

THIRD PARTY TERMS

The following sets out the terms as imposed under the current licence between the Supplier and DVLA which are required by DVLA to be flowed down by the Supplier to the Customer in respect of the Customer's and each Affiliates' and End Users' access to and use of the DVLA data. The Customer acknowledges and agrees that in the event that DVLA or any third party provider impose new, additional or replacement terms on the Supplier, which the Supplier is obligated to pass through to its customers, the Customer shall immediately on notice agree to amendment of this Appendix A to incorporate such terms as are imposed by DVLA and/or any other relevant third party provider necessary or desirable for Supplier's performance of its obligations pursuant to this Agreement. The Customer agrees to itself abide by the terms set out below and to procure and ensure that each of its Affiliates and End Users abide by the terms below. The Customer shall be responsible for and liable to the Supplier for any breach of the terms by any of itself, its Affiliates or any End Users.

All clauses and definitions from the DVLA licence which are referenced and applied in the following Schedule extracts are set out at the end of this Appendix A.

DVLA Licence Extracts:

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) The Data supplied may only be copied for back-up and for the purposes of Processing the Data. Copies must be erased immediately thereafter and they must not be otherwise duplicated;
- c) The Customer will retain the Data only for as long as necessary with reference to the Reasonable Cause for which it was shared in accordance with the Data Protection Legislation;
- d) The Customer, in accordance to Data Protection Legislation, should dispose of the Data where there is no business need to retain it;
- e) Data, including back-up Data, must be protected from unauthorised access, release or loss;
- f) A User ID and a robust password must be required to enter all databases on which the Data is stored;
- g) The password for any encrypted CD-ROM must be stored separately from the CD-ROM itself.
- h) A unique User ID and password must be attributable to an individual and must be allocated to each person with access to the Data or the Bulk Data Service;
- i) User IDs and passwords must not be shared between the Customer's Staff;
- j) Access to the Data must be minimised so that only where necessary are individuals given the following levels of access:
 - ability to view material from single identifiable records
 - ability to view material from many identifiable records
 - functional access, including: searching, amendment, deletion, printing, downloading or transferring information;
- k) The Data must not then be 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;
- l) Data must be used only for the Reasonable Cause for which it was obtained;

- m) Paper records must be destroyed by incineration, pulping or shredding finely so that reconstruction is unlikely;
- n) 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; Please refer to clause **D6.2**;
- o) All premises and buildings in which the Data is stored must be secure;
- p) The Customer must be registered with the Information Commissioner's Office and the permission must cover all activities actually carried out;
- q) Information must not be passed to third parties except with the prior written approval of the DVLA, in accordance with **D5.1**; and
- r) Transfer of the Data to third parties (where approval has been granted by DVLA in accordance with clause **D5.1** must be in accordance with the principles of Data Protection Legislation). Any other conditions required by the DVLA in giving permission for disclosure to third parties must be satisfied.
- s) Caching of Data by any Intermediaries or Third Party Customer must be in accordance with **SCHEDULE 4** (REQUIREMENTS IN RELATION TO INTERMEDIARIES, THIRD PARTY CUSTOMERS AND REQUESTORS) of this Contract.
- t) The Customer must implement sufficient reporting on Data disclosed by the Customer to Intermediaries, Third Party Customers and Requestors to ensure auditability of any enquiries or other activity relating to the Data. The Customer must be able to trace any disclosure of Data to a specific Intermediary, Third Party Customer or Requestor.

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

2.1. 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 its entire new Staff.
- b) The Customer shall require all persons who are to have access to the Bulk Data Service or to the Data to complete and sign a written declaration of any unspent criminal Convictions.
- c) The Customer shall not allow any person with unspent criminal convictions to have access to the Bulk Data Service or to the Data, except with the prior written permission of the DVLA.
- 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 is allowed access to the Data or to the Bulk Data Service.
- e) The Customer shall require all persons who are to have access to the Bulk Data Service or to the Data to complete and sign an agreement to use the Bulk Data Service and the Data only for the Reasonable Causes set out in this Contract and in accordance with the Customer's procedures.
- f) 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 Bulk Data Service only in accordance with the Customer's procedures and only for the Reasonable Cause.
- g) The Customer shall ensure that each person who has access to the Bulk Data 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 Bulk Data Service and the Data.
- h) 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 the Data Protection Legislation and this Contract.
- i) The Customer shall create and maintain a unique user account ID for each person who has access to the Bulk Data Service.
- j) 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. The customer must ensure that the person or persons carrying out this work

are appropriately trained and that their duties are separate from that of a normal user account. A normal user must not be able to manage their own account.

k) The Customer's disciplinary policy shall state that misuse of the Bulk Data 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 Supplier and the person involved shall be refused all future access to DVLA Data.

l) System administrators must receive appropriate training.

m) The system administrator role must be separated from any other role to ensure a separation of duties and responsibilities.

Extract from DVLA Licence Schedule 4:

SCHEDULE 4 - REQUIREMENTS IN RELATION TO CUSTOMER AND REQUESTORS/END USERS

1. Contractual Obligations of all Intermediaries and Third Party Customers

1.1. In accordance with clause **B5.2**, the obligations to be imposed on [the Customer] in the written contract between the [Supplier and the Customer], are as follows:

- a) the position and obligations of A4 (The Customer's Status), except the obligation on the [Supplier] in clause A4 shall instead be an obligation on the [Customer and all End Users];
- b) the obligations in clause B2 (Purpose For Which Data Is Provided);
- c) the obligations of the Customer in clause C1 (The Customer's Key Staff), except that the obligation on the Customer in clause C1.3 (changes in personnel) to notify the DVLA shall instead be an obligation on the Intermediary or Third Party Customer to notify the [Supplier];
- d) the obligations of the Customer in PART F (STATUTORY OBLIGATIONS) and G2 (Publicity and Media);
- e) the obligations of the Customer in the following clauses, except that any obligation to seek the permission of or to notify the DVLA shall instead be an obligation to seek the permission of or to notify the [Supplier]:
 - H1.1 and H1.2 (Transfer and Sub-Contracting);
 - H2 (Insolvency);
 - H3 (Change of Control); and
 - J7.1 (Consequences of Suspension and Termination).

2. Contractual Obligations of Intermediaries or Third Party Customers with Access to the Data

2.1. In accordance with clause **B5.2**, the Bulk user obligations to be imposed on the Intermediary or Third Party Customer in the written contract between the Customer and each Intermediary or Third Party Customer are as follows:

- a) the obligations of the Customer in clause B10 (Accuracy of the Data);
- b) the obligations of the Customer in clause **C2** (Reviews and Meetings), except that the requirements in that clause to attend meetings and otherwise may be placed on the Intermediary or Third Party Customer by the [Supplier] and not by the DVLA;
- c) the obligations of the [Supplier] in PART D (DATA PROTECTION), except that the obligations on the [Supplier] in the following clauses to notify, inform, share information with or co-operate with the DVLA shall instead be obligations to notify, inform, share information with or co-operate with the [Supplier]:
 - D8.2 (outcome of internal compliance checks);

- D9 (Audits and Reviews);
- (Data Loss Event); and
- D11.2 (Inspection).

d) the requirements in SCHEDULE 2, 4, and 5.

2.2. Caching of Data by Customer and End User is only possible where that they are compliant with all the requirements of the parent contract, and only in the following circumstances:

- a) For a limited period of 24 hours to allow multiple hits against a single record as part of continuous enquiry (e.g. multiple insurance quotes from a website or call centre);
- b) The Cache is protected from unauthorised access by way of encryption in accordance with Industry Best Practice;
- c) The Customer must be and must ensure that all End Users, Intermediaries and Third Party Customers are made aware that they must not use the Data to fulfil further enquiries or transactions on that Intermediary's or Third Party Customer's behalf or from Requestors or any other actual or potential customers of the Intermediary or Third Party Customer, nor to fulfil multiple enquiries such as insurance or financial quotes after the 24 hour period permitted above has expired;
- d) The Customer shall be aware and must make all End Users, Intermediaries and Third Party Customers aware of the above and that storage of the Data for future use/to create an alternative database is not permitted. In addition, the Customer attention is drawn to and it must inform all End Users of the requirements of **SCHEDULE 5 (RESTRICTIONS ON DISCLOSURE OF VEHICLE IDENTIFICATION NUMBER (VIN))**.

3. Contractual Rights and Powers

3.1. The Supplier shall have the following rights and powers in accordance with clause **B5.2**:

- a) the rights and powers of inspection by the [Supplier] (rather than DVLA) in accordance with clauses **D11** and **D12**;
- b) the right of the [Supplier] (rather than DVLA) to terminate the contract with the Customer, in accordance with clause **J2** or **J6**; and
- c) the right of the [Supplier] (rather than DVLA) to suspend access to the Data by the Customer and End Users in accordance with clauses **J3** and **J5**, and the effect of suspension under clause **J4**, except the obligation to pay fees under clause **J4.4** and **J4.6**.

4. Ensuring Compliance

4.1. In accordance with clause B5 and in order to ensure the compliance of the Customer and End Users with the obligations in SCHEDULE 4

the [Supplier and Customer] shall:

- a) at all times maintain a written contract that includes all the obligations and rights required to be included under the DVLA contract;
- b) audit of the Customer at least once in the first calendar year during which the Supplier discloses, and annually thereafter, and make evidence of such audits available to the DVLA upon request;
- c) the Supplier shall be entitled to notify the DVLA immediately of any Defaults that it considers to have been committed by the Customer, whether discovered on audit or at any other time; and
- d) take any additional action the [Supplier] considers reasonable to ensure that the Customer and End Users shall comply with all of the Bulk user obligations applicable.

4.2 Disclosure of the Data (or any extract from it) relating a specific vehicle upon entry of a VRN by a Requestor, Customer or End User are only permitted in the following cases:

- a) The VRN relates to a vehicle where the Requestor is either owner or registered keeper of that vehicle; or
- b) The VRN relates to a vehicle that is being or intended to be marketed or offered for sale; or
- c) The Requestor has a genuine and legitimate "interest in determining the provenance, status or technical specification of that vehicle; or
- d) Where confirmation of the vehicle identity is a pre-requisite for the Data being accessed by the Requestor.
- e) The VRN relates to a vehicle that the Requestor, Intermediary or Customer or End User has involvement in providing services to. This may include where the Requestor, Intermediary or Customer or End User:

Has sold, repaired, modified, or serviced that vehicle;

Is providing an insurance quotation or vehicle finance for that vehicle;

Is involved in reducing crime for that vehicle.

Restrictions on Free Disclosure of The Data

In order to restrict excessive amounts of Data from being disclosed to Customers, End User, Intermediaries or Requestors, the Customer acknowledges and agrees that Supplier is only permitted to disclose the following Data fields:

Make	Year of Manufacture
Model	Export Marker
Colour	Vehicle Type Approval
Date of First Registration	Wheelplan
Body Type	Vehicle/Revenue Weight
Fuel Type	
Engine Capacity	
CO2	

Extract from DVLA Licence Schedule 5 – Restrictions on Disclosure of Vehicle Identification Number (VIN)

1.1 It is necessary to have key identifying criteria and references (such as a serial number) for most assets. The main identifiers for a motor vehicle are the VRN (Vehicle Registration Number) and the VIN (Vehicle Identification Number). As the VRN is only applicable once the vehicle is registered and can be transferred to another vehicle, the most reliable identifier has become the VIN.

1.2. Within the automotive sector, correctly identifying a vehicle is vital in order to ensure the correct details are recorded and disclosed during the life of that vehicle. This applies in particular when specific events occur such as registration, secured finance, resale, repair, cherished plate transfer process, future finance applications and insurance application/renewal.

1.3. To address this market need, the Supplier can release the full VIN in certain circumstances, to agreed trade sectors, in accordance with Reasonable Cause as set out in **B1, B2** and **D5** of the DVLA Contract, and subject to specified conditions.

1.4. The table in section 2 below sets out the specified conditions for disclosure of the full VIN. The full VIN must only be released where absolutely essential and where this is not necessary VIN confirmation or partial VIN release should be the preferred solution.

1.5. Section 4 below sets out conditions on disclosure of the partial VIN.

2. Market Sectors Where Disclosure of Full Vin by the Supplier is Permitted

Market Sector	Purpose for Release of VIN	Permitted Disclosure
Motor Dealers Franchised	To assist in confirming the identity of the vehicle by validating that the VRN searched relates to the correct vehicle. To confirm a correct VIN to be compared to the VIN displayed on the vehicle.	Displayed on the vehicle search report / certificate. Recorded on the vehicle inventory, stock report, ledgers and customer database / service record. Information disclosed to vehicle purchaser / owner, dealership staff, subcontractors and auditors.
Motor Dealers Non-Franchised	To assist in confirming the identity of the vehicle by validating that the VRN searched relates to the correct vehicle. To confirm a correct VIN to be compared to the VIN displayed on the vehicle.	Displayed on the vehicle search report / certificate. Recorded on the vehicle inventory, stock report, ledgers and customer database / service record. Information disclosed to vehicle purchaser / owner, dealership staff, subcontractors and auditors.
Auction Houses	To assist in confirming the identity of the vehicle by validating that the VRN searched relates to the correct vehicle. To confirm a correct VIN to be compared to the VIN displayed on the vehicle.	Displayed on the vehicle search report / sale lot. Recorded on the sales systems, vehicle inventory, stock report and ledgers. Information disclosed to vehicle vendor / purchaser, auction staff, sub-contractors and auditors.
Original Equipment Manufacturers	To assist in confirming the identity of the vehicle by validating that the VRN searched relates to the correct vehicle. To use the VIN as an identifier if vehicle is not yet registered.	Displayed on the vehicle search report / certificate. Recorded on the vehicle inventory, stock report, ledgers and customer database / service Information disclosed to franchise holders, vehicle owner / purchaser, OEM staff, sub-contractors and auditors.

<p>Finance Companies</p>	<p>To assist in confirming the identity of the vehicle by validating that the VRN searched relates to the correct vehicle. To use the VIN as an identifier if vehicle is not yet registered.</p>	<p>Recorded on the vehicle asset / inventory files, Contract reports, ledgers and customer database / record. Information disclosed to vehicle operator / owner purchaser, finance company staff, sub-contractors and auditors.</p>
<p>Insurance Companies</p>	<p>To assist in confirming the identity of the vehicle by validating that the VRN searched relates to the correct vehicle.</p>	<p>Recorded on the vehicle policy / claims files, contract reports, ledgers and customer database / record. Information disclosed to vehicle operator / owner / policyholder, insurance company staff, subcontractors and auditors.</p>
<p>Fleet and Leasing Companies</p>	<p>To assist in confirming the identity of the vehicle by validating that the VRN searched relates to the correct vehicle. To use the VIN as an identifier if vehicle is not yet registered.</p>	<p>Recorded on the vehicle asset / inventory files, Contract reports, ledgers and customer database / service record. Information disclosed to vehicle operator / owner / purchaser, fleet & leasing company staff, sub-contractors and auditors.</p>
<p>Aftermarket Service Providers</p>	<p>To assist in confirming the identity of the vehicle by validating that the VRN searched relates to the correct (vehicle. Used to help identify and link to replacement) parts and accessories.</p>	<p>Recorded on the vehicle order record, ledgers and customer database service record. Information disclosed to vehicle repairer / operator / owner / purchaser, aftermarket company staff, sub-contractors and auditors.</p>
<p>Automotive Systems and Integration Companies (e.g. Vendors of Dealer Management Systems)</p>	<p>To assist in confirming the identity of the vehicle by validating that the VRN searched relates to the correct vehicle.</p>	<p>Displayed on the vehicle search report / certificate. Recorded within the application modules to handle vehicle inventory, stock report, ledgers and customer database / service record. Information disclosed to vehicle repairer / systems operator, vehicle owner / purchaser, systems integrator company staff,) sub-contractors and auditors.</p>
<p>Law Enforcement Agencies</p>	<p>To assist in confirming the identity of the vehicle by validating that the VRN searched relates to the correct vehicle. To confirm a correct VIN to be compared to the VIN displayed on the vehicle. To use the VIN as an identifier if vehicle is not yet registered.</p>	<p>Displayed on the vehicle search report / certificate. Recorded on the case files, reports and legislative documentation. Information disclosed to authorised individuals and bodies involved in and processing the case / enquiry</p>
<p>Salvage Companies</p>	<p>To assist in confirming the identity of the vehicle by validating that the VRN searched relates to the correct vehicle. To confirm a correct VIN to be compared to the VIN displayed on the vehicle.</p>	<p>Displayed on the vehicle record / COD (Certificate Of Destruction). Recorded on the vehicle inventory, stock report, ledgers and customer database. Information disclosed to vehicle operator / owner, salvage company staff, sub-contractors and auditors.</p>

3. Market Sectors Where Disclosure of Full VIN is Not Permitted

3.1. Disclosure of the full VIN is not permitted to the following market sectors: a) Consumers b) Marketing Companies (other than those working on behalf of approved trade sector clients in respect of their core activities under permitted uses) c) Companies, Partnerships and Sole Traders who do not meet the criteria set out in the table in section 2 above.

3.2. Where there is a requirement to disclose the full VIN to new market sectors or for new purposes other than those set out in the table above in section 2 of this SCHEDULE 5, the Supplier must detail this in writing and obtain formal written approval from DVLA. The Customer shall not disclose the full VIN to any additional market sectors or for any new purposes without a contract variation in accordance with clause H5, and formal written approval from DVLA.

4. Conditions on Disclosure of Partial VIN

4.1. The Society of Motor Manufacturers and Traders (SMMT) has informed DVLA that the release of the end characters of a VIN (so a partial VIN) may lead to the ability to uniquely identify a vehicle in a very limited range of circumstances.

4.2. Where there are fewer than 500 vehicles of a particular type registered in a year, only the last three characters are needed to uniquely identify a vehicle, assuming that the make and model of that vehicle is known.

4.3. Where Reasonable Cause cannot be demonstrated to allow a Requestor, Intermediary or Customer to identify a unique vehicle (in accordance with D5 of this Contract), and where there are fewer than 500 vehicles of a particular vehicle type registered in one year, the Supplier and Customer must only disclose the final two characters of the VIN.

The following sets out the definitions and clauses referred to in the schedule extracts from the DVLA licence above.

Bulk Data Service	the transmission of the Data via API, to the Customer to the extent it has demonstrated Reasonable Cause.
Caching	the process of storing Data in a temporary storage area (a "Cache") for future use within a defined period of time. A Cache is a hardware or software component that stores Data so that future requests for that Data can be served faster.
Controller	has the meaning prescribed under Data Protection Legislation.
Conviction	other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding-over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 (as amended) by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) (as amended) or any replacement or amendment to that Order, or being placed on a list kept pursuant to the safeguarding of Vulnerable Groups Act 2006 (as amended).
Data	data from the vehicles register that is to be provided to the [Customer / Supplier]
Data Loss Event	event that results, or may result, in unauthorised access to Personal Data held by the Customer under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Default	any breach of 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 Agreement and in respect of which such party is liable to the other.

Equipment		the Customer's equipment, plant, materials and such other items used by the Customer in the performance of its obligations under this Agreement, or otherwise used to access or store Data (and including the Customer System).
Fraud		any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Agreement or defrauding or attempting to defraud or conspiring to defraud the Crown.
Industry Practice	Best	at any time the exercise of that degree and skill, care, diligence, prudence, efficiency, foresight, standards, practices, methods, procedures and timelines 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.
Information Commissioner's Office (ICO)		the UK's independent regulatory authority set up to uphold information rights in the public interest promoting openness by public bodies and data privacy for individuals.
Intermediary		an organisation who receives Data from the Customer (to be referred to as "Third Party Customers") that demonstrates Reasonable Causes in accordance with [B1, B2, D5.1.b and Schedule 4] of this Agreement and may include End Users.
Law		any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements by the Customer in accordance with clause C1.
Material Breach		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.
Personal Data Breach		has the meaning prescribed under Data Protection Legislation.
Premises		the location where the Data is to be supplied to the Customer, or accessed, stored or destroyed by the Customer.
Processor		has the meaning prescribed under Data Protection Legislation.
Processing		has the meaning prescribed under Data Protection Legislation.
Requestor		a person who is making an enquiry for Data about a particular vehicle, using products or services provided by the Supplier or the Customer in accordance with [B1 and B2 and Schedule 4 of this Contract].
Reasonable Cause		the purpose for which the Data is provided via the Bulk Data Service as stated in clause B2 of this Agreement.
Removeable Media		all physical items and devices that can carry and transfer electronic information. Examples include but are not limited to DVDs, CD-ROMs, floppy disks, portable hard disk drives, USB memory sticks, flash drives, portable music and video players including mobile phones, handheld devices such as smartphones and personal digital assistants.

Staff	all persons employed by a party to perform its obligation under the Agreement together with the party's servants, agents, suppliers and Sub-Contractors used in the performance of the Agreement.
Sub-Contracting	if and only to the extent expressly permitted in the main body of the Agreement, 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 Controller responsibilities while the Sub-Contractor is a Processor. The Customer shall be responsible for the acts and omissions of its Sub-Contractors as though they are its own.
Sub-Contractor(s)	if and only to the extent expressly permitted in the main body of the Agreement, a third party appointed by the Customer to provide services on behalf of the Customer, providing appropriate Sub-Contracting agreement is in place. The Customer will retain Controller responsibilities for the Data while the Sub-Contractor is Processor.
Third Party Customer	Any organisation that: <ul style="list-style-type: none"> (a) is not an Intermediary; and (b) receives Data from the Customer or Intermediary providing <p>Reasonable Cause can be demonstrated, in accordance with [B1, B2, D5.1.b and Schedule 4] of this Agreement.</p>

Clause Extracts Applicable to the DVLA Schedule Extracts, the Customer hereby acknowledges and agrees to comply with the following terms:

A4. The Customer's Status

A4.1. At all times during the term 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 Agreement.

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 20.2 (as amended), to: "make any particulars contained in the register available for use by any person who can show to the satisfaction of the Secretary of State that he has reasonable cause for wanting the particulars to be made available to him."

B1.2. DVLA relies upon Article 6.1.e of the UK GDPR, processing is necessary for the performance of a task carried out in the public interest in the exercise of official authority vested in the controller as the lawfulness of processing condition.

B2. Purpose For Which Data Is Provided

B2.1 The Supplier (and if so requested by the Supplier the Customer) will provide the DVLA with a statement detailing the type of business it conducts and a description of products or services it offers that involve the use of DVLA Data.

B2.2. The Customer acknowledges and agrees that Applications to the Bulk Data Service will only be considered for organisations that can demonstrate a Reasonable Cause for access to the Data in accordance with clause B1.1. Organisations that cannot prove a Reasonable Cause will not be considered further and the DVLA Data cannot be shared by the Supplier with such organisations.

B2.3. Categories of business that may meet this pre-requisite include, but may not be limited to, vehicle checking companies. In order to demonstrate Reasonable Cause, products or services delivered by any Bulk Data Service customer using the Data must have benefit to one or more of the following:

- a) Improving vehicle and road safety
- b) Reducing vehicle crime
- c) Consumer Protection
- d) Environmental impact (greener transport)
- e) Facilitating best practice and due diligence compliance

B2.4. The Customer will notify DVLA of any changes to their business need for access to the Bulk Data Service.

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

B5.2. If the Customer allows a Requestor access to the Data, it shall at all times comply with the requirements set out in **SCHEDULE 2** and **SCHEDULE 4** to ensure compliance by each Requestor with the terms of its particular contract with the Customer.

B10. Accuracy of the Data

B10.1. The Customer acknowledges that the Supplier shall take all reasonable steps to ensure that the Data is accurate and up to date before it is transmitted to the Customer, however, the Supplier cannot warrant the accuracy of the Data provided. The DVLA and the Supplier do not accept any liability for any inaccurate information supplied to it by the keeper of the vehicle or any other source beyond their control.

C1. The Customer's Key Staff

C1.1. The Customer shall complete a list 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 as recorded by Companies' House and:

- a) the manager who shall be responsible for the Customer's general contractual matters and shall receive notices 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 Supplier immediately of any change in personnel listed or their business contact details by email.

Failure to do so may result in delayed communication.

C2. Reviews and Meetings

C2.1. The Customer shall upon receipt of reasonable notice and during normal office hours attend all meetings arranged by the Supplier for the discussion of matters connected with the performance of the Agreement.

C2.2. Without prejudice to any other requirement in this Agreement, the Customer shall provide such reports on the performance of the Agreement or any other information relating to the Customer's requests for and use of the Data as the Supplier may reasonably require.

C2.3. The DVLA reserve the right to review the DVLA Contract with the Supplier at any time, as such the Customer agrees to amendments to this Agreement which are necessitated by any changes imposed by the DVLA on the Supplier. Where required by the Supplier, the parties shall meet in person or via video or telephone conference to review:

- a) the ongoing need for the Bulk Data Service as defined and any consequential variation to the terms of the Agreement;
- b) the Reasonable Causes for which the Data is provided;
- c) the performance of the Bulk Data Service;
- d) the security arrangements governing the Customer's safe receipt of the Data and the Customer's further use of the Data;
- e) the arrangements that the Customer has in place relating to the retention and secure destruction of the Data;
- f) any audits that have been carried out that have relevance to the way that the Customer is Processing the Data;
- g) any security incidents or Data Loss Events that have occurred with the Data;
- h) the continued registration of the Customer's company under the same registered number;
- i) the training and experience of the Customer's Staff in their duties and responsibilities under the Data Protection Legislation.

D1. The 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 Agreement as "Data Protection Legislation".

D1.2. The Parties agree that the Data constitutes Personal Data as they relate to a living individual who can be directly or indirectly identified from the Data.

D1.3. It is the duty of the Controller to comply with Data Protection Legislation. The Supplier, separately from the DVLA, shall be the Controller of each item of Data received from the DVLA from the point of receipt of that Data by the Supplier. The Customer shall be a Processor of the Data and is responsible for complying with data protection principles in relation to its further Processing of that Data.

D1.4. 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 this Agreement.

D1.5. The Customer shall at all times ensure that the Data provided to the Customer is only used for the Reasonable Causes and is used compliantly with Data Protection Legislation.

D1.6. The Supplier will answer any Data Subject Requests that it receives for the Data and for which it is the Controller, the Customer shall provide the Supplier with all assistance in responding to such Requests and shall pass all DS Requests immediately to the Supplier.

D1.7. The Customer shall consult with the Supplier who will instruct the Data Subject to contact DVLA where the Data Subject Request is pursuant to DVLA's activities as a Controller.

D1.8. The Customer shall notify the Supplier 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 into account any guidance issued by the Information Commissioner's Office. The Supplier may, amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioners Office on no less than 30 Working Days' notice to the Customer.

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, the requirements of Data Protection Legislation and His Majesty's Government Security Policy Framework.

D2.2. The Customer shall ensure the Data is processed in accordance with Data Protection Legislation guidance and codes 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 SECURITY REQUIREMENTS) and any other requirements that the DVLA shall make from time to time.

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

D2.5. The Customer shall not transfer or in any way make Data available to Third Parties unconnected with the Reasonable Causes in B2 of this Contract.

D3. Malicious Software

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

D3.2. Notwithstanding clause **D3.1**, if malicious software or Viruses are found, the parties shall co-operate to reduce the effect thereof and, particularly if it causes loss of operational efficiency or loss or corruption of Data, assist each other to mitigate any losses and to restore the Bulk 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 in full by the Customer where the Malicious Software or Virus originates from the Customer's or Sub-Contractor's software, any third party software or the Customer's data.

D4. Transfer of the Data outside the UK

D4.1. The Customer shall not transfer Personal Data outside of the UK, and shall not allow access to the data from outside the UK, unless the prior written consent of the Supplier has been obtained and the following conditions are fulfilled:

- a) the destination country has been recognised as adequate by the UK government in accordance with Article 45 UK GDPR or section 74 of the DPA 2018;
- b) the Customer has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 DPA 2018);
- c) the Data Subject has enforceable rights and effective legal remedies;
- d) the Customer complies with its obligations under Data Protection Legislation by providing an appropriate level of protection to any Personal Data that is transferred;
- e) the Customer complies with any reasonable instructions notified to it in advance by the DVLA with respect to the Processing of Personal Data; and
- f) ensure that transfers of Personal Data from the EEA to the UK comply with the EU GDPR and, where the transfer is safeguarded by Standard Contractual Clauses as issued by the European Commission, the conditions set down in those clauses are fully met;

D4.2. Where the Supplier 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 Processor, with prior written approval of the Supplier, and with whom the Customer shall have entered into a written contract, that requires the Processor to abide by the requirements in SCHEDULE 2 (MINIMUM DATA SECURITY REQUIREMENTS) and the terms for Sub-Contractors set out in SCHEDULE 3 (REQUIRED TERMS FOR CONTRACTS WITH SUB-CONTRACTORS); or

- b) if and to the extent expressly permitted by the main body of the Agreement, to an Intermediary or Third Party Customer with whom the Customer shall have entered into a written contract, that requires that Intermediary or Third Party Customer to abide by the requirements in SCHEDULE 2 (MINIMUM DATA SECURITY REQUIREMENTS), SCHEDULE 4 (REQUIREMENTS IN RELATION TO INTERMEDIARIES, THIRD PARTY CUSTOMERS AND REQUESTORS) and SCHEDULE 5 (RESTRICTIONS ON DISCLOSURE OF VEHICLE IDENTIFICATION NUMBER), and the Data is only released on a case-by-case basis where Reasonable Cause can be demonstrated; or
- c) with the prior written approval of the Supplier (which may be given, refused and withdrawn at the absolute discretion of the Supplier), providing the Data is released in accordance with Schedule 2 (Minimum Data Security Requirements), Schedule 4 (Requirements in relation to Intermediaries, Third Party Customers and Requestors) and Schedule 5 (Restrictions on Disclosure of VIN) and the Data is only released on a case-by-case basis where Reasonable Cause can be demonstrated; or
- d) if required to do so by Law.

D6. Retention of Data and Evidence

D6.1. In accordance with the Data Protection Legislation the Customer shall retain each item of Data only for as long as is necessary reference to the Reasonable Cause 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 the Data Protection Legislation, as soon as it is no longer necessary to retain it.

D6.3. The Customer shall retain for two years after Processing of the Data, to allow inspection by the Supplier or DVLA, the evidence that the Customer relies on to show its compliance with the requirements of the DVLA Contract extracts. There is no need, for 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 Bulk Data 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 the 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 the Supplier provide details of the outcome of such checks upon the Supplier's request.

D9. Audits and Reviews

D9.1. The Customer shall share with the Supplier and where required the DVLA the outcome of any other checks, audits or reviews that have been carried out on its activities as a Controller that are relevant to the Processing of the Data.

D9.2. The Customer shall notify the Supplier immediately, 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. Data Loss Event

D10.1. The Customer acknowledges that the Supplier and the DVLA has a continuing interest in the security of the Data that it shares and in knowing about any Data Loss Event that may occur whilst the Data is being processed by the Customer.

D10.2. The Customer shall notify the Supplier immediately of any Data Loss Event involving the Data that meets the criteria for notification to the Information Commissioner's Office or affected Data Subjects. The Customer will notify the Supplier periodically of Data Loss Events that do not meet these criteria.

D10.3. The Customer understands that it shall be responsible for notifying the Supplier and thereafter assisting the Supplier in relation to the incident including in determining whether reporting to the Information Commissioner's Office is necessary and, where appropriate, Data Subjects, and shall assist the Supplier to do so within the time limits required by Data Protection Legislation, and also for taking such action as is necessary to resolve the incident.

D11. Inspection by the Supplier

D11.1. The Supplier or an agent acting on its behalf reserves the right to carry out an inspection at any time of the Customer's compliance with the terms of this Agreement. Where possible, the Supplier 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 Supplier 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 Customer will respond as required to the findings and recommendations of any Supplier inspection and will provide updates as required on the implementation of any required actions.

D11.4. The Supplier 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 Supplier, be undesirable.

D11.5. The decision of the Supplier 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 Supplier will be entitled to be reimbursed by the Customer for all Supplier's reasonable costs incurred in the course of the inspection.

D12. Action on Complaint

D12.1. Where a complaint is received about the Customer, End User or Third Party Customer, which relates to any matter connected with the performance of the Customer's obligations under the Agreement or the use of Data, the Supplier may investigate the Complaint.

D12.2. The Customer shall provide any information relating to the Customer's requests for and use of the Data or the End Users use of the Data, as the Supplier may reasonably require as part of any investigation. The Supplier may, in its sole discretion, acting reasonably, uphold the complaint and take further action in accordance with the instructions or requirements of DVLA.

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 Agreement or any 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 Agreement 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 Supplier may:

- a) terminate and recover from the Customer the amount of any loss suffered resulting from the termination; or
- b) recover in full from the Customer any other loss sustained 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 Bulk Data Service.

F2.2. The Customer shall notify the Supplier 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 Supplier may:

a) terminate the Agreement and recover from the Customer the amount of any loss suffered by the Supplier resulting from the termination; or

b) recover in full from the Customer any other loss sustained 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 Supplier 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 Supplier.

F5.2. While on the Customer's Premises, the Supplier 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 Supplier shall notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement 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 etc. 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 Agreement.

G2. Publicity and Media

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

G2.2. The Customer shall not use the DVLA logo or create or approve any publicity implying or stating that the DVLA has a connection with any service provided to or by the Customer without the prior written approval of the Supplier and DVLA. Prior written approval of the Supplier and DVLA shall be obtained for each individual piece of publicity.

H1. Transfer and Sub-Contracting

H1.1. The Customer shall not assign, Sub-Contract or in any other way dispose of the Agreement or any part of it without the prior written permission of the Supplier.

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

H2. Insolvency

H2.1. The Customer shall notify the Supplier 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 Supplier immediately 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) suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of their business.

H3. Change of Control

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

J2. Termination for Material Breach

J2.1. A Party may terminate the Agreement with immediate effect by written notice to the other Party on or at any time after the occurrence of an event specified in clause **J2.2**.

J2.2. 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 [J2.2(a) NOT APPLIED AS BETWEEN CUSTOMER AND AUTO DATA GURU];

b) The Customer commits any three or more Defaults, whether simultaneously or singly at any time during the operation of the Agreement in respect of the DVLA Data, 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 relating to the DVLA Data and which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 Business Days after being notified in writing to do so.

J2.3. 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 Supplier the Material Breach is capable of remedy within the remedy period.

J3. Suspension of the Bulk Data Service

J3.1. If it comes to the attention of the Supplier that the Customer has committed any Default (including Material Breaches and all other Defaults), the Supplier may suspend the Bulk Data Service without further notice and with immediate effect and investigate the nature and effect of the breach. The length of the suspension period will be at the Supplier's discretion.

J3.2. The DVLA may from time to time issue guidance on its principles on suspending the Bulk Data Service and terminating contracts to supply Data using the Bulk Data 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; and guidance as to which types of breach the DVLA may consider to be irremediable. The Supplier shall pass on such guidance to the Customer without delay and the same shall thereby be applicable to the Customer's use of the DVLA Data.

J4. Effect of Suspension

J4.1. If the DVLA (or the Supplier acting on the DVLA's instructions) suspends the Bulk Data Service at any time, the Customer shall co-operate with any further investigation, audit or review that the Supplier and/or DVLA requires to be carried out in relation to the Data provided to the Customer.

J4.2. The DVLA (or the Supplier acting on the DVLA's instructions) may refuse to resume the Bulk Data Service until the Customer provides assurances that the matter resulting in the suspension has been resolved to the satisfaction of the DVLA (or the Supplier acting on the DVLA's instructions) and takes specified actions within a reasonable period set by the DVLA (or the Supplier acting on the DVLA's instructions).

J4.3. The DVLA (or the Supplier acting on the DVLA's instructions) may require that an inspection is carried out after the Bulk Data Service is resumed, to check the Customer's compliance with the Contract and Data Protection Legislation.

J4.4. The DVLA (or the Supplier acting on the DVLA's instructions) may where relevant and applicable require the Customer to pay the reconnection fee and the fee for any inspection before it will resume the Bulk Data Service.

J4.5. During any suspension period, the DVLA (or the Supplier acting on the DVLA's instructions) shall not provide Data to the Customer.

J4.6. The Customer shall reimburse the DVLA (or the Supplier acting on the DVLA's instructions) for all DVLA's and the Supplier's cost and expenses incurred in relation to the DVLA's right under clause **D9** 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 Bulk 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 of 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 in Respect of the DVLA Data

J6.1. The Supplier acting on the DVLA's instructions 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 Bulk Data 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 of Data Protection Legislation.

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. [J6.2 NOT APPLIED AS BETWEEN CUSTOMER AND AUTO DATA GURU];

J6.3. The Supplier acting on DVLA's instructions 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 Supplier acting on DVLA's instructions 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 Mental Capacity Act 2005 (as amended).

J7 Consequences of Suspension and Termination

J7.1. After the Bulk Data Service has been suspended or the Agreement has been terminated or both, the Customer shall continue to comply with its obligations under this Agreement 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. After the Bulk Data Service has been suspended or the Agreement has been terminated or both, the Customer will no longer have the right to use the Data already supplied.

J7.3. During the suspension period, the Customer is not permitted to process or transfer the Data received prior to suspension.