



VETTING SERVICES TERMS AND CONDITIONS

VETTING SERVICES TERMS AND CONDITIONS

The Customer's attention is particularly drawn to the provisions of clause 8 (limitation of Liability). and clause 5.6 (period within which Vetting Applications must be completed by Vetting Applicants)

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"APP Vetting"	means the College of Policing authorised professional practice (APP) on Vetting;
"the Code of Practice"	means the College of Policing Code of Practice for Vetting;
"the Charges"	means the charges payable by the Customer to the Supplier as set out [in the schedule of prices referred to at paragraph 1 of Schedule 2 to this Contract] or, where applicable, in the Purchase Order;
"Commencement of Service Date"	means: in the case of Services purchased pursuant to Clause 2.1.2, the date specified in the Purchase Order for the Supplier's commencement of the provision of the Services to the Customer; and where Services are purchased in accordance with Clause 2.1.1, the date on which payment is received;
"Contract"	means the agreement between the Supplier and the Customer consisting of these Terms and Conditions (together with any schedules to these Terms and Conditions) and, where applicable, the Purchase Order
"Confidential Information"	means the Contract and all information obtained by one party from the other pursuant to the Contract which is expressly marked as confidential or marked with wording denoting that it is confidential or which is manifestly confidential or which is confirmed in writing to be confidential within 7 days of disclosure;
"Customer"	means the person, firm or company who purchases the Services, either by pre-payment for the Services or by means of a Purchase Order;

“Data Protection Legislation”	means all applicable data protection legislation in force from time to time in the UK, including the Data Protection Act 2018, the UK GDPR and any national implementing laws, regulations, secondary legislation, and other Acts of Parliament relating to data protection, as amended or updated from time to time, in the UK.
“Employee”	including any individuals who have obtained clearance through the Customer’s organisation;
“Intellectual Property Rights”	means the copyright and all other intellectual property rights (including, without limitation, in patents, trademarks, service marks, domain names, database rights, and design rights, (whether registered or unregistered) arising from the provision of the Services;
“London Clearing Bank”	means the bank nominated by the Supplier pursuant to Clause 5(5);
“PCC”	means the Police and Crime Commissioner for Warwickshire of 3 Northgate Street, Warwick, CV34 4SP;
“Personal Data Breach”	shall have the meaning given in the Data Protection Legislation
“Portal”	means the system customers register with to apply, process and manage vetting applications.
“Purchase Order”	means the order form detailing the Customer’s order for Services;
“Schedule”	means any schedule to these Terms and Conditions;
“Service Levels”	means the levels of service required of the Supplier as set out in Schedule 1 and/or the Purchase Order;
“the Services”	means the services to be provided by the Supplier to the Customer as set out in Schedule 1 and/or the Purchase Order;

“the Supplier”	means the Chief Constable for Warwickshire of Police Headquarters, PO Box 4, Leek Wootton, Warwick, CV35 7QB and/or, to the extent set out in Clause 4.1, the Police and Crime Commissioner for Warwickshire of 3 Northgate Street, Warwick, CV34 4SP ; and
“Terms and Conditions”	means these terms and conditions as amended from time to time in accordance with Clause 24.
“UK GDPR”	has the meaning given in the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 and 2020.
Vetting Applicant	means an individual in respect of whom the Customer has requested the Supplier to carry out the Services

In these Terms and Conditions:

- 1.2 reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted;
- 1.3 words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies corporate and unincorporated; and (in each case) vice versa;
- 1.4 any reference to a party to the Contract includes a reference to his successors in title and permitted assigns;
- 1.5 the headings to the Clauses are for ease of reference only and shall not affect the interpretation or construction of the Contract.

2. Commencement and Duration

- 2.1 The Services may be purchased either:
 - 2.1.1 by the Customer pre-paying for the Services by debit or credit card; or
 - 2.1.2 at the discretion of the Supplier by means of a Purchase Order in which case the presentation of such Purchase Order to the Supplier shall constitute an offer by the Customer to purchase the Services in accordance with these Terms and Conditions

- 2.2 Where clause 2.1.2 applies, the Purchase Order shall only be deemed to be accepted when the Supplier either a) signs the Purchase Order or b) commences the provision of the Services (whichever is the earlier) at which point and on which date the Contract shall come into existence.
- 2.3 Where clause 2.1.1 applies, the Contract shall come into existence at the point the Supplier receives the payment from the Customer.

3. Services to be provided

- 3.1 The Supplier agrees to provide the Services in accordance with the Service Levels during the term of the Contract.
- 3.2 The Supplier has exercised and will continue to exercise all the reasonable skill, care and expertise in the provision of the Services, to be expected of a professionally qualified and competent authority experienced in the provision of services similar in size, scope, complexity and character to the Services.
- 3.3 The Supplier warrants that it has obtained all licences, permissions and consents required by it to enter into the Contract and to provide the Services.
- 3.4 The Supplier shall comply with all statutes, laws, regulations and by-laws as are applicable to it and/or the provision of the Services.

4. Police and Crime Commissioners

- 4.1 The PCC is party to the Contract (a) for the purpose of signifying the PCC's consent for the Supplier to enter into the Contract with the Customer as required under paragraph 7(2)(a) of Schedule 2 of the Police Reform and Social Responsibility Act 2011; and (b) in respect of the provisions under the Contract relating to, and associated with, charging for Services pursuant to the PCC's powers under section 1 of the Local Authorities (Goods and Services) Act 1970.

5. Charges and Payment

- 5.1 In consideration of the provision of the Services, the Customer agrees to pay the Supplier the Charges.
- 5.2 Where the Services are purchased by Purchase Order in accordance with clause 2.1.2, each invoice will be paid by the Customer within thirty (30) days of the Customer's receipt of such invoice. Where Services are purchased on invoice, the Supplier will charge an administration fee in addition to the Charges which shall be 4% of the Charges payable for the Services. The administration fee shall be identified separately on the invoice.

- 5.3 The Charges are exclusive of Value Added Tax which shall be paid by the Customer at the rate and in the manner for the time being prescribed by law.
- 5.4 Where the Customer makes any urgent request for the Supplier to provide the Services, the Supplier will consider such requests on a case by case basis and reserves the right to make an additional charge for such Services. The level of the additional charge shall be at the sole discretion of the Supplier and shall be agreed in advance in writing by the parties.
- 5.5 If any sum payable under the Contract which is not the subject of a bona fide dispute is not paid within fourteen (14) days after the due date then (without prejudice to the Supplier's other rights or remedies), the Supplier reserves the right to suspend the provision of the Services (provided that it shall first have given the Customer not less than fourteen (14) days' prior written notice of its intention to do so) and/or to charge interest on such sum on a day to day basis (after as well as before any judgment) from the date or last date for payment thereof to the date of actual payment (both dates inclusive) at the rate of four (4) per cent above the base rate of Lloyds Bank plc (or such other London Clearing Bank as the Supplier may nominate) from time to time in force, compounded quarterly.
- 5.6 Vetting Applicants will have 90 days to complete their vetting form starting from the date that the vetting form is generated by the Customer. If the Vetting Applicant has not completed their vetting form within the 90-day period, it will automatically expire and be deleted from the Portal. If the Customer wishes to reinstate the vetting form for that Vetting Applicant after expiry, a new application must be requested and paid for. The cost of expired applications will not be refunded.

6. Intellectual Property Rights

- 6.1 Save in relation to any materials created by or licensed to the Customer prior to or outside the scope of the Contract (the ownership of which shall be unaffected by any provision in the Contract), the Supplier shall own all Intellectual Property Rights in all other materials produced for the Customer by the Supplier pursuant to the Contract. For the avoidance of doubt the Supplier shall not acquire any Intellectual Property Rights in the Customer's name and logo.
- 6.2 Ownership of all Intellectual Property Rights in any information, materials or other property supplied to the Supplier by the Customer shall remain vested in the Customer. The Customer shall grant or procure the grant of a licence to the Supplier to utilise such information, materials or property to the extent required for the provision of the Services.

7. Contract Management

- 7.1 Unless the Supplier otherwise appoints a nominated representative, the main point of contact for the Supplier in respect of all day to day matters relating to the supply of the

Services and/or the Contract shall be via email at vetting.unit@warwickshire.police.uk.

- 7.2 The Customer shall appoint a nominated representative who shall act as the main point of contact for the Customer in respect of all day to day matters relating to the supply of the Services and/or the Contract.
- 7.3 The Parties' nominated representatives shall (if applicable) meet at such intervals as they shall determine in order to discuss the progress being made in relation to the provision of the Services and any disputes or disagreements which may have arisen (which shall, if necessary, be escalated for resolution pursuant to Clause 25).

8. Limitation of Liability

- 8.1 Neither party excludes or limits liability for death or personal injury caused by that party's negligence, or any other liability that cannot be excluded or limited by law.
- 8.2 Subject to Clause 8.1 above and Clause 12.6, the total liability of either Party (whether under this Contract or by reason of tort (including negligence) or statutory provision) arising out of or in connection with this Contract shall in no circumstances exceed the value of the Contract.
- 8.3 In no event shall either Party be liable to the other for:
- 8.3.1 indirect or consequential loss or damage; and/or
 - 8.3.2 loss of profits, business, revenue, goodwill or anticipated savings.
- 8.4 The Parties expressly agree that neither Party shall be entitled to an order for specific performance to enforce any provision hereunder.

9. Insurance

- 9.1 The Supplier shall hold and maintain insurance policies during the continuance of the Contract, with a reputable insurance company as follows:
- 9.1.1 Professional indemnity insurance with a minimum sum of one million pounds sterling (£1,000.000) in respect of any one event or series of connected events;
 - 9.1.2 Public Liability insurance with a minimum sum of five million pounds sterling (£5,000.000) in respect of any one event or series of connected events; and
 - 9.1.3 Employer's Liability insurance with a minimum sum of five million pounds sterling (£5,000.000) in respect of any one event or series of connected events.

10. Service Levels

- 10.1 The Supplier shall use reasonable endeavours to achieve the Service Levels set out in Schedule 1.
- 10.2 The Supplier shall not be liable for any failure to achieve the required Service Levels to the extent that such failure results from:
- (a) a breach by the Customer of any of its obligations under the Contract which results in or contributes to the Service Level failure;
 - (b) an event of *force majeure* falling within the scope of Clause 27;
 - (c) any act, negligence or omission of a third party on which the Supplier is reliant to deliver the Services; or
 - (d) high volume of requests that impact on the capacity of the Supplier to deliver the Services.

11. Termination

- 11.1 The Contract may be terminated forthwith by either party on giving notice in writing to the other if the other party shall have a liquidator, receiver, administrative receiver or administrator appointed or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other party shall become subject to an administration or shall enter into a voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business.
- 11.2 The Contract may also be terminated forthwith by either party on giving notice to the other if the other party is in material breach of the terms of the Contract and has failed to rectify such breach (in the case of a breach capable of being remedied) within thirty (30) days of receiving a written notice requiring it to do so.
- 11.3 The Contract may be terminated forthwith by the Supplier on giving notice in writing to the Customer if the Customer shall undergo any change of control.
- 11.4 The Contract may be terminated forthwith by the Supplier on giving notice in writing to the Customer if the Customer fails to comply with its obligations set out in Paragraph 10.5, Schedule 1.
- 11.5 The Contract may also be terminated by either party at any time upon the giving of sixty (60) days' notice in writing to the other party.
- 11.6 Any termination under Clauses 11.1, 11.2, 11.3, 11.4, or 11.5 shall discharge the parties from any liability for further performance of the Contract. Upon termination, the Supplier will cease performance of the Services and all vetting clearances will lapse. The Supplier shall be entitled to be paid a reasonable sum for any work carried out by it prior to such termination and/or any costs unavoidably incurred by the Supplier as a result of such termination.

- 11.7 Any termination of the Contract (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
- 11.8 Upon termination of the Contract for any reason, the Supplier shall co-operate with and provide all reasonable assistance to the Customer to enable the orderly transfer of the responsibility for the provision of the Services to another police force.
- 11.9 Each party shall promptly return to the other party any of the other party's property, materials, data or Confidential Information that it then has in its possession or control to the representatives named within Paragraph 14, Schedule 1. The Customer shall immediately return or confirm destruction of the vetted employees' Vetting ID cards.

12. Data Protection and Freedom of Information

- 12.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. Schedule 3 sets out the scope, nature and purpose of processing of personal data by the Supplier under this Contract, the duration of the processing and the types of personal data (**Personal Data**, as defined in the Data Protection Legislation) and categories of data subject (**Data Subject**, as defined in the Data Protection Legislation).
- 12.2 The parties acknowledge that for the purposes of the Data Protection Legislation, both parties are a data controller (where **Data Controller** has the meaning as defined in the Data Protection Legislation).
- 12.3 Notwithstanding the general obligation under Clause 12.1, the Customer warrants and undertakes to the Supplier that:
- (a) The Personal Data has been obtained lawfully in accordance with the Data Protection Legislation;
 - (b) the Customer has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of the Contract;
 - (c) the personal data is accurate and the Customer shall keep the Personal Data fully up to date at all times during the continuance of the Contract.
- 12.4 Notwithstanding the general obligation under Clause 12.1, and only to the extent that the Supplier is processing the Personal Data as a data processor (where **Data Processor** has the meaning defined in the Data Protection Legislation) it agrees:
- (a) to process the Personal Data only on the written instructions of the Customer unless the Supplier is required by law to process Personal Data;
 - (b) to ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and

against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (c) to take reasonable steps to ensure the reliability of all its employees who have access to and/or process the Personal Data and ensure that such employees are obliged to keep the Personal Data confidential;
- (d) not to disclose the Personal Data to any person, other than those of its employees, servants, agents or sub-contractors who require access to the Customer's Personal Data for purposes of the provision of the Services;
- (e) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (f) taking into account the nature of the processing, and the information available to the Supplier, assist the Customer in responding to any request from a Data Subject and in ensuring compliance with the Customer's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (g) notify the Customer without undue delay (and in any event within 48 hours where possible) on becoming aware of a Personal Data breach;
- (h) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by law to store the Personal Data; and

- (i) maintain complete and accurate records and information to demonstrate its compliance with this Clause 12.4 and allow for audits by the Customer or the Customer's designated auditor.
- 12.5 The Customer acknowledges that the Supplier may enter into contracts with subcontractors to undertake some or all of the processing of the Customer's Personal Data for the purposes of provision of the Services under the Contract.
- 12.6 Each party shall indemnify the other party against any loss or damage, which the other party may sustain or incur as a result of any breach by the other party or its employees or agents of the provisions of this clause. The total liability of either party arising out of or in connection with this clause shall in no circumstances exceed one million pounds sterling (£1,000.000).
- 12.7 When required to do by the Supplier, the Customer shall assist the Supplier at no additional charge in meeting its obligations under the Freedom of Information Act 2000 or any statutory modification or re-enactment thereof or any related guidelines or codes of practice.
- 12.8 The provisions of this Clause 12 shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

13. Confidentiality

- 13.1 From the date of the Contract and for a period of six (6) years after termination of the Contract each Party shall:
 - (a) keep confidential all Confidential Information;
 - (b) use the Confidential Information solely in accordance with its performance of the Contract and in particular, but without prejudice to the generality of the foregoing, not make any commercial use thereof or use the same for the benefit of itself or of any third party other than pursuant to the Contract or a further agreement with the other Party;
 - (c) not disclose the Confidential Information to any person other than those of its employees, directors, advisors, professional advisors, sub-contractors and suppliers who need to know the Confidential Information for the purposes of the Agreement or the Business (a "Recipient") and, at its cost, shall ensure that each Recipient is subject to a duty of confidentiality; and
 - (d) at the request of the disclosing Party or at the conclusion of its authorised use, or upon termination of the Contract, return to the disclosing Party all documents and materials (and all copies thereof) containing the other Party's Confidential Information, erase all Confidential Information from their computer systems (to the extent possible) and certify in writing to the other party that it has complied with the requirements of this Clause.
- 13.2 This Clause 13 does not apply to Confidential Information which:

- (a) is in or comes into the public domain other than by breach of the Contract or of any obligation of confidence owed by the receiving Party or a Recipient to the disclosing Party;
- (b) the receiving Party can show it knew prior to disclosure by the disclosing Party;
- (c) was subsequently disclosed to the receiving Party lawfully by a third party who did not obtain the same (whether directly or indirectly) from the disclosing Party;
- (d) was subsequently independently developed by the receiving Party without the use of Confidential Information of the disclosing Party; or
- (e) is required by either House of Parliament or any other parliamentary body or by any court of competent jurisdiction or by a governmental or regulatory agency to be disclosed or where there is a legal right, duty or requirement to disclose, provided that where possible and without breaching any such requirement, 7 days' notice are given to the disclosing Party of any such disclosure.

14. Waiver

No forbearance, delay or indulgence by either party in enforcing the provisions of the Contract shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

15. Assignment

Neither party shall assign or otherwise transfer the Contract or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other party.

16. Subcontracts

The Supplier may enter into any sub-contract with any other policing body for the performance of any part of the Contract and in this event the Supplier will notify the Customer of the sub-contracts it enters into with any other policing bodies. The Supplier will use reasonable endeavours to ensure that sub-contractors are bound by the terms and conditions of the Contract.

17. Publicity

- 17.1 Subject to Clause 17.2 no announcement or public statement concerning the existence, subject matter or any term of the Contract shall be made by or on behalf of any Party without the prior written approval of the other Party.
- 17.2 This Clause 17 shall not apply to any announcement, public statement or circular by any party made as part of parliamentary proceedings or required by law, a securities exchange, either House of Parliament or other parliamentary body, or a regulatory or governmental body to which such party is subject, including the rules of stock exchange, in which case the Party concerned shall, make all reasonable attempts to agree the contents of such announcement or statement with the other Party before making the announcement or statement.

18. Severability

Notwithstanding that the whole or any part of any provision of the Contract may prove to be illegal or unenforceable, the other provisions of the Contract and the remainder of the provision in question shall remain in full force and effect.

19. Third Parties

- 19.1 Subject to Clause 19.2, the parties confirm their intent not to confer any rights on any third parties by virtue of the Contract and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract.

20. Right to Set Off

The Supplier reserves its right at Common Law and in Equity to set off against its indebtedness to the Customer any debt owed to it by the Customer and any liability damage loss costs charges and expenses which it has incurred in consequence of any breach by the Customer of the Contract or any other contract or agreement made between the parties.

21. Notices

All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in the Contract. Any such notice may be delivered personally or by first class pre-paid letter or email and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting and if by email when despatched.

22. Equal Opportunities

The Parties shall not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 or any other Act of Parliament or Regulations or statutory modification or re-enactment thereof relating to non-discrimination in employment.

23. Entire Agreement

- 23.1 The Contract supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof (save that neither party seeks to exclude liability for any fraudulent pre-contractual misrepresentation upon which the other party can be shown to have relied).
- 23.2 These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

24. Variation

The Supplier may amend or update these Terms and Conditions from time to time by notice to the Customer save that the amended Terms and Conditions shall not take effect for sixty (60) days from the date of the notice or such earlier date as agreed by the Customer.

25. Law

The Contract shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English Courts.

26. Disputes

- 26.1 In the event of any disagreement or dispute between the parties arising out of any matter relating to or arising out of the Contract, the parties shall in the first instance seek to resolve the matter by discussions between the Customer's and the Supplier's nominated representatives. In the event that they are unable to resolve the disagreement or dispute within 10 working days, it shall be referred for resolution to the parties' senior representatives.
- 26.2 If the disagreement or dispute is not resolved within 30 working days (or such other period agreed by the parties) of it being referred to the parties' senior representatives

or if either party believes that it is unlikely to be resolved in this manner, the matter may by agreement between the parties be referred to mediation.

- 26.3 If the disagreement or dispute is not resolved pursuant to either Clause 26.1 or 26.2 above, either party may by written notice to the other require that the matter be referred to mediation for resolution in accordance with the Centre for Effective Dispute Resolution ('CEDR') Model Mediation Procedure. The mediator shall be appointed by agreement between the parties or, in default, be a mediator nominated by CEDR. The

costs of the mediation shall be borne equally by the parties. In the event that the mediation fails to resolve the dispute within a reasonable period, then either party may by written notice to the other require that the matter be referred to an arbitrator for resolution. The arbitrator shall be appointed by agreement between the parties or, in default of agreement, by the President for the time being of the Law Society and both parties shall at their own cost afford the arbitrator with such assistance as he/she may reasonably request in connection with the resolution of the disagreement or dispute. The arbitrator shall be instructed to provide his/her decision as soon as reasonably possible. Unless otherwise directed by the Arbitrator in the context of his/her decision, the costs of the arbitrator shall be borne equally by the parties. The decision of the arbitrator shall be final and binding upon the parties.

- 26.4 In all other circumstances all disputes arising under or in relation to the Contract shall be the subject to the exclusive jurisdiction of the English Courts.

27. Force Majeure

- 27.1 Notwithstanding anything else contained in the Contract, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control (including without limitation any delay caused by any act or omission of the other party) provided however that any delay by a sub-contractor or supplier of the party so delaying shall not relieve that party from liability for delay except where such delay is beyond the reasonable control of the subcontractor or supplier concerned. Subject to the party so delaying promptly notifying the other party in writing of the reasons for the delay (and the likely duration of the delay), the performance of such party's obligations shall be suspended during the period that the said circumstances persist and such party shall be granted an extension of time for performance equal to the period of the delay. Save where such delay is caused by the act or omission of the other party (in which event the rights, remedies and liabilities of the parties shall be those conferred and imposed by the other terms of the Contract and by law):

- (a) any costs arising from such delay shall be borne by the party incurring the same;
- (b) either party may, if such delay continues for more than 12 weeks, terminate the Contract forthwith on giving notice in writing to the other in which event neither party shall be liable to the other by reason of such termination save that the Customer shall pay the Supplier a reasonable sum in respect of any work

carried out by it prior to such termination and for that purpose the Supplier may deduct such sum from any amounts previously paid by the Customer under the Contract (the balance (if any) of which shall be refunded to the Customer whether paid by way of a deposit or otherwise);

- (c) and both parties will in any event use all reasonable endeavours to mitigate the impact of any event of force majeure and to recommence performance of their obligations under the Contract as soon as reasonably possible.

SCHEDULE 1

THE SERVICES

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1. Introduction

This Schedule 1 outlines the levels and specific components of the Services that the Supplier shall deliver to the Customer and the obligations of the Customer in support of delivery of those Services.

2. Definition of Service

The Supplier shall be responsible for the following activities:

- 2.1 Acknowledgment of receipt of all applications.
- 2.2 Vetting in accordance with the Code of Practice and APP Vetting (both initial clearance and after care).
- 2.3 The processing, retention and disposal of records and management of appeals.
- 2.4 Communication with the Customer's nominated representatives.
- 2.5 Quality Assurance.
- 2.6 Production of Management Records.
- 2.7 Escalation of Incidents and Problem.
- 2.8 Provision of a certificate of vetting for individuals which will be acceptable to all forces in England, Wales and Scotland.

The Customer shall be responsible for the following activities:

- 2.9 Confirming to the Supplier that they hold a contract (or sub-contract) with one or more UK Police Forces or with government, evidence to be provided on request.
- 2.10 the Customer is obliged to read and understand all guidance supplied and complete all necessary forms as the Supplier may direct the Customer to complete to enable the delivery of Services.
- 2.11 To appoint a single point of contact in respect of all matters pertaining to the Services and to provide to the Supplier up to date contact information (including landline and email address as a minimum). Where the Customer changes the single point of contact for whatever reason, updated information regarding their replacement shall where possible be provided in advance of the proposed change but in any case no less than five working days following such change.
- 2.12 To accurately submit to the Supplier details of any Vetting Applicants.

- 2.13 To duly submit regular Renewal/Change of Circumstances Form in accordance with paragraph 10.2.
- 2.14 Where the Supplier notifies the single point of contact of an employee failing the Vetting process, to assume responsibility for managing the employee's activities or supporting any appeal that may be made under paragraph 11.
- 2.15 On request provide to the Supplier an indicative demand forecast for future Vetting requirements.

3. Hours of Service & Process for Submitting Requests

- 3.1 The standard hours where the Supplier's Vetting Unit will be available are as follows:
Service Hours Monday to Friday – 09:00 – 17:00 hrs (excluding Public Holidays)
- 3.2 During these hours, the Service will operate and applications will be logged and responded to.
- 3.3 Outside of these standard hours, clearances will be at the discretion of the Supplier.

4. Service Levels

- 4.1 The Services provided can be viewed on the internet at:
www.warwickshire.police.uk/police-forces/warwickshire-police/areas/warwickshire-police/about-us/about-us/police-national-vetting-service/authorised-portal-users
- 4.2 The Supplier shall use reasonable endeavours to meet the Service Levels but does not guarantee that the Services will be provided within that timescale. Where the PCC relies on the services of third parties in delivery of the Services, the Supplier shall not be held liable for any delays caused by those third party providers for the Supplier being unable to meet the Service Levels.

5. Escalation Process

- 5.1 The Supplier will endeavour to resolve the Customer's requests as per defined timelines. Where this is not possible, the following system of internal escalation process will operate.
 - 5.1.1 Vetting staff will inform the Vetting Supervisor if there is a risk that time commitments may not be met (e.g. at 85% of the SLA timeline).
 - 5.1.2 A review process will be undertaken by the Vetting Development Manager of all applications.

5.1.3 The Vetting Development Manager will undertake to carry out contact with other Forces.

5.2 Where an incident has not been resolved within given timescales and where the response has fallen outside the SLA targets, the Vetting Development Manager will notify the Customer of progress on a regular basis.

6. Consent – Application Form

6.1 The agreed Application/Consent Form must be completed in all instances.

6.2 Vetting Applicants must fully understand and consent to the process taking place and shall be required to confirm this by completing the declaration on the Application/Consent Form.

6.3 Vetting Applicants should be made aware that it is their responsibility to inform all persons named in the application that their personal data has been provided to the Warwickshire Police Vetting Unit and will be processed in connection with the Vetting Applicant's request for vetting.

7. Retention and Disposal of Records

7.1 The Supplier's Vetting Unit will assume responsibility for all vetting procedures and will maintain a record of all Customer personnel subject to the vetting procedures.

7.2 In retaining vetting documentation, Data Protection Legislation requires that personal data be held for no longer than is absolutely necessary. An efficient Aftercare policy (see section 10) will ensure that the holding of all personal data is reviewed regularly and kept no longer than necessary.

7.3 Documentation will be held confidentially for the following minimum periods:

7.3.1 During the life of the any individuals' contract of employment with the Customer or Sub-Contractor and up to 1 years after its termination.

7.3.2 6 year after any vetting clearance is refused or revoked.

7.3.3 Where an application is not proceeded with for any reason, the record will be kept for a period of a year.

7.3.4 If an individual is deceased, the records shall be kept for a minimum period of 1 year after notification of the death of an individual.

8. National Police Checks

- 8.1 The Customer will undertake a positive authentication check for each of the Customer's employees and their sub-contractors in relation to whom an application is submitted. This would typically involve activities such as positive identification against photo ID's such as passport or driving licence, and right to work checks in accordance with the Immigration, Asylum and Nationality Act 2006.
- 8.2 Once completed the following additional checks will be undertaken by the Supplier:
- 8.2.1 Criminal Conviction checks
 - 8.2.2 Civil order/convictions
 - 8.2.3 Financial checks
 - 8.2.4 Intelligence checks
- 8.3 Except at the discretion of the Supplier in accordance with Code of Practice and APP Vetting, no vetting clearance shall be provided in respect of any person who has been resident in the United Kingdom for less than three (3) years and no vetting clearance shall continue for any vetted person who ceases to be resident in the United Kingdom.
- 8.4 Vetting clearances are based on information, records and intelligence provided by others, including financial check providers, other forces in the Police National Computer (PNC) and the Police National Database (PND) and Counter Terrorism Units, and the Supplier is not responsible for any delay, failure or omission by anyone else to provide relevant information, records and intelligence.

9. National Security Checks including CTC

- 9.1 All vetting shall be to the minimum of SC level and higher if required.

10. Aftercare

- 10.1 Vetting clearances are based on a 'snapshot in time' and as such do not provide a guarantee of future reliability.
- 10.2 A Security Renewal/Change of Circumstances Form shall be completed when required by the Customer or at the request of the Vetting Development Manager for each employee and endorsed by the Customer's authorised representatives and forwarded to the Vetting Unit.

- 10.3 The Customer shall not permit any employee to work within the police service or to have access to police or government assets requiring Vetting status if they have not been vetted or if their Vetting status has been terminated, revoked or has expired.
- 10.4 The Customer shall inform their employees that failure to notify any relevant changes will result in the withdrawal of their vetting clearance. Under such circumstances the Supplier may, on a discretionary basis, permit an individual's Vetting status to be reinstated provided that there are adequate mitigating circumstances and that the passage of time is not deemed unreasonable. The decision of the Supplier in such circumstances is final.
- 10.5 The Customer must promptly advise the Supplier of details of any vetted employees who have left their organisation and the Customer will also ensure that it confirms destruction of the vetted employees Vetting ID cards. The requirements of this paragraph 10.5 shall also apply to any individuals who have obtained clearance through the Customer's organisation.
- 10.6 The Supplier considers security to be of a paramount importance and would consider a failure of the Customer to comply with its obligations under paragraph 10.4 (above) as a security breach (Customer Security Breach). In the event that the Customer fails to comply with paragraph 10.5 (above), the Supplier shall have the right to terminate the Agreement. The Supplier may also, as its option, inform other police forces who have contracts with the Customer of the Customer Security Breach.

11. Appeals Process

- 11.1 It should be noted that normally persons applying for access to the police community have no right of appeal against refusal to provide vetting clearance.
- 11.2 All requests for appeals against decisions to refuse, limit or withdraw vetting clearances must be made in writing directly to the Supplier's Vetting Development Manager by the vetting applicant within 28 days of receipt of written notification of the decision. For the avoidance of doubt any permitted appeals shall be limited to one per individual.
- 11.3 Where an appeal is permitted, the Appeals Committee chaired by the Deputy Chief Constable will normally review the original decision within 28 days of receipt of the letter requesting a review and provide the vetting applicant with a written statement outlining the result of the review being whether the vetting clearance has been granted or refused, limited or withdrawn. No further detail or guidance will be provided. The applicant will be informed in the event that the review will take longer than 28 days to conduct. The decision reached will be final and conclusive.
- 11.4 The Customer will not be provided with the reasons for the decision to refuse, limit or withdraw vetting clearance except at the discretion of the Supplier. The vetting applicant will be informed of the reasons on request, unless there is valid reason not to do so (such as where providing the reasons would damage national security, result in breaking any law, frustrate the prevention or detection of crime, impede the

apprehension or prosecution of offenders, result in the disclosure of sensitive information, or breach the confidentiality of any information provided in confidence). Where the Supplier decides not to provide the vetting applicant with full rationale, it will give the vetting applicant as much information as possible in accordance with the Code of Practice and APP Vetting.

12. Service Review Meetings

12.1 Regular Service Review meetings may be required between the Supplier's Service Management Team and the Customer's Representatives. The purpose of such meetings will be to review all the component parts of the service reports (if requested), identify any opportunities for service/process improvements and monitor progress on any previously identified improvements.

12.2 The frequency of such meetings will be agreed between the Customer and Supplier's representatives, however as a general rule it is suggested that:

12.2.1 For customers with a substantial requirement for services (e.g. 100+ vetting applications) a **quarterly** meeting between the Supplier's Service Management team and the Customer's Representatives may be appropriate.

12.2.2 For Customer's with a lesser requirement for services, a **Half-Yearly** or **Annual** meeting is likely to be sufficient.

12.3 The frequency of such reviews may change over time, as mutually agreed between the parties.

12.4 Either party may request ad-hoc meetings at any time, although the Supplier reserves the right to review this provision should the frequency of requests become onerous in the reasonable opinion of the Supplier.

13. Contact Points

13.1 Please refer to the internet for contact points on the internet:

www.warwickshire.police.uk/police-forces/warwickshire-police/areas/warwickshire-police/about-us/about-us/police-national-vetting-service

SCHEDULE 2

PRICES, INVOICING & PAYMENT

1. Prices

- 1.1 The PCC shall charge a single price (exclusive of VAT) per application in accordance with the schedule of prices which can be found at:

www.warwickshire.police.uk/police-forces/warwickshire-police/areas/warwickshire-police/about-us/about-us/police-national-vetting-service/authorised-portal-users

2. Price Variation

- 2.1 The prices will be subject to regular review by the PCC.
- 2.2 Where the PCC varies the price for the Services, the Customer shall be notified no less than thirty (30) days in advance of such change taking effect.
- 2.3 All applications shall be charged in accordance with the prices valid at the date that the Application was submitted.

3. Invoicing and Payments

- 3.1 At the point of application, the Customer shall pay for all requested applications received. The Supplier shall not commence delivery of the Services until the PCC has received payment in full and should be borne in mind by the Customer when planning deployment of employees to contacts.
- 3.2 Unless upon the prior written agreement of the Supplier, the Customer shall make pre-payment for the Services by card.
- 3.3 Subject to clause 3.2, the Customer shall pay all invoices issued by the PCC promptly and in any event within thirty (30) days of receipt of the invoice. Failure to pay on time will result in the Supplier ceasing to process applications on behalf of the Customer until such time all outstanding monies are paid in full.
- 3.4 Any charges disputed by the Customer must be brought to the attention of the PCC at the earliest opportunity but in any event within twenty (20) days of receipt of the invoice.

SCHEDULE 3 PROCESSING, PERSONAL DATA AND DATA SUBJECTS

Description	Details
Subject matter of the processing	There are two vetting regimes in the police service: • Force vetting – designed to protect police and government assets; and • National Security Vetting (NSV) – designed to protect government assets. The processing enables an assessment to be made as to the suitability of the vetting applicant to gain access to police and government assets by way of undertaking appropriate checks of the vetting applicant, relatives, guardians, friends, business partners, associates and any individuals necessarily identified in the course of police enquiries. The checks are undertaken by accessing national and local police systems and financial information in order to establish any issues relating to past cautions, convictions, family, lifestyle, financial and social circumstances. The vetting checks are undertaken during the duration of this Contract (5 years). Thereafter the personal data is stored by the Supplier.
Duration of the processing	The personal data is retained by the Supplier for the duration of the vetting applicant's employment with the Customer for which he or she needs vetting clearance and for 6 years thereafter.

Nature and purposes of the processing	The nature of the processing involves the collection of the personal data from the Customer; collating information from systems; recording and storing and retaining information on the data subject and associates. The processing also involves carrying out searches against the identity of the data subjects on the national and local police systems. The purpose of the processing is to establish any issues relating to past cautions, convictions, family, lifestyle, financial and social circumstances of the vetting applicant to assess the suitability of the vetting applicant to gain access to police and government assets. Everyone working in a police environment will be vetted to the requisite level. This includes those who: • Have unrestricted or unsupervised access to police information, assets or estates • Have access to force or national police systems, be that directly or remotely • Act as a representative of the police service Have the power to make or significantly influence strategic decisions in the police service, and includes members of partner agencies
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Type of Personal Data	In relation to the vetting applicant: • Name (including former names); • Current address and addresses for past 5 years; • Date of birth and place of birth; • NI number; • Telephone number; • Image; • Email address; • Job title and details of any previous service in police / HM forces / HM gov.; • Financial information including bankruptcy/insolvency court orders; • Details of conflicting interests with the police; • Details of convictions; • Details of investigation by the police, military or other statutory prosecuting authorities; • Involvement in political / religious / racial / environmental / disruptive actions; • Protected characteristics within the meaning of the Equality Act 2010; and • Whether previous vetting has failed in the past.
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	In respect of the vetting applicant's associates (father, mother, siblings, partner, children, co-residents aged 10 years and over, friends, business partners and other relevant associates): • Name (including former names); • Date of birth and place of birth; • Address; • Occupation; • Criminal convictions; and • Other circumstances which may impact on vetting clearance for the vetting applicant.
Categories of Data Subject	Employees / agents / contractors of the Customer that has access to police and government assets across the UK.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	All data is kept for the period of the vetting applicant's employment with the Customer for which he or she needs vetting clearance and for 6 years thereafter. If the data subject is deceased, the data is kept for 1 year. The personal data is destroyed at the end of this period.