

DATED _____ **2018**

Security Industry Authority (1)

and

Approved Contractor (2)

**PARTNERSHIP AGREEMENT
relating to the**

**ACS LICENCE MANAGEMENT
SERVICE**

THIS AGREEMENT is made on

20[18]

BETWEEN:

- (1) **SECURITY INDUSTRY AUTHORITY** of PO Box 74957, London E14 1UG ("**SIA**");
and
- (2) [**NAME OF ACS BUSINESS**], a [company incorporated in the United Kingdom (Company number [INSERT])] whose registered office is at [ADDRESS] ("**Approved Contractor**").

BACKGROUND:

- (A) The SIA is the organisation responsible for regulating the private security industry in the UK, including the management of the compulsory licensing of individuals undertaking licensable activities within the private security industry.
- (B) Consistent with the SIA's vision that businesses will become incrementally more involved in sharing some of the responsibilities associated with regulating the private security industry, the SIA is allowing certain ACS Businesses to participate in the SIA's licensing process through use of the LM Functionality.
- (C) The Approved Contractor has made a request to use the LM Functionality and the SIA is willing to grant such request on the terms set out in this Agreement.

IT IS AGREED AS FOLLOWS:

1 **Definitions**

1.1 In this Agreement, the following words shall have the following meanings:

"**ACS**" means the SIA's approved contractor scheme;

"**ACS Terms and Conditions**" means the SIA's terms and conditions for ACS Businesses as updated from time to time, but which can currently be found at: http://www.sia.homeoffice.gov.uk/Documents/acs/sia_acs_terms.pdf;

"**Approved Contractor**" means businesses within the private security industry awarded approved contractor status under the ACS;

"**Assessment Schedule**" means the SIA's assessment process for checking the Approved Contractor's compliance with the Eligibility Criteria and the LM Conditions:

- (a) prior to entering into this Agreement; and
- (b) on an annual basis throughout the term of this Agreement;

"**Control**" means the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through ownership of voting shares, by contract or otherwise);

"**Data Protection Legislation**" any applicable law relating to the processing, privacy, and use of personal data as applicable to the SIA or Approved Contractor including:

a) The Data Protection Act 2018 and the Privacy and Electronic Communications;

“**Effective Date**” means the date of this Agreement as stated on the front page;

“**Eligibility Criteria**” means the criteria set out in Schedule 2;

“**Group**” means in relation to the Approved Contractor, any subsidiary or holding company of the Approved Contractor, and any subsidiary of a holding company of the Approved Contractor;

“**Key Staff**” means:

- a) the employees of the Approved Contractor; or
- b) only where agreed in advance with the SIA in exceptional circumstances (such as business contingency), temporary workers or contractors; and
- c) only where agreed in advance with the SIA, specified employees of a specified ACS Business within the Approved Contractor’s Group,

but who in all circumstances described in (a) – (c) above meet the Key Staff Criteria.

SIA Agreement under (b) and (c) above will not be unreasonably withheld.

“**Key Staff Criteria**” means the SIA’s key staff criteria as updated from time to time, but which can be currently found in the LM Manual;

“**Licence Applicant**” means any individual the Approved Contractor makes or has made a licence application on behalf of using the LM Functionality, or whose online account has been linked to the Approved Contractor’s online account;

“**Licensing site**” means the SIA’s online licensing site for licence applications;

“**LM**” means ACS licence management;

“**LM Conditions**” means the conditions set out in Schedule 3;

“**LM Functionality**” means the functionality being made available for use by the Approved Contractor by the SIA through the licensing site as described in more detail in Schedule 1;

“**LM Manual**” means the SIA’s manual (as updated from time to time) which sets out standards, processes and templates in respect of the LM Functionality;

“**LM Strapline**” means the strapline set out in Clause 3.1 that the Approved Contractor may use to advertise its ability to use the LM Functionality;

“**Material Breach**” means:

- a) the Approved Contractor is complicit or negligent or intentionally misleads the SIA in validating a false identity;
- b) any failure to satisfy a relevant SIA Improvement Notice within the specified time period;
- c) any failure to conform to the Code of Connection;

- d) any repeated failure to comply with requests for information (in accordance with paragraph 2.1 of Schedule 3) that relate to a licence application;
- e) any failure to ensure that Key Staff meet the Key Staff Criteria;
- f) any failure to submit to any reasonable assessment requested by the SIA to check conformance with this Agreement or deal with complaints;
- g) any failure to record and retain information used for the purpose of making a licence application for the time period required in paragraph 3.1.4 in Schedule 3; and/or
- h) where the Approved Contractor persistently breaches any term of this Agreement.

“**Term**” means the Initial Period and any Renewal Period; and

“**Working Day**” means Monday to Friday, excluding any public holidays in England and Wales.

2 Licence of and access to LM Functionality

- 2.1 Subject to Clause 4.1, the SIA hereby grants to the Approved Contractor a non-exclusive, non-transferrable licence to access and use the LM Functionality only in accordance with the LM Conditions and the terms of this Agreement.
- 2.2 The SIA will provide the Approved Contractor with a link to an electronic registration process that will enable Key Staff access to the LM Functionality. The Approved Contractor shall ensure that only the Key Staff process licence applications using the LM Functionality.
- 2.3 The Approved Contractor shall not intentionally or negligently:
 - 2.3.1 disrupt, interfere with or restrict the use of the LM Functionality and/or the Licensing site by other users including, without limitation, denial of service attacks, mailbombing, flooding or other deliberate attempts to overload the LM Functionality and/or the Licensing site;
 - 2.3.2 upload, display or transmit any materials through the LM Functionality and/or the Licensing site which are false, offensive, defamatory, threatening, obscene, unlawful or which infringe the rights of any other person anywhere in the world;
 - 2.3.3 probe, scan or test the vulnerability of the LM Functionality and/or the Licensing site or to circumvent or hack any user authentication or security controls in respect of the LM Functionality and/or the Licensing site, or attempt to do so;
 - 2.3.4 reverse compile, disassemble, reverse engineer, decompile, copy, duplicate, modify or adapt the LM Functionality and/or the Licensing site or other code or scripts forming part of the LM Functionality and/or the Licensing site (except to the extent permitted by law) or attempt to transmit to or via the LM Functionality and/or the Licensing site any information that contains a virus, worm, Trojan horse or other harmful or disruptive component;

- 2.3.5 attempt to obtain, or assist others in obtaining, access to the LM Functionality and/or the Licensing site, except as permitted by this Agreement; or
- 2.3.6 permit users, other than the Key Staff, to access or use the LM Functionality.

3 Use of the LM Strapline

3.1 The LM Strapline consists of the following words:

“The SIA and approved businesses working together to licence the private security industry”.

3.2 The SIA grants the Approved Contractor a revocable, non-transferable, permission to use the LM Strapline during the Term, in accordance with the conditions set out below.

3.3 Approved Contractors may use the LM Strapline as follows:

3.3.1 the LM Strapline may be incorporated in full on any office stationery, marketing materials, tender documentation, vehicles and plant; and

3.3.2 the SIA shall be entitled to instruct the Approved Contractor to remove the LM Strapline if, at its absolute discretion, it considers that continued use is prejudicial to the good name and reputation of the SIA.

4 Approved Contractor’s obligations

4.1 The Approved Contractor shall, for the duration of this Agreement:

4.1.1 satisfy and continue to satisfy, the Eligibility Criteria and LM Conditions; and

4.1.2 comply with and continue to comply with the ACS Terms and Conditions.

4.2 The Approved Contractor acknowledges that it will be subject to the Assessment Schedule and shall co-operate with and allow the SIA to carry out the checks in accordance with the Assessment Schedule.

4.3 The Approved Contractor shall comply with the data handling and security requirements set out in the LM Conditions and any such other requirements as notified by the SIA to the Approved Contractor from time to time.

5 SIA’s responsibilities

5.1 The SIA shall:

5.1.1 co-operate and work with the Approved Contractor as necessary to ensure the smooth running of the licence application process through the Licensing site;

5.1.2 promptly investigate any reports from the Approved Contractor that the Licensing site is not working properly;

- 5.1.3 consider all licence applications submitted through the Licensing site in accordance with the published requirements, as updated from time to time;
 - 5.1.4 provide reasonable support to the Key Staff to assist with the Approved Contractor's use of the Licensing site;
 - 5.1.5 provide an appeals service as set out in Clause 11.4.
- 5.2 The Approved Contractor acknowledges that the SIA will not be obliged to assess any licence application submitted using the LM Functionality until it has received full payment of the required application fee.

6 Availability

- 6.1 The SIA shall use best endeavours to ensure the availability of the LM Functionality and/or the Licensing site 24/7 during the Term. Availability does not include Maintenance Events (as defined in Clause 6.4).
- 6.2 If the Approved Contractor becomes aware of any non-availability of the LM Functionality and/or Licensing site, it shall notify the SIA as soon as reasonably possible. The SIA will also endeavour to notify the Key Staff if it becomes aware that the LM Functionality and/or Licensing site is unavailable and likely to be unavailable for an extended period for any reason.
- 6.3 If the LM Functionality and/or Licensing site is unavailable for any extended period, the SIA shall use all reasonable endeavours to make available an alternative method for the Approved Contractor to submit licence applications and/or renewals and to carry out any other necessary licence management tasks, and work with the Key Staff as necessary to implement such alternative. This shall be the Approved Contractor's sole remedy in respect of any such non-availability.
- 6.4 Maintenance of and/or upgrades to the LM Functionality and/or Licensing site may require the SIA to interrupt the Approved Contractor's access to the LM Functionality and/or Licensing site ("**Maintenance Events**"). The SIA shall:
- 6.4.1 give the Approved Contractor as much advance notice as is reasonably possible of any Maintenance Event; and
 - 6.4.2 wherever possible, carry out the Maintenance Event outside of normal business hours.

7 Proprietary rights

- 7.1 The Approved Contractor acknowledges and agrees that the SIA and/or its licensors own all intellectual property rights in the LM Functionality, the licensing site and the LM Strapline. Except as expressly set out in this Agreement, this Agreement does not grant the Approved Contractor any rights to, or in, intellectual property rights in the LM Functionality, the Licensing site or the Strapline.
- 7.2 The SIA acknowledges and agrees that nothing in this Agreement grants the SIA any rights to, or in, intellectual property rights of the Approved Contractor.

8 Warranties

- 8.1 Each party warrants that it:
- 8.1.1 has the power and authority to enter into this Agreement;
 - 8.1.2 has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement; and
 - 8.1.3 shall comply with all applicable laws, enactments, regulations, orders, standards, guidance and other similar instruments.
- 8.2 The Approved Contractor warrants that it:
- 8.2.1 shall access and use the LM Functionality in accordance with Clause 2;
 - 8.2.2 shall keep, and ensure that the Key Staff keep, all user identifications and passwords confidential;
 - 8.2.3 shall be entirely responsible for all access to the LM Functionality where such access is facilitated by the Approved Contractor's user identifications and passwords (whether such access is with or without the Approved Contractor's consent); and
 - 8.2.4 shall immediately notify the SIA on becoming aware of any unauthorised access to the LM Functionality and/or Licensing site.
- 8.3 The SIA warrants that all information entered into the Licensing site will be stored safely and securely.
- 8.4 Each party acknowledges that the other is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet.
- 8.5 Except as expressly set out in this Agreement, all conditions, warranties, terms and undertakings, express or implied, whether by statute, common law, trade practice, custom, course of dealing or otherwise (including without limitation as to quality, performance or fitness or suitability for purpose) in respect of the SIA's provision of the LM Functionality and the Licensing site are hereby excluded to the fullest extent permissible by law.

9 Indemnities

- 9.1 The Approved Contractor shall defend, indemnify and hold harmless the SIA against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with:
- 9.1.1 any loss of data resulting from any use by the Approved Contractor of the LM Functionality and/or Licensing site in breach of this Agreement and/or the LM Conditions; and/or

- 9.1.2 any claim made by a Licence Applicant in relation to a regulatory decision taken by the SIA on the basis of incorrect information that has been submitted on behalf of that Licence Applicant by the Approved Contractor.

10 Limitations on liability

- 10.1 Nothing in this Agreement shall exclude or restrict the liability of either party to the other for death or personal injury resulting from the negligent act of one party or for liability for any fraudulent misrepresentation by a party to this Agreement.
- 10.2 Neither party shall be liable for any loss of profits, loss of business, pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement.
- 10.3 Subject to the provisions of clause 10.1, in no circumstances shall the SIA be liable to the Approved Contractor whether in contract, tort, negligence, breach of statutory duty or otherwise for any loss or damage suffered by the Approved Contractor arising out of or in connection with this Agreement or the Approved Contractors use of the LM Functionality and/or Licensing site.

11 Term and termination

- 11.1 This Agreement shall commence on the Effective Date and shall, unless terminated earlier in accordance with this Clause 11, continue for:

11.1.1 an initial period of 12 months ("**Initial Period**"); and

11.1.2 thereafter, this Agreement shall be automatically renewed for successive periods of 12 months (each a "**Renewal Period**"),

unless either party notifies the other party of termination, in writing, at least 3 months before the end of the Initial Period or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the Initial Period or relevant Renewal Period (as applicable).

- 11.2 The SIA may (at its discretion) terminate this Agreement immediately on written notice to the Approved Contractor if the Approved Contractor:

11.2.1 ceases to satisfy the Eligibility Criteria or be an ACS Business;

11.2.2 fails to comply with any of the LM Conditions, including but not limited to, failing to notify the SIA of a change of control in accordance with the LM Conditions;

11.2.3 commits a Material Breach and such Material Breach (if capable of remedy) is not remedied within 30 days of written notice being given by the SIA requiring the Approved Contractor to remedy it (and where such Material Breach is not capable of remedy, the SIA shall be entitled to terminate the Agreement with immediate effect); and/or

11.2.4 is unable to pay its debts when they fall due, is insolvent or enters into any arrangement with its creditors for the repayment of its debts, an administrator, receiver, liquidator, manager or similar officer is appointed over all or any substantial part of its assets, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution

(other than for the purposes of solvent amalgamation or reconstruction), or if it ceases or threatens to cease business or is subject to any analogous event or proceeding in any applicable jurisdiction.

However, in practice the SIA will (where appropriate) seek to work with the Approved Contractor to obtain conformance with this Agreement prior to exercising its rights under this clause.

- 11.3 The SIA may (at its discretion) suspend this Agreement immediately on written notice to the Approved Contractor if the Approved Contractor is placed under investigation by the SIA in relation to activities which might lead to termination of this Agreement, and where the SIA considers that to do so is in the interests of the integrity of the LM service.
- 11.4 The Approved Contractor may initiate an appeal to the SIA regarding any decision by the SIA to suspend or terminate this Agreement in accordance with the following process:
- 11.4.1 Any appeal must be brought before the end of the period of twenty one days beginning with the day on which the decision was first notified to the Approved Contractor by the SIA.
- 11.4.2 A decision by the SIA is final and no further appeal is available.
- 11.4.3 Where the original decision was to terminate the Agreement, LM functionality shall remain available during the appeal period. Where the original decision was to suspend the Agreement, LM functionality shall not be available during the appeal period.
- 11.5 The Approved Contractor may remain an ACS Business even if it loses its right to use the LM Functionality under this Agreement. The SIA will only withdraw the Approved Contractor's status in accordance with the ACS Terms and Conditions.
- 11.6 Any termination of this Agreement shall be without prejudice to any other rights or remedies either party may be entitled to under this Agreement or at law.

12 Consequences of expiry or termination

- 12.1 Upon termination of this Agreement for any reason:
- 12.1.1 the Approved Contractor's right to access the LM Functionality shall cease and it shall not attempt to access the LM Functionality using its user identifications and passwords;
- 12.1.2 the Approved Contractor shall cease using the LM Strapline and remove references to it from its website, any of its documentation or any other materials;
- 12.1.3 the Approved Contractor and the SIA shall each comply with their respective exit obligations as set out in the LM Manual; and
- 12.1.4 the provisions of Clauses 9, 10, 11.6, 12, 15 and 16 shall continue in force.

13 Consequences of suspension

13.1 Upon suspension of this Agreement for any reason the Approved Contractor’s right to access the LM Functionality shall cease and it shall not attempt to access the LM Functionality using its user identifications and passwords.

14 Annual Review

14.1 In addition to an annual review of the Approved Contractor’s compliance with the LM Conditions, the SIA will conduct an annual review of the Approved Contractor’s compliance with the Partnership Agreement. The review may involve, where relevant, agreeing action plans to remedy any persistent adverse performance.

15 Notices

15.1 A notice given to a party under or in connection with this Agreement shall be in writing and sent to the party at the address given in this Agreement or as otherwise notified in writing to the other party.

15.2 The following table sets out methods by which a notice may be sent and, if sent by that method, the corresponding deemed delivery date and time:

Delivery method	Deemed delivery date and time
Delivery by hand.	On signature of a delivery receipt or at the time the notice is left at the address.
Pre-paid first class recorded delivery post or other next working day delivery service providing proof of delivery.	9.00 am on the second Working Day after posting or at the time recorded by the delivery service.

15.3 For the purpose of clause 15.2 and calculating deemed receipt:

15.3.1 all references to time are to local time in the place of deemed receipt; and

15.3.2 if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.

15.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16 General

16.1 The Approved Contractor shall not assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of the SIA.

16.2 Nothing in this Agreement is intended to, or shall be deemed to, establish any joint venture between any of the parties, constitute any party the agent of another party, or

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authorise any party to make or enter into any commitments for or on behalf of any other party.

- 16.3 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 16.4 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 16.5 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 16.6 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 16.7 This Agreement does not create, and shall not be construed as creating, any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not party to this Agreement.
- 16.8 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 16.9 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including disputes or claims outside of this agreement) shall be governed by and construed in accordance with the law of England and Wales.
- 16.10 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation.

THIS AGREEMENT has been entered into on the date stated at the beginning of it.

Signed for and on behalf of **SECURITY
INDUSTRY AUTHORITY** by:

.....

Name:

Position:

Signed for and on behalf of [**ACS BUSINESS**]
by:

.....

Name:

[Title]: [***Note: Please ensure the agreement is signed by an appropriate senior representative who has authority to bind the business***]

Schedule 1

LM Functionality

- 1 The LM Functionality is additional functionality on the Licensing site which will allow the Approved Contractor to:
 - 1.1 link the Approved Contractor's business account to the Licence Applicant's individual account via the Licensing site (subject to the applicant's consent);
 - 1.2 process a Licence Applicant's licence application and handle the management of the Licence Applicant's licence throughout the life of the licence from the date upon which the Licence Applicant and the Approved Contractor 'link' their online accounts to the date that either party delinks or the Approved Contractor ceases to have access to LM functionality;
 - 1.3 undertake the following administrative activities on behalf of the Licence Applicant:
 - 1.3.1 record and submit to the SIA required application information (including criminality and mental health information);
 - 1.3.2 review evidence and submit information to the SIA relating to a Licence Applicant's change in circumstances including any change of address, but excluding a change of email address or telephone number;
 - 1.3.3 request a replacement licence card;
 - 1.3.4 retain and securely store all personal information provided by a Licence Applicant; and
 - 1.3.5 act as a liaison between the Licence Applicant and the SIA to handle and resolve queries regarding SIA licensing matters;
 - 1.4 confirm that certain identity checks have been made to reasonably verify that a Licence Applicant meets the SIA identity licensing criteria, as set out on the SIA's website, and record and retain copies of the documents examined during those checks.
 - 1.5 submit a digital copy of a suitable passport type photograph of the Licence Applicant obtained for the purposes of a licence application; and
 - 1.6 pay a Licence Applicant's licence application fee.

Schedule 2

Eligibility Criteria

- 1.1 The Approved Contractor must:
 - 1.1.1 have individuals working within the Approved Contractor's business that meet the Key Staff Criteria; and
 - 1.1.2 be registered with the Information Commissioner as a Data Controller.
 - 1.1.3 have been operating as an approved contractor for a minimum of 12 months prior to making an application to use the licence management service
 - 1.1.4 have been using the SIA's Licence Assist service for a period of at least six months prior to applying to use the licence management service
- 1.2 The Approved Contractor must not:
 - 1.2.1 be subject to any relevant improvement needs or ACS sanctions that are believed to present a risk to its suitability to access LM functionality; or
 - 1.2.2 be subject to any active SIA interventions that are believed to present a risk to its suitability to access licence management functionality.
- 1.3 The Approved Contractor shall demonstrate, in accordance with the Assessment Schedule and at any other time on request, its:
 - 1.3.1 ability to meet SIA identity and address verification standard processes;
 - 1.3.2 ability to meet data security, storage and transmission standards as specified in the SIA Code of Connection;
 - 1.3.3 ability to electronically capture and submit a suitable passport-style photograph in accordance with the SIA's website;
 - 1.3.4 ability to process applications appropriately, including uploading documents; and
 - 1.3.5 ability to meet the minimum hardware/equipment standards (for example scanners, IT, ID verification tools, as applicable) as specified by the SIA in the LM Manual and comply with the relevant manufacturer's instructions and health and safety legislation in relation to such equipment, as updated from time to time; and
 - 1.3.6 implementation of specified policies including anti-fraud and bribery.

Schedule 3

LM Conditions

1 Notification of changes:

- 1.1 The Approved Contractor shall notify the SIA regarding any of the following changes within 30 days after the change has occurred:
- 1.1.1 a change in the name of the corporate entity;
 - 1.1.2 a change in the legal status of the corporate entity;
 - 1.1.3 a change in the registered address, trading address or correspondence address of the corporate entity;
 - 1.1.4 in relation to the corporate entity, any merger, acquisition, take-over, liquidation, administration, receivership;
 - 1.1.5 disqualification of any of its controlling minds; or
 - 1.1.6 in relation to the corporate entity, any pending charges or convictions for a criminal offence.

2 Provision of information:

- 2.1 The Approved Contractor shall:
- 2.1.1 comply with all requests by the SIA for copies of and/or original documents and data relating to any/all individual licence applications submitted through the LM Functionality;
 - 2.1.2 respond to SIA requests for information within 5 Working Days (unless the parties have agreed an alternative time frame, in which case the Approved Contractor shall respond within that timeframe) ; and
 - 2.1.3 provide witness statements when requested within a reasonable timescale as set out by the SIA using the templates provided as part of the LM Manual.

3 Data handling and security:

Please note: Both the SIA and the Approved Contractor will be data controllers in their own right in respect of the data being processed through the licensing site, as each party will be using the data for its own purposes – the SIA in the course of carrying out its regulatory functions, and the Approved Contractor for managing employment and/or contractual relationships (or potential employment and/or contractual relationships) with licence applicants. The Approved Contractor will be a data processor where it is utilising the additional LM functionality on the licensing site which allows it to undertake the tasks outlined in Schedule 1. However, the SIA still wishes to ensure that the Approved Contractor has certain minimum standards in place when it is a data controller if the Approved Contractor is going to be an SIA partner

- 3.1 The Approved Contractor shall:

- 3.1.1 comply with its obligations under the Data Protection Legislation in respect of all personal data it processes on behalf of the Licence Applicant;
- 3.1.2 ensure it obtains any necessary consents from the Licence Applicant in relation to its own use of Licence Applicant data and acts within the bounds of that consent;
- 3.1.3 ensure that all data is kept secure and transmitted in an encrypted form and use reasonable security practices and systems (in accordance with the SIA Code of Connection) for the collection, storage and use of such data;
- 3.1.4 retain a copy of all original identity documents used to verify the Licence Applicant's identity in the format specified by the SIA and to the security standard specified in the LM Manual for 7 years following a Licence Applicant leaving the Approved Contractor's business;
- 3.1.5 notify the SIA without undue delay but in any event no later than 24 hours upon becoming aware of any security incident/breach of security including, but not limited to an actual, potential or attempted breach, or threat to, the Approved Contractor's Information Security Policy where it relates to SIA licensing; and
- 3.1.6 If the Approved Contractor ceases trading, provide to the SIA a copy of the most recent identity documents used to verify the identity of all individuals with a currently valid licence.

4 LM Manual:

- 4.1 The Approved Contractor shall follow all processes as specified in the LM Manual, use all templates as set out in the LM Manual and comply with all standards detailed in the LM Manual.

5 Key Staff:

- 5.1 The Approved Contractor shall:
 - 5.1.1 ensure all Key Staff processing licensing applications meet the Key Staff Criteria; and
 - 5.1.2 ensure all Key Staff undertake any training specified by the SIA within a reasonable time period as stipulated by the SIA.

6 Screening and vetting:

- 6.1 The Approved Contractor must operate in conformance with the principles set out in BS7858.

7 Licence Applicants:

- 7.1 The Approved Contractor shall not:
 - 7.1.1 mandate that any individual must consent to the Approved Contractor acting on their behalf using LM Functionality; and

- 7.1.2 charge any individual an administration fee for submitting their application on their behalf using the LM Functionality, unless agreed otherwise with the SIA by way of an exceptional circumstances request.
- 7.2 The Approved Contractor shall take all reasonable steps to:
 - 7.2.1 ensure that the identity and address details of each Licence Applicant are verified as specified in the LM Manual prior to an application being submitted through the Licensing site; and
 - 7.2.2 ensure that the personal information of each Licence Applicant is accurately inputted prior to the application being submitted through the Licensing site.
- 7.3 Please note: It is an offence under section 22 of the Private Security Industry Act 2001 to knowingly or recklessly provide false information to the SIA. The offence carries a maximum penalty on summary conviction of six months imprisonment or a fine not exceeding level 5 on the standard scale. In addition, a director, manager, secretary or other similar officer of a business may also be held personally liable under section 23 if an offence is committed with their consent or connivance or attributable negligence.
- 7.4 The Approved Contractor must:
 - 7.4.1 record all instances of potentially fraudulent documentation submitted to them as part of a potential licence application; and
 - 7.4.2 report to the SIA any individuals that present potentially fraudulent documentation to them for the purposes of making a licence application.

8 UK law:

- 8.1 The Approved Contractor shall not misuse LM Functionality to commit a criminal offence.

9 Annual Assessment:

- 9.1 The Approved Contractor shall submit to on-site and/or remote SIA assessments and quality assurance checks as required by the SIA.
- 9.2 The Approved Contractor will undertake periodic audit and quality assurance activity to demonstrate adherence to LM conditions and eligibility criteria and provide evidence of this as part of the ACS assessment.
- 9.3 The Approved Contractor shall meet the following annual performance targets:
 - 9.3.1 99% of licence applications must be correctly completed when submitted to the SIA; and
 - 9.3.2 99% of licence applications must pass internal SIA quality checking of ID and photograph checks.

10 **Status:**

10.1 The Approved Contractor shall not use the LM Strapline or make any statement that, in the opinion of the SIA, could damage or impair its value, is misleading, or could bring the SIA into disrepute. Such use or statement includes:

10.1.1 claiming expressly or implying that the SIA endorses the Approved Contractor's website and/or its contents or the security of transactions from that website;

10.1.2 expressly or impliedly making any inaccurate claim as to the relationship between the SIA and the Approved Contractor; or

10.1.3 claiming expressly or implying that the Approved Contractor is operating to any particular technical performance level or standard.