



# TERMS & CONDITIONS

## Definitions

"CRB"	refers to the Criminal Records Bureau
"A Disclosure"	is the document produced by the CRB providing details of a consenting individual's criminal convictions, cautions, reprimands and warnings held on the Police National Computer, records kept by the Department of Health, records kept by the Department of Education and Skills and Records kept by a Chief Constable pertaining to the Applicant's suitability to work with children or vulnerable adults.
"Umbrella body"	is an organisation registered by the CRB to countersign disclosure applications.
"The Company"	refers to "Completely CRB Ltd" which is the registered umbrella body.
"Completely CRB"	is a trading name referring to a Division of Completely CRB Ltd which processes applications for criminal record checks (disclosures).
"client "	is the organisation instructing us to act as a Criminal Records Bureau (CRB) Registered Umbrella Body, to apply for CRB Disclosures for persons named by them (Applicants) applying for roles which are exempted from the Rehabilitation of Offenders Act 1974.
"Responsible person"	is the person within the organisation who will be responsible for ensuring that the client organisation will comply fully with the CRB Code of Practice and ensure that all disclosure information passed to the Client will be used accordance with policy statements, based on the CRB models, relating to the secure storage, handling, use, retention and disposal of disclosures and disclosure information and the recruitment of Ex-Offenders.
"Applicant"	is the consenting individual for whom the client organisation seeks the Disclosure.

## Acting as an Umbrella Body

Acting as an Umbrella Body (one which countersigns applications and receives Disclosure information on behalf of other employers or recruiting organisations), we take all reasonable steps to ensure that our clients can comply fully with the CRB Code of Practice. We also take all reasonable steps to satisfy ourselves that they will handle, use, store, retain and dispose of Disclosure information in full compliance with the CRB Code and in full accordance with this policy. We also ensure that our clients, at whose request applications for Disclosure are countersigned, has such a written policy and provide a model policy for that body or individual to use or adapt for this purpose.

We do not retain the disclosure certificate or any information contained therein and only pass the certificate to the organisation requesting the disclosure on condition that the information contained therein is retained used, stored and disposed of in accordance with the guidelines issued by the Criminal Records Bureau and is not used for any other purpose.

We also take all reasonable steps to satisfy ourselves that our clients will treat all applicants for positions who have a criminal record fairly and not to discriminate unfairly against the subject of a Disclosure on the basis of conviction or other information revealed. We also ensure that our clients, at whose request applications for Disclosure are countersigned, has such a written policy and provide a model policy for that body or individual to use or adapt for this purpose.

## Limitations of Liability

The Company, can accept no responsibility for the accuracy of information provided by the Applicant, Client organisation or CRB and accept no liability for any loss incurred by the Client organisation, Applicant or any other party resulting from the use of this information in any way.

Disputes regarding information contained within a Disclosure should at first be directed in writing to The Company who will provide the Applicant with details of the CRB procedure for dealing with disputes.

The Company makes every effort to operate a timely process in obtaining Disclosures but can accept no liability for any losses incurred by the Client, Applicant or any other party due to the length of time taken to obtain a Disclosure.

The Company stringently applies the CRB process for verifying the identity of the Applicant, but a Disclosure should not be taken as a proof of identity and we therefore can accept no liability for losses resulting from mistaken identity.

The Company complies fully with the CRB Code of Practice for safeguarding information contained within Disclosures, but accept no liability for losses of any nature incurred by the Applicant, Client or any other party resulting from such information becoming known by persons unauthorised by the Applicant unless it can be shown that The company were negligent in their role as a CRB Umbrella Organisation.

The company's role is to process applications for criminal record disclosures. We do not give advice or make any recruitment decisions.

## Obligations of the Client

In utilising the services of the company the client asserts that they are entitled to request CRB and ISA checks for the purpose for which they are being carried out, in line with CRB guidelines and the CRB code of practice and that they are genuinely entitled to ask an exempted question for the purpose for which they are applying. It is the responsibility of the client to ensure that they are aware of the CRB code of practice and that they comply with CRB requirements and it is the responsibility of the client to ensure that CRB and ISA applications are carried out in line with CRB guidelines.

The client is responsible for carrying out the relevant identity checks required by CRB relating the applicant and that these have been carried out in accordance with CRB code of practice when sending applications to the company. The client is also responsible for ensuring the disclosure forms have been completed correctly and that the information submitted by the applicant is correct.

The client is required to have a written policy on file relating to disclosure information, the recruitment of ex-offenders and shall comply with all regulations regarding the safe handling of information. It is the clients responsibility to make sure the applicants have copies of the client's policies regarding these policies and all other information relating the disclosure application process.



The client shall use the disclosure application forms supplied by the company only for its own staff and shall not pass them to another individual, company or establishment.

The client shall take all reasonable steps to safeguard the rights of the applicant in carrying out disclosures.

The client agrees to pay for the services of the company in keeping with our current charges and that checks will not be carried out by the company until the correct payment has been received in full.

**Withdrawal of service**

The company reserves the right to cancel or withdraw its service at any time and/or refuse to process an application for a disclosure if we have cause to believe that a client organisation is not entitled to ask an exempted question, is acting illegally, is misusing disclosure information or is unable or unwilling to comply with the CRB code of practice.

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By utilising the services of Completely CRB, the client agrees to the above terms in full.