

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 setting up an account (**Account**) on 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:

Basic Reference: means Personal Data about an Employee which consists of the Employee's identity and the dates the Employee was employed by the Employer and may include the Employee's position within the Employer's business.

Detailed Reference: means Personal Data in addition to the Personal Data included in the Basic Reference which the Employer has provided to us and which has been customised by the Employer including pay and employment history.

Consent Code: means a code that is generated by the Employee.

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

DPA: means the Data Protection Act 1998

Employer: means an Employee's past or current employer

Employee: means the individual for whom you wish to obtain a Reference.

Employee Data: means the Personal Data contained within the Reference which relates to the Employee.

Fees: means the fee payable by a Verifier (you) in return for us providing the Services.

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

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.

Purpose: means those purposes that you notified the Employee about before the consent of the Employee was obtained or the Consent Code was generated.

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

Regulated Reference: means references compliant with certain regulated industries.

Services: means the services set out in clause 3 subject to these Terms and Conditions.

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.

3. SERVICES

3.1 In consideration of you paying the Fees we agree to use our reasonable endeavours to provide you with the following Services:

- (a) the provision of a Basic Reference for a named Employee for whom we hold Employee Data;
- (b) the provision of a Detailed Reference for a named Employee for whom we hold Employee Data; and
- (c) the provision of a Regulated Reference for a named Employee for whom we hold Employee Data.

3.2 Our agreement to provide a Basic Reference or a Detailed Reference or a Regulated Reference in any case is contingent on us holding the relevant Employee Data and on your compliance with these Terms and Conditions.

4. YOUR STATUS

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

5. OPENING AN ACCOUNT

5.1 To open an Account please click on “Verifiers” and then “New to Workpass? Register Here” on our Site and complete the Verifier's registration form.

5.2 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.

6. THE BASIC REFERENCE

6.1 To obtain the Basic Reference you will need to provide to us:

- (a) the name of the Employer and their code. The Employer code will be published on our Site;
- (b) the name of the Employee;
- (c) the Employee's National Identifier Code; and
- (d) the Purpose.

6.2 By submitting your application to obtain a Basic Reference you are certifying that you have the consent of the Employee to obtain the Basic Reference (**Consent**) and we reserve the right to request that you provide us with proof of that Consent. Failure to possess Consent or to produce Consent when requested may result in sanctions including withdrawal of the Services and us reporting you to the Information Commissioner. Our policy, including sanctions, relating to Employee Consent will be published on the Site from time to time.

6.3 If we are unable to obtain an employee match from the information that you have provided to us some Employers will agree to undertake a manual search. Where this service is available you may request that the Employer undertakes a manual search. If necessary we will ask you to provide further information about the Employee. A fee will be charged for this service even if the Employer is still unable to find a match from the further information provided.

7. THE DETAILED REFERENCE AND REGULATED REFERENCE

7.1 To obtain the Detailed Reference and the Regulated Reference you will need to provide to us:

- (a) the name of the Employer and their code. The Employer code will be published on our Site;
- (b) the name of the Employee;
- (c) the National Identifier Code;
- (d) the Consent Code; and
- (e) the Purpose.

- 7.2 The Consent Code will be provided to you by the Employee and by providing you with the Consent Code the Employee is giving you consent to obtain the Detailed Reference from us.
- 7.3 Once a Consent Code has been generated it:
- (a) can only be used once; and
 - (b) is valid for the period stipulated by the Employee from the date the Consent Code has been generated.
- 7.4 We shall only issue the Detailed Reference and Regulated Reference to you once a Consent Code has been provided to us.

8. USE OF THE REFERENCES

- 8.1 You agree to only use the References for the Purpose. Searches that you have made are logged on our system and may be visible to the Employee and the Employer.
- 8.2 Should you wish to provide the Reference to a third party (including any member of your Group) in circumstances not covered by condition 8.1, you shall obtain the consent of the Employee before disclosing the Reference and ensure that the third party shall only use the Reference for the purpose agreed.
- 8.3 If the Employee Data is to be used in a country outside the European Economic Area, you must obtain the consent of the Employee for the information to be used in that country. By submitting your application to obtain a Basic Reference or a Detailed Reference or a Regulated Reference you are certifying that you have this consent.
- 8.4 You agree to;
- (a) put in place proper measures to protect the security of the Employee Data provided to you;
 - (b) put in place proper measures to protect the privacy of the Employee;
 - (c) hold Employee Data for a reasonable time only;
 - (d) use the Employee Data once for the purpose for which it has been provided as provided by clause 3 above;
 - (e) not to re-use the Employee Data later with other third parties or for any other purposes; and
 - (f) not to re-sell the Employee Data to any third party.

9. COMMENCEMENT

The Services supplied under the Contract shall be supplied by us to you from the date the Contract is formed in accordance with condition 5.2.

10. YOUR OBLIGATIONS

10.1 You agree:

- (a) that you are in possession of consent from an Employee about whom you are seeking a Reference and you agree to provide evidence of that consent if we ask you to;
- (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 comply with all relevant legislation in relation to the Services and the use of the Employee Data in so far as they are applicable to you including without limitation the DPA and the Privacy and Electronic Communications (EC Directive) Regulations 2003 together with all subordinate legislation, directions of any competent privacy regulator, common law decisions, relevant regulatory guidance and codes of practice; and
- (e) 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.

10.2 You may share the Services or Employee Data within your Group but you must ensure that they adhere to the confidentiality, security and liability conditions contained within these Terms and Conditions.

10.3 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.

10.4 You shall be liable to pay to 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.

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. USER ID

11.1 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.

11.2 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.

11.3 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.

11.4 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.

12. OUR FEES

12.1 The Fees for the Services will be as quoted on our Site from time to time.

12.2 We will inform you about how and when the Fees are to be paid and reserve the right at our discretion to withhold References until all Fees due or owed by you to us are paid in full or grant such period of credit as we see fit.

12.3 The Fees exclude VAT.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 As between us, all Intellectual Property Rights in the Site and the Services shall be owned by us.
- 13.2 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.

14. CONFIDENTIALITY

- 14.1 You 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 you by us, our employees, agents, consultants or subcontractors and any other confidential information concerning our business or our products.
- 14.2 You may disclose such information:
- (a) to such of your employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out your obligations under the Contract; and
 - (b) as may be required by law, court order or any governmental or regulatory authority.
- 14.3 You shall ensure that your employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this condition 14.
- 14.4 You shall not use any such information for any purpose other than to perform your 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.

15. EXCLUSION OF LIABILITY

- 15.1 Except in the case of death or personal injury caused by our negligence, our total aggregate liability under or in connection with these terms and conditions, whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall not exceed the sum of either the amount you have paid for the Services or £1,000 whichever is the higher.
- 15.2 Nothing in these terms and conditions excludes liability for our fraud.
- 15.3 Without prejudice to the generality of the foregoing provisions of this condition 15, and by way of illustration only, we shall not be liable for the following losses or liability you may suffer or face caused by your reliance or use of the Services (or by not relying on or not using our Services, or by your using or relying them in a reasonable way):
- (a) your missing a deadline;
 - (b) you (or someone on your behalf) suffering loss by reason of inaccuracy or incompleteness of any Employee Information provided to you;
 - (c) you suffering a business loss or being unable to undertake any business activity;
 - (d) a third party making a claim against you;
 - (e) a government or regulatory authority imposing a fine, penalty or obligation on you;
 - (f) loss of an indirect or consequential nature;
 - (g) loss of goodwill;
 - (h) loss of profits; or
 - (i) loss of turnover.

15.4 We do not own the Employee Data and are not responsible for its contents and accordingly we are not liable for any losses that you may suffer due to any inaccuracies or deficiencies in the Employee Data.

16. INDEMNITIES

16.1 Each party shall indemnify the other against any costs, claims, expenses (including reasonable legal costs) damages, liabilities, actions and proceedings brought against such other by any third party arising out of a breach of these terms and conditions by the indemnifying party (or an employee, agent or subcontractor of such party).

17. TERMINATION

17.1 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;
- (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 proceedings in any applicable jurisdiction.

17.2 On termination or expiry of the Contract:

- (a) Each party will return to the other party any 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.

18. 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.

19. NOTICES

- 19.1 All notices given by you to us must be sent to PO Box 1365 Bedford MK44 5AD.
- 19.2 We may give notice to you at either the e-mail or postal address you provide to us when opening an Account or which you have later notified to us or in any of the ways specified in condition 18.
- 19.3 Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter.
- 19.4 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.

20. TRANSFER OF RIGHTS AND OBLIGATIONS

- 20.1 The contract between you and us is binding on you and us and on our respective successors and assigns.
- 20.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

20.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

21. NO PARTNERSHIP OR AGENCY

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

22. 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.

23. WAIVER

23.1 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.

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

23.3 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 condition 19.

24. 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.

25. ENTIRE AGREEMENT

25.1 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.

25.2 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.

25.3 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.

26. VARIATION

26.1 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.

26.2 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: verifier@workpass.co.uk



27. LAW AND JURISDICTION

- 27.1 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.
- 27.2 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).