



SAFE✓2✓DRIVE

## Safe2Drive Solutions Terms & Conditions

### PARTIES

(1) **Safe2Drive Solutions Ltd (Safe2Drive)** incorporated and registered in England with company number 14460734 whose registered office is at 128 City Road, London, EC1V 2NX

(Company)

(2) **XXXXXXXXXX** incorporated and registered in England and Wales/Scotland with company number **XXXXXXXXXX** whose registered office is at **XXXXXXXXXXXXXXXXXXXXXXXXXX**

(Client)

### 1. INTERPRETATION

The following definitions and rules of interpretation apply in this Contract.

#### 1.1 Definitions:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Contract:** the contract between the Company and the Client for the supply of Services in accordance with these Conditions.

**Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

**Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Processing and Appropriate Technical Measures:** as defined in the Data Protection Legislation.

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the **UK General Data Protection**; the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

**Driver:** the individual employee or Data Subject who makes an application which requires a DVLA check.

**DLVS:** the Driving Licence Verification Service which is the checking of a Driver's driving licence information against the records held centrally by the DVLA for that individual with a view to confirming their licence status, penalties, endorsements, revocations, disqualification, suspension and confirming their entitlement to drive their vehicle;

**DVLA:** means the Driver and Vehicle Licensing Agency which maintains a computerised register of drivers and driver license data.



**Fair Processing Declaration Form:** the document in DVLA approved format which is signed by the Driver.

**Prices:** the charges payable by the Client for the supply of the Services in accordance with Schedule 1.

**Services:** the DLVS provided by the Company to the Client in line with the Safe2Drive Terms of Use set out at Schedule 3 and the Service Level Agreement set out in Schedule 2.

**Staff:** all persons employed by the Customer and Client to perform its obligations under the contract including its servants, agents, suppliers and sub-contractors used in the performance of its obligations under the Contract.

## 1.2 Interpretation:

(a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

(b) Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(c) A reference to writing or written includes fax and email.

(d) The Schedules form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the Schedules.

## 2. SERVICES

2.1 The Company has developed and provides a service consisting of internet access to application software at its remote computer location for the purpose of providing its Driving Licence Verification Service through the Safe2Drive System in accordance with the Safe2Drive Terms and Conditions and the Service Level Agreement set out in schedule 2.

2.2 The Client wishes to use the Company's service in its business operations.

2.3 The Company has agreed to provide, and the Client has agreed to take and pay for the Company's service subject to the terms and conditions of this agreement and its Schedules.

## 3. PRICES AND PAYMENT

The Client shall pay the Company the Price for the use of the DVLS as set out in schedule 1.

## 4. COMMENCEMENT, DURATION AND TERMINATION

4.1 The Contract shall commence on the date that the DVLS is made available to the Client, subject to valid earlier termination, and shall continue for an initial period of **XX** months from that Date; thereafter, the Contract shall renew on each anniversary of such date for a further 12 months



unless and until cancelled by either party giving to the other no less than 3 month's written notice of cancellation, which may be given at any time but only to be effective on an annual renewal date.

4.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

4.3 Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Client if:

- (a) the Client fails to pay any amount due under the Contract on the due date for payment; or
- (b) the Client notifies the Company upon the occurrence of a Change of Control which it is obliged to do immediately. Upon notification of a Change of Control in the Client, the Company reserves the right to terminate the Contract by notice in writing to the Client within 26 weeks of being notified that a Change of Control has occurred.

4.4 The Company obtains Data from DVLA under the terms of its contract with DVLA as amended or varied from time to time (the "**ADD Contract**"). In the event of termination of the ADD Contract, the Company may at its own discretion immediately terminate this Contract by notice in writing to the Client.

## 5. MANAGEMENT OF THE CONTRACT

5.1 The Client must ensure that only authorised users will have access to the Data under this Contract and that an appropriate individual user is designated as the Commercial Manager and that appropriate individual users are designated as Data Managers.

5.2 The Client must ensure that all authorised users information is kept up to date including those designated as the Commercial Manager and Data Managers.

5.3 The Client must notify the Company immediately if any circumstances arise which could result in publicity or media attention to the Company or the Client which could adversely reflect on



the DVLA or the ADD Service.

5.4 The Client must not misrepresent their relationship with DVLA. The Client must not publish information that implies a direct relationship with DVLA where no such relationship exists.

5.5 The Client must not assign, sub-contract or in any other way dispose of the Contract or any part of it without the prior written approval of the Company.

5.6 Sub-Contracting any part of the Contract shall not relieve the Client of any of its obligations or duties under the Contract. The Client must be responsible for the acts and omissions of its Sub-Contractors as though they are its own. Where the Company has approved to the placing of sub-contracts, copies of each sub-contract must, at the request of the Company, be sent by the Client to the Company as soon as reasonably practicable.

5.7 The Client must notify the Company immediately in writing where the Client is a company and in respect of the Client:

- a) a proposal is made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 (as amended) or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
- b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
- c) a petition is presented for its winding up (which is not dismissed within 14 Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986 (as amended); or
- d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- e) an application order is made either for the appointment of an administrator or for an administration order, and administrator is appointed, or notice of intention to appoint an administrator is given; or
- f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986 (as amended); or
- g) being a "small company" within the meaning of section 247(3) of the Companies Act 1985 (as amended); a moratorium comes into force pursuant to Schedule 1A of the Insolvency Act 1986 (as amended); or
- h) any event similar to those listed in this clause occurs under the law of any other jurisdiction.

5.8 The Client must seek the prior written approval of the Company to any change of control



within the meaning of section 450 of the Corporation Taxes Act 2010 (as amended) ("Change of Control"). Where the Company has not given its written agreement before the change of control, the Client may terminate the Contract by notice in writing with immediate effect within 26 weeks of:

- a) being notified that that change of control has occurred; or
- b) where no notification has been made, the date that the Company becomes aware of that change of control.

In the event that the DVLA terminates the contract it has to provide the DVLS service to the Company, this Contract will terminate immediately.

## 6. CONSEQUENCES OF TERMINATION

### 6.1 On termination of the Contract:

- (a) the Client shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Client immediately on receipt;
- (b) the Client shall continue to comply with its obligations under the Contract and under Data Protection Legislation in relation to the Data which it holds, including as to the proper use of the Data, retention of the Data and secure destruction of the Data.

6.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

6.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

## 7. INTELLECTUAL PROPERTY RIGHTS

7.1 The Client acknowledges that the Intellectual Property Rights in the Fair Processing Declaration Form and other Materials are the property of the Company and the Client shall not reproduce or adapt the Fair Processing Declaration Form or other Materials for any purpose.

7.2 The Contract shall not operate to transfer any copyright or Intellectual Property Rights in DVLS from the Company to the Client. The Company acknowledges that the Supplied content and Data shall at all times belong to the Client and the Company shall only use Supplied Content and Data to the extent required to provide the DVLS.

7.3 The Company confirms that it has all the rights in relation to the Software that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.



## 8. DATA PROTECTION

8.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

8.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Company is the Processor. The Company shall process the Personal Data of

the Drivers provided by the Client for the purpose of providing the Client with the DLVS and for no other purpose as set out in the Safe2Drive Terms of Use.

8.3 Without prejudice to the generality of Clause 7.1, the Company shall, in relation to any personal data processed in connection with the performance by the Client of its obligations under the Contract:

- (a) process that personal data only on the documented written instructions of the Client unless the Company is required by domestic law to otherwise process that personal data. Where the Company is relying on domestic law as the basis for processing personal data, the Company shall promptly notify the Client of this before performing the processing required by the domestic law unless the domestic law prohibits the Company from so notifying the Client;
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures including the requirements outlined in the Contract;
- (c) ensure that all Staff who have access to and/or process personal data are obliged to keep the personal data confidential; and not transfer any personal data outside of the United Kingdom unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
  - (i) the Client or the Company has provided appropriate safeguards in relation to the transfer;
  - (ii) the data subject has enforceable rights and effective legal remedies;
  - (iii) the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
  - (iv) the Company complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the personal data;
- (d) assist the Client, at the Client's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;





- (e) notify the Client immediately on suspecting that a Personal Data Breach has occurred;
- (f) at the written direction of the Client, delete or return personal data and copies thereof to the Client on termination of the agreement unless required by domestic law to store the personal data;
- (g) maintain complete and accurate records and information to demonstrate its compliance with this Clause and allow for audits by the Client or the Client's designated auditor in terms of schedule 3; and
- (h) immediately inform the Client if, in the opinion of the Company, an instruction from the Client infringes the Data Protection Legislation.

8.4 The Client consents to the Company appointing Microsoft Azure as a third-party processor of personal data under the Contract. The Company confirms that it has entered or (as the case may be) will enter with the third party processor into a written agreement substantially on that third party's standard terms of business. As between the Client and the Company, the Company shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this Clause 7.

8.5 Nothing in this Contract 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 Data Protection Legislation. Each Party acknowledges that they shall remain subject to the authority of the Information Commissioners Office and that their failure to comply with Data Protection Legislation may make them liable to fines, penalties and compensation requirements under the Data Protection Legislation.

8.6 The Client shall notify the Company immediately on suspicion of any Personal Data Breach involving the processing of the personal data in connection with this Contract.

8.7 The Client must share with the Company the outcome of any checks, audits or reviews that have been carried out on its activities as a Controller or a Third Party Customer's activities as a Controller that are relevant to the Processing of the Data.

8.8 The Client must notify the Company immediately, or within a maximum of 24 hours of becoming aware, of any audits that are being carried out by the Information Commissioner's Office under Data Protection Legislation that are relevant to the Client's or a Third Party Customer's Processing of the Data.

8.9 Parties can conduct site audits of Personal Data processing practices and the information technology and information security controls for all facilities and systems used in complying with the obligations set out under these Terms and Conditions.

## 2. WARRANTY AND LIABILITY

2.1 The Company shall use reasonable efforts to ensure the availability of DLVS to the Client at all times as per the Service Level Agreement set out in Schedule 2, but Client acknowledges that DLVS rely upon the availability of related services (including external communications facilities, such



as the internet) which, and information from external third parties (including DVLA) who, are not under the direct management or control of the Company. The Company does not give any warranty in respect of uninterrupted service or availability of DLVS or other third party services.

2.2 The Client shall be responsible for providing an adequate connection to internet and the provision, maintenance, third party software and any and all other communications systems and networks, equipment, facilities and personnel which may be required from time to time to allow Client to access DLVS and any associated services and for paying all charges incurred in relation to these.

2.3 The Company will not be liable for any error or omission found in Company database or documentation provided or accessed by Client by any means, which includes reports or otherwise, marketing materials, or items such as, but not exclusively, brochures, quotations, Fair Processing Declaration Form or other Materials. Company shall correct where possible any typographical or other errors or omissions in any materials relating to the specified service without any liability to Client.

2.4 The Company shall have no liability to Client for any Data supplied by DVLA or loss whatsoever arising from negligence, breach of contract or otherwise, arising from any supplied content or instructions supplied by Client which are incomplete, incorrect, inaccurate, illegible, or out of sequence or arising from their arrival or non-arrival, or any other fault of Client.

2.5 Except in respect of personal injury or death caused by Company's negligence, or as expressly provided in the Contract, Company shall not be liable to Client by reason of any representation (unless fraudulent) or implied warranty, condition or other term, or duty at common law, or under the express terms of the Contract for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Company, its representatives or otherwise) which arise out of or in connection with the provision of the DLVS (including any delay in providing or failure to provide the DLVS) or their use by Client.

2.6 Should there be any delay or failure in performing any of Company's obligations in relation to the DLVS, if the delay or failure was due to any cause beyond Company's reasonable control, Company shall not be liable to Client or be deemed to be in breach of the Contract.

2.7 The Company has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £1million per claim or series of claims arising out of one incident. This is not limited to claims in respect of death of serious injury caused by its negligence.

### 3. GENERAL

#### 3.1 Force majeure

Neither party (or its subcontractors) nor the DVLA shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or

failure result from events, circumstances or causes beyond its reasonable control.





## 3.2 Confidentiality.

(a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, suppliers, clients or customers of the other party, except as necessary to perform its obligations under the Contract and then only to the extent required for the proper performance of the Contract and as permitted by Clause 9.2(b).

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

3.3 The Client acknowledges that the Company is under certain obligations to provide information to DVLA in the event of breaches and defaults by the Client in relation to Data and the Client consents to Company's disclosure of such information to the extent the Company is obligated under its contractual arrangements with the DVLA.

## 3.4 Entire agreement.

(a) The Contract and the attached schedules constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

## 3.5 Variation.

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## 3.6 Waiver.

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.



## 3.7 Severance.

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 9.7 shall not affect the validity and enforceability of the rest of the Contract.

## 3.8 Notices.

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or its principal place of business; or sent by fax to its main fax number or sent by email to the specified email address.

(b) Any notice or communication shall be deemed to have been received:

- (i) if delivered by hand, at the time the notice is left at the proper address; and
- (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the Business Day after posting or at the time recorded by the delivery service; and
- (iii) if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

(c) This Clause 9.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

## 3.9 Third party rights.

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

## 3.10 Governing law.

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.

## 3.11 Jurisdiction.

Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.



SAFE✓2✓DRIVE

**Signed for and on behalf of Safe2Drive Solutions Ltd by**

XXXXXXXXXXXXXXXXXXXX.... (name) of duly authorised signatory

..... (signature)

As per electronic sending date of this agreement. .... (date)

**Signed for and on behalf of the Client by**

..... (name) of duly authorised signatory

..... (signature)

..... (date)

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**Business Confidential**



# SAFE2DRIVE

## SCHEDULE 1 PRICES

1. The Company shall charge the Client per Request in accordance with Prices set out in the table below:

|                               |  |
|-------------------------------|--|
| See GCloud15 Pricing Schedule |  |
|                               |  |
|                               |  |
|                               |  |
|                               |  |
|                               |  |
|                               |  |

2. All prices are exclusive of Value Added Tax which will be charged at the prevailing rate, for which the Client will be additionally liable.
3. The Company shall invoice the Client for the provision of the DCLS in arrears on a monthly basis and Client shall pay all invoices within 30 days of issue.
4. The prices shall be fixed for the term of the Contract. The Company shall only be entitled to increase the Prices during the term of the Contract if the cost of providing the DLVS increases as a result of a price increase by the DVLA. In such circumstances, the Company shall be entitled to increase the Prices by the same amount as the increase by the DVLA.
5. Where payment is not received from the Client within the due date, the Company shall, without affecting or limiting any other rights or remedy, be entitled to charge interest on the outstanding amount in terms of the Late Payment of Commercial Debts (Interest) Act 1998.



## SCHEDULE 2

### SERVICE LEVEL AGREEMENT (SLA)

#### Introduction

This service level agreement (SLA) describes the levels of service that **The Client** will receive from **Safe2Drive Solutions Limited** ('the supplier').

This SLA should be read alongside the Safe2Drive contract (T&C'S) between the client and the supplier. Although the SLA covers key areas of the client's system and support, the support may include areas not covered by this SLA.

#### Purpose

The client is supplied the Safe2Drive System, (software and services) the system is provided, maintained and supported by the supplier.

This service level agreement sets out what levels of availability and support the client will receive from the Safe2Drive system.

This SLA forms an important part of the contract between the client and the supplier. It aims to enable the two parties to work together effectively.

#### Scope

#### Parties

This SLA is between The Supplier & The Client

#### Dates and reviews

This commencement date is as per the terms and conditions.

It may be reviewed at any point, by mutual agreement. It may also be reviewed if there are any changes to the Safe2Drive System.

#### Equipment, software and services covered

This SLA covers only the, software and services in the table below. This list may be updated at any time, with agreement from both the client and supplier.

Please note:

- Safe2Drive's objective of **response times** is for all items listed in this section.
- Safe2Drive's objective is to provide **uptime** only for items with a tick in the **Covered for uptime** column.



These items have been assigned a priority level, from 1 (most important) to 3 (least important). The priority levels help determine the uptime and response time.

| Item type                                                                                                  | Priority |
|------------------------------------------------------------------------------------------------------------|----------|
| Access to the Safe2Drive System<br><a href="https://app.safe2drive.co.uk">https://app.safe2drive.co.uk</a> | 1        |
| Process Driver(s) Electronic Fair Processing Invitations - Same Day                                        | 2        |
| Process Driver(s) Manual Fair Processing Forms – Same Day                                                  | 3        |
| Data Import of New Driver Information<br>On the agreed date with the client                                | 2        |
| Data Deletion on Request<br>Within 24 working hours                                                        | 3        |
| DVLA UK driving Licence electronic check(s)                                                                | 1        |
| Web Hosting - Microsoft Azure Cloud Backup                                                                 | 1        |

## Exclusions

This SLA is written in a spirit of partnership. Safe2Drive will always do everything possible to rectify every issue in a timely manner.

However, there are a few exclusions. This SLA does not apply to:

- Any software or services not listed above
- Software, or services not purchased via and managed by Safe2Drive

Additionally, this SLA does not apply when:

- The problem has been caused by using the software or service(s) in a way that is **not recommended** by Safe2Drive.
- The client has made **unauthorised changes** to the setup of affected software or services.
- The client has prevented Safe2Drive from **performing required** tasks due to the lack of information or clarity of the task.
- The issue has been caused by **unsupported** software or other integration of third-party services by the client.
- The issue has been caused by a fault with an **API** integration, unrelated to Safe2Drive.

This SLA does not apply in circumstances that could be reasonably said to be beyond Safe2Drive's control. For instance: floods, war, acts of god and so on.





This SLA also does not apply if the client is in breach of its contract with Safe2Drive for any reason (e.g. late payment of Safe2Drive invoices or fees).

Having said all that, **Safe2Drive Solutions Ltd** aims to be helpful and accommodating at all times and will do its absolute best to assist **The Client** wherever possible.

## **Responsibilities**

### **Supplier responsibilities**

Safe2Drive will provide and maintain the Safe2Drive system used by the client.

The support between Safe2Drive and the client includes their responsibilities as detailed.

Additionally, Safe2Drive will:

- Ensure that the Safe2Drive software and service are available to the client in line with the uptime levels listed below.
- Respond to support requests within the timescales listed below.
- Take steps to escalate and resolve issues in an appropriate, timely manner.
- Maintain good communication with the client at all times.

### **Client responsibilities**

The client will use the Safe2Drive system as intended.

Additionally, the client will:

- Notify the client of issues or problems in a timely manner.
- Provide Safe2Drive with full details of any issues or problems with the service for the purposes of maintenance, updates, fault prevention and improvement in areas of customer service.
- Maintain good communication with the supplier at all times.
- The client must supply all data in the correct format, in line with Safe2Drive's Data import spread sheet
- The client must ensure the clarity of any handwritten documentation supplied to Safe2Drive. The client must accept that if a poorly completed handwritten document supplied by the client to Safe2Drive may not allow the processing of the client request.



## Uptime Objectives

### Uptime levels

In order to enable the client to do business effectively, Safe2Drive has listed its SLA objectives that certain items will be available for a certain percentage of time.

These uptime levels apply to the, **software and services** supplied by Safe2Drive in the table below

The level of uptime depends on the priority level of each item:

| Priority level | Uptime Objectives |
|----------------|-------------------|
| 1              | 99.9%             |
| 2              | 99.5%             |
| 3              | 99%               |

However, there are a few exclusions, this SLA does not apply to/or be held responsible for the uptime of;

- **Microsoft Azure Cloud Hosting**
- **DVLA – ADD Service**

Safe2Drive will however act on the interest of the client, to follow up with the above listed providers, and communicate any updates to the client.

### Measurement

Uptime is measured the using Safe2Drive's automated systems, over each calendar month. It is calculated to the nearest minute, based on the number of minutes in the given month (for instance, a 31-day month contains 44,640 minutes).

- Uptime measurements exclude periods of routine maintenance. These are controlled by the Hosting / IT Support & Supply provision of DVLA's ADD service used by the Safe2Drive to provide its service to the client that cannot be listed in advance.
- If uptime is affected out with Safe2Drive's direct control, then Safe2Drive where possible will inform the client.

### Response times

When the client raises a support issue with the Safe2Drive, Safe2Drive promises to respond in a timely fashion.

The response time measures how long it takes the Safe2Drive to respond to a support request raised by the client.



Safe2Drive is deemed to have responded, when it has replied to the client's initial request. This may be in the form of an email or telephone call, to either provide a solution or request further information.

Response times depend on the priority of the item(s) affected and the severity of the issue. They are shown in this table:

|               |   | Issue severity (see <b>Severity levels</b> section, below) |            |            |          |
|---------------|---|------------------------------------------------------------|------------|------------|----------|
|               |   | Fatal                                                      | Severe     | Medium     | Minor    |
| Item priority | 1 | 30 minutes                                                 | 30 minutes | 60 minutes | Same Day |
|               | 2 | 30 minutes                                                 | 30 minutes | 60 minutes | Same Day |
|               | 3 | 60 minutes                                                 | 60 minutes | 90 minutes | Same Day |

Response times are measured from the moment the client a request to Safe2Drive.

Response times apply during standard working hours (9am — 5.00pm) only, unless the T&C's of the contract between the client and Safe2Drive specifically includes provisions for out of hours support.

## Severity levels

The severity levels shown in the tables above are defined as follows:

- **Fatal:** Complete degradation — all users and critical functions affected. Item or service completely unavailable.
- **Severe:** Significant degradation — large number of users or critical functions affected.
- **Medium:** Limited degradation — limited number of users or functions affected. Business processes can continue.
- **Minor:** Small degradation — few users or one user affected. Business processes can continue.

## Resolution times

Safe2Drive will always endeavor to resolve problems as swiftly as possible. We recognise that the client's Safe2Drive system is key to its business.

However, Safe2Drive is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary enormously.

For instance, it may be possible to resolve a fatal server issue in minutes, simply by restarting the server. But if a server fails due to disk error or a hardware fault (also classed as a fatal issue) it may take much longer to get back up and running.

In all cases, Safe2Drive will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the client.



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## Right of termination

The supplier recognises that it provides services that are critical to the client's business.

If the supplier consistently fails to meet the service levels described in this document, the client may terminate its entire contract with the supplier, in line with the Safe2Drive's T&C's within the contract with no additional penalty.

SAMPLE

Safe2Drive Solutions Ltd | 128 City Road | London | EC1V 2NX  
Company Registration No. 14460734 | Vat Reg. No. 431 0587 22  
t 0204 581 7777 t 0141 260 7272e [gdpr@safe2drive.co.uk](mailto:gdpr@safe2drive.co.uk) w [www.safe2drive.co.uk](http://www.safe2drive.co.uk)

Business Confidential



## SCHEDULE 3

### TERMS OF USE

#### DEFINITIONS

**Approved E-Declaration:** using the procedures and methods approved by the DVLA for the use of electronic signatures (within the meaning of the Electronic Communications Act 2000 and associated regulations) or other legally recognised and acceptable procedures and methods of evidencing a Licence Holder's provision of permission to a Request.

**Client:** the legal entity who has contracted to use the DLVS provided by Safe2Drive Solutions Ltd.

**Company:** Safe2Drive Solutions Ltd

**Conviction:** other than for minor road traffic offences, any previous or pending prosecutions, Convictions, cautions and binding-over orders (including any spent Convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 (as amended) by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) (as amended) or any replacement or amendment to that Order, or being placed on a list kept pursuant to the safeguarding of Vulnerable Groups Act 2006 (as amended).

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the **UK General Data Protection**; the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

**Driver:** the individual employee or Data Subject who makes an application which requires a DVLA check.

**DLVS:** the Driving Licence Verification Service which is the checking of a Driver's driving licence information against the records held centrally by the DVLA for that individual with a view to confirming their licence status, penalties, endorsements, revocations, disqualification, suspension and confirming their entitlement to drive their vehicle;

**DVLA:** means the Driver and Vehicle Licensing Agency which maintains a computerised register of drivers and driver license data.

**Fair Processing Declaration Form:** the document in DVLA approved format which is signed by the Driver.

**Services:** the DLVS provided by the Company to the Client in line with the Safe2Drive Terms of Use and the Contract.



**Staff:** all persons employed by the Customer and Client to perform its obligations under the contract including its servants, agents, suppliers and sub-contractors used in the performance of its obligations under the Contract.

## BACKGROUND

This document sets out the terms on which Safe2Drive Solutions Ltd provides you with its Driving Licence Verification Service (**DLVS**) and must be complied with by any Client using this Service. In order to comply with its contract with the DVLA, the Company must set out these Terms of Use for Clients and they form part of the contractual obligations on the Client's use of the DLVS.

These Terms of Use are subject to change from time to time and it is the Client's responsibility to ensure that it reviews these terms regularly to ensure compliance with them. The Company is not obliged to provide notice of any change to these terms.

## Rights and Duties

The Client must have a legitimate and lawful justification for retrieving driving licence validity, entitlement and other information relating to the driver record maintained by DVLA or lawful justification for accessing the DVLA 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.

Any Driver data provided to the Client as part of the Service cannot be obtained or further processed for reasons incompatible with the purpose for which it was obtained and for which the data subject (the Driver) gave their permission.

Company and the DVLA are required to inform the Driver that they are using the DLVS through use of the Fair Processing Declaration Form before releasing the information through the Company's Services to the Client. This is necessary under Data Protection Legislation. It is the absolute responsibility of the Client to ensure that the Driver has completed the Fair Processing Declaration Form prior to any request being submitted to the DLVS.

The Client shall appoint a suitable administrator to manage their DLVS service and account. The administrator must have any training required to ensure that they are familiar with the day-to-day management and administration of the Service.

The Client will not use, nor attempt to use, the DLVS for driver checking before the Fair Processing Declaration Form has been completed by the Driver. The Fair Processing Declaration Form is valid for 3 years from the data of signature or when the Driver ceases to drive for the Client, whichever is sooner. Using the Service without a valid Fair Processing Declaration Form is unacceptable and will constitute a material and irremediable breach of these Terms of Use.

The Client shall put in place a procedure to allow a Driver to object to the processing of their Data or to restrict the processing of their Data and for the Company to be notified of this request within a reasonable time thereafter.

The Client shall be responsible for informing Drivers who do not wish to complete a Data Protection



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Data Processing Declaration Form 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:

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

It is the Company's intention that the Service 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 firewall).

The Company does not warrant the availability of the Service 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 Integrated Enquiry Platform database.

### **Suspension & Termination of Service**

The Company has the right to suspend or terminate access to the Service where there has been a material breach of security or an audit finds that the Client's authorised users are improperly permissioned, or the correct 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.

The Company may suspend all or part of the Service immediately and without notice upon the Client's breach of any term of these Terms of Use including without limitation its breach of any obligation to make payment against an undisputed invoice or following a breach of Data Protection legislation.

After the Service has been suspended or the Contract has been terminated or both, the Client must continue to comply with its obligations under this Contract and under Data Protection Legislation in relation to the Data which it holds, including as to the proper use of the Data, retention of the Data and secure destruction of the Data.

### **Written Driver Fair Processing Declaration Form and E-Approval Requirements**

To enable the Company to satisfy the DVLA requirements for the provision of Licence Holder Personal Data, the Client agrees to use the DLVS to create, process, produce and print a Fair Processing Declaration Form or alternatively to use E-Approval (as appropriate) according to the circumstances.





The Company will only accept Company pre-formatted or system generated Fair Processing Declaration Forms for DLVS. 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.

All Fair Processing Declaration Forms submitted for verification should be checked for accuracy and completeness by the Client before being returned to the Company.

The Client shall submit all Fair Processing Declaration Forms within timescale of no more than 3 months from the date of Fair Processing Declaration Form creation. 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.

The Client accepts full responsibility for the accuracy of all information supplied in the Fair Processing Declaration Form and/or any electronic data or record used in the E-Approval process.

The Client will ensure that the Driver has completed the Fair Processing Declaration Form or any electronic record used in a request as a pre-condition to its submission to Company and DVLA. The Client shall indemnify the Company and any Company of the Company, in connection with the DLVS against loss or damage resulting from the Client's failure to ensure that the Driver has completed the Fair Processing Declaration Form.

The Fair Processing Declaration Form should be 'hand signed' (wet signature) by the Driver in black ink in the appropriate section labelled 'Driver Declaration'.

The Client shall be responsible for informing all Drivers that any information obtained from the DVLA shall only be used for the purposes of verifying their driving licence details, credentials and data matching information held on their personnel records or other records. The Client agrees that any Data provided is provided on the explicit basis that it should not be used for identity checking and that it is an essential term of this Contract that the Data and DLVS is only used to check entitlement to drive and that the Data is not used for any other purpose.

The Client must ensure before relying on any item of Data that the Data provided matches the information in the request and that the Data pertains to the Driver for whom they possess a Fair Processing Declaration Form. Any records passed to the Client from Company that do not pertain to a Fair Processing Declaration Form held by the Client must be disregarded and deleted from any systems. The Company must be contacted in this instance.

The Company shall at its discretion accept original, photocopies, fax copies and electronically scanned copies of the Fair Processing Declaration Forms provided that in the reasonable opinion of the Company they are of 'good quality and clearly legible'. This means:

- Handwriting and printed wording must not be obscured in any way shape or form or have been tampered with;
- Correction fluid or any other form of masking will render the form invalid;
- Fax and emailed PDF copies of the Fair Processing Declaration Forms must be full size (A4)



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copies of the original

Fair Processing Declaration 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;

All Fair Processing Declaration Forms that are not compliant with the above or are not clearly signed by the Driver will be rejected by the Company.

The Client further agrees to supply to the Driver all such documentation relating to the submission of the Fair Processing Declaration Form and/or verification as the Company may require whether prior to, or after submission of the relevant Fair Processing Declaration Form. Failure to provide sufficient information about the Driver who is the subject of the enquiry, or failure of the Driver to sign the declaration will result in the Fair Processing Declaration Form being rejected.

Where the Driver fails to complete all of the requirements of the Fair Processing Declaration Form or to satisfy any E- Approval requirement or to complete or pass any identity check or other form of electronic validation or withdraws or refuses to provide information necessary for the Company to request a DVLA check using E-Approval the process must be abandoned and, if necessary, re-started anew

Fair Processing Declaration Forms should be submitted to the Company no later than 15:00 hrs. (UK time) on any weekday to allow the Company to submit the enquiry to the DVLA on the same day. Late arrival may mean submission will take place on the next working day.

The Company may at any time without notifying the Client, update or change the DLVS at the sole discretion of the Company which is considered necessary for service improvements or to comply with safety, security or other statutory requirements provided this does not 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 e-mail broadcast, by email, by telephone or published on [www.safe2drive.co.uk](http://www.safe2drive.co.uk) according to the nature of the changes and its likely material effect on the Client in terms of operational consequences or procedural changes that may be required to accommodate such update or service modification. .

The Company shall provide the DLVS in accordance with the Fair Processing Declaration Form or approved/permitted E-Approval procedure. Any changes proposed by the Client must be specified in writing and agreed by both the Company and DVLA before making changes. It shall be the responsibility of the Client to ensure that their changes comply with Data Protection Legislation and DVLA requirements.

The Customer shall retain the signed Fair Processing Declaration Forms for a period of two years following use of the Service on the instructions of the Client in order to comply with DVLA requirements.



## Security and Storage of Personal and Special Category Personal Data

The Client should at minimum ensure that, to the extent applicable for the Services, the following security is in place to:

- the Data, including back-up Data, must be retained in secure premises and locked away;
- the Data supplied may only be copied for back-up and for the purposes of processing the Data and copies must be erased immediately thereafter and they must not be otherwise duplicated;
- Data, including back-up Data, must be protected from unauthorised access, release or loss;
- 
- a user ID and a robust password must be required to enter all databases on which the Data is stored;
- a unique User ID and password must be allocated to each person with access to the Data;
- user IDs must not be shared between the relevant party's Staff;
- an electronic trail relating to any activity involving the Data must be retained, identifying the User ID and individual involved in each activity;
- access to the Data must be minimised so that only where necessary are individuals given the following levels of access:
  - ability to view material from single identifiable records
  - ability to view material from many identifiable records
  - functional access, including searching, amendment, deletion, printing, downloading or transferring information;
- the Data must not be accessed from, copied onto or stored on removable media. Laptops may be used but only if the device has full disk encryption installed in line with industry best practice and devices are securely protected when not in use;
- all manual and electronic enquiries must be logged centrally and stored by each party;
- enquiries must be checked by senior Staff on a regular basis;



- senior members of the Client's Staff must conduct reconciliation checks between incoming and outgoing enquiry volumes on a regular basis;
- Data must only be used for the purpose for which it was obtained;
- paper records must be securely destroyed so that reconstruction is unlikely;
- electronic Data must be securely destroyed or deleted in accordance with current guidance from the Information Commissioner's Office as soon as it is no longer needed;
- Data received by post must be available only to appropriately trained and experienced members Staff, who must abide by the requirements of this Contract and Data Protection Legislation;
- all records containing personal information, including screen prints, reports or other Data which have been supplied or derived from the DLVS in any format must be stored in a secure manner;
- all premises and buildings in which the Data is stored must be secure;
- each party must have paid the relevant Data Protection fee to the Information Commissioner's Office if required; and
- Data must not be passed to third parties unless in line with these Terms of Use.

## Staff Vetting

Unless otherwise stated, Client and Company shall each ensure that the following Staff vetting procedures are followed:

- each party shall confirm the identity of all its new Staff;
- each party shall confirm the references and qualifications of all its Staff;
- each party shall require all persons who are to have access to DLVS complete and sign a written declaration of any unspent criminal Convictions;



- each party shall not allow any person with unspent criminal Convictions to have access to DLVS or to the Data, except with the prior written approval of the other party and subject to Company obtaining approval from DVLA;
- each party shall ensure that no person who discloses that they have a relevant Conviction (being a Conviction of such a nature and in terms of industry best practice that would preclude that person from handling Data), or who is found to have a relevant Conviction is allowed access to DLVS without the prior written approval of the other party and subject to Company obtaining approval from DVLA;
- the Company shall require all persons who are to have access to DLVS or to the Data to complete and sign an agreement to use DLVS only for the permitted purpose and in accordance with the terms of this Contract;
- each party shall ensure that anyone who has access to the DLVS, or the Data shall act with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper use of such;
- each party shall ensure that each person who is authorised to use the DLVS has been trained in the operation of the system and its associated procedures and keep documentary records of the same;
- each party shall ensure that each person who has access to the Data is appropriately trained in and aware of his or her duties and responsibilities under Data Protection Legislation and this Contract;
- the Customer's disciplinary policy shall state that misuse of the DLVS or the Data by any person shall constitute gross misconduct and may result in summary dismissal of that person. Where relevant, Company shall notify the DVLA of such misuse and person shall no longer have access to DVLA Data;
- system administrators must receive appropriate training;
- the system administration role must be separated from any other role to ensure a separation of duties.

The Client shall maintain a list of Staff who have direct responsibilities for the use of Data.

### **Audit and Inspection Rights**

The Company will audit the Client during the first calendar year of the Contract and annually thereafter in relation to the data protection terms above. Evidence of these audits will be made



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available to the DVLA. The Company will notify the DVLA of any defaults that it considers have been committed by the Client whether discovered during the audit or at any other time. The Company also reserves the right to take additional action to ensure that the Client complies with the data protection agreement.

After the first calendar year, the Company shall from time to time carry out an inspection and audit of Client's use of the DLVS and storage and security of Data. The Company shall give reasonable notice of its intention to carry out an inspection and audit.

In exceptional circumstances in relation to abuse or suspected abuse of the DLVS or suspected (including by reason of referral of concerns by a third party) serious breach of Data security or compliance with the Contract in respect of the security and use of Data, the Company shall be entitled to carry out an inspection and audit without prior notice being given and the Client shall, on request being made by the Company, provide immediate access to Client's premises. In exceptional circumstances in relation to abuse of Data, DVLA may require access to Client's premises directly.

Client shall co-operate fully with Company or Company's auditors or other authorised advisers as to any request for access to relevant documentation, records, and evidence.

If the inspection and audit process identifies abuse of the DVLS or non-adherence to the terms of the Contract then the Company shall be entitled, at its discretion, to suspend Client's use of the DVLS or, if considered appropriate, terminate the Contract in accordance with this Contract.

The Client shall upon receipt of reasonable notice and during normal office hours attend meetings arranged by Company for the discussion of matters connected with performance of the Contract, and in particular with regard to use of Data and ensuring each party's compliance with the Data Protection Legislation.

At Company's reasonable request, Company and Client shall meet in person or via telephone conference to review and consider (i) the purpose for which Data is provided and the ongoing need and whether any changes to the contract are required; (ii) the volume of Data provided; (iii) the security arrangements governing Client's safe receipt and further use of the Data; (iv) the arrangements Client has in place relating to the retention and secure destruction of the Data; (v) any audits Client has carried out that have relevance to the way that Client is processing Data; (vi) any security incidents that have occurred regarding the Data; and (vii) the training and experience of the Client's Staff in their duties and responsibilities under Data Protection Legislation.

The Client shall carry out its own internal compliance checks at least annually and shall notify

Company of such checks. In addition, Client shall share with Company the outcome of any other checks, audits or reviews that have been carried out on its activities as a Data Controller that are



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relevant to the processing of the Data.

The Client shall notify Company immediately, within a maximum of 24 hours of becoming aware, of any audits that are being carried out by any regulatory authority under Data Protection Legislation that are relevant to the processing of the Data.

## Action on Complaint

Where a complaint is received about the Client which relates to any matter connected with the performance of the Client's obligations under the Contract or the use of Data, the Company may investigate the complaint.

The Client must provide any information relating to the Client's requests for and use of the Data as the Company may reasonably require as part of any investigation. The Company may, in its sole discretion, acting reasonably, uphold the complaint and take further action in relation to termination or suspension of the Contract.

The Client shall ensure that it complies with all statutory obligations as an employer including:

The Bribery Act 2010  
The Equality Acts 2006 and 2010  
The Health and Safety at Work etc. Act 1974