

TSF Assessments Limited

TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we provide the services described in Schedule 1 (the **Services**).
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your Order to us.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are TSF Assessments Limited a company registered in England and Wales. Our company registration number is 13754500 and our registered office is at Dunlop House, 23a Spencer Road, New Milton, Hampshire, GH25 6BZ. Our registered VAT number is GB 397 6568 23.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team on 0333 577 7020, emailing us at info@tsfassessments.co.uk or by filling in the contact form on our website at www.tsfassessments.co.uk/contact-us.
- 2.3 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Order or instruction to us.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 **How we will accept your Order.** You will contact us to place an order to provide Services to your client (**Your Client**). If we are able to provide the Services, we will email to you a summary of the Services you require, the Fees for those Services and any other relevant matters (the **Quotation**). If you are happy with the Quotation, you will confirm this in writing to us (the **Order**) The Order constitutes an offer by you to purchase the Services in accordance with these terms.
- 3.2 **If we can accept your Order.** The Order shall only be deemed to be accepted when we issue a written acceptance of the Order at which point and on which date the contract shall come into existence.
- 3.3 **If we cannot accept your Order.** If we are unable to accept your Order, we will inform you of this within 2 working days. This might be because of unexpected limits on our resources which we could not reasonably plan for or because we are unable to meet a delivery deadline you have specified.
- 3.4 **The Contract.** The contract between you and us consists of the Quotation, the Order and these terms (**Contract**).
- 3.5 **Third parties.** Where you instruct us on a joint basis with a third party, we will take instructions only from you and we will assume that you have notified the third party of any assessment or reassessment and obtained any necessary consent from them.
- 3.6 **Quotations.** The Quotation shall not constitute an offer, and the quotation provided in the Quotation is only valid for a period of 30 Business Days from the date of issue.
- 3.7 These terms apply to the Contract for Services to the exclusion of any other terms you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

4. PROVIDING THE SERVICES

- 4.1 **When we will provide the Services.** We will let you know in the Quotation when we will commence providing the Services and the estimated completion date. We will use all reasonable endeavours to meet any performance dates specified in the Quotation, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services. We shall supply the Services in accordance with their specification (set out in Schedule 1) in all material respects.
- 4.2 **We are not responsible for delays outside our control.** We will not be responsible to you if our supply of the Services is delayed by an event outside our reasonable control, including but not limited to strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors. Where such a delay extends past 60 days, you may end the Contract under the terms of clause 9.2(c).
- 4.3 **Reasons we may suspend the supply of Services to you.** We may have to suspend the supply of Services to:
- (a) deal with technical problems or make minor technical changes; and
 - (b) update the Services to reflect changes in relevant laws and regulatory requirements.
- 4.4 **Your rights if we suspend the supply of Services.** We will contact you in advance to tell you we will be suspending supply of the Services, unless the problem is urgent or an emergency. You may contact us to end the Contract for Services under the terms of clause 9.2(d) if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 4 weeks.
- 4.5 **We may also suspend supply of the Services if you do not pay.** If you do not pay us for the Services when you are supposed to (see clause 10.4) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the Services until you have paid us the outstanding amounts.
- 4.6 **When you ask us to act directly for Your Client.** Any arrangement for us to work directly for Your Client will be subject to our express prior written approval and in the absence of such express approval, you will remain responsible for the obligations under these terms. If we do give our express prior approval to acting directly for Your Client:
- (a) we will only do so on the basis that we receive full payment of the Fees in advance of providing the Services;
 - (b) we will not be obliged to provide the Services unless and until we are in receipt of cleared funds to cover the Fees; and
 - (c) we will require Your Client to enter into a direct agreement with us.
- 4.7 **Recording.** We may ask Your Client or their relevant support person for consent to record the Services for training purposes. We will only do this with the consent of Your Client or their relevant support person. We will inform you if the Services have been recorded.

5. THE OBLIGATIONS OF BOTH PARTIES

5.1 **Our obligations in relation to the Service.** We will provide the Services:

- (a) with reasonable skill and care; and
- (b) in accordance with:
 - i. these terms; and
 - ii. all applicable laws and codes, including the Mental Capacity Act 2005 and the NMC Code of Conduct.

5.2 **Our Personnel.** We will ensure that the personnel and representatives that we use to perform the Services:

- (a) are sufficiently skilled with relevant and up to date qualifications;
- (b) are registered with any relevant and necessary professional body;
- (c) have an up to date enhanced DBS check; and
- (d) comply with all reasonable standards of safety and with any reasonable instructions given by you in relation to the Service.

5.3 **Anti-bribery.** We will comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

5.4 **Fees.** Subject to any express agreement otherwise under clause 4.6, you will pay us the Fees for the relevant Services in accordance with clause 10.1.

5.5 **Your obligations.** You shall:

- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- (b) ensure that the services set out in the Quotation are complete and accurate;
- (c) co-operate with us in all matters relating to the Services;
- (d) provide us, our employees, agents, consultants and subcontractors, with access to your premises, office accommodation and other facilities or the premises of Your Client as reasonably required by us;
- (e) provide us with such information, reports and materials as we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects (we will contact you by telephone or email to ask for this information, which must be supplied within 10 days of our request and no later than 4 clear Business Days before the assessment);
- (f) obtain and maintain all necessary permissions and consents which may be required for the Services before the date on which the Services are to start; and
- (g) where necessary, provide an interpreter, who must be independent from the client and ideally from a professional agency.

5.6 **Customer Default.** If our performance of any of our obligations under the Contract is prevented or delayed by any act or omission by you or Your Customer or failure by you to perform any relevant obligation, including those set out above in clause 5.5 (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to us, we shall have the right to suspend performance of the Services until you remedy the Customer Default, and to rely on the Customer Default to relieve us from the performance of any of our obligations in each case to the extent the Customer Default prevents or delays our performance of any of our obligations;

- (b) we shall not be liable for any costs or losses sustained or incurred by you or Your Client arising directly or indirectly from our failure or delay to perform any of our obligations as set out in this clause 5.6;
- (c) you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default; or
- (d) we may end the Contract under clause 9.4(b).

5.7 **Our Privacy Policy.** Our Privacy Policy which details how we will gather and process personal information is attached at Schedule 2 (**Privacy Policy**) and may be updated from time to time. A current version of the Privacy Policy can be accessed at <https://tsfassessments.co.uk/privacy-policy/> or via a link on our website. You will ensure that Your Client understands how to access our Privacy Policy.

5.8 **What we are not responsible for.** In providing the Services, we act on your instruction and cannot second-guess or advise you as to what Services you may require. Our provision of the Services does not include, and nor are we in any way responsible for:

- (a) any medical diagnosis;
- (b) assessing future needs of you or Your Client;
- (c) any legal advice;
- (d) the valid execution of a Will or lasting power of attorney (even in circumstances where we are acting as a witness); or
- (e) the provision of an interpreter, who must be independent from the client and ideally from a professional agency.

6. DISAGREEING WITH THE ASSESSMENT OR GENERAL COMPLAINTS

6.1 **Where you disagree with our assessment or have a general complaint.** For disagreements and complaints, please follow the complaints procedure in our Complaints Policy attached at Schedule 4 (**Complaints Policy**) and updated from time to time.

7. YOUR RIGHT TO MAKE CHANGES

7.1 **If you wish to make a change to the Services.** If you wish to make a change to the Services you have Ordered please contact us. We will let you know if the change is possible. If it is possible, we will let you know whether the change will affect the Fees for the Services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

8. OUR RIGHT TO MAKE CHANGES

8.1 **Minor changes to the Services.** We may change the Services and the specification to reflect changes in relevant laws and regulatory requirements or if the amendment will not materially affect the nature or quality of the Services.

8.2 **More significant changes to the Services and these terms.** In addition, we may make more significant changes to these terms or the Services, but if we do so we will notify you as to the impact of the changes on the Services and any fees payable. If you are not happy with the changes, you may contact us to end the Contract before the changes take effect and you will receive a refund for any Services paid for but not received.

9. ENDING THE CONTRACT

- 9.1 **Ending the Contract for breach or insolvency.** Without limiting any of our other rights under these terms, either of us may terminate the Contract with immediate effect by giving written notice to the other if at any time the other:
- (a) commits any serious or repeated breach or non-observance of any of the provisions of these terms;
 - (b) the other party is declared bankrupt or takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 9.2 **Ending the Contract because of something we have done or are going to do.** You can end the Contract immediately for a reason set out at (a) to (d) by giving us written notice and we will refund you in full for any Services which have not been provided. The reasons are:
- (a) we have told you about a significant upcoming change to the Services or these terms under clause 8.2 and you do not agree to this change;
 - (b) we have told you about an error in the price or description of the Services you have ordered and you do not wish to proceed;
 - (c) there is a risk that supply of the Services may be significantly delayed to the extent set out in clause 4.2; or
 - (d) we have suspended supply of the Services for technical reasons or notify you we are going to suspend them for technical reasons, in each case for a period of more than 4 weeks.
- 9.3 **Cancelling a Contract.** You may cancel a Contract at any time but we will be entitled to apply the cancellation charges set out at clause 10.8.
- 9.4 **When we may end the Contract.** We may end the Contract for Services at any time by writing to you if:
- (a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due; or
 - (b) you do not, comply with the provisions set out in clause 5.5.
- 9.5 **We may withdraw the Services.** We may write to you to let you know that we are going to stop providing the Services. We will let you know at least 30 days in advance of our stopping the supply of the Services and will refund any sums you have paid in advance for Services which will not be provided.
- 9.6 On termination of the Contract you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt;

- 9.7 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 9.8 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

10. FEES AND PAYMENT

- 10.1 **Where to find the fees for the Services.** The fees for the Services will be set out in the Quotation (the **Fees**). The Fees will be based on the price for the relevant service set out in our current rate card, notwithstanding that we will charge a percentage uplift to the relevant price as follows:
- (a) if you require the Services to be performed in London: 20% uplift;
 - (b) if you specifically request Tim Farmer to perform the relevant Services: 30% uplift;
 - (c) if you require any assessment to be conducted within 48 hours of us receiving your instruction: 30% uplift; and
 - (d) if you require any assessment to be conducted within 24 hours of us receiving your instruction: 50% uplift.
- 10.2 **Excessive travel time or distance.** We reserve the right to charge additional costs for travel time and costs which will be notified to you in advance.
- 10.3 **Your responsibility to make payment.** The Contract for the provision of Services is between you and us. Unless otherwise agreed between us in writing, where you are engaging us on behalf of Your Client or where you engage us jointly with a third party, we will invoice you and you will pay us the Fees in full in advance. You will be liable to pay us the Fees irrespective of whether you have been paid for such costs by Your Client or any third party.
- 10.4 **When you must pay and how you can pay.**
- (a) You must make an advance payment of the full Fees for the Services before we start providing them. We will invoice you for the Fees for the Services when we send you the Order Confirmation. You must pay each invoice in advance of us providing the Services, but in any event within 30 days from the date of invoice.
 - (b) We accept payment by cheque, bank transfer and PayPal.
- 10.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on any undisputed overdue amount at the rate of 8% a year above the base lending rate of The Bank of England from time to time but at 8% for any period when that base rate is below 0%. This interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 10.6 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your Order date and the date we supply the Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.

- 10.7 **Missed visit fee.** If we arrive at a pre-arranged appointment and are unable to see Your Client, you will pay us the Administration Fee set out in our current rate card.
- 10.8 **If you wish to cancel a Contract.** You may cancel a Contract subject to payment of the cancellation charges set out below. Cancellation requests must be emailed to us and will not be effective until we have confirmed receipt of the cancellation request by return email (and in the event that you have not received a confirmation email from us, you are advised to telephone us to ensure that the cancellation request has been received). We are entitled to apply the following cancellation charges:
- (a) where you cancel a Contract more than 7 days prior to the start of Services, no cancellation charge;
 - (b) where you cancel a Contract less than 7 days but more than 24 hours prior to the start of Services, a cancellation charge of 50% of the estimated Fee; and
 - (c) where you cancel a Contract less than 24 hours prior to the start of Services, a cancellation charge of 100% of the estimated Fee.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 11.1 **LIMITATION OF LIABILITY** Subject to clause 11.2, the following types of loss are wholly excluded: loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss or use or corruption of software, data or information, loss of or damage to goodwill, any loss or damage that is indirect, consequential or not foreseeable. Subject to clause 11.2, our total liability to you for all loss and damage under the Contract is limited to £250,000.
- 11.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.
- 11.3 We have given commitments as to compliance of the Services with relevant specifications in clause 4. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12. CONFIDENTIAL INFORMATION AND PERSONAL DATA

- 12.1 **Definition of Confidential Information.** Confidential Information means information in whatever form relating to your business, customers, clients, products, affairs and finances, together with any details whatsoever relating to Your Client to whom we are referred to provide mental capacity assessments and/or mental state assessments (**Confidential Information**).
- 12.2 We acknowledge that in providing the Services, we will have access to Confidential Information which will be of a sensitive and highly confidential nature.
- 12.3 We will not use or disclose to any third party any Confidential Information save as is required for the provision of Services. This restriction does not apply to:
- (a) any use or disclosure authorised by you or required by law; or
 - (b) any information which is already in, or comes into, the public domain otherwise than through our unauthorised disclosure.

- 12.4 You will keep confidential the details of these terms and the contents of our current rate card and not disclose such information to any third party. This restriction does not apply to:
- (a) any use or disclosure authorised us or required by law; or
 - (b) any information which is already in, or comes into, the public domain otherwise than in breach of this clause 12.
- 12.5 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 12.6 The parties will comply with their data protection obligations set out in Schedule 3 (**Data Protection**).

13. OTHER IMPORTANT TERMS

- 13.1 **Our relationship.** The relationship us to you will be that of independent contractor and nothing in these terms will render any of our personnel an employee, worker, agent or partner of yours and our personnel will not hold themselves out as such.
- 13.2 **We may transfer this Contract to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will be done in accordance with these terms.
- 13.3 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to third party if we agree to this in writing.
- 13.4 **Nobody else has any rights under this Contract.** This Contract is between you and us. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 13.5 **If a court finds part of these terms illegal, the rest will continue in force.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract. If any provision or part-provision of this Contract deleted under this clause 13.5 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 13.6 **Even if we delay in enforcing these terms, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.
- 13.7 **Which laws apply to these terms and where you may bring legal proceedings.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
- 13.8 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to the ADR Group via their website at www.consumer-dispute.co.uk or telephone them on 02036005050 or

email them at consumer-dispute@adrgroup.co.uk. ADR will not charge you for making a complaint. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

13.9 Notices

- a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Quotation.
- b) Any notice or communication shall be deemed to have been received:
 - i. if delivered by hand, at the time the notice is left at the proper address;
 - ii. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the fourth day after posting; or
 - iii. if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
 - iv. This clause 13.9 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

13.10 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13.11 Entire agreement

- a) The Contract 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.
- b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- c) Nothing in this clause shall limit or exclude any liability for fraud.

Schedule 1 - SERVICES

The services that TSF Assessments (**TSF**) are able to provide include, but are not limited to' the following:

	Service	Specification
1.	Provision of Lasting Power of Attorney (LPA) Certificate	<ul style="list-style-type: none"> • For both types of LPA, Property and Financial Affairs and Health and Welfare. • TSF personnel provided to carry out this service will be qualified as a certificate provider under Category B – Skills section. • TSF personnel provided to carry out this service will be qualified as a certificate provider under Category B – Skills section. • TSF will ensure that the person making the LPA (the Donor) has the capacity to do so. • TSF will assess capacity in line with the Mental Capacity Act (2005), associated guidance and any relevant case law. • In providing the service TSF representatives will ensure that they are happy that the donor: <ul style="list-style-type: none"> - understands what an LPA is and the contents of their LPA; - understands what powers they are giving to their attorneys appointed under the LPA; - is not being pressured or tricked into making the LPA or under any other form of duress; and - that there is nothing else that would prevent the LPA being made.
2.	Assessment of testamentary capacity	<ul style="list-style-type: none"> • This will be primarily for (but not limited to) Last Will and Testaments. • TSF will assess Your Client’s Mental Capacity in accordance with the Mental Capacity Act (2005) and associated guidance as well as any other relevant case law



3.	Court of Protection assessments	<ul style="list-style-type: none"> • TSF will assess the Your Client’s Mental Capacity in relation to the specific decision being requested by the Court of Protection. • In doing so, TSF will assess capacity in accordance with the Mental Capacity Act (2005) and associated guidance as well as any other relevant case law. • TSF will also be required to complete the relevant paperwork which is to be done at the time of the assessment and in accordance with any Court of Protection guidance.
4.	Provision of Court reports	<ul style="list-style-type: none"> • On occasion TSF will be asked to submit a court report regarding its assessment of capacity. • The report is to be contemporaneous and follow the relevant guidance relating to the completion of such reports. • Regardless of whether a report is requested at the time, it is the expectation that TSF will make its own contemporaneous record of each assessment to ensure that should a report be required at a later date, they are able to so provide.
5.	Witnessing of Wills	<ul style="list-style-type: none"> • If agreed, and if you, or one of your representatives, is present to oversee the valid execution of a Will, TSF will provide one witness signature. Please note that it is not TSF’s responsibility to ensure that a Will is validly executed.

Schedule 2 – PRIVACY POLICY

INTRODUCTION

We are committed to protecting and respecting your privacy.

Everyone has rights with regard to the way in which their personal information is handled. During the course of our activities we will collect, store and process personal information about our customers, suppliers and other third parties, and we recognise that the correct and lawful treatment of this data will maintain confidence in the organisation and will provide for successful business operations.

This policy sets out the basis on which any personal information we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal information and how we will treat it.

Under the Data Protection Act 2018, the data controller is TSF Assessments Limited of TSF Assessments Ltd, PO Box 474, Stonehouse, GL6 1NR (collectively referred to as “TSF”, “we”, “us”, or “our” in this privacy notice).

DATA PROTECTION PRINCIPLES

When processing your information, we must comply with the six enforceable principles of good practice. These provide that your personal information must be:

- processed lawfully, fairly and in a transparent manner,
- processed for specified, explicit and legitimate purposes,
- adequate, relevant and limited to what is necessary,
- accurate and kept up to date,
- kept for no longer than is necessary, and
- processed in a manner than ensures appropriate security.

INFORMATION YOU GIVE TO US

We may collect, use, store and transfer different kinds of personal information about you, including:

- **Identity Data**, such as your name, marital status, title, date of birth, gender,
- **Contact Data**, such as your address, email address and telephone numbers,
- **Financial Data**, such as bank account and payment card details,

- **Health Data**, such as your GP records and medical history, details of any medical treatment you may be receiving, details of previous medical or psychiatric assessments and copies of any reports,
- **Transaction Data**, including details about payments to and from you, and other details of products and services you purchase from us,
- **Technical Data**, including IP addresses, your log-in data, browser type and version, time-zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access our website,
- **Usage Data**, including information about how you use our website, products and services, and
- **Mark Data**, such as your preferences in receiving marketing from us and our third parties, and your communication preferences.

‘SPECIAL CATEGORY’ DATA

Information relating to your racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health, criminal convictions, sex life or sexual orientation, or certain types of genetic or biometric data is known as ‘special category’ data.

This is most likely to occur, for example, if we are instructed to carry out a mental capacity assessment on you and we require the information to assist us in our evaluation and report.

HOW WE COLLECT YOUR PERSONAL INFORMATION

We may obtain personal information by directly interacting with you, such as when you:

- complete an enquiry form on our website,
- complete a referral form on our website,
- send us your medical documents or other personal information, directly or via your solicitors or authorised nominee, with a view to instructing us to carry out a mental capacity assessment,
- instruct us, directly or via your solicitors or authorised nominee, to conduct a mental capacity assessment,
- attend an appointment with one of our assessors to undertake a mental capacity assessment,
- subscribe to our services or publications, or otherwise requesting marketing material to be sent to you,
- give us your business card, or
- correspond with us by phone, email, letters or otherwise.

We may obtain personal information via automated technology when you interact with our website by using cookies, server logs and other similar technologies.

We may also collect personal information about you from third parties or publicly available sources, such as:

- analytics providers (such as Google),
- search information providers
- providers of technical, payment and delivery services,
- local authorities and social workers,
- care homes and other health care providers, and
- your GP or medical practice.

HOW WE USE YOUR PERSONAL INFORMATION

We will only use your personal information when the law allows us to. Most commonly, we will use your personal information in the following circumstances:

- you have given us consent,
- we need to perform a contract we are about to enter into, or have entered into, with you,
- where it is necessary for our or a third party's legitimate interests, and your interests and rights do not override those interests, or
- where we need to comply with a legal or regulatory obligation.

We will only use 'special category' information:

- provided we have your explicit consent to use it,
- where we believe that we need to use that data to protect your vital interests where you are not able to provide us with your explicit consent,
- where it is necessary for reasons of substantial public interest,
- where you have previously made that data public knowledge,
- where it is necessary for the purposes of preventative or occupational medicine, medical diagnosis, providing health or social care or treatment, or pursuant to a contract with a health professional, or
- if we need to use that data to establish, exercise or defend legal claims.

PURPOSES FOR WHICH WE WILL USE YOUR PERSONAL INFORMATION

We may use your personal information for a number of different purposes. For each purpose, we are required to confirm the ‘legal basis’ that allows us to use your information, as follows:

Purposes for which we will use the information you give to us	Legal basis
To register you as a new client	It will be necessary for the performance of the contract between you and us
To process your instructions and, if accepted, to deliver the service to you (including managing payments, fees and charges)	It will be necessary for the performance of the contract between you and us
To carry out the requested assessment and thereafter to provide our report or to complete the requested documentation	It will be necessary for the performance of the contract between you and us
To collect and recover money owed to us	It will be necessary for our legitimate business interests, namely to ensure we receive payment for services that you have ordered from us
To notify you about changes to our terms of business or this privacy policy	It will be necessary for our legitimate business interests, namely to ensure you are aware of our current terms and conditions
To administer our website and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes, to allow you to participate in interactive features of our service, when you choose to do so, to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you and to make suggestions and recommendations to you and other users of our website about goods or services that may interest you or them	It will be necessary for our legitimate business interests to ensure you receive the best experience possible when accessing and using our website. We will comply with our cookie policy when processing this information.
To provide you with information about special offers and other services we offer that are similar to those that you have already received from us	Where you have previously received marketing communications from us, then it will be necessary for our legitimate business interests, namely to ensure you continue to receive communications that you have previously agreed to receive In all other cases, we will only do this if you give us your consent.



For training purposes	We may request your consent to record (either by video recording or voice recording) our assessment of you to assist us with training our staff. We will only record your assessment with your advance consent.
-----------------------	---

We will only use your personal information for the purpose(s) for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal information without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

WHAT IF YOU CANNOT OR WILL NOT PROVIDE US WITH YOUR PERSONAL INFORMATION?

It is a contractual requirement for you to provide us with certain information, namely the nature and purpose of the assessment requested as well as identity and contact details for the person undergoing the assessment. If you do not provide us with that information, we will be unable to accept your instructions and deliver the services to you.

COOKIE POLICY

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our website. A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive.

Our website only uses third party analytical and performance cookies. Specifically, we use a third party tracking cookie. This allows us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.

Please note that other third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies.

You can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our website.

DISCLOSURE OF YOUR INFORMATION

We may share your personal information with the parties set out below:

- the Court of Protection in circumstances where we have a legal duty to do so,
- your GP, social care worker, and (in some instances) the police, in circumstances where we have concerns for your welfare,



- your solicitor or personal representative,
- providers of IT and system administration services to our business, including One Drive, Xero Accounting Software, Workbooks CRM Software, DocSafe and other online cloud providers,
- our professional advisers (including solicitors, bankers, auditors and insurers),
- HM Revenue & Customs, the Information Commissioner's Office, regulators and other authorities who require reporting of processing activities in certain circumstances,
- analytics and search engine providers that assist us in the improvement and optimisation of our website, and
- third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal information in the same way as set out in this policy.

We require all third parties to respect the security of your personal information and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal information for their own purposes and only permit them to process your personal information for specified purposes and in accordance with our instructions.

WHERE WE STORE YOUR PERSONAL INFORMATION

All information you provide to us is stored on our secure servers in the United Kingdom.

We will take all steps reasonably necessary to ensure that your data is treated securely, including taking the following safeguards:

- **Secure lockable desks and cupboards.** Desks and cupboards are kept locked when not in use if they hold confidential information of any kind.
- **Methods of disposal.** Paper documents are disposed of by shredding in a manner that ensures confidentiality.
- **Firewalls and Encryption.** We use industry standard firewall protection and encryption technology.
- **Equipment.** All computer devices that hold personal information are password protected. All of our mobile devices are equipped with software which is able to remotely delete data in the event of the device being lost or stolen.
- **Overseas transfers.** We do not transfer any personal data overseas.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal information, we cannot guarantee the security of your data transmitted to our website; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

HOW LONG WE WILL STORE YOUR PERSONAL INFORMATION

The length of time that we will store your data will depend on the ‘legal basis’ for why we are using that data, as follows:

Legal basis	Length of time
Where we use/store your data because it is necessary for the performance of the contract between you and us	We will use/store your data for as long as it is necessary for the performance of the contract between you and us
Where we use/store your data because it is necessary for us to comply with a legal obligation to which we are subject	We will use/store your data for as long as it is necessary for us to comply with our legal obligations
Where we use/store your data because it is necessary for our legitimate business interests	We will use/store your data until you ask us to stop. However, if we can demonstrate the reason why we are using/storing your data overrides your interests, rights and freedoms, then we will continue to use and store your data for as long as it is necessary for the performance of the contract between you and us (or, if earlier, we no longer have a legitimate interest in using/storing your data)
Where we use/store your data because you have given us your specific, informed and unambiguous consent	We will use/store your data until you ask us to stop

To determine the appropriate retention period for personal information, we consider the amount, nature and sensitive of the personal information, the potential risk of harm from unauthorised use or disclosure of your personal information, the purposes for which we process your personal information and whether we can achieve those purposes through other means, and the applicable legal requirements.

YOUR RIGHTS

You have various legal rights in relation to the information you give us, or which we collect about you, as follows:

- You have a **right to access the information** we hold about you free-of-charge, together with various information about why and how we are using your information, to whom we may have disclosed that information, from where we originally obtained the information and for how long we will use your information.
- You have the **right to ask us to rectify any information** we hold about you that is inaccurate or incomplete.
- You have the **right to ask us to erase the information** we hold about you (the ‘right to be forgotten’). Please note that this right can only be exercised in certain circumstances and, if you ask us to erase your information and we are unable to do so, we will explain why not.
- You have the **right to ask us to stop using your information** where: (i) the information we hold about you is inaccurate; (ii) we are unlawfully using your information; (iii) we no longer need to use the information; or (iv) we do not have a legitimate reason to use the information. Please note that we may continue to store your information; or use your information for the purpose of legal proceedings; or for protecting the rights of any other person.

- You have the **right to ask us to transmit the information** we hold about you to another person or company in a structured, commonly used and machine-readable format. Please note that this right can only be exercised in certain circumstances and, if you ask us to transmit your information and we are unable to do so, we will explain why not.
- Where we use/store your information because it is necessary for our legitimate business interests, you have the **right to object to us using/storing your information**. We will stop using/storing your information unless we can demonstrate why we believe we have a legitimate business interest which overrides your interests, rights and freedoms.
- Where we use/store your data because you have given us your specific, informed and unambiguous consent, you have the **right to withdraw your consent** at any time.
- You have the **right to object to us using/storing your information for direct marketing purposes**.

If you wish to exercise any of your legal rights, please contact our General Manager by writing to the address at the top of this policy, or by emailing us at liz@tsfassessments.co.uk or info@tsfassessments.co.uk.

You also have the right, at any time, to lodge a complaint with the Information Commissioner's Office if you believe we are not complying with the laws and regulations relating to the use/storage of the information you give us, or that we collect about you.

OPTING OUT OF RECEIVING MARKETING COMMUNICATIONS

You can ask us to stop sending you marketing communications at any time by contacting our General Manager by writing to the address at the top of this policy, or by emailing liz@tsfassessments.co.uk or info@tsfassessments.co.uk.

AUTOMATED DECISION-MAKING

We do not use automated decision-making processes.

THIRD PARTY LINKS

Our website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy notice of every website you visit.

CHANGES TO OUR POLICY

Any changes we make to our policy in the future will be posted on our website and, where appropriate, notified to you by email or via social media. Please check our website frequently to see any updates or changes to our policy.

CONTACT

Questions, comments and requests regarding this policy are welcomed and should be addressed to our General Manager by writing to the address at the top of this policy, or by emailing us at liz@tsfassessments.co.uk or info@tsfassessments.co.uk.

Schedule 3 – DATA PROTECTION

1. Interpretation

1.1 The following definitions apply in this schedule:

Agreed Purposes: *The performance by each party of its obligations under the Contract, in particular providing the Services to Your Client.*

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: *as set out in the UK Data Protection Legislation in force at the time.*

Data Discloser: *a party that discloses Shared Personal Data to the other party.*

UK Data Protection Legislation: *all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.*

Data Protection Legislation: *the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or and applicable to a party.*

Permitted Recipients: *the parties to this Contract, the employees of each party, any third parties engaged to perform obligations in connection with this Contract.*

Shared Personal Data: *the personal data to be shared between the parties under clause 2.1 of this schedule. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:*

- a) *identity data, such as name, marital status, title, date of birth and gender,*
- b) *contact data, such as address, email address and telephone numbers, and*
- c) *health data, such as GP records and medical history, details of any medical treatments the data subject may be receiving, details of previous medical or psychiatric assessments and copies of any reports.*

1.2 The terms set out in this schedule will survive termination (for any reason) or expiry of the contact.

2. Data controller obligations

2.1 Shared Personal Data. This clause sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the **Data Discloser**) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

2.2 Effect of non-compliance with UK Data Protection Legislation. Each party shall comply with all the obligations imposed on a controller under the UK Data Protection Legislation, and any material breach of the UK Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate the Contract with immediate effect.

2.3 Particular obligations relating to data sharing. Each party shall:

- a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- b) give full information to any data subject whose personal data may be processed under this Contract of the nature such processing. This includes giving notice that, on the termination of this Contract, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- c) process the Shared Personal Data only for the Agreed Purposes;
- d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Contract and have received adequate training on compliance with this schedule and the UK Data Protection Legislation;
- f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- g) not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:
 - i. complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
 - ii. ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; or (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) Binding corporate rules are in place or (iv) one of the derogations for specific situations in 60Article 49 GDPR applies to the transfer.
- h) implement and maintain, at their respective cost and expense, appropriate technical and organisational measures in relation to the processing of the Shared Personal Data:
 - i. such that the processing will meet the requirements of the UK Data Protection Legislation and ensure the protection of the right of data subjects;
 - ii. so as to ensure a level of security in respect of the Shared Personal Data appropriate to the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Share Personal Data transmitted, stored or otherwise processed.

2.4 Mutual assistance. Each party shall assist the other in complying with all applicable requirements of the UK Data Protection Legislation. In particular, each party shall:

- (a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- (b) promptly inform the other party about the receipt of any data subject access request;
- (c) provide the other party with reasonable assistance in complying with any data subject access request;

- (d) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
- (e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the UK Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the other party without undue delay and at least within 48 hours on becoming aware of any breach of the UK Data Protection Legislation;
- (g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of the Contract unless required by law to store the personal data;
- (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- (i) maintain complete and accurate records and information to demonstrate its compliance with this clause 2.4 and allow for audits by the other party or the other party's designated auditor; and
- (j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the UK Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the UK Data Protection Legislation.¹
- h) If either party receives any complaint, notice or communication which relates directly or indirectly to the processing of the personal data or either party's compliance with its obligations under the UK Data Protection Legislation and the data protection principles set out therein, with respect to security, breach notifications, audit, impact assessments and consultations with supervisory authorities and/or regulators it shall notify the other party without undue delay and it shall provide co-operation and assistance as the other party may reasonably require.

Schedule 4 – COMPLAINTS POLICY

Definitions

1.1 In this Complaints Policy the following expressions have the following meanings:

“Appeal” means your request to escalate a Complaint from Level One to Level Two if you are not satisfied with the outcome at Level One;

“Appeal Handler” means an employee of TSF Assessments Ltd working at Director level who will handle Level Two Complaints;

“Business Day” means, any day (other than Saturday or Sunday) or public holiday in England when banks in London are open for business.

“Complaint” means a complaint about services sold by TSF Assessments Ltd, about our customer service, or about our employees;

“Complaint Handler” means an employee of TSF Assessments Ltd working at Senior Management Level who will handle Level One Complaints;

“Complaints Policy” means this document;

“Complaints Procedure” means the internal complaints handling procedure of TSF Assessments Ltd which is followed when handling a Complaint and is available from TSF Assessments Ltd for your reference;

“Complaint Reference” means a unique code assigned to your Complaint that will be used to track your Complaint;

“Level One” means the first stage in our complaints handling procedure under which your Complaint will be handled by a Complaint Handler; and

“Level Two” means the second stage in our complaints handling procedure under which you may appeal the outcome of a Level One Complaint. Your Complaint will be handled by an Appeal Handler.

2. Purpose of this Complaints Policy

- 2.1 TSF Assessments Ltd welcomes and encourages feedback of all kinds from our customers. If you have a Complaint about our services, our customer service, or about our employees, not only do we want to resolve it to your satisfaction, but we also want to learn from it, in order to improve our business and customer experience in the future.
- 2.2 It is our policy to resolve Complaints quickly and fairly, where possible without recourse to formal investigations or external bodies. In particular, the aims of this Complaints Policy are:
 - 2.2.1 To provide a clear and fair procedure for any customers who wish to make a Complaint about TSF Assessments Ltd, our services, our customer service, or about our employees;
 - 2.2.2 To ensure that everyone working for or with TSF Assessments Ltd knows how to handle Complaints made by our customers;
 - 2.2.3 To ensure that all Complaints are handled equally and in a fair and timely fashion;
 - 2.2.4 To ensure that important information is gathered from Complaints and used in the future to avoid such a situation arising again.

3. What this Complaints Policy Covers

- 3.1 This Complaints Policy applies to the provision of services by TSF Assessments Ltd, to our customer service and to our employees.
- 3.2 For the purposes of this Complaints Policy, any reference to TSF Assessments Ltd also includes our employees.
- 3.3 Complaints may relate to any of our activities and may include (but not be limited to):
 - 3.3.1 The quality of customer service you have received from TSF Assessments Ltd;
 - 3.3.2 The behaviour and/or professional competence of our employees;
 - 3.3.3 Delays, defects, poor workmanship or other problems associated with the provision of services by TSF Assessments Ltd;
- 3.4 The following are not considered to be Complaints and should therefore be directed to the appropriate department:
 - 3.4.1 General questions about our services;
 - 3.4.2 Matters concerning contractual or other legal disputes;
 - 3.4.3 Subject access requests for the disclosure of information, for example, under the General Data Protection Regulations.

4. Making a Complaint

- 4.1 All Complaints, whether they concern our services, our customer service, or our employees, should be made in one of the following ways:
 - 4.1.1 In writing, addressed to the General Manager, TSF Assessments Ltd, PO Box 474, Stonehouse, GL6 1NR;
 - 4.1.2 By email, addressed to General Manager at info@tsfassessments.co.uk;
 - 4.1.3 By contacting us by telephone on 0333 577 7020.
- 4.2 When making a Complaint, you will be required to provide the following information in as much detail as is reasonably possible:
 - 4.2.1 Your name, address, telephone number and email address (We will contact you using your preferred contact method as your Complaint is handled);
 - 4.2.2 If you are making a Complaint on behalf of someone else, that person's name and contact details as well as your own;
 - 4.2.3 If you are making a Complaint about a particular assessment, the reference number beginning MCA;
 - 4.2.4 If you are making a Complaint about a particular employee of ours, the name and, where appropriate, position of that employee;
 - 4.2.5 Further details of your Complaint including, as appropriate, all times, dates, events, and people involved;
 - 4.2.6 Details of any documents or other evidence you wish to rely on in support of your Complaint;
 - 4.2.7 Details of what you would like TSF Assessments Ltd to do to resolve your Complaint and to put things right. (Please note that whilst we will make every reasonable effort to accommodate such requests, we are not bound to take any action beyond that which we may be contractually or otherwise legally obliged to take.)

5. How We Handle Your Complaint

- 5.1 TSF Assessments Ltd operates a two-stage complaint handling procedure. Following our Complaints Procedure, our aim is to always resolve Complaints to your satisfaction at Level One without further recourse to Level Two. If you are not satisfied at the end of Level One, you may escalate your Complaint to Level Two.
- 5.2 **Level One:**
- 5.2.1 Upon receipt of your Complaint, the General Manager identified above in Section 4.1 will log the Complaint in our CRM system and will acknowledge receipt of it in writing within 5 days, giving you a Complaint Reference.
- 5.2.2 When we acknowledge receipt of your Complaint we will also provide details of your Complaint Handler. This may be the General Manager to whom your original Complaint was directed (as above) or your Complaint may be assigned to another appropriate member of our team.
- 5.2.3 If your Complaint relates to a specific employee, that person will be informed of your Complaint and given a fair and reasonable opportunity to respond. Any communication between you and the employee in question should take place only via the Complaint Handler and we respectfully ask that you do not contact the employee in question directly concerning the Complaint while we are working to resolve it.
- 5.2.4 If we require any further information or evidence from you, the Complaint Handler will contact you as quickly as is reasonably possible to ask for it. We ask that you use reasonable efforts to supply any such information or evidence quickly, in order to avoid delaying the complaints handling process. If you are for any reason unable to provide such information or evidence, we will use all reasonable efforts to proceed without it, however, please be aware that we will not ask for further information or evidence unless we consider it important to the successful resolution of your Complaint.
- 5.2.5 We aim to resolve Level One Complaints within 30 days, however in some cases, particularly if your Complaint is of a complex nature, this may not be possible. If this is not possible for any reason you will be informed of the delay, the likely length of the delay and the reasons for it.
- 5.2.6 At the conclusion of the Level One complaints procedure, regardless of the outcome, we will provide you with full details of our investigation, our conclusions from that investigation, and any action taken as a result. You will also be reminded of your right to appeal our decision and escalate the complaint to Level Two in the form of an Appeal.
- 5.3 **Level Two:**
- 5.3.1 If you are not satisfied with the resolution of your complaint at Level One, you may appeal the decision within 14 days, and have the complaint escalated to Level Two. Appeals are handled by Director level members of our team.
- 5.3.2 Appeals, quoting your original Complaint Reference, should be directed to your original Complaint Handler who will forward the request to an appropriate Appeal Handler. Receipt of Appeals will be acknowledged in writing within 5 days. When we acknowledge receipt of your Appeal we will also provide details of your Appeal Handler.
- 5.3.3 If your Complaint relates to a specific employee, that person will be informed of your Appeal and given a further opportunity to respond. Any communication between you and the employee in question should take place only via the Appeal Handler and we respectfully ask that you do not contact the employee in question directly concerning the Complaint while we are working to resolve it.
- 5.3.4 If we require any further information or evidence from you, the Appeal Handler will contact you as quickly as is reasonably possible to ask for it. We ask that you use reasonable efforts to supply any such information or evidence to us quickly, in order to avoid delaying the complaints handling process. If you are for any reason unable to provide such information or evidence, we will use all reasonable efforts to proceed without it, however, please be aware that we will not ask for further information or evidence unless we consider it important to the successful resolution of your Complaint.

- 5.3.5 We aim to resolve Level Two Complaints within 30 days, however in some cases, particularly if your Complaint is of a complex nature, this may not be possible. If this is not possible for any reason you will be informed of the delay, the likely length of the delay and the reasons for it.
- 5.3.6 At the conclusion of the Level Two procedure, regardless of the outcome, we will provide you with full details of our investigation, our conclusions from that investigation, and any action taken as a result. Our decision at this stage is final.

6. Confidentiality and Data Protection

- 6.1 All Complaints and information relating thereto are treated with the utmost confidence. Such information will only be shared with those employees of TSF Assessments Ltd who need to know in order to handle your Complaint.
- 6.2 We may ask for your permission to use details of your Complaint (with your personal details removed) for internal training and quality improvement purposes. If you have given such permission, you may revoke it at any time by contacting General Manager, whose details are provided above in Section 4.1.
- 6.3 All personal information that we may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions under EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and your rights under that Act.

7. Questions and Further Information

If you have any questions or require further information about any aspect of this Complaints Policy or about our Complaints Procedure, please contact the General Manager by post at TSF Assessments Ltd, PO Box 474, Stonehouse, GL6 1NR, by telephone on 0333 577 7020, or by email at info@tsfassessments.co.uk.

8. Policy Responsibility and Review

- 8.1 Overall responsibility for this Complaints Policy within TSF Assessments Ltd and the implementation thereof lies with the General Manager.
- 8.2 This Complaints Policy is regularly reviewed and updated as required.
- 8.3 This Complaints Policy was adopted in June 2018.
- 8.4 This Complaints Policy was last reviewed in December 2021.