

## **CitizenCard Applicant Terms and Conditions**

The Terms and Conditions set out below are important and affect your rights as a customer of CitizenCard Limited. They apply to anyone applying for a **CitizenCard**.

We draw your attention in particular to the fact that your purchase and payment is of our Application Processing and Validation Service. If you complete the Application process successfully we will issue you with a CitizenCard, subject to conditions of use, which remains at all times Our legal property.

You must read these Terms and Conditions carefully before applying for a CitizenCard.

If You have any queries You should email [contact@citizencard.com](mailto:contact@citizencard.com)

1. Definitions
2. Contractual Agreement
3. Eligibility to Apply for a CitizenCard
4. Protection of Data
5. Applicant's Obligations
6. Referee's Obligations
7. Payment
8. Parental Consent
9. Photographs
10. Use of Card
11. Variation of these Terms and Conditions
12. Limitation of Liability
13. Customer Service
14. Governing Law

### **1. DEFINITIONS**

In these Terms and Conditions, unless the context requires otherwise: “Applicant” means a person applying for a CitizenCard to be issued in their name and for their use.

“Application” means the application made by the Applicant for a CitizenCard. “Card” means a CitizenCard proof of identity and age Card.

“The Company” means CitizenCard Limited, company no. 3669949, which operates the CitizenCard identity and proof of age scheme.

“Data” means data pertaining to an Applicant or data pertaining to a Referee.

“Fraud” includes any fraud, dishonesty and deceit and in particular includes but is not limited to:

- knowingly supplying incorrect information to Us;
- knowingly enabling a Referee to supply incorrect information to Us;
- purporting to act as the Applicant or Referee;

“Lawful Holder” means the person to whom the Card is issued, in other words the successful Applicant.

“Loss” means losses, costs, damages, injuries, accidents or claims (whether direct or indirect) suffered by You in connection with Your Application and/or the Card issued to You.

“Misconduct” includes:

- failure to comply with these Terms and Conditions;
- attempting to obtain a CitizenCard by fraud;
- misusing a CitizenCard;
- misconduct in dealing with our Staff;

“PASS” means the Proof of Age Standards Scheme ([www.pass-scheme.org.uk](http://www.pass-scheme.org.uk)) which is endorsed by the UK Home Office, Police and Trading Standards.

“Supporting Document” means a document confirming the Applicant’s name and date of birth such as a passport, photo driving licence, Government-issued ID Card, PASS Card, Birth Certificate, NHS Medical Card and Gender Recognition Certificate.

“Terms and Conditions” means these terms and conditions as amended from time to time;

“We/Us/Our” means CitizenCard Limited, the operator of the CitizenCard identity and proof of age Card scheme.

“You/Your” means the Applicant/Applicant’s.

“Referee” means the person who has verified Your Application and who has countersigned Your Application, Your photograph and, if required, a copy of Your original Supporting Document or who has confirmed such information electronically.

“Territory” means the United Kingdom of Great Britain and Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.

## 2. CONTRACTUAL AGREEMENT

These Terms and Conditions set out the contractual relationship between Us and You.

## 3. ELIGIBILITY TO APPLY FOR A CITIZENCARD

3.1 Any person of any age ordinarily resident within the Territory is eligible to apply for a CitizenCard.

3.2 A person below the age of sixteen (16) must obtain the consent of a parent or legal guardian with whom they are ordinarily resident.

3.3 To apply for a CitizenCard, you must apply online (make an e-application) at [online.citizencard.com](https://online.citizencard.com) or use a printed Application form available from, amongst others, certain retailers, airlines, local authorities and police services.

3.4 Applications for a CitizenCard must be completed in full and must be countersigned, physically or via an electronic 'Statement of Truth' (for e-applications), by a Referee.

3.5 We undertake checks of the information supplied on an Application form in compliance with standards set by PASS and will not issue a Card unless all requirements have been met.

3.6 If it is not possible to complete an Application process successfully, a CitizenCard will not be issued. In this circumstance a refund of the cost of the Application Process and Validation Service will not be given.

3.7 If Your Application is successful we will issue a Card. By accepting the Card you agree to be bound by the Terms and Conditions at [www.citizencard.com](https://www.citizencard.com) as amended from time to time. This is in addition to Your acceptance of Terms and Conditions on Application.

3.8 Any changes to your name, postal address, telephone numbers or email address must be notified by email to [contact@citizencard.com](mailto:contact@citizencard.com) or in writing to: CitizenCard, 36 Bromells Road, London SW4 0BG.

3.9 We will not be responsible for late, lost or misdirected post (either received by us or sent by us to you) and we recommend you use recorded delivery for standard Applications and special delivery for urgent Applications. We send out cards by second (2<sup>nd</sup>) class post (standard applications) and special delivery (urgent applications).

3.10 You may have been issued with an old Application form addressed to Manchester, Newcastle-under-Lyme or Chester. These Application forms are no longer valid and you should instead apply using either the online application process at [online.citizencard.com](https://online.citizencard.com) (an e-application) or a printed form that is addressed to our London office:

CitizenCard, 36 Bromells Road, London SW4 0BG

3.11 Correspondence from you to us should be emailed to [contact@citizencard.com](mailto:contact@citizencard.com), [application@citizencard.com](mailto:application@citizencard.com), [complaint@citizencard.com](mailto:complaint@citizencard.com) or posted to: CitizenCard, 36 Bromells Road, London SW4 0BG.

## 4. PROTECTION OF DATA

4.1 CitizenCard Limited is registered as a Data Processor (Reg.No. Z7733342) under the Data Protection Act 2018 and is compliant with the GDPR (General Data Protection Regulation (EU) 2016/679).

4.2 The Data which is processed by Us in connection with an Application include:

- Personal Data supplied by the Applicant such as name, signature, date of birth, home address and other contact details;
- Personal Data supplied by the Referee such as name, signature, occupation, work address and other contact details;
- Personal Data supplied by the Applicant's parent or legal guardian such as name and signature.

4.3 We provide Experian, an information company, with access to CitizenCard Data for the purpose of age validation, identity authentication and fraud prevention. If a website or other organisation wishes to ascertain the identity or age of one of its users, Experian ([www.experian.co.uk](http://www.experian.co.uk)) can corroborate the information supplied against details held on the CitizenCard Database.

4.4 We also provide Yoti, a digital identity company, and 1Account, an online identity verification company, with the ability to confirm electronically the validity of a cardholder provided that the cardholder has given Yoti or 1Account their consent to so doing.

4.5 The purposes for which Data may be Processed by Us include:

- Validating Your personal details;
- Validating the Referee's personal details;
- Maintaining a digital audit trail for PASS compliance purposes;
- Replacing a Card if Your original Card is lost or stolen or damaged, or for the purpose of issuing a Renewal Card when You reach sixteen (16), eighteen (18) years old or when your appearance or name changes.
- Providing customer service to You, Your Referee and/or Your parent or legal guardian if you are under sixteen (16);
- Accounting and audit, safety and security, fraud prevention and investigation, and systems testing, development and maintenance;
- Customer relations, service recovery and assisting Us in future dealings with You;
- Marketing and market research analysis;

- Communicating to You information about CitizenCard, including information about CitizenCard Card scheme developments, programmes and initiatives, using any contact details provided;
- Conducting market research; and
- Any other purpose which is obvious or is communicated to You.

4.6 If You wish to have your Data removed permanently from Our records please email [contact@citizencard.com](mailto:contact@citizencard.com) or write to: CitizenCard 36 Bromells Road London SW4 0BG

## 5. APPLICANT'S OBLIGATIONS

5.1 The Applicant must consent on the Application Form that he or she acknowledges that payment to The Company covers the cost of the Card Application Processing and Validation Service. The Applicant is not paying for the Card which at all times remains the legal property of The Company.

5.2 The Applicant must consent on the Application Form that he or she acknowledges that providing false information is a criminal offence under the terms of the Fraud Act 2006. Provision of false information includes falsifying any of the Applicant's or Referee's personal details, signatures, 'Digital Referee Declarations' and/or countersignatures of (or electronic 'Statements of Truth' confirming the validity of) the Applicant Photo and/or Application Form and/or copy of the Applicant's original Supporting Document.

5.3 Falsifying original Supporting Documents, for example using software such as PhotoShop®, to doctor a government-issued document such as an original or certified copy of a birth certificate, passport or any other government-issued ID is a serious criminal offence and The Company will always refer evidence of such to the police.

5.4 The Applicant must complete all parts of the Application Form correctly, complying fully with the requirements set out, including provision of a countersigned Application, countersigned photograph, if applicable countersigned Supporting Document, together with the correct payment. All the tickboxes within the Applicant Declaration must be ticked if the Application is to be successful.

5.5 If the application is made via [online.citizencard.com](https://online.citizencard.com) (an e-application) the Applicant is responsible for ensuring that their Referee submits a 'Digital Referee Declaration Form' and for ensuring that their Referee provides CitizenCard with an electronic 'Statement of Truth' confirming the validity of the application, in particular that the photo supplied is a true likeness to the applicant, and that the applicant's details match those on the applicant's Supporting Document or they have confirmed the applicant's details against the official records held at their workplace.

5.6 The Applicant must take the Application form, together with two (2) photographs and if appropriate a copy of their original Supporting Document together with the original Supporting Document to a person qualified, able and willing to act, as a Referee. However, if the application is made via [online.citizencard.com](https://online.citizencard.com) (an e-application) using the Applicant's Supporting Document, the applicant must take the original Supporting Document to a person qualified, able and willing to act, as a Referee.

5.7 If you apply online, the Card age-band is automatically selected and determined by your date of birth. If you require a higher age-band, you must select it in the "Age-Band" section of the online application page. Failure to do this will result in a current age band card being issued.

5.8 If you apply using one of our paper forms and require an 18+ card but you are still 17 years old when you apply you must attach a letter to your application requesting what age band you would like i.e. 18+ or 16-17. The same applies if you are 15 but want a 16-17 card. Failure to do this will result in a lower age band card being issued. This also depends on form type.

5.9 You can choose the next age-band if the age-band on your card will change within 3 months of your application. Your application will be put on hold until you are eligible to receive the requested age-band.

5.10 The next age-band 16-17 or 18+ CitizenCard cannot be posted until one working day before your birthday; this is subject to your application being verified. If your birthday is on a Sunday your card will not be issued until the first working day after your birthday. If your birthday is on a Monday your card will be posted on the day of your birthday. The application process begins once your application is received at our office.

5.11 All instant applications must apply for a CitizenCard as normal and supply the correct information at the time of their appointment. The Referee must be available to be contacted on a work landline number at the time of the appointment. The price of the application is £40 and if the Referee is unavailable at the time of the appointment a refund will not be given and the application will be treated as a normal Urgent application.

## **6. REFEREE'S OBLIGATIONS**

6.1 A person should only act as a Referee if they are aged 25 or older, in work, able and willing to be contacted at their workplace by workplace telephone and workplace email and they cannot be retired, self employed or work from home. The workplace must be a registered business. They cannot be a relative, legal guardian, carer or live at the same address as the applicant.

6.2 If the Referee supporting a 'Supporting Document' Application process does not know the Applicant personally, they must countersign a photocopy of the Applicant's original photographic Supporting Document: either passport or driving licence or EU national identity card or Card bearing the PASS hologram (such as Young Scot or Validate) or Home Office approved photo ID.

6.3 If the Referee supporting a 'Supporting Document' Application does know the applicant personally, they can countersign a photocopy of the Applicant's original non-photographic Supporting Document instead: either birth certificate, certified copy of birth certificate, Gender Recognition Certificate, NHS Medical Card, DBS (Disclosure and Barring Service) Check document or European Health Insurance Card.

6.4 The Referee must complete all parts of the Referee Declaration correctly, complying fully with the requirements set out, including countersigning the Application form, countersigning

one photograph of the Applicant and if a 'Supporting Document' Application process countersigning a photocopy of the original Supporting Document.

6.5 The Referee must be able and willing to tick all the tickboxes for either 'Supporting Document' Application or 'Official Records' Application in the Referee Declaration. In particular, the Referee must consent that he or she acknowledges that providing false information is a criminal offence under the terms of the Fraud Act 2006.

6.6 Provision of false information includes falsifying any of the information supplied within the Referee Declaration, knowingly countersigning a photocopy of a fake or forged Supporting Document, knowingly countersigning the reverse of an Applicant's photograph as a true likeness when this is not so, knowingly certifying that the Applicant's details on the Application form match the Referee's organisation's official records when this is not so, or knowingly certifying that the Applicant is the person to whom the records pertain when this is not so.

6.7 A Referee can only support a 'Supporting Document' Application (countersigning a photocopy of the Applicant's original Supporting Document) if they are a professionally-qualified person such as one of the following:

- Accountant • Bank/Building Society official • Barrister • Broker • Chairman / Director of a limited company • Chemist • CitizenCard Member of Staff • Civil Servant (permanent) • Councillor: local or county • Dentist • Designated Premises Supervisor • Director/Manager of a VAT registered Charity • Director / Manager / Personnel Officer of a VAT registered company • DWP adviser • Engineer (with professional qualifications) • Funeral Director • Journalist • Job Centre Advisor • Legal Secretary • Local Government Officer • Manager/Personnel Officer of a limited company • Member of Parliament • Minister of a recognised religion • Nurse (RGN and RMN-qualified) • Officer of the Armed Services • Optician • Personal Licensee Holder • Police Officer • Post Office Official • Salvation Army Officer • Social Worker • Solicitor • Surveyor • Teacher or Lecturer

6.8 A Referee can only support an 'Official Records' Application by certifying that an Applicant's details supplied on the Application Form match the Applicant's details held on the Referee's organisation's official records (and that the Applicant is the person to whom the records pertain).

6.9 An 'Official Records' Referee must be one of the following:

- the Applicant's Teacher/Tutor/Head of Year/Administrator at their School/College/University
- the Applicant's Doctor/Dentist/nurse/administrator at their GP or dental surgery
- Certified Solicitor/Social Worker/Prison Officer/Probation Officer
- a Bank/Building Society staff member at the Applicant's branch or
- the Applicant's employer (if the employer is public sector or a large private employer).

6.10 If the Referee is determined to be a person not qualifying to act as such the Application will be initially put on hold and a letter or if applicant applied online email will be sent to the Applicant to notify them that to continue with the application they will need to provide a suitable Referee who meets all the requirements and if the Application Process cannot continue due to lack of the Application is rejected.

6.11 If the Referee cannot be contacted by landline telephone or workplace email at their workplace during normal office hours the Application will be put on hold and a letter or if applicant applied online email will be sent to the Applicant to request the details of a new Referee before the Application Process can continue.

6.12 If the Referee is contacted but is unable or unwilling to confirm the information supplied in the Application Form the application will be put on hold and a letter or if applicant applied online email will be sent to the Applicant to request the details of a new Referee before the Application Process can continue.

### **Additional Referee obligations for e-applications made at [online.citizencard.com](https://online.citizencard.com)**

6.13 A Referee supporting an e-application must sign and return the ‘Digital Referee Declaration’ sent to them by the Applicant. This consents to us disclosing the Applicant’s details to the Referee.

6.14 If the Referee supporting a ‘Supporting Document’ Application does not know the Applicant personally, they must sign and return a ‘Statement of Truth’ confirming that the applicant’s details match those on the Supporting Document (which they have seen the original of, and that the photo supplied is a true likeness of the Applicant). The Supporting Document must be photographic: passport or driving licence or EU national identity card or Card bearing the PASS hologram (eg. Young Scot or Validate) or Home Office approved photo ID.

6.15 If the Referee supporting a ‘Supporting Document’ Application does know the applicant personally, they must sign and return a ‘Statement of Truth’ confirming that the applicant’s details match those on the Supporting Document (which they have seen the original of, and that the photo supplied is a true likeness of the Applicant). The Supporting Document must be one of those in 6.14 or non-photographic: birth certificate, certified copy of a birth certificate, Gender Recognition Certificate, NHS Medical Card, DBS (Criminal Records Bureau) Check document or European Health Insurance Card.

6.16 If the Referee supports an ‘Official Records’ Application they must sign and return a ‘Statement of Truth’ confirming that the applicant’s details match those on their official records and that the Applicant is the person to whom the details pertain.

6.17 A Referee can only support a ‘Supporting Document’ Application if they are a professionally-qualified person such as one of those listed at 6.7.

6.18 An ‘Official Records’ Referee must be one of those listed at 6.9.

## **7. PAYMENT**



7.1 Payment covers the cost of processing and verifying the application for a CitizenCard (the card itself remains the property of CitizenCard Limited). As soon as an application is submitted, either online or by post, CitizenCard Limited incurs costs in processing the information supplied. If an applicant wishes to cancel their application at any time they may do so but the application fees will not be refunded.

7.2 The application process does not begin until you pay for and submit your application online, or for offline applications when CitizenCard has received the applicant's completed application form at its office.

7.3 The Applicant must choose whether to apply for standard or urgent application. Standard application takes up to 21 days, urgent application takes up to 1-2 working days. For offline applications, the process begins when we receive the applicant's completed application including a referee declaration, countersigned photograph, applicant declaration and (where applicable) relevant Supporting Document at our office.

7.4 For an e-application made at [online.citizencard.com](https://online.citizencard.com) the process begins once application has been submitted and paid for, but please bear in mind that we still need to receive applicant photograph, Digital Referee Declaration and Referee's Statement of Truth (confirming applicant's photo as a true likeness and either that applicants details match those on the original Supporting Document or that the details match those held on the Official Records).

7.5 The normal cost of the standard application process is £17 (including VAT at the prevailing rate). The normal cost of the urgent application process is £30 (including VAT at the prevailing rate). The normal cost of the standard replacement application process is £12 (including VAT at the prevailing rate). The normal cost of the urgent replacement application process is £25 (including VAT at the prevailing rate). Promotional or discounted rates may be offered from time to time. The normal cost of an instant process is £40 (including VAT at the prevailing rate). The normal cost of an instant renewal/replacement process is £35 (including VAT at the prevailing rate). Promotional or discounted rates do not apply to instant applications.

7.6 The applicant, or if the applicant is below the age of sixteen (16) their parent or legal guardian, is responsible for making payment in full at the time of applying. Payment covers the cost of the Application Processing and Validation Service, not the Card itself which if issued remains at all times the legal property of The Company.

7.7 If full payment is not received the application will not be processed. Payment can be made by postal order, credit or debit Card. Cash cannot be accepted in payment unless the Applicant attends the London office of CitizenCard in person having made a prior appointment.

## **8. PARENTAL CONSENT**

8.1 If the Applicant is below the age of sixteen (16) a parent or legal guardian with whom the Applicant is ordinarily resident must consent to the application providing their full name and signature.

8.2 If the Applicant is below the age of sixteen (16) they do not need to sign the Applicant Signature but all parts of the Applicant Declaration must be completed by the parent or legal guardian who is signing the parental consent.

## **9. PHOTOGRAPHS**

9.1 The Applicant must supply two (2) passport quality colour photographs, one (1) of which must be countersigned by the Referee.

9.2 For e-applications made at [online.citizenscard.com](https://online.citizenscard.com) the Applicant must upload one passport-quality photo, the likeness of which to the Applicant must be confirmed by the Referee in their 'Statement of Truth'.

9.3 The photographs must be an image of the Applicant's head and shoulders. The background must be white and the Applicant's face must be completely visible. Sunglasses and headwear cannot be worn other than for religious or medical reasons.

9.4 The Applicant's face must display a neutral expression devoid of a smile or grimace.

9.5 The second photograph, the one not countersigned by the Referee, must be stuck or glued to the specified box (marked 'ATTACH ONE PHOTO HERE') within the Application Form.

9.6 The countersigned photograph must not be stuck or glued to the form. It can be paper clipped to the form or enclosed loose within the envelope.

9.7 Applications received without the two (2) photographs enclosed in the format required will be rejected.

## **10. USE OF CARD**

10.1 Although We may issue You with a Card it remains at all times Our legal property. It may only be used by the lawful holder of the Card who is the Applicant. The Card may not be lent, sold or given to any other person under any circumstances.

10.2 The Card may only be used, by the lawful holder, for the purpose of proving identity or age in order to access goods or services where the provider of such goods or services requires evidence of the customer's identity and/or age.

10.3 The Card contains a PASS hologram which means that it is endorsed as a valid form of ID and proof of age by the government, police and trading standards. All national retail trade associations (together representing most of the shops, supermarkets, pubs and clubs in the UK) and all airlines recognise the card as valid ID (for domestic flights) and proof of age.

However, no guarantee can be given that a particular premise, or individual working at that premise, will acknowledge and/or accept the Card as valid ID or proof of age.

10.4 The Company is in no way liable for non-acceptance of a Card under any circumstances. A lawful holder of a Card must therefore satisfy themselves that a premise at which they intend to use their Card will acknowledge and accept the Card as valid ID and proof of age.

10.5 Under no circumstances will The Company entertain requests for refunded payments in instances where a Card is refused. Payments to CitizenCard are made to cover the cost of the Application Processing and Validation Service, not for the Card itself which remains at all times the legal property of The Company.

10.6 CitizenCards do not expire, however cardholders can renew their membership if they wish to obtain a higher age-band card or if their appearance has changed. Cardholders can also renew their existing CitizenCard if their name has changed legally since their previous CitizenCard was issued. Please note that if cardholder's name was changed legally, a copy of change of name deed or marriage certificate or Gender Recognition Certificate must be included with Renewal application.

## **11. VARIATION OF THESE TERMS AND CONDITIONS**

11.1 We reserve the right at all times to make changes to these Terms and Conditions from time to time. Applicants, Referees, Parents/Legal Guardians or Lawful Holders who do not accept the amendments may return the Card to us, if issued, and/or request that data applicable to them is removed from Our records as advised in 4.6.

## **12. LIMITATION OF LIABILITY**

12.1 We will not be liable for any Loss resulting from the failure of an Application to result in a Card being issued.

12.2 We will not be liable for any Loss if, by reason of local or regulatory prohibitions or restrictions, We are unable to process an Application or issue a Card.

12.3 Our liability for negligence, breach of contract, or any other matter is limited to reimbursing the cost of the Application Processing and Validation Service.

## **13. CUSTOMER SERVICE**

**We aim to reply to a written letter within two weeks and to emails within three working days.**

13.1 If you have queries about these Terms and Conditions, or any other matter related to CitizenCard, please email [contact@citizencard.com](mailto:contact@citizencard.com) or write to:

CitizenCard, 36 Bromells Road, London, SW4 0BG.

13.2 If you wish to complain about something please email [complaint@citizencard.com](mailto:complaint@citizencard.com) or write to:

Complaints, CitizenCard, 36 Bromells Road, London, SW4 0BG.

13.3 If you remain dissatisfied write to:

The Chief Executive, CitizenCard, 36 Bromells Road, London, SW4 0BG.

13.4 If you wish to refer your grievance to a third party please contact your local trading standards department or Citizens Advice.

#### **14. GOVERNING LAW**

14.1 These Terms and Conditions shall be governed by and construed in accordance with English law. We and You submit to the exclusive jurisdiction of the English courts to resolve any disputes that may arise out of them.

14.2 Any provision of these Terms and Conditions declared void or unenforceable by any competent authority or court shall, to the extent of such invalidity or unenforceability, be deemed severable and shall not affect the other provisions remaining which shall continue unaffected.

Updated 28 August 2019 © CitizenCard Limited