

Appendix 1 - DVLA CONTRACT OBLIGATIONS

Customer acknowledges and agrees that DHT is subject to various obligations pursuant to the DVLA Contract. This Appendix is intended to bring such obligations to Customer's attention and impose certain of those same obligations on Customer. To that end, Customer undertakes to comply with:

- (a) all Customer obligations set out in this Appendix in full; and
- (b) all DHT obligations set out in this Appendix in full as though such obligations were imposed directly on the Customer (save that any obligation to notify or seek permission from DVLA shall instead be an obligation to notify or seek permission from DHT).

Customer undertakes that it shall not, by act or omission, do anything that would put DHT in breach of the DVLA Contract. Notwithstanding the foregoing, Customer shall notify DHT immediately if it has breached, suspects that it may have breached, or is likely to breach any term of this Appendix.

Customer shall defend, indemnify and hold harmless DHT against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's breach of this Appendix.

Any reference in this Appendix to obligations of DVLA are obligations under the DVLA Contract and are included in this Appendix for reference only. Such obligations are not intended to be enforceable against DVLA by Customer directly.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Appendix, unless the context otherwise requires or unless expressly defined in the dh Licence Check Terms and Conditions, the following provisions have the meanings given to them below:

"ADD Service" means the service procured by DHT from DVLA enabling DHT to conduct the dh Licence Check e-Service.

"Companies House" means the official government organisation that keeps a record of all UK companies and information about them. A company that wishes to become a limited company must, by Law, be registered with Companies House.

"Controller", "Joint Controller", "Processor", "Processing", "Data Protection Officer" (DPO), "Data Subject", "Personal Data", "Special Categories of Personal Data" and "Personal Data Breach" have the meanings prescribed under Data Protection Legislation, and their cognate terms shall be construed accordingly.

"Conviction Data" means Personal Data relating to criminal convictions and offences.

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

"Data" means the data provided to Customer pursuant to a dh Licence Check result.

"Data Loss Event" means any event that results, or may result, in unauthorised access to Personal Data held by the Customer or its Processors under this Appendix, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

"Data Protection Legislation" means (a) all applicable UK law relating to the Processing of Personal Data and privacy, including but not limited to the UK GDPR and the Data Protection Act 2018 to the extent that it relates to the Processing of Personal Data and privacy; and (b) (to the extent that it may be applicable) the EU GDPR.

"Data Subject Request" a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation.

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

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

"DPA 2018" means Data Protection Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc)(EU Exit) Regs 2019 (as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc)(EU Exit) Regs 2020.

"DVLA Contract" means DHT's contract with DVLA pursuant to which DHT is able to perform the dh Licence Check e-Service.

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

"European Commission" means the executive branch of the European Union (EU), responsible for proposing legislation, enforcing EU laws, and directing the European Union's administrative operations.

"European Union" (EU) is a political and economic union of 27 member states that are located primarily in Europe.

"Evidence" means proof that the Data Subject has confirmed his understanding as to the purposes and limitations of the enquiry and does not object to his Personal Data being Processed for these purposes. This is to be made via a signed Driver Declaration.

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

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

"Law" means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, byelaw, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements with which the Customer or DHT as applicable is bound to comply.

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

"Material Breach" means a breach 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.

"Permitted Purpose" means the purpose for which the Driver Data is provided to DHT by DVLA and to the Customer by DHT (as applicable), which must relate to the need to check driving entitlements, endorsements and disqualifications for a legitimate business purpose.

"Premises" means the location where the Data is to be supplied to DHT or the Customer as applicable, or accessed, stored, or destroyed by DHT or the Customer as applicable.

"Protective Measures" means, in accordance with requirements in Article 32 of UK GDPR, appropriate technical and organisational measures which may include: pseudonymising and encrypting the Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

"Registered Company Name" means the company name as registered with Companies House, where applicable.

"Staff" means all persons employed by DHT to perform its obligations under the DVLA Contract together with DHT's servants, agents, suppliers, and sub-contractors used in the performance of its obligations under the DVLA Contract.

"Standard Contractual Clauses" (SCCs) mean a standard set of data protection clauses that are adopted by the European Commission in accordance with Article 46(c) of the EU GDPR.

"UK GDPR" means the UK General Data Protection Regulation based on the EU GDPR and given effect by Part 2 of the DPA 2018, as amended by The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020.

"Value-Added Services" means any services that are not the primary reason or original purpose for the enquiry (the Permitted Purpose). A Value-Added Service may include, but not be limited to, offering or marketing services to a Data Subject.

2. LEGAL BASIS FOR RELEASE OF DATA

- 2.1 The legal basis for the release of DVLA's driving licence data to DHT is that it is necessary for the performance of a task carried out in the public interest or the exercise of an official authority vested in DVLA. This is in line with Data Protection Legislation. DVLA's legal basis for Processing Special Categories of Personal Data is that such Processing is necessary for reasons of substantial public interest for the reasons stated in this paragraph 2.1. The Customer will make any Data Subject (whose Personal Data is Processed by DHT pursuant to the dh Licence Check e-Service) aware of this legal basis and ensure that the Data Subject is given notice of fair processing by way of the Driver Declaration and is aware that Special Categories of Personal Data are being shared as part of this process.

3. CUSTOMER REQUIREMENTS

- 3.1 DHT is required to provide the DVLA with a statement detailing the type of business it conducts that involves the use of the Data, including confirmation of the applicable service operating model to be used by DHT (specifically, whether DHT is acting as a Controller or a Processor in relation to the ADD Service). This may include a description of products/services DHT offers to customers (such as Customer) based on the Data. DHT must not request, Process, or share Data in order to offer Value-Added Services to a Data Subject. Such services are not a Permitted Purpose for use of the Data.
- 3.2 DHT is required to indicate to DVLA whether it is acting as a Controller or a Processor in relation to the ADD Service. DHT has indicated to DVLA that it is acting as a Processor in relation to the ADD Service and further agrees that:
- (a) DHT is acting as an intermediary of Customer and is a Processor of the Data. Customer is the Controller of the Data and determines the purpose and means of Processing the Data;
 - (b) Customer ensures that the requirements of Articles 28 and 29 of UK GDPR are met in relation to the use of DHT as its Processor of the Data. Customer as the Controller must have entered into a written contract with DHT as its Processor setting out the Data Processing instructions and requirements under Data Protection Legislation. The written contract between Customer and DHT must not conflict with or contradict any terms and conditions contained within the DVLA Contract;
 - (c) In accordance with and strictly limited to the Permitted Purpose, the use of the Data by DHT is to deliver driving entitlement checking services on behalf of the Customer in accordance with formal Data Processing instructions received by DHT from the Customer relating to the Data.
- 3.3 DHT is required to provide DVLA with estimated usage of the service, to include volume and frequency information, and must inform DVLA of any factors that could cause a significant increase or decrease in usage.
- 3.4 Where there is a change of or additional use of Data from that specified, DHT is required to detail in writing to the DVLA the proposed use of the Data and to identify customer sectors to whom it will be provided and the media in which it will be made available. This includes where DHT wishes to add or change to a different operating model, or request a new operating model, with regard to its status as either Controller or Processor with regard to the ADD Service. All such requests are subject to written approval by DVLA.
- 3.5 DHT is required to notify DVLA of any changes to its business need for access to the ADD Service.
- 3.6 DHT is required to inform DVLA of changes to its business processors which may impact how the ADD Service is used.
- 3.7 DHT is only entitled to make enquiries on those drivers for which it is in receipt of a signed Driver Declaration.
- 3.8 DHT's Staff must not use the ADD Service in order to view their own DVLA driver record and that there must be separation of duty between the Data Subject and the Data obtained via the ADD Service.
- 3.9 DHT must (and must ensure that its Staff) comply with any notification requirements under the Data Protection Legislation and will duly observe all their obligations under Data Protection Legislation which arise in connection with the DVLA Contract.
- 3.10 DHT must be registered with Companies House, His Majesty's Revenue and Customs (HMRC) and The Charities Commission, where applicable.

4. PURPOSE FOR WHICH DATA IS PROVIDED

- 4.1 The Permitted Purpose for access to the ADD Service and the use of the Data is for DHT and/or the Customer to check entitlement to drive, driving endorsements and disqualifications for a legitimate business need and in line with one of DVLA's permitted operating models (being either a Controller or Processor model, depending on DHT's status for the purpose of Data Protection Legislation – for the purposes of the dh Licence Check e-Service, DHT is acting as a Processor and has notified DVLA that the Processor model applies). The Data must not be used for identity checking of any kind.

- 4.2 DHT must use the Data only for the Permitted Purpose for which it was provided and only in accordance with the relevant operating model (being the Processor operating model, as described in paragraph 4.1 above), and in accordance with its obligations under Data Protection Legislation.

- 4.3 Before making any request to DVLA for Data, DHT must gather evidence to demonstrate the Permitted Purpose to request the Data.

- 4.4 DHT is required to hold the Data on the minimum amount of databases required for the purposes of Processing the Data for the Permitted Purpose. This does not apply to the Data stored for backup or disaster recovery purposes.

- 4.5 DHT must not Process or share Data in order to offer Value-Added Services to a Data Subject. Such services are not a legitimate business purpose or Permitted Purpose for use of the Data.

5. KEY STAFF

- 5.1 DHT is required to complete a list of individuals who have direct responsibilities for the use of the Data and for DHT's other obligations under the DVLA Contract. DHT is required to provide the individuals names, business addresses and other contact details, specifying the capacities in which they are concerned with the Data. This must include:
- (a) details of DHT's registered office as recorded by Companies House;
 - (b) the manager who is responsible for the management of the Data once in the hands of DHT.

- 5.2 Customer must inform DHT of details of the individuals who will have direct responsibilities for use of the Data and for Customer's other obligations under this Appendix. This must include the individuals names, business addresses and other contact details, specifying the capacities in which they are concerned with the Data. Customer must notify DHT immediately of any changes in such personnel.

6. STATUTORY OBLIGATIONS

6.1 Prevention of Corruption

- 6.1.1 DHT must 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 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 DVLA Contract or any other contract with the DVLA or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the DVLA Contract or any such contract.
- 6.1.2 If DHT, its Staff, or anyone acting on DHT's behalf, engages in conduct prohibited by this paragraph 6.1.2 or the Bribery Act 2010 (as amended), the DVLA may:
- (a) terminate and recover from DHT the amount of any loss suffered by the DVLA resulting from the termination; or
 - (b) recover in full from DHT any other loss sustained by the DVLA in consequence of any breach of that clause.

6.2 Prevention of Fraud

- 6.2.1 DHT must take all reasonable steps, in accordance with Industry Best Practice, to prevent Fraud by DHT and its Staff (including its shareholder, members, and directors) in connection with the receipt of the ADD Service.
- 6.2.2 DHT must notify the DVLA immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.
- 6.2.3 If DHT or its Staff commits Fraud in relation to the DVLA Contract or any other contract with the Crown (including the DVLA) the DVLA may:
- (a) terminate the DVLA Contract and recover from the Customer the amount of any loss suffered by the DVLA resulting from the termination; or
 - (b) recover in full from the Customer any other loss sustained by the DVLA in consequence of any breach of this clause.

- 6.2.4 Customer warrants and represents that it has not committed any Fraud. Customer must take all reasonable steps to prevent Fraud by itself and its Staff (including its shareholders, members and directors) in connection with the receipt of the dh Licence Check e-Service. Customer must notify DHT immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur. If the Customer or its Staff commits Fraud, DHT may terminate the dh Licence Check e-Service and (without prejudice to any other right or remedy available to DHT under this agreement) recover from Customer the amount of any loss suffered resulting from the termination and recover in full from Customer any other loss sustained as a result of such Fraud.

6.3 Discrimination

- 6.3.1 DHT 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 DHT must not and Customer will 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.

6.3.2 DHT must take all reasonable steps to secure the observance of clause 6.3.1 by all of its Staff.

6.4 Health and Safety

6.4.1 DHT must promptly notify the DVLA of any health and safety hazards which may arise in connection with the performance of its obligations under the DVLA Contract, including but not limited to, on inspection by the DVLA.

6.4.2 DHT must comply with the requirements of the Health and Safety at Work Act 1974 (as amended) and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to DHT's Staff and other persons working on the premises in the performance of its obligations under the DVLA Contract.

7. PUBLICITY AND MEDIA

7.1 DHT must notify the DVLA immediately if any circumstances arise which could result in publicity or media attention to DHT or to a customer of DHT (including Customer) which could adversely reflect on the DVLA or the ADD Service.

7.2 DHT must not misrepresent its relationship with DVLA.

7.3 Customer must not publish information that implies a direct relationship with DVLA where no such relationship exists.

7.4 DHT must not, and Customer must not, create, approve or distribute any publicity, media or website content implying or stating any of the following:

- (a) that DVLA has a direct connection with or interest in DHT's or the Customer's products and services;
- (b) that DVLA has worked in conjunction with DHT or Customer to develop and deliver DHT's or Customer's products and services;
- (c) that DVLA has authorised or endorsed DHT's or Customer's products or services;
- (d) that DVLA has licensed DHT or Customer to provide products or services;
- (e) that DVLA has entered into or is working in partnership or any agency relationship with DHT or Customer;
- (f) that DHT's or Customer's products or services are provided on behalf of DVLA;
- (g) that DHT or Customer has a direct link and unfettered access into DVLA's driver database (the ADD Service is not a link to the DVLA driver's database itself); and
- (h) that DHT or Customer receives a direct feed of Data from DVLA.
- (i) Only the following wording can be used when referring to DVLA:
- (j) DHT is a contracted customer of DVLA's Access to Driver Data (ADD) service;
- (k) DHT has a direct link to DVLA's Access to Driver Data (ADD) service;
- (l) Driver record data is derived/sourced/taken from the DVLA's Access to Driver Data (ADD) service;
- (m) DHT uses the DVLA's Access to Driver Data (ADD) service;
- (n) DHT is linked to the DVLA Access to Driver Data (ADD) service.

7.5 DHT must obtain prior written approval from DVLA before distributing any publicity, media or website content produced by DHT or Customer that includes any wording not specified in paragraph 7.4 above.

8. TRANSFER AND SUB-CONTRACTING

8.1 Customer must not assign, sub-contract or in any other way dispose of this Appendix or any part of it without the prior written approval of DHT.

8.2 Sub-contracting any part of this Appendix shall not relieve the Customer of any of its obligations or duties under this Appendix. Customer must be responsible for the acts and omissions of its sub-contractors as though they are its own. Where DHT has approved to the placing of sub-contracts, copies of each sub-contract must, at the request of DHT, be sent by the Customer to DHT as soon as reasonably practicable.

9. INSOLVENCY

9.1 Customer must notify DHT 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.
- (i) The Customer must notify DHT immediately in writing where the Customer is an individual and:
- (j) 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
- (k) a petition is presented and not dismissed within 14 Days or order made for the Customer's bankruptcy; or
- (l) 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 their assets; or
- (m) the Customer is unable to pay their 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
- (n) 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
- (o) suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of their business.

10. CHANGE OF CONTROL

10.1 The Customer must seek the prior written approval of DHT to any change of control within the meaning of section 450 of the Corporation Taxes Act 2010 (as amended) ("Change of Control"). Where DHT has not given its written agreement before the change of control, DHT may terminate this Appendix 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 DHT becomes aware of that change of control.

11. CONSEQUENCES OF SUSPENSION AND TERMINATION

After the ADD Service has been suspended or the DVLA Contract has been terminated or both (or the dh Licence Check e-Service has been suspended or this Appendix has been terminated, or both, as applicable), DHT and Customer must continue to comply with their obligations (under the DVLA Contract or this Appendix, as applicable) and under Data Protection Legislation in relation to the Data they hold, including as to the proper use of the Data, retention of the Data and secure destruction of the Data.

12. TERMINATION BY DVLA

12.1 The DVLA may terminate the DVLA Contract including in the following circumstances:

12.1.1 with immediate effect by written notice to DHT on or at any time after the occurrence of any of the following events:

- (a) DHT fails to pay any amount due under the DVLA Contract on the due date for payment and remains in default not less than 60 days after being notified in writing to make such payment.

(b)	DHT commits any three or more Defaults (being any breach of the obligations of DHT (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of DHT or its Staff in connection with or in relation to the subject matter of the DVLA Contract and in respect of which DHT is liable to the DVLA), whether simultaneously or singly at any time during the operation of the DVLA Contract, irrespective of whether any or all such breaches is minimal or trivial in nature.	13.3.6	DHT must reimburse the DVLA for all DVLA's cost and expenses incurred in relation to the DVLA's right under the DVLA Contract to carry out an inspection.
		13.4	Where the DVLA Contract is suspended by DVLA as a result of any act or omission of Customer, DHT shall be entitled to recover any costs incurred in relation to such termination from Customer.
14.			ACCURACY OF THE DATA
(c)	DHT commits a Material Breach (being a breach which is not minimal or trivial in its consequences to the DVLA. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding) of any other term of the DVLA Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 26 weeks after being notified in writing to do so.		The Customer must ensure before relying on any item of Data that the Data provided matches the information in the request and that the Data pertains to the licence holder for whom they possess a standard electronic Driver Declaration. Any records passed to the Customer from DHT that do not pertain to a Driver Declaration held by the Customer must be disregarded and deleted from any systems. Customer must notify DHT immediately in this instance. DHT is subject to equivalent obligations in the DVLA Contract.
15.			REVIEWS AND MEETINGS
15.1	For the purposes of paragraph (c), a Material Breach is remediable if time is not of the essence in performance of the obligation and if in the reasonable opinion of the DVLA the Material Breach is capable of remedy within the 26-week period.		The Customer must upon receipt of reasonable notice and during normal office hours attend all meetings arranged by DHT for the discussion of matters connected with the performance of this Appendix.
15.2	(e) by written notice with immediate effect if in the reasonable view of the DVLA, during any period of suspension of the ADD Service DHT:		Without prejudice to any other requirement in this Appendix, the Customer must provide such reports on the performance of this Appendix or any other information relating to the Customer's requests for and use of the Data as DHT may reasonably require.
15.3	(f) fails to co-operate with any investigation, audit, or review:		
	(g) fails to provide any assurances or take any actions within the reasonable period set by the DVLA under a clause in the DVLA Contract which states that DVLA may refuse to resume DHT's access to the ADD Service until DHT provides assurances that the matter resulting in the suspension has been resolved to the satisfaction of the DVLA and takes specified actions within a reasonable period set by the DVLA; or		DHT reserve the right to review this Appendix at any time. Where required, DHT and the Customer shall meet in person or via video or telephone conference to review:
	(h) fails to provide assurances that satisfy the DVLA (acting reasonably) that the Customer has complied and shall continue to comply with the requirements of the DVLA Contract and of Data Protection Legislation.	(a)	the ongoing need for the dh Licence Check e-Service and any consequential variation to the terms of this Appendix.
	(i) by written notice with immediate effect if DHT fails to pay the DVLA undisputed sums of money when due by variable direct debit in two or more consecutive months.	(b)	the Permitted Purpose for which the Data is provided and the applicable service operating model used by DHT (specifically, whether DHT is acting as a Controller or a Processor in relation to the ADD Service).
	(j) by written notice with immediate effect if DHT 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.	(c)	the performance of the dh Licence Check e-Service.
	(k) by written notice with immediate effect if DHT is an individual and he has died or is adjudged incapable of managing their affairs within the Mental Capacity Act 2005 (as amended).	(d)	the volume of Data which DHT is providing to the Customer.
12.2	Where the DVLA Contract is terminated by DVLA as a result of any act or omission of Customer, DHT shall be entitled to recover any costs incurred in relation to such termination from Customer.	(e)	the security arrangements governing the Customer's safe receipt of the Data, the Customer's Protective Measures, and the Customer's further use of the Data.
13.		(f)	the arrangements that the Customer has in place relating to the retention and secure destruction of the Data.
	SUSPENSION BY DVLA	(g)	any audits that have been carried out that have relevance to the way that DHT or Customer is Processing the Data;
13.1	If it comes to the attention of the DVLA that DHT has committed any Default (including Material Breaches and all other Defaults), both as defined in paragraph 12.1.1, the DVLA may suspend DHT's access to the ADD Service without further notice and with immediate effect and investigate the nature and effect of the breach.	(h)	any security incidents that have occurred with the Data involving DHT or Customer.
13.2	Where the DVLA is notified in writing of any insolvency event affecting DHT, the DVLA may suspend the ADD Service without further notice and with immediate effect and investigate further whether any of DHT's directors or any liquidator, receiver, administrative receiver, administrator, or other officer is capable of ensuring that the provisions of the DVLA 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 DVLA Contract by written notice with immediate effect.	(i)	the continued registration of the Customer's company under the same registered number.
13.3		(j)	the training and experience of the Customer's Staff in their duties and responsibilities under Data Protection Legislation.
	Effect of suspension:	16.	DATA PROTECTION
13.3.1	If the DVLA suspends DHT's access to the ADD Service at any time, DHT must co-operate with any further investigation, audit or review that the DVLA requires to be carried out in relation to the Data provided to DHT.	16.1	Data Protection Legislation
13.3.2	The DVLA may refuse to resume DHT's access to the ADD Service until DHT provides assurances that the matter resulting in the suspension has been resolved to the satisfaction of the DVLA and takes specified actions within a reasonable period set by the DVLA.	16.1.1	The parties to the DVLA Contract and to this Appendix must 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's Office. All these requirements are referred to in this Appendix as Data Protection Legislation.
13.3.3	The DVLA may require that an inspection is carried out after DHT's access to the ADD Service is resumed, to check DHT's compliance with the DVLA Contract and Data Protection Legislation.	16.1.2	The parties agree that the Data constitutes Personal Data which may include Conviction Data and Special Categories of Personal Data, as they relate to a living individual who can be identified directly or indirectly from the Data.
13.3.4	The DVLA shall require DHT to pay the fee for any inspection, as set out in DVLA Contract before it will resume the ADD Service.	16.1.3	DHT is subject to specific obligations pursuant to the DVLA Contract in relation to the applicable service operating model used by DHT (specifically, whether DHT is acting as a Controller or a Processor in relation to the ADD Service - for the purposes of the dh Licence Check e-Service, DHT is acting as a Processor and has notified DVLA that the Processor model applies).
13.3.5	During any suspension period, the DVLA shall not provide Data to DHT. The DVLA may also refuse requests for Data from DHT through the paper service during this period.	16.1.4	The DVLA is satisfied that providing the Data to DHT for the Permitted Purpose and in accordance with the applicable service operating model (as referred to above) is compliant with Data Protection Legislation.
		16.1.5	DHT is the Controller of the Personal Data collected on the Driver Declaration. The Driver Declaration is used by DHT as proof that the relevant Data Subject is fully aware that information from their driver record is to be obtained by DHT from DVLA and Processed by DHT and the Customer, and further that the relevant Data Subject has confirmed their understanding as to the purposes and limitations of the enquiry and

	does not object to their Personal Data being Processed for these purposes. DHT is responsible for complying with Data Protection Legislation in relation to its Processing of Personal Data collected on the Driver Declaration.		and accordingly, Customer shall not transfer any Data outside of the UK or allow access to the Data from outside the UK without prior written approval of DHT which will be subject to the requirements of this paragraph 16.4.1.
16.1.6	DHT must ensure that its customers (including Customer) and Data Subjects are aware of the legal basis for the release of Data. Data Subjects have rights to restrict the Processing of their Data in accordance with Data Protection Legislation. DVLA will provide written notification to DHT where a Data Subject wishes to invoke this right. In such cases, DHT must act immediately to ensure enquiries on such records are not submitted following written notification from DVLA.	16.4.2	Where the DVLA gives the prior and express written approval referred to in paragraph 16.4.1, DHT must disclose the Data only to the extent agreed and in accordance with any conditions attached to the giving of that approval.
16.1.7	The parties to the DVLA Contract agree to take account of any guidance issued by the Information Commissioner's Office. DVLA may, amend the DVLA Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office on no less than 30 working days' notice to DHT.	16.4.3	The requirements of this paragraph 16.4 apply to backup or disaster recovery sites.
16.1.8	DHT must be registered with the Information Commissioner and the permission must cover all activities actually carried out.	16.5	Retention of Data and Evidence
16.2	Data Security	16.5.1	In accordance with Data Protection Legislation DHT and Customer must retain each item of Data only for as long as is necessary with reference to the Permitted Purpose for which it was shared. It is the responsibility of the Controller to determine and justify the Data retention period in accordance with the Controller's data retention policies.
16.2.1	DHT and DVLA are required pursuant to the DVLA Contract to ensure the safe transportation/transmission and Processing of the Data in accordance with the appropriate technical and organisational measures, the requirements of the Data Protection Legislation and Functional Standard GovS 007: Security.	16.5.2	DHT and Customer must arrange for the secure destruction or deletion of each item of Data, in accordance with Data Protection Legislation, as soon as it is no longer necessary to retain it.
16.2.2	DHT must ensure the Data is Processed in accordance with Data Protection Legislation guidance and codes of practice.	16.5.3	DHT must retain for a minimum period of two (2) years from the date of conclusion or longer period as may be agreed between DVLA and DHT (such agreement to be recorded in writing), full and accurate records of the performance of the ADD Service, including records of all payments made to DVLA by DHT in relation to the DVLA Contract.
16.2.3	DHT must ensure it has in place Protective Measures, which are appropriate to protect against a Data Loss Event.	16.5.4	Subject to further requirements in relating to the Driver Declaration, DHT must retain for a minimum period of two (2) years from the date of ADD Service enquiry the signed Driver Declaration. This includes photocopies, fax copies, scanned copies or Driver Declaration if used.
16.2.4	DHT must notify the DVLA immediately, within a maximum of 24 hours of becoming aware, of any default of the security requirements of the DVLA Contract.	16.5.5	DHT must produce such records retained pursuant to the DVLA Contract as DVLA may reasonably require. This will include, but not limited to, any mis-matched or incorrect enquiries that may have been made in pursuance of the Permitted Purpose. These will be cross-referenced to the correct record, enquiry or issue that gave rise to the incorrect enquiry. This will enable DVLA to establish the enquirer and reason for enquiry.
16.2.5	DHT must not transfer, sell or in any way make the Data available to third parties unconnected with the original purpose of the enquiry (the Permitted Purpose in accordance with the applicable service operating model used by DHT (specifically, whether DHT is acting as a Controller or a Processor in relation to the ADD Service - for the purposes of the dh Licence Check e-Service, DHT is acting as a Processor and has notified DVLA that the Processor model applies)).	16.6	Vetting and Disciplinary Policies
16.3	Malicious Software		As part of DHT's Protective Measures, DHT must maintain policies for vetting, hiring, training, and disciplining its Staff in accordance with Industry Best Practice and must comply with these in respect of each person who has access to the ADD Service.
16.3.1	DHT must, as an enduring obligation to DVLA throughout the term of the DVLA Contract, use the latest versions of anti-virus software available from an industry accepted anti-virus software vendor to check for and remove Malicious Software from the ICT Environment.	16.7	Internal Compliance Checks
16.3.2	Notwithstanding paragraph 16.3.1, if Malicious Software is found, DVLA and DHT must co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Data, assist each other to mitigate any losses and to restore the ADD Service to their desired operating efficiency.	16.7.1	DHT must 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 the DVLA Contract and the requirements of Data Protection Legislation.
16.3.3	DHT or its sub-contractor shall be responsible for costs arising out of the actions taken in compliance with paragraph 16.3.2 where the Malicious Software originates from DHT or its sub-contractor's software, any third-party software or DHT's or its sub-contractor's Data.	16.7.2	DHT must carry out its own internal compliance checks at least annually and must notify DVLA of such checks upon DVLA request.
16.4	Transfer of Data outside the UK	16.8	Audits and Reviews
16.4.1	DHT, Customer and any sub-contractors (where applicable) must not transfer the Data outside of the UK, and must not allow access to the Data from outside the UK, unless the prior written approval of the DVLA has been obtained and the following conditions are fulfilled:	16.8.1	DHT must share with the DVLA the outcome of any other checks, audits or reviews that have been carried out on its activities as a Controller or Customer's activities as a Controller that are relevant to the Processing of the Data.
	(a) the destination country has been recognised as adequate by the UK government in accordance with Article 45 UK GDPR or sections 74A and 74B of the DPA 2018; or	16.8.2	Customer must notify DHT immediately, or 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 Customer's Processing of the Data.
	(b) DHT (where applicable on behalf of the Customer) has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 UK GDPR or section 75 DPA 2018); and	16.9	Data Loss Events
	(c) the Data Subject has enforceable rights and effective legal remedies; and	16.9.1	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 DHT or Customer.
	(d) DHT complies with its obligations under the Data Protection Legislation by providing an appropriate level of protection to any Personal Data that is transferred; and	16.9.2	DHT must notify the DVLA 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.
	(e) DHT complies with any reasonable instructions notified to it in advance by the DVLA with respect to the Processing of Personal Data; and	16.9.3	Where DHT is the relevant Controller it must be responsible for notifying the incident to the Information Commissioner's Office and, where appropriate, Data Subjects, and to do so within the time limits required by Data Protection Legislation, and for taking such action as is necessary to resolve the incident. Where the Customer is the relevant Controller, it must be responsible for meeting these requirements.
	(f) 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,	16.10	Inspection by the DVLA or an Agent acting on its behalf
		16.10.1	The DVLA or an agent acting on its behalf reserves the right to carry out an inspection at any time of DHT's compliance with the terms of the DVLA Contract. Where possible, the DVLA shall give DHT 7 days' written notice of any such inspection.

- 16.10.2 In exceptional circumstances in relation to abuse of the ADD Service, access to Customer's Premises may be required by DVLA. Other than in exceptional circumstances, such as a suspected serious breach of Data security, examinations will be by prior contact and DVLA will notify DHT in advance of any Customer Premises they wish to examine.
- 16.10.3 DHT agrees to co-operate fully with any such inspection and to allow the DVLA, or an agent acting on its behalf, access to its Premises, equipment, Evidence, and Staff for the purposes of the inspection.
- 16.10.4 DHT, and where applicable the Customer, will respond as required to the findings and recommendations of any DVLA inspection and will provide updates as required on the implementation of any required actions.
- 16.10.5 The DVLA may at any time check the electronic trail relating to any ADD service activity made by DHT and contact the person responsible for such activity.
- 16.10.6 The DVLA may, by written notice to DHT, forbid access to the Data, or withdraw permission for continued access to the Data, to:
- any member of DHT's Staff; or
 - any person employed or engaged by any member of DHT's Staff, whose access to or use of the Data would, in the reasonable opinion of the DVLA, be undesirable; or
 - a particular customer of DHT (including Customer) (in exceptional circumstances), whose access or use of the Data would, in the reasonable opinion of the DVLA, be undesirable.
- 16.10.7 The decision of the DVLA as to whether any person or customer of DHT (including Customer) is to be forbidden from accessing the Data and as to whether DHT has failed to comply with these requirements must be final and conclusive.
- 16.10.8 The DVLA will be entitled to be reimbursed by DHT for all DVLA's reasonable costs incurred in the course of the inspection.
- 16.10.9 The Customer shall reimburse DHT on demand for any costs incurred by DHT pursuant to any inspection by DHT or the DVLA and for any losses incurred by DHT in relation to any inspection, investigation or complaint relating to Customer's obligations under this Appendix or use of the Data.
- 16.11 Action on Complaint**
- 16.11.1 Where a complaint is received about DHT or its customer (including Customer) which relates to any matter connected with the performance of DHT's obligations under the DVLA Contract or the use of Data, the DVLA may investigate the complaint. Likewise where a complaint is received by DHT about Customer which relates to any matter connected with the performance of Customer's obligations under this Appendix or use of the Data, DHT may investigate the complaint.
- 16.11.2 DHT must provide to DVLA any information relating to its requests for and use of the Data, or where applicable its customer's (including Customer) use of the Data, as the DVLA may reasonably require as part of any DVLA investigation. The DVLA may, in its sole discretion, acting reasonably, uphold the complaint and take further action in accordance with the DVLA Contract. Likewise Customer must provide to DHT any information relating to its requests for and use of the Data as DHT may reasonably require as part of any investigation. DHT may, in its sole discretion, acting reasonably, uphold the complaint and take further action in accordance with this Appendix.
- 16.12 Processor model terms and conditions**
- 16.12.1 Data Protection Legislation**
- 16.12.1.1 It is the duty of the Controller to comply with the Data protection principles. DHT is a Processor who has been appointed by the Customer. The Customer shall be the Controller of each item of Data received from the DVLA from the point of receipt of that Data by the Customer. The Customer must be responsible for complying with Data Protection Legislation in relation to the Processing of that Data by the Customer.
- 16.12.1.2 The Customer must comply with Data Protection Legislation and will duly observe all their obligations under Data Protection Legislation which arise in connection with the DVLA Contract.
- 16.12.1.3 The Customer will answer any Data Subject Requests that it receives for the Data and for which it is the Controller.
- 16.12.1.4 DHT will instruct the Data Subject to contact DVLA where the Data Subject Request is pursuant to DVLA's activities as a Controller. To this end, Customer must inform DHT immediately if it receives a Data Subject Request pursuant to DVLA's activities.
- 16.12.1.5 DHT will instruct the Data Subject to contact the Customer where the Data Subject Request is pursuant to the Customer's activities as a Controller, which include DHT's activities as a Processor of the Data.
- 16.12.2 Intermediary Requirements**
- 16.12.2.1 Where DHT is acting as an intermediary of its customers, DHT must provide DVLA with a complete and accurate list of its customers at any time upon request by DVLA. Wherever possible, DVLA will provide written notification providing advance warning of this requirement.
- 16.12.2.2 Where DHT is acting as a Processor or as an intermediary of its customers, DHT must enter into and maintain a written contract with each of its customers. The written contract must include Data Processing instructions given by the customer to DHT, in accordance with the requirements of Articles 28 and 29 of UK GDPR. This written contract must be in place before DHT acts as an intermediary for that customer and must contain the requirements stipulated in the DVLA Contract. The written contract between DHT and its customer (including Customer) must not conflict with or contradict any terms and conditions contained within the DVLA Contract.
- 16.12.2.3 Where DHT is acting as a Processor or as an intermediary of its customers, DHT must audit its customers (including Customer) and notify DVLA of any changes or issues. Evidence of the audit must be made available to DVLA upon request.
- 16.12.3 Restrictions on Disclosure of the Data**
- 16.12.3.1 DHT must respect the confidentiality of the Data and must not disclose it to any person, except in the following circumstances:
- to a sub-contractor who acts as DHT's Processor, with whom DHT must have entered into a written contract that requires the Processor to abide by requirements in the written contract between the Customer and DHT, in accordance with requirements of Articles 28 and 29 of UK GDPR which includes Data Processing instructions and requirements under Data Protection Legislation; or
 - to the Customer, in accordance with DVLA's permitted Processor operating model. DHT is an intermediary and Processor, who has been appointed by the Customer who is the Controller of the Data. The Customer must have entered into a written contract with DHT in accordance with requirements of Articles 28 and 29 of UK GDPR providing Data Processing instructions and requirements under Data Protection Legislation. The written contract must contain the requirements stipulated in the DVLA Contract; or
 - With the prior written approval of the DVLA (which may be given or refused at the absolute discretion of the DVLA):
 - provided that DHT must have entered into a written contract which requires the receiving party to abide by the requirements set out in the written contract between the Customer and DHT which includes Data Processing instructions and requirements under Data Protection Legislation and the requirements in the DVLA Contract; and
 - in accordance with any other conditions attached to the giving of that approval; or
 - If required to do so by law.
- 16.12.4 Driver Declaration Minimum Requirements**
- 16.12.4.1 DVLA is required to be satisfied that any Processing (including disclosure) of Personal Data is compliant with Data Protection Legislation. DHT may make enquiries of the record holder (the Data Subject) for its own legitimate purposes in accordance with Data Protection Legislation.
- 16.12.4.2 DHT must make the record holder fully aware that information from that person's driver record is to be obtained from DVLA by DHT, the categories of Data involved, the purposes and the period and frequency in which Data will be requested. DVLA requires DHT to Evidence this through the provision of a Driver Declaration signed by the record holder and containing a declaration to that effect.
- 16.12.4.3 DHT must have a defined procedure in place for obtaining Evidence of the record-holder's Driver Declaration.
- 16.12.4.4 DHT must retain Evidence at its main office for business operations for a period of two (2) years from the date of ADD Service enquiry, regardless of the length of time for which the Evidence was valid. Evidence must be retained in a structured manner that permits the easy recovery of specific cases. Evidence must be produced by DHT for any enquiry logged on DVLA's system. Evidence can be stored electronically provided it meets the requirements stated in the DVLA Contract.
- 16.12.4.5 Section 1 of the Driver Declaration form (company details) must clearly state the Registered Company Name of DHT as stated in the DVLA Contract. DHT may also state a trading name provided this is alongside the registered company name. In the event of the registered company name for DHT changing, or if there is any restructuring of the company that affects its legal entities, subsidiary companies or its trading name, a new Driver Declaration form must be completed to reflect the change.
- 16.12.5 Where DHT is acting as an intermediary of Customer, DHT must ensure that all Driver Declarations clearly state the registered company name of DHT and the Customer. DHT may also use or refer to a trading name

for the Customer provided this is alongside the registered company name of the Customer. In event of the Customer's registered company name changing, or if there is any restructuring of the Customer that affects its legal entities, subsidiary companies or its trading name, a new Driver Declaration form must be completed to reflect the change. It is the responsibility of DHT to ensure Customer informs DHT of any such changes.

- 16.12.6 When it is necessary for DVLA to change the Driver Declaration within the three-year period it may be a requirement for a new Driver Declaration to be obtained from the record holders concerned within this period (using the revised format), depending on the nature of any changes made.
- 16.12.7 Where DHT is acting as an intermediary for Customer, Driver Declarations completed and signed previously for a different intermediary are not valid and must not be used.
- 16.12.8 If DHT procedures permit a separation or delay between obtaining the Driver Declaration and making the enquiry on the record, there must be a clear audit trail to identify the employee responsible for obtaining the Driver Declaration.
- 16.12.9 The Driver Declaration is valid for a period of not more than 3 years from the date of signature or until the record holder ceases to drive for DHT (or Customer where DHT is acting as intermediary), whichever occurs sooner.
- 16.12.10 It is the responsibility of the record holder to inform and obtain written acknowledgement from DHT that their details will not be Processed further if that is the instruction. The rights of DHT (or Customer if DHT is acting as intermediary) under Data Protection Legislation are not affected, but DVLA reserves the right to withhold the record holder's Personal Data. Intermediary companies must ensure that procedures are in place to check the validity of Driver Declarations.
- 16.12.11 Where a paper Driver Declaration is used DVLA will accept original forms, photocopies, fax copies and electronically scanned copies on the basis that they are of good quality and the information contained thereon is clearly legible. This includes, but is not limited to:
- (a) handwriting and printed wording must not be obscured or tampered with in any way, shape or form.
 - (b) the use of correction fluid or other tampering will render the form invalid and will require the completion of a new one.
- 16.12.12 Forms printed from an electronic scanning solution must meet stipulations in paragraph 16.12.19.
- 16.12.13 DVLA offers a standard Driver Declaration (D906/ADD or D906) which DVLA recommend DHT uses as Evidence. Alternatively, DHT can produce a bespoke Driver Declaration. However, any such bespoke Driver Declaration must meet DVLA requirements and must first be approved by DVLA prior to being used.
- 16.12.14 For all "404" enquiries (Data that is not available from the ADD Service), only the standard DVLA Driver Declaration (D906/ADD or D906) will be accepted.
- 16.12.15 DHT is permitted to develop and implement electronic Driver Declaration solutions, providing that DHT can Evidence to DVLA, upon request, that the following information has been electronically presented to and read by the record holder, on a given date to support ADD enquiries:
- (a) Company details
 - The registered company name of DHT (and the registered company name of the Customer where DHT is acting as an intermediary) that will be requesting the driving licence Data
 - (b) The reason for the request
 - The Permitted Purpose for requesting the driving licence Data
 - If CPC information and / or tachograph information is required by DHT (and where applicable the Customer)
 - (c) The driver details:
 - Surname
 - First name
 - Date of Birth
 - Address
 - Driver Number
 - (d) The following fair processing declaration.

"I am the person referred to in [refer to section]. I understand the [named companies] will ask DVLA for my driver record information, as and when they require, for the purpose set out [refer to section]. I understand DVLA will disclose to the [named companies] all relevant information held in the computerised register of drivers maintained by DVLA. This includes

personal details, driving entitlements (with any associated restriction codes), valid endorsements and disqualifications (if relevant), photo images (in some circumstances), Certificate of Professional Competence (CPC) and Digital Tachograph Card details (where appropriate). This declaration will expire when I cease driving in connection with the company or in any case, 3 years from the date of my signature."

- 16.12.16 DHT is responsible as Controller for ensuring that any electronic Driver Declaration solutions comply with Data Protection Legislation.
- 16.12.17 All records containing Data obtained from the ADD Service will be retained by DHT in accordance with Data Protection Legislation. DHT will retain responsibility for the storage of Data and any subsequent failure to do so may result in the withdrawal of the ADD Service. Driver Declarations screen-prints and paper copies of records obtained from the ADD Service must be stored in a locked cupboard or similar in a lockable room with a suitable keypad or lock, which must be secured overnight. The Driver Declarations must be stored at DHT's address given as a point of contact to DVLA. Copies of records stored on electronic systems must meet the minimum level of security required. The minimum level of security must be implemented such that the controls described in this document are applied, and that electronic records can only be accessed by legitimate users who have authenticated correctly and have a Permitted Purpose to view the Data.
- 16.12.18 Any scanned images of paper Driver Declarations stored electronically must be encrypted and stored in a secure and auditable database provided the company has the facility and expertise to scan, store and destroy Data to required standards of legal admissibility.
- 16.12.19 Where DHT utilises an electronic Driver Declaration solution, DHT must ensure that all electronic Driver Declarations are encrypted, stored and destroyed to required standards of legal admissibility.
- 16.12.20 Where DHT receives a Data Subject Request under Article 17 of UK GDPR (the right to erasure) the following shall apply:
- 16.12.20.1 It is for DHT as Controller of the Personal Data collected on the Driver Declaration (and any other Personal Data they may collect from any source to provide driver entitlement checking services) to determine on a case-by-case basis whether the right to erasure applies and if the Data Subject Request can be fulfilled.
- 16.12.20.2 This consideration by DHT will take account of their legal basis (including the relevant Processing conditions) in UK GDPR to Process and retain that Personal Data. Information Commissioner's Office advice states that a Data Subject's right to erasure is not absolute and may only apply in certain circumstances.
- 16.12.20.3 Where DHT chooses to fulfil a right to erasure Data Subject Request of the Personal Data collected on the Driver Declaration, DVLA requires DHT to retain evidence of the right to erasure Data Subject Request in accordance with the accountability principle of UK GDPR.
- 16.13 Additional obligations**
- 16.13.1 DHT must:
- (a) audit Customer at least once in the first calendar year during which it acts as intermediary, and annually thereafter, and make evidence of such audits available to the DVLA upon request;
 - (b) notify the DVLA immediately of any Defaults that DHT considers having been committed by the Customer, whether discovered on audit by DHT or at any other time; and
 - (c) take any additional action DHT considers reasonable to ensure that the Customer must comply with all of the terms and conditions.