Driver and Vehicle Information Solutions End User Licence Agreement

GENERAL TERMS AND CONDITIONS

These terms and conditions shall apply to all use of the Service. Additional Terms may also apply to the specific module purchased from the Company through the Channel Partner and as declared on any Order Form. Additional terms are attached to this Agreement as Schedules and form part of the terms. **Use of the Service is subject to these terms.**

1. INTERPRETATION

1.1. The following definitions will apply:

"**Account**" means the Client specific facility that will be set up within the DAVIS Portal by the Company or Channel Partner as part of the Client sign up process which allows the Client access to the Portal and Service.

"**Additional Terms"** means additional contract terms governing the use of third party or External Agency products and/or services which we are required to publish to Clients as a requirement of providing those product/services.

"Affiliate" means any subsidiary or holding company of a Party.

"Agreement" means this form of End User Licence Agreement for the use of the Service by the Client.

"Approval" means required conduct or action on the part of the Data Subject to signify assent or confirm compliance.

"Business Day" means Monday to Friday (excluding public and bank holidays in England).

"Clause" means a clause of this Agreement.

"**Client**" means the legal entity or person that purchases the Service including any third-party products or solutions that are attached to or incorporated within the Service from the Company through a Channel Partner.

"Client Driver" means a Data Subject who is registered in the portal and is associated with or linked to a Client Account as a Permitted User.

"**Client Information**" means information supplied by or on behalf of a Client for the purposes accessing the Service including but not limited to Personal Data relating to employees, employee dependents and contracted personnel who are required to drive on behalf of the Client, information about working patterns and times, personal attributes, driving entitlement and history, contact information and Vehicle Data.

"**Channel Partner"** means a person or organisation acting as a reseller or distributor of the Service either by implementing DAVIS directly within their own application or services (Integration Partner) or by using the standard Service offered directly to Clients by the Company, but with the Channel Partners own branding or labelling (a "white label" service) (a Solution Partner). In either event the Channel Partner will unless otherwise agreed invoice and collect fees for use of the Service from their Clients.

"**Charges**" means the charges for the Service as detailed on the Order Form or otherwise notified to you by the Channel Partner in the form of a written quotation. Charges will be inclusive of any fees payable to External Agencies for the services provided by them and any professional and/or consultancy fees.

"Codes of Practice" means the relevant codes of practice as specified within the exhibit(s) to this Agreement.

"**Company**" means Licence Check Limited number 06725900 whose registered office is at Wootton Business Park, Besselsleigh Road, Wootton OX13 6FD, United Kingdom. It will also include any sub-contractors and agents declared or notified to the Client that we appoint to deliver the Service to the Client.

"Contract Start Date" the date specified on the Order Form.

"Data Controller/Data Processor" shall have the meaning given to the term in the Data Protection Act 2018 and GDPR (as amended).

"Data Subject" means the individual employee, potential employee, dependent driver, hirer, lessor or contractor whose Driver Information is provided by the Client or by the Client Driver at the request or instruction of the Client and whose Client Information and Output Data will be processed through the Service.

"DAVIS" is the brand name for the Service. It is an acronym for Driver and Vehicle Information Solutions – a modular hosted service that is designed to allow Clients to manage drivers of company vehicles and those using their own vehicles (whether privately owned or leased) in the course of their employment as well as ensuring that the vehicles used remain lawfully on the road, are fit for the purpose and meet the Client's Corporate Social Responsibilities in terms of environmental policies and the duty of care to those under their control and members of the public.

"**Document Image Checking**" means the process for the checking images of source documents uploaded to the Service.

"Driver/User Information" means data, including Personal Data about a Data Subject and any vehicle(s) that is provided to the Company either directly by the Data Subject or by the Client in accordance with this Agreement.

"Driver Record" means the official driver licence record managed by the DVLA or DVANI.

"**Event of Force Majeure**" means any one or more acts, events, omissions or accidents beyond the reasonable control of a Party, including (but not limited to) External Agency strikes, lock-outs or other industrial disputes, failure of a utility service, or transport network or information technology or telecommunications service, act of God (including without limitation fire, flood, earthquake, storm or other natural disaster), war, threat of war, riot, civil commotion, terrorist attack, malicious damage (including without limitation the acts of hackers), epidemic, compliance with any law or governmental order, rule, regulation or direction, accidental damage, failure of plant or machinery, or default, non-performance or late performance of suppliers or sub-contractors.

"**External Agency**" means any third-party organisation other than a sub-contractor that provides services to the Client through the Portal. It will include (but is not limited to) the provision of services or information by the Driver Vehicle and Licensing Agency (DVLA), the provision of information by Driver and Vehicle Standards Agency (DVSA) and the provision of electronic software document checks and validation services by third party suppliers.

"GDPR" means the Data Protection Act 2018 and the UK General Data Protection Regulation as amended from time to time (and the EU GDPR for such period as it continues to have legal applicability in the UK (EU 2016/679)) and any data protection laws or regulations made thereunder or supplemental thereto.

"Helpdesk" or **"Support"** means the helpdesk facility provided by the Channel Partner and/or Company to on-board new Clients, handle Client enquiries pre and post sales and general administration and training for the Service.

"Intellectual Property Rights" or "IPR" means (i) patents, rights to inventions, rights in designs, trademarks and trade names, copyright and related rights, rights in goodwill, database rights, know-how and confidential information, whether registered or not; (ii) all other intellectual property rights or forms of protection and similar or equivalent rights anywhere in the world (whether registered or not) which currently exist or are recognised in the future; and (iii) all applications, extensions and renewals to any such rights.

"**Order Form**" means the order form annexed to or relating to this Agreement as accepted by the Parties.

"**Output Data**" means all information and data provided to a Client by the Company including the results of any enquiry or search, reports, certificates or management information relating to the Client's Account or the use of the Portal.

"Party" means a party to this Agreement and **"Parties"** shall be construed accordingly.

"**Personal Data**" means any information relating to an identified or identifiable natural person who can be identified directly or indirectly by information requested, retrieved and stored in DAVIS to include, but is not limited to identifiers such as name, location, online identifier, identification numbers and any physical information or factors specific to an individual.

"Permitted User" means anyone who has been given access to the Service by the Client.

"**Portal**" means the Company hosted driver and vehicle management solution (DAVIS) accessed by Client via their Account. The Portal may be used by the Client within the Channel Partner application or as a white label product and individual drivers to submit Driver Information and to manage and view results and reports.

"**Service**" means the DAVIS modules that are offered or made available to Clients within the Portal using an Application Programmers Interface the hosted Services using the DAVIS Graphical User Interface (GUI) or white label service, including any optional modules whether provided by the Company or third party. Access to certain parts of the Service may be subject to restriction or additional controls and licence terms so are provided to Clients at the Company's discretion.

"**Subscription Fee**" means the annual Charge payable to the Channel Partner for the provision and support of optional additional services such as API support, Single Sign On (SSO) support and/or sub-domains. Such Charge will be identified on the Order Form.

"Solution Administrator" means the individual(s) appointed by the Client to manage their Account and named as such on the Order Form or their replacement(s) as notified to use pursuant to Clause 3.3(b).

"Vehicle Check" means a check against External Agency records for Vehicle Data.

"Vehicle Information" means information about and associated with a vehicle that is used by a Driver in the course of their employment or as bailee, including but not limited to its specifications/attributes, MOT and Road Tax status, emissions, vehicle maintenance and inspection data.

"**User ID**" means the User Identification information required to access the Client's Account.

1.2. The headings in this Agreement do not affect its interpretation. References to clauses, sections and appendices are to paragraphs, sections and appendices of this Agreement. Words in the singular include the plural and vice versa. A reference to "writing" or "written" includes electronic mail or facsimiles.

2. COMMENCEMENT AND DURATION

2.1. This Agreement will commence on the Contract Start Date and unless terminated earlier in accordance with Clause 11, will continue for a period of 12 months (**Initial Period**).

2.2. The Agreement shall automatically renew for further periods of 12 months (**Renewal Period(s)**) at the end of the Initial Period and each subsequent Renewal Period but may be terminated during any Renewal Period by a Party giving a minimum of 90 days written notice to the other Party(s) to terminate this Agreement. In the event of such termination, the provisions of Clause 11.2 shall apply.

3. PROVISION OF THE SERVICE

3.1. The use of the Portal and Service to manage Driver and Vehicle information and obtain Output Data is subject to the terms and conditions of this Agreement.

3.2. On receipt of all required information from the Client, completion of an Order Form, and subject to satisfactory compliance checks and the acceptance of the DAVIS Agreement, the Company or Channel Partner shall set up a Client Account and register the Solution Administrator(s).

3.3. The Client will be responsible for:

(a) ensuring that it has a minimum of 1 Solution Administrator who will be familiar with the use of the Service and will be the first point of contact for all Permitted Users of the Service;

(b) letting the Company (or the Channel Partner if managing the Client's account) have details of any changes to the Client's Solution Administrator's contact details without undue delay; and

(c) providing the telecommunications and network services and correctly configured hardware and other equipment needed to connect to the Service Portal.

3.4. Subject to payment of the Charges by the Client, the Company shall provide the Client with those parts of the Service that are selected on the Order Form in accordance with the terms and conditions of this Agreement.

3.5. Access to External Agencies in order to obtain Output Data from the Data Subject's Driver Record will be subject to the Additional Terms as set out in the Schedules to this Agreement.

3.6. Very occasionally the Company or Channel Partner may:

(a) change the technical specification (but not the operability) of the Service for operational reasons, provided that any change to the technical specification does not materially reduce or adversely affect the functionality, performance or accuracy of the Service delivered to the Client;

(b) give the Client instructions which it believes are necessary for reasons of health, safety or the quality of any service provided by the Company or Channel Partner to the Client or any other client and the Client shall reasonably comply with such instructions; and/or

(c) temporarily suspend the Service for operational reasons such as repair, maintenance or improvement or because of an emergency and the Company will give the Client as much on-line, written or oral notice as possible and the Service will be restored as soon as possible. Where feasible such suspension will take place outside UK office working hours.

3.7. Although the Company aims to provide an uninterrupted Service, the Company is reliant upon third party hosting services, External Agencies and telecommunications infrastructure over which the Company has no direct control. From time -to -time faults or interruptions in the Service may occur through no failure on the part of the Company. In the event that such a fault does occur, the Company will endeavour to procure repairs to the fault in accordance with any service levels as soon as circumstances allow.

3.8. In the event that any change to the specification of the Service under Clause 3.6(a) materially and detrimentally affects the Client, they shall be entitled to terminate this Agreement immediately by giving the Company or Channel Partner notice in writing. In the event of such termination Clause 11 shall apply.

4. USE OF THE SERVICE

4.1. The Client warrants, represents and undertakes that:

(a) It will only use the Service in pursuance of its duty of care obligations and specifically in relation to Client Driver management and Vehicle Checks for screening and management purposes

(b) Output Data (Including any Personal Data) will only be used for the purposes for which the enquiry was originally made and will not be used or re-used or processed for other purposes incompatible with this original purpose or in breach of the terms of this Agreement. Use of the Service for personal reasons or for other non-specified purposes by officers, employees or agents is strictly prohibited.

(c) It will request and use Driver Record Output Data in accordance with clause 2.1 of Schedule 1 of this Agreement.

(d) It will not try to circumvent the system security of the Service or Portal at any time.

(e) It will not resell or license, or try to resell or license, all or part of the Service (unless authorised to do so as a licensed reseller or distributor of DAVIS) or any Permitted User/ Driver Record Output Data to any third party.

(f) It will not store, adapt, modify, transmit, reverse engineer or decompile the whole or any part of the Service or distribute the Service except to Permitted Users and will not allow anyone else to do so.

(g) It will comply with all legislation, instructions or guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to it, including without limitation those which relate to the provision of Client Information to the Company, in each country where the Service is used.

(h) It will be responsible for the creation, maintenance, updating, deletion and accuracy of all Client Information it controls in the Service.

(i) It will be responsible for the acts and omissions of all Permitted Users and Solution Administrators who use the Service, including any failure on that part to perform or observe the terms and conditions of this Agreement, including any instructions issued under the Order Form or in the relevant exhibits, appendices and Schedules to this Agreement.

(j) It will not make any recruitment or other decisions relating to its personnel in terms of promotion or appointments based solely upon the Output Data provided by the Service.

(k) It will comply with the data protection requirements in Clause 20 of this Agreement.

4.2. Where Document Image Checking is selected on the Order Form the Client acknowledges and agrees that the Service:

(a) may not cover every type of document and that the Client shall be solely responsible for enquiring as to whether a document can be checked before making such request from the Service; and

(b) may be subject to Charge

(c) requires an image in the agreed format and of a minimum standard in terms of clarity and quality to be uploaded in order to function; and

(d) Is not intended to replace any legal requirement that might exist for the Client to physically inspect the original document and subject it to counterfeit testing inspections or processes.

5. SECURITY

5.1. The Client warrants that it shall comply with their respective obligations under Article 32 GDPR in respect of Personal Data in the Service.

5.2. The Client shall be responsible for the security and proper use of all User IDs and passwords used in connection with the Service (including changing passwords on a regular basis) and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people. The Client will be responsible for all Charges incurred for use of the Service where the User ID has been used to access the Service unless the Company is at fault.

5.3. The Client must immediately inform the Channel Partner if there is any reason to believe that a User ID or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.

5.4. If at any time the Company reasonably considers that there is or is likely to be a breach of security or misuse of the Service the Company may require the Client to change any or all of the passwords used by the Client in connection with the Service and/or suspend User ID and password access to the Service.

5.5. The Client must inform the Channel Partner of any changes to the information the Client supplied within the Order Form without undue delay.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. All pre-existing Intellectual Property Rights of the Client or External Agencies will remain with the Client or External Agencies and will not be transferred to the Channel Partner or the Company or any other Party by this Agreement or through use of the Service.

6.2. All Intellectual Property Rights in and/or relating to the Service, the Portal, any associated third-party solution or service and the software and code used to deliver the Service shall remain the property of the Company, the External Agencies and/or the Company's third-party licensors. Where the Service is incorporated into or forms part of the Channel Partner application, all original IPR in that application remains with the Channel Partner. The Client shall acquire no rights in the Service, the Portal or the or to the documentation of the Service (or any software or other application, data or information comprising or forming part of the same) other than the right to use the Service, Portal and Output Data and documentation in accordance with the terms of this Agreement. This Agreement shall not operate as an assignment of any Intellectual Property Rights of the Channel Partner, any third-party supplier or the Company.

6.3. The Client shall not remove or tamper with any copyright notice attached to any Output Data or other materials supplied to it pursuant to this Agreement. The provisions of this Clause shall continue to operate after the termination of this Agreement.

6.4. Save to the extent permitted by law, the Client shall not modify, merge or combine with any other software or documentation or reverse engineer or decompile the whole or any part of Service or Output Data.

6.5. If any third party makes or threatens to make a claim against the Company, the Client or one of the Company's third party suppliers and/or the External Agencies, that the use of the Service (including without limitation any item, information and data and/or Output Data that the Company supplies to the Client and associated documentation issued to the Client) or part thereof infringes any third party's IPR, the Company shall be entitled to do one or more of the following

(a) suspend any part or aspect of the Service that is subject to the infringement claim made by the third party; and

(b) modify the Service, or item provided as part of the Service, so as to avoid any alleged infringement, provided that the modification does not materially affect the performance or functionality of the Service;

(c) terminate the Agreement upon written notice to the Client.

6.6. Where the Company modifies the Service in accordance with Clause 6.5(b) and such modification substantively degrades or negatively affects the Client's use of the Service, they shall be entitled to terminate this Agreement within 60 days of such change by written notice.

7. INTELLECTUAL PROPERTY RIGHT WARRANTY AND INDEMNITY

7.1. The Company warrants that it has the right to supply the Service under the terms of this Agreement.

7.2. The Company will indemnify the Client against all liabilities, costs, expenses, damages and losses incurred by the Client as a direct result of any third party making or threatening to make a claim against the Client that its use of the Service, Portal and/or Output Data in accordance with the terms of this Agreement infringes that third party's Intellectual Property Rights (a **"Claim"**) provided that the Client:

- (a) notifies the Company promptly in writing of any Claim; and
- (b) makes no admission or compromise relating to the Claim or otherwise prejudices the Company's defence of such Claim; and
- (c) allows the Company to conduct all negotiations and proceedings in relation to the Claim and gives the Company all reasonable assistance in doing so and the Company will pay the Client's reasonable expenses for such assistance.

7.3. The indemnity in Clause 7.2 does not apply to any Claim arising as a result of the use of the Service, Portal and/or Output Data in conjunction with software, materials, equipment and/or services which the Company has not supplied pursuant to this Agreement or to Claims caused by designs, modifications, changes or specifications made by the Channel Partner, the Client, or on the Client's behalf where the Claim relates to such changes or modifications.

7.4. The Client agrees to indemnify the Company against all liabilities, costs, expenses, damages and losses incurred by the Company arising out of or in connection with:

- (a) any third party making or threatening to make a claim against the Company that the Client's use of the Output Data and/or Service in conjunction with other software, equipment, materials and/or services not supplied by or approved by the Company pursuant to this Agreement infringes that third party's IPR; and
- (b) any third party making or threatening to make a claim against the Company that any designs or specifications made to the Data and/or Service by the Client, or on the Client's behalf without approval from the Company infringes that third party's IPR.

7.5. The Company will notify the Client of any claims or proceedings and will keep the Client informed as to the progress of claims or proceedings that relate to the indemnity in Clause 7.2.

8. CONFIDENTIALITY

8.1. All Parties will take reasonable steps to make sure that their respective officers, employees, agents and sub-contractors do not pass any confidential information about the others business affairs, customers, clients, employees, products, services, processes, future plans, documentation or know-how to any other person unless they are authorised to do so by the other Party.

8.2. Confidential information may only be used by a Party for performing its obligations under this Agreement. Each Party can disclose the other Party's confidential Information to:

- (a) its officers, employees, advisors and External Agencies where there is a need to disclose such information in order to perform this Agreement, but only to the extent that it is necessary to do so and the fact that the information is confidential must be made known to the person receiving the information; or
- (b) where this is required in legal proceedings or under government instructions but only to the extent required to comply; or
- (c) where the person receiving the information already knows or is aware of the information being disclosed from another legitimate source; or
- (d) the information has become generally public from another source and not through a breach of this Agreement.

8.3. Personal Data about any Data Subject that is supplied in the provision of the Service shall be considered to be confidential information by all Parties.

8.4. Each Party when considering the precautions to be taken to protect the other's confidential information should apply the same degree of care that they would apply to protecting their own confidential information of a similar character and certainly no less care than a reasonable person would in the circumstances.

9. CHARGES AND PAYMENT

9.1. Unless there is specific agreement to the contrary, the invoicing and collection of fees payable by the Client for use of the Service will be managed by the Channel Partner.

9.2. The Charges for the Service and terms of payment will be as detailed in the Channel Partner Order Form, in any quotation provided by the Channel Partner or in the Channel Partners terms and conditions.

10. LIABILITY AND LIMITATIONS

10.1 Neither Party excludes or restricts its liability for death or personal injury caused by any negligence or for any loss or damages caused by fraudulent misrepresentation or any other type of liability that cannot be excluded or limited by law.

10.2 Neither Party excludes or limits it liability for the indemnities in this Agreement for infringement of intellectual property rights (Clause 7), breaches of the General Data Protection Regulation and any associated legislation or regulations (Clause 19), and losses or damages for breaches of the confidentiality undertakings (Clause 8).

10.3 Subject to Clauses 10.1 and 10.2, the Parties agree to limit their liability for negligence, breaches of contract or in the event of any non-fraudulent misrepresentation or other action as follows:

- (a) A Party will not be liable for any loss of profits, business, anticipated savings, loss of reputation, destruction or deletion of any data or any other special indirect or consequential loss or damage;
- (b) in the case of any other losses or damages, each Party's liability to any other in any 12-month period arising out of or in connection with this Agreement is limited to the amount of the aggregated Charges paid or payable to the Company directly or through the Channel Partner for the Services provided to the Client in the 12 months immediately preceding the date that the cause of action arose or a maximum of £50,000 whichever is the greater.

10.4. The Client agrees and accepts that where part of the Service is provided to it directly by External Agencies, the Company is acting as the agent or sub-licensee of these

External Agencies only under the Company's pre-existing arrangements with them to provide their services to Clients under existing contracts.

10.5. The Company, to the fullest extent permitted by law, is not liable to the Client under this Agreement for the services or Output Data provided by External Agencies and the Company shall not be liable or their failure or delay in the provision of those services, nor for any harm, loss or damages that a Client might suffer as a consequence of the provision of or failure to provide those services or reliance on the Output Data or for any negligence or misrepresentation by the External Agency or any errors or omissions in materials provided by or derived from data or information supplied or provided by the External Agencies.

10.6. The Company's aim is to provide the Client with access to an uninterrupted Service, and has implemented failover and business plans to protect Service integrity, availability and continuity. However, the Company is unable to guarantee that the Service will be uninterrupted due to reliance on third party hosting services and telecommunication infrastructure, over which it has no direct control. Accordingly, the Company makes no warranties about compatibility with Client systems or uninterrupted availability.

10.7. The Client agrees that except as expressly set out in this Agreement, all warranties, conditions and other terms relating to the Service and this Agreement whether express or implied by statute, law, custom or otherwise are, to the fullest extent permitted by law, excluded from this Agreement.

11. TERMINATION AND EFFECTS OF TERMINATION

11.1 The Company or Channel Partner may suspend all or part of the Service immediately and without notice upon the Client's breach of any term of this Agreement

11.2 Either Party may terminate this Agreement by giving notice in writing to the other of at least 90 days before the end of the Initial Period or during any Renewal Period thereafter in line with clause 2.2.

11.3 Either Party may terminate this Agreement (or the Company can terminate access to specific part of the Service) on immediate notice in writing to the other Party in the following cases:

(a) the other Party commits a material or persistent breach of this Agreement which can be remedied, but fails to remedy the breach within 20 Business Days of a written notice to do so;

(b) the other Party commits a material or persistent breach of this Agreement which cannot be remedied.

(c) any meeting of creditors of the other Party is held or any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) is proposed or entered into by or in relation to the other Party (other than for the purpose of a bona fide solvent re-construction, re-organisation or amalgamation);

(d) the other Party ceases or threatens to cease carrying on business or is or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;

(e) a nominee, supervisor, receiver, administrator, administrative receiver or liquidator is appointed in respect of the other Party or any encumbrancer takes possession of, or any distress, lien, execution or other process is levied or enforced (and is not discharged within seven days) upon, the assets of the other Party;

(f) an order is made for the bankruptcy or winding-up of the other Party or a resolution for its winding up is passed;

(g) a notice of intention to appoint an administrator is filed with the court or served on any creditor of the other Party;

(h) an application for an administration order is issued at court in respect of the other Party;

(i) a meeting is convened for the purpose of considering a resolution for the winding up of the other Party or the making of an application for an administration order or the dissolution of the other Party;

(j) any event analogous to any of clause (c) to (i) above occurs in any jurisdiction;

(k) the other Party, being an individual, dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation;

(l) the other Party is prevented by an Event of Force Majeure from performing any of its responsibilities under this Agreement for a period of three consecutive calendar months or more.

11.4 When this Agreement terminates the Client will:

(a) cease using the Service or in the case where access to specific parts of the Service has been terminated cease to use the specific parts;

(b) return or destroy (at the Company's option and request) any confidential information belonging to the Company in its possession or control;

(c) pay any outstanding undisputed invoices submitted to the Client for any Charges due for the Service provided whether the invoice was submitted before or after the termination of this Agreement;

(d) provide written confirmation to the Company or Channel Partner that the Client Account is to be closed and any instructions to the Company in respect of the data in that Account or respond to a written request from the Company to the same without undue delay.

11.5 The termination of this Agreement does not affect the accrued rights, remedies and obligations or liabilities of the Parties existing at termination. Nor shall it affect the continuation in force of any provision of this Agreement that is expressly or by implication intended to continue in force after termination.

12. SUPPORT

12.1. First line support (initial queries and questions about the Service and its attributes) will be provided to the Client by the Channel Partner.

12.2. The Company will provide second line support (technical issues, fault diagnosis and more detailed User queries) to Client in accordance with the provisions of Appendix A to this Agreement.

13. MODIFICATIONS TO THE AGREEMENT

13.1. The Company reserves the right to modify this Agreement at any time and incorporate new terms and conditions or make changes to this Agreement at any time where such changes are required:

a) by changes or modifications to the terms by or under which External Agencies will supply Output Data or provide services to the Company and/or Clients, but only to the extent necessary to incorporate these changes and without modification to essential functionality; or

b) In order to accommodate changes in the law; or

c) where such change or modification is necessary for clarity, provided this does not substantively change or alter the nature of the provision or term so modified.

13.2. Clients will be notified of any modification by the Company publishing the additions or changes in writing to Clients and on the Portal in a designated location. These additions or changes will be effective immediately and incorporated into this Agreement and any further use by the Client of the Service, Portal and Output Data will be treated as being subject to these revised terms and conditions.

13.3. Where any change or modification to this Agreement under clause 13.1(a) amounts to a material change or modification the Client may terminate this Agreement under clause 11.3(b).

14. EVENTS BEYOND EITHER PARTY'S CONTROL

14.1. Neither Party will be in breach of this Agreement nor liable to the other for any failure or delay in the performance of any obligations under this Agreement arising from or attributable to an Event of Force Majeure.

15. ASSIGNMENT

15.1. A Party may not assign or transfer (in whole or part) any of its rights or obligations under this Agreement, without the other Party's prior written agreement, such agreement not to be withheld or delayed unreasonably.

16. ENTIRE AGREEMENT

16.1. This Agreement constitutes the entire agreement between the Parties and replaces and supersedes all previous written or oral agreements relating to its subject matter.

16.2. The Parties agree that:

(a) neither Party has been induced to enter into this Agreement by any representation, warranty or other assurance not expressly incorporated into it; and

(b) in connection with this Agreement its only rights and remedies in relation to any representation, warranty or other assurance are for breach of contract and that all other rights and remedies are excluded, except in the case of fraud.

17. THIRD PARTY RIGHTS

17.1. A person who is not party to this Agreement has no rights to enforce any part of this Agreement under the Contract (Rights of Third Parties) Act 1999.

18. NOTICES

18.1. Notices required to be given under this Agreement must be in writing and may be delivered by hand or by courier, or sent by first class post to the following addresses:

(a) to the Company at its registered office address and marked for the attention of the Company Secretary,

(b) To the Channel Partner at their trading address,

(c) to the Client at the address to which the Client asks the Company to send invoices to or the Client's registered office address (in the case of a corporate body) marked for the attention of the proprietor or Secretary.

18.2. Any notice shall be deemed to have been duly received:

(a) if delivered by hand or by courier, when left at the address referred to in this Clause 18.1;

(b) if sent by first class post, two Business Days after the date of posting.

19. DATA PROTECTION

19.1. The Parties warrant that they will comply with their respective obligations under the Data Protection Act 2018 (DPA) and GDPR and/or any other corresponding or applicable regulations, legislation or other local or international laws covering the use, processing and/or dissemination of Personal Data of individuals.

19.2. The Parties acknowledge that for the purposes of the GDPR, the Client will be the Data Controller and the Company and/or the Channel Partner (in the case of a fully integrated Service or where they are providing services under contract to the Client) will be the Data Processor. Whether the Company or the Channel Partner are acting as Data Processor or are joint Data Processors will be determined by the nature of the Service and the method of delivery to the Client.

19.3. A summary of the purposes, duration and personal data to be processed under this Agreement by the Company is attached as Appendix B

19.4. Where the Company/Channel Partner processes Personal Data on the Client's behalf, they acting as Data Processer will: -

(a) observe the requirements of Article 28 GDPR; and

(b) provide the Client with features, utilities and capability within the Service to manage the Personal Data in their Account, including the means to archive, correct, update and delete information and records; and

(c) not engage another processor to perform the Services or any part thereof without specific written authorisation from the Client permitting the same; and

(d) shall process Personal Data for the performance of the Service and not for any other purpose only to the extent and in such a manner as is necessary for provision of the Service; and

(e) shall not process the data outside the United Kingdom without the prior written consent of the Data Controller; and

(f) shall process the Personal Data only on express documented instructions from the Client as set out in the Order Form and this Agreement, unless required to do otherwise by EU or other national law to which they are subject. In such cases they shall inform the Client of such requirement prior to processing unless this is prohibited by law. Instructions may be specific or of a more general nature; and

(g) shall ensure that all personnel processing the Personal Data on behalf of the Client are subject to a binding written contractual obligation to keep the Client's Personal Data confidential and not to disclose the same except where disclosure is required by law in which case they shall advise the Client of this prior to disclosure unless prohibited by law; and

(h) shall ensure that any personnel with access to Personal Data are reliable and have received adequate training in their responsibilities in compliance with the GDPR and the rights of Data Subjects; and

(i) at its own expense and cost take appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to Personal Data. Such measures shall take into account the currently available technology and industry best practices and shall have due regard to the context and purpose of processing and the risk and severity to the rights and freedoms of the Data Subject when determining the appropriate level of security for the risk; and

(j) with due regard to the nature of the processing will assist the Client by appropriate technical and organisational measures insofar as this is practicable and possible in fulfilling the Client's obligations as Data Controller to respond to requests from the Data Subjects; and

(k) upon termination of this agreement The Company will delete or return all of the Client's Personal Data at the Client's election and upon their instructions. This erasure obligation will not apply where the Company is obliged by law to store a copy of the data; and

(l) they will co-operate with the Client to enable it to monitor compliance with the obligations pursuant to the GDPR.

(m) At no cost to the Client, shall pass any Data Subject Access Request ("SAR") received by them to the Client within 3 (three) business days of the receipt of such request and shall inform the Data Subject that their request has been forwarded and confirm the details of the Client contact to whom the request has been forwarded. The Company/ Channel Partner will also advise the Data Subject that further correspondence should be directed to the Client. They shall not otherwise respond to such requests except to confirm that the request has been forwarded to the Client, unless authorised by the Client in writing and shall use reasonable endeavours to assist and co-operate with the Client in responding to such requests.

(n) Where a Data Subject wishes to invoke the right to restrict processing of their driver record and advises the DVLA of the same, the DVLA will inform the Company in writing of this request. The Company upon receipt of this notification is obliged under contract with the DVLA to immediately ensure that no further enquiries in respect of the Data Subject take place. The Company will advise the Channel Partner and Client that this action has been taken within three working days.

19.5. The Client acknowledges and agrees that it is responsible for:

(a) obtaining any requisite Approval of the relevant Permitted Users /Data Subjects prior to use of the Service to access their Driver Record; and

(b) providing an audit trail of all Approvals received from each individual Data Subject under Clause (a) above.

19.6. As the Data Processor the Company relies upon its Clients for direction as to the extent to which it is entitled to process any Personal Data using settings within the Service. The Client is responsible for ensuring that Data Subjects have been notified of the nature and purpose of the processing of their Personal Data within the Service and ensuring that the settings used in their Account reflect any fair processing notification provided to the affected Data Subjects.

19.7. Each Party shall be liable for and shall indemnify (and keep indemnified) the other Parties in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including any reasonable legal fees and expenses) or demand suffered or incurred by, awarded against or agreed to be paid by the indemnified Party arising directly or in connection with any non-compliance by another Party with the GDPR or other applicable legislation except to the extent that the Company is liable under Clause 19.7 below.

19.7. The Company shall be liable for and shall indemnify (and keep indemnified) the Client in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees) or demand suffered or incurred by, awarded against, or agreed to be paid by the Client arising directly or in connection with the Company's processing activities that are subject to this Agreement:

(a) only to the extent that the same results from or is contributed to by the Company's breach of this Agreement (and not any breaches on the part of the Channel Partner unless approved or permitted by the Company); and

(b) not to the extent that the same results from or is or are contributed to by any breach of this Agreement by the Client or the Channel Partner.

19.9. No Party shall be entitled to claim back from the other any sums paid by way of compensation in respect of any damages or losses for which they are liable to indemnify the other under clauses 19.6 or 19.7 above.

19.10. 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 GDPR.

19.11. 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 GDPR may make them liable to fines, penalties and compensation requirements under the data protection legislation.

20. AUDIT & INSPECTION RIGHTS

20.1. 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.

20.2. 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 GDPR 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 by the Company either directly or indirectly; 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 20.3 such audit it at the cost and expense of the Client.

20.3. Where a Client audit reveals a material non-compliance by the Company with its obligations under the GDPR, 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.

21. MISCELLANEOUS

21.1. If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

21.2. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all counterparts shall together constitute the same Agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

21.3. No failure or delay by a Party to exercise any right or remedy under this Agreement or by law shall constitute a waiver of that or any other right or remedy nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other remedy.

21.4. Unless otherwise stated herein, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any other rights or remedies provided by law.

22. GENERAL UNDERTAKING AND LAW

22.1. By entering into this Agreement, the Client warrants that it has the right, authority and capacity to enter into and be bound by the terms and conditions of this Agreement and the Additional Terms and conditions detailed in the schedules to this Agreement and that it agrees to be bound by these.

22.2. This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed and construed in accordance with the laws of England and both Parties submit to the exclusive jurisdiction of the English Courts.

Appendix A: DAVIS Service Levels

1. SERVICE AVAILABILITY

1.1. The Portal and Service is intended to be available to Clients on a 24/7 basis 365 days per year. The Portal has a target of 99.5% availability in any one calendar month. The target does not include periods of planned maintenance or any emergency maintenance that may require the Service to be suspended on whole or in part for a temporary period to effect repairs. Wherever possible Company will try to exceed this availability target, but the Client accepts that this is intended to be a target only.

1.2. In order to provide the Service, the Company is reliant upon external communications and third-party suppliers and providers. Any planned availability targets will not include any downtime that is attributable to such suppliers or service providers caused by failures in their systems, unavailability of data or due to failures in the communications infrastructure beyond our own firewalls and controls where there is no fault on the Company's part.

1.3. Where downtime has been scheduled for maintenance, the Company will provide Clients with advanced notice of the downtime by posting a notice on the Portal and specific notification within the Service.

2. **FAULT REPORTING AND FIX TIMES**

2.1. Where a system fault is reported, it will be allocated a priority based upon its impact on the Service provided to Clients. Where access to the Service is prevented, Company will aim to clear the fault within 4 working hours.

2.2. In those cases where the fault reported allows Clients continued access to the Service, but with some degradation in response times, or limitations to Output Data, the Company will aim to clear the fault within one working day.

2.3. In those cases where the fault reported only causes minor operational inconvenience to Clients, the Company will aim to clear or rectify the fault within one working week.

3. COMPANY TRAINING

3.1. Reasonable levels of Administrator Training will be provided by the Company or Channel Partner as part of the process of setting up the Client Account. Where additional training is requested by the Client, this may be subject to an additional charge. The Client should contact Helpdesk to request a quotation.

3.2. Training will typically be provided by remote session at time(s) to be arranged with the Client.

3.3. From time -to -time webinars to introduce Clients to new Service or to inform about improvements or changes to the Portal may be made available by the Company. Clients will be advised of these sessions in advance.

APPENDIX B: SUMMARY TABLE

Subject-matter of the processing (check as required)	☐ Driving licence checks as described in the Agreement ☐ Vehicle compliance checks
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, member number or ID, policy or document reference, email, telephone number, personal data (as above) for nominated driver(s)
Categories of data subjects	Employees, applicants, former employees, hirers, bailees, members & prospective members
Insert data processing instructions	As per settings in the hosted services
Lawful basis for processing personal data	A legal obligation to which the Controller is subject
Sub-contractors/Processors	Microsoft Limited: hosting in Microsoft Azure in the United Kingdom DVLA: provision of Driver Record Data and Null 3 responses DVANI: provision of Driver Record Data N.Ireland

Schedule 1 - Additional Conditions for the Driving Licence Checking Service

These are Additional Terms that are supplemental to the General Terms and Conditions where the Driving Licence Checking Service is supplied to the Client. They incorporate the provisions that the DVLA specify must be passed on to Clients taking Driver Record Data from the Service.

Definitions

"**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.

"**Added Value Purpose**" means the use of ADD Data for purposes other than confirmation of entitlement to drive or other permitted purpose.

"**Driver 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 using a DPD or E-Approval.

"**E-Approval**" means the use by the Client of any procedure(s) facilitated by the Company or Channel Partner 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.

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

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.

"**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 (and Channel Partner if they have access to the Data) 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.

"**Driving Licence Check**" 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.

"**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**" shall mean a Party to this agreement.

"**Driver Personal Data**" includes (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 GDPR and for the purposes of this Agreement shall include data relating to criminal convictions and offences and restriction codes denoting physical disability.

"**Tacho Data**" means the driver card number and expiry date(s).

1. Status of Schedule to Agreement

1.1. In the event of any conflict between the provisions of this Schedule and the Main Agreement, the provisions of this Schedule 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 of establishing Licence Holder entitlement to drive, driver status and unspent convictions.

2.2. Any Licence Holder data provided to the Client under this Agreement cannot be obtained or further processed for Added Value Purposes or 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. The use of ADD Output Data for identity checking is strictly prohibited.

2.4. Under the terms of the Company's contract with the DVLA allowing access to Driver Records the Company is required to obtain prior Driver Approval to a Driving Licence Check from the Licence Holder before releasing the information through the Company's Service to the Client.

2.5. The Client will not use or attempt to use the DLC without obtaining proper Driver Approval from the Licence

Holder, this Driver Approval to be effective at the date of the initial DLC enquiry and remaining effective thereafter during the 3year term of the DPD or E-Approval. Retrospective Driver Approval or no Driver Approval will be unacceptable and will constitute a material and irremediable breach of this Agreement.

2.6. 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.

2.7. The Client shall put in place a procedure to allow a Licence Holder to withdraw their Driver Approval and for the Company to be notified of this withdrawal within a reasonable time thereafter.

2.8. The Client shall be responsible for informing Licence Holders who are requested to register with the Service, but who do not wish to complete a DPD or go through the E-Approval Process of the alternatives that are considered by to be acceptable methods of establishing validity and entitlement to drive including (but not limited to) the following: -

- 2.8.1. Presentation of the physical driving licence
- 2.8.2. Presentation of the physical driving licence along with a signed declaration
- 2.8.3. Presentation of the physical licence along with a postal DVLA data subject check
- 2.8.4. Presentation of the physical licence along with a valid code for the DVLA Check my Driving Licence Service.

2.9. The DVLA 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.

2.10. The DVLA assert a continuing interest in Licence Holder data derived from ADD. The Company is contractually obliged to recognise this continuing interest by incorporating the provisions of this Schedule into its General Terms and Conditions.

2.11. The Client will, remain responsible for the actions or omissions of any sub-contractor that they permit or authorise to have access to their Account or sub-process ADD derived data on their behalf.

2.12. The DVLA requires that any loss, destruction or unauthorised access to ADD derived data is reported to them.

3. Suspension or Termination of Service

3.1. The DVLA reserve an independent right to suspend or terminate access to ADD where there has been a breach of security or an audit finds that the Client's Permitted Users are improperly DPD'd or the E-Approval process has not been properly 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.

3.2. In the event of any termination of the Driver Licence Checking Service without any fault or breach on their part, the Client will be entitled to a refund of any advance fees paid for Applicants under the on-going driver monitoring facility on a pro-rata basis. Where fees are due for any checks that have been completed, these will continue to be due to the Company.

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 certain CPC and Tacho Data is included as part of the DLC service from the DVLA, detailed CPC information relating to training courses attended not provided.

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 or (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 or uploaded to the Company Service.

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 paper D906/ADD Driver DPD Approval form should be signed by the Licence Holder in black ink in the appropriate section labelled 'Driver Information Fair Processing Declaration' which provides Approval to carry out the verification check and conforms to the requirements of the GDPR and associated regulations.

4.11. Where the Client proposes to use a DLC E-Approval solution or service, 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 or Channel Partner (as appropriate) 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.

4.12. 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

4.13. 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.

4.14. 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.

4.15. 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.

4.16. 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.

4.17. 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.

4.18. The D906/ADD Driver DPD Approval form and/or E-Approval summary screen must show the Client's Registered Company name. This may be followed by any Trading Name(s) used by the Client.

4.19. Any change in the legal status or corporate name of the Client MUST be notified to the Company without undue delay. Any and all D906/ADD Driver Approval forms and/or E-Approvals that feature the previous name/status will be void and may no longer be used for further ADD enquiries. The Client will need to re-permission all Licence Holders with the updated corporate information before further enquiries can be submitted to ADD.

5. Inspection and Audit

5.1. In the case of Driver Record Output Data, the Company is required by the DVLA to reserve a right to audit its Clients and reserve certain audit and inspection rights on the part of the DVLA. The following clauses 5 –5.6 are intended to give effect to that requirement.

5.2. 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.

5.3. 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:

5.3.1. Allegations of misuse by the Data Subject whose personal information has been accessed; or

5.3.2. Serious concerns about the use, storage or security of Output Data or Driver Information or the use of the Service; or

5.3.3. A referral of a serious concern by an external authority or organisation (for example the DVLA or Information Commissioner.

5.4. 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.

5.5. All audits will be conducted in a manner that does not materially disrupt, delay or interfere with the Client's performance of its business.

5.6. 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.

5.7. Where an audit identifies any material failures or non-adherence to the terms of this Agreement the Company may terminate in accordance with clause 11.

6. Security, Storage and Restrictions on use of Driver Data

6.1. The Client should at minimum ensure the following:

6.1.1. That their own I.T systems accessing the Service 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 Driver 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 Driver Personal Data or Special Driver Personal Data are considered suitable, trustworthy and appropriate given the nature of the Output Data.

6.1.5. That the Client observes the requirements of Article 32 GDPR when processing ADD data in their own systems.

6.1.6. 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.

6.1.7. That there are policies and supporting documentation in place to ensure the security and integrity of information stored electronically.

6.1.8. 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 Driver Personal Data used in connection with or obtained from DLC should be retained by the Client in a secure manner and only for so long as necessary. This will include any Special Driver Personal Data relating to individual Licence Holder convictions, suspensions, endorsements, disqualifications or penalty points and driving licence restrictions relating to health.

6.3. Where Driver 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 are 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. Licence Holder data obtained from ADD must be destroyed or deleted securely by the Client when there is no continuing business need to retain the information.

6.5. **Driver** Personal Data (including Special Personal Data) may not be stored, transferred or accessed **from outside the United Kingdom** by the Client without the express written Approval of the DVLA. This will include cases where the **Driver** Personal Data is stored in the UK but **will** be **viewed or accessed outside the UK by the Client or their sub-contractors. The restriction applies to what would otherwise be considered unrestricted or inter-company data transfers or those considered sanctioned or approved by the ICO and European Commission.**

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.