

MENCAP DBS SERVICE TERMS AND CONDITIONS FOR ORGANISATIONS

If you wish Mencap Ltd (“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 term “You” or “Your” will refer to the Organisation making the application. The term “DBS” refers to the Disclosure and Barring Service and “Capita” refers to the third party supplier of the E-bulk application system. Parties shall mean Us and You collectively.

SERVICES

Mencap are registered with the DBS as an Umbrella Organisation to provide 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 employees DBS applications on Your behalf.

Before You start the DBS application process, You will need to ensure that You are legally entitled to request either a Standard or Enhanced DBS. You can only request a DBS for an individual who is contracted into paid or voluntary employment with You.

[If You require a Basic disclosure check, this will be carried out by Capita. Capita are the umbrella body responsible for countersigning the Basic disclosure applications.](#)

Where possible Your employee should complete the online DBS application themselves in the event that this is not possible it will necessary for You to obtain signed confirmation from the employee that they have provided You with their personal data and that it is true and accurate data, so as to enable You to complete the DBS application on their behalf.

You should only appoint appropriate senior employees within Your organisation to complete the ID checks for Your DBS applications. The ID checker is legally responsible for ensuring that the ID checking is completed in line with the ID checking procedures set out by the DBS.

You will accept responsibility for ANY inaccuracies, incorrect disclosure or any other error. In the event that You have not checked the application correctly, You will need to complete a new form and pay the fee again. There will be no full or partial refunds.

Mencap makes no guarantee as to the speed in which an DBS application will be completed once the application has been sent to the DBS.

Prior to a DBS application being sent to the DBS, Mencap will ensure that the correct check is being carried out. Mencap will adjust the type of disclosure requested or withdraw any applications where insufficient evidence is provided to support eligibility of an application. Mencap will countersign eligible applications and send it to the DBS. Mencap accepts no responsibility for incorrect information being provided which results in a non-eligible application being requested.

If Mencap is unable to deliver a disclosure or registration within Your timeframe as a result of any delay caused by the DBS or Capita, Mencap will not be liable for any losses incurred by You.

FEES AND PAYMENTS

You shall pay for the service in accordance with the following rates:

| | |
|---------------------------|--------|
| Mencap Administration Fee | £23.40 |
| Standard DBS | £18.00 |
| Enhanced DBS | £38.00 |
| DBS Adult First Check | £6.00 |
| External Validation | £5.00 |
| Basic Disclosure | £18.00 |

(All fees for Basic disclosures will be taken before the application is submitted to Capita for processing.)

Cancellation Administration Fee £5.00 (prior to application submission 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 adjust them.

The fee shall be invoiced by Mencap and shall be paid by You within 30 days of receipt of the invoice. Payment shall be made by BACS credit transfer or by online payment 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 adjust the administration fee for volunteers without notice.

DISPUTE RESOLUTION

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

If the issue cannot be resolved, the Parties agree that the matter be referred to senior members of each organisation.

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

DATA PROTECTION

The Parties acknowledge that for the purposes of the Data Protection Legislation, You are the Data Controller and We are the Data Processor. As Data Controller You have a statutory responsibility for the security of all personal data which is processed by the Data Processor ("Personal Data").

We shall process Personal Data only in accordance with instructions from You and only to the extent and in such manner as is necessary for the administration of these terms and conditions, or as required by law of any regulatory body.

The Parties will comply with the obligations contained in the Data Protection Act 2018 and any subsequent amendments, and will ensure that we will implement appropriate technical and organisational measures to protect the Personal Data from unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure.

In the event of any actual or suspected breaches of information security We shall contact You as soon as possible after the report or detection of the incident.

We shall not disclose the Personal Data to any third party other than at the request of You or as provided for in these terms and conditions.

We shall ensure that access to the Personal Data is limited to:

- those employees who need access to the data to meet Mencap's obligations under these terms and conditions; and
- in the case of any access by any employee, such part or parts of the Personal Data as is strictly necessary for performance of that employee's duties.

We shall ensure that all employees:

- are informed of the confidential nature of the Personal Data;
- have undertaken training in the laws relating to handling personal data; and
- are aware both of the duties and obligations under such data protection laws and 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 sent 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*