

Primary Authority Terms and Conditions

Statutory Guidance

By making an application for nomination you agree to have regard to any guidance issued by the Secretary of State under sections 22(3) and 33 of the Regulatory Enforcement and Sanctions Act 2008.

Liability

The local authority's liability arising from their involvement in a Primary Authority partnership shall be limited in any year to the amount paid in that year for services under the partnership.

The local authority will not be liable for any unforeseeable loss which arises as a consequence of their involvement in the partnership.

Confidentiality

BRDO and the primary authority will treat all confidential information as confidential and will safeguard it accordingly. BRDO and the primary authority may need to disclose confidential information to other government departments and local authorities. This information will only be disclosed for the purposes of facilitating the operation of Primary Authority. BRDO and the primary authority may also need to disclose confidential information if legally obliged to do so, for example, by court order or in accordance with the Freedom of Information Act 2000 and/or the Freedom of Information (Scotland) Act 2002.

Freedom of Information

BRDO and local authorities are subject to the Freedom of Information Act 2000 and/or the Freedom of Information (Scotland) Act 2002. It is a condition of Primary Authority that the regulated person agrees to respond to any requests for assistance, at their expense, to enable compliance with any relevant disclosure requests within the relevant time limits for compliance.

Although BRDO and local authorities will take into account any representations that are made about the disclosure of information which concerns the regulated person, BRDO and local authorities are responsible for determining whether any information is exempt from disclosure in accordance with their Freedom of Information obligations.

Maintaining Details – regulated person

If your contact details, trading name(s) or premises details change you should update these as soon as reasonably practicable. You can change your contact details by accessing the Primary Authority Register or requesting your primary authority to do this for you (for direct partnerships) or requesting your co-ordinator to do this for you (for co-ordinated partnerships).

Maintaining Details – primary authority

If any contact details change, you should update the Primary Authority Register as soon as reasonably practicable.

Primary Authority Terms and Conditions

Personal Information

Personal information which is supplied to BRDO, including through the Primary Authority Register, will be shared with local authorities to facilitate the operation of Primary Authority.

BRDO may also share information with other public sector organisations, such as Government Departments or regulators.

The BIS Personal Information Charter sets out further information about how this information is used, how we maintain the security of this information, and rights to access the personal information we hold. This can be accessed at <https://www.gov.uk/government/organisations/department-for-business-innovation-skills/about/personal-information-charter>

Changes to these Terms and Conditions

BRDO reserves the right to vary these terms and conditions. BRDO will contact you if any variation is to take place and will provide at least 30 days notice before any changes come into effect.

Email updates

By making an application for nomination you will be indicating your consent to receiving email newsletters and other updates about Primary Authority and BRDO. If you later decide that you do not want to receive this correspondence you will be able to unsubscribe.

Entire agreement

Nothing contained in any prior or subsequent agreements between the primary authority and the regulated person, including in Memoranda of Understanding, Service Level Agreements or Summaries of Partnership Arrangements, shall override, modify or affect the application or interpretation of these terms and conditions.

Revocation

Your Primary Authority partnership will continue unless it is revoked by the Secretary of State in accordance with the Regulatory Enforcement and Sanctions Act 2008 section 26(5).