

Mayflower Disclosure Services Ltd Terms of Business

1. DEFINITIONS

1.1 In these Terms of Business the following definitions apply: -

“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;
“Applicant”	means the Individual, requiring a DBS Check or Disclosure
“The Service Provider”	means Mayflower Disclosure Services Ltd. 76 Rollesbrook Gardens, Southampton, SO15 5WB
“DBS”	means the Disclosure and Barring Service, PO Box 110, Liverpool, L69 3EF
“Disclosure Scotland”	means Disclosure Scotland, PO Box 250, Glasgow, G51 1YU

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.

2. THE CONTRACT

2.1 These Terms constitute the contract between the Service Provider and the Customer/Applicant for the supply of Disclosure and Barring Service/Disclosure Scotland Disclosure services by the Service Provider to the Customer/Applicant and are deemed to be accepted by the Customer/Applicant by virtue of its request for DBS/Disclosure Scotland Services.

2.2 No variation or alteration to these Terms shall be valid unless approved by the Service Provider in writing.

2.3 Unless otherwise agreed in writing by the Service Provider, these Terms prevail over any terms of business or purchase conditions proffered by the Client.

3. COMPLIANCE WITH DBS CODE OF PRACTICE

3.1 The Customer accepts they are aware of and agree to abide by the DBS/Disclosure Scotland Code of Practice for the use and dissemination of any information contained in a Disclosure.

4. CHARGES/SERVICE

4.1 The Customer agrees to pay the charges of the Service Provider as notified at the commencement of the Service and as may be varied from time to time during the Service. The charges are calculated at the prevailing DBS/Disclosure Scotland charge plus a counter-signatory/admin charge per application. Other charges may be applicable for additional services, - i.e. delivery charges and unforeseen expenses. VAT may be payable on the entirety of these charges.

4.2 The fee for a Disclosure is a processing fee and it is charged at the point of application.

4.3 Payment should accompany the application form unless arrangements as per 4.4 have been made.

4.4 By arrangement, the charges can be invoiced to the Customer when the application form has been submitted to the DBS/Disclosure Scotland and are payable on receipt of invoice unless otherwise agreed. Credit facilities are provided at the discretion of the Service Provider. The Service Provider reserves the right to charge late payment fees up to £40 plus interest on any overdue amounts at the rate of 8% per annum above the base rate of the Bank England from the due date until the date of payment.

4.5 The Customer is responsible for charges and other expenses relating to the application unless otherwise arranged.

4.6 The Customer is responsible for charges and other expenses relating to the application unless otherwise arranged even if the application is rejected by the DBS/Disclosure Scotland.

4.7 DBS/Disclosure Scotland application forms (from eligible individuals) paid up-front through our online application system will be countersigned by the Service Provider within 3 working days (during normal working hours) and forwarded to the appropriate agency for processing subject to an accurately completed application form with no further queries.

4.8 DBS/Disclosure Scotland application forms paid up-front through our online application system will be countersigned by the Service Provider within 3 working days (during normal working hours) and forwarded to the appropriate agency for processing subject to the Customer's approval (by an authorised Applicant Manager) and receipt of an accurately completed application form with no further queries.

4.9 Applicant's Failure to Complete Process – Where an Applicant fails to provide requested information or documentation within 56 days, the Service Provider reserves the right to withdraw the application and request the process be re-started. This may incur an additional DBS/Disclosure Scotland charge plus the Service Provider's counter-signatory/admin fee, plus VAT charged at the applicable rate.

4.10 Customer's Failure to Complete Process – Where a Customer fails to provide requested information or documentation within 56 days of approving an application form, the Service Provider reserves the right to withdraw the application and request the process be re-started. This may incur an additional DBS/Disclosure Scotland charge plus the Service Provider's counter-signatory/admin fee, and VAT charged at the applicable rate.

4.11 The DBS returns online application results as an E-Notification to the Customer (specifically to an authorised Applicant Manager). In all cases a paper certificate is posted to the Applicant directly from the DBS, to the current home address provided by the Applicant on their application form.

4.12 Disclosure Scotland returns application results as a paper certificate. Within 5 working days of receipt of the paper certificate, the Service Provider dispatches the paper certificate, by Post, to the Customer/Applicant, to the current home address, provided by the Applicant on their application form; or with the Applicant's permission/knowledge, to their Employer (the Customer).

5. LIABILITY

5.1 Whilst every effort is made by the Service Provider to provide satisfaction to the Customer/Applicant and to provide them in accordance with the Customer's/Applicant's request, the Service Provider, its commissioners, employees, officers and agents shall not be liable for any loss or damages or expenses of any kind including without limitation compensatory, direct, indirect or consequential damages, loss of data, documents, income or profit, loss of or damage to property or claims by third parties howsoever arising. For the avoidance of doubt, the Service Provider does not exclude liability for death or personal injury arising from its own negligence.

5.2 The Service Provider is not responsible for the information produced on the final Disclosure and Barring Service/Disclosure Scotland Disclosure Report/Certificate. This is produced by the DBS/Disclosure Scotland and the Service Provider does not have any involvement with the production of this report.

5.3 Whilst every effort is made by the Service Provider to ensure the information provided by the Customer/Applicant on the DBS/Disclosure application form is accurate, the Service Provider, its commissioners, employees, officers and agents shall not be liable for any loss or damages or expenses of any kind due to inaccurate information on a completed DBS/Disclosure application form which has been signed by the Customer/Applicant.

6. TERMINATION

6.1 The Customer will inform the Service Provider immediately in writing if they wish to withdraw their application. A reimbursement will be credited to the Customer provided a formal cancellation has been received. However, if the application has already been counter signed by the Service Provider and forwarded to the Disclosure and Barring Service/Disclosure Scotland, the applicable charges and related expenses will still apply.

7. LAW

7.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts in England & Wales.