

## eBulk under 200 website terms

### 1. About us:

- 1.1 Sec Watchdog Limited trading as Security Watchdog (company number 14616198) is a company registered in England and Wales and our registered office is at Davy Avenue, Partis House, Knowlhill, Milton Keynes, Buckinghamshire, MK5 8HJ (we and us).
- 1.2 To contact us telephone our Customer Service Team at 01420 593 830 or e-mail [screening@teammatrix.com](mailto:screening@teammatrix.com).
- 1.3 By accessing our website, using our services, or placing an order, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree with any part of these Terms, you must not use our Services or submit an order.

### 2. Our contract with you

- 2.1 These terms and conditions ("**Terms**") apply to the supply of online pre-employment screening services (as set out on our Website) ("**Services**") by us to you ("**Contract**"). To contact us telephone our Customer Service Team at 01420 593 830 or e-mail [screening@teammatrix.com](mailto:screening@teammatrix.com).

### 3. Orders placed by you and the duration of our Contract

- 3.1 Orders for Services placed by you on our website <https://www.securitywatchdog.org.uk> ("**Website**") are subject to our acceptance. We may reject an order for any reason in our absolute discretion. All rejected orders will be promptly refunded.
- 3.2 If we accept your order, you will receive an acknowledgement of your order by email.
- 3.3 Your entitlement to receive the Services starts when we have received full payment of the Charges for the Services and sent you a confirmatory email of your order. Your entitlement to receive the Services continues until the earlier of the completion of the Services or the Contract is terminated in accordance with these Terms.

### 4. Our Services

- 4.1 We will provide the Services using reasonable care and skill in accordance with these Terms. Your use of the Services is subject to these Terms.
- 4.2 We will supply the Services to you in accordance with the relevant service description appearing on the Website at the time of your order.
- 4.3 Subject to you complying with your obligations under clause 5, we will use reasonable endeavours to provide you with the Services within the timescales published on our Website at the time of your order.
- 4.4 We can stop providing the Services at any time if the information we need to provide the Services is unavailable. In these circumstances we will refund any advance payments you have made in respect of Services that have not been provided.
- 4.5 Upon completion of the screening, we will provide you with a completion certificate. You will be responsible for informing the Candidate of their result relating to the Services.

### 5. Your obligations

- 5.1 It is your responsibility to ensure that on each occasion of using our Services:
  - (a) the terms of your order are complete and accurate;
  - (b) you co-operate with us in all matters relating to the Services;
  - (c) you provide us with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
  - (d) ensure that any DBS, Disclosure Scotland and/or or third party checks requested are only done so where authorisation from the individual has been received, and where allowable in accordance with the DBS, Disclosure Scotland and/or or third party Code of Practice and relevant legislation;
  - (e) check and make a record of the evidence of identity provided by the candidate to you, and record this in the manner required by DBS or Disclosure Scotland, or as may reasonably be required by us;
  - (f) accept responsibility for the selection of the Service provided by us to achieve the your intended results;

- (g) ensure that the content of any data, files, upload or other site content (i) do not contain any material that is illegal, obscene, pornographic, defamatory, blasphemous, libellous, or indecent, (ii) does not infringe third party rights, and (iii) does not breach copyright or any other relevant legislation, statute or regulation;
- (h) ensure all candidates are notified of the potential effect of a criminal record history on the recruitment and selection process and any recruitment decision;
- (i) be responsible for the candidate's responsiveness to requests and for informing the candidate on the result;
- (j) store, handle, retain and dispose of any result strictly in accordance with the Disclosure and Barring Service Explanatory Guide for Registered Persons and Other Recipients of Disclosure Information, and/or with the requirements of any relevant third party;
- (k) be responsible for and liable to obtain the receipt of consent from any candidate to undertake the relevant check. Where consent is provided to you, we shall be deemed to have the right to consider consent to have been granted to us. Copies of consent in respect of one of more candidates shall be made available to us on request, either from time to time or generally. Consent will grant us permission to direct the request to the relevant agency (DBS for England & Wales and Disclosure Scotland for Scotland) based on locality of job role and/or residence as required under the legislation.
- (l) comply with all other Disclosure and Barring Service, Disclosure Scotland and/or third-party policy requirements and regulations as amended from time to time, and assist us in doing so; and
- (p) comply with and uses the Services in accordance with all relevant and applicable laws.

## **6 Your Charges**

- 6.1 Each time you use the Services you will pay be required to pay charges in advance using the online payment portals provided on our Website ("**Charges**"). The Charges will be our current price for the relevant Services (plus any VAT payable) as set out on the Website at the time of purchase.

## **7 Intellectual property rights**

- 7.1 All intellectual property rights in or arising out of or in connection with the Services including in the results, certificates and the information ("**Certificates**") that we give you will be owned by us. You may only make copies of the Certificates that you reasonably need for the internal purposes of your business.
- 7.2 You grant us a royalty-free, non-transferable, perpetual licence to use the candidate information to supply the Services to you and to improve the databases we use to provide the Services, and any other databases, including those we use to provide similar services.

## **8 Refunds**

- 8.1 Refunds cannot be provided once we have confirmed the order you have placed on our Website by email. Any refunds will be made at our absolute discretion. This does not affect your statutory rights.

## **9 Data protection**

- 9.1 See the Data Processing Agreement at <https://www.securitywatchdog.org.uk/privacy-policy/data-protection-addendum/> as may be updated from time to time.

## **10 Limitation of liability**

- 10.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
  - (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation; and
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 10.2 Subject to clause 10.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for: loss of profits, loss of sales or business, loss of agreements or contract, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill, and any indirect or consequential loss.
- 10.3 Subject to clause 10.1, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to 100% of the total Charges paid under the Contract.
- 10.4 We expressly exclude all liability for the content, quality or accuracy of the information that we receive and/or provide to you in the course of the Service, whether such information comes from the candidate or other third parties, and under no circumstance shall we be liable for any failure to verify the accuracy and completeness of the information provided by the candidate or other third parties, or conducting any further investigations.

- 10.5 We will not be liable if for any reason our Website is unavailable at any time or for any period.
- 10.6 This clause will survive termination of the Contract.

## **11 Confidentiality**

- 11.1 We each undertake that we will not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 11.2.
- 11.2 We each may disclose the other's confidential information:
- (a) to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 11; and
  - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.
- 11.4 We, may, on occasion, use you in appropriate case studies on our website. If we do this, then no personal data will be used, this will be a generic example of how our solutions have provided efficiencies and/or resolution.

## **12 Termination rights**

- 12.1 We will be entitled to suspend your entitlement to receive the Services or terminate this Contract at any time.
- 12.2 We will fulfil any orders for Services received by you prior to the termination or suspension (unless the reason for this is that we suspect that the Services are being used fraudulently or for the purposes of fraud).
- 12.3 Termination of this Contract will not affect:
- (a) any other rights either you or we gained before this Contract was terminated; or
  - (b) any Terms that are to survive or are intended to survive after the Contract has been terminated.
- 12.4 Subject to you requesting the destruction or return of Candidate Information upon Termination, candidate information will be retained for 36 months before it will be deleted.

## **13 General**

- 13.1 The Contract is the entire agreement between you and us in relation to its subject matter.
- 13.2 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 13.3 We reserve the right to make changes to these Terms from time to time, and, if we do so, we will post any such changes to these Terms on the Website. Your continued use of the Website after such changes constitutes your acceptance of those changes.
- 13.4 If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations.
- 13.5 Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 13.6 The Contract is between you and us. No other person has any rights to enforce any of its terms.
- 13.7 The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.