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Your Ref:
Our Ref:

Date: 30 January 2018

Dear [REDACTED]

Thank you for your emails of 8 January to Jesse Norman and 11 January to Oliver Morley, about the release of information from the DVLA vehicle records to private parking companies. I have been asked to respond to both emails.

I should clarify that DVLA's role in parking matters is merely to determine whether there is reasonable cause to disclose vehicle keeper data following alleged parking contraventions. The DVLA cannot determine the liability of any individual when dealing with requests for information. It discloses keeper information as a first point of contact to help investigate and establish where liability might lie.

The DVLA cannot regulate directly the manner in which a parking company is operated. The purpose of requiring companies to be a member of an Accredited Trade Association (ATA) helps to ensure parking companies operate within a code of practice. The ATA's code of practice covers many aspects of a car parking operators business, and while compliance with the code of practice is a key consideration for DVLA when releasing vehicle keeper data, not all requirements of the code affect reasonable cause. DVLA will not disclose data to parking companies who are not members of an ATA and looks primarily to the ATA's to monitor adherence to the code of practice and explore and address non-compliance when it arises.

ATA's have a system where companies are given sanction points for non-compliance of the code of practice. If a company reaches a certain level of sanction points it can be suspended or expelled from the ATA. Where this is the case the DVLA would stop providing vehicle keeper details to that company. The DVLA is satisfied that the BPA monitor their members' business practices closely to ensure that standards are maintained in the industry. Recipients of DVLA information are subject to audit by their relevant ATA, the DVLA and the Government Internal Audit Agency (GIAA).

You have suggested that absence of planning permission for the signs at some car parks means that no contract can come into existence. DVLA has looked into this

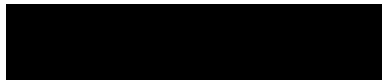
issue in some detail and concluded that the terms and conditions contained on a sign on private land would be considered valid for incorporation into a contract even if the sign itself had not been approved via local authority planning processes.

Whether or not a sign requires, or has the appropriate planning permission does not impact on whether there would be reasonable cause for DVLA to disclose data for the investigation of alleged transgressions in such circumstances. As you will appreciate, planning permission compliance falls outside of DVLA's remit and would be a matter for the Local Authority to consider.

The DVLA has considered this matter thoroughly and has concluded that there has been no breach of the KADOE contract. We are content that there is no need to amend the contract on this particular issue. It is not within the DVLA's remit to consider if compensation is appropriate.

I hope this now fully explains the DVLA position on this matter.

Yours sincerely



Data Protection Policy
Strategy, Policy and Communications Directorate