



Driver & Vehicle
Licensing
Agency

Contract

Between

**the Driver and Vehicle Licensing Agency, on behalf
of the Secretary of State for Transport (the “DVLA”)
and**

Marston (Holdings) Limited

**For The Provision of Vehicle Keeper Data using the
Keeper at Date of Event (KADOE) Service**

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**INVESTORS
IN PEOPLE**

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PART A

GENERAL PROVISIONS

A1. Parties to this Contract

A1.1. This Contract is made between the Parties:

(1) the **Secretary of State for Transport** acting through the **Driver and Vehicle Licensing Agency**, whose principal office is at Longview Road, Morriston, Swansea SA6 7JL (the “DVLA”); and

(2) **Marston (Holdings) Limited** a company registered under company number 04305487 whose registered office is at Rutland House, 8th Floor, 148 Edmund Street, Birmingham, B3 2JR (the “Customer”).

A2. Purpose of this Contract

A2.1. The purpose of this Contract is to set out the basis upon which the DVLA agrees to provide Data regarding the keeper of a vehicle at the date of an event to the Customer, on request, using the electronic service detailed in the KADOE External Interface Specification, and the Customer agrees to pay the DVLA for that service.

A3. Effective Date of the Contract

A3.1. This Contract shall commence upon dated signature by DVLA in **PART L (SIGNATURES)**, and will remain in force subject to termination or break in accordance with clauses J1 and J2. This will be known as the Effective Date of the Contract.

A4. The Customer's Status

A4.1. At all times during the term of this Contract the Customer shall be an independent customer and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be

authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

A5. The DVLA's Obligations

A5.1. Save as otherwise expressly provided, the obligations of the DVLA under the Contract are obligations of the DVLA in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the DVLA in any other capacity, nor shall the exercise by the DVLA of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the DVLA to the Customer.

A5.2. The DVLA is an executive agency of the Department for Transport and has no separate legal entity from that Department.

A6. Compliance with the Law and Industry Best Practice

A6.1. The Customer shall at all times comply with Law and Industry Best Practice in carrying out its obligations under the Contract.

A7. Notices

A7.1. Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party concerned.

A7.2. Any notice or other communication which is to be given by either Party to the other shall be given by letter, sent by hand, first class post, recorded delivery or special delivery or by electronic mail. Such letters to the DVLA shall be written on the Customer's headed paper and addressed to the DVLA Representative. Such letters to the Customer shall be addressed to the Commercial Manager listed in **ANNEX B** at the Customer's registered office. Provided the relevant communication is not returned as undelivered, the notice or communication is deemed to have been given 2 Working Days after the day on which the letter

was received, or 4 hours in the case of electronic mail, or at such earlier time as the other Party acknowledges receipt of such letters or items of electronic mail.

A7.3. If the Customer intends to change its company name or its registered office address as recorded at Companies House, or intends to use a different trading name, the Customer's Commercial Manager shall give the DVLA notice of the change in writing on the Customer's headed paper.

A8. Conflicts of Interest

A8.1. The Customer shall take appropriate steps to ensure that neither the Customer nor any Customer's Staff is placed in a position where, in the reasonable opinion of the DVLA, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Customer and the duties owed to the DVLA under the provisions of this Contract. The Customer shall disclose to the DVLA full particulars of any such conflict of interest which may arise.

A8.2. The DVLA reserve the right to terminate the Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the DVLA, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Customer and the duties owed to the DVLA under the provisions of the Contract. The actions of the DVLA pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the DVLA.

A9. Definitions and Interpretation

A9.1. In this Contract unless the context otherwise requires the following provisions have the meanings given to them below:

"Annex" means an annex attached to, and forming part of, the Contract.

“Business to Business Gateway” means the DVLA system that delivers a set of electronic message based services for all high volume business to business transactions and is housed in a secure environment that adheres to the e-Government Information Framework (“e-GIF”) standards.

“Commencement Date” means the commencement date of the KADOE Service notified to the Customer under clause B11 (**Commencement of the KADOE Service**).

“Commercial Manager” shall have the meaning given in clause C1.2a).

“Confidential Information” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all “Personal Data” within the meaning of Data Protection Legislation. Confidential Information shall not include information which:

- i) was public knowledge at the time of disclosure (otherwise than by breach of clause G1 (**Confidential Information**));
- ii) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- iii) is received from a third party (who lawfully acquired it) without restriction as to its disclosure;
- iv) is independently developed without access to the Confidential Information;
- v) is agreed by the Parties in writing not to be confidential.

“Contract” means this written agreement between the DVLA and the Customer consisting of these clauses and any attached Schedules and Annexes.

“Contracting Authority” means any contracting authority as defined in Regulation 2 of the Public Contracts Regulations 2015 (as amended).

“Conviction” means, 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).

“Crown” means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government and particular bodies and government agencies.

“Data” means data from the vehicles register described in the KADOE External Interface Specification, including in response to each request the name and address listed on the vehicles register as the name and address of the registered keeper of the vehicle on the relevant date. The Data includes Personal Data as defined by Data Protection Legislation.

“Data Controller” has the meaning given to that term (or the term ‘Controller’) in Data Protection Legislation, means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law.

“Data Manager” shall have the meaning given in clause C1.2.b)

“Data Processor” has the meaning given to that term (or the term ‘Processor’) in Data Protection Legislation means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

“Data Protection Legislation” means:

- (i) the General Data Protection Regulation (Regulation (EU) 2016/679), the Law Enforcement Directive (LED) and any applicable national implementing Laws as amended from time to time;
- (ii) the Data Protection Act 2018 (as amended) [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy;
- (iii) all applicable Law about the processing of personal data and privacy.

“Data Subject” has the meaning given to that term in Data Protection Legislation, means an identified or identifiable natural person directly or indirectly through Personal Data.

“Data Subject Access Request” means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

“Days” shall mean calendar days, save where the context otherwise requires.

“Debt Assignment” means when debt and Data related to a Permitted Purpose (listed in **ANNEX A**) is assigned or sold to a third party debt collector who becomes the legal owner of such debt. For the avoidance of doubt, the disclosure of Data to third parties as part of a debt assignment agreement is not permitted.

“Default” means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other.

“Dispute” means any dispute, difference or question of interpretation arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the KADOE Service or protection of the Data or any matter where this Contract directs the Parties to resolve any issue by reference to the Dispute Resolution Procedure.

“DVLA” means the Secretary of State for Transport, his Department, Executive Agencies of the Department and persons authorised to act on their behalf.

“DVLA Chosen Supplier” means the person that provides the line installation and configuration which enables connection to the DVLA’s Business to Business Gateway, through which the Data is requested from the DVLA and transmitted to the Link Provider.

“DVLA Representative” means a competent person appointed by the DVLA to be its representative in relation to the performance of the Contract.

“Effective Date” means the date this Contract becomes effective upon dated signature by DVLA in accordance with **PART L – (SIGNATURES)**.

“Equipment” means the Customer’s equipment, plant, materials and such other items used by the Customer in the performance of its obligations under the Contract, or otherwise used to access or store Data.

“FOIA” means the Freedom of Information Act 2000 (as amended) and any subordinate legislation made under this Act from time to time together with any guidance/and or codes of practice issued by the Information Commissioner or relevant government departments in relation to such regulations.

“Force Majeure” means any cause affecting the performance by a Party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party. Such causes include fire; flood; violent storm; earthquake; pestilence;

explosion; malicious damage; riots; war or armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made.

“Fraud” means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679).

“Industry Best Practice” means at any time the exercise of that degree of skill, care, diligence, prudence, efficiency, foresight, standards, practices, methods, procedures and timeliness which would be expected at such time from a leading and expert company within the industry, such company seeking to comply with its contractual obligations in full and complying with all applicable Laws.

“Intellectual Property Rights” means patents, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), know how, confidential information, trade marks discoveries, inventions, applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off. In each case it includes these rights and interests in every part of the world for their full terms, including any renewals and extensions, and the right to receive any income from them and any compensation in respect of their infringement.

“KADOE Customer Code” means the code allocated to the Customer by DVLA as part of the technical set up process for the KADOE Service. The KADOE Customer Code is specific to the Customer, and will identify the Customer on DVLA’s systems.

“KADOE External Interface Specification” means the specification provided by the DVLA to the Customer pursuant to clause B3.1.

“KADOE Link Code” means the code allocated by DVLA to the Customer as part of the technical set up process for the KADOE Service. This is allocated by DVLA when the Customer is a Link Provider, or if the Customer has its own direct link with the DVLA via the Business to Business Gateway. The KADOE Link Code will identify the Customer on DVLA’s systems.

“KADOE Service” means the provision of Data regarding the keeper of a vehicle at the date of an event using the electronic service detailed in the KADOE External Interface Specification electronic service.

“Key Staff” means those persons listed in the list completed by the Customer in accordance with clause C1.1

“Law” means any law, statute, subordinate legislation (as amended) within the meaning of Section 21(1) of the Interpretation Act 1978 (as amended), bye-law, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972 (as amended), regulatory policy, guidance or industry code, judgement of a relevant court of law, or directives or requirements or any Regulatory Body which the Customer is bound to comply.

“Link Provider” means the person that provides the secure technical link to the DVLA’s Business to Business Gateway for the Customer, through which the Data is requested from the DVLA and transmitted to the Customer. Where the Customer has its own direct link with the DVLA Business to Business Gateway, the Customer is acting as its own Link Provider.

“Loss” of any Data means any instance where the Data has been lost, compromised, misplaced or destroyed, where unauthorised persons have gained or been allowed access to the Data, or where, due to the breakdown of, or failure to comply with protective security policies or measures including technical and procedural measures, there is a potential that unintended or unauthorised access to the Data may be possible.

“Malicious Software” means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.

“Material Breach” means a breach (including an anticipatory breach) which is not minimal or trivial in its consequences to the other Party. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

“Month” means calendar month.

“Party” or “Parties” means a party to the Contract.

“Personal Data” means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Personal Data Breach” means any event that results, or may result in a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

“Permitted Purpose” means the purpose for which the Data is provided by the DVLA to the Customer via the KADOE service as stated in clause B2 and **ANNEX A** of this Contract.

“Premises” means the location where the Data is to be supplied to the Customer, or accessed, stored or destroyed by the Customer.

“Processing” has the meaning given to that term in Data Protection Legislation (and related terms such as ‘Process’ have corresponding meaning)

Processing means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Related Persons” means the Customer, its directors, the Commercial Manager, the Data Manager and the other Key Staff.

“Relevant Conviction” means a Conviction which the Customer, acting reasonably and in accordance with Industry Best Practice, deems to preclude a person from being involved in any way with use of the Data or lawful debt collection on behalf of the Customer;

“Removable Media” means all physical items and devices that can carry and transfer electronic information. Examples include but are not limited to DVDs, CDs, floppy disks, portable hard disk drives, USB memory sticks, flash drives, portable music and video players including mobile phones, hand held devices such as Smartphones and Personal Digital Assistants.

“Schedule” means a schedule attached to, and forming part of, the Contract.

“Staff” means all persons employed by the Customer to perform its obligations under the Contract together with the Customer’s servants, agents, suppliers and sub-contractors used in the performance of its obligations under the Contract.

“Sub-Contracting” means the Customer appointing a third party to provide services on behalf of the Customer providing an appropriate Sub-Contracting agreement is in place. The Customer will retain Data Controller responsibilities while the Sub-Contractor is a Data Processor. Debt Assignment to a third party company, which is not permitted under this agreement, does not constitute Sub-Contracting. The Customer shall be responsible for the acts and omissions of its Sub-Contractors as though they are its own.

“Sub-Contractor(s)” means a third party appointed by the Customer to provide services on behalf of the Customer. The Customer will retain Data Controller responsibilities while the Sub-Contractor is a Data Processor.

“Variation” has the meaning given to it in clause H5 (**Variation**).

“VAT” means value added tax in accordance with the provisions of the Value Added Tax Act 1994 (as amended).

“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

A9.2. The interpretation and construction of this Contract shall be subject to the following provisions:

- a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- b) words importing the masculine include the feminine and the neuter;
- c) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- d) reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- e) reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- f) the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”; and

- g) any obligation on a Party to do any act or thing includes an obligation to procure that it be done and any obligation on a Party not to do any act or thing includes an obligation not to allow that act or thing to be done and to use its best endeavours to prevent such act or thing being done by a third party; and
- h) headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract.

PART B

THE PROVISION OF DATA UNDER THE CONTRACT

B1. The DVLA's Legal Powers to Share the Data

B1.1. The DVLA has the legal power, under regulation 27 of the Road Vehicles (Registration and Licensing) Regulations 2002 (as amended), to: "make any particulars contained in the vehicle register available to authorised organisations for any purpose connected with the investigation of an offence, or of a decriminalised parking contravention."

B2. Purpose For Which Data Is Provided

B2.1. The DVLA shall provide each requested item of Data to the Customer via the KADOE Service solely for the Permitted Purpose(s) stated in **ANNEX A (PERMITTED PURPOSE(S))**. The Customer must adhere to Data Protection Legislation when such information is exchanged.

B2.2. The Customer shall use each item of the Data only:

- a) for the Permitted Purpose for which it was provided and in accordance with its obligations under Data Protection Legislation; and
- b) in relation to the particular date, event and purpose for which it was requested.

B2.3. Before making each request for Data, the Customer shall gather evidence to demonstrate and ensure that it has justification to request that Data. This evidence may include scans, images, photographs, correspondence and any other evidence that the Customer may rely on to show its compliance with the requirements of this Contract.

B2.4. The Customer shall hold the Data on only one database and shall not copy the Data nor link it to another database without the prior written permission of the DVLA. This requirement does not apply to the Data stored for backup or disaster recovery purposes.

B2.5. The requirements of clause D4 (**Transfer of the Data outside the UK**) apply to the Customer's backup or disaster recovery sites.

B2.6. The Customer shall use the Data only for its Permitted Purpose as stated in **ANNEX A**. No enquiries can be submitted for additional purposes without a contract variation in accordance with clause H5, and formal written approval from DVLA.

B3. **The KADOE Service**

B3.1. The DVLA shall provide to the Customer a copy of the KADOE External Interface Specification, which describes:

- a) the technical requirements for the secure link to the DVLA's Business to Business Gateway through which the Data is requested and received; and
- b) the nature and format of the Data that the DVLA will provide in response to each request. This is data from the vehicles register, and includes Personal Data as defined by Data Protection Legislation.

B3.2. The Data shall include the name and address listed on the vehicles register as the name and address of the registered keeper of the vehicle on the relevant date.

B4. **Link Providers**

B4.1. The Customer shall seek the DVLA's prior written agreement to the Customer sub-contracting with a Link Provider to provide the secure technical link to the DVLA's Business to Business Gateway through which the Data shall be requested and received by the Customer.

B4.2. If the DVLA terminates the supply to the Link Provider for any reason unconnected with the conduct of the Customer, the Customer may request and receive the Data using a paper service until the Customer can re-connect to the KADOE Service through a Link Provider.

B5. Time Limits for Data Requests

- B5.1. The Customer may request Data using the KADOE Service relating to events that occurred on or after the Commencement Date of the KADOE Service.
- B5.2. The Customer may request Data relating to events that occurred on the day that the request is made, or in the preceding 26 weeks.

B6. Requirements for Requests for Data

- B6.1. In making each request for Data, the Customer shall correctly identify the registration mark of the vehicle concerned and the date of the relevant event.
- B6.2. In making each request for Data, the Customer shall provide the correct “KADOE Customer Code” to enable DVLA to identify the Customer as the source of the request. If no “KADOE Customer Code” is given, the Data shall not be provided.
- B6.3. The DVLA shall endeavour to provide the KADOE Service 24 hours per day. However, request files must be submitted before 16.00 hours on Monday to Fridays, and must otherwise be in accordance with the KADOE External Interface Specification. Where possible, the DVLA will notify the Customer in advance when the KADOE Service will be unavailable during maintenance.

B7. Accuracy of the Data

- B7.1. The DVLA shall take all reasonable steps to ensure that the Data is accurate and up to date before it is transmitted to the Customer, but the DVLA cannot warrant the accuracy of the Data provided. The DVLA does not accept any liability for any inaccurate information supplied to it by the keeper of the vehicle or any other source beyond its control.
- B7.2. The Customer shall ensure before relying on any item of Data that the Data provided matches the information in the request (for example, so

that the model, type and colour of the vehicle match) and shall not seek to recover payment where the Data provided does not match the vehicle information in the request.

B8. Geographical Extent of the Data

B8.1. The KADOE Service provides access to Data relating to vehicles kept by registered keepers whose addresses are in the United Kingdom.

B9. Data That Is Not Available Via Any Electronic Service

B9.1. The KADOE Service does not provide access to Data from vehicle keeper records that are marked as unavailable for release through any electronic channel. DVLA cannot provide details of keeper records that are marked as unavailable, and are unable to provide the reasons why.

B9.2. In such cases as described in clause B9.1, DVLA may instead be able to release Data contained on the vehicle keeper record to the Customer in paper format via post. Where possible, DVLA will send hard copy (VQ7) prints to the mailing address entered by the Customer on the INS220 Vehicle Keeper at Date of Event (KADOE) registration form. The Customer must notify DVLA in advance of any changes to the address where the hard copy (VQ7) prints are to be sent by DVLA.

B10. Technical Requirements for Secure Transmission of the Data

B10.1. The Data shall be transmitted to the Customer by the DVLA through the Business to Business Gateway. The Customer warrants that it has ensured that the method of provision of the Data by the DVLA is suitable and satisfactory to meet the Customer's needs.

B10.2. The Customer shall ensure that it has (or that its Link Provider has), sufficient technical knowledge and expertise to understand, implement and support the KADOE Service. This shall include technical resource capable of setting up, managing and problem-solving issues involving key technologies of Secure File Transfer Protocol (SFTP) and

networking, particularly including firewall configuration and network address translation.

B11. Commencement of the KADOE Service

B11.1. The DVLA shall notify the Customer of the Commencement Date of the KADOE Service after:

a) the Customer has:

B11.1.a.1. signed and returned the Contract, including the List of Customer's Key Staff, and the Data Governance Assessment form; and

B11.1.a.2. been allocated a "KADOE Customer Code" which will be used to identify the Customer when making each request for Data; and

b) the Customer or its Link Provider has:

B11.1.b.1. completed a DVLA site survey questionnaire;

B11.1.b.2. completed, signed and returned the relevant DVLA Code of Connection;

B11.1.b.3. made payment of the line rental and connection fees;

B11.1.b.4. been allocated a "KADOE Link Code" which will be used to identify the Customer or Link Provider when making each request for Data;

B11.1.b.5. obtained connectivity to the relevant network supplied by DVLA's chosen supplier;

B11.1.b.6. deployed an SFTP server and client that utilises Open SSH;

B11.1.b.7. performed basic testing with the DVLA; and

B11.1.b.8. completed and satisfied the exit criteria for End to End Connected testing and User Acceptance testing.

B11.2. The DVLA shall monitor the quality of the KADOE Service and report to the Customer any issues discovered. The Customer or its Link Provider shall monitor the quality of the KADOE Service the Customer receives from the Business to Business Gateway, and the Customer shall report to the DVLA any issues discovered.

PART C

MANAGEMENT OF THE CONTRACT

C1. The Customer's Key Staff

C1.1. The Customer shall complete the list at **ANNEX B** ("Customer's Key Staff") of the individuals who have direct responsibilities for the use of the Data and for the Customer's other obligations under this Contract, giving their names and business addresses and other contact details and specifying the capacities in which they are concerned with the Data.

C1.2. As a minimum, the list shall include details of the Customer's registered office and:

- a) the manager who shall be responsible for the Customer's general contractual matters and shall receive Notices under clause A7.2 sent to the Customer's registered office, and who shall be referred to in this Contract as the Commercial Manager; and
- b) the manager who is responsible for the management of the Data once in the hands of the Customer, to be referred to in this Contract as the Data Manager.

C1.3. The Customer shall inform the DVLA immediately of any changes in personnel listed in **ANNEX B** or their business contact details.

C2. The DVLA Representative and Points of Contact

C2.1. The DVLA shall provide a list to the Customer of the DVLA Representative and other individuals whom the Customer may contact in relation to this Contract.

C3. Reviews and Meetings

- C3.1. The Customer shall upon receipt of reasonable notice and during normal office hours attend all meetings arranged by the DVLA for the discussion of matters connected with the performance of the Contract.
- C3.2. Without prejudice to any other requirement in this Contract, the Customer shall provide such reports on the performance of the Contract or any other information relating to the Customer's requests for and use of the Data as the DVLA may reasonably require.
- C3.3. The DVLA reserve the right to review the Contract at any time. Where required, the DVLA and the Customer shall meet in person or via video or telephone conference to review:
- a) the ongoing need for the KADOE Service as defined and any consequential variation to the terms of the Contract;
 - b) the Permitted Purpose(s) for which the Data is provided;
 - c) the performance of the KADOE Service;
 - d) the volume of Data which the DVLA is providing to the Customer;
 - e) the security arrangements governing the Customer's safe receipt of the Data and the Customer's further use of the Data;
 - f) the arrangements that the Customer has in place relating to the retention and secure destruction of the Data;
 - g) any audits that have been carried out that have relevance to the way that the Customer is Processing the Data;
 - h) any security incidents that have occurred with the Data;
 - i) the continued registration of the Customer's company under the same registered number;

- j) the training and experience of the Customer's Staff in their duties and responsibilities under Data Protection Legislation;
- k) other evidence that the Customer relies on to show its compliance with the requirements of this Contract to support requests for Data made by the Customer.

PART D

DATA PROTECTION

D1. Data Protection Legislation

- D1.1. The Parties shall comply with the requirements of Data Protection Legislation and subordinate legislation made under it, or any legislation which may supersede it, together with any relevant guidance and/or codes of practice issued by the Information Commissioner. All these requirements are referred to in this Contract as “Data Protection Legislation”.
- D1.2. For the purpose of **Part D**, the terms “Data”, “Data Controller”, “Data Processor”, “Data Subject”, “Information Commissioner”, “Information Commissioner’s Office”, “Personal Data”, and “Processing” shall have the meanings prescribed under Data Protection Legislation.
- D1.3. The Parties agree that the Data constitutes Personal Data as they relate to a living individual who can be identified from the Data.
- D1.4. It is the duty of the Data Controller to comply with Data Protection Legislation. The Customer, separately from the DVLA, shall be the Data Controller of each item of Data received from the DVLA from the point of receipt of that Data by the Customer, its Sub-Contractor or Link Provider and shall be responsible for complying with data protection principles in relation to its further Processing of that Data.
- D1.5. The Customer shall (and shall ensure that each member of the Customer’s Staff) comply with Data Protection Legislation and will duly observe all their obligations under Data Protection Legislation which arise in connection with the Contract.
- D1.6. The DVLA is satisfied that providing the Data to the Customer for the Permitted Purpose is compliant with Data Protection Legislation.

D1.7. The Customer shall ensure that the individual rights of the Data Subject are taken into account in responding to any Data Subject Access Request.

D1.8. The Customer shall notify DVLA immediately if it received a request from any third party for disclosure of the Data where compliance with such request is required or purported to be required by Law.

D1.9. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. DVLA may on not less than 30 working days' notice to the Customer amend this Contract to ensure that it complies with any guidance issued by the Information Commissioners Office.

D2. **Data Security**

D2.1. Both Parties shall ensure the safe transportation/transmission of the Data in accordance with the appropriate technical and organisational measures.

D2.2. The Customer shall ensure the Data is processed in accordance with Data Protection Legislation guidance and code of practice.

D2.3. The Customer shall comply with all the security requirements of the DVLA, including as a minimum those set out in **SCHEDULE 2 (MINIMUM DATA SECURITY REQUIREMENTS)** and any other requirements that the DVLA shall make from time to time.

D2.4. The Customer shall notify the DVLA immediately, within a maximum of 24 hours of becoming aware, of any failure to comply with the requirements set out in **SCHEDULE 2 (MINIMUM DATA SECURITY REQUIREMENTS)** of this Contract.

D2.5. The Customer shall not transfer or in any way make data available to third parties unconnected with the original purpose of the enquiry.

D2.6. The Customer will not sell the Data or permit it to be sold to any third party.

D3. Malicious Software

D3.1. The Customer shall, as an enduring obligation throughout the term of this Contract, use the latest versions of anti-virus software available from an industry accepted anti-virus software vendor to check for and remove Malicious Software from the ICT Environment.

D3.2. Notwithstanding clause D3.1, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Data, assist each other to mitigate any losses and to restore the KADOE Service to their desired operating efficiency.

D3.3. Cost arising out of the actions of the Parties taken in compliance with the provisions of clause D3.2 shall be borne by the Parties as follows:

- a) by the Customer, its Sub-Contractor or Link Provider where the Malicious Software originates from the Customer's or Link Provider's software, any third party software or the Customer's or Link Provider's data;
- b) by the DVLA if the Malicious Software originates from the DVLA's software or the Data.

D4. Transfer of the Data outside the UK

D4.1. The Customer shall not transfer Personal Data outside of the EU unless the prior written approval of the DVLA has been obtained and the following conditions are fulfilled:

- a) the DVLA or the Customer has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by DVLA;

- b) the Data Subject has enforceable rights and effective legal remedies.
- c) the Customer complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the DVLA in meeting its obligations); and
- d) the Customer complies with any reasonable instructions notified to it in advance by the DVLA with respect to the processing of Personal Data.

D4.2. Where the DVLA gives the prior and express written approval referred to in clause D4.1, the Customer shall disclose the Data only to the extent agreed and in accordance with any conditions attached to the giving of that approval.

D5. Restrictions on Disclosure of the Data

D5.1. The Customer shall respect the confidentiality of the Data and shall not disclose it to any person, except in the following circumstances:

- a) to a Sub-Contractor who acts as the Customer's Data Processor, with whom the Customer shall have entered into a written contract that requires the Data Processor to abide by requirements in **SCHEDULE 2** and the terms for sub-contractors set out in **SCHEDULE 3**;
- b) to a Sub-Contractor who engages in debt collection, with whom the Customer shall have entered into a written contract which requires the Sub-Contractor to abide by the requirements in **SCHEDULE 2**, and the terms for Sub-Contractors set out in **SCHEDULE 3**. For the avoidance of doubt, the disclosure of Data to third parties as part of Debt Assignment agreement is not permitted;
- c) with the prior written agreement of the DVLA (which may be given or refused at the absolute discretion of the DVLA):

- D5.1.c.1. provided that the Customer shall have entered into a written contract which requires the sub-contractor to abide by the requirements in **SCHEDULE 2**, and the terms for sub-contractors set out in **SCHEDULE 3**; and
- D5.1.c.2. in accordance with any other conditions attached to the giving of that approval; or
- d) if required to do so by Law.

D6. Retention of Data and Evidence

- D6.1. In accordance with Data Protection Legislation, the Customer shall retain each item of Data only for as long as is necessary with reference to the Permitted Purpose for which it was shared.
- D6.2. The Customer shall arrange for the secure destruction or deletion of each item of Data, in accordance with the requirements of Data Protection Legislation, as soon as it is no longer necessary to retain it.
- D6.3. The Customer shall retain for two years from the date of the request, to allow inspection by the DVLA, the evidence that the Customer relies on to show its compliance with the requirements of this Contract. Such evidence shall include evidence relating to any mismatched or incorrect enquiries, which the Customer shall ensure are cross-referenced to the correct enquiry with a full audit trail also retained. There is no need, for DVLA's inspection purposes, for the Data to be retained as part of this requirement. The Data must be disposed of in accordance with the provision of clause D6.2 above.

D7. The Customer's Vetting and Disciplinary Policies

- D7.1. The Customer shall maintain policies for vetting, hiring, training and disciplining the Customer's Staff and shall comply with these in respect of each person who has access to the KADOE Service. The minimum requirements for such vetting procedures are set out in **SCHEDULE 2 – MINIMUM DATA SECURITY REQUIREMENTS**.

D8. The Customer's Internal Compliance Checks

D8.1. The Customer shall ensure that its business processes, records of customer interactions and transactions, audit procedures on business activities and financial reporting are appropriate and effective to ensure proper use of the Data in compliance with this Contract and the requirements of Data Protection Legislation. The minimum requirements for such internal compliance are set out in **SCHEDULE 2– MINIMUM DATA SECURITY REQUIREMENTS**.

D8.2. The Customer shall carry out its own internal compliance checks at least annually and shall, upon the request of DVLA, provide details of the outcome of such checks using the Data Governance Assessment Form provided by DVLA.

D9. Audits and Reviews

D9.1. The Customer shall share with the DVLA 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.

D9.2. The Customer shall notify the DVLA immediately, and 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 Processing of the Data.

D10. Incidents

D10.1. The Customer shall notify the DVLA immediately, within a maximum of 24 hours of becoming aware, of any loss, misuse or compromise of the Data and keep the DVLA informed of any communications about that breach with: the individuals whose Personal Data is affected; the Information Commissioner's Office; or the media.

D10.2. The Customer understands that as the Data Controller it shall be responsible for taking any action necessary to resolve any such incident.

D11. Inspection by the DVLA

D11.1. The DVLA reserves the right to carry out an inspection at any time of the Customer's compliance with the terms of this Contract. Where possible, the DVLA or an agent acting on its behalf shall give the Customer 7 Days' written notice of any such inspection.

D11.2. The Customer agrees to co-operate fully with any such inspection and to allow the DVLA or an agent acting on its behalf access to its Premises, Equipment, evidence and the Customer's Staff for the purposes of the inspection.

D11.3. The DVLA may at any time check the electronic trail relating to any activity made by the Customer and contact the person responsible for such activity.

D11.4. The DVLA may, by written notice to the Customer, forbid access to the Data, or withdraw permission for continued access to the Data, to:

- a) any member of the Customer's Staff; or
- b) any person employed or engaged by any member of the Customer's Staff;

whose access to or use of the Data would, in the reasonable opinion of the DVLA, be undesirable.

D11.5. The decision of the DVLA as to whether any person is to be forbidden from accessing the Data and as to whether the Customer has failed to comply with this clause shall be final and conclusive.

D11.6. The DVLA will be entitled to be reimbursed by the Customer for all DVLA's reasonable costs incurred in the course of the inspection.

D12. Action on Complaint

D12.1. Where a complaint is received about the Customer or the manner in which its services have been supplied or work has been performed or

procedures used or about any other matter connected with the performance of the Customer's obligations under the Contract or the use of Data, the DVLA may notify the Customer, and where considered appropriate by the DVLA, investigate the complaint. The DVLA may, in its sole discretion, acting reasonably, uphold the complaint and take further action in accordance with **PART J** of the contract.

PART E

PAYMENT

E1. Payment

E1.1. In consideration of the DVLA's provision of the KADOE Service under the Contract, if the Customer receives the DVLA Data via a Link Provider, the Link Provider shall pay to the DVLA the fees listed in **SCHEDULE 1**, and any VAT chargeable in respect of the fees. Alternatively, where the Customer has its own direct link with the DVLA Business to Business Gateway and so is acting as its own Link Provider, the Customer shall pay the fees in **SCHEDULE 1**, and any VAT chargeable in respect of the fees.

E1.2. The Link Provider shall pay the fees listed for:

- a) the ongoing availability of the Business to Business Gateway and the KADOE Service;
- b) any technical work by the DVLA that is required to support and maintain the KADOE Service; and
- c) the service enquiry charges listed in **SCHEDULE 1**.

E1.3. Where the Link Provider is installing its first DVLA Business to Business Gateway link, the Link Provider shall also pay in advance to the DVLA the fees listed for the installation and set-up of a direct link to the DVLA Business to Business Gateway system in accordance with the KADOE External Interface Specification.

E1.4. Where the Link Provider already has a DVLA Business to Business Gateway link for another DVLA service, the Link Provider shall also pay in advance to the DVLA the fees listed for the KADOE Service to be added to the existing DVLA Business to Business Gateway link, in accordance with the KADOE External Interface Specification.

E2. The Customer or its Link Provider's Failure to Pay

- E2.1. In accordance with **SCHEDULE 1**, the DVLA may suspend access to the KADOE Service to the Link Provider (and therefore to the Customer) until all amounts due are paid in full.

E3. Fee Review by the DVLA

- E3.1. The DVLA may review the fees listed in **SCHEDULE 1** at any time and the DVLA reserve the right to increase these fees. No price variation shall be retrospective.
- E3.2. The fees described in A2 of **SCHEDULE 1** related to link installation and connectivity may also be subject to change in line with any reviews carried out by the DVLA.
- E3.3. Where possible, the DVLA shall give reasonable prior written notice of any reviews that may affect the amounts charged under this Contract.
- E3.4. The DVLA shall give the Customer and any Link Provider at least 28 Days' notice of any increase in the fees listed in **SCHEDULE 1**

E4. Deductions

- E4.1. The Customer shall make all payments due to the DVLA without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the DVLA to the Customer.

PART F

STATUTORY OBLIGATIONS

F1. Prevention of Corruption

F1.1. The Customer shall not offer or give, or agree to give, to the DVLA or any other public body or person employed by or on behalf of the DVLA or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other contract with the DVLA or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such contract.

F1.2. If the Customer, its Staff or anyone acting on the Customer's behalf, engages in conduct prohibited by clause F1.1 or the Bribery Act 2010 (as amended), the DVLA may:

- a) terminate and recover from the Customer the amount of any loss suffered by the DVLA resulting from the termination; or
- b) recover in full from the Customer any other loss sustained by the DVLA in consequence of any breach of that clause.

F2. Prevention of Fraud

F2.1. The Customer shall take all reasonable steps, in accordance with Industry Best Practice, to prevent Fraud by the Customer's Staff and the Customer (including its shareholder, members, and directors) in connection with the receipt of the KADOE Service.

F2.2. The Customer shall notify the DVLA immediately, within a maximum of 24 hours of becoming aware, if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

F2.3. If the Customer or its Staff commits Fraud in relation to this or any other contract with the Crown (including the DVLA) the DVLA may:

- a) terminate the Contract and recover from the Customer the amount of any loss suffered by the DVLA resulting from the termination; or
- b) recover in full from the Customer any other loss sustained by the DVLA in consequence of any breach of this clause.

F3. Discrimination

F3.1. The Customer must not unlawfully discriminate either directly or indirectly or by way of victimisation or harassment against a person on such grounds as age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, colour, ethnic or national origin, sex or sexual orientation, and without prejudice to the generality of the foregoing the Customer must not unlawfully discriminate within the meaning and scope of the Equality Acts 2006 and 2010 (as amended), the Human Rights Act 1998 (as amended) or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.

F3.2. The Customer shall take all reasonable steps to secure the observance of clause F3.1 by all of its Staff.

F4. The Contracts (Rights of Third Parties) Act 1999

F4.1. A person who is not a party to the Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of both Parties. This clause does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999 (as amended) and does not apply to the Crown.

F5. Health & Safety

F5.1. The Customer shall promptly notify the DVLA of any health & safety hazards which may arise in connection with the performance of its obligations under the Contract, including but not limited to, on inspection by the DVLA.

- F5.2. While on the Customer's Premises, the DVLA shall comply with any health and safety measures implemented by the Customer in respect of its Staff and other persons working there.
- F5.3. The DVLA shall notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- F5.4. The Customer must comply with the requirements of the Health & Safety at Work Act 1974 (as amended) and any other acts, orders, regulations and codes of practice relating to health & safety, which may apply to the Customer's Staff and other persons working on the Premises in the performance of its obligations under the Contract.

PART G
PROTECTION OF INFORMATION

G1. Confidential Information

G1.1. Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:

- a) treat the other Party's Confidential Information as confidential and safeguard it accordingly; and
- b) not disclose the other Party's Confidential Information to any other person without the owner's prior written approval.

G1.2. Clause G1.1 shall not apply to the extent that:

- a) such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations;
- b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- c) such information was obtained from a third party without obligation of confidentiality;
- d) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract;
- e) it is independently developed without access to the other Party's Confidential Information;
- f) such disclosure is necessary for the performance of this Contract; or
- g) disclosure is required to comply with inspection or audit requirements of this Contract.

- G1.3. The Customer may only disclose the DVLA's Confidential Information to the Customer's Staff who are directly involved in the supply of the Data through the KADOE Service and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.
- G1.4. The Customer shall not, and shall ensure that the Customer's Staff do not, use any of the DVLA's Confidential Information received otherwise than for the purposes of this Contract.
- G1.5. At the written request of the DVLA, the Customer shall procure that those members of its Staff identified in the DVLA's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- G1.6. Nothing in this Contract shall prevent the DVLA from disclosing the Customer's Confidential Information (including audit and inspection reports):
- a) to any Crown Body or any other Contracting Authority. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Authority;
 - b) to any consultant, contractor or other person engaged by the DVLA or any person conducting an Office of Government Commerce gateway review;
 - c) for the purpose of the examination and certification of the DVLA's accounts;
 - d) for any examination pursuant to section 6 (1) of the National Audit Act 1983 (as amended) of the economy, efficiency and effectiveness with which the DVLA has used its resources.

G1.7. The DVLA shall ensure that any government department, Contracting Authority, employee, third party or Sub-Contractor to whom the Customer's Confidential Information is disclosed pursuant to clause G1.6 is made aware of the DVLA's obligations of confidentiality.

G1.8. Nothing in this clause shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of Intellectual Property Rights.

G2. Publicity and Media

G2.1. The Customer shall notify the DVLA immediately if any circumstances arise which could result in publicity or media attention to the Customer which could adversely reflect on the DVLA or the KADOE Service.

G2.2. The Customer shall not create or approve any publicity implying or stating that the DVLA has a connection with any service provided by the Customer without the prior written approval of the DVLA.

G3. Intellectual Property Rights

G3.1. All Intellectual Property Rights in the Contract and any publications or data relating to the Contract, in any guidance, specifications, instructions, toolkits, plans, drawings, databases, software, patents, patterns, models, designs or other material furnished or made available to the Customer by or on behalf of the DVLA shall remain the property of the DVLA.

G3.2. The Customer shall not, and shall ensure that its Staff shall not, (except when necessary for the performance of the Contract) without the prior written approval of the DVLA, use or disclose any Intellectual Property Rights in any of the material listed in clause G3.1.

G4. Crown Copyright and Publication

- G4.1. All copyright and rights in the nature of copyright, unregistered design rights, registered design rights, patent rights and all other rights of a like nature arising in relation to the Contract, shall vest in and be the absolute property of the DVLA. Nothing in the Contract shall in any way derogate from the rights of DVLA under any legislation relating to patents, copyrights, registered design rights or design rights.
- G4.2. Under delegated powers of Crown Copyright, the DVLA shall be the proprietor of the copyright in respect of the Contract and any data or publications relating to this copyright.

PART H
CONTROL OF THE CONTRACT

H1. Transfer and Sub-Contracting

H1.1. The Customer may sub-contract its Processing of the Data to a Data Processor and may sub-contract to a debt collector in accordance with clause D5.1. The Customer shall not assign, sub-contract or in any other way dispose of the Contract or any part of it without the prior written permission of the DVLA.

H1.2. Sub-Contracting any part of the Contract shall not relieve the Customer of any of its obligations or duties under the Contract. The Customer shall be responsible for the acts and omissions of its Sub-Contractors as though they are its own. Where the DVLA has approved to the placing of sub-contracts, copies of each sub-contract shall, at the request of the DVLA, be sent by the Customer to the DVLA as soon as reasonably practicable.

H1.3. Subject to clause H1.5, the DVLA may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

- a) any Contracting Authority (as defined in clause A9);
- b) any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
- c) any private sector body which substantially performs the functions of the DVLA under this Contract;

provided that any such assignment, novation or other disposal shall not increase the burden of the Customer's obligations under the Contract.

H1.4. Any change in the legal status of the DVLA such that it ceases to be a Contracting Authority shall not, subject to clause H1.3, affect the validity

of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the DVLA.

H1.5. If there is a change in the legal status of the DVLA such that it ceases to be a Contracting Authority (in the remainder of this clause such body being referred to as the “Transferee”):

- a) the rights of termination of the DVLA in this Contract shall be available to the Customer in the event of respectively, the bankruptcy or insolvency, or Default of the Transferee; and
- b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior approval in writing of the Customer.

H1.6. The DVLA may disclose to any Transferee any Confidential Information of the Customer which relates to the performance of the Customer’s obligations under the Contract. In such circumstances the DVLA shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Customer’s obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

H1.7. Each Party shall at its own cost and expense carry out whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the provisions of the Contract.

H2. Insolvency

H2.1. The Customer shall notify the DVLA immediately in writing where the Customer is a company and in respect of the Customer:

- 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.

H2.2. The Customer shall notify the DVLA immediately, within a maximum of 24 hours of becoming aware, in writing where the Customer is an individual and:

- a) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 (as amended) or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Customer's creditors; or

- b) a petition is presented and not dismissed within 14 Days or order made for the Customer's bankruptcy; or
- c) a receiver, or similar officer is appointed over the whole or any part of the Customer's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or
- d) the Customer is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986 (as amended); or
- e) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 Days; or
- f) the Customer suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.

H3. Change of Control

H3.1. The Customer shall seek the prior written agreement of the DVLA to any change of control within the meaning of section 450 of the Corporation Taxes Act 2010 ("Control") (as amended). Where the DVLA has not given its written agreement before the Change of Control, the DVLA 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 DVLA becomes aware of that change of control.

H4. Waiver

H4.1. The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any

delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.

H4.2. No waiver shall be effective unless it is expressly stated to be a waiver and it is communicated to the other Party in writing in accordance with clause A7 (**Notices**).

H4.3. A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

H5. **Variation**

H5.1. No Variation of this Contract shall be effective unless it is in writing and signed by the Parties.

H5.2. If the Customer requests a Variation, it must give the DVLA sufficient information to assess the extent of the Variation and to consider whether any change to the fees is required in order to implement the Variation.

H5.3. If the DVLA accepts any Variation requested by the Customer, the DVLA shall notify the Customer of the date when the Variation shall take effect.

H5.4. If the DVLA requests a Variation, it may specify a period within which the Customer shall respond to the request for the Variation. Such period shall be reasonable having regard to the nature of the Variation. If the DVLA considers it appropriate to require the Customer to confirm its agreement to the Variation by signing any document detailing that Variation (including a version of the Contract amended to include the Variation), the Customer shall return a signed copy of that document to the DVLA within the reasonable period specified by the DVLA pursuant to this clause.

H6. Severability

H6.1. If any court or competent authority finds that any provision of this Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted with the minimum modification necessary to make it legal, valid and enforceable and the validity and enforceability of the other provisions of this Contract shall not be affected.

H7. Remedies Cumulative

H7.1. Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

H8. Entire Agreement

H8.1. This Contract constitutes the entire agreement between the Parties in respect of the KADOE Service between the DVLA and the Customer. This Contract supersedes all prior negotiations and contracts between the parties and all representations and undertakings made by one part to another, whether written or oral, except that this clause shall not exclude liability in respect of any Fraud or fraudulent misrepresentation.

H8.2. In the event of, and only to the extent of, any conflict between the clauses of the Contract, any document referred to in those clauses and the Schedules, the conflict shall be resolved in accordance with the following order of precedence:

- a) the clauses of the Contract;
- b) the Schedules; and
- c) any other document referred to in the clauses of the Contract.

PART I

LIABILITY, INDEMNITY, MITIGATION AND INSURANCE

I1. Liability

- I1.1. Neither Party excludes or limits liability to the other Party for:
- a) death or personal injury caused by its negligence; or
 - b) Fraud; or
 - c) fraudulent misrepresentation.
- I1.2. Subject always to clause I1.1 and separately from the indemnity in clause I2, the liability of each Party to the other arising in connection with this Contract (whether in respect of breach of contract, tort, negligence or any other Default) shall be limited in respect of all defaults arising in any one year to one million pounds (£1,000,000).
- I1.3. The Customer's liability for direct loss or damage to the DVLA caused by the Customer's Default shall include liability for additional operational and administrative costs and wasted expenditure that arises as a direct consequence of the Default.
- I1.4. The DVLA's liability for direct loss or damage to the Customer caused by the DVLA's Default shall include loss of profits, business revenue, and goodwill that arise as a direct consequence of the Default.
- I1.5. All Equipment used by the Customer or its Link Provider to access the KADOE Service shall be used at the Customer's own risk and the DVLA shall have no liability for any loss of or damage to any Equipment unless the Customer or its Link Provider is able to demonstrate that such loss or damage was directly caused or contributed to by the DVLA's Default.
- I1.6. Subject to clauses I1.1 and I2, in no event shall either Party be liable to the other for any loss of savings (whether anticipated or otherwise).

- I1.7. Subject to clauses I1.1 and I2, in no event shall either Party be liable to the other for any indirect or consequential or special loss or damages.

I2. Indemnity

- I2.1. Subject to clause I2.2, the Customer shall indemnify the DVLA to a minimum level of one million pounds (£1,000,000) for each and every event, and keep the DVLA indemnified fully for six years after the termination of the Contract against all claims, proceedings, actions, and any damages, costs, expenses and any other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by the DVLA that arise out of a claim relating to the performance or non-performance by the Customer of its obligations under the Contract. Such indemnity shall include losses in respect of any death or personal injury, loss of or damage to property, a Personal Data Breach or any other loss which is caused directly or indirectly by any act or omission of the Customer.
- I2.2. The Customer shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the DVLA or by breach by the DVLA of its obligations under the Contract.
- I2.3. The DVLA shall notify the Customer in writing of any such claim and will not, without first consulting with the Customer, make an admission relating to the claim.

I3. Mitigation

- I3.1. Each Party shall at all times take all reasonable steps to minimise and mitigate any loss for which that Party is entitled to bring a claim against the other Party under clause I1 or I2.

I4. Insurance

- I4.1. The Customer shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all insurable risks which may be incurred by the

Customer, arising out of the Customer's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss.

- I4.2. The Customer shall ensure that the amount of such insurance cover will be adequate to enable the Customer to satisfy both the indemnities referred to in clause I2 and the liability referred to in clause I1.
- I4.3. Such insurance shall be maintained for the duration of supply of the KADOE Service and for a minimum of 6 (six) years following the termination of the Contract.
- I4.4. The Customer shall give the DVLA, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- I4.5. If, for whatever reason, the Customer fails to give effect to and maintain the insurances required by the provisions of the Contract the DVLA may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Customer.
- I4.6. The provisions of any insurance or the amount of cover shall not relieve the Customer of any liabilities under the Contract.

I5. Warranties and Representations

- I5.1. The Customer warrants and represents that:
 - a) it has full capacity and authority and all necessary approvals (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorised representative of the Customer;
 - b) in entering the Contract it has not committed any Fraud;

- c) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
- d) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- e) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Customer or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Customer's assets or revenue;
- f) it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- g) in the three (3) years prior to the date of the Contract:
 - I5.1.g.1. it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - I5.1.g.2. it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
 - I5.1.g.3. it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract.

PART J

DEFAULTS, DISRUPTION, SUSPENSION & TERMINATION

J1. Break

- J1.1. Without prejudice to any other rights or remedies that the Parties may have, either Party may terminate the Contract by giving the other Party at least 28 Days' notice in writing.

J2. Termination for Material Breach

- J2.1. A Party may terminate the Contract with immediate effect by written notice to the other Party on or at any time after the occurrence of an event specified in clause J2.1.

The events are that:

- a) The Customer fails to pay any amount due under this Contract on the due date for payment and remains in default not less than 60 days after being notified in writing to make such payment;
 - b) The Customer commits three or more Defaults, whether simultaneously or singly at any time during the operation of the Contract, irrespective of whether any or all of such breaches is minimal or trivial in nature;
 - c) The Customer commits a Material Breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 26 weeks after being notified in writing to do so.
- J2.2. For the purposes of clause J2.1, a Material Breach is remediable if time is not of the essence in performance of the obligation and if in the reasonable opinion of the DVLA the Material Breach is capable of remedy within the 26 week period.

J3. Suspension of the KADOE Service

J3.1. If it comes to the attention of the DVLA that the Customer has committed any Default (including Material Breaches and all other Defaults), the DVLA may suspend the KADOE Service without further notice and with immediate effect and investigate the nature and effect of the breach.

J3.2. The DVLA may from time to time issue guidance on its principles on suspending the KADOE Service and terminating contracts to supply data using the KADOE Service. The guidance may include guidance concerning: types of Defaults which the DVLA may consider to be Material Breaches; guidance as to specific types of breach that the DVLA will consider to be remediable; how such breaches may be remedied; how long suspension may last; when following any period of suspension the Customer may resume making requests and in relation to which dates of events such requests may be made; and guidance as to which types of breach the DVLA may consider to be irremediable.

J4. Effect of Suspension

J4.1. If the DVLA suspends the KADOE Service at any time, the Customer shall co-operate with any further investigation, audit or review that the DVLA requires to be carried out in relation to the Data provided to the Customer.

J4.2. The DVLA may refuse to resume the KADOE Service until the Customer provides assurances that the matter resulting in the suspension has been resolved to the satisfaction of the DVLA, and takes specified actions within a reasonable period set by the DVLA.

J4.3. The DVLA may require that an inspection is carried out after the KADOE Service is resumed, to check the Customer's compliance with the Contract and Data Protection Legislation.

J4.4. The DVLA reserves the right to recover costs from the Customer for any inspection and shall require the Customer to pay the reconnection fee, as set out in **SCHEDULE 1 (FEES)**, before it will resume the KADOE Service.

J4.5. During any suspension period, the DVLA shall not provide Data to the Customer either through the Business to Business KADOE system or through any paper service.

J4.6. The Customer shall reimburse the DVLA for all DVLA's costs and expenses incurred in relation to the DVLA's right under clause J4 to carry out an inspection, investigation, audit or review of the Customer.

J5. Insolvency

J5.1. Where the DVLA is notified in writing of any of the circumstances listed in clause H2 (**Insolvency**), the DVLA may suspend the KADOE Service without further notice and with immediate effect and investigate further whether any of the Customer's directors or any liquidator, receiver, administrative receiver, administrator, or other officer is capable of ensuring that the provisions of this Contract and Data Protection Legislation are complied with. If the DVLA is not satisfied that any such person shall ensure such compliance, the DVLA may terminate the Contract by written notice with immediate effect.

J6. Other Termination Rights

J6.1. The DVLA may terminate the Contract by written notice with immediate effect if in the reasonable view of the DVLA, during any period of suspension of the KADOE Service the Customer:

- a) fails to co-operate with any investigation, audit or review:
- b) fails to provide any assurances or take any actions within the reasonable period set by the DVLA under clause J4.2; or

- c) fails to provide assurances that satisfy the DVLA (acting reasonably) that the Customer has complied and shall continue to comply with the requirements of this Contract and Data Protection Legislation.
- d) Causes reputational damage to DVLA through any act or Default committed by the Customer or its Staff.

J6.2. The DVLA may terminate the Contract by written notice with immediate effect if the Customer fails to pay the DVLA undisputed sums of money when due in accordance with **SCHEDULE 1**.

J6.3. The DVLA may terminate the Contract by written notice with immediate effect if the Customer is found to be in breach of any aspect of the Law that could, in the reasonable opinion of the DVLA, bring the DVLA into disrepute.

J6.4. The DVLA may terminate the Contract by written notice with immediate effect if the Customer is an individual and he has died or is adjudged incapable of managing his affairs within the meaning of the Mental Capacity Act 2005 (as amended).

J7. Consequences of Suspension and Termination

J7.1. After the KADOE Service has been suspended or the Contract has been terminated or both, the Customer shall 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.

J7.2. Save as otherwise expressly provided in the Contract:

- a) termination of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and

- b) termination of the Contract shall not affect the continuing rights, remedies or obligations of the DVLA or the Customer under any provision of this Contract which expressly or by implication is intended to come into or to continue in force on or after termination of this Contract.

J8. Supply of Data to Related Persons After Termination

- J8.1. If it comes to the attention of the DVLA that the Customer committed any Default in its obligations in relation to the Data prior to termination of the Contract, or if the DVLA has reason to believe that the Customer did not comply with its duties in relation to the Data under Data Protection Legislation, the DVLA shall reserve the right to refuse to provide any further Data by any means to the Customer, its directors or to any other Company with which those directors are associated, for up to 12 months, starting on the date of Termination of the Contract.
- J8.2. Where DVLA has terminated this Contract, the Customer will no longer be permitted to process or transfer the Data received, prior to termination.

J9. Disruption

- J9.1. The DVLA shall immediately inform the Customer of any actual or potential industrial action, whether such action is taken by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.
- J9.2. The DVLA shall not be liable to the Customer for any additional expense or loss incurred by the Customer as a result of such disruption.
- J9.3. The Customer shall immediately inform the DVLA of any actual or potential industrial action, whether such action is taken by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.

J9.4. In the event of industrial action by the Customer's Staff, the Customer shall seek the prior written permission of the DVLA to its proposals to continue to perform its obligations under the Contract.

J9.5. If the Customer's proposals referred to in clause J9.4 are considered insufficient or unacceptable by the DVLA acting reasonably, then the Contract may be terminated with immediate effect by the DVLA by notice in writing.

J10. Force Majeure

J10.1. Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of 26 weeks, either Party may terminate the Contract with immediate effect by notice in writing.

J10.2. Any failure or delay by either Party in performing its obligations under the Contract which results from any failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to Force Majeure only if that agent, Sub-Contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Party.

J10.3. If either Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any failure or delay on its part as described in this clause it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period for which it is estimated that such failure or delay shall continue.

J10.4. If the Customer is unable to perform any of its data protection obligations under the Contract as a result of Force Majeure, it shall

ensure its data protection obligations are fulfilled by alternative means and shall notify the DVLA immediately giving detailed information as to how it shall ensure that the Data is protected.

PART K

LAW AND DISPUTE RESOLUTION

K1. Governing Law and Jurisdiction

- K1.1. Subject to the provisions of this Contract regarding Dispute Resolution, the DVLA and the Customer accept the exclusive jurisdiction of the courts of England and Wales and agree that the Contract and all non-contractual obligations and other matters arising from or connected with it are to be governed and construed according to English Law.

K2. Dispute Resolution

- K2.1. The Parties shall attempt in good faith to negotiate a settlement to any Dispute between them arising out of or in connection with the Contract within 20 Working Days of either Party notifying the other of the Dispute and such efforts shall involve the escalation of the Dispute to those people nominated in **ANNEX B** and the DVLA Representative and any other staff listed by the DVLA for that purpose.
- K2.2. Nothing in this Dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- K2.3. If the Dispute cannot be resolved by the parties pursuant to clause K2.1, they shall refer it to mediation pursuant to the procedure set out in clause K2.5 unless (a) the DVLA considers that the Dispute is not suitable for resolution by mediation; or (b) the Customer does not agree to mediation.
- K2.4. If a Dispute is referred to mediation or arbitration, the obligations of the Parties under the Contract shall not otherwise cease, or be suspended or delayed by the reference of a Dispute to mediation (or arbitration) and the Customer and its Staff shall comply fully with the requirements of the Contract and of Data Protection Legislation at all times.

K2.5. The procedure for mediation and consequential provisions relating to mediation are as follows:

- a) a mediator (the “**Mediator**”) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator.
- b) The Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution or other mediation provider to provide guidance on a suitable procedure.
- c) Unless otherwise agreed, all negotiations connected with the Dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- d) If the Parties reach agreement on the resolution of the Dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
- e) Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written approval of both Parties.

- f) If the Parties fail to reach agreement in the structured negotiations within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any Dispute or difference between them may be referred to the Courts, unless the Dispute is referred to the arbitration procedures set out in clause K2.7

K2.6. Subject to clause K2.2, the Parties shall not institute court proceedings until the procedures set out in clauses K2.1 and K2.3 have been completed save that:

- a) the DVLA may at any time before court proceedings are commenced serve a notice on the Customer requiring the Dispute to be referred to and resolved by arbitration in accordance with clause K2.7.
- b) if the Customer intends to commence court proceedings, it shall serve written notice on the DVLA of its intentions and the DVLA shall have 21 Days following receipt of such notice to serve a reply on the Customer requiring the Dispute to be referred to and resolved by arbitration in accordance with clause K2.7.
- c) the Customer may request by notice in writing to the DVLA that any Dispute be referred and resolved by arbitration in accordance with clause K2.7, to which the DVLA may approve as it sees fit.

K2.7. In the event that any arbitration proceedings are commenced pursuant to clause K2.6:

- a) the arbitration shall be governed by the provisions of the Arbitration Act 1996 (as amended);
- b) the DVLA shall give a written notice of arbitration to the Customer (the “**Arbitration Notice**”) stating:

K2.7.b.1. that the Dispute is referred to arbitration; and

K2.7.b.2. providing details of the issues to be resolved;

- c) the London Court of International Arbitration (“**LCIA**”) procedural rules in force at the date that the Dispute was referred to arbitration in accordance with clause 36.7(b) shall be applied and are deemed to be incorporated by reference to the Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
- d) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
- e) if the Parties fail to agree the appointment of the arbitrator within 10 Days of the Arbitration Notice being issued by the DVLA under clause K2.7 b) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- f) the arbitration proceedings shall take place in London and in the English language; and
- g) the arbitration proceedings shall be governed by, and interpreted in accordance with, English Law.

PART L

SIGNATURES

IN WITNESS of the obligations in this Contract, it has been duly executed by the Parties.

SIGNED for and on behalf of the
Secretary of State for Transport
acting through the Driving and
Vehicle Licensing Agency

SIGNED for and on behalf of
Marston (Holdings) Limited

Signature.....

Signature.....

Name

Name.....

Position

Position.....

Company Registration

Number

.....

Company Registered Office Address:

.....

.....

.....

Date

Date

SCHEDULE 1

FEES

A1. Payment of Fees by the Link Provider

A1.1. This Schedule sets out the fees that shall be paid to the DVLA by the Customer's Link Provider to whom the Customer has sub-contracted the provision of the secure technical link to the DVLA's Business to Business Gateway through which the Data shall be requested and received by the Customer (under clause B4).

A1.2. Where the Customer does not Sub-Contract with a Link Provider but instead obtains its own secure technical link to the DVLA's Business to Business Gateway, the Customer shall pay to the DVLA the Link Provider fees set out in this Schedule.

A2. Line Installation And DVLA Technical Set Up Fees

A2.1. The fees for line installation and connection (by DVLA's chosen supplier), and set up of the direct link to DVLA's Business to Business Gateway, or to add the KADOE Service to the Link Provider's existing connection in accordance with the KADOE External Interface Specification are as follows:

1	Table A Installation Charge (one off charge)	£1,000 - £6,000 (plus VAT at prevailing rate)
2	DVLA Chosen Supplier Annual Line Rental (Recurring)	£1,000 - £15,000 (plus VAT at prevailing rate)
3	DVLA Technical Set-up Costs	£300 - £8,000 (plus VAT at prevailing rate)

The above table provides a minimum and maximum cost, however the Customer will be provided with an actual cost based on postcode location.

A2.2. The fees listed in A2.1 above shall not apply if these have already been paid under another DVLA Business to Business Gateway Data Product.

A2.3. In the event of the Link Provider moving location, or adding a location, and a new line needing to be installed and tested, the Link Provider shall pay the fees numbered 1 and 3 in the table for each new location.

A2.4. The Link Provider shall also pay any additional fees stated in **Item 4** in Table B in A3.1 below that may apply, subject to the number of concurrent active sites and depending on the postcode of any new locations.

A3. **DVLA Technical Fees For Support And Maintenance**

A3.1. Where technical work is required in order to support and maintain the KADOE Service, the Link Provider shall pay the DVLA's technical costs. Those costs are as follows:

1	Table B Admin Changes / Updates affecting sFTP transfer (e.g. Service Provider wishing to change their target server or update their SSH certificate)	£608 (plus VAT at the prevailing rate)
2	Change of site affecting IP address (e.g. Service Provider wishing to change their IP address)	£1,547 (plus VAT at the prevailing rate)
3	Adding a new "KADOE Customer Code" into the DVLA's vehicle database. (this is dependent on the business type / model)	£473.60 (plus VAT at the prevailing rate)
4	Admin changes (e.g. a change of company name)	£185.60 (plus VAT at the prevailing rate)
5	Change of Hard Copy Address	£236.80 (plus VAT at the prevailing rate)

A4. **Payment of Set Up or Maintenance Fees**

A4.1. In order to collect the line installation, set up, annual line rental and DVLA technical fees, as described in this Schedule, the following process must be followed:

- a) a purchase order (including purchase order number) shall be raised if applicable, by the Link Provider and provided to the DVLA for the fees referred to above, as and when requested by the DVLA;
- b) an invoice shall be raised by the DVLA and issued to the Link Provider quoting the purchase order number;
- c) the Link Provider shall make payment to the DVLA for the amount required within 30 Days of the invoice date.

A4.2. The line installation work (conducted by DVLA's chosen supplier) and DVLA technical set up work described in this Schedule shall not commence until payment of the relevant fees has been received by the DVLA.

A5. DVLA Technical Fees For Support And Maintenance

A5.1. Where technical work is required in order to support and maintain the KADOE Service after suspension of the KADOE Service to the Customer, the Link Provider shall pay the DVLA's technical costs. Those costs are as follows:

Reconnection work to re-enable access to the KADOE Service after suspension	£371.20 (plus VAT at the prevailing rate)
-----------------------------------------------------------------------------	----------------------------------------------

A5.2. The DVLA shall commence reconnection work following any suspension of the KADOE Service after payment of the fee has been received by the DVLA.

A6. **Service Enquiry Charges**

A6.1. The service enquiry charges will comprise of two elements:

- A fixed element of £52 (plus VAT) per invoicing period.
- A variable element based on the number of monthly enquiries made, the enquiry thresholds are listed below:-

No. of Enquiries	Monthly Charge
Up to - 9,999	£156 (+VAT)
10,000 – 14,999	£208 (+VAT)
15,000 – 19,999	£312 (+VAT)
20,000 – 29,999	£416 (+VAT)

For enquiries numbering above 30,000 the price will increase £100 per 10,000 enquiries, e.g. up to 39,999 will cost £516 (+VAT) and up to 49,999 will cost £616 (+VAT).

A7. **Payment of Service Enquiry Charges**

A7.1. Payment to DVLA shall be made within 30 days from the date of the invoice.

SCHEDULE 2

MINIMUM DATA SECURITY REQUIREMENTS

1. Data Security Requirements

1.1. The minimum security requirements, which are required by clause D2, are as follows:

- a) Data, including back-up data, must be retained in secure premises and locked away;
- b) Data, including back-up data, must be protected from unauthorised access, release or loss;
- c) A User ID and password must be required to enter all databases on which the Data is stored;
- d) A unique User ID and password must be allocated to each person with access to the Data or the KADOE Service;
- e) User IDs must not be shared between the Customer's Staff;
- f) 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;
- g) An electronic trail relating to any activity involving the Data must be retained, identifying the User ID and individual involved in each activity;
- h) 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 the devices are securely protected when not in use;

- i) All manual and electronic enquiries must be logged centrally and stored by the Customer;
- j) Enquiries must be checked by senior Staff on a regular basis;
- k) Senior members of the Customer's Staff must conduct reconciliation checks between incoming and outgoing enquiry volumes on a regular basis;
- l) Data must be used only for the Permitted Purpose(s) as listed in Annex A for which it was obtained;
- m) Data must be kept only for as long as necessary, as required by clause D6.1 of the Contract;
- n) Paper records must be destroyed so that reconstruction is unlikely;
- o) 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;
- p) Data received by post must be available only to appropriately trained and experienced members of the Customer's Staff, who must abide by the requirements of this Contract and of Data Protection Legislation;
- q) All records containing personal information, including a hard copy of the record (VQ7), screen prints, reports or other data which have been supplied or derived from the DVLA's system in any format must be handled and retained in a secure manner;
- r) All premises and buildings in which the Data is stored must be secure;
- s) The Customer must be registered with the Information Commissioner and the permission must cover all activities actually carried out;

- t) Information must not be passed to third parties except in accordance with clause D5.1 and with the prior written permission of the DVLA where applicable; and
- u) Any conditions required by the DVLA in giving permission for disclosure to third parties must be satisfied.

2. Inspection, Internal Compliance and Audit

- 2.1. The Data Governance Assessment form shall be completed upon DVLA request, and shall confirm whether or not all of the Data Security requirements in paragraph 1 of this Schedule have been complied with.

3. Minimum Requirements for the Customer's Staff Vetting and Disciplinary Procedures

- 3.1. The minimum requirements for the Customer's Staff vetting procedures, which are required by clause D7 of this Contract, are as follows:
 - a) The Customer shall confirm the identity of all of its new Staff.
 - b) The Customer shall confirm the references and qualifications of all of its Staff.
 - c) The Customer shall require all persons who are to have access to the KADOE Service or to the Data to complete and sign a written declaration of any unspent criminal Convictions.
 - d) The Customer shall ensure that no person who discloses that he or she has a Relevant Conviction, or who is found by the Customer to have any Relevant Conviction (whether as a result of a police check or through the Criminal Records Bureau procedures or otherwise), is allowed access to the Data or to the KADOE Service without the prior written approval of the DVLA.
 - e) The Customer shall not allow any person with unspent criminal convictions to have access to the KADOE Service or to the Data, except with the prior written permission of the DVLA.

- f) The Customer shall require all persons who are to have access to the KADOE Service or to the Data to complete and sign an agreement to use the KADOE Service and the Data only for the Permitted Purpose(s) set out in Annex A of this Contract and in accordance with the Customer's procedures.
- g) The Customer shall require that each person who has access to the Data shall sign a document confirming that the person shall use the Data and the KADOE Service only in accordance with the Customer's procedures and only for the Permitted Purpose(s) as listed in Annex A.
- h) The Customer shall ensure that each person who has access to the KADOE Service 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 the KADOE Service and the Data.
- i) The Customer shall ensure that each person who is authorised to use the KADOE Service has been trained in the operation of the system and its associated procedures. The Customer shall keep documentary records of attendance on such training by each person.
- j) The Customer 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.
- k) The Customer shall create and maintain a unique user account ID for each person who has access to the KADOE Service.
- l) The Customer shall maintain a procedure for authorising the creation of user accounts and for the prompt deletion of accounts that are no longer required.
- m) The Customer's disciplinary policy shall state that misuse of the KADOE Service or the Data by any person shall constitute gross misconduct and may result in summary dismissal of that person. The

Customer shall notify such misuse to the DVLA and the person involved shall be refused all future access to DVLA Data.

SCHEDULE 3

REQUIRED TERMS FOR CONTRACTS WITH SUB-CONTRACTORS

1. In accordance with clause D5.1, the following terms must be included in the written contract between the Customer and any Sub-Contractor with access to the Data:
 - Z1. **Data Protection**
 - Z1.1. For the purposes of this contract, the terms “Data Controller”, “Data Processor”, “Data Subject”, “Information Commissioner”, “Information Commissioner’s Office”, “Personal Data”, “Process” and “Processing” shall have the meanings prescribed under Data Protection Legislation.
 - Z1.2. The Sub-Contractor shall comply (and shall ensure that every member of its Staff complies) with any notification requirements under Data Protection Legislation and both Parties will duly observe all their obligations under Data Protection Legislation which arise in connection with the Contract.
 - Z1.3. The Sub-Contractor acknowledges that the Data constitutes Personal Data to which Data Protection Legislation applies and that the Customer is the Data Controller of the Data.
 - Z1.4. The Sub-Contractor shall process the Data only in accordance with instructions from the Customer (which may be specific instructions or instructions of a general nature) as set out in this contract or otherwise notified by the Customer.
 - Z1.5. The Sub-Contractor shall comply with all applicable Laws, including Data Protection Legislation.
 - Z1.6. The Sub-Contractor shall process the Data only to the extent and in such manner as is necessary to achieve the Permitted Purpose(s) as listed in **ANNEX A** or as is required by Law or any Regulatory Body.

- Z1.7. The Sub-Contractor shall implement technical and organisational measures to protect the Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Data and having regard to the personal nature of the Data which is to be protected. These measures shall as a minimum satisfy the requirements in [paragraph 1 of **SCHEDULE 2**] to this contract.
- Z1.8. The Sub-Contractor shall take reasonable steps to ensure the reliability of its Staff and agents who may have access to the Data.
- Z1.9. The Sub-Contractor shall not transfer the Data to any other Sub-Contractor except with the prior written permission of the Customer who shall have sought and received the prior written permission of the DVLA to that transfer, which shall include the requirement that the Sub-Contractor has entered into a written contract with the Sub-Contractor which includes all of the provisions in **SCHEDULE 2** and [**SCHEDULE 3**].
- Z1.10. The Sub-Contractor shall not cause or permit any Personal Data to be transferred outside the EU unless the prior written approval of the Customer has been obtained, (who shall first have notified the DVLA) and the following conditions are fulfilled:
- (i) The Customer or the Sub-Contractor has provided the appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer.
 - (ii) The Data Subject has enforceable rights and effective legal remedies.
 - (iii) The Sub-Contractor complies with its obligations under Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred. (or, if it not so

bound, uses its best endeavours to assist the Customer in meeting its obligations);and

- (iv) The Sub-Contractor complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Data.

Z1.11. The Sub-Contractor shall ensure that all Staff and agents required to access the Data are informed of the confidential nature of the Data and comply with the obligations set out in this contract, and have undergone adequate training in the use, care, protection and handling of the Data.

Z1.12. The Sub-Contractor shall ensure that none of the Staff and agents publish disclose or divulge any of the Data to any third parties unless directed in writing to do so by the Customer.

Z1.13. The Sub-Contractor shall not disclose any of the Data to any third parties in any circumstances other directed in writing to do so by the Customer.

Z1.14. The Sub-Contractor shall notify the Customer within 5 Working Days if it receives a request from a Data Subject to have access to that person's Personal Data, or a complaint or request relating to the Customer's obligations under Data Protection Legislation, or any communication from the Information Commissioner or any other regulatory authority in connection with the Personal Data processed under this Contract.

Z1.15. The provisions of this contract shall apply during the period that the Sub-Contractor processes the Data on behalf of the Customer and indefinitely after the end of that period.

Z1.16. The Sub-Contractor shall ensure that no person who discloses that he or she has a Relevant Conviction, or who is found by the Sub-contractor to have any Relevant Conviction (whether as a result of a police check or through the Criminal Records Bureau procedures or otherwise), is allowed access to the Data or to the KADOE Service without the prior written approval of the DVLA.

Z1.17. The Sub-Contractor shall notify the Customer immediately if it:

- (i) Receives a request to rectify, block or erase any Data
- (ii) Becomes aware of the Loss of any Data.

Z1.18. The Sub-Contractor shall notify the Customer of any losses or misuse of the Data within 5 working days and keep the Customer informed of any relevant communications.

Z1.19. The Sub-Contractor acknowledges that DVLA reserve the right to withdraw permission relating to Sub-Contracting at any time. Where DVLA has withdrawn permission, the Sub-Contractor will be required to cease all data processing activities relating to the Data.

Z1.20. Withdrawal of such permission as set out in paragraph Z1.19 will also apply to any other Sub-Contracting arrangement that involves the processing of the Data by the Sub-Contractor.

Z2. Compliance and Inspection

Z2.1. The Sub-Contractor shall carry out its own internal compliance checks at least annually, which include at least the matters listed in [paragraph 1 of **SCHEDULE 2**]. The Sub-Contractor shall notify the Customer in writing within 28 Days of the outcome of such checks.

Z2.2. The Customer reserve the right to carry out an inspection at any time of the Sub-Contractor's compliance with the terms of the contract. The Customer shall give the Sub-Contractor 28 Days' written notice of any such inspection.

Z2.3. The Sub-Contractor agrees to co-operate fully with any such inspection and to allow the Customer access to its Premises, Equipment and Staff for the purposes of the inspection.

Z2.4. The Sub-Contractor shall share with the Customer the outcome of any other checks, audits or reviews that have been carried out on its

activities as a Sub-Contractor, to the extent that they have relevance to the Processing of the Data.

Z2.5. The Sub-Contractor shall notify the Customer immediately, and 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, to the extent that they have relevance to the Processing of the Data.

Z3. Termination

Z3.1. If at any time the Customer becomes aware that the Sub-contractor has breached the requirements of clause Z1 or Z2 of this contract, the Customer may terminate the contract immediately.

ANNEX A

PART 1 OF 4

PERMITTED PURPOSE(S)

MARSTON (HOLDINGS) LIMITED

N464

The release of information from DVLA's vehicle records is governed by Regulation 27 of the Road Vehicles (Registration and Licensing) Regulations 2002, as amended.

Regulation 27 (1) (a) provides that the Secretary of State may make particulars contained in the vehicle register available to authorised organisations for any purpose connected with the investigation of an offence, or a decriminalised parking contravention.

All requests for information submitted via the ELISE KADOE Service may **only** be made for the following purpose(s):

Traffic Warrants

(i) Traffic Warrants issued from the county court

No requests for vehicle keeper information shall be made of the DVLA vehicle records via the ELISE KADOE Service, where the date of alleged contravention is more than 6 months prior to the date of enquiry.

Note: Information from vehicle records may not be requested if an alternative method of identifying the vehicle keeper exists, or for administration purposes.

Any enquiry that falls outside these criteria may still be acceptable to DVLA, but must not be submitted via the ELISE KADOE Service. It should be made by means of form VQ615 and VQ616 (depending on the nature of enquiry) under existing arrangements for making written enquiries.

No enquiries can be submitted for additional "Permitted Purposes" without a Contract Variation in accordance with clause **H5**, an updated **Annex A** including the new "Permitted Purpose", and formal written approval from DVLA.

ANNEX A

PART 2 OF 4

PERMITTED PURPOSE(S)

MARSTON (HOLDINGS) LIMITED

N465

The release of information from DVLA's vehicle records is governed by Regulation 27 of the Road Vehicles (Registration and Licensing) Regulations 2002, as amended.

Regulation 27 (1) (a) provides that the Secretary of State may make particulars contained in the vehicle register available to authorised organisations for any purpose connected with the investigation of an offence, or a decriminalised parking contravention.

All requests for information submitted via the ELISE KADOE Service may **only** be made for the following purpose(s):

Magistrate Courts Fines Officer

Where the Magistrates Courts Approved Enforcement agent has seized the vehicle by the powers of the Court

Magistrate Courts Fines Officer

Keeper details requested by order of the Court

Magistrate Courts Fines Officer

To enable Magistrates Courts Approved Enforcement agent to execute legal proceedings on command of the Courts for the recovery of money by seizure and sale of goods

No requests for vehicle keeper information shall be made of the DVLA vehicle records via the ELISE KADOE Service, where the date of alleged contravention is more than 6 months prior to the date of enquiry.

Note: Information from vehicle records may not be requested if an alternative method of identifying the vehicle keeper exists, or for administration purposes.

Any enquiry that falls outside these criteria may still be acceptable to DVLA, but must not be submitted via the ELISE KADOE Service. It should be made by means of form VQ615 and VQ616 (depending on the nature of enquiry) under existing arrangements for making written enquiries.

No enquiries can be submitted for additional "Permitted Purposes" without a Contract Variation in accordance with clause **H5**, an updated **Annex A** including the new "Permitted Purpose", and formal written approval from DVLA.

ANNEX A

PART 3 OF 4

PERMITTED PURPOSE(S)

MARSTON (HOLDINGS) LIMITED

N466

The release of information from DVLA's vehicle records is governed by Regulation 27 of the Road Vehicles (Registration and Licensing) Regulations 2002, as amended.

Regulation 27 (1) (a) provides that the Secretary of State may make particulars contained in the vehicle register available to authorised organisations for any purpose connected with the investigation of an offence, or a decriminalised parking contravention.

All requests for information submitted via the ELISE KADOE Service may **only** be made for the following purpose(s):

High Court Enforcement Officers

To identify ownership of vehicles the subject of a levy by High Court Enforcement Officers

No requests for vehicle keeper information shall be made of the DVLA vehicle records via the ELISE KADOE Service, where the date of alleged contravention is more than 6 months prior to the date of enquiry.

Note: Information from vehicle records may not be requested if an alternative method of identifying the vehicle keeper exists, or for administration purposes.

Any enquiry that falls outside these criteria may still be acceptable to DVLA, but must not be submitted via the ELISE KADOE Service. It should be made by means of form VQ615 and VQ616 (depending on the nature of enquiry) under existing arrangements for making written enquiries.

No enquiries can be submitted for additional "Permitted Purposes" without a Contract Variation in accordance with clause **H5**, an updated **Annex A** including the new "Permitted Purpose", and formal written approval from DVLA.

ANNEX A

PART 4 OF 4

PERMITTED PURPOSE(S)

MARSTON (HOLDINGS) LIMITED

N467

The release of information from DVLA's vehicle records is governed by Regulation 27 of the Road Vehicles (Registration and Licensing) Regulations 2002, as amended.

Regulation 27 (1) (a) provides that the Secretary of State may make particulars contained in the vehicle register available to authorised organisations for any purpose connected with the investigation of an offence, or a decriminalised parking contravention.

All requests for information submitted via the ELISE KADOE Service may **only** be made for the following purpose(s):

Criminal Warrants

Seizure of vehicle for repayment of Tax Debts

Criminal Warrants

Seizure of vehicle for repayment of Proceeds of Crime

Criminal Warrants

Seizure of vehicle for repayment of Non-payment of criminal fines

No requests for vehicle keeper information shall be made of the DVLA vehicle records via the ELISE KADOE Service, where the date of alleged contravention is more than 6 months prior to the date of enquiry.

Note: Information from vehicle records may not be requested if an alternative method of identifying the vehicle keeper exists, or for administration purposes.

Any enquiry that falls outside these criteria may still be acceptable to DVLA, but must not be submitted via the ELISE KADOE Service. It should be made by means of form VQ615 and VQ616 (depending on the nature of enquiry) under existing arrangements for making written enquiries.

No enquiries can be submitted for additional "Permitted Purposes" without a Contract Variation in accordance with clause **H5**, an updated **Annex A** including the new "Permitted Purpose", and formal written approval from DVLA.

ANNEX B

CUSTOMER'S KEY STAFF

WITH DIRECT RESPONSIBILITIES FOR THE DATA AND FOR THE OTHER OBLIGATIONS UNDER THE CONTRACT

1. The contact details of the Customer's Key Staff with responsibility for the Data and the performance of the Contract, as referred to in clause C1 of this Contract, are set out in this **Annex B**.

- 1.1. The contact details of the Commercial Manager referred to in clause C1.2.a) are:

Name:.....

Job Title:.....

Business Address (The Customer's Registered Office):

.....

.....

.....

Postcode:.....

Business telephone number:.....

Business mobile telephone number:.....

Business Email address:.....

- 1.2. The contact details of the Data Manager referred to in clause C1.2.b) are:

Name:.....

Job Title:.....

Business Address:.....

.....

.....

.....

Postcode:.....

Business telephone number:.....

Business mobile telephone number:.....

Business Email address:.....

- 1.3. The contact details of any other Key Staff, who are responsible for the Data or for supervision of the Customer's Staff with access to the Data, should be provided below and on continuation sheets attached to this **ANNEX B.**