



DAVIS G-CLOUD ADDITIONAL TERMS FOR DRIVER LICENCE CHECKING

These Terms are supplemental to any general terms agreed by the Parties where the Driving Licence Checking Service is supplied to the Client.

Definitions

"Account" means the facility set up within the DAVIS hosted service for the Client to which their Data Subjects and nominated Administrators may have access to manage their driver's data.

"ADD" means "Access to Driver Data" the service provided by the DVLA under licence to the Company to allow requests for individual Licence Holder records to be submitted to the IEP (Independent Enquiries Platform) the central database containing the driving licence records for Great Britain (England, Scotland and Wales).

"Addendum" means these additional conditions which shall form part of the Main agreement.

"Approval" means that the Data Subject has signified by signature or other act of assent their agreement to the driving licence check against their DVLA record.

"E-Approval" means the use by the Client of any procedure(s) facilitated by the Company and considered suitable for use as an alternative to the D906/ADD paper-based process. The E-Approval process will include an opportunity to refuse or withdraw Approval, and a link to the fair processing notice as well as the required wording for a formal declaration of agreement. For the avoidance of doubt, E-Approval is not available as an option for Requests to DVA NI.

"Main Agreement" means the principal agreement under which services are provided by the Company to the Client.

"CPC and Tacho Data" means the information stored as part of the driver record within the DVLA ADD service. This includes the Tacho Card number, validity dates and a status code and CPC valid from and to dates for LGV and PSV.

"Client" means the organisation submitting the Driving Licence Check to the DVLA IEP through the DAVIS Driving Licence Check service in accordance with the DVLA requirements and which has a demonstrable business need for making such enquiry.

"Company" means Licence Check Limited whose trading address is 1 St James Court, Friar Gate, Derby DE1 1BT.

"CPC" means Certificate of Professional Competence for vocational drivers of lorries and buses.

"Data Processing Declaration/DPD" means the D906/ADD Data Processing Declaration form issued in approved format, naming the Client and the Company, setting out the legal basis for the request being made and with the relevant details completed by the driver and signed by them indicating acceptance to searches against their driver record held by the DVLA. The DPD lasts for 3 years from the date of issue unless (i) it is withdrawn by the Licence Holder, or (ii) the Licence Holder ceases to work

for the Client named in the DPD or (iii) the Licence Holder ceases to drive in connection with their employment with the Client.

"Demonstrable Business Requirement" means a legitimate and lawful reason to request and process the driver data.

"Driving Licence Check/DLC" means the checking of a Data Subject's driving licence information against the records held centrally by the Driver Vehicle and Licensing Authority (DVLA) for that individual with a view to confirming their licence status, penalties, endorsements, revocations disqualification and confirming their entitlement to drive their vehicle.

"DQ3/Nil 3 Result" means a record returned with 'licence holder suppressed record' status following a Request to the DVLA against that licence holder's record. This means that the record is not available electronically from the DVLA and a manual submission will need to be made to obtain the details in the licence holder record. There are a number of reasons for which a record may be marked. A full list is available on request from the Company.

"DVA NI" means the Driver and Vehicle Agency Northern Ireland, an executive agency of the Department of the Environment Northern Ireland.

"DVLA" means the Driver and Vehicle Licensing Agency, an Executive Agency of the Department for Transport acting on behalf of the Secretary of State for Transport which maintains a computerised register of drivers and driver licence data.

"DVLA Representative" means a competent person appointed by the DVLA to represent them in relation to the performance of the Main Agreement and this Addendum.

"DLC/Service(s)" means the Driving Licence Checking service, a DAVIS service developed by the Company to request and process information found in individual driver records managed and maintained by the DVLA in their IEP (Integrated Enquiry Platform) that relates to that Licence Holder's driving licence validity and entitlement as well as any convictions, disqualifications, revocations, endorsements and penalty points. This information is supplied to the Client by the Company under licence from the DVLA subject to the terms of this Addendum.

"Department" means the Department for Transport.

"IEP" means the Integrated Enquiry Platform a system developed by the DVLA to manage, maintain and deliver information relating to driver records this information being made available to the Company through the Access to Driver Data (ADD) service.

"Licence Holder" the individual who is the subject of the driver record enquiry to the DVLA IEP system using the DLC and in respect of whom information regarding the validity of their driving licence, entitlement, status and history is sought by the Client.

"Party/Parties" shall mean a Party to this agreement.

"Personal Data" shall take the meaning ascribed to it under the UKGDPR and shall include (but is not limited) to the following information: names (including former names), address (home and work), postcode, email, telephone numbers, driving licence number and gender, driving licence validity, issue numbers, entitlements and expirations, effective endorsements and penalty points, disqualifications, revocations and suspensions and any licence limitations, CPC and Tachocard information (where relevant).



“Special Personal Data” means information falling within the categories recognised by the UKGDPR (Article 9) and for the purposes of this agreement shall include data relating to criminal convictions and offences (Article 10).

“Tacho Data” means the driver card number and expiry date(s).

1. Status of Variation to Main Agreement

- 1.1. In the event of any conflict between the provisions of this Variation and the Main Agreement, the provisions of this Variation shall have precedence and shall supersede the provisions of the Main Agreement.

2. Rights and Duties

- 2.1. The Client must have a Demonstrable Business Requirement or justification for accessing the DVLA IEP database using the Company's DLC and any driver records and data requested and provided through the Service must be used only for the specific purpose for which the enquiry was made.
- 2.2. Any Licence Holder data provided to the Client under this agreement cannot be obtained or further processed for reasons incompatible with the lawful purpose for which it was obtained and for which the data subject (the Licence Holder) gave their Approval.
- 2.3. Under the terms of the UKGDPR and under our contract with the DVLA allowing access to the records the Company is required to obtain Approval to a Driving Licence Check from the Licence Holder before releasing the information through the Company's Service to the Client. It is the absolute responsibility of the Client to ensure that this Approval is provided prior to requesting the Service.
- 2.4. The Client shall appoint a suitable Administrator to manage their DLC service and account. The Company shall provide suitable training for the nominated Administrator to ensure that they are familiar with the day-to-day management and administration of the Service.
- 2.5. The Client will not use or attempt to use the DLC without proper Approval from the Licence Holder, this Approval to be effective at the date of any initial DLC enquiry and remaining effective thereafter during the 3-year term of the DPD or E-Approval. Retrospective Approval or no Approval will be unacceptable and will constitute a material and irremediable breach of this agreement.
- 2.6. The Client shall put in place a procedure to allow a Licence Holder to withdraw their Approval and for the Company to be notified of this withdrawal within a reasonable time thereafter.
- 2.7. The Client shall be responsible for informing Licence Holders who do not wish to complete a DPD or go through the E-Approval Process of the alternatives that are considered by the DVLA to be acceptable methods of establishing validity and entitlement including (but not limited to) the following :-
 - 2.7.1. Presentation of the physical driving licence
 - 2.7.2. Presentation of the physical driving licence along with a signed declaration
 - 2.7.3. Presentation of the physical licence along with a postal DVLA data subject check
 - 2.7.4. Presentation of the physical licence along with a valid code for the DVLA Check my Driving Licence Service.

- 2.8. The Company will perform its services with reasonable care, diligence and skill and in accordance with relevant legislative and statutory requirements.
- 2.9. It is the Company's intention that the DLC should be available to the Client on a 24/7 basis. However, in order to provide this Service, the Company relies upon external infrastructure systems, services and communications links that are not under its direct control or management. The Company does not warrant or guarantee the availability of any third-party services or communications links or external infrastructure, broadband availability, hosting facility or the fitness or suitability of any equipment used to provide the service that is outside its immediate and direct control (i.e. outside the Company's firewall).
- 2.10. The Company does not warrant the availability of ADD and/or any other services provided by the DVLA, or the completeness, accuracy, quality or fitness for purpose of any Licence Holder information within the DVLA IEP database.

3. Suspension of Service

- 3.1. The DVLA have an independent right to suspend access to ADD where there has been a breach of security or an audit finds that the Client's Licence Holders are improperly DPD'd or the E-Approval process has not been used. In this event the Client will immediately lose access to the services for any new driving licence enquiries or scheduled rechecks until access is restored.

4. D906/ADD Written Driver DPD and E-Approval Requirements.

- 4.1. The Client acknowledges that the Company will use the D906/ADD Driver DPD Fair Processing Declaration form details or E-Approval information provided to the Company to verify the Licence Holder details with the DVLA.
- 4.2. Any DVA NI requests for licence information **do not** form part of the online DLC service and will therefore require a manual submission for which a different process and a **separate charge** will be incurred. This additional charge information is available on request from the Company.
- 4.3. Although CPC and Tacho Data is included as part of the DLC service from the DVLA, detailed CPC information relating to training courses attended is currently only available to drivers.
- 4.4. To enable the Company to meet the terms of this agreement and satisfy the DVLA requirements for the provision of Licence Holder Personal Data, the Client agrees to use the DLC to create, process, produce and print a D906/ADD Driver DPD Approval form or alternatively to use the E-Approval (as appropriate) according to the circumstances.
- 4.5. The Company will only accept Company pre-formatted or system generated D906/ADD Driver DPD Approval Forms for DLC. Where E-Approval is used or intended to be used, this must satisfy any guidelines or requirements that are published by the Company or the DVLA.
- 4.6. All D906/ADD Driver DPD Approval Forms submitted for verification should be checked for completeness by the Client before being returned to the Company.

- 4.7. The Client agrees to submit all D906/ADD Driver DPD Approval Forms within a reasonable timescale of no more than 3 months from date of DPD creation.
 - 4.8. Where the Client uses E-Approval, any link or request shall cease to be effective after a maximum period of 28 days unless there is specific agreement with the Company for a longer period.
 - 4.9. The Client accepts full responsibility for the accuracy of all information supplied in the D906/ADD Driver DPD Approval form and/or any electronic data or record used in the E-Approval process.
 - 4.10. The Client agrees to procure Approval from Licence Holder named on the D906/ADD Driver DPD Approval form or in any electronic record used in a DVLA request as a pre-condition to its submission to Company and DVLA.
 - 4.11. The paper D906/ADD Driver DPD Approval form should be signed by the Licence Holder in the appropriate section labelled 'Driver Declaration' which provides Approval to carry out the verification check and conforms to the requirements of the UKGDPR and associated regulations.
 - 4.12. Where the Client proposes to use a DLC E-Approval solution or service, integrated within their own software application they must either use the existing E-Approval process or method or submit an alternative proposed method or variation to the E-Approval process to the Company for approval before offering or making such application available to Licence Holders and Administrators (as appropriate). It shall be the responsibility of the Client to ensure that their application follows the E-Approval model and meets the minimum requirements listed by the DVLA.
 - 4.13. If the Data Subject does not wish to provide explicit Approval by agreeing to sign a D906/ADD Driver DPD Approval form or E-Approval then an alternative method must be offered by the Client as listed in Clause 3.7. The standard DPD form cannot be used for these alternative methods.
 - 4.14. Originals, photocopies, fax copies and electronically scanned copies of D906/ADD Driver DPD Approval Forms are acceptable to the Company. However, this is strictly on the basis that they are of 'good quality and clearly legible'. This means:
 - 4.14.1. handwriting and printed wording must not be obscured in any way shape or form or have been tampered with;
 - 4.14.2. correction fluid or any other form of masking will render the form invalid;
 - 4.14.3. D906/ADD Driver DPD Approval Forms should only be electronically scanned as a PDF for the purpose of electronically forwarding to Company via email and must not be used for any other purpose;
 - 4.14.4. all fax and emailed PDF copies of D906/ADD Driver DPD Approval Forms must be full size (A4) copies of the original.
 - 4.15. All D906/ADD DPD Approval Forms that are not compliant with the above or are not clearly signed by Data Subject will be rejected by the Company.
 - 4.16. The Client further agrees to supply to the Licence Holder all such documentation relating to the submission of the D906/ADD Driver DPD Approval form and/or verification as the Company may require whether prior to, or after submission of the relevant D906/ADD Driver DPD Approval form. Failure to provide sufficient information about Licence Holder who is the subject of the enquiry, or failure of Driver to sign the declaration will result in the D906/ADD Driver DPD Approval form being rejected.
 - 4.17. Where the Licence Holder fails to tick any Approval boxes or otherwise omits or fails to satisfy any E-Approval requirement or pass any other form of electronic validation or withdraws or refuses any Approval necessary for the Client to request a DVLA check using E-Approval, the process must be abandoned and, if necessary, re-started anew.
 - 4.18. It is recommended that D906/ADD Driver DPD Approval forms are submitted to Company no later than 15:00 hrs (UK time) on any weekday to ensure that driver records are submitted to DVLA on the same day. Late arrival may mean submission will take place on the next working day.
 - 4.19. The Company may at any time, update or change the DLC where this is considered necessary for beneficial service improvements or to comply with DVLA safety, security demands or other statutory requirements subject to the proviso that this does not materially or detrimentally affect the service itself. Wherever possible the Company will notify the Client in advance of such changes and the reasons for introducing them and where it is practical to do so will provide a reasonable period of notice in advance of their introduction. Notification may be, by individual email, by telephone and published on www.licencecheck.co.uk according to the nature of the change and its likely material effect on Clients in terms any operational consequence or procedural change that may be required to accommodate such update or service modification.
 - 4.20. The Company will provide the DLC in accordance with the D906/ADD Driver DPD Approval form or permitted E-Approval procedure. Any changes required by the Client must be specified in writing and agreed by both Company and DVLA.
 - 4.21. The Company is authorised to provide access to DVLA data to Clients in the United Kingdom. Access to Clients, their agents or contractors outside the UK but within the EEA is permitted, provided the DVLA is notified in advance by the Company. Access from other countries is not permitted.
- 5. Inspection and Audit**
- 5.1. The Company may request the Client to grant access to the DVLA Representative or the Department to their premises for the purposes of making enquiries in relation to any suspected serious breach of data security or the abuse of Personal Data. In such circumstances, the Client will cooperate fully with the DVLA or Department Representative.
- 6. Security and Storage of Driver Data**
- 6.1. The Client should at minimum ensure the following:
 - 6.1.1. That their I.T systems are protected with a regularly updated and industry standard Anti-Virus software as well as ensuring that appropriate hardware protection, backup procedures and firewalls are in place commensurate with the nature of the data being stored and the risk of loss or damage.
 - 6.1.2. That Administrator and Users have a unique User ID to monitor access and prevent unauthorised access to Licence Holder records within the DLC Service.
 - 6.1.3. That access rights to Personal Data should be restricted to those employees who need to know or have access to that data in order to

discharge their function effectively. Where access is necessary in these circumstances it should be restricted to the minimum levels possible.

- 6.1.4. That Client employees, agents or sub-contractors who have or may have access to Personal Data or Sensitive Personal Data are considered suitable, trustworthy and have undergone some form of security clearance or vetting appropriate to their levels of authority and access.
- 6.1.5. That there is a suitably robust password policy and user protocols in place to prevent unauthorised access to DLC and Licence Holder records by unauthorised personnel, this policy to include (but is not limited to) a prohibition against the sharing of passwords or the use of another employee's password to access DLC.
- 6.1.6. That there are policies and supporting documentation in place to ensure the security and integrity of information stored electronically.
- 6.1.7. That a risk assessment has been carried out and is regularly reviewed to ensure that the security arrangements in place are proportionate to the needs of the business and the perceived risk of destruction or loss of or damage to Client data within DLC.
- 6.2. All records containing Personal Data used in connection with or obtained from DLC should be retained by the Client in a secure manner. This will include any Special Personal Data relating to individual Licence Holder convictions, suspensions, endorsements, disqualifications or penalty points and driving licence restrictions relating to health.
- 6.3. Where Personal Data and Special Personal Data obtained from the DLC is held in paper format by the Client or downloaded and printed, it must be retained on secure premises and locked away to prevent unauthorised access. Where this information is stored electronically within IT systems, either hosted by the Company or downloaded to I.T systems owned or managed by the Client there should be suitable controls in place to prevent unauthorised access. These controls must include prohibitions on the use of removable media to store or access this data and strict security and encryption requirements for mobile devices and laptops.
- 6.4. Protected data must be destroyed or deleted securely when there is no continuing business need to retain the information. For the avoidance of doubt Clients should pulp, incinerate or shred paper records or dispose of these through a secure third-party agency who can certify proper destruction, or where the information is stored electronically, securely cleanse the Personal Data from any magnetic storage medium by deletion and overwriting and/or use an approved destruction process for such media.
- 6.5. Personal Data (including Special Personal Data) may not be stored, transferred or accessed overseas by the Client without the express written Approval of the DVLA. This

will include cases where the Personal Data is stored in the UK but can be accessed from overseas. Overseas means outside the EEA.

7. Brand and Trade mark

- 7.1. The Company does not grant the Client any licence to use the DVLA or the Department's brand, logo or trademark in connection with any advertising or promotional purposes whatsoever, although the Client may make known the fact that the Service provided through the Company uses data derived from the DVLA Licence Holders records database but may not represent explicitly or otherwise that the relationship extends beyond that of data owner/supplier and customer via an intermediary (the Company). The Client may not imply or suggest that they have a direct link to the DVLA the IEP database where no such direct link exists.
- 7.2. The Client may not adopt or use any trademark, symbol, image or other device which is similar to the DVLA's brands, logo or trade mark, nor shall they attempt to register any image, mark, symbol or device which is similar or is sufficiently derivative that it is likely to cause confusion.
- 7.3. Any linked reference(s) to the DVLA or the Department that are included on the Client's website or any associated documentation issued or made available by the Client to their users should link to the DVLA or the Department's website and ideally to the relevant page within that website.
- 7.4. This Clause applies to the use of "DVLA" and "Department" and all variations of the same in any electronic or physical media, whether featuring as hidden or visible text.

8. DATA PROTECTION

- 8.1. Both Parties warrant that they will comply with their respective obligations under Data Protection Act 2018 and the UK General Data Protection Regulation (UKGDPR) and the EU General Data Protection Regulation where this is applicable to the personal data and continues to be enforceable within the UK.
- 8.2. The Parties acknowledge that for the purposes of the UKGDPR, the **Client will be the Data Controller** and the **Company will be the Data Processor**.
- 8.3. A statement of processing activity is attached to this document as Appendix A.
- 8.4. Nothing in this agreement shall relieve either Party of, or otherwise affect, the liability of either Party to any data subject or for any other breach of that Party's direct obligations under the UKGDPR. Each Party acknowledges that they shall remain subject to the authority of the Information Commissioners Office ("ICO") or any replacement or successor and shall cooperate fully with the ICO and that their failure to comply with the UKGDPR may make them liable to fines, penalties and compensation requirements under the data protection legislation.

9. AUDIT & INSPECTION RIGHTS

- 9.1. The Company shall maintain accurate, contemporaneous and complete records of the following: -



- (a) the name(s) and contact details for each Client including the name(s) and user Approvals of Client personnel; and
 - (b) the Services and categories of processing undertaken by the Company; and
 - (c) a general description of the technical and organisational security measures applied to the Services; and
 - (d) this information will be made available to the Client upon written request within 3 business days of the receipt of such request.
- 9.2. The Company shall allow for and contribute reasonable time and personnel resource to audits, including inspections, conducted by the Client or a nominated auditor mandated by the Client for the purposes of demonstrating compliance with the requirements of the UKGDPR provided: -
- (a) any auditor mandated by the Client is subject to a written confidentiality agreement that protects the Parties; and
 - (b) any physical audit shall take place during office hours subject to reasonable advance notice to the Company; and
 - (c) any audit is limited to records, data, personnel and equipment that is directly concerned with or connected with the provision of Services to the Client; and
 - (d) the audit is proportionate to the Services provided to the Client and the risk presented by unauthorised release or accidental destruction or loss of the Personal Data and does not materially disrupt the Company's ability to support and deliver services to other clients; and
 - (e) subject to clause 9.3 such audit it at the cost and expense of the Client.
- 9.3. Where a Client audit reveals a material non-compliance by the Company with its obligations under the UKGDPR, the Company will pay the reasonable costs of the audit or inspection. The Company shall also at its own cost and expense take immediate corrective action to address such non-compliance and confirm the corrective actions taken to the Client in writing.
- 9.4. The Company is under certain pre-existing obligations with its third-party suppliers (and/or regulatory bodies) that require the Company to include a right of audit in all of its Client Agreements. The following clauses 9.5 – 9.10 are intended to give effect to that requirement.
- 9.5. The Company shall be entitled to conduct on-site audits of the Clients premises used in connection with the Service upon reasonable prior notice and upon reasonable grounds, not more than once per year of this agreement and on other occasions as imposed on the Company by any regulatory body with competent jurisdiction or one of the Company's third-party suppliers engaged in connection with the Service or any External Agency.
- 9.6. In exceptional circumstances, the Company may need to carry out an unannounced or un-notified audit/inspection. "Exceptional Circumstances" for the purposes of this clause include, but are not limited to:
- (a) Allegations of misuse by the Data Subject whose personal information has been accessed;
 - (b) Serious concerns about the use, storage or security of Output Data or Driver Information or the use of the Service.
 - (c) A referral of a serious concern by an external authority or organisation (for example the DVLA or Information Commissioner).
- 9.7. The Company may be accompanied by representatives of any such regulatory body, third party supplier or External Agency in respect of any such audit imposed on the Company.
- 9.8. All audits will be conducted in a manner that does not materially disrupt, delay or interfere with the Client's performance of its business.
- 9.9. The Client shall provide the Company (or any regulatory body, third party supplier or External Agency as relevant) with full access to its premises, employees, computers, IT systems and records as required for the purpose of any such audit.
- 9.10. Where an audit identifies any material failures or non-adherence to the terms of this agreement the Company may terminate the Main Agreement.

A. Signatures

Signed for and on behalf of Client

Name: _____

Organisation Name and
Position: _____

Signed: _____

Date: _____

Signed for and on behalf of: Licence Check Ltd

Name: Keith Allen
Position: Managing Director

Signed: _____

Date: _____

APPENDIX A: SUMMARY TABLE

Subject-matter of the processing	Driving licence checks as described in the Agreement
Duration of the processing	For the term of the Agreement
Nature and purpose of the processing	Provision of services as described in the Agreement.
Type(s) of personal data according to service and information requested	First name, middle name, surname, date of birth, sex, driver number, address, employee reference, location, department, validity dates, entitlements, restrictions, licence status, unspent convictions and penalty points, restrictions, DQC/Tacho numbers, validity dates, entitlement, member number or ID, policy or document reference, email, telephone number,
Categories of data subjects	Employees, applicants, former employees, hirers, bailees, members & prospective members
Insert data processing instructions	As per settings in the hosted services