



KADOE Service Suspension Principles (Parking Companies)

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1. Purpose

- 1.1. The purpose of this document is to outline DVLA's principles on Suspension of the KADOE Service and terminating contracts to supply data using the KADOE Service, as referred to in Part J of the KADOE Contract.
- 1.2. These principles will support the KADOE Contract. Along with the findings of any investigations it will form the basis from which DVLA will consider action following any default or breach committed by a KADOE customer.

2. Suspension Principles

2.1. The following are examples of particular Defaults and the action that DVLA is likely to take if it discovers that a Customer has committed such a Default. However the DVLA's action in response to any particular Default will be dependent on its facts and all the circumstances of the case.

2.2. ("RED" Defaults) Irremediable Material Breaches of the contractual obligations.

Defaults including, but not limited to, those listed in the table below incur **immediate termination of access to the KADOE Service**. The Related Persons (including the Customer and its Directors and other key staff) will not be allowed access to any DVLA Data by any means for at least 26 weeks (6 months) following termination of access.

1	The Customer has intentionally and systematically used the KADOE service for reasons that are unauthorised and not specified in the KADOE Contract. This includes using the public authority data channel for commercial business enquiries.	<ul style="list-style-type: none"> • B2 • 1.1(l) of Schedule 2 Minimum Security Requirements
2	An unauthorised user had access to systems and the data; or a suitable identification and authentication system is missing; or no records exist to identify users.	<ul style="list-style-type: none"> • Schedule 2 Minimum Security Requirements
3	Serious failures of the Customer's data protection responsibilities, including where data has been transferred, sold or made available in any way to any third parties unconnected with the original purpose of the enquiry or otherwise contrary to the requirements of the Contract.	<ul style="list-style-type: none"> • Part D • Schedule 2 Minimum Security Requirements
4	There is evidence of a breach of statutory provisions, legislation or other legal requirement affecting the KADOE Service.	<ul style="list-style-type: none"> • A5 • B2 • Part D • Part F
5	The Customer's Accredited Trade Association (ATA) membership has been terminated.	<ul style="list-style-type: none"> • A6

2.3. ("AMBER" Defaults) Material Breaches of the contractual obligations that may be remediable.

2.3.1. Suspension for a Minimum Period of 13 Weeks (3 months) and until the Default is remedied, satisfactory assurances are provided and the outcome of any inspection is satisfactory.

Defaults including, but not limited to, those listed in the table below are likely to incur a suspension for a **minimum period of 13 weeks** (3 months).

1	<p>Non-systematic or occasional and mistaken submission of requests for reasons that are unauthorised and are not specified in the KADOE Contract. This includes using the public authority data channel for commercial business enquiries.</p>	<ul style="list-style-type: none"> • B2 • Schedule 2 Minimum Security Requirements
2	<p>Unauthorised user access or improper use or storage of data, which has not been identified or investigated, and/or DVLA has not been notified.</p>	<ul style="list-style-type: none"> • Schedule 2 Minimum Security Requirements
3	<p>The Customer has changed the nature of their business from original application so that it no longer has the same Reasonable Cause(s) to obtain the Data</p>	<ul style="list-style-type: none"> • B2 • 1.1(l) of Schedule 2 Minimum Security Requirements
4	<p>Signage, tickets or other correspondence do not comply with the Law, or the KADOE Contract, or the Accredited Trade Association's Code of Practice.</p> <p>This includes the use of substantive references in car parks in England & Wales to keeper liability or responsibilities outside the provisions of Schedule 4 of the Protection of Freedoms Act 2012.</p> <p>Where the references are minor DVLA may insist that all information is quickly changed or removed without suspending access or without requiring a minimum period of suspension. DVLA is likely to consider references to be 'minor' means where the company has endeavoured to explain the situation accurately in the main body of the communications but there has been some clumsy wording, or an oversight in the small print.</p>	<ul style="list-style-type: none"> • A5 • A6 • B2 • C1 or C2
5	<p>Refusal to provide any information about the use made of records reasonably requested by DVLA within reasonable deadlines.</p>	<ul style="list-style-type: none"> • C6.2 • D6.3 • D11
6	<p>Referral of a case to a debt collector at too early a stage, contrary to the Accredited Trade Association Code of Practice.</p>	<ul style="list-style-type: none"> • A6

2.3.2. Suspension until the Default is remedied, satisfactory assurances are provided and the outcome of any inspection is satisfactory.. Defaults including, but not limited to, those listed in the table below incur a suspension with **no minimum period**. That means that the suspension could be for as little or as long a time as the DVLA determines under the circumstances. Note that the DVLA may terminate the contract if any period of suspension lasts for 26 weeks.

1	Minor and remediable failures in Customer's data protection responsibilities, which have not caused any loss or damage to data subjects.	<ul style="list-style-type: none"> • Part D
2	It has been confirmed by the Information Commissioner's Office that Data Protection registration has not been renewed.	<ul style="list-style-type: none"> • D1 • 1.1(s) of Schedule 2 Minimum Security Requirements
3	Other failures in the Customer's data protection responsibilities, which are neither serious nor minor.	<ul style="list-style-type: none"> • D1
4	Failure to return a signed contract variation document or amended contract upon contract Variation..	<ul style="list-style-type: none"> • H5
5	The Customer's Accredited Trade Association (ATA) membership has expired (as opposed to terminated).	<ul style="list-style-type: none"> • A6
6	<p>Failure to comply with the security requirements of the KADOE Contract.</p> <p>This includes, but is not limited to:</p> <ul style="list-style-type: none"> • Poor physical security where Data is stored or accessed; • Shared user IDs or passwords; • Failure to close the system or to prevent screen access when not in use; • Failure to ensure staff are trained adequately, are aware of and adhere to security arrangements and rules for access and use of data. 	<ul style="list-style-type: none"> • Schedule 2 Minimum Security Requirements
7	The Customer has off-shored Data without the prior written permission of the DVLA but without any loss or damage to data subjects.	<ul style="list-style-type: none"> • D4
8	<p>Failure to inform DVLA of:</p> <ul style="list-style-type: none"> • Change in the Declaration of Good Standing or if any related person no longer meets the requirements in the Declaration • Change in Company Name • Change in Company registered address • Change in Company Registration Number • Conflict of Interest • Changes in Key Staff, particularly those who are responsible for management of the Contract and the Data Manager 	<ul style="list-style-type: none"> • A7 • A8 • A9 • C4 • D8 • D9 • D10 • H3

	<ul style="list-style-type: none"> Any checks, audits or reviews that may be carried out by the Information Commissioner's Office that are relevant to the processing of DVLA data. Any losses or misuse of the Data Change of Control 	
9	Failure to complete and return the Annual Data Governance and Contract Compliance Assessment.	<ul style="list-style-type: none"> D8.2 2.1 of Schedule 2 Minimum Security Requirements
10	Holding the data on more than one database or copying the Data or linking it to any other database without the written approval of the DVLA Representative.	<ul style="list-style-type: none"> B2.4
11	Failure to retain accurate and complete records of all KADOE enquiries made along with evidence for each enquiry to demonstrate its compliance with the requirements of the KADOE Contract and the relevant Accredited Trade Association's Code of Practice.	<ul style="list-style-type: none"> B2.3 D6
12	Failure to retain accurate and complete records of any mismatched or incorrect enquiries linked to the subsequent correct enquiry with a full audit trail cross-referencing the two enquiries.	<ul style="list-style-type: none"> D6
13	Submission of requests where the driver of the vehicle involved in the parking contravention has already made themselves known to the Parking Company.	<ul style="list-style-type: none"> B2.1(a)
14	Submission of requests where conditions surrounding legal entitlement to require payment of parking charges have not been met, contrary to ATA Code.	<ul style="list-style-type: none"> A6
15	Submitting an enquiry and obtaining vehicle keeper data too early in the investigation / process, contrary to ATA Code. For example, this could be requesting vehicle keeper data from KADOE prior to the 28 day payment period from the date of issue of the parking charge notice.	<ul style="list-style-type: none"> A6
16	Failure to retain or to securely destroy or delete records and data containing personal information obtained from the KADOE service in a secure manner. This includes, but may not be limited to: <ul style="list-style-type: none"> Electronic records Hard copy of the record (VQ7) Screen prints Microfilm copies Any other reports / data which have been supplied or derived from the KADOE service in any format. 	<ul style="list-style-type: none"> D6 Schedule 2 Minimum Security Requirements
17	Customer fails to demonstrate compliance with its ATA Code, including providing on request the list of customers/sites and confirmation of landowner agreements to ensure permission to run parking schemes and require payment of parking charges on these sites.	<ul style="list-style-type: none"> A6 C6.3

18	<p>Re-use of vehicle keeper data contrary to the purpose for which the data was provided, for additional purposes or events.</p> <p>This may include, but is not limited to, issuing two tickets (for different dates of event) but inputting only one enquiry.</p>	<ul style="list-style-type: none"> • B2.2
19	<p>Following up on a parking ticket when the vehicle details received from DVLA do not match the vehicle details taken at the time the ticket was issued.</p> <p>(For example, where a vehicle is recorded on the ticket as a red Ford Fiesta, but the details received from DVLA state the vehicle is a silver Volvo V70).</p> <p>This could have been caused by a mistake by the parking attendant when filling in the ticket, or an error by submitting the wrong VRM for enquiry.</p>	<ul style="list-style-type: none"> • B7.2
20	<p>A complaint or adverse report has been received by the DVLA about the behaviour of the Customer or any member of its Staff.</p>	<ul style="list-style-type: none"> • D12
21	<p>Failure to include details of or providing inaccurate advice regarding the appeals procedures in written correspondence with a registered keeper.</p>	<ul style="list-style-type: none"> • C2 • C3

3. Effect of Suspension by Customer Type

3.1. Customers should note the provisions in Part J of the contract concerning the effects of suspension and continuing obligations of the Customer during suspension and after termination. This section of the guidance gives further detail as to how suspension will operate in specific cases.

3.2. There are a range of different customer types of the KADOE Service. Many of these customers of the KADOE Service operate in various different capacities for different sets of customers. Suspensions will be carried out according to the customer type, in the following ways:

3.2.1. Link Providers

- Link providers facilitate the transmission of Data to their customers, but do not access, handle or process the data themselves, except in rare circumstances and under the instructions of their customers. Their customers handle and process the data in order to contact the registered keeper and driver. Link providers have a specific link provider contract with DVLA, and each of their customers has a direct contract with DVLA in relation to enquiries and handling of data.
- A Link Provider may need to be suspended if they breach the terms and conditions of the link provider contract. This will affect their customers

who will no longer be able to transmit request files through them during the suspension period.

- In these cases, the Link Provider's customers will need to be informed to conduct manual enquiries during the suspension period, or to make arrangements with a new Link Provider.

3.2.2. Data Intermediaries

- Data Intermediaries submit enquiries and handle and process the data on behalf of their customers. Data Intermediary customers have a specific contract with DVLA. DVLA does not have contracts with their customers. The Data Intermediaries are required to have contracts in place with their customers that reflect DVLA's terms and conditions.
- A Data Intermediary's access to the KADOE Service may be suspended if it appears that Data Intermediary may have defaulted in the obligations of their contract with DVLA. This may include where DVLA discovers that separate breaches have been committed by the customers of a Data Intermediary, and the DVLA considers that this may indicate a default by the Data Intermediary in its obligations under its contract with DVLA.
- Suspension of a Data Intermediary will affect all their customers as the Data Intermediary will not be able to submit requests on their behalf during the suspension period.
- It will be for the Data Intermediary to contact their customers to inform them of the situation accordingly. Their customers (apart from any customers that may have committed a breach) may choose to conduct manual enquiries during the suspension period, or to make arrangements with a different Data Intermediary.

3.2.3. Direct Customers

- Direct Customers submit enquiries, handle and process the data for their own purposes only. They do not act on behalf of any other company in any capacity. Each Direct Customer has a separate contract with DVLA.
- A Direct Customer's access to the KADOE Service may be suspended if that customer breaches the terms and conditions of its contract.

3.2.4. "Business" and "Public Authority" Data Channel Customers

Enquiries made by businesses for commercial purposes (e.g.: by parking companies for parking on private land) are governed by separate contracts and codes of practice from enquiries made by public authorities for statutory or other regulatory purposes (e.g.: Local Authority statutorily regulated parking, or railway station bye-law controlled parking).

3.2.5. Combined Customers

Where a KADOE customer operates in a combination of the capacities listed above, the suspension will only relate to the particular contract that

has been breached. For example, a KADOE customer who acts as Data Intermediary for some customers and as Link Provider for others, who breaches the terms of its Data Intermediary contract but not those of its Link Provider contract may have its access to the KADOE Service suspended as a Data Intermediary (so that its supply to customers as Data Intermediary will be suspended), but may continue to act as a Link Provider to its Link Provider customers.

4. Resumption of the KADOE Service after Suspension

4.1. "On-screen" Tickets.

From the date any period of suspension commences, parking companies will be unable to submit enquiries for any outstanding unpaid "on-screen" tickets on which the 28 day payment period had not expired. "On-screen" tickets are those left on a vehicle by a parking attendant or other person. In order to prevent this from adding 28 days on to the suspension period once the service is resumed, upon resumption of the KADOE service parking companies may submit enquiries for on-screen tickets that were issued up to 28 days before the date when their access to the KADOE service was resumed.

4.2. Tickets Issued from ANPR Cameras

Parking companies will not be allowed to submit enquiries for any tickets issued from ANPR cameras concerning events that occurred before or during the suspension period.