 any indirect or consequential loss;
 - 14.2.2 the following types of financial loss: loss of profits, loss of earnings, loss of business or goodwill; even if we had notice of the possibility of you incurring such loss;
 - 14.2.3 the following types of anticipated or incidental losses: loss of anticipated savings, increase in bad debt, failure to reduce bad debt; even if we had notice of the possibility of you incurring such loss.
- 14.3 Except as otherwise stated in these Terms and Conditions, our aggregate liability to you (whether in contract, negligence, for breach of statutory duty or otherwise) arising out of or in connection with your use of the Website and the Service shall not exceed the fee paid for the Service.

15. Ending the Services

- 15.1 The Services are provided on a pay-as-you-go basis and you are under no obligation to make any purchase from us.
- 15.2 After you have paid for the Services, you may cancel your order at any time until the earlier of (a) submission of the completed application form to us by the applicant; or (b) 28 days after the date of payment. If you wish to cancel please contact us on 0844 481 0092 option 2 or by emailing clientsupport@mail.backgroundchecking.com.
- 15.3 If the applicant has not submitted the completed application form to us within 28 days of your payment for the Services, the application will be cancelled and you will not be entitled to a refund.
- 15.4 We may terminate your use of any of the Services without notifying you if, in our view, there has been a serious failure by you to comply with your responsibilities in these Terms and Conditions (for example non-payment or misuse of the Website or Our Materials or for fraud). If we do so, we may delete our records of your registration details and Your Data without liability to you.

16. Confidentiality

- 16.1 Each party shall, in respect of the Confidential Information for which it is the recipient:
- 16.1.1 keep the Confidential Information strictly confidential and not disclose any part of such Confidential Information to any person except as permitted by or as required for the performance of the recipient's obligations under these Terms and Conditions; and
 - 16.1.2 take all reasonable steps to prevent unauthorised access to the Confidential Information.
- 16.2 Each party may disclose Confidential Information to, and allow its use in accordance with these Terms and Conditions by, the following provided that it shall procure that any party to whom it discloses Confidential Information shall observe the restrictions in this Clause 16:
- 16.2.1 employees and officers of the recipient who require it for the recipient to perform its

- obligations under these Terms and Conditions;
- 16.2.2 the recipient's auditors and professional advisors solely for the purposes of providing professional advice; and
- 16.2.3 if we are the recipient, our agents and sub-contractors involved in performing the Services, and Experian group companies.
- 16.3 The restrictions in Clause 16.1 do not apply to any information to the extent that it:
 - 16.3.1 is or comes within the public domain other than through a breach of Clause 16.1; or
 - 16.3.2 is in the recipient's possession (with full right to disclose) before receipt from the other party; or
 - 16.3.3 is lawfully received from a third party (with full right to disclose); or
 - 16.3.4 is independently developed by the recipient without access to or use of the Confidential Information; or
 - 16.3.5 is required to be disclosed by law or by a court of competent jurisdiction or by any regulatory body or in accordance with the rules of any recognised stock exchange.

17. Force Majeure

- 17.1 We will not be liable for any delay or failure in the performance of the Services if such delay or failure is due to an event beyond our reasonable control.

18. Other important information

- 18.1 These Terms and Conditions are a contract between you and us and form the entire agreement between us. No-one except us and you has any right to enforce these Terms and Conditions by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 18.2 You may not transfer any or all of the rights granted to you under these Terms and Conditions to any other person.
- 18.3 We may in our discretion discontinue or modify the Website or Services at any time. We will try to ensure that any such discontinuation or modification does not materially adversely affect the nature of the Services provided to you.
- 18.4 You must not create hypertext links to the Website without our prior written permission.
- 18.5 All communications between us will be conducted in the English language.
- 18.6 Any notices we send to you will be sent to the most recent e-mail address or postal address provided to us by you.
- 18.7 English law applies to these Terms and Conditions and the English courts shall have exclusive jurisdiction over any claim or matter which may arise out of or in connection with these Terms and Conditions.