

THESE TERMS OF USE APPLY TO AUTHORISED USERS AND WILL ALSO BE USED TO PROVIDE LEGALLY REQUIRED DATA PROCESSING TERMS BETWEEN ATLANTIC DATA AND YOUR CRICKET ORGANISATION

YOU MUST NOT CREATE AN ACCOUNT OR LOGIN TO THE DISCLOSURES MANAGER SYSTEM UNLESS YOU HAVE BEEN GIVEN AUTHORITY BY YOUR CRICKET ORGANISATION TO ACCEPT THE TERMS IN PART B BELOW ON THEIR BEHALF

YOU MUST READ ALL OF THESE TERMS CAREFULLY BEFORE YOU USE DISCLOSURES MANAGER.

BY PROCEEDING TO CREATE AN ACCOUNT LOGIN TO THE DISCLOSURES MANAGER SYSTEM, YOU CONFIRM THAT:

- YOU ACCEPT THE TERMS IN PART A AND AGREE TO COMPLY WITH THEM AND
- YOUR CRICKET ORGANISATION HAS AUTHORISED YOU TO ACCEPT THE TERMS IN PART B ON THEIR BEHALF.
- YOUR CRICKET ORGANISATION IS RESPONSIBLE FOR MAINTAINING RECORDS OF ITS AUTHORISED USERS AND ENSURING THOSE AUTHORISED USERS HAVE VALID AUTHORITY TO ACCEPT THE TERMS IN **Part B** ON ITS BEHALF.

Part A Terms that apply to all Authorised Users

1. **Access controls.** To use Disclosures Manager you will be provided with a personal user account and login details which you must keep secure. Never reveal your login details to anyone else for any reason. Never let anyone else use your user account. If you suspect your login details or user account have been compromised, you must tell Atlantic Data immediately.
2. **Your privacy.** Your account login and contact information will be handled, used and retained by Atlantic Data in accordance with its Privacy Policy https://policydocuments.disclosures.co.uk/Privacy_Statement.pdf.
3. **General privacy.** All personal information provided by you when using the Disclosures Manager system will be processed in accordance with the [Privacy and Consent Notice](#).
4. **Training and help.** Before using Disclosures Manager you must complete the online training. A telephone helpline is available to help with using the system and filling out a DBS application form, but all other questions about doing a DBS check must be raised with your Club's DBS representative, the ECB's Safeguarding Team, or the DBS directly.
5. **Completion of forms.** You must take care to complete DBS application forms carefully, accurately and truthfully.
6. **Legal compliance.** When using Disclosures Manager it is your responsibility to understand and comply with all applicable laws, which includes the Police Act, the Data Protection Act, and UK GDPR.
7. **Removal of access.** Atlantic Data reserve absolute discretion to prevent or remove your access to Disclosures Manager in the event of suspected misuse of the system or breach of these terms, and may report any improper use to the appropriate authorities, including the Police, for investigation.
8. **Completion of DBS applications.** If you are an Authorised User completing a DBS application:
 - a. **Confirm ID.** Before submitting a DBS application you must confirm the Applicant's ID in accordance with the current DBS ID checking guidance;
 - b. **Confidentiality.** All personal information relating to an Applicant must be kept strictly confidential and used only as is strictly necessary for the DBS check, and must never be disclosed to an unauthorised third party;

- c. **Authority.** You must not use Disclosures Manager to request a DBS check on an Applicant unless: (i) it is being done in connection with your role, and (ii) you are legally authorised to do so by your Cricket Organisation, and (iii) your Cricket Organisation is legally entitled to do so;
- d. **Restrictions.** You must never under any circumstances use the Disclosures Manager service to submit a DBS check on behalf of an individual or another organisation, except where the Applicant's role and relationship with your Cricket Organisation permits a DBS check;
- e. **Completion of Applications.** To complete the DBS application you will grant the Applicant access to the Disclosures Manager system to complete their section of the application form. You must not complete the Applicant's part of the form without specific written permission from them, if the Applicant cannot complete the form themselves or you have any doubts you should contact ECB's Safeguarding Team, or the DBS directly.

Part B Data protection terms between Atlantic Data and the Cricket Organisation

- 1. **Controller status.** To the extent Atlantic Data or the Cricket Organisation is a controller of personal data used in Disclosures, it will comply with all applicable data protection laws including UK GDPR.
- 2. **Data sharing.** If Atlantic Data shares personal data with the Cricket Organisation on a controller to controller basis, it will ensure it has a legal basis for the sharing under data protection laws.
- 3. **Causing breach.** Neither Atlantic Data nor the Authorised User or Cricket Organisation shall knowingly do anything (or knowingly not do something) that would cause the other to be in breach of data protection laws;
- 4. **Processor status.** Where the Cricket Organisation is a controller of personal data to use Disclosures Manager (and to receive) related services and Atlantic Data is a processor of that personal data:
 - a. **Compliance.** Atlantic Data will comply with all applicable data protection laws including UK GDPR;
 - b. **Comply with instructions.** Atlantic Data will comply with the processing requirements shown below and will not process the personal data for any other purpose:

Subject matter of the processing	For the purpose of processing and managing disclosure applications (including use of the Update Service)
Period for which the personal data will be retained	6 months from the receipt of the disclosure result The Cricket Organisation acknowledges that Atlantic Data may retain the personal data for a further 18 months from receipt of the disclosure result and for up to a total of 7 years for, financial and audit purposes and/or to comply with applicable law but, in each case, it does so as controller rather than processor and such retention does not form part of the processing requirements and is at Atlantic data sole risk.
Nature and purpose of processing	Nature: the collection, recording, organisation, structuring, storage, adaptation, disclosure by transmission, dissemination or otherwise making available personal data in relation to processing and managing disclosure applications. Purpose: To submit disclosure applications to the DBS and obtain the status of such applications from the DBS and provide the Cricket Organisation and/or the ECB with access to the personal data..
Types of Personal Data:	The following categories of personal data will be processed: title; name (including former names); date of birth; address (including former addresses); contact number(s); email address; identification document data; security and identity documents; nationality; place of birth; national insurance

	number; employee number or other unique identifier; or reference number; job role/description; disclosure type; criminal record history; other personal data which is necessary for the provision of disclosure services
Categories of Data Subject:	Applicants and Authorised Users
Obligations and rights of Atlantic Data	As set out in this Part B

- c. **Circulation limitation**. Atlantic Data will ensure that personal data is accessed and processed by its personnel only where necessary for the performance of their duties, and strictly on a 'need to know' basis;
- d. **No transfers out of the UK**. Atlantic Data will not transfer personal data to, or allow access to it from, outside of the United Kingdom unless such transfer or access is necessary in order to deliver Disclosures Manager and has been authorised by the Cricket Organisation or the ECB) and In such authorised cases:
 - i. Atlantic Data will ensure that the transfer / access complies with applicable data protection laws; and
 - ii. Atlantic Data will remain fully liable for the acts and omissions of any third party or affiliated entity involved in the transfer or access.
- e. **Confidentiality**. Atlantic Data will ensure that all personnel that process the personal data are bound by obligations to maintain its confidentiality;
- f. **Security**. Atlantic Data will implement and maintain appropriate technical security measures to protect the personal data sufficient to uphold the requirements of data protection law (including any specific measures the ECB has agreed with Atlantic Data);
- g. **Personnel**. Atlantic Data will take reasonable steps to ensure the reliability of its personnel that process the personal data, provide them with adequate training, and carry out appropriate checks before allowing them to process the personal data;
- h. **Subcontracting**. Atlantic Data may engage subprocessors where necessary for the delivery of Disclosures Manager and associated services, provided that such use is agreed in advance with the ECB from time to time. In all cases, Atlantic Data will:
 - i. ensure that each subprocessor is subject to binding contractual obligations that are at least as protective of the personal data as the terms set out in this **Part B** and meet applicable data protection requirements; and
 - ii. remain fully liable for the acts and omissions of its personnel and any engaged subprocessors in relation to the processing of personal data.
- i. **Assistance**. Atlantic Data will assist the Cricket Organisation as needed to comply with data protection law, in responding to the exercise of data subject rights and, where necessary will provide a copy of Atlantic's data protection impact assessments;
- j. **Requests and notifications**. Atlantic Data will promptly forward to dbs@ecb.co.uk all requests and notifications received in respect of the personal data and will not respond to the requests / notifications;

- k. Data breaches. In the event of a data breach or suspected data breach in respect of the personal data, Atlantic Data will notify the Cricket Organisation without undue delay and will provide all relevant information to enable the Cricket Organisation to properly investigate the matter and make any statutory notifications;
- l. Retention or deletion. At the end of the provision of Disclosures and related services, Atlantic Data will either delete the personal data (including any copies) from its systems or, return it (and all copies) to the Cricket Organisation as set out in the processing requirements in **paragraph c**;
- m. Audit. Atlantic Data will (on request by the Cricket Organisation), provide to the Cricket Organisation all information reasonably necessary to demonstrate Atlantic Data's obligations under this **Part B** and shall allow for and contribute to audits (including inspections) conducted by or with the authority of the Cricket Organisation.
- n. Limits and exclusions of liability.

Things for which no exclusions or limits apply. Nothing in **Part B** of these Terms of Use will exclude or limit liability for:

- i. death or personal injury resulting from negligence;
- ii. fraud or statements made fraudulently;
- iii. any liability the law does not allow to be excluded.

Things that neither Atlantic Data nor the Cricket Organisation are liable for. Neither of us is liable to the other for any loss of business, loss of profits, loss of anticipated savings, loss of reputation, loss of goodwill or business interruption, or any special, indirect or consequential loss or damage arising out of or in connection with **Part B** of these Terms of Use or their subject matter even if either of us had notice of the possibility of such loss.

Liability for things not otherwise mentioned in **paragraph 'o'**. For anything not mentioned in this paragraph 'o':

- i. the Cricket Organisation's total liability to Atlantic Data and
- ii. Atlantic Data's total liability to the Cricket Organisation

in respect of all claims arising out of or in connection with **paragraph 3 of Part B** of these Terms of Use or their subject matter in each calendar year, the total liability of each party to the other will not exceed [an amount equal to the money received by or due to Atlantic Data for disclosure applications actually affected by the relevant incident or event and processed on behalf of the Cricket Organisation in the preceding calendar year or £100.00 whichever is greater.

Specific exclusions of liability. Except as expressly set out in **Part B** of these Terms of Use, all other terms, conditions and warranties implied (by statute or otherwise) are excluded to the fullest extent permitted by law.

- o. Rights of data subjects and supervisory authorities. Nothing in **Part B** of these Terms of Use removes or limits the rights of data subjects or the Information Commissioner under data protection laws.