

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply the services set out in clause 3 (**Services**). Please read these terms and conditions carefully before logging into your Workpass account (**Account**) on our website www.workpass.co.uk (**our Site**). You should understand that by logging into your Account you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Please click on the button marked "I Accept" at the end of these terms and conditions if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to log into your Account.

1. INTERPRETATION

The definitions in this condition apply in these terms and conditions:

Detailed Reference: means Personal Data provided to us by an Employer other than Basic Reference.

Basic Reference: means Personal Data about you and may include your identity the dates you were employed by an Employer and your position within an Employer's business.

Consent Code: means a code that is generated by you through your Account or by telephoning us.

Data Processor: has the meaning provided by section 1(1) of the DPA

DPA: means the Data Protection Act 1998

Employer: means your past or current employer

Employee Data: means Basic Reference or Detailed Reference or Regulated Reference as the case may be.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

National Identifier Code: a unique code, number or other reference issued by a state to identify an individual.

Personal Data: has the meaning set out in section 1(1) of the DPA.

Regulated Reference: means, where you have worked in a regulated industry, references compliant with such regulated industry.

Sensitive Personal Data: has the meaning set out in section 2 of the DPA.

Services: the Services set out in condition 3.

Verifier: means a third party who wants to obtain Employee Data about you.

WORKPASS Logo means the mark that is the subject of a Trade Mark Registration No. 2493704.

WORKPASS Trade Marks” means the word WORKPASS, which is the subject of a Trade Mark Registration No. 2493703, the VERIFILE Logo and the slogan “we make it easier”.

2. INFORMATION ABOUT US

- 2.1 www.workpass.co.uk is a site operated by Workpass Limited (**we**). We are registered in England and Wales under company number 06529355 and our registered office is at I-Lab, Priory Business Park, Stannard Way, Bedford, Bedfordshire MK44 3RZ. Our main trading address is I-Lab, Priory Business Park, Stannard Way, Bedford, Bedfordshire MK44 3RZ .
- 2.2 We are a limited company.
- 2.3 We have been authorised and instructed by an Employer being a Data Controller under the DPA to act as a Data Processor for them.

3. SERVICES

- 3.1 We shall provide you with the following Services:
- (a) access to an online Account;
 - (b) the ability to generate Consent Codes;
 - (c) a facility to enable you to check who has obtained your Employee Data, the date the Employee Data was obtained and the purposes for which the Employee Data obtained will be used;
 - (d) upon payment by you to us of a fee up to the permitted maximum we will comply with your lawful subject access requests under the DPA;
 - (e) upon payment by you of a fee published on our Site from time to time, unlimited access to the Employee Data we hold to you; and
 - (f) any other services that may be notified to you by a notice placed on our Site.

4. YOUR STATUS

- 4.1 By logging into your Account through our Site, you warrant that you are the person to whom the Employee Data relates or have the authority of the individual to whom the Employee Data relates to log into the Account and that you are legally capable of entering into binding contracts.
- 4.2 We reserve the right to cancel or suspend your Account at any time if, in our reasonable opinion, you have breached the terms of condition 4.1.

5. YOUR ACCOUNT

- 5.1 As soon as your Employer is registered with us and has provided us with sufficient data about you we will set up your Account which will generate your personal identification number (**PIN**).
- 5.2 To claim your Account use the PIN provided to you and provide the identifiers required by the system (email address, date of birth and National Identifier Code). You will then be sent a temporary password to enable you to log into your Account. You will be asked to chose a memorable password for future use.
- 5.3 Once you have claimed your Account the contract between us (**Contract**) will be formed.

6. CONTROLLING THE DISCLOSURE OF YOUR INFORMATION

- 6.1 We agree only to disclose Personal Data about you where we have received confirmation that a Verifier has obtained your consent for such disclosure.
- 6.2 If a Verifier wants to obtain Employee Data about you, other than Basic Reference, they will need to enter the Consent Code.
- 6.3 By providing a Verifier with a Consent Code you are consenting to the Verifier obtaining the Employee Data from us.
- 6.4 Once a Consent Code has been generated it:
- (a) can only be used once; and
 - (b) is valid for 30 days or for the period stipulated by you commencing on the date the Consent Code was generated.
- 6.5 We shall only issue the Detailed Reference or the Regulated Reference to the Verifier once a Consent Code has been provided to us.

7. COMMENCEMENT

- 7.1 The Services supplied under the Contract shall be supplied by us to you from the date the Contract is formed in accordance with condition 5.3.

8. OUR OBLIGATIONS

We shall use our reasonable endeavours to provide the Services.

9. YOUR OBLIGATIONS

9.1 You agree:

- (a) to update us with your current details from time to time; and
- (b) to follow any reasonable rules and guidelines that apply to the way in which we provide the Services from time to time provided that such rules and guidance have been provided to you.

9.2 If the performance of our obligations under the Contract is prevented or delayed by an act or omission of you, we shall not be liable for any costs, charges or losses sustained or incurred by you arising directly or indirectly from such prevention or delay.

10. PASSWORDS

10.1 You shall:

- (a) treat the PIN and temporary password sent to you initially and your memorable password as confidential;
- (b) change your temporary password after you first log in to the Account and keep the memorable password secure;
- (c) ensure that only you or someone you have expressly authorised uses the temporary and memorable password;
- (d) inform us as soon as you become aware that a third party has discovered or used the temporary and memorable password or if any of the equipment you use to access the Services is stolen; and
- (e) be responsible for any charges connected to the re-issuing of the PIN or any passwords unless we are responsible for the PIN or passwords being used by an unauthorised person.

10.2 We shall maintain appropriate technical and organisational security measures and procedures to prevent the temporary password or your memorable password being accidentally given to or used by an unauthorised person.

10.3 We shall not be responsible for any losses arising from anyone using the PIN, the temporary password or your memorable password whether authorised by you or not, unless we are responsible for the unauthorised use.

10.4 We reserve the right to issue a new password at any time. The new password will apply 24 hours after we issue it.

10.5 We have the right to cancel or suspend your Account at any time if, in our opinion, you have failed to comply with any of the provisions of these terms and conditions. We reserve the right to charge if we agree to re-activate your Account after your default.

11. PRICE

11.1 We shall supply to you those Services mentioned in condition 3.1(a) to (c) inclusive free of charge.

11.2 If you make a subject access request to us pursuant to section 7 of the DPA we reserve the right to charge you a fee up to the permitted maximum to comply with such a request. The fee may vary from time to time and will be in accordance with the DPA.

11.3 The fees payable for the Services referred to in condition 3.1(e) and (f) (**Fees**) will be as quoted on our Site from time to time. We will inform you about how and when the Fees are to be paid and reserve the right at our discretion to withhold the Services mentioned in this condition 11.3 until all Fees due or owed by you to us are paid in full or grant such period of credit as we see fit.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 As between us, all Intellectual Property Rights in the Site and the Services shall be owned by us.

12.2 We grant you a non-exclusive licence to use the WORKPASS Trade Marks in relation to the Services in all of your publications subject to the following conditions:

- (a) you shall use the WORKPASS Trade Marks in relation to the Services whenever the Services are provided to you by us and shall not use any of the WORKPASS Trade Marks unless the Services are in fact provided to you by us;
- (b) you shall ensure that the Services supplied by or for them under the WORKPASS Trade Marks comply in all respects with the standards, regulations and other provisions as from time to time directed in writing by WORKPASS;
- (c) you shall discharge your obligations in connection with the provision of the Services with all due skill, care and diligence, including but not limited to good industry practice and in accordance with WORKPASS's own established internal procedures;

- (d) you shall use the WORKPASS Trade Marks in the form stipulated from time to time by WORKPASS and shall observe any reasonable directions given by WORKPASS as to colours and size of representations of the WORKPASS Trade Marks and their manner and use in relation to the Services and all advertising, promotional and other documentary materials;
- (e) you shall make use of the WORKPASS Trade Marks only for the purposes licensed under this Agreement and, in particular, shall not use any of the WORKPASS Trade Marks in any way which would tend to allow it to become generic, lose its distinctiveness, become liable to mislead the public, or be materially detrimental to or inconsistent with the good name, goodwill, reputation and image of WORKPASS;
- (f) you shall not use any of the WORKPASS Trade Marks accompanied by another trade mark (whether registered or not) or words describing the Services unless the WORKPASS Trade Mark is sufficiently distinguished from the surrounding and adjacent text and WORKPASS are clearly identified as the proprietors of the Trade Mark;
- (g) you shall not, by virtue of this Agreement, obtain or claim any right, title or interest in or to any of the WORKPASS Trade Marks except the rights of use as are specifically set out in this Agreement, and hereby acknowledge and agree that the benefit of all such use shall at all times enure to WORKPASS;
- (h) you shall not adopt or use any trade mark, symbol or device which incorporates or is confusingly similar to, or is a simulation or colourable imitation of any of the WORKPASS Trade Marks, or unfairly competes with any of the WORKPASS Trade Marks;
- (i) if you learn of any infringement or threatened infringement of any of the WORKPASS Trade Marks or of any action detrimental to any of the WORKPASS Trade Marks or of any third party allegation that any of the WORKPASS Trade Marks is liable to cause deception or confusion to the public, you shall forthwith and without delay inform WORKPASS giving full particulars of such circumstances; and
- (j) upon the termination of this Agreement, all rights licensed to you under this Agreement shall cease and you shall have no further right to use the WORKPASS Trade Marks.

13. TERMINATION

13.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other on giving the other not less than 1 months written notice or immediately on giving notice to the other if:

- (a) the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- (b) the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract.

13.2 On termination or expiry of the Contract:

- (a) we shall cease providing the Services;
- (b) all accrued rights and liabilities of the parties in existence at the time of termination shall continue; and
- (c) any conditions of these terms and conditions that by their nature extend beyond the termination of these terms and conditions shall remain in effect until fulfilled, and apply to both parties' respective successors and assigns.

14. WRITTEN COMMUNICATIONS

Applicable laws require that some of the Employee Data or communications we send to you should be in writing. When using our Site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with Employee Data by posting notices on our Site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, Employee Data and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

15. NOTICES

15.1 All notices given by you to us must be given to Workpass Limited at I-Lab, Priory Business Park, Stannard Way, Bedford, Bedfordshire MK44 3RZ.

15.2 We may give notice to you at either the e-mail or postal address mentioned in your Account or in any of the ways specified in clause 14.

15.3 Notice will be deemed received and properly served immediately when posted on our Site, 24 hours after an e-mail is sent, or three days after the date of posting of any letter.

15.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

16. TRANSFER OF RIGHTS AND OBLIGATIONS

16.1 The contract between you and us is binding on you and us and on our respective successors and assigns.

16.2 You may not transfer, assign, charge or otherwise dispose of your rights or obligations under this Contract, without our prior written consent.

16.3 We may transfer, assign, charge, sub-contract or otherwise dispose of our rights and obligations under this Contract, at any time during the term of the Contract.

17. EVENTS OUTSIDE OUR CONTROL

We shall have no liability to you under the Contract if we are prevented from, or delayed in performing, our obligations under the Contract or from carrying on our business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

18. WAIVER

18.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

18.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

- 18.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 15.

19. SEVERABILITY

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

20. ENTIRE AGREEMENT

- 20.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 20.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.
- 20.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

21. VARIATION

- 21.1 We may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature or scope of the Services. If we request a change to the scope of the Services for any other reason, you shall not unreasonably withhold or delay consent to it.
- 21.2 We may revise these terms and conditions at any time by amending this page. If we do this we will notify you by email and by placing an appropriate notice on our Site.

Tel: +44 (0)1234 834690
Fax: +44 (0)1234 834671
Email: employee@workpass.co.uk



22. LAW AND JURISDICTION

- 22.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.
- 22.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter or formation (including non-contractual disputes or claims).