Licence Check Limited: End User Licence for Driving Licence Verification Service

IMPORTANT NOTE: These terms and conditions include minimum obligations that Licence Check Limited are required to pass on to Clients accessing and using Licence Holder data managed by the DVLA. These terms and conditions include minimum obligations that Licence Check Limited are required to pass on to Clients accessing and using Licence Holder data managed by the DVLA.

Definitions and Interpretation
In this document and the Order Form the words and expressions set out below have the following meanings unless the context otherwise requires: -

"**ADD**" means "Access to Driver Data" the service provided by the DVLA under licence to the Company to allow requests for individual Licence Holder records to be submitted to the IEP (Independent Enquiries Platform) the central database containing the driving licence records for Great Britain (England, Scotland and Wales).

"**Approval**" means the completion of the Data Processing Declaration form or E-Approval process.

"**E-Approval**" means the use by the Client of any procedure(s) as meeting the minimum requirements for electronic Permissioned solutions and therefore considered suitable for use as an alternative to the D906/ADD paper-based Permission process. In order be considered suitable, the E-Approval process must satisfy a number of criteria specified by the DVLA, including a verification of the Licence Holder identity, clear notices about the legal purpose for collecting the information, its duration and effect, an opportunity to refuse or withdraw Permission, privacy notice and the required wording for a formal declaration of Permission. For the avoidance of doubt, E-Approval is not available as an option for Requests to DVA NI.

"**Basic CPC and Tacho Data**" means the information stored as part of the driver record within the DVLA ADD service. This includes the Tacho Card number, validity dates and a status code and CPC valid from and to dates for LGV and PSV.

"**Client**" means the legal entity or person that purchases the Service including any third-party products or solutions that are attached to or incorporated within the Service from the Company.

"**Client Driver**" means a Data Subject who is registered in the portal and is associated with or linked to a Client Account as a Permitted User.

"**CPC**" means Certificate of Professional Competence for vocational drivers of lorries and buses.

"**Credit**" means an electronic token allocated to your account which is redeemed for a single Verification check or submission to Agent.

"**Company**" means Licence Check Limited whose registered office is at Century House, St James Court, Friar Gate, Derby DE1 1BT, United Kingdom. It will also include any sub-contractors and agents that we appoint to deliver the Service to the Client.

"**Contract Start Date**" the date specified on the Order Form."

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

"**CPC**" means Certificate of Professional Competence for vocational drivers of lorries and buses.

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

"**Data Subject**" means the individual employee, potential employee, dependent driver or contractor whose Driver Information is provided by the Client or by the Client Driver at the request or instruction of the Client and whose Client Information and Output Data will be processed through the Service.

"**Data Protection Data Processing Declaration Form/Driver Data Processing Declaration Form/Data Processing Declaration Form/DPD**" means the D906/ADD Driver Data Processing Declaration Form issued in approved format, naming the Client and the Company, with the relevant details completed by the driver and signed by them indicating they have been notified for the justification for searches against their driver record held by the DVLA. The Data Processing Declaration Form lasts for 3 years from the date of issue unless (i) it is withdrawn by the Licence Holder, or (ii) the Licence Holder ceases to work for the Client named in the Data Processing Declaration Form or (iii) the Licence Holder ceases to drive in connection with their employment with the Client.

"**Date of Commencement**" or "**Start Date**" means the date on the Order Form, or in the absence of such date, the date the DLVS service is made available to the Client.

"**Demonstrable Business Need**" means a legitimate and lawful justification for requesting and retrieving driving licence validity, entitlement and other information relating to the driver record maintained by the DVLA or DVANI.

"**Department**" means the Department for Transport.

"**Driving Licence Check**" means the checking of a Data Subject's driving licence information against the records held centrally by the Driver Vehicle and Licensing Agency (DVLA) for that individual with a view to confirming their licence status, penalties, endorsements, revocations disqualification, suspension and confirming their entitlement to drive their vehicle.

"**Driving Licence Verification Service (DLVS)/Service**" means the service developed by the Company to request and process information found in individual driver records managed and maintained by the DVLA in their IEP (Integrated Enquiry Platform) that relates to that Licence Holder's driving licence validity and entitlement as well as any convictions, disqualifications, revocations, suspensions, endorsements and penalty points. This information is supplied to the Client by the Company under licence from the DVLA subject to the terms of this Agreement.

"**DQ3/Nil 3 Result**" means a record returned with 'licence holder suppressed record' status following a Request to the DVLA against that licence holder's record. This means that the record is not available electronically from the DVLA and a manual submission will need to be made to obtain the details in the licence holder record. There are a number of reasons for which a record may be marked. A full list is available on request from the Company.

DVA NI" means the Driver and Vehicle Agency Northern Ireland, an executive agency of the Department of the Environment Northern Ireland.

"**DVLA**" means the Driver and Vehicle Licensing Agency, an Executive Agency of the Department for Transport acting on behalf of the Secretary of State for Transport which maintains a computerised register of drivers and driver licence data.

"**DVLA Representative**" means a competent person appointed by the DVLA to represent them.

"**External Agency**" means any third-party organisation that provides services to the Client through the Portal. It will include (but is not limited to) the provision of services or information by the Driver Vehicle and Licensing Agency (DVLA), the provision of information by Driver and Vehicle Standards Agency (DVSA) and

the provision of electronic identify verification information and document checking services by third party suppliers.

"**IEP**" means the Integrated Enquiry Platform a system developed by the DVLA to manage, maintain and deliver information relating to driver records.

"**Inactive Account**" means you have not submitted any new D906 Data Processing Declaration Forms or used an E-Approval process to register a new driver or rechecked any existing Licence Holder records for a continuous 12 month period or purchased new credits during the same period to enable you to recheck existing drivers recorded in the DLVS system.

"**"Intellectual Property Rights" or "IPR"** means (i) patents, rights to inventions, rights in designs, trademarks and trade names, copyright and related rights, rights in goodwill, database rights, know-how and confidential information, whether registered or not; (ii) all other intellectual property rights or forms of protection and similar or equivalent rights anywhere in the world (whether registered or not) which currently exist or are recognised in the future; and (iii) all applications, extensions and renewals to any such rights.

"**Licence Holder**" the individual who is the subject of the driver record enquiry to the DVLA IEP system using the DLVS and in respect of whom information regarding the validity of their driving licence, entitlement, status and history is sought by the Client.

"**Order Form**" means the order form annexed to or relating to this Agreement as accepted by the Client containing Client contact information, details of the Credits purchased, the Price agreed for those credits, the Date of Commencement and any purchase order reference details.

"**Output Data"** means the results returned by a Verification Check.

"**Papers**" means any document hand written or electronically produced, in words, as illustrations or images, or any record of any information in any form.

"**Party**" shall mean a Party to this Agreement.

"**Permission"** means acquiescence on the part of the Licence Holder to a check being made against their DVLA driver record in accordance with the Permission statement on any published form in in the E-Approval process.

"**Personal Data**" means any information relating to an individual or identifiable natural person who can be identified directly or indirectly from the information requested, retrieved and stored in DLVS, It includes (but is not limited to) the following information: names (including former names), address (home and work), postcode, email, telephone numbers, driving licence number and gender.

"**Permitted User**" means anyone who has been given access to the Service by the Client.

"**Portal**" means the Company DLVS accessed by the Client via their Account. The Portal may be used by the Client and individual drivers to submit Driver Information and to manage and view results and reports.

"**Replacement Date**" means the **26th May 2018**.

"**Request"** means an enquiry to the DVLA service in respect of the Data Subject.

"**Special Categories of Personal Data**" shall have the meaning found in the GDPR and will include personal information including any criminal convictions or penalties, the release of which is likely to cause harm or distress.

Spent" means that the Client's credit stored in their Account has been decremented following a driving licence check submission. Occasionally this check or Verification submission may not provide a full record result on a driver record for a specific reason. This includes all rejected licence Requests with system status DQ3 results which may not provide an electronic Verification record due to conditions held on the driver record by the DVLA. DQ3 results known as 'driver suppressed records' will incur a further charge equivalent to the single check Price, or submission(s) rate, i.e. one charge on original submission

and one for the second manual submission. The additional charge is due to the incremental administration charges incurred by Company in manually loading the driver data to your DLVS account and which is outside the control of the Company and solely due to the driver record status.

"**System Administrator**" means the individual(s) named as such on the Order Form or their replacement(s) as notified to us.

"**Tacho Data**" means the Driver Qualification Number and expiry date(s).

"**Verification**" or "Verification Check" means the checking of a Licence Holders driving licence information against the record held centrally by the DVLA for that individual with a view to confirming their driving licence status, penalties, endorsements, revocations, disqualifications, suspensions and their entitlement to drive their vehicle.

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

1.   Commencement & Duration

1.1.   These Minimum Terms (the "Agreement") will apply from the Contract Start Date and will continue to apply whilst the Company provides the DLVS service to the Client.

1.2.   The provisions of clauses 6,7, 8, 9,10, 15 & 17 shall survive the termination of this Agreement.

2.   Provision of the Service

2.1.   The use of the DLVS and Portal is subject to the terms and conditions of this Agreement.

2.2.   On receipt of all required information from the Client and completion of an Order Form, the Company shall set up a Client Account and register the System Administrator(s).

2.3.   The Client will be responsible for:

2.3.1.   ensuring that it has a minimum of 1 System Administrator who will be familiar with the use of the Service and will be the first point of contact for all Permitted Users of the DLVS;

2.3.2.   letting the Company have details of any changes to the Client's System Administrator's contact details without undue delay; and

2.3.3.   providing the telecommunications and network services and correctly configured hardware and other equipment needed to connect to the Service.

2.4.   Occasionally the Company may:

2.4.1.   change the technical specification of the Service for operational reasons, provided that any change to the technical specification does not materially reduce the performance of the Service;

2.4.2.   give the Client instructions which it reasonably believes are necessary for reasons of health, safety or the quality of any service provided by the Company to the Client or any other client and the Client shall comply with such instructions; and/or

2.4.3.   suspend the Service for operational reasons such as repair, maintenance or improvement or because of an emergency and the Company will give the Client as much written or oral notice as possible and the Service will be restored as soon as possible.

2.5.   Although the Company aims to provide an uninterrupted Service, due to the Company's reliance on third party

suppliers, government agencies and telecommunication services over whom the Company has no direct control, from time to time faults or interruptions in the Service may occur. In the event that such a fault does occur, the Company will endeavour to procure repairs the fault in accordance with any service levels as soon as circumstances allow.

3. Rights and Duties

3.1. The Client must have a Demonstrable Business Need or lawful justification for accessing the DVLA IEP database using the Company's DLVS and any driver records and data requested and provided through the Service must be used only for the specific purpose for which the enquiry was made.

3.2. Any Licence Holder data provided to the Client under this Agreement cannot be obtained or further processed for reasons incompatible with the purpose for which it was obtained and for which the data subject (the Licence Holder) gave their Permission.

3.3. Licence Holder Personal Data cannot be used for identity verification purposes or for the identification or tracing of individuals.

3.4. Under the terms of the General Data Protection Regulation (EU) 2016/679 (**GDPR**) the Company and the DVLA are required to obtain Permission to a Driving Licence Check from the Licence Holder before releasing the information through the Company's Services to the Client. It is the absolute responsibility of the Client to ensure that this Permission is granted prior to any request being submitted to the DLVS.

3.5. The Client shall appoint a suitable Administrator to manage their DLVS service and account. The Company shall provide suitable training for the nominated Administrator to ensure that they are familiar with the day-to-day management and administration of the Service.

3.6. The Client will not use or attempt to use the DLVS for driver checking without proper Permission from the Licence Holder, this Permission to be effective at the date of any initial DLVS enquiry and remaining effective thereafter during the maximum 3 year term of the Data Processing Declaration Form. Retrospective Permission or no Permission will be unacceptable and will constitute a material and irremediable breach of this Agreement.

3.7. The Client shall put in place a procedure to allow a Licence Holder to withdraw their Permission and for the Company to be notified of this withdrawal within a reasonable time thereafter.

3.8. The Client shall be responsible for informing Licence Holders who do not wish to complete a Data Protection Data Processing Declaration Form or go through the E-Approval Process of the alternatives that are considered by the DVLA to be acceptable methods of establishing validity and entitlement including (but not limited to) the following:-

    3.8.1. Presentation of the physical driving licence

    3.8.2. Presentation of the physical driving licence along with a signed declaration,

    3.8.3. Presentation of the physical licence along with a postal DVLA data subject check

    3.8.4. Presentation of the physical licence along with a valid code for the DVLA Check my Driving Licence Service.

3.9. The Company will perform its services with reasonable care, diligence and skill and in accordance with relevant legislative and statutory requirements.

3.10. It is the Company's intention that the DLVS should be available to the Client on a 24/7 basis. However, in order to provide this Service, the Company relies upon external infrastructure systems, services and communications links that are not under its direct control or management. The Company does not warrant or guarantee the availability of any third-party services or communications links or external infrastructure, broadband availability, hosting facility or the fitness or suitability of any equipment used to provide the service that is outside its immediate and direct control (i.e. outside the company firewall).

3.11. The Company does not warrant the availability of ADD and/or any other services provided by the DVLA, or the completeness, accuracy, quality or fitness for purpose of any Licence Holder information within the DVLA IEP database.

4. Payments

4.1. The Service uses a credit or token-based system to manage Client access to the DLVS. Each Check decrements the token pool within the Client account. The Company will invoice the Client in advance at the agreed Price per Credit as stated on the Order Form, to be spent as required in order to complete the Verification process.

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

4.3. All Prices per Credit stated on the Order Form relate only to Checks ordered on that Order Form. Any future or additional quantities of Checks ordered by the Client may be subject to Price changes.

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

4.5. All prices and rates quoted are exclusive of Value Added Tax, for which the Client shall be additionally liable at the prevailing rate.

4.6. The Company will invoice the Client for the provision of the DLVS or other service(s) ordered or delivered at any time to the Client and the Client agrees to settle such issued invoice in full before any services will be delivered, unless any separate Agreement has been made between both Parties which has been confirmed in writing.

4.7. Where separate credit terms have been agreed, any payment not received from the Client by any agreed due date, shall entitle the Company, without affecting or limiting any other right or remedy, to charge interest on the outstanding amount at the rate of 6 per cent above the base rate of Barclays Bank plc and such interest to be compounded monthly and added to the amount of the principal then outstanding, until the full balance or outstanding amount (together with accrued interest) is settled in full with cleared funds.

4.8. The Client further agrees to reimburse to Company on demand all, costs, fees and expenses incurred by Company in recovering any overdue payments including without limitation, the costs of retaining professional advisers and/ or appointing external agents and/or issuing court or analogous proceedings.

5. Suspension & Termination of Service

5.1. The DVLA have an independent right to suspend access to ADD where there has been a breach of security or an audit finds that the Client's Permitted Users are improperly Permissioned or the E-Approval process has not been used. In this event the Client will immediately lose access to the services for any new driving licence enquiries or scheduled rechecks until access is restored.

5.2. The Company may suspend all or part of the Service immediately and without notice upon the Client's breach of any term of this Agreement including without limitation its breach of any obligation to make payment against an undisputed invoice or following a breach of the GDPR requirement in clause 17

5.3. Either Party may terminate this Agreement by giving notice in writing at least 90 days before the end of the Initial Period or Renewal Period in line with clause **Error! Reference source not found.**.

5.4. Either Party may terminate this Agreement (or the Company can terminate access to specific part of the Service) on immediate notice in writing to the other Party in the following cases:

(a) the other Party commits a material or persistent breach of this Agreement which can be remedied, but fails to remedy the breach within 20 Business Days of a written notice to do so;

(b) the other Party commits a material or persistent breach of this Agreement which cannot be remedied.

(c) any meeting of creditors of the other Party is held or any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) is proposed or entered into by or in relation to the other Party (other than for the purpose of a bona fide solvent re-construction, re-organisation or amalgamation);

(d) the other Party ceases or threatens to cease carrying on business or is or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;

(e) a nominee, supervisor, receiver, administrator, administrative receiver or liquidator is appointed in respect of the other Party or any encumbrancer takes possession of, or any distress, lien, execution or other process is levied or enforced (and is not discharged within seven days) upon, the assets of the other Party;

(f) an order is made for the bankruptcy or winding-up of the other Party or a resolution for its winding up is passed;

(g) a notice of intention to appoint an administrator is filed with the court or served on any creditor of the other Party;

(h) an application for an administration order is issued at court in respect of the other Party;

(i) a meeting is convened for the purpose of considering a resolution for the winding up of the other Party or the making of an application for an administration order or the dissolution of the other Party;

(j) any event analogous to any of clause (c) to (i) above occurs in any jurisdiction;

(k) the other Party, being an individual, dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation;

(l) the other Party is prevented by an Event of Force Majeure from performing any of its responsibilities under this Agreement for a period of three consecutive calendar months or more.

5.5. When this Agreement terminates the Client will:

(a) cease using the Service or in the case where access to specific parts of the Service has been terminated cease to use the specific parts;

(b) return or destroy (at the Company's option and request) any confidential information belonging to the Company in its possession or control;

(c) immediately pay any outstanding invoices submitted to the Client for any Charges due for the Service provided whether the invoice was submitted before or after the termination of this Agreement.

5.6 The termination of this Agreement does not affect the accrued rights, remedies and obligations or liabilities of the Parties existing at termination. Nor shall it affect the continuation in force of any provision of this Agreement that is expressly or by implication intended to continue in force after termination.

5.7 In the event of any termination of the DLVS without any fault or breach on their part, the Client will be entitled to a refund of any advance fees paid for driving licence checks on a pro-rata basis. Where fees are due for any checks that have been completed, these will continue to be due to the Company.

5.8 Where the Contract is terminated by Client in accordance with 5.3 all Credits not Spent at the effective date of termination will be forfeit. Where the Contract is terminated by the Company under this clause, any Credits not Spent at this date will be refunded.

5.9 Where the Client Account becomes an Inactive Account all Credits not Spent will be forfeited.

5.10 Any legitimate complaints received from Data Subject concerning details that have been obtained unlawfully must be passed to the DVLA. If the Company has evidence that Personal Data following an enquiry to the Service has been obtained or used inappropriately we may entirely at our sole discretion withdraw access to the DLVS or suspend the Client Account until a full investigation has taken place pending a final decision.

5.11 The Company will immediately suspend the Service if there is shown to be any breach of security and that suspension will take place without Company giving the Client notice.

5.12 The Client agrees to assist with and respond to all reasonable requests for information during any investigation.

6. D906/ADD Written Driver Data Processing Declaration Form and E-Approval Requirements

6.1. The Client acknowledges that the Company will use the D906/ADD Driver Data Processing Declaration Form details or E-Approval information provided to the Company to verify the Licence Holder details with the DVLA.

6.2. Any DVA NI requests for licence information **_do not_** form part of the online DLVS service and will therefore require a manual submission for which a different process and a **_separate charge_** will be incurred. This additional charge information is available on request from the Company.

6.3. Although Basic CPC and Tacho Data is included as part of the driving licence checking service from the DVLA, detailed CPC information relating to training courses attended is currently only available to drivers.

6.4. To enable the Company to meet the terms of this Agreement and satisfy the DVLA requirements for the provision of Licence Holder Personal Data, the Client agrees to use the DLVS to create, process, produce and print a D906/ADD Driver Data Processing Declaration Form or alternatively to use E-Approval (as appropriate) according to the circumstances.

6.5. The Company will only accept Company pre-formatted or system generated D906/ADD Driver Data Processing Declaration Forms for DLVS. Where E-Approval is used or intended to be used, this must satisfy any guidelines or

requirements that are published by the Company or the DVLA.

6.6. All D906/ADD Driver Data Processing Declaration Form submitted for verification should be checked for completeness by the Client before being returned to the Company.

6.7. The Client agrees to submit all D906/ADD Driver Data Processing Declaration Forms within timescale of no more than 3 months from the date of Data Processing Declaration Form creation.

6.8. Where the Client uses E-Approval, any link or request shall cease to be effective after a maximum period of 28 days unless there is specific Agreement with the Company for a longer period.

6.9. The Client accepts full responsibility for the accuracy of all information supplied in the D906/ADD Driver Data Processing Declaration Form and/or any electronic data or record used in the E-Approval process.

6.10. The Client agrees to procure Permission from the Licence Holder named on the D906/ADD Driver Data Processing Declaration Form or in any electronic record used in a Request as a pre-condition to its submission to Company and DVLA. The Client takes full responsibility for informing their drivers of the consequences of any failure to complete and sign a D906/ADD DPD or give E-Approval or otherwise provide the required Permission for a driving licence check.

6.11. The D906/ADD Driver Data Processing Declaration Form should be 'hand signed' by the Licence Holder in the appropriate section labelled 'Driver Declaration' after explicit Permission has been granted by the named person and which provides full Permission to carry out the Verification check and conforms to the GDPR.

6.12. Where the Client proposes to use a DLVS E-Approval solution or service, integrated within their own software application they must either use the existing E-Approval process or method or submit an alternative proposed method or variation to the E-Approval process to the Company for formal approval before offering or making such application available to Licence Holders and Administrators (as appropriate). It shall be the responsibility of the Client to ensure that their application follows the E-Approval model and meets the minimum requirements listed by the DVLA.

6.13. If Data Subject does not wish to provide explicit Permission by agreeing to sign a D906/ADD Driver Data Processing Declaration Form or E-Approval then an alternative method must be offered by the Client as listed in Clause 3.8. This alternative method is not included within the terms of this standard form Data Processing Declaration Form.

6.14. Originals, photocopies, fax copies and electronically scanned copies of D906/ADD Driver Data Processing Declaration Forms are acceptable to the Company. However, this is strictly on the basis that they are of 'good quality and clearly legible'. This means:

5.14.1. handwriting and printed wording must not be obscured in any way shape or form or have been tampered with;

5.14.2. correction fluid or any other form of masking will render the form invalid;

5.14.3. D906/ADD Driver Data Processing Declaration Forms should only be electronically scanned as a PDF for the purpose of electronically forwarding to Company via email and must not be used for any other purpose;

5.14.4. all fax and emailed PDF copies of D906/ADD Driver Data Processing Declaration Forms must be full size (A4) copies of the original

6.15. All D906/ADD Data Processing Declaration Forms that are not compliant with the above or are not clearly signed by Data Subject will be rejected by the Company.

6.16. The Client further agrees to supply to the Licence Holder all such documentation relating to the submission of the D906/ADD Driver Data Processing Declaration Form and/or verification as the Company may require whether prior to, or after submission of the relevant D906/ADD Driver Data Processing Declaration Form. Failure to provide sufficient information about Licence Holder who is the subject of the enquiry, or failure of Driver to sign the declaration will result in the D906/ADD Driver Data Processing Declaration Form being rejected.

6.17. Where the Licence Holder fails to tick any Permission boxes or otherwise omits or fails to satisfy any E-Approval requirement or to complete or pass any identity check or other form of electronic validation or withdraws or refuses any Permission necessary for the Client to request a DVLA check using E-Approval the process must be abandoned and, if necessary, re-started anew.

6.18. It is recommended that D906/ADD Driver Data Processing Declaration Forms are submitted to Company no later than 15:00 hrs (UK time) on any weekday to ensure that driver records are submitted automatically to DVLA on the same day. Late arrival may mean submission will take place on the next working day.

6.19. The Company may at any time without notifying Client, update or change the DLVS at the sole discretion of the Company where this is considered necessary for service improvements or to comply with safety, security or other statutory requirements provided this does not detrimentally affect the service itself. Wherever possible the Company will notify the Client in advance of such changes and the reasons for introducing them and where it is practical to do so will provide a reasonable period of notice in advance of their introduction. Notification may be by e-mail broadcast, by email, by telephone or published on www.licencecheck.co.uk according to the nature of the change and its likely material effect on Clients and LA's in terms any operational consequence or procedural change that may be required to accommodate such update or service modification.

6.20. The Company will provide the DLVS in accordance with the D906/ADD Driver Data Processing Declaration Form or approved/permitted E-Approval procedure. Any changes required by Client must be specified in writing and agreed by both the Company and DVLA.

6.21. The Client must invoke archive records and delete records and histories within the Servicer immediately for any Licence Holder who withdraws their Approval to the Service or is no longer employed by or under the control of the Client or who ceases to drive on behalf of the Client.

7. Security and Storage of Driver Data

7.1. The Client should at minimum ensure the following:

7.1.1. That their I.T systems are protected with a regularly updated and industry standard Anti-Virus software as well as ensuring that appropriate hardware protection, backup procedures and firewalls are in place commensurate with the nature of the data being stored and the risk of loss or damage.

7.1.2. That Administrator and Users have a unique User ID to monitor access and prevent unauthorised access to Licence Holder records within the DLVS Service.

7.1.3. That access rights to personal information should be restricted to those employees and who need to know or have access to that data in order to discharge their function effectively.

7.1.4. Where access is necessary in these circumstances it should be restricted to the minimum levels possible.

7.1.5. That Client employees, agents or sub-contractors who have or may have access to Personal Data or Special Categories of Personal Data are considered suitable, trustworthy and have undergone some form of security clearance or vetting appropriate to their levels of authority and access.

7.1.6. That there is a suitably robust password policy and protocol in place to prevent unauthorised access to DLVS and Licence Holder records, this policy to include (but is not limited to) requirements for password strength and change protocols and a prohibition against the sharing of passwords or the use of another employee's password to access DLVS.

7.1.7. That there are policies and supporting documentation in place to ensure the security and integrity of information stored electronically.

7.1.8. That a risk assessment has been carried out and is regularly reviewed to ensure that the security arrangements in place are proportionate to the needs of the business and the perceived risk of destruction or loss of or damage to Client data within DLVS.

7.2. All records containing Personal Data obtained from DLVS should be retained by the Client in a secure manner. This will include any Special Categories of Personal Data relating to individual Licence Holder convictions, suspensions, endorsements, disqualifications or penalty points.

7.3. Where Personal Data and Special Categories of Personal Data obtained from the DLVS is held in paper format by the Client or downloaded and printed, it must be retained on secure premises and locked away to prevent unauthorised access. Where this information is stored electronically within IT systems, either hosted or on I.T systems owned or managed by the Client there should be suitable controls are in place to prevent unauthorised access. These controls must include prohibitions on the use of removable media to store or access this data and strict security and encryption requirements for mobile devices and laptops.

7.4. Protected data must be destroyed or deleted securely when there is no continuing business need to retain the information. For the avoidance of doubt Clients should pulp, incinerate or shred paper records or dispose of these through a secure third-party agency who can certify proper destruction, or where the information is stored electronically, securely cleanse the Personal Data from any magnetic storage medium by deletion and overwriting and/or use an approved destruction process for such media.

Personal Data (including Special Categories of Personal Data) may not be stored, transferred or accessed overseas by the Client without the express written permission of the DVLA. This will include cases where the Personal Data is stored in the UK but can be accessed from overseas. Overseas means outside the EEA.

8. Brand and Trade mark.

8.1. The Company does not grant the Client any licence to use The Company's, the DVLA's or the Department's brand, logo or trademark in connection with any advertising or promotional purposes whatsoever, although the Client may make known the fact that the Service provided through the Company uses data derived from the DVLA records database but may not represent explicitly or otherwise that the relationship extends beyond that of data owner/supplier and customer via an intermediary (the Company). The Customer may not imply or suggest

that they have a direct link to the DVLA IEP database where no such direct link exists.

8.2. The Client may not adopt, adapt or use any trademark, symbol, image or other device which is similar to the DVLA's brands, logo or trade mark, nor shall they attempt to register any image, mark, symbol or device which is similar or is sufficiently derivative that it is likely to cause confusion.

8.3. This clause 8 applies to the use of "DVLA" and "Department" and all variations of the same in any electronic or physical media, whether featuring as hidden or visible text.

9. Client Management of Data.

9.1. Evidence and records containing Personal Data obtained from the DLVS system must be destroyed or disposed of securely after the expiration of any retention period(s). The Client is given the ability to archive, edit and delete Licence Holder records and histories within the Service and as Data Controller is responsible for doing so.

9.2. The Company will only modify or delete data upon express instruction from the Client.

9.3. Personal data obtained from the DVLA may not be transferred, accessed or stored outside the EEA.

10. Confidentiality

10.1. Both Parties will take reasonable steps to make sure that their respective officers, employees, agents and sub-contractors do not pass any confidential information about the others business affairs, customers, clients, employees, products, services, processes, future plans, documentation or know-how to any other person unless they are authorised to do so by the other Party.

10.2. Confidential information may only be used by a Party for performing its obligations under this Agreement. Each Party can disclose the other Party's confidential Information to:

(m) its officers, employees, advisors and External Agencies where there is a need to disclose such information in order to perform this Agreement, but only to the extent that it is necessary to do so and the fact that the information is confidential must be made known to the person receiving the information; or

(n) where this is required in legal proceedings or under government instructions but only to the extent required to comply; or

(o) where the person receiving the information already knows or is aware of the information being disclosed from another legitimate source; or

(p) the information has become generally public from another source and not through a breach of this Agreement.

10.3. Personal Data about any Data Subject that is supplied in the provision of the Service shall be considered to be confidential information by both Parties.

10.4. Each Party when considering the precautions to be taken to protect the other's confidential information should apply the same degree of care that they would apply to protecting their own confidential information of a similar character and certainly no less care than a reasonable person would in the circumstances.

11. Force Majeure

11.1 For the purpose of this Agreement "Force Majeure" means anything which prevents Client, Company or the DVLA from carrying out their obligations under this Agreement. This

could arise from or be attributable to acts, events, omissions or accidents beyond the reasonable control of the Party so prevented including without limitation strikes, lock-outs or other industrial dispute, unavailability of third Party services, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or fault of Company or subcontractor.

11.2 If either Client or Company are prevented or delayed in the delivery of any of its obligations under this Agreement by Force Majeure, that Party shall forthwith serve notice in writing on the other Party specifying the circumstances giving rise to Force Majeure, and shall subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure events during the continuation of such events, and for such time after they cease as is necessary for that Party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.

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

12   Dispute Resolution

12.1 Nothing in this Clause 12 shall relieve the Company or Client from any obligation arising under or in connection with this Agreement, or prevent the resolution of any dispute, difference or question between Company or Client arising out of or in connection with this Contract (in this Clause 12 , a 'Matter')

12.2 Where any Matter cannot be resolved between Company or Client, either of them shall be entitled, by written notice to the other, to refer the Matter to a Senior Representative of each Party in accordance with 12.3 below. Except as strictly required to preserve the legal rights of Company or Client (as the case may be) or to obtain interim relief, neither Party shall commence Court proceedings until the Matter has been referred in accordance with this Clause 12.2.

12.3 Where a notice of referral has been given as above in Clause 12.2, a Senior Representative of each Party shall meet within 15 working days from, but excluding, the date when the recipient receives the notice of referral, to endeavour to resolve the Matter. Each Senior Representative may be accompanied to such meeting by up to three persons as the Senior Representative considers appropriate. Unless otherwise agreed by each Party, the Senior Representatives shall not have had direct operational involvement in the Matter or in private negotiations in relation to the Matter.

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

12.5 Where both Parties are unable to agree a resolution to the Matter, either Party may Request (in this Clause the requesting Party shall be the Requester) that the other (in this Clause the other shall be the Recipient) enters into a process of mediation in a further effort to resolve the Matter. Any Request shall:

12.5.1 be made in writing

12.5.2 propose in outline the process to be adopted including provision for sharing of costs, volume of documentation, and the complexity of the Matter.

12.6 The Recipient shall, within 15 working days from, but excluding the date it receives the Request:

12.6.1 determine whether it considers it appropriate to use the process proposed in an effort to resolve the Matter; and

12.6.2 send written notice of its determination to Requester. If Recipient does not consider it appropriate to use the proposed process, Recipient shall give brief reasons for that determination.

12.7 If the Recipient's determination is that it is not appropriate to us the proposed process, the written notice shall;

12.7.1 state what is acceptable and what is not (if anything)

12.7.2 make proposals that the Recipient considers should have been dealt with in the original Request but were not dealt with.

12.8 Where the Recipient determines that is appropriate to use the specified process, both Parties shall use reasonable endeavours to conclude an Agreement to operate the specified process.

12.9 Where the Parties are unable to agree upon the specified process or are otherwise unable to agree a resolution the Matter, they may jointly agree to refer the matter to independent arbitration or severally to the courts of England and Wales for judgment.

13   Warranty and Limitations

13.1 The Company warrants that it will use reasonable care and skill in the provision of the Service to the Client.

13.2 Neither Party excludes or restricts its liability for death or personal injury caused by any negligence or for any loss or damages caused by fraudulent misrepresentation or any other type of liability that cannot be excluded or limited by law.

13.3 Neither Party excludes or limits it liability for the indemnities in this Agreement for infringement of intellectual property rights (clause 15), breaches of the General Data Protection Regulation and any associated legislation or regulations (clause 17), and losses or damages for breaches of the confidentiality undertakings (clause 10).

13.4 Subject to clauses 13.2 and 13.3 the Parties agree to limit their liability for negligence, breaches of contract or in the event of any non-fraudulent misrepresentation or other action as follows:

(a)   neither Party will be liable for any loss of profits, business, anticipated savings, loss of reputation, destruction or deletion of any data or any other special indirect or consequential loss or damage;

(b)   in the case of any other losses or damages, each Party's liability to each other in any 12-month period arising out of or in connection with this Agreement is limited to the amount of the aggregated Charges paid or payable to Company for the Service in the 12 months immediately preceding the date that the cause of action arose or a maximum of £50,000 whichever is the greater.

13.5. The Client agrees and accepts that where part of the Service is provided to it directly by External Agencies, the Company is acting as the agent or sub-licensee of these External Agencies only under the Company's pre-existing arrangements with them to provide their services to Clients.

13.6. The Company, to the fullest extent permitted by law, is not liable to the Client under this Agreement for the services or output data provided by External Agencies and the Company shall not be liable or their failure or delay in the provision of those services, nor for any harm, loss or damages that a Client might suffer as a consequence of the provision of or failure to provide those services or reliance on the output data or for any negligence or misrepresentation by the External Agency or any errors or omissions in materials provided by or derived from data or information supplied or provided by the External Agencies.

13.7. The Company's aim is to provide the Client with access to an uninterrupted Service, but the Company is unable to guarantee that the Service will be uninterrupted due to its reliance on third-party suppliers, over whom it has no direct control, and telecommunication services. Accordingly, the Client accepts that the Service is provided without any warranties, including without limitation, as to accuracy, suitability for purpose and uninterrupted availability. The Client agrees that except as expressly set out in this Agreement, all warranties, conditions and other terms relating to the Service and this Agreement whether express or implied by statute, law, custom or otherwise are, to the fullest extent permitted by law, excluded from this Agreement.

14   Rights of Third Parties

14.1 A person who is not a Party to the Contract shall have no rights under or in connection with it.

15.   Intellectual Property Rights & Indemnity

15.1. All pre-existing Intellectual Property Rights of the Client or External Agencies will remain with the Client or External Agencies and will not be transferred to the Company or any other party by this Agreement.

15.2. All Intellectual Property Rights in and/or relating to the Service, the Portal, any associated third-party solution or service and the Output Data shall remain the property of the Company, the External Agencies and/or the Company's third-party licensors. The Client shall acquire no rights in the Service, the Portal or the Output Data or to the documentation or the Service (or any software or other application, data or information comprising or forming part of the same) other than the right to use the Service, Portal and Output Data and documentation in accordance with the terms of this Agreement. This Agreement shall not operate as an assignment of any Intellectual Property Rights.

15.3. The Client shall not remove or tamper with any copyright notice attached to any Output Data or other materials supplied to it pursuant to this Agreement. The provisions of this clause shall continue to operate after the termination of this Agreement.

15.4. Save to the extent permitted by law, the Client shall not modify, merge or combine with any other software or documentation or reverse engineer or decompile the whole or any part of Service or Output Data.

15.5. If any third party makes or threatens to make a claim against the Company, the Client or one of the Company's third-party suppliers and/or the External Agencies, that the use of the Service (including without limitation any item, information and data and/or Output Data that the Company supplies to the Client and associated documentation issued to the Client) or part thereof infringes any third party's IPR, the Company shall be entitled to do one or more of the following: -
(a)   suspend any part or aspect of the Service that is subject to the infringement claim made by the third party;

(b)   modify the Service, or item provided as part of the Service, so as to avoid any alleged infringement, provided that the modification does not materially affect the performance of the Service;
(c)   terminate the Agreement upon written notice to the Client.

15.6. The Company will indemnify the Client against all liabilities, costs, expenses, damages and losses incurred by the Client as a direct result of any third party making or threatening to make a claim against the Client that its use of the Service, Portal and/or Output Data in accordance with the terms of this Agreement infringes that third party's Intellectual Property Rights (a **"Claim"**) provided that the Client:
(a)   notifies the Company promptly in writing of any Claim;
(b)   makes no admission or compromise relating to the Claim or otherwise prejudices the Company's defence of such Claim; and
(c)   allows the Company to conduct all negotiations and proceedings in relation to the Claim and gives the Company all reasonable assistance in doing so and the Company will pay the Client's reasonable expenses for such assistance.

15.7. The indemnity in clause 15.6 does not apply to any Claim arising as a result of the use of the Service, Portal and/or Output Data in conjunction with software, materials, equipment and/or services which the Company has not supplied pursuant to this Agreement or to Claims caused by designs, modifications, changes or specifications made by the Client, or on the Client's behalf.

15.8. The Client agrees to indemnify the Company against all liabilities, costs, expenses, damages and losses incurred by the Company arising out of or in connection with:
(a)   any third party making or threatening to make a claim against the Company that the Client's use of the Output Data and/or Service in conjunction with other software, equipment, materials and/or services not supplied by the Company pursuant to this Agreement infringes that third party's IPR; and
(b)   any third party making or threatening to make a claim against the Company that any designs or specifications made to the Data and/or Service by the Client, or on the Client's behalf infringes that third party's IPR.

15.9. The Company will notify the Client of any claims or proceedings and will keep the Client informed as to the progress of claims or proceedings that relate to the indemnity in clause 15.6.

16.   Assignment & Notices

The Client may not assign or transfer (in whole or part) any of its rights or obligations under this Agreement, without the Company's prior written Agreement.

16.1. Notices required to be given under this Agreement must be in writing and may be delivered by hand or by courier, or sent by first class post to the following addresses:
(a)   to the Company at its registered office address and marked for the attention of the Company Secretary,
(b)   to the Client at the address to which the Client asks the Company to send invoices to or the Client's registered office address (in the case of a corporate body).

16.2. Any notice shall be deemed to have been duly received:
(a)   if delivered by hand or by courier, when left at the address referred to in this clause 16.1;
(b)   if sent by first class post, two Business Days after the date of posting.

17. Data Protection

17.1. Both Parties warrant that they will comply with their respective obligations under the General Data Protection Regulation (GDPR) (EU) 2016/679 and/or any other corresponding or applicable regulations, legislation or other local or international laws covering the use, processing and/or dissemination of the Personal Data of individuals.

17.2. The Parties acknowledge that for the purposes of the GDPR, the **Client will be the Data Controller** and the **Company will be the Data Processor**.

17.3. Where the Company processes Personal Data on the Client's behalf, the Company acting as Data Processer will: -

(a) provide the Client with features, utilities and capability within the Service to manage the Personal Data in their Account, including the means to archive, correct, update and delete information and records; and

(b) not engage another processor to perform the Services or any part thereof without specific written authorisation from the Client permitting the same; and

(c) shall process Personal Data for the performance of the Service and not for any other purpose only to the extent and in such a manner as is necessary for provision of the Service; and

(d) shall not process the data outside the United Kingdom without the prior written consent of the Data Controller; and

(e) shall process the Personal Data only on express documented instructions from the Client as set out in the order form and these terms, unless required to do otherwise by EU or other national law to which the Company is subject. In such cases the Company shall inform the Client of such requirement prior to processing unless this is prohibited by law. Instructions may be specific or of a more general nature; and

(f) shall ensure that all Company personnel processing the Personal Data on behalf of the Client are subject to a binding written contractual obligation to keep the Client's Personal Data confidential and not to disclose the same except where disclosure is required by law in which case the Company shall advise the Client of this prior to disclosure unless prohibited by law; and

(g) shall ensure that Company personnel with access to Personal Data are reliable and have received adequate training in the Company's responsibilities in compliance with the GDPR and the rights of Data Subjects; and

(h) at its own expense and cost take appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to Personal Data. Such measures shall take into account the currently available technology and industry best practices and shall have due regard to the context and purpose of processing and the risk and severity to the rights and freedoms of the Data Subject when determining the appropriate level of security for the risk; and

(i) With due regard to the nature of the processing will assist the Client by appropriate technical and organisational measures insofar as this is practicable and possible in fulfilling the Client's obligations as Data Controller to respond to requests from the Data Subjects; and

(j) Upon termination of this Agreement The Company will delete or return all of the Client's Personal Data at the Client's election and upon their instructions. This erasure obligation will not apply where the Company is obliged by law to store a copy of the data.

(k) the Company will co-operate with the Client to the extent permitted by its security policies and procedures to enable it to monitor compliance with the obligations pursuant to Articles 32-36 of the GDPR.

(l) At no cost to the Client, shall pass any Data Subject requests received by the Company to the Client within 3 (three) business days of the receipt of such request. The Company shall not respond to such requests unless authorised by the Client in writing and shall use reasonable endeavour to assist and co-operate with the Client in responding to such requests.

(m) Where a Data Subject wishes to invoke the right to restrict processing of their driver record and advises the DVLA of the same, the DVLA will inform the Company in writing of this request. The Company upon receipt of this notification is obliged under contract with the DVLA to immediately ensure that no further enquiries in respect of the Data Subject take place. The Company will advise the Client that this action has been taken within three working days.

17.4. The Client acknowledges and agrees that it is responsible for:

(a) obtaining the Approval of the relevant Permitted Users /Data Subjects prior to use of the Service; and

(b) providing an audit trail of all Approvals received from each individual Data Subject under clause 17.4(a) above.

17.5. As the Data Processor the Company relies on its Clients for direction as to the extent to which it is entitled to process any Personal Data. Consequently, the Company will not be liable for any claim brought by an individual (whose Personal Data a Client provided to the Company) arising from any processing of Personal Data undertaken by the Company in the provision of the Service to the Client or as otherwise permitted under the terms of this Agreement.

17.6. The Client as Data Controller shall be liable for and shall indemnify (and keep indemnified) the Company in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including any reasonable legal fees and expenses), or demand suffered or incurred by, awarded against or agreed to be paid by the Data Processor arising directly or in connection with:

(a) any non-compliance by the Client with the GDPR or other applicable legislation; or

(b) any Personal Data processing carried out by the Company in accordance with instructions given by the Client where those instructions infringe the GDPR or other applicable legislation; or

(c) any breach by the Client of its data protection obligations under this Agreement

except to the extent that the Company is liable under clause 17.7 below.

17.7. The Company shall be liable for and shall indemnify (and keep indemnified) the Client in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees) or demand suffered or incurred by, awarded against, or agreed to be paid by the

Client arising directly or in connection with the Company's processing activities that are subject to this Agreement:

(a) only to the extent that the same results from the Company's breach of this Agreement; and

(b) not to the extent that the same is or are contributed to by any breach of this Agreement by the Client.

17.7. A Party shall be entitled to claim back from the other any sums paid by way of compensation in respect of any damages or losses for which they are liable to indemnify the other under clauses 17.6 or 17.7 above.

17.8. Nothing in this Agreement shall relieve either Party of, or otherwise affect, the liability of either Party to any data subject or for any other breach of that Party's direct obligations under the GDPR. Each Party acknowledges that they shall remain subject to the authority of the Information Commissioners Office ("ICO") or any replacement or successor and shall cooperate fully with the ICO and that their failure to comply with the GDPR may make them liable to fines, penalties and compensation requirements under the data protection legislation.

18. Audit and Inspection

18.1. The Company shall maintain accurate, contemporaneous and complete records of the following: -

(a) the name(s) and contact details for each Client including the name(s) and user approvals of Client personnel; and

(b) the Services and categories of processing undertaken by the Company (Article 30(2) GDPR); and

(c) a general description of the technical and organisational security measures applied to the Services; and

(d) this information will be made available to the Client upon written request within 3 business days of the receipt of such request.

18.2. The Company shall allow for and contribute reasonable time and personnel resource to audits, including inspections, conducted by the Client or a nominated auditor permissioned by the Client for the purposes of demonstrating compliance with the requirements of the GDPR provided: -

(a) any auditor selected by the Client is subject to a written confidentiality Agreement that protects the Parties; and

(b) any physical audit shall take place during office hours subject to reasonable advance notice to the Company; and

(c) any audit is limited to records, data, personnel and equipment that is directly concerned with or connected with the provision of Services to the Client; and

(d) the audit is proportionate to the Services provided to the Client and the risk presented by unauthorised release or accidental destruction or loss of the Personal Data and does not materially disrupt the Company's ability to support and deliver services to other clients; and

(e) subject to clause 18.3 such audit it at the cost and expense of the Client.

18.3. Where a Client audit reveals a material non-compliance by the Company with its obligations under the GDPR, the Company will pay the reasonable costs of the audit or inspection. The company shall also at its own cost and expense take immediate corrective action to address such non-compliance and confirm the corrective actions taken to the Client in writing.

18.4. The Company is under certain pre-existing obligations with its third-party suppliers (and/or regulatory bodies) that require the Company to include a right of audit in all of its Client Agreements. The following clauses 18.5 – 18.10 are intended to give effect to that requirement.

18.5. The Company shall be entitled to conduct on-site audits of the Clients premises used in connection with the Service upon reasonable prior notice and upon reasonable grounds, not more than once per year of this Agreement and on other occasions as imposed on the Company by any regulatory body with competent jurisdiction or one of the Company's third-party suppliers engaged in connection with the Service or any External Agency.

18.6. In exceptional circumstances, the Company may need to carry out an unannounced or un-notified audit/inspection. "Exceptional Circumstances" for the purposes of this clause include, but are not limited to:

(a) Allegations of misuse by the Data Subject whose personal information has been accessed;

(b) Serious concerns about the use, storage or security of Output Data or Driver Information or the use of the Service.

(c) A referral of a serious concern by an external authority or organisation (for example the DVLA or Information Commissioner.

18.7. The Company may be accompanied by representatives of any such regulatory body, third party supplier or External Agency in respect of any such audit imposed on the Company.

18.8. All audits will be conducted in a manner that does not materially disrupt, delay or interfere with the Client's performance of its business.

18.9. The Client shall provide the Company (or any regulatory body, third party supplier or External Agency as relevant) with full access to its premises, employees, computers, IT systems and records as required for the purpose of any such audit.

18.10. Where an audit identifies any material failures or non-adherence to the terms of this Agreement the Company may terminate in accordance with clause 5.

19. No Partnership or Agency

19.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party.

20. Miscellaneous

20.1. If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

20.2. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all counterparts shall together constitute the same Agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

20.3. No failure or delay by a Party to exercise any right or remedy under this Agreement or by law shall constitute a waiver of that or any other right or remedy nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other remedy.

20.4. Unless otherwise stated herein, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any other rights or remedies provided by law.

21.   General Undertaking, Severance & Law

21.1 By entering into this Agreement, the Client warrants that it has the right, authority and capacity to enter into and be bound by the terms and conditions of this Agreement and the Additional Terms and conditions detailed in the schedules to this Agreement and that it agrees to be bound by these.

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

21.3 This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed and construed in accordance with the laws of England and Wales.

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