**Terms & Conditions**

**Introduction**

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You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without Source Sync's express written consent.

Limitations of liability

Source Sync will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

* to the extent that the website is provided free-of-charge, for any direct loss;
* for any indirect, special or consequential loss; or
* for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Source Sync has been expressly advised of the potential loss.

**Exceptions**

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Source Sync's liability in respect of any:

* death or personal injury caused by Source Sync's negligence;
* fraud or fraudulent misrepresentation on the part of Source Sync; or
* matter which it would be illegal or unlawful for Source Sync to exclude or limit, or to attempt or purport to exclude or limit, its liability.

**Other parties**

You accept that, as a limited liability entity, Source Sync has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Source Sync's officers or employees respectively.

These Terms & Conditions define the professional relationship and specify the parameters of services provided between:

Source Sync Ltd., situated at 29 Lowfield Road, London, NW6 2PP, United Kingdom, Company Number: 1573784 ("Source Sync")

and

Any company, entity, agency, or public body engaging Source Sync's services, confirmed either through written agreements such as quotations or contracts, or through verbal agreements addressing the scope of services and pricing ("Client").

**Definitions**

* **Agreement:** The contract formed between Source Sync and the Client, covering the provision of services as outlined herein, along with any related appendices or schedules.
* **Service Commencement Date:** The date as defined in Clause 1.a.
* **Confidential Information:** Any data, whether technical, commercial, or financial that is exchanged between parties during the duration of the agreement.
* **CTS System:** The proprietary online client tracking system utilised by Source Sync to manage employee screening services.
* **Data Protection Legislation:** All applicable data protection and privacy laws, including the UK Data Protection Act 2018, the General Data Protection Regulation (GDPR), and any subsequent amendments or replacements.
* **Deliverables:** Outputs provided by Source Sync as part of the contracted services.
* **Designated User:** Individuals authorised by the Client to access the CTS system.
* **Identity Verification Agent:** A person appointed by the Client to verify identities for purposes of criminal record checks through relevant bodies.
* **Intellectual Property Rights:** Includes all copyrights, patents, trademarks, and other proprietary rights globally.
* **Service Order:** The formal request by the Client for Source Sync to perform specified services.
* **Third Country:** Any country not recognised by the European Commission as having adequate data protection laws.

**Foundation of the Agreement**

1. **Contract Initiation:**
	* The Agreement commences when Source Sync accepts a Service Order following the Client’s approval of a service quotation. This establishes the contractual relationship from the Service Commencement Date.
	* The Client assures that all data processing under this Agreement is with the consent of the data subjects involved.
	* Promotional materials from Source Sync are intended solely for informational purposes and do not constitute legally binding commitments.
2. **Order Processing:**
	* Source Sync agrees to deliver the services as specified in the Service Order submitted by the Client.
	* Orders are primarily placed through the CTS system, but may also be accepted via email or direct communication, subject to verification by Designated Users.
3. **Consent and Compliance:**
	* Source Sync adheres to all requisite data protection laws and will secure necessary consents for any data processing involved in executing the Services.
	* Immediate notification will be provided to the Client should there be any compliance failures or consent withdrawals that impact the provision of the Services.

**Governance of Services**

* Source Sync commits to delivering the Services as specified in each Service Order and will not deviate from the agreed-upon scope without written consent from the Client.
* The Services will be provided without any minimum commitment to the volume of orders, allowing flexibility in the Client’s requirements.

**Intellectual Property**

* All Deliverables provided under this Agreement remain the intellectual property of Source Sync, with the Client receiving a licence to use such Deliverables within the bounds of the Agreement.

**Financial Terms**

* Charges for the Services will be as agreed in the Service Order and detailed in Schedule 1.
* Invoices are issued monthly, and payment is due within 30 days, inclusive of any taxes or applicable charges.

**Confidentiality**

* Both parties agree to maintain the confidentiality of any proprietary information exchanged during the term of the Agreement and will not disclose such information without prior written consent.

**Term and Cancellation**

* This Agreement is effective from the Service Commencement Date and will continue until terminated by either party with a notice period specified in the Agreement conditions.

The terms within are crafted to align with UK legal standards, particularly concerning data protection and service provision. Changes or exceptions to these terms require mutual written consent from both Source Sync and the Client.

**3. Candidate Authorisation and Data Collection**

a. When the Client initiates a Service Request via the CTS system, Source Sync routinely collects essential information directly and secures explicit consent from each Candidate for data processing pertinent to the Client’s directive (“Authorisation”). Whilst it is preferred that Candidates interact directly with CTS, the Client is allowed to compile and provide this Authorisation and necessary data from the Candidates if required.

b. Should Source Sync not receive the necessary data or Authorisation from the Candidate, irrespective of whether the shortfall is due to the Candidate or the Client's direct data collection, Source Sync is committed to notifying the Client within five business days of the Candidate's last communication.

c. This Authorisation, as outlined in this section, is critical for Source Sync to carry out specific data processing tasks as detailed in Clause 12.d or as mandated by Data Protection Legislation or any pertinent legal or regulatory framework. It is crucial to note that such Authorisation does not replace the lawful basis required for data processing, which the Client must establish for each Candidate before initiating each Service Request. The Client is responsible for ensuring adherence to all applicable data protection obligations, establishing the lawful basis for processing, and confirming that Source Sync's activities are compliant with this legal structure.

**4. SERVICE PROVISION**

a. Source Sync agrees to deliver the initial Services detailed in Schedule 1, adhering to all reasonable and lawful instructions provided by the Client. Any modifications or additions to the agreed Services must be documented in writing and approved by both parties. Source Sync will also notify the Client if any instructions potentially conflict with applicable Data Protection Legislation or other laws.

b. The Client may select from various screening components available within the scope of Services, typically defined in Schedule 1. Additional components can be incorporated into the Services upon the Client’s request.

c. There are no minimum order requirements or mandatory service values under this Agreement. No fees will be charged during periods when no Services are provided.

d. Source Sync is committed to executing the Services with professional diligence and care, comparable to the standards observed by prudent providers in similar fields. Efforts to meet or exceed the service levels described in Appendix A will be pursued, reflecting industry norms and best practices.

e. Source Sync confirms that it possesses all necessary rights, permissions, and capabilities to fulfill this Agreement and is unaware of any potential infringements on intellectual property rights or other third-party rights within the deliverables.

f. With stipulations noted in Clauses 12.g and 12.h, Source Sync may engage approved subcontractors or sub-processors to fulfill specific elements of the Services, ensuring that these parties will uphold the same standards of quality and care as Source Sync.

g. Source Sync provides these Services exclusively for employment screening purposes and does not offer judgments or opinions on the suitability of Candidates.

h. Source Sync does not control the accuracy of third-party information that may form part of the Deliverables and will endeavor to verify such information with due diligence. However, the accuracy, relevance, or applicability of this information is not guaranteed.

i. While Source Sync aims to ensure the accuracy and reliability of the information it provides, it does not warrant that the Services will meet every specific purpose envisaged by the Client. Nevertheless, Source Sync will immediately inform the Client of any inaccuracies or errors in the information provided as soon as they are discovered.

j. Source Sync may offer advisory insights based on its industry experience, but it does not provide legal advice or assume responsibility for decisions made based on its Services.

k. The Client agrees to utilize the Deliverables primarily to support business decisions, acknowledging that these should not be the sole basis for any significant decisions.

l. The Client is encouraged to communicate clearly and early in the recruitment process the scope and nature of the background screening to Candidates.

**5. USE OF CTS SYSTEM**

a. The Client is responsible for ensuring that Designated Users comply with all security protocols associated with the use of the CTS system.

b. Access to the CTS client portal is strictly limited to Designated Users. The Client must safeguard all access credentials and is responsible for any breaches that occur due to unauthorized access facilitated by the Client.

c. The Client must promptly inform Source Sync when access rights for any Designated User should be terminated.

d. Any loss, theft, or unauthorized use of login credentials must be immediately reported to Source Sync by the Client.

e. Sharing of login details among individuals within the Client’s organization is strictly prohibited.

**6. NON-COMPETITION AND NON-SOLICITATION**

a. During the term of this Agreement, the Client agrees not to solicit or engage any subcontractors listed in Schedule 3 for the provision of similar services outside of those facilitated through Source Sync.

b. This clause does not preclude the Client from maintaining or initiating contact with any subcontractor listed in Schedule 3 where the Client has pre-existing non-competitive relationships.

c. The Client agrees not to hire or engage Source Sync employees directly or indirectly, unless responding to a general job advertisement not specifically targeting Source Sync’s staff.

**7. INTELLECTUAL PROPERTY RIGHTS**

a. Source Sync grants the Client a perpetual, non-exclusive license to use, reproduce, and modify the Deliverables provided under this Agreement for internal business purposes, according to the terms set forth herein.

**8. FEES AND PAYMENT TERMS**

a. Fees for Services will be calculated based on the details provided in Schedule 1 or as outlined in any specific quote provided by Source Sync.

b. Source Sync may bill the Client for any additional expenses or disbursements incurred in connection with the provision of Services, as detailed in Clause 4.2 of Appendix A.

c. Invoices will be issued monthly and are payable within 30 days of receipt.

d. The Client is obligated to notify Source Sync of any disputes related to invoice charges within ten days of receipt, and to settle all undisputed charges within the specified payment period.

e. Source Sync reserves the right to adjust its pricing upon providing 60 days’ written notice to the Client.

**9. LIMITATION OF LIABILITY**

a. Source Sync's liability under this Agreement is limited to direct damages up to the greater of the fees paid by the Client in the previous year or £1,000, except in cases of death, personal injury, or fraud.

b. Source Sync will not be liable for indirect or consequential losses, including but not limited to loss of profits, business, goodwill, or similar losses.

c. The Client indemnifies Source Sync against all costs, claims, damages, and expenses arising from Client’s misuse of the Services, any unauthorized representation regarding the Services, or any breach of this Agreement by the Client.

**10. CONFIDENTIALITY**

a. Both parties agree to treat all confidential information with the same degree of care as is used with their own confidential information, but at a minimum, reasonable care must be used.

b. Confidential information does not include information that is publicly known, already known to the party at the time of disclosure by the other party, or rightfully received from a third party without breach of any obligation of confidentiality.

c. Confidential information shall only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shall not be disclosed without prior written consent, except as required by law.

d. Upon termination of this Agreement, all materials containing confidential information shall be returned or destroyed as directed by the disclosing party.

e. This confidentiality obligation shall survive the termination of this Agreement for a period of five years.

**Contract Duration and Termination**

a. This Agreement will activate on the specified Commencement Date and will remain in effect until either party provides the other with a three-month written termination notice.

b. Either party may terminate this Agreement with immediate effect upon written notification if the other party materially breaches any contractual obligations and does not rectify such breach within 28 business days after a detailed breach notice is received.

c. Immediate termination is permissible by either party in the event that the opposing party undergoes legal proceedings such as the appointment of an administrator, liquidation, cessation of business, or similar financial arrangements with creditors.

d. Upon any termination of this Agreement, Source Sync is obliged to return all project-related materials, documents, reports, and other data to the Client upon request. The Client retains the right to use or reproduce such materials as needed, notwithstanding any original markings or designations.

**Data Protection and Processing**

a. Both parties commit to adhere to the stipulated Data Protection Legislation, enhancing but not replacing their obligations under such laws.

b. It is acknowledged that for the purposes of the Data Protection Legislation, the Client acts as the data controller and Source Sync as the data processor, with roles and responsibilities detailed in Schedule 2 of this Agreement.

c. The Client is responsible for obtaining all necessary consents and establishing a legal basis for the lawful processing and transferring of personal data, including sensitive categories and data related to criminal offenses, for the duration and purpose of this Agreement.

d. Orders involving candidates from, or related to, third countries will be treated as consent to transfer minimum required personal data to conduct necessary checks.

e. In instances where Source Sync transfers personal data to third countries or processes criminal records as outlined in Clause 13, it will ensure all necessary consents are obtained and legal prerequisites are met to comply with relevant laws and guidelines.

f. Source Sync will:

i. Only process personal data as necessary for the services provided, following explicit instructions from the Client, unless required by law.

ii. Implement and maintain robust technical and organisational measures to safeguard personal data against unauthorised or illegal processing, accidental loss, destruction, or damage.

iii. Not transfer personal data to any third countries without appropriate safeguards and explicit consent from the relevant candidates.

iv. Assist the Client, at the Client's expense, with handling data subject requests and compliance with legal obligations concerning data security, breach notifications, and impact assessments.

v. Inform the Client promptly upon detection of any personal data breach.

vi. Delete or return all personal data upon the Client's directive at the end of the service provision, unless required to retain data by law.

vii. Keep accurate records to demonstrate compliance with these obligations.

g. The Client authorizes Source Sync to appoint sub-processors, provided they uphold the same data protection standards and legal compliances as Source Sync, especially when transferring data to third countries.

h. Source Sync will notify the Client 30 days prior to engaging any new sub-processor. The Client has the right to object to the use of a proposed sub-processor within this period, and alternatives will be discussed. Approval of a sub-processor will be assumed if no objection is raised within the notice period.

i. Where international data transfers require adherence to Model Clauses, Source Sync will ensure such agreements are in place with the sub-processor, representing the Client.

j. Source Sync will automatically destroy personal data of each candidate six months after the completion of services unless instructed otherwise by the Client.

k. Any documents or records older than six months, such as emails and criminal record certificates, will be regularly purged unless otherwise specified.

l. Should data transfer or processing become unlawful or unpermissible, both parties will collaborate to rectify the processing to meet legal standards promptly. If compliance cannot be achieved within a reasonable timeframe, the Client may terminate the Agreement without penalty.

m. Each party commits to not performing any action that may place the other in violation of Data Protection Legislation.

**Criminal Record Disclosure**

13.1 As an authorised body instructed by the client, Source Sync will conduct basic and enhanced criminal record checks for candidates, complying with relevant legal standards and ensuring all candidates are informed about the process and their rights under the applicable code of practice.

**Auditing Compliance**

* The Client retains the right to conduct audits to ensure compliance with this Agreement, either directly or through a third-party auditor bound by confidentiality.

**Force Majeure**

1. Neither party will be liable for delays or failures in performance resulting from acts beyond their control. Affected parties must notify each other within 48 hours of such events.

**Notices**

* All official communications must be in writing and are considered delivered when sent by confirmed means to the designated address, email, or personally delivered.

**Dispute Resolution**

* Disputes will be resolved through negotiation and, if necessary, legal action in the courts of England and Wales.

**General Provisions**

* This Agreement represents the full understanding between the parties, supersedes previous agreements, and is only amendable in writing. It is binding on successors and assigns, governed by English law, and enforceable in its courts.

**Appendix A – Service Level Commitments**

**1. Overview**

1.1. This Appendix outlines the service delivery standards for the background screening services provided by Source Sync.

**2. Definition of Services**

2.1. The specific services to be provided in relation to any candidate are detailed in Schedule 1 or specified within a separate quotation that has been formally approved by the client.

**3. Service Delivery Standards**

**3.1. Timeliness of Service Delivery**

Source Sync commits to adhering to the processing times stipulated for each type of Background Screening Package as listed in Schedule 1.

**3.2. Expected Completion Times**

Whilst the times indicated represent the maximum expected duration to finalise reports, Source Sync aims to complete verifications more swiftly than anticipated. Despite efforts to expedite processes, the completion timeline cannot be guaranteed due to dependencies on external entities for certain information.

**3.3. Operational Commitments**

As part of its commitment to service excellence, Source Sync will adhere to the following operational guidelines to ensure timely completion of background checks:

* **Initiation of Requests**: All screening requests will be initiated within one working day from the receipt of a complete Service Request.
* **Follow-up Procedures**: A minimum of three follow-up enquiries will be made within the first ten working days after a request is initiated to gather necessary information.
* **Ongoing Communication**: Periodic updates will continue throughout the service period until the report closure.
* **Interim Reporting**: If a report remains incomplete after 15 working days, an interim report will be issued to provide the client with the status of pending verifications.
* **Final Efforts**: Continuous efforts will be made to obtain and update the report until the 30-working day mark, after which the report will be considered closed if still incomplete.

**Service Protocol and Reporting**

**3.4 Post-Deadline Information Handling**

Any data received beyond the 30-working day timeframe will be appended to the completed report and resubmitted to the Client.

**3.5 Definition of Working Days**

Our operational days are Monday through Friday, excluding public holidays in the UK.

**3.6 Official Business Hours**

Our office hours are from 9:00 AM to 6:00 PM UK time, during working days (Monday – Fri).

**3.7 Commencement of Service Turnaround**

Turnaround times for services begin upon receipt of:

i. A fully completed instruction including all selected options and any specific instructions;

ii. A completed application form, necessary documents for the relevant service level, and a signed consent form. All forms must be submitted before 4:30 PM; submissions after this time will mark the next business day as the start date.

**3.8 Importance of Stated Times**

The times stated here are intended for guidance and are not considered contractually binding.

**Screening Procedures**

**4.1 Notification of Adverse Findings**

Source Sync is committed to promptly informing the Client of any adverse findings as soon as they are identified.

**4.2 Recharge of Costs**

Should any government department or institution impose a fee for the provision of information, such as employment confirmation or academic verification, Source Sync reserves the right to pass these costs to the Client. This includes any bank charges for overseas payments. We aim to minimise these costs and will inform the Client beforehand if expenses for any component exceed £25.

**4.3 Information Verification**

Source Sync will independently seek contact details of employers or other relevant entities. Information provided by applicants will only be used if Source Sync cannot independently verify or adequately identify the correct entities.

**4.4 Collection of References**

References will be obtained via email, verbally, by fax, or post. For verbal references, details including the name and position of the individual providing the reference will be recorded.

**4.5 Verification Standard**

Information is not considered verified by Source Sync until it has undergone our Quality Control process and is marked as completed, or until Source Sync explicitly notifies the client.

**4.6 Charges for Incomplete Orders**

If the Client cancels a service request and Source Sync has partially completed the work, charges will be applied as follows:

* Full fee for the services that were completed at the time of cancellation;
* A 50% fee if the service is cancelled midway through the process, and the full fee if the cancellation occurs after this point.

**4.7 Handling of Discrepancies**

Source Sync advises the Client to provide candidates with an opportunity to respond to any discrepancies identified during checks. It is the Client’s responsibility to ensure that Designated Users and relevant staff are informed about how to handle such situations.

**Personnel and Client Relations**

**5.1 Account Management**

Source Sync will assign an Account Manager to oversee the Client’s account and handle all related inquiries.

**5.2 Client Service Management**

Responsibility for overall service delivery lies with:

1. Operations Manager: Norbert Bod
2. Sales and Commercial Director: Sami Rahman
3. Managing Director: Pablu Miah

**Issue Resolution**

**6.1 Notification of Service Issues**

Source Sync will inform the Client promptly via telephone and in writing of any issues encountered during service provision, including delays or lost materials, as soon as these are known.

**6.2 Collaborative Problem Solving**

Source Sync will cooperate with the Client to resolve all issues and complaints in a timely and mutually agreeable manner.

**6.3 Complaint Handling**

When a complaint is received from a Designated User, Source Sync will:

* Record the complaint in writing;
* Resolve the complaint immediately if possible;
* If immediate resolution is not feasible, Source Sync will contact the Client within four hours with a proposed resolution;
* Take reasonable measures to prevent recurrence and provide the Client with a written summary of the issue and the actions taken within 48 hours.

**Regular Reviews and Planning**

**7.1 Scheduled Meetings**

Client Service Management will engage in regular reviews with the Client’s appointed representative every six months, or as needed, to:

* Evaluate the service levels from the previous semester;
* Assess upcoming needs and requirements;
* Review financial expenditure and any quotations.

**Schedule 2 – Details of Data Processing**

**Description of Personal Data Processed**

The types of personal data processed within our background screening services encompass: full names, dates of birth, National Insurance numbers, and similar identifiers from other countries. Throughout the screening process, we might also handle copies of personal documents including passports, driving licences, utility bills, bank statements, payslips, and tenancy agreements. Additionally, we process special category personal data and information related to criminal convictions and offences, such as Disclosure and Barring Service (DBS) checks in the UK, as well as court and criminal records from other jurisdictions, in compliance with relevant legal requirements. Further personal data may also be processed as part of the Background Screening Packages detailed in Schedule 1.

**Categories of Data Subjects**

The data subjects encompass current staff members, and both direct and indirect new hires (such as temporary staff and contractors) of our clients.

**Purpose and Method of Data Processing**

The processing activities are primarily defined by our clients, who act as Data Controllers. Source Sync delivers background screening services under the specific direction of clients. The objective of these services is to verify the suitability and integrity of potential and current employees as required by our clients.

**Legal Basis for Processing**

Clients assure that they, or their end-clients, initiate services only when a lawful basis exists, which Source Sync relies upon to lawfully process personal data on their behalf, in accordance with the provided instructions.

**Types of Data Processing Undertaken**

Our data processing includes checking public records for financial integrity (such as County Court Judgements, Individual Voluntary Arrangements, Bankruptcy notices or equivalents), litigation records, media searches, scrutiny of business affiliations, and reviews of regulatory and sanctions lists (including Government watchlists, enforcement notices, and Politically Exposed Persons). Checks also cover police records (UK and international criminal disclosures or Certificates of Good Conduct) and litigation histories. Private records such as employment histories, educational credentials, and personal references from various sources including line managers and accountants are also verified.

**Subcontracting and Data Sharing Practices**

To facilitate certain aspects of our screening services, we engage third-party service providers with whom limited data may be shared, including full names, birth dates, address histories, and personal identifiers such as National Insurance numbers or Social Security numbers. These subcontractors are listed in Schedule 3.

**Data Protection Contacts**

* **Source Sync Data Protection Officer**: Margarita Kos, dpo@sourcesync.co.uk, 0115 654 7666

**Client Data Protection Officer**:

1. Details to be provided by the client.

This schedule outlines the comprehensive framework within which personal data is processed, ensuring adherence to legal standards and safeguarding the privacy and integrity of data subjects. For a detailed description of the service levels associated with these operations, please refer to Appendix A – Service Levels.