



Guernsey Vetting Bureau

Registration Agreement

PARTIES

The Guernsey Vetting Bureau

Operated by the States of Guernsey Home Department

with

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

Registered Service User No:

Index

Clauses	Pages
1. Purpose of the Agreement	3
2. Definitions	3
3. Supply of Services	4
4. Service Provider's Obligations	4
5. Registered Service-User's Obligations	4 - 5
6. Relationship between Parties	5 - 6
7. Duration	6 - 7
8. Prior Agreement	7
9. Variation	7
10. Notice	7
11. Restrictions	7
	8

Schedules

Schedule 1:	Service Guidance Schedule	9 - 14
Schedule 2:	Recruitment of People with a Criminal Record	15 - 18
Schedule 3:	Review, Retention and Disposal of Sensitive Information	19 - 21
Schedule 4:	Payment Provisions	22

Agreement Acceptance	23
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Purpose of the Agreement

- 1.1 This agreement sets out the expectations and responsibilities of both the Guernsey Vetting Bureau (GVB) and the organisation identified within this agreement, on whose behalf the GVB will countersign Disclosure and Barring Service (DBS) application forms.

2. Definitions

This agreement is dated the _____, 20__.

Between:

The 'Service Provider': The Guernsey Vetting Bureau, whose address for service is at

Police Headquarters, Hospital Lane, St Peter Port, Guernsey, GY1 2QN.

and *(please enter your organisation name and address below)*

The 'Registered Service-User' Name: _____

Address: _____

together referred to as 'the parties'.

The Registered Service-User is a: *(select as appropriate)*

☐

Public Sector Employer

☐

Private Sector Employer

☐

Registered Charity

Registration Number:

☐

Other

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 Service-User, will supply the services specified in schedule 1 to 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 fee changes and RPI.

4. Service Providers Obligations

- 4.1 The Service Provider will process and countersign Disclosure Applications on behalf of the Registered Service-User, identified within this Registration Agreement, in accordance with its responsibilities as a DBS Registered Umbrella Body.
- 4.2 The Service Provider will supply any necessary training to the Registered Service-User 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 Service-User's Obligations

- 5.1 The Registered Service-User will confirm with the Service Provider that it is likely to ask exempted questions under The Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 and that a corresponding question and purpose is also provided for in the Rehabilitation of Offenders (Bailiwick of Guernsey) Law 2002 (Commencement, Exclusions and Exceptions) Ordinance 2006.

- 5.2 The Registered Service-User will act in accordance with 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 Service-User's policy in this regard.
- 5.3 The Registered Service-User 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 Service-User's policy in this regard.
- 5.4 The Registered Service-User will nominate as Identity-Verifiers 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 Service-User will take all necessary steps to comply with the provisions of the DBS Code of Practice.
- 5.6 The Registered Service-User 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 Service-User accepts that in requesting the Service-Provider to countersign disclosure applications on its behalf, the Service Provider, as a DBS Registered Umbrella Body, has a responsibility to ensure, as far as is reasonably practicable, that the Registered Service-User will comply with all the requirements made upon the Service Provider by the DBS with respect to DBS Code of Practice and other DBS procedures, processes and policy statements.
- 6.2 The Registered Service-User 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 Service-User 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 Umbrella 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 Service-User to that effect if the Service Provider believes:
- 7.2.1 The Registered Service-User 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 Service-User;
 - 7.2.3 The Registered Service-User is unable to fully adhere to the DBS Code of Practice;

7.2.4 The Registered Service-User 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 Service-User may terminate this Agreement by service of 7 days written notice upon the Service Provider to that effect if the Registered Service-User 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 contracts expressed or implied between the parties, which will be terminated by mutual consent from the Commencement Date.

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 Service-User under this Agreement shall be deemed validly served if delivered to Registered Service-User at the above address, or such other address in the UK which the Registered Service-User shall have notified to the Service Provider in writing, delivered to its principal

place of business for the time being, as the Registered Service-User's address for service under this Agreement.

11. Restrictions

11.1 The Registered Service-User shall not whilst this Agreement is in force use another Umbrella 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 Service-User will compromise the Registered Service-User's ability to comply fully with DBS requirements with respect to GVB Services. In this instance the Agreement will be terminated with immediate effect upon service of written notice.

SCHEDULES

SCHEDULE 1: Service Guidance

Using criminal record checks helps organisations make safer and informed recruitment decisions for positions that involve working with children and vulnerable adults.

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

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 Service-User.

1.2. Disclosure Application Receipt

- 1.2.1. **Non-compliant** disclosure applications will be returned to the Registered Service-User by the GVB 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 GVB within 5 working days. A confirmation of receipt will be issued to the Registered Service-User by the GVB.

2. Service Delivery

2.1 Becoming a Registered Service-User

- 2.1.1 All organisations wishing to use the GVB will be required to register as a Service-User.
- 2.1.2 The GVB will take all reasonable steps to ensure that such organisations are:
- Charged the appropriate level of fees according to their status as a private sector, public sector or charitable organisation;
 - Entitled to ask exempted questions under The Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 and The Rehabilitation of Offenders (Bailiwick of Guernsey) Law 2002 (Commencement, Exclusions and Exceptions) Ordinance 2006;
 - Committed to working accordance with the Schedules 2 & 3 of this Agreement;
 - Able to comply fully with the DBS Code of Practice, which applies to all who request to receive Disclosure Information.
- 2.1.3 The GVB will assist organisations in this regard through the provision of advice, guidance and model policies (upon request).
- 2.1.4 The prospective Service-User will sign two copies of this agreement and return them to the GVB with a copy of their policies governing the recruitment of ex-offenders and the review, retention and disposal of sensitive information.
- 2.1.5 The GVB will issue an invoice to the prospective Service-User if their application is valid (if a fee is applicable).
- 2.1.6 Registration will proceed upon receipt of payment if applicable, otherwise, upon registration of a Service-User, the GVB will issue a unique reference number to the Registered Service-User for the purposes of identification and security .

- 2.1.7 The Registered Service-User will nominate appropriate individuals within their organisation to undertake the roles of Identity-Verifiers.
- 2.1.8 Until an Identity-Verifier has been trained, they will not be registered with the GVB and cannot be involved in the Disclosure Application Process
- 2.1.9 The Registered Service-User will inform the GVB of any changes in status of those registered as Identity-Verifiers.

2.2 The Disclosure Application Process

2.2.1 The GVB 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 Service-User;
- provide Registered Service-Users with blank DBS disclosure application forms;
- provide appropriate training and guidance on the completion of DBS disclosure application forms;
- Provide appropriate training and guidance on the verification of identity process.

2.2.2 The Registered Service User will:

- Appoint ID verifiers within their organisation, or nominate the GVB to undertake this function. Where ID-verifiers are appointed, the Registered Service-User 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 GVB;
- 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 voluntary on the declaration;
- submit the declaration together with the completed disclosure application form and payment (if applicable) to the GVB.

2.2.3 The GVB 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 application forms to the Registered Service-User with an explanation as to the non-compliances;
- counter-sign correctly completed application forms and forward them to the DBS.

2.2.4 The GVB **will not** offer any advice on the suitability of the applicant to the position relevant to the disclosure.

2.2.5 The Registered Service-User 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.

2.2.6 The GVB 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 Service-User to the appropriate contact if the Applicant disputes the disclosure information.

2.2.6 The GVB **will not** become involved in the disputes process.

3. Service Charges

- 3.1 The GVB will offer a free service to all applicants who will be working within the registered organisation in a voluntary capacity.
- 3.2 The DBS requires payment for the processing of disclosure checks for paid employees.
- 3.3 The GVB will charge private-sector organisations an administration fee for use of the service that it provides.
- 3.4 The GVB **will not** charge charitable organisations an administration fee upon notification and submission of the necessary documentation to assure the GVB of the organisation's charitable status. Costs incurred from DBS will be charged.
- 3.5 Fees **will be** charged in accordance with Schedule 4, Payment Provisions.
- 3.6 The Registered Service-User must correctly inform the GVB 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 GVB will operate to the standards detailed in this Schedule and in accordance with its Complaints Policy (made available to all service-users on request).

5. Conditions of Service

5.1 The GVB will reserve the right to refuse to countersign on behalf of a Registered Service-User if:

- the GVB is not satisfied that the organisation is entitled to ask exempted questions;
-
- the GVB believes that the Registered Service-User is unable to fully adhere to the DBS Code of Practice.

SCHEDULES

SCHEDULE 2: Recruitment of People with a Criminal Record

1. Background

- 1.1. The Rehabilitation of Offenders Act (ROA) 1974 was introduced in the UK to ensure that ex-offenders who have not re-offended for a period of time since the date of their conviction are not discriminated against when applying for jobs. In the Bailiwick of Guernsey, the equivalent legislation is the Rehabilitation of Offenders (Bailiwick of Guernsey) Law 2002.
- 1.2. The Law allows that ex-offenders are no longer legally required to disclose to organisations convictions that have become 'spent'.
- 1.3. However, in order to protect certain vulnerable groups within society there are a large number of posts and professions that are exempted from the Law under The Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 and The Rehabilitation of Offenders (Bailiwick of Guernsey) Law 2002 (Commencement, Exclusions and Exceptions) Ordinance 2006. These additionally include employment within positions of trust.
- 1.4. In such cases, organisations are legally entitled to ask applicants for details of all convictions, whether unspent or spent.

2. Responsibilities

- 2.1 The Registered Service-User will make all efforts to prevent discrimination and other unfair treatment against any of its staff, potential staff or users of its service regardless of race, gender, religion, sexual orientation, responsibilities for dependants, age, physical disability or offending background that does not create a risk to children and vulnerable adults.

- 2.2 The Registered Service-User will ensure that that any criminal record information given by an individual is kept confidential according to the requirements of Section 124 of Part V of the Police Act 1997, the Data Protection (Bailiwick of Guernsey) Law 2001 and, where appropriate, the DBS Code of Practice.

3. Recruitment

- 3.1 Having a criminal record will not necessarily bar the applicant from working with the Registered Service-User. This will depend on the nature of the position and the circumstances and background of the applicant's offences.

4. Code of Practice

- 4.1 The Registered Service-User will make available a written Equal Opportunities and Recruitment of Ex-Offenders Policy to all applicants at the start of the recruitment process.
- 4.2 The Registered Service-User will actively promote equality of opportunity and welcome applications from a wide range of candidates, including those with criminal records.
- 4.3 Applicants with criminal records will be treated according to their merits and in conjunction with any special criteria for the post.
- 4.4 The Registered Service-User will ensure that all those within the organisation who are involved in the recruitment process have been suitably trained to identify and assess the relevance and circumstances of offences. The Registered Service-User will also ensure that such staff have received appropriate guidance and training in the relevant legislation relating to the employment of ex-offenders, e.g. The Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 and The Rehabilitation of Offenders (Bailiwick of Guernsey) Law 2002 (Commencement, Exclusions and Exceptions) Ordinance 2006.

- 4.5 Unless the nature of the position entitles the Registered Service-User to ask questions about an applicant's entire criminal record, the Registered Service-User will only ask about 'unspent' convictions as defined in The Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 and The Rehabilitation of Offenders (Bailiwick of Guernsey) Law 2002 (Commencement, Exclusions and Exceptions) Ordinance 2006. This information is requested at the initial application stage.
- 4.6 The Registered Service-User will only request a disclosure after a thorough risk assessment has indicated that one is both proportionate and relevant to the position concerned. For those positions where a disclosure is required, all application forms, job adverts and recruitment briefs will contain a statement that a disclosure will be requested in the event of an individual being conditionally offered the position.
- 4.7 Where a disclosure is to form part of the recruitment process, the Registered Service-User will encourage all applicants called for interview to provide details of their criminal record at an early stage in the application process and before disclosure is undertaken. For such positions, the Registered Service-User will request that this information is volunteered by the applicant and is sent under separate, confidential cover to a designated person within the organisation, and the Registered Service-User will guarantee that this information is strictly confidential and only seen by those who need to see it as part of the recruitment process.
- 4.8 At interview or in a separate discussion, the Registered Service-User will ensure that an open and measured discussion takes place on the subject of any offences or other matter revealed by the applicant and/or through disclosure, if undertaken, that might be relevant to the position. Failure to reveal information that is directly relevant to the position sought could lead to withdrawal of a conditional offer of employment.
- 4.9 If an applicant reveals a serious criminal record, the recruiter within the Registered Service-User will consult the appropriate senior member of staff/management. A decision to reject an applicant because of, or partly because of, a criminal record should relate to an aspect of person specification which is seen to be unmet. If

possible, in these circumstances, the Registered Service-User will advise the applicant why their application has been unsuccessful.

- 4.10 The Registered Service-User will make every applicant for a position that is subject to a disclosure, aware of the existence of the DBS Code of Practice and make a copy available on request.

SCHEDULES

SCHEDULE 3: The Review, Retention & Disposal of Sensitive Information

1. Background

- 1.1 All organisations using the Disclosure and Barring Service (DBS) – to help assess the suitability of applicants for positions of trust and who are recipients of disclosure information must comply fully with the DBS Code of Practice.
- 1.2 The Code places an obligation on such organisations to have a written policy on the correct handling and safekeeping of disclosure information. The following principles contained in this Schedule will ensure compliance with the Code in this respect.

2. Responsibilities

- 2.1 As an organisation using the DBS Disclosure Service to help assess the suitability of applicants for positions of trust, the Registered Service-User 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 Service-User will comply fully with its obligations under Part V of the Police Act 1997 and the Data Protection (Bailiwick of Guernsey) Law 2001 and, where appropriate, the DBS Code of Practice pertaining to the safe handling, use, storage, retention and disposal of disclosure information..

(GVB would like to point out that the ‘exceptional circumstances’ identified in the DBS Code of Practice include any independent regulatory requirements relating to the retention of the disclosure information relevant to the Registered Service-User’s activities.)

3. Code of Practice

3.1 Storage and Access

- 3.1.1 The Registered Service-User will ensure that disclosure information is never kept on an applicant's personnel file and is always kept separately and securely in lockable, non-portable, storage containers with access strictly controlled and limited to those who are entitled to see it as part of their duties.

3.2 Handling

- 3.2.1 The Registered Service-User 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 Service-User will maintain a record of all those to whom disclosures or disclosure information has been revealed and recognises that it is a criminal offence under Section 124 of Part V of the Police Act 1997 to pass this information to anyone who is not entitled to receive it.

3.3 Usage

- 3.3.1 The Registered Service-User will 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 Service-User will not keep disclosure information for any longer than is absolutely necessary. This is generally for a period of up to six

months to allow for the consideration and resolution of any disputes or complaints.

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

3.5 Disposal

- 3.5.1 Once the retention period has elapsed, the Registered Service-User will ensure that any disclosure information is immediately destroyed by secure means (by 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 Service-User 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 Service-User will keep a record of the date of issue of a disclosure, the name of the subject, the type of disclosure requested, the position for which the disclosure was requested, the unique reference number of the disclosure and the details of the recruitment decision taken.

SCHEDULES

SCHEDULE 4: Payment Provisions

Private Sector Employers:

Organisation Registration Fee	£75
Disclosure Administration Fee	£14
Standard Disclosure	£26
Enhanced Disclosure	£44
Enhanced with Barred List	£44
Disclosure for any Voluntary Position	FREE

Public Sector Employers:

Organisation Registration Fee	FREE
Disclosure Administration Fee	FREE
Standard Disclosure	£26
Enhanced Disclosure	£44
Enhanced with Barred List	£44
Disclosure for any Voluntary Position	FREE

Charitable Organisations:

Organisation Registration Fee	FREE
Disclosure Administration Fee	FREE
Standard Disclosure	£26
Enhanced Disclosure	£44
Enhanced with Barred List	£44
Disclosure for any Voluntary Position	FREE

Agreement Acceptance

The following information is to be completed by the Guernsey Vetting Bureau:

Signed:	_____
Name:	_____
In the capacity of:	_____
Duly authorised to sign the Agreement for and on behalf of:	
Organisation Name:	Guernsey Vetting Bureau
Address:	Police Headquarters Hospital Lane St Peter Port Guernsey GY1 2QN
Date:	_____

The following information is to be completed by the Registered Service-User:

Signed:	_____
Name:	_____
In the capacity of:	_____
Duly authorised to sign the Agreement for and on behalf of:	
Organisation Name:	_____
Address:	_____ _____ _____
Date:	_____