These are the terms and conditions that apply between **DriverCheck Ltd**, a company registered in Scotland with registered number SC292381 and having its registered office at Garscadden House, 3 Dalsetter Crescent, Glasgow G15 8TG and:

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Client detail

**Definitions and Interpretation** In these Terms and Conditions and the Order Form the following words and expressions shall have the meanings set out unless the context otherwise requires:-

"**Approved E-Declaration**" means 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.

"**Archive Status**" means the process of removing a Licence Holder from the database of live records that are or are intended to be the subject of requests to the DVLA to determine validity, entitlement and any convictions, penalty points, endorsements, revocations or disqualifications.

"**Change of Control**" means a change of control within the meaning of Section 450 of the Corporation Taxes Act 2010 (as amended from time to time and including any successor legislation).

"**Check**" or "**Verification Check**" means the request to, and response from, DVLA or where appropriate Agent, regarding Licence Holder information.

"**Client**" means the person, firm, company or other trading entity named in the Order Form to whom the Company has agreed to provide the DLVS; and in the circumstances where the business has been introduced by an agent on behalf of the Client, shall, as appropriate, include that agent.

"**Contract**" means the contract between the Company and the Client, constituted by the Order Form and these terms and conditions, for the provision of the DLVS.

"**Confidential Information**" means all personal, commercial, financial, technical or other information of the other party which is of a confidential or proprietary nature or is involved in the provision of the DLVS or otherwise comes to the attention of the receiving party but will not include information provided in response to a legitimate request under the Freedom of Information Act 2000.

"**CPC**" means Certificate of Professional Competence.

**"DRIVERCHECK"** or **"Company"** means Drivercheck Ltd, registered in Scotland with company number SC292381 and whose registered office is at Garscadden House, 3 Dalsetter Crescent, Glasgow G15 8TG.

**"DriverCheck Driving Licence Information Fair Processing Declaration Form"** means the document in DVLA approved format which is signed by Licence Holder and herein after referred to as a "**Fair Processing Declaration Form**".

**"DriverCheck GDPR Framework"** means the operational framework policy document prepared and maintained by DriverCheck in respect of its adherence to GDPR requirements, a copy of which is supplied to Client;

"**Data**" means the personal data and sensitive data obtained by Company from Client and provided by Company to Client pursuant to the DLVS.

"**Data Legislation**" means the Data Protection Act 1998 and (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation as amended or updated from time to time; and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

"**Data Controller**", "**Data Processor**", "**Personal Data**", "**Sensitive Personal Data**", "**Data Breach**", "**Regulatory Authority**", and "**Processing**" shall have the same meanings as given to such terms as in the Data Legislation;

"**Applicable Laws**" means all applicable laws, statutes and regulations from time to time in force relevant to the provision of the services under this Contract.

"**Date of Commencement**" means the earlier of the date the DLVS is first made available to the Client and the date specified the Order Form as the Order Date.

"**DLVS**" means the Driving Licence Verification Service which is the service to be provided by Company.

"**DVLA**" means the Driver and Vehicle Licensing Agency, an executive agency of the Department for Transport located in Swansea.

"**E-Permission**" means the use by the Client of any procedures approved by the DVLA as meeting their minimum requirements for electronic permission solutions.

"**Inactive Account**" means a Client account with the Company under which there has been no submission of a Fair Processing Declaration Form, or for rechecking of any existing Licence Holder record, during a continuous 12 month period as recorded in the DLVS system.

"**Intellectual Property Rights**" means all patents, rights to inventions, utility models, copyright and related trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in design, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"**Licence Holder**" or "**Driver**" or "**Data Subject**" means Client's employee or approved driver or prospective employee or prospective approved driver or the individual for whom Client requires the licence to be checked.

"**Materials**" means documents, materials or information supplied by Company in connection with the DLVS.

"**Price**" means the cost per Licence Holder check as set out in the Order Form (and as varied by Company from time to time by notice to Client).

"**Request**" means an enquiry made by DRIVERCHECK to the DVLA in respect of Licence Holder's driver record.

**"Senior Representative**" means a Director or a person of equivalent authority.

"**Staff**" means employees and consultants employed or contracted by Client or Company from time to time and who have access to DLVS and/or Data;

"**Supplied Content**" means documents, materials or information given to Company by Client or Client's officers, employees or the Driver for the purpose of the DLVS.

The headings in this Contract are for convenience only and shall not affect its interpretation. References in this Contract to any statute shall be deemed to include references to such statute as it may be amended or re-enacted from time to time. The singular includes the plural; and the masculine includes the feminine, and vice versa.

**DURATION AND TERMINATION**

1.1. The Contract shall commence on the Date of Commencement and, subject to valid earlier termination, shall continue for **an initial period of 12 | 24 | 36 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.

1.2. Either party may terminate the Contract by giving written notice to the other, to have immediate effect or to have effect after such period as is stated in the notice, if the other commits any material breach of the Contract which is not capable of remedy or, in the case of a breach which is capable of remedy, where such breach is not remedied to the reasonable satisfaction of the requesting party within 30 days of a written notice to remedy the breach.

1.3. Client shall notify the Company immediately in writing where it becomes bankrupt, goes into liquidation, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed, becomes unable to pay its creditors as they fall due, or has a winding up petition issued against it.

1.4. The Contract will terminate immediately if either party becomes bankrupt, goes into liquidation, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed, becomes unable to pay its creditors as they fall due, or has a winding up petition issued against it.

1.5. Client shall notify Company immediately upon the occurrence of a Change of Control. Upon notification of a Change of Control in the Client, 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.

1.6. In the event of termination of the Contract, Client shall continue to comply with its obligations under the Contract and under the Data Legislation in relation to Data which it holds, including as to the proper use of the Data, retention of the Data and secure destruction of the Data.

1.7. 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, Company may at its own discretion immediately terminate this Contract by notice in writing to Client.

**THE DRIVING LICENCE VERIFICATION SERVICE**

2.1. Company agrees to provide Client with DLVS from the Date of Commencement in accordance with the Fair Processing Declaration Form or Approved E-Declaration procedure. Any changes required by Client must be submitted in writing to the Company and agreed to in writing by Company after, if required, consultation with DVLA.

Company SHALL use the Fair Processing Declaration Form or E-Declaration to verify details with DVLA.

2.2. Client shall use the DLVS to create, process, produce and print a Fair Processing Declaration Form and/or use Approved E-Declaration (which must satisfy the minimum requirements set out in D906/ADD and the ADD Contract) and any additional guidelines or requirements that are published by the Company or DVLA). The Client shall check all Fair Processing Declaration Forms for completeness prior to submission to Company. Client shall procure informed voluntary permission from Licence Holder named on the Fair Processing Declaration Form or in any electronic record used in a Request as a pre-condition to its submission to Company. Client shall supply to Driver all documentation relating to the submission of the Fair Processing Declaration Form and/or verification as Company may require whether prior to, or after submission of, the relevant Fair Processing Declaration Form. Failure to provide sufficient information about Client or Driver who is the subject of the enquiry or failure of Driver to sign the declaration shall result in the Fair Processing Declaration Form being rejected.

2.3. The DriverCheck Driving Licence Information Fair Processing Declaration Form must be 'hand signed' (wet signature) by Data Subject in black ink in the appropriate section labelled 'Driver Declaration' after explicit permission has been granted by the named person and which provides full permission to carry out the verification check and conforms to the Data Legislation.

Fair Processing Declaration Forms should be submitted to Company no later than 15:00 hrs (UK time) on a weekday to allow Company to submit the enquiry to DVLA on the same day. Any submission by Client after that time may result in submission to DVLA not taking place until the next working day.

2.4. 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 Approved E-Declaration process. Where Client uses Approved E-Declaration, 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.

2.5. Client shall be responsible for informing all Drivers that any information obtained from DVLA shall only be used for the purpose of verifying their driving licence details, credentials and data matching personal information held on Client's personnel records or other records. As between Client and Driver, Client may inform Driver that failure to complete and sign a Fair Processing Declaration Form or otherwise provide the required permission for any Request will not breach their contract of employment or result in any disciplinary action.

2.6. Client and Company agree and acknowledge that any Data shall only be used for the purpose described in Clause 2.5 above. Client and Company agree that the Data shall not be sold or permit it to be sold to any third party.

2.7. Client shall be responsible for ensuring that Licence Holder properly completes and signs (with an original signature) a Fair

Processing Declaration Form or otherwise signifies their full permission by use of Approved E-Declaration. Client shall Indemnify Company, and any supplier of Company in connection with the DLVS, against loss or damage resulting from Client's failure to obtain a Licence Holder's permission.

2.8. The Client shall immediately invoke Archive Status within the DLVS system for any Licence Holder who withdraws their permission or is no longer employed by or under the control of Client or who ceases to drive on behalf of the Client.

Company will accept only the Company's form of Fair Processing Declaration Form and shall be entitled, at its discretion, to reject any other format or any Fair Processing Declaration Form which is incomplete (including as to signature of the Data Subject) or incorrectly completed. The Company shall, at its discretion, accept original, photocopies, fax copies and electronically scanned copies of Fair Processing Declaration Forms provided that, the reasonable opinion of the Company they are of 'good quality and clearly legible'. Without prejudice to the Company's discretion –

(a) handwriting and printed wording must not be obscured in any way shape or form and must not have been tampered with;

(b) correction fluid or any other form of tampering will render the form invalid;

(c) fax and emailed PDF copies of Fair Processing Declaration Form must be full size (A4) copies of the original.

2.9. In addition to full and proper completion of the Fair Processing Declaration Form, where Licence Holder fails to satisfy any e-signature requirement or to complete or pass any identity check or other form of electronic validation or withdraws or refuses any permission necessary for the Company to request a DVLA check using Approved E-Declaration the process shall be abandoned and, if necessary, re-started anew.

2.10. Where Client proposes to use an E-Permission solution or service, integrated within their own software application, they must either use the Approved E-Declaration process or method or submit an alternative proposed method or variation to the Approved E-Declaration process to the Company for approval by the DVLA before offering or making such application available to Licence Holders. It shall be the responsibility of the Client to ensure that their application follows the Approved E-Declaration model and meets such minimum requirements as advised by Company for the purposes ensuring compliance with Data Legislation and the requirements of DVLA.

2.11. If Data Subject does not wish to provide explicit permission by signing a Fair Processing Declaration Form or using Approved E-Declaration, then an alternative method can be offered by Client (such as a visual inspection of documentation or the use of the DVLA's own enquiry service) but any such alternative method shall not be covered by this Contract.

2.12. Company may at any time, at its discretion and without advance notification to Client, update or change the DLVS where Company considers this necessary for service improvements or to comply with safety, security or other statutory requirements (including for the avoidance of doubt any requirements of DVLA). Where practicable, the Company will notify Client in advance of such changes and the reasons for introducing them. Notification may be by e-mail broadcast, by email, by telephone or published on www.drivercheck.co.uk according to the nature of the change and its likely material effect on Client in terms of operational consequences or procedural changes that may be required to accommodate such update or service modification.

2.13. All declarations under this Clause 2 must clearly state Company name, and Client's name. In event of Client's name(s) changing, or if there is any restructuring of Client that affects its legal entities, subsidiary companies or its trading / legal name(s), a new completed Fair Processing Declaration Form or Approved E-Declaration form must be completed to reflect the change. Client undertakes to inform Company of any changes to its names as soon as reasonably practicable.

2.14. Client shall ensure that Data provided to Company matches the information in the request and the Data pertains to the Data Subject for whom they have obtained a Fair Processing Declaration Form or Approved E-Declaration. Any records passed to Company from Client that do not pertain to the Fair Processing Declaration Form or Approved E-Declaration provided by Client must be disregarded and deleted from any systems.

2.15. Client acknowledges and 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.

**PRICES AND PAYMENT**

3.1. Client shall pay Company the Price for use of the DLVS. All Prices quoted by the Company are exclusive of Value Added Tax, for which Client shall be additionally liable, at the prevailing rate.

3.2. Company shall invoice Client for the provision of the DLVS on at least a monthly basis and Client shall pay all invoices within 30 days of the date of issue.

3.3. Client shall reimburse to Company on demand any additional reasonable charges which Company incurs as a result of the Client's instructions or failure to provide proper instructions, or the inaccuracy of any Supplied Content or any other act or omission attributable to Client or Driver.

3.4. The Prices shall be as stated in the Order Form. All charges quoted or stated in any proposal or response to a request for information or tender document may be subject to change at any time without notice unless the Company has agreed in writing to hold or fix these charges for a period of time.

3.5. Where payment is not received from Client by the due date, the Company shall, without affecting or limiting any other right or remedy, be entitled to charge interest on the outstanding amount in terms of the Late Payment of Commercial Debts (Interest) Act 1998.

**CLIENT MANAGEMENT OF DATA AND STORAGE OF RECORDS**

4.1. Data received by the Client must only be used to support the purpose for which it was originally collected DVLA. Data and records received by Client must only be used for the specific purpose of the enquiry made and Client shall not obtain or further

process the Data for reasons incompatible with the purpose for which it was obtained.

4.2. The Client shall be destroying or securely dispose of records of personal information obtained using the DLVS after the expiration of the retention period(s) set down by the Company.

4.3. If any complaint is received by Company from Data Subject that personal details that have been obtained unlawfully, the Company shall pass this to the DVLA and/or the Regulatory Authority. If the Company is satisfied, or has reasonable grounds for considering, that information was obtained or used inappropriately, then the Company may, at its sole discretion, suspend Client's access to the DLVS until a full investigation has taken place. The Client shall assist with and respond to all reasonable requests for information during any investigation.

4.4. Company shall be entitled immediately to suspend Client's access to the DLVS if there is shown, to the reasonable satisfaction of the Company, to be any breach of security in respect of date and records and such suspension may take effect without Company requiring to give prior notice to Client.

4.5. Any Fair Processing Declaration Form, screen prints of Driver records or paper copies of records obtained from the DLVS shall be stored in a locked cupboard or similar in a lockable room with a suitable keypad or lock and be secured overnight. Records stored on electronic systems shall be accessible only by DLVS registered users who have been nominated for user access to the DLVS by Client and who have been allocated a user name with an encrypted password. Any such person accessing the stored records shall require to be authenticated correctly and have a business requirement to view the Data.

4.6. Client and Company shall satisfy the following Data security requirements:

a) the Data, including back-up Data, must be retained in secure premises and locked away;
b) 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;
c) each party will retain the Data only for as long as necessary with reference to the purpose for which the Data is required;
d) each party, in accordance with Data Legislation should dispose of the Data where there is no business need to retain it;
e) Data, including back-up Data, must be protected from unauthorised access, release or loss;
f) a user ID and a robust password must be required to enter all databases on which the Data is stored;
g) a unique User ID and password must be allocated to each person with access to the Data;
h) user IDs must not be shared between the relevant party's Staff;
i) an electronic trail relating to any activity involving the Data must be retained, identifying the User ID and individual involved in each activity;
j) 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;

k) 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;
l) all manual and electronic enquiries must be logged centrally and stored by each party;
m) enquiries must be checked by senior Staff on a regular basis;
n) senior members of Client and Company's Staff must conduct reconciliation checks between incoming and outgoing enquiry volumes on a regular basis;
q) paper records must be securely destroyed so that reconstruction is unlikely;
r) electronic Data must be securely destroyed or deleted in accordance with current guidance from the Regulatory Authority as soon as it is no longer needed;
s) 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 Legislation;
t) 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 retained in a secure manner;
u) all premises and buildings in which the Data is stored must be secure;
v) each party must be registered with the Regulatory Authority and the permission must cover all activities actually carried out; and
w) information must not be passed to third parties.

Please refer to the DriverCheck GDPR Framework for details on DriverCheck's internal data protection policies.

**STAFF VETTING**

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

a) the relevant party shall confirm the identity of all of its new Staff;
b) the relevant party shall confirm the references and qualifications of all of its Staff;
c) the relevant party shall require all persons who are to have access to DLVS complete and sign a written declaration of any unspent criminal convictions;
d) 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;
e) each party shall ensure that no person who discloses that he or she has 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;

f) 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;

g) each party shall ensure that each person 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;

i) 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;

j) 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 Legislation and this Contract;

l) 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;

n) system administrators must receive appropriate training;

o) the system administration role must be separated from any other role to ensure a separation of duties.

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

**DATA PROTECTION**

6. The parties acknowledge that Client is the Data Controller and that Company is a Data Processor. Company shall -

(a) process the Data only on the instruction of Client to perform its obligation for the DLVS, except to the extent that any processing is required by Applicable Laws;

(b) provide such appropriate technical and organisational measures to ensure the security of personal Data and protect against the unauthorised or unlawful processing, accidental loss or destruction of, or damage to the Data;

(c) take reasonable steps to ensure the reliability and integrity of any of its staff who have access to Data processed in connection with the DLVS;

(d) notify Company without undue delay (and within a maximum of 24 hours of becoming aware) of any losses, compromise or misuse of Data and keep Company informed of any communications about the incident with: (i) the Data Subject affected; (ii) the Regulatory Authority; or (iii) the media. Client acknowledges that as Data Controller it shall be responsible for taking any action necessary to resolve such incident;

(e) not process Data outside of the UK;

(f) at Client's option, return to Client or securely destroy any personal Data upon termination of the Contract;

(g) provide Client with such information as Client may reasonably require to satisfy itself that the Company is complying with its obligations under the Data Legislation;

(h) ensure it does not knowingly or negligently do or omit to do anything which places Client in breach of Client's obligations under the Data Legislation.

6.1. All Licence Holder information submitted to Company using the Fair Processing Declaration Form will only be used to verify Data Subject record as held by the DVLA during the lifecycle of the Fair Processing Declaration Form (being 36 months from date of production and signature) providing, subject to Company's knowledge, Data Subject remains in the employ or control of Client and permission has not been withdrawn by Data Subject. The provisions of this clause shall apply during the continuance of the Contract and indefinitely after its termination.

6.2. The Company and the Client shall each implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk of processing.

6.3. The Company and the Client shall each maintain a record of the processing activities under its responsibility in accordance with their respective obligations under the Data Legislation.

6.4. Where required under the Data Legislation, the Client shall be responsible for carrying out any privacy impact assessments in respect of envisaged processing. Where any privacy impact assessment concludes that the envisaged processing by the Company would result in a high risk to the rights and freedoms of the Data Subject, the Client shall be responsible for consulting with the Regulatory Authority and/or obtaining prior authorisation from the Regulatory Authority in respect of such processing in accordance with the Data Legislation.

Please refer to the DriverCheck GDPR Framework for details on DriverCheck's internal data protection policies.

**INSPECTION AND AUDIT**

7.1. 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.

7.2. 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.

7.3. 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.

7.4. If the inspection and audit process identifies abuse of the DLVS 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 DLVS or, if considered appropriate, terminate the Contract in accordance with Clause 2.

7.5. 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 Legislation.

7.6. 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; (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 the Data Legislation.

7.7. 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 relevant to the processing of the Data.

7.8. 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 the Data Legislation that are relevant to the processing of the Data.

**USE OF BRANDS, LOGOS AND TRADEMARKS**

8.1. By virtue of this Contract the Client is not granted any licence to use any of the trading names, brands, logos or trademarks of the Company or DVLA.

8.2. Any links titled 'DVLA' or 'Driver and Vehicle Licensing Agency' on Client's website must not connect to pages within Client's website but must link to DVLA website and, more particularly, to the relevant page for the subject matter being addressed.

8.3. Client may make reference to the fact that DVLA supplies Data to them via Company and the DLVS service but the nature of the relationship must not be embellished beyond the relationship of customer and supplier.
This Clause applies to all use of 'DVLA' or 'Driver and Vehicle Licensing Agency' in electronic or physical media, whether used in hidden or visible text as metadata, meta-tags or for the purposes of search engine ranking or optimisation.

**INTELLECTUAL PROPERTY RIGHTS**

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

9.2. The Contract shall not operate to transfer any copyright or other Intellectual Property Rights in DLVS from the Company to the Client.

**WARRANTY AND LIABILITY**

10.1. The Company shall use reasonable care and skill in the provision of DLVS to the Client.

10.2. The Company shall use reasonable efforts to ensure the availability of DLVS to the Client at all times, 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 give any warranty in respect of uninterrupted service or availability of DLVS or other third party services.

10.3. 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.

10.4. 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.

10.5. 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.

10.6. 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.

10.7. 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.

10.8. The aggregate liability of Company to Client under the Contract shall, save in respect of death or personal injury caused by its negligence, be limited to £1 million in respect of any single claim or series of claims arising out of a single incident.

**CONFIDENTIALITY**

11.1. Each party agrees that it shall keep secret and confidential at all times during the period of the Contract, and thereafter, any Confidential Information 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.

11.2. Each party may disclose the other's Confidential Information to its employees, officers, advisors and representatives who need to know such information for the purposes connected to the Contract. Each party shall ensure that where Confidential Information is disclosed to persons authorised under this Clause, the employee, officer, advisor or representative shall be advised that the information is considered to be confidential and that they must comply with this Clause.

11.3. Client acknowledges and agrees that Company is under certain obligations to provide information to DVLA in the event of breaches and defaults by Client in relation to Data and Client consents to Company's disclosure of such information to the extent the Company is obligated under the ADD Contract.

11.4. Information shall not be considered to be Confidential Information within the meaning of this Clause where:-

(a) the information was generally available to the public otherwise than through a breach of the Contract; or the information was lawfully in the possession of the other party before any disclosure under the Contract took place; or

(b) the information was obtained from another third party who was lawfully entitled to publish it; or the information is required to be disclosed by a court order or decision of a regulatory authority; and in such case,

(c) the disclosing party shall advise the other party as soon as reasonably practicable of the requirement to disclose the Confidential Information and shall use reasonable care to ensure that any disclosure of such Confidential Information is kept to the minimum required by the court or regulatory authority.

**FORCE MAJEURE**

12.1. For the purpose of the Contract "Force Majeure" means anything which prevents Client, Company (or its subcontractors) or DVLA from carrying out their obligations under the Contract. Without prejudice to the generality, this shall include acts, events, omissions or accidents beyond the reasonable control of the party so prevented including without limitation strikes, lock-outs or other industrial dispute, unavailability of third party services, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

12.2. If Client, Company (or its subcontractors) or DVLA are prevented or delayed in the delivery of any of their respective obligations under this agreement by reason of Force Majeure, that party shall forthwith serve notice in writing on the other party specifying the circumstances giving rise to Force Majeure and, subject to service of such notice, shall have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure events during the continuation of such events, and for such time after they cease as is necessary for that party, using reasonable endeavours, to recommence its affected operations in order for it to perform its obligations;

12.3. The party claiming to be prevented or delayed in the performance of any of its obligations under the Contract by reason of Force Majeure shall use reasonable endeavours, without thereby being obliged to incur any expenditure, to bring the Force Majeure event to a close or to find a solution by which the Contract may be performed despite the continuance of the Force Majeure event.

**DISPUTE RESOLUTION**

13.1. Nothing in this Clause shall relieve Company or Client from any obligation arising under or in connection with this Contract, or prevent the resolution of any dispute, difference or question between Company and Client arising out of or in connection with the Contract (in this Clause a 'Matter').

13.2. Where a Matter cannot be resolved between Company and Client, either of them shall be entitled, by written notice to the other, to refer the Matter to a Senior Representative of each party in accordance with the provisions of this Clause. Except as necessary to preserve the legal rights of Company or Client (as the case may be) or to obtain interim relief, neither party shall commence court proceedings until the Matter has been referred in accordance with this Clause.

13.3. Where a notice of referral has been given, a Senior Representative of each party shall meet within 15 working days from, but excluding, the date when the recipient receives the notice of referral, to endeavour to resolve the Matter. Each Senior Representative may be accompanied to such meeting by up to three persons as the Senior Representative considers appropriate. Unless otherwise agreed by each party, the Senior Representatives shall not have had direct operational involvement in the Matter or in private negotiations in relation to the Matter.

13.4. Where both parties agree a resolution to the Matter, the Senior Representatives shall arrange for that agreement to be recorded in writing and as such shall be binding upon both parties.

13.5. Where the parties are unable to agree a resolution to the Matter, either party may request (in this Clause the requesting party shall be the 'Requester') that the other (in this Clause the other shall be the 'Recipient") enters into a process of mediation in a further effort to resolve the Matter. Any Request shall be made in writing and shall propose in outline the process to be adopted (including provision for sharing of costs), volume of documentation and complexity of the Matter.

13.6. Recipient shall, within 15 working days from, but excluding the date it receives the Request determine whether it considers it appropriate to use the process proposed in an effort to resolve the Matter and send written notice of its determination to Requester. If Recipient does not consider it appropriate to use the proposed process.

13.7. Recipient shall give brief reasons for that determination. If Recipient's determination is that it is not appropriate to us the proposed process, the written notice shall state what is acceptable and what is not (if anything) and make proposals that Recipient considers should have been dealt with in the original Request, but were not dealt with.

13.8. Where Recipient determines that is appropriate to use the specified process, both parties shall use reasonable endeavours to conclude an agreement to operate the specified process.

13.9. Where the parties are unable to agree upon the specified process or are otherwise unable to agree a resolution of the Matter, they may jointly agree to refer the Matter to an independent expert whose decision for resolution of the Matter shall be final and binding on Company and Client.

**GENERAL**

14.1. Neither party shall issue a press release or public communication relating to the Contract or the fact that the parties have entered into the Contract without the prior consent of the other party.

14.2. A person who is not a party to the Contract shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

14.3. Company confirms that where Materials or information (verbal or written) are supplied by DVLA or another third party in connection with the provision of the DLVS, Company does not give any warranty, guarantee or other promise or term in relation to the accuracy of such Materials or information but shall, where possible, assign to Client the benefit of any warranty, guarantee or indemnity given by DVLA or other third party supplying same to Company.

14.4. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor authorise a party to make or enter into any commitments for or on behalf of the other party.

14.5. Client shall not, without the prior written consent of Company, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

14.6. The terms of any consent provided by Company in respect of clause 13.5 shall provide that the subcontracting of any part of the Contract by Client shall not relieve Client of any of its obligations or duties under the Contract. The Client shall be responsible for the act and omissions of its subcontractors as though they are its own. Where Company has consented to subcontracting, copies of each subcontract shall, at the request of Company, be sent by Client to Company as soon as reasonably practicable.

14.7. No delay or failure by Company or Client in exercising any of its rights under the Contract shall be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

14.8. If any provision of the Contract is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract, and the remainder of the provision in question, shall not be affected.

14.9. The Contract constitutes the entire agreement between Company and Client for the provision by Company of the DLVS and shall supersede any previous agreement or understanding. All other terms, expressed or implied by statute or otherwise, are excluded to the fullest extent permitted by law. Any variation of the Contract shall only be made by agreement in writing between the parties.

14.10. Client and Company shall observe and adhere to all Applicable Laws and in particular in relation to i) the prevention of corruption; ii) prevention of fraud; iii) discrimination; and iv) and health and safety.

14.11. Client shall notify Company immediately if any circumstances arise which could result in publicity or media attention to the Client which could adversely reflect on Company or the DLVS. Client shall not create or approve any publicity stating that DVLA has any connection with or endorses Client.

14.12. The DriverCheck GDPR Framework is provided for information purposes only.

**NOTICES**

15. Notice required or permitted to be given by either party under these terms shall be in writing to the other party at its registered office or principal contact address as notified to the other party. Notice shall be deemed effective where sent by first class post the day after the postal date. In the case of facsimile transmission, email, or other electronic communication, it shall be deemed effective from the date and time of receipt where this falls within normal office hours, or where delivered outside normal working hours, upon the commencement of the next working day. Where notice is sent by email a read receipt should be attached to the message which should be flagged as high priority.

**APPLICABLE LAW AND JURISDICTION**

16. The Contract shall be governed by and interpreted in accordance with English law and the parties agree to submit to the jurisdiction of the courts of England in relation to any claim or matter (whether contractual or non-contractual) arising under the Contract.

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

**…… (name), a duly authorised signatory –**

**……**

**Dated ……**

**Signed for and on behalf of Drivercheck Ltd by**

**……..(name), a duly authorised signatory –**

**……**

**Dated ……**