

SkillGuard: Terms and Conditions for Authorised Users

By accessing the software and database known as SkillGuard you agree to be bound by the terms set out below:

1. You agree:
 - a. to keep a secure username and password for the use of SkillGuard and not to share it with anyone else;
 - b. at all times to ensure the physical security of electronic devices you use to access SkillGuard (this is especially significant for laptops and other portable devices); and
 - c. to notify your employer immediately upon any unauthorised use of your password or any other breach of security.
2. You have a non-exclusive non-transferable licence to access and use SkillGuard which is personal to you in your capacity as an employee of or worker for your employer and is strictly limited to use for the purposes set out in paragraph 3 below. This licence is revocable and, without limitation, shall be immediately and automatically revoked should your employment terminate or your employer no longer be permitted to use SkillGuard for whatever reason.
3. You must ensure that your use of SkillGuard and the information contained within it is solely for your employer's properly authorised purposes including for the purposes of recording and determining the qualifications of individuals, for safety, workforce and worksite planning, obtaining resources, training and reporting.
4. If you become aware of any inaccuracy, error, omission or problem with the data contained within SkillGuard and/or SkillGuard itself, you shall promptly report this to your employer. Such problems could, for example, include being able to view data which does not pertain to your employer or your employer's activities.
5. You agree to use SkillGuard and the data contained within it in accordance with any applicable:
 - a. data protection laws including the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679; and
 - b. privacy notice and/or safeguarding documentation (such as appropriate policy documents).
6. All data contained within SkillGuard is confidential and must be used by you solely in accordance with these terms and solely for the purposes set out in paragraph 3.
7. Data contained within SkillGuard relating to individuals must not be disclosed directly or indirectly to any third parties without the prior written authorisation of your employer and in accordance with any applicable data processing agreement, data sharing

agreement or privacy notice.

8. You acknowledge and agree that all actions taken by users of SkillGuard are logged and will be subject to audit.