



TRUSTMARK
Government Endorsed Quality

Data Warehouse

Terms of Use v1.0

Published
24 September 2019

Introduction

The [TrustMark Data Warehouse](#) (Data Warehouse) is a Government supported initiative and has been developed in response to [The Each Home Counts Review](#). The core objectives are to underpin consumer protection and quality of work delivered in homes through facilitating greater accountability for work delivered.

TrustMark respects the rights and privacy of all data subjects. The data is provided for the purposes of delivering 'Professional and Trade Services' and may be used for 'Consumer Services' and anonymised and aggregated 'Public Interest Statistics and Reports' as defined in the [Data Warehouse Privacy Notice](#).

Read these terms before using the Data Warehouse.

We have taken steps to ensure that these terms focus on important principles and are simple to understand and easy to stick to.

When do these Terms apply?

Whenever you use the Data Warehouse you agree to these terms.

What happens if I do not stick to these Terms?

If you don't stick to all these terms then we can suspend or terminate your use of the Data Warehouse, this will prevent you from being able to record or "Lodge" work and may impact your eligibility to participate in certain Government Schemes.

Terms

These rules have been established to protect both you and us and to help us both keep out of trouble and as such may be subject to change as required.

Definitions

"We / Us" means TrustMark (2005) Ltd

"You" means any party other than TrustMark (2005) Ltd

"Lodgement" means work or services recorded and submitted into the Data Warehouse

"Data Warehouse" means the TrustMark operated platform hosted at data-hub.org.uk that may be also be accessed via the TrustMark Business Portal on trustmark.org.uk

Rules

- a) You will obtain consent of the property owner or any data subject about which details are provided into the Data Warehouse.
- b) You are responsible for the quality of the data you provide entered.
- c) You will not provide any data that may harm or offend any other people.

- d) You will not upload data relating to children or special categories of data (those relating to your racial or ethnic origin; political opinions; religious or philosophical beliefs; trade union membership; sex life or orientation; genetic data; biometric data; disability; or data relating to any criminal convictions or offences).
- e) You will not misuse the Data Warehouse; examples of misuse may include:
 - I. Using the data for purposes other than the conduct of work for your consumer, such as sales or marketing purposes.
 - II. Sharing log in details or passwords.
 - III. Attempting to 'hack' or access systems or data.
- f) Upon the completion of work recorded or 'Lodged' into the Data Warehouse we will generate and email a Lodgement Certificate to the Property Owner and provide a link to our Privacy Notice so that your customer can understand how their data will be used.
- g) You grant us permission to access the data provided including files or photos uploaded for the purposes detailed in our Privacy Notice.
- h) You will not imitate or present yourself as TrustMark and will not recreate or copy our services.
- i) You accept that we may contact you, your customer or Scheme Provider in relation to quality assurance activity relating to the information provided into the data warehouse.
- j) In the event of a personal data breach with a high risk of adversely affecting your customers you will notify them immediately. You will also notify us of any personal data breach without undue delay at data@trustmark.org.uk

If you have any comments or suggestions for how we can improve these terms please contact data@trustmark.org.uk