

MENCAP DBS SERVICE

TERMS AND CONDITIONS FOR INDIVIDUALS

If you wish Mencap Limited (“Mencap”) to process the relevant check on your behalf, the following terms and conditions set out the terms you agree to be bound by. The term “Us” or “We” refer to Mencap and the terms “You” or “Your” will refer to the individual making the application. Parties shall mean Us and You collectively.

SERVICES

Mencap provides a disclosure and barring service called **[Mencap DBS Service]**. By accepting these terms and conditions you confirm Your agreement to engage Mencap to process Your DBS application on Your behalf.

In order to start the DBS application process, You will need to decide which DBS check You require.

Once you have completed the online application form You acknowledge that it is Your exclusive responsibility to ensure that all data entered into the application form is accurate both as to content and spelling. You will accept responsibility for any inaccuracies, incorrect disclosure or any other error. In the event that you have not completed the application form correctly, you will need to complete a new form and pay the fee again. There will not be any full or partial refunds.

Mencap makes no guarantees as to the speed in which the disclosure and/or registration will be completed once the application is sent to the DBS.

Prior to the application form being sent to the Disclosure and Barring Service, Mencap will ensure that the correct check is being carried out. If it is discovered that the incorrect check is being carried out Mencap will accept no liability for this error. You, the applicant, agree to complete and pay for a new application.

Mencap will counter-sign the application and send it to the DBS.

If Mencap is unable to deliver a disclosure or registration in a timely manner to meet your deadline as result of any delay caused by the DBS, Mencap will not be liable for any losses incurred by You.

FEES AND PAYMENT

You shall pay for the services prior to submitting your application form in accordance with the following rates:

Mencap Administration Fee	£19.50
Standard DBS	£26.00
Enhanced DBS	£44.00
DBS Adult First Check	£6.00
External Validation	£5.00

Cancellation Administration Fee £5.00 (prior to application to the DBS)

These rates are exclusive of value added tax (VAT). We reserve the right to review the rates on a regular basis and shall be entitled to increase them.

The fee shall be paid online using SagePay

The DBS do not charge for DBS checks for purely voluntary roles however, the administration fee (above) plus VAT will be applied. We reserve the right to increase the administration fee for volunteers without notice.

We are unable to cancel an application which been sent to the DBS. If You have any questions regarding an application, please contact the DBS team.

DISPUTE RESOLUTION

You agree that any complaint, dispute or difference of opinion or the performance by either Party of its obligations in these terms and conditions shall be, explicitly in the first instance, resolved between Mencap and You.

If the issue continues to remain unresolved the matter should be referred to an independent mediator.

DATA PROTECTION

Mencap shall take on the role of Data Processor within the meaning of the Data Protection Act 1998 where it becomes knowledgeable about personal data passed to it either by You or the DBS.

All personal information exchanged between the Parties shall be treated as confidential and this responsibility shall continue beyond the duration of these terms and conditions.

OTHER PROVISIONS

Each Party acknowledges that, in entering into these terms and conditions, it has not relied on, and shall have no right or remedy in respect of, any statement, representations, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these terms.

Nothing in these terms and conditions shall be read as suggesting that there is any joint venture, principal and agent relationship or partnership between Mencap and You.

A person who is not a party to these terms and conditions has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term set out herein.

All notices which are required under these Terms and Conditions shall be in writing and shall be in writing by email to the following email address **DBS.Enquiries@mencap.org.uk**

These terms and conditions are governed by English law and any dispute arising in connection with it will be subject to the exclusive jurisdiction of the High Court of England and Wales.

By ticking the box below and submitting these online Terms and Conditions You agree to the terms and conditions set out above.

I agree* ☐