

Mayflower Disclosure Services Ltd External ID Validation Check and Employee Credit Check Terms and Conditions.

DEFINITIONS

1.1 In these Terms and Conditions the following definitions apply: -

“Employer or Customer”	means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to which the Service is supplied;
“Data Subject or Applicant”	means the Individual, requiring a DBS Check or Disclosure or External ID Validation Check or Employee Credit Check
“The Service Provider”	means Mayflower Disclosure Services Ltd. 76 Rollesbrook Gardens, Southampton, SO15 5WB
“Output”	means the External ID Validation check report or the Employee Credit Check report issued by the Service Provider to the Customer.
“Experian”	means the credit reference agency Experian Ltd, The Sir John Peace Building, Experian Way, NG2 Business Park, Nottingham, NG80 1ZZ.

1.2 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3 The headings contained in these Terms are for convenience only and do not affect their interpretation.

1.4 The Service Provider reserves the right to make changes to these Terms and Conditions at any time.

PERMITTED PURPOSE:

Employee Credit Check (Employee Vetting Search Type Only)

The Employee Credit Check report (Output) will be made available to Employers for the sole purpose of such Employers using the Output to vet the suitability of an employee prior to any type of employment agreement between the Employer and a potential employee.

External ID Validation Check

The External ID Validation Check report (Output) will be made available to Employers carrying out standard and enhanced Disclosure and Barring Service checks (but only to the extent that each such Employer is lawfully entitled to carry out such checks pursuant to the Safeguarding Vulnerable Groups Act 2006, or pursuant to the Rehabilitation of Offenders Act 1974 (Exceptions Order) 1975, as amended) for the sole purpose of such Employers using the Output to verify the identity of prospective employees or volunteers or to provide address and residency confirmation of such prospective employees or volunteers prior to any type of employment or volunteer agreement between the Employer and a potential employee or volunteer.

TERMS AND CONDITIONS:

The Employer agrees to the following terms and conditions to the effect that:

- (i) The Employer shall obtain the explicit consent of any person who is the subject of any search carried out by an Employer pursuant to the Services (hereinafter referred to in this Schedule 2 as the “Data Subject”) prior to any such search being carried out on such Data Subject where the Data Subject has applied to such potential Employer for employment, and shall present such Data Subjects with a fair processing notice that makes reference to such processing;
- (ii) The Employer shall make each data subject aware that the search footprint retained by Experian in respect of a search made using the Services will show that an identity check has been performed;
- (iii) The Employer will procure that any Output provided to it is only used for the purpose of assessing whether a Data Subject is suitable for employment by the Employer;
- (iv) The Employer shall obtain explicit consent of the Data Subject that the search footprint to be retained by Experian in respect of a search made using the Services, will read as having been made by the Service Provider rather than the Employer;
- (v) The Employer will keep any Output provided to it by the Client confidential;
- (vi) The Employer shall comply with the provisions of the DPA/GDPR and all other applicable legislation in respect of the Output;
- (vii) The Employer shall at all times implement and maintain information security standards in respect of the Output which are in all material respects equivalent to or exceed the standards afforded by the Service provider’s Minimum Security Standards (as amended from time to time);
- (viii) The Employer shall not under any circumstance sell, transfer, distribute or otherwise make any Output provided to it available to, or use the Output on behalf of, any other third party;
- (ix) The Employer will procure that after the Output has been used once in the assessment referred to in paragraph (iii) above the Output will not be accessed thereafter other than for audit purposes;
- (x) The Employer shall not assign, transfer or otherwise make over any part of the Employer Agreement without Experian’s and the Service Provider’s prior written consent;
- (xi) Subject to the Employer being given reasonable prior written notice, the Employer shall permit the Service provider and Experian to have reasonable access during the Employer’s normal business hours to the Employer’s relevant premises and relevant operations for the sole purpose of ensuring that the Employer is complying with its obligations under the Employer Agreement;
- (xii) The Employer shall not (without the prior written consent of Experian and the Service Provider) sub-contract the performance of any of its obligations under the Employer Agreement and shall not (without the prior written consent of Experian and the Service Provider) assign or transfer any part of the Employer Agreement; and

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External ID validation Check and Employee Credit Check Terms & Conditions

- (xiii) Experian and the Service Provider will have the right to enforce the terms and conditions referred to in this Schedule 2 in accordance with the Contracts (Rights of Third Parties) Act 1999.