



Isle of Man Vetting Bureau

Registration Agreement

Between

Isle of Man Vetting Bureau

Operated by the Isle of Man Government Department of Home Affairs

And

(please enter your organisation's name in the space provided)

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THE AGREEMENT

1. Purpose of the agreement

1.1 This agreement sets out the expectations and responsibilities of both the Isle of Man Vetting Bureau (IoMVB) and the Registered Organisation identified within this agreement, on whose behalf the IoMVB will countersign Disclosure and Barring Service (DBS), and Disclosure Scotland, disclosure applications.

2. Definitions

2.1 This agreement is dated the _____, 20_____

Between:

The 'Service Provider': The Isle of Man Vetting Bureau, whose address for service is Department of Home Affairs Headquarters, Tromode Road, Douglas, Isle of Man, IM2 5PA

and

The 'Registered Organisation':

Name: _____

Address: _____

Together referred to as 'the parties'.

The Registered Organisation is a:

Public Sector Employer

Private Sector Employer

Registered Charity

Other (Please state) _____

3. Supply of Services

- 3.1 The Service Provider from the date of notice of confirmation of registration, as and when requested by the Registered Organisation, will supply the services specified in Schedule 1 of this agreement entitled Service Guidance (the services) upon the terms and conditions set out below.
- 3.2 Services will be supplied in accordance with the structure of fees detailed in Schedule 4: Payment Provisions.
- 3.3 The Service Provider reserves the right to amend fee charges in accordance with DBS or Disclosure Scotland fee changes.

4. Service Provider Obligations

- 4.1 The Service Provider will process and countersign Disclosure Applications on behalf of the Registered Organisation, identified within this Registration Agreement, in accordance with its responsibilities as a Disclosure Scotland and DBS Registered Body.
- 4.2 The Service Provider will supply any necessary training to the Registered Organisation relevant to the Disclosure Application Process.
- 4.3 The Service Provider will act in accordance with Schedule 1 attached to this Agreement entitled 'Service Guidance' and the conditions outlined therein.

5. Registered Organisation's Obligations

- 5.1 The Registered Organisation will confirm to the Service Provider that it is likely to ask exempted questions under the Rehabilitation of Offenders Act 1974 (UK legislation) and that a corresponding question and purpose is also provided for in the Rehabilitation of Offenders Act 2001 and the Rehabilitation of Offenders Act (Exceptions) Order 2001.
- 5.2 The Registered Organisation will act in accordance with the principles contained within the Schedule 2 attached to this agreement entitled, 'The Recruitment of People with a Criminal Record' and supply the Service Provider with a copy of the Registered Organisation's policy in this regard.
- 5.3 The Registered Organisation will act in accordance with the Schedule 3 attached to this agreement entitled 'The Review, Retention and Disposal of Sensitive Information' and supply the Service Provider with a copy of the Registered Organisation's policy in this regard.
- 5.4 The Registered Organisation will nominate as Identity Checkers persons who hold a responsible position within the organisation and who can be held accountable for the corroboration of the identity of the subject of the disclosure application and will be trained by the Service Provider.
- 5.5 The Registered Organisation will nominate as Disclosure Recipients persons who hold a responsible position within the organisation and who can be held accountable for the security and handling of the information contained within a disclosure certificate application and will be trained by the Service Provider.

- 5.6 The Registered Organisation will take all necessary steps to comply with the provisions of the DBS Code of Practice.
- 5.7 The Registered Organisation will nominate an individual within their organisation with an appropriate level of responsibility to sign this Agreement.

6. Relationship between Parties

- 6.1 The Registered Organisation accepts that in requesting the Service Provider to countersign disclosure application on its behalf, the Service Provider, as a Disclosure Scotland and DBS Registered Body, has a responsibility to ensure, as far as is reasonably practicable, that the Registered Organisation will comply with all the requirements made upon the Service Provider by Disclosure Scotland or the DBS with respect to the DBS Code of Practice and other DBS procedures, processes and policy statements.
- 6.2 The Registered Organisation will undertake to inform the Service Provider of any changes of organisation, personnel, policies or procedures that could affect their ability to work within these requirements.
- 6.3 The Service Provider has provided in the Schedules attached to this Agreement information pertaining to the working practices that must be adopted by the Registered Organisation to ensure that their conduct is compliant with the DBS Code of Practice. The Service Provider will supply advice and training relevant to the Disclosure application process, as specified in the Service Guidance.
- 6.4 The Service Provider may conduct an audit of procedures and may contact the Applicant as part of the audit.

7. Duration

- 7.1 This agreement will remain in force until determined by:
 - 7.1.1 The Service Provider no longer having DBS Registered Body Status.
 - 7.1.2 Either party serving notice on the grounds listed in, and in accordance with, this agreement.
- 7.2 The Service Provider may terminate this Agreement immediately upon service of written notice upon the Registered Organisation to that effect if the Service Provider believes:
 - 7.2.1 The Registered Organisation is not entitled to ask exempted questions;
 - 7.2.2 The Service Provider has legitimate concerns over the handling of Disclosure information by the Registered Organisation;
 - 7.2.3 The Registered Organisation is unable to fully adhere to the DBS Code of Practice;
 - 7.2.4 The Registered Organisation is otherwise in breach of its obligations under this Agreement (particularly, but not confined to, clauses 5 and 6);
 - 7.2.5 The terms of this Agreement no longer satisfy the requirements of the prevailing Code of Practice and other relevant legislation.

- 7.3 The Registered Organisation may terminate this Agreement by service of 7 days written notice upon the Service Provider to that effect if the Registered Organisation no longer requires or is no longer entitled to the services of the Service Provider.

8. Prior Agreement

- 8.1 This document, together with the attached schedules, constitutes the entire Agreement between the parties and is in substitution of all previous contract expressed or implied between the parties, which will be terminated by mutual consent from the commencement date of this contract.

9. Variation

- 9.1 The Service Provider may vary this agreement from time to time in order to comply with the prevailing Code of Practice and relevant legislation upon service of 7 days notice, notice to include a copy of the amended Agreement. No other variation or amendment of this Agreement or oral promise or commitment related to it will be valid unless it is in writing and signed by or on behalf of both parties.

10. Notice

- 10.1 Any notice to be served on the Registered Organisation under this Agreement shall be deemed validly served if delivered to the Registered Organisation at the above address, or other such address which the Registered Organisation shall have notified to the Service Provider in writing, delivered to its principal place of business for the time being, as the Registered Organisation's address for service under this Agreement.

11. Restrictions

- 11.1 The Registered Organisation shall not, whilst this Agreement is in force, use another Registered Body to countersign disclosure applications on its behalf without notifying the Service Provider.
- 11.2 On notification, the Service Provider will assess as to whether the use of an additional registered body by the Registered Organisation will compromise the Registered Organisation's ability to comply fully with the DBS requirements with respect to Service Provider's Services. In this instance the Agreement will be terminated with immediate effect upon service of the written notice.

SCHEDULE 1: SERVICE GUIDANCE

Using Criminal Records Checks helps Organisations make safer and informed recruitment decisions for positions that involve working with children and/or vulnerable adults.

As a Disclosure Scotland and DBS Registered Body, The Service Provider is committed to providing a quality and professional service for access to criminal records checks through Disclosure Scotland and the DBS Disclosure Service. The Service Provider has been established to act on behalf of employers and voluntary organisations within the Isle of Man.

1. Service Standards

1.1 Registration

1.1.1 Organisation registration will be completed within 15 working days from receipt of a signed Agreement from the prospective Registered Organisation.

1.2 Disclosure Application Receipt

1.2.1 Non-Compliant disclosure applications will be returned to the Registered Organisation by the Service Provider within 5 working days. An accompanying information sheet stating the reasons for non-compliance will be issued.

1.2.2 Compliant disclosure applications will be forwarded to the DBS by the Service Provider within 5 working days. A confirmation of receipt will be issued to the Registered Organisation by the Service Provider.

2. Service Delivery

2.1 Becoming a Registered Organisation

2.1.1 All organisations wishing to use the Service Provider will be required to register as a Registered Organisation.

2.1.2 The Service Provider will take all reasonable steps to ensure that such organisations are:

- Entitled to ask exempted questions under the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (UK Act) and the Rehabilitation of Offenders Act (Exceptions) Order 2001 (IoM Act);
- Committed to working in accordance with Schedules 2 & 3 of this Agreement;
- Able to fully comply with the DBS Code of Practice, which applies to all who request to receive Disclosure information.

2.1.3 The Service Provider will assist organisations in this regard through the provision of advice, guidance and model policies (upon request).

2.1.4 The Prospective Registered Organisation will sign a copy of this agreement and return it to the Service Provider with a copy of their policies governing the recruitment of people with a criminal record and the review, retention and disposal of sensitive information.

- 2.1.5 Upon registration of an organisation, the Service Provider will allocate a Unique Reference Number to the Registered Organisation for the purposes of identification and security.
- 2.1.6 The Registered Organisation will nominate appropriate individuals within their organisation to undertake to roles of Identity Checkers and Disclosure Recipients.
- 2.1.7 Until an Identity Checker or Disclosure Recipient has been trained, they will not be registered with the Service Provider and cannot be involved in the Disclosure Application Process.
- 2.1.8 The Registered Organisation will inform the Service Provider of any changes in status of those registered as Identity Checkers and Disclosure Recipients.

2.2 The Disclosure Application Submission Process

2.2.1 The Service Provider will:

- provide advice on the level and eligibility of the disclosure application according to the position that the applicant is expected to hold within the organisation of the Registered Organisation;
- provide Registered Organisations with blank Disclosure Scotland disclosure forms;
- provide Registered Organisations with blank DBS disclosure application forms;
- provide guidance on the completion of Disclosure Scotland disclosure forms;
- provide training and guidance on the completion of DBS disclosure application forms;
- provide training and guidance on the verification of identity process.

2.2.2 The Registered Organisation will:

- appoint Identity Checkers within their organisation, or nominate the Service Provider to undertake this function.
- where Identity Checkers are appointed, the Registered Organisation will undertake to inform the Service Provider of any changes of personnel;
- ensure identity checks are undertaken in accordance with the training and guidance supplied by the Service Provider;
- sign a declaration to confirm that identity checks have been undertaken for the applicant;
- correctly identify the position of the applicant as either paid employment or a voluntary position on the declaration;
- submit the declaration together with the completed disclosure application form and payment (if applicable) to the Service Provider.

2.2.3 The Service Provider will:

- receive and check completed application forms and declarations;
- confirm that the identity verification process has been carried out for the applicant;

- return incorrectly completed forms to the Registered Organisation with an explanation as to the non-compliance(s);
- counter-sign correctly completed application forms and forward them to DBS or Disclosure Scotland as appropriate.

2.3 Receipt of Disclosure Information

2.3.2 The Service Provider will not offer any advice on the suitability of the applicant to the position relevant to the disclosure.

2.3.3 In the case of additional information received under separate cover from local police authorities, the Service Provider will advise the organisation, at the most appropriate level, that such information has been received before forwarding under special arrangement (the receipt of additional information is extremely rare and will be dealt with on an individual basis).

2.3.4 The Registered Organisation will:

- comply with the DBS Code of Practice in relation to all matters concerning the fair use and handling of disclosure information received;
- act in accordance with Schedules 2 and 3 of the Agreement.

2.3.5 The Service Provider will:

- provide advice on the length of time that disclosure information can be held according to the DBS Code of Practice;
- provide information on the terminology used within the disclosure statement to assist in the interpretation of the information if necessary;
- direct the Registered Organisation to the appropriate contact if the Applicant disputes the disclosure information.

2.3.6 The Service Provider will not become involved in the disputes process.

3. Service Charges

3.1 Payment, if applicable, must be made at the time an application is submitted.

3.2 The Registered Organisation must correctly inform the Service Provider that the applicant is either a volunteer or a paid employee at the time of submitting the disclosure application. Refunds cannot be made once the disclosure application has been forwarded to the DBS.

4. Service Quality

4.1 The Service Provider will operate to the standards detailed in this Schedule and in accordance with the Department of Home Affairs Complaints Policy (made available to all Registered Organisations on request).

5. Conditions of Service

5.1 The Service Provider will reserve the right to refuse to countersign on behalf of a Registered Organisation if:

- The Service Provider is not satisfied that the organisation is entitled to ask exempted questions;
- The Service Provider is not satisfied that an identity check has been undertaken in accordance with DBS Identity Guidelines;
- There is any concern over the handling of disclosure information by the Registered Organisation;
- The Service Provider believes that the Registered Organisation is unable to fully adhere to the DBS Code of Practice.

5.2 When the Service Provider is aware of Identity Checker who has knowingly submitted a fraudulent or inaccurate application, the Service Provider may:

- Notify the Disclosure and Barring Service of such an action;
- Suspend or cancel that person's registration as an Identity Checker;
- Suspend or cancel the Registered Organisation's registration with the Service Provider.

SCHEDULE 2: RECRUITMENT OF PEOPLE WITH A CRIMINAL RECORD

1. Background

- 1.1 The Rehabilitation of Offenders Act 1974 was introduced in the UK to make sure that people with previous convictions but who have not re-offended for a certain period of time are not discriminated against when applying for employment. The equivalent law in the Isle of Man is the Rehabilitation of Offenders Act 2001.
- 1.2 The Act allows ex-offenders to not disclose previous convictions once they have become 'spent'.
- 1.3 However, in order to protect certain vulnerable groups within society there are a number of posts and professions that are exempted from the Act under The Rehabilitation of Offenders Act 1974 (Exceptions Order) 1975 (UK Act) and the Rehabilitation of Offenders Act 2001 (Exceptions) Order 2001.
- 1.4 Where a position falls under this legislation, organisations are legally entitled to ask applicants for details of all convictions, whether unspent or spent.

2. Responsibilities

- 2.1 The Registration Organisation will make all efforts to prevent discrimination and other unfair treatment against any of its staff or volunteers or potential staff or volunteers or users of its service regardless of race, gender, religion, sexual orientation, responsibilities for dependants, age, physical disability or offending background that does not pose a risk to children and/or vulnerable adults.
- 2.2 The Registered Organisation will ensure that any criminal record information supplied by an individual is kept confidential and in accordance with Section 124 of Part V of the Police Act 1997 and associated regulations, the Human Rights Act 2001 Data Protection legislation and, if applicable, DBS Codes of Practice.

3. Recruitment

- 3.1 A criminal record will not necessarily prevent the applicant from working with the Registered Organisation. A decision on whether or not to employ will be made dependant on the nature of the position applied for and the circumstances and background of any recorded offences.

4. Code of Practice

- 4.1 The Registered Organisation will make available a written Equal Opportunities Policy and Recruitment of people with a criminal record Policy to all applicants at the start of the recruitment process.
- 4.2 The Registered Organisation will actively promote equality of opportunity and welcome applications from a wide range of candidates, including those with criminal records.
- 4.3 Applicants who have criminal record will be treated according to their merits and in conjunction with any special criteria for the post applied for.

- 4.4 The Registered Organisation will ensure that those working within the recruiting organisation who are involved in the recruitment process have been suitably trained to identify and assess the relevance and circumstances of any offences. The Registered Organisation will also ensure that staff have received sufficient training in legislation relating to the employment of ex-offenders.
- 4.5 The organisation will only request a disclosure after a thorough risk assessment has indicated that it is both relevant and proportionate to do so giving consideration to the position applied for. For a position where a disclosure is requested, all application forms, job advertisements and recruitment documentation will contain a statement that a disclosure will be requested in the event of the applicant being given a conditional offer of employment.
- 4.6 Where a criminal record disclosure is to form part of the recruitment process, the Registered Organisation will encourage all applicants called for interview to provide details of their criminal record at an early stage in the application process and before a disclosure request is submitted. For such positions, the Registered Organisation will request that this information is volunteered by the applicant and is sent under separate, confidential cover to a designated person within the Registered Organisation and the Registered Organisation will guarantee that this information is strictly confidential and only seen by those who need to see it as part of the recruitment process.
- 4.7 At interview or in a separate discussion, the Registered Organisation will ensure that an open and measured discussion takes place on the subject of any offences or other matters revealed by the applicant. Failure to reveal information which is directly relevant to the application may lead to the withdrawal of a conditional offer of employment.
- 4.8 If an applicant reveals a serious criminal record, the recruiter within the organisation will consult with the appropriate senior member of staff or management. A decision to reject an applicant because of, or partly because of, a criminal record should relate to an aspect of the person specification which is seen to be unmet. If possible in these circumstances, the Registered Organisation will advise the applicant why their application has been unsuccessful.
- 4.9 The Registered Organisation will make every applicant for a position that is subject to a disclosure request aware of the existence of the DBS Code of Practice and make a copy available on request.

SCHEDULE 3: THE REVIEW, RETENTION AND DISPOSAL OF SENSITIVE INFORMATION

1. Background

- 1.1 Any organisation using the Isle of Man Vetting Bureau service to assess the suitability of candidates for employment must comply with the Disclosure & Barring Service Code of Practice.
- 1.2 The Code of Practice places an obligation on Registered Organisations to have a written policy regarding the proper use, storage, retention and disposal of information supplied.

2. Responsibilities

- 2.1 Any Registered Organisation using the Service Provider will comply fully with the DBS Code of Practice regarding the correct handling, use, storage, retention and disposal of disclosures and disclosure information.
- 2.2 The Registered Organisation will also comply fully with any obligations under Data Protection and any other relevant legislation pertaining to the safe handling, use, storage, retention and disposal of disclosure information.

3. Code of Practice

3.1 Storage & Access

- 3.1.1 The Registered Organisation must ensure that any disclosure details are not kept on the applicant's personal file. Disclosure information must always be kept separately and securely in lockable, non-portable storage containers. Access should be strictly controlled and should only be granted to those who require it in the course of their duties.

3.2 Handling

- 3.2.1 The Registered Organisation will ensure that, in accordance with Section 124 of Part V of the Police Act 1997, disclosure information is only passed to those who are authorised to receive it in the course of their duties.
- 3.2.2 The Registered Organisation will maintain a record of all those to whom disclosures or disclosure information has been revealed and recognises that it may be a criminal offence to pass this information to anyone who is not entitled to receive it.

3.3 Usage

- 3.3.1 The Registered Organisation must ensure that disclosure information is only used for the specific purpose for which it was requested and for which the applicant's full consent has been given.

3.4 Retention

- 3.4.1 Once a recruitment (or other relevant) decision has been made, the Registered Organisation will not keep disclosure information for any longer than is absolutely necessary. This is generally up to six months in order to allow for the investigation and resolution of complaints.

3.4.2 If in very exceptional circumstances it is considered necessary to keep disclosure information for longer than six months, the Registered Organisation will consult the DBS Disclosure Service. The DBS Disclosure Service will give full consideration to Data Protection and Human Rights issues before giving consent.

3.5 Disposal

3.5.1 Once the retention period has elapsed, the Registered Organisation will ensure that any disclosure information is immediately destroyed by secure means (shredding, pulping or burning).

3.5.2 While awaiting destruction, disclosure information will not be kept in any insecure receptacle (waste bin or confidential waste sack).

3.5.3 The Registered Organisation will not keep any photocopy or other image of the disclosure or any copy or representation of the contents of a disclosure.

3.5.4 The Registered Organisation will keep a record of the date of issue of a disclosure, the name of the subject, type of disclosure request, position applied for, unique reference number and details of the disclosure decision taken.

SCHEDULE 4: PAYMENT PROVISIONS

Organisation Registration Fee	FREE
Registered Identity Checker training fee	FREE
Disclosure Administration Fee	FREE
Disclosure Scotland Basic Disclosure	£25
DBS Standard Disclosure	£26
DBS Enhanced Disclosure	£44
DBS Standard, or DBS Enhanced, Disclosure for any Voluntary Position	FREE

AGREEMENT ACCEPTANCE

The following information is to be completed by the Isle of Man Vetting Bureau

Signed:	_____
Name:	_____
Position:	_____
Duly authorised to sign the Agreement for and on behalf of:	
Organisation Name:	Isle of Man Vetting Bureau
Address:	Department of Home Affairs Headquarters Tromode Road Douglas Isle of Man IM2 5PA
Date:	_____

The following information is to be completed by the Registered Organisation

Signed:	_____
Name:	_____
Position:	_____
Duly authorised to sign the Agreement for and on behalf of:	
Organisation Name:	_____
Address:	_____ _____ _____ _____
Telephone No.:	_____
Email:	_____
Date:	_____