

# Blackboard Recruitment Ltd. Terms and Conditions

THE PARTIES FURTHER AGREE TO THE TERMS AND CONDITIONS AS FOLLOWS:

In this Agreement unless the context otherwise requires:

- 1.1 Words importing persons shall include firms, associations, charities, organisations, company bodies corporate and vice versa;
- 1.2 Words importing the singular shall include the plural and vice versa;
- 1.3 A reference to a clause is a reference to a clause of this Agreement

## BACKGROUND

2. Blackboard Recruitment Ltd. operates a service, which facilitates the processing of CRB Applications as defined below.
3. The Customer wishes to gain access to and have use of the said service for the purposes of processing CRB Applications.
4. Blackboard Recruitment Ltd. agrees to make available such services to the Customer on the terms and conditions set out in this agreement.

## 5. THE CUSTOMER'S OBLIGATIONS

- 5.1 The Customer shall ensure the service is used for the purpose of carrying out CRB Disclosure checks in accordance with the CRB Code of Practice and associated Legislation.
- 5.2 The Customer agrees to ensure Disclosure application forms are completed fully and have seen proof of the applicants' identity. Failure to do so will make the application invalid. Blackboard Recruitment Ltd. will not be held responsible for any errors or omissions made by the applicant or the receiver.

## 6. SERVICES

- 6.1 On receiving a completed application form Blackboard Recruitment Ltd. will process the application from and submit it to the CRB for processing
- 6.2 On receiving the applicant's Disclosure result Blackboard Recruitment Ltd. will forward the result to the Customer.
7. Charges and Payment
- 7.1 In consideration of the provision of the Services, the Customer shall pay Blackboard Recruitment Ltd. the charges set out in the covering page of this agreement.
- 7.2 The charges shall be exclusive of value added tax (if any), which shall be paid by the Customer at the rate and the manner prescribed by law from time to time.
- 7.3 Payment of all Charges shall be made at the time of application.

## 8. CONFIDENTIALITY

- 8.1 Each party agrees and undertakes that it will hold in complete confidence any Confidential Information disclosed to it (whether directly or indirectly and by whatever means), and will not disclose it in whole or in part at any time to any third party, nor use Confidential Information for any purpose other than the performance of its obligations under this Agreement. The obligations set out in this clause shall not apply to any Confidential Information which:
  - 8.1.1 at or prior to the time of the disclosure was known to the receiving party as evidenced in writing, except to the extent that such information was unlawfully appropriated.
  - 8.1.2 At or after the time of the disclosure becomes generally available to the public other than through any act or omission on the part of the receiving party;
  - 8.1.3 Is received from a third party free to make such disclosure without breaching any legal obligation; is independently developed by the receiving party; or
  - 8.1.4 Is required to be disclosed by law, court order or by request from any government or regulatory authority.

## 9. PUBLICITY

- 9.1 Subject to the obligations of clause 8, Blackboard Recruitment Ltd. shall be entitled to disclose to any third party that it is providing the Services to the Customer and shall be entitled to identify the Customer in Blackboard Recruitment Ltd's marketing and publicity activities.

## 10. WARRANTIES AND INDEMNITIES

- 10.1 The Customer hereby warrants that:
  - 10.1.1 has all requisite power and authority to enter into and perform the terms of this Agreement;
  - 10.1.2 shall comply with the CRB Code of Practice;
  - 10.1.2 shall promptly notify Blackboard Recruitment Ltd. of any complaint against it in respect of an alleged breach of the CRB Code of Practice Other than complaints made spuriously or vexatiously) and any investigation into its affairs by the CRB.
  - 10.2 The Customer shall indemnify Blackboard Recruitment Ltd. against each loss, liability, cost and expense (including reasonable legal fees and expenses) incurred by Blackboard Recruitment Ltd. as a result of or in connection with any claim by a third party arising from the Customer's breach of the warranties under clause 10.1
  - 10.3 Blackboard Recruitment Ltd. warrants that:
    - 10.3.1 it has all requisite power and authority to enter into and perform the terms of the Agreement;
    - 10.3.2 the Services shall be provided with reasonable care and skill [and it will use reasonable endeavours to ensure the service meet the specifications and service levels described in clause 1 and it will comply with all applicable national laws and regulations in connection with its obligations under this Agreement, including the CRB Code of Practice.

## 11. LIMITATIONS OF LIABILITY

- 11.1 Notwithstanding any other provision in this Agreement, nothing in this Agreement shall exclude or limit either party's liability for the following:
  - 11.1.1 death or personal injury resulting from that party's negligence; that party's fraud or statements made fraudulently by that party; or
  - 11.1.2 any other acts or omissions for which the governing law prohibits the exclusion or limitation of liability.
- 11.2 Subject to clause 7.1 Blackboard Recruitment Ltd. shall not be liable for any loss of profit, loss of business, loss of goodwill, loss of savings or anticipated savings, claims by third parties either directly or indirectly, or for any indirect loss or consequential loss

whatsoever and howsoever caused (including but not limited to any loss arising as a result of the incorrect processing of a CRB Application)

- 11.3 Subject to clause 7.1 Blackboard Recruitment Ltd's total liability any claims, losses, damages or expenses whatsoever and howsoever caused (even if caused by Blackboard Recruitment Ltd's negligence or breach of contract) shall be limited to the Administrative Charges [excluding VAT] actually paid by the Customer to Blackboard Recruitment Ltd. under this Agreement in the term prior to the date of the relevant claim and in event to the aggregate Charges paid by the Customer to Blackboard Recruitment Ltd. during this term of this Agreement.

## 12 TERM AND TERMINATION

- 12.1 This agreement shall commence on the Commencement Date and shall continue until terminated by either party by written notice.
- 12.2 The provisions of clauses 8,9,11, 16 and 19 shall survive termination or expiry of this Agreement and shall continue in full force and effect.

## 13 DATA PROTECTION

- 13.1 During the course of performing the Services Blackboard Recruitment Ltd. may process personal data regarding individuals whose details have been made to Blackboard Recruitment Ltd. by the Customer [whether directly or indirectly]. The Customer acknowledges that when processing such data Blackboard Recruitment Ltd. will be acting as a data processor on behalf of the Customer and accordingly Blackboard Recruitment Ltd. shall:
  - 13.1.1 only process such data in accordance with instructions received from the Customer regarding the Services to be provided under this Agreement, or as otherwise as stated by law; and
  - 13.1.2 implement appropriate technical and organisational measures to protect such data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure.
  - 13.1.3 Subject to clause 10.1 the Customer warrants that it has obtained all necessary consents and complied with all applicable legal requirements whether under privacy, confidentiality or data protection laws or otherwise with respect to the processing of data by Blackboard Recruitment Ltd. under this Agreement and that it has and shall comply with all applicable laws and regulations as appropriate to enable the lawful receipt of the Services in accordance with this Agreement [including but not limited to the Data Protection act 1998].

13.1.2 implement appropriate technical and organisational measures to protect such data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure.

13.1.3 Subject to clause 10.1 the Customer warrants that it has obtained all necessary consents and complied with all applicable legal requirements whether under privacy, confidentiality or data protection laws or otherwise with respect to the processing of data by Blackboard Recruitment Ltd. under this Agreement and that it has and shall comply with all applicable laws and regulations as appropriate to enable the lawful receipt of the Services in accordance with this Agreement [including but not limited to the Data Protection act 1998].

## 14. CHANGES IN CRB PROCEDURES

- 14.1. Blackboard Recruitment Ltd. 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 CRB Code of Practice, or a change in the procedure relating to the processing of CRB Applications by the CRB which Blackboard Recruitment Ltd. could not have foreseen at the Commencement date [ 'CRB Process Change' ]

14.2. if a CRB Process Change takes place Blackboard Recruitment Ltd. shall use all reasonable endeavours to minimise any adverse impact on the performance of the Services and notify the Customer of such impact. Blackboard Recruitment Ltd. reserves the right to vary the Charges by a fair and equitable amount as necessary to reflect any consequential change to the Services which are required following a CRB Process Change.

## 15 FORCE MAJEURE

- 15.1 Neither party shall be liable to the other for any delay in performance or failure to perform its obligations in accordance with this Agreement where such delay or failure is due to circumstances beyond its control and unknown to it at the date of the Agreement, such circumstances including but not restricted fire, flood, government act, act of God and legislative constraints but excluding strikes, labour disputes or malicious damage involving the employees of the affected party [ 'Force Majeure Event' ]

## 16. THIRD PARTIES

- 16.1 A person who is not party to this Agreement shall have no right under the Contracts [Rights of Third Parties] Act 1999 to enforce any term of this Agreement. This clause 16 does not affect any right or remedy of any person, which exists or is available otherwise than pursuant to the Act

17. SEVERANCE If any term of this Agreement shall be held to any extent to be illegal or unenforceable:

- 17.1 that term shall to that extent be deemed not to form part of this Agreement; and
- 17.2 the remainder of this Agreement shall not be affected.

## 18 ENTIRE AGREEMENT

- 18.1 This Agreement, which includes any covering letter or schedules, constitutes the entire agreement of the parties in relation to subject matter and supersedes and cancels any previous understandings, commitments, arrangements of representations whatsoever whether written or oral, express or implied in relation to the subject matter of this Agreement.

## 19 GENERAL

- 19.1 This Agreement shall not be varied unless in writing signed by a duly authorised representative of each party.
- 19.2 Nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between the parties or give either party the power to bind the other.
- 19.3 This Agreement shall be governed by, and construed in accordance with the laws of England and both parties submit to the exclusive jurisdiction of the English Court

Signature.....(*Blackboard Recruitment*)

Date.....

Signature..... (*Nominated Disclosure officer*)

Date.....