

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

1. INTERPRETATION

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

Detailed Reference: any other Personal Data about an Employee, other than Basic Reference which you have provided to us and which has been customised by you including information such as pay and employment history.

Basic Reference: Personal Data about an Employee which consists of his identity and the dates of employment with an Employer and may include the Employee's position within the Employer's business.

Consent Code: a unique consent code generated by an employee or past employee for use by a Verifier when requesting Detailed Reference or Regulated Reference.

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

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

Data Subject: an individual who is the subject of Personal Data.

DPA: Data Protection Act 1998

Document: includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

Employee: a past or present employee of an Employer.

Employee Data: means Personal Data about past and present employees consisting of Basic Reference and Detailed Reference and Regulated Reference

Employer: a company, firm or individual which has or who has employed or is employing an individual and includes in the case of a company representing a Group all the companies in that Group.

Group: in the case of a company shall include subsidiaries, its ultimate holding company and its subsidiaries as defined in section 1159 of the Companies Act 2006.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, 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.

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

Processing and process: have the meaning set out in section 1(1) of the DPA.

Regulated Reference: means in cases where you operate in a regulated industry references compliant with such regulated industry.

Services: the services we are providing set out in condition 3.

Verifier: a third party who wants to obtain Employee Data about an individual.

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".

you: the Employer who holds an Account with us.

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.

3. SERVICES

3.1 We shall provide you with the following Services:

- (a) to act as your Data Processor in processing such Employee Data as you send to us;
- (b) to answer requests from Verifiers by providing Basic Reference;
- (c) to answer requests from Verifiers by providing Detailed Reference;
- (d) to answer requests from Verifiers by providing Regulated Reference;
- (e) to deal with subject access requests made by Employees under the DPA (for which we may render to the Employee the fee permitted under the DPA);
- (f) to provide each Employee with an account that will allow them, amongst other things, to:
 - (i) generate Consent Codes;
 - (ii) view the identity of the Verifier who has obtained the Employee Data, the date the Employee Data was obtained and the purposes for which the Employee Data obtained will be used; and
 - (iii) access the Employee Data we hold on them (for which we may render a reasonable fee to the Employee); and
- (g) where you have requested that Employee Data be transferred between us electronically we will take reasonable steps to assist you in transferring the information between us.

4. OUR OBLIGATIONS

- 4.1 We agree to provide the Services with reasonable care and diligence.
- 4.2 We agree to comply with our obligations under the DPA so far as it applies to us as a Data Processor and in particular we will put in place and maintain appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:
- (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
 - (ii) the nature of the data to be protected.
- 4.3 We agree to process the Employee Data on the basis set out on our Site and in these terms and conditions and on no other basis.
- 4.4 We will not process the Employee Data outside the EU or transfer the Employee Data outside the EU. However where consent has been provided our system allows Employee Data to be transferred to a Verifier or Employee outside the EU. We confirm that we will comply with all applicable international standards of data protection including the Directives of the European Union on data protection and internationally recognised Safe Harbour principles and standards and other internationally applicable data protection principles and standards.
- 4.5 We will provide Basic Reference to Verifiers upon their request providing the Verifier has confirmed that they have written permission from the Employee to obtain that Basic Reference from us.
- 4.6 We will provide Detailed Reference or Regulated Reference to Verifiers upon their request providing they present a Consent Code provided by the relevant Employee.
- 4.7 We will render reasonable charges to Verifiers at the rates disclosed from time to time on our Site.
- 4.8 We confirm that we comply with all applicable international standards in the provision of the Services including ISO 9001, ISO 14001 and ISO 27001.

5. YOUR STATUS

By setting up an Account through our Site, you warrant that you are legally capable of entering into binding contracts.

6. OPENING AN ACCOUNT

- 6.1 To open an Account, please click on “Employers” and then “Set up an account” on our Site and complete the employers registration form.
- 6.2 Once you submit your completed application form we will review your application and, if approved, we will confirm your user name and password (together the User ID). Once we have issued the user ID the contract between us (**Contract**) will be formed.

7. COMMENCEMENT AND DURATION

- 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 6.2.
- 7.2 Subject to condition 15 (Termination), the Services supplied under the Contract shall continue to be supplied for a period of 3 years and, after that, shall continue to be supplied unless the Contract is terminated by one of the parties giving to the other not less than 6 months’ notice.

8. YOUR OBLIGATIONS

- 8.1 You agree:
- (a) that you are the Data Controller for the purposes of the DPA in relation to the Employee Data and that you are complying with your obligations under the DPA in engaging us a Data Processor on your behalf;
 - (b) to provide to us, in a timely manner, all the information we may reasonably require and ensure that it is accurate in all material respects;
 - (c) to update us with your current details from time to time;
 - (d) 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.
- 8.2 If the performance of our obligations under the Contract is prevented or delayed by any act or omission of you, your agents, subcontractors, consultants or employees, 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.

8.3 You shall be liable to pay us, on demand, all reasonable costs, charges or losses sustained or incurred by us (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from your fraud, negligence, failure to perform or delay in the performance of any of your obligations under the Contract, subject to us confirming such costs, charges and losses to you in writing.

8.4 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.

9. USER ID

9.1 You shall:

- (a) treat the User ID as confidential;
- (b) keep the User ID secure;
- (c) ensure that only the person to whom the User ID is issued uses it;
- (d) maintain appropriate technical and organisational security measures and procedures to prevent the User ID being accidentally given to or used by an unauthorised person;
- (e) inform us as soon as you become aware that a third party has discovered or used the User ID, or if any of the equipment you use to access the Services is stolen; and
- (f) be responsible for any charges connected to the re-issuing of the User ID unless we are responsible for the User ID being used by an unauthorised person.

9.2 We shall maintain appropriate technical and organisational security measures and procedures to prevent the User ID being accidentally given to or used by an unauthorised person.

9.3 We shall not be responsible for any losses arising from anyone using the User ID, whether authorised by you or not, unless we are responsible for the unauthorised use.

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

9.5 We have the right to cancel or suspend your User ID at any time if, in our opinion, you have failed to comply with any of the provisions of these terms and conditions.

10. PRICE

10.1 We shall supply the Services without charge to you.

10.2 We will notify you by email and by placing a notice on our Site of our intention to charge for our Services in the future but we will not in any event render charges to the Employer during the initial term of 3 years set out in clause 7.2.

11. INTELLECTUAL PROPERTY RIGHTS

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

11.2 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.

12. MUTUAL INDEMNITY

- 12.1 Each party agrees to indemnify and keep indemnified and defend at its own expense the other party against all costs, claims, damages or expenses incurred by the other party or for which the other party may become liable due to any failure by the first party or its employees or agents to comply with any of its obligations under this agreement.

12.2 You acknowledge that we are reliant on you for direction as to the extent to which we are entitled to use and process the Personal Data. Consequently, we will not be liable for any claim brought by a Data Subject arising from any action or omission by us, to the extent that such action or omission resulted directly from or is implied by your instructions.

13. APPOINTMENT OF SUBCONTRACTORS

13.1 We may authorise a third party (**sub-contractor**) to process the Personal Data provided that the sub-contractor's contract:

- (a) is on terms which are substantially the same as those set out in this agreement; and
- (b) terminates automatically on termination of this agreement for any reason.

14. CONFIDENTIALITY

14.1 Each party shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the by the other party, its employees, agents, consultants or subcontractors and any other confidential information concerning that party's business which the other party may obtain.

14.2 Each party may disclose such information:

- (a) to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out their obligations under the Contract; and
- (b) as may be required by law, court order or any governmental or regulatory authority.

14.3 Each party shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this condition 14.

14.4 Each party shall not use any such information for any purpose other than to perform its obligations under the Contract.

- 14.5 The provisions of condition 14.1 shall not apply to any information which:
- (a) is in the public domain other than by default of the receiving party;
 - (b) is received by the receiving party from a bona fide third party with no apparent restriction on its unfettered right to disclose such information;
 - (c) is or has already been independently generated or obtained by the receiving party; or
 - (d) is required to be disclosed by applicable law.

PROVIDED ALWAYS that the relief in condition 14.5 does not apply in respect of the Employee Data.

15. TERMINATION

- 15.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other 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; or
 - (c) is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986); or becomes insolvent; or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction); or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets; or enters into or purposes any composition or arrangement with its creditors generally; or is subject to any analogous event or proceeding in any applicable jurisdiction.

15.2 On termination or expiry of the Contract:

- (a) each party will return the other party's confidential information and any other materials or data relating to the Services which are not owned by or no longer licensed to the party in possession of the materials or data;
- (b) we shall cease providing the Services;
- (c) all accrued rights and liabilities of the parties in existence at the time of termination shall continue; and
- (d) 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.

16. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information 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 information by posting notices on our Site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information 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.

17. NOTICES

- 17.1 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.
- 17.2 We may give notice to you at either the e-mail or postal address you provide to us when opening an Account, or in any of the ways specified in clause 16 (Written Communications).
- 17.3 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.
- 17.4 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.

18. TRANSFER OF RIGHTS AND OBLIGATIONS

- 18.1 The contract between you and us is binding on you and us and on our respective successors and assigns.
- 18.2 You may not transfer, assign, charge or otherwise dispose of your rights or obligations under this Contract, without our prior written consent.
- 18.3 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.

19. FORCE MAJEURE

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 our 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 or serious malfunction of plant or machinery including computer equipment, fire, flood, storm or default of suppliers or subcontractors.

20. WAIVER

- 20.1 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.
- 20.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 20.3 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 16 (Written Communications).

21. 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.

22. ENTIRE AGREEMENT

22.1 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.

22.2 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.

22.3 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.

23. VARIATION

23.1 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, scope of, or the charges for 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.

23.2 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: employer@workpass.co.uk



24. LAW AND JURISDICTION

- 24.1 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.
- 24.2 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).