

SCHEDULE 4 - REQUIREMENTS IN RELATION TO INTERMEDIARIES, THIRD PARTY CUSTOMERS AND REQUESTORS

1. Contractual Obligations of all Intermediaries and Third Party Customers

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

- a) the position and obligations of **A4** (The Customer's Status), except the obligation on the Customer in clause **A4** shall instead be an obligation on the Intermediary or Third Party Customer;
- b) the obligations of the Customer in clause **B2** (Purpose For Which Data Is Provided);
- c) the obligations of the Customer in clause **C1** (The Customer's Key Staff), except that the obligation on the Customer in clause **C1.3** (changes in personnel) to notify the DVLA shall instead be an obligation on the Intermediary or Third Party Customer to notify the Customer;
- d) the obligations of the Customer in **PART F** (STATUTORY OBLIGATIONS) and **G2** (Publicity and Media);
- e) the obligations of the Customer in the following clauses, except that any obligation to seek the permission of or to notify the DVLA shall instead be an obligation to seek the permission of or to notify the Customer:
 - 1.1.e.1. H1.1 and H1.2 (Transfer and Sub-Contracting);
 - 1.1.e.2. H2 (Insolvency);
 - 1.1.e.3. H3 (Change of Control); and
 - 1.1.e.4. J7.1 (Consequences of Suspension and Termination).

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

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

- a) the obligations of the Customer in clause **B10** (Accuracy of the Data);
- b) the obligations of the Customer in clause **C2** (Reviews and Meetings), except that the requirements in that clause to attend meetings and otherwise may be placed on the Intermediary or Third Party Customer by the Customer and not by the DVLA;
- c) the obligations of the Customer in **PART D** (DATA PROTECTION), except that the obligations on the Customer in the following clauses to notify, inform, share information with or co-operate with the DVLA shall instead be obligations to notify, inform, share information with or co-operate with the Customer:
 - 2.1.c.1. D8.2 (outcome of internal compliance checks);
 - 2.1.c.2. D9 (Audits and Reviews);
 - 2.1.c.3. D10.1 (Data Loss Event); and
 - 2.1.c.4. D11.2 (Inspection).
- d) the requirements in **SCHEDULE 2, 4, and 5**.

2.2. The Customer must ensure that Caching of Data by Intermediaries or Third Party Customers is only possible where that Intermediary or Third Party Customer is compliant with all the requirements of the parent contract, and only in the following circumstances:

- a) For a limited period of 24 hours to allow multiple hits against a single record as part of continuous enquiry (e.g. multiple insurance quotes from a website or call centre);
- b) The Cache is protected from unauthorised access by way of encryption in accordance with Industry Best Practice;
- c) The Customer must ensure that Intermediaries and Third Party Customers are made aware that they must not use the Data to fulfil further enquiries or transactions on that Intermediary's or Third Party Customer's behalf or from Requestors or any other actual or potential customers of the Intermediary or Third Party Customer, nor

to fulfil multiple enquiries such as insurance or financial quotes after the 24 hour period permitted above has expired;

d) The Customer must make Intermediaries and Third Party Customers aware of the above and that storage of the Data for future use/to create an alternative database is not permitted. In addition, the Customer attention is drawn to the requirements of **SCHEDULE 5 (RESTRICTIONS ON DISCLOSURE OF VEHICLE IDENTIFICATION NUMBER (VIN))**.

3. Contractual Rights and Powers with Intermediaries and Third Party Customers

3.1. The rights and powers to be reserved by the Customer in accordance with clause **B5.2**, in the written contract between the Customer and each Intermediary or Third Party Customer, are as follows:

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

4. Ensuring Compliance by Intermediaries and Third Party Customers

4.1. In accordance with clause **B5** and in order to ensure the compliance of its Intermediaries and Third Party Customers with the obligations in **SCHEDULE 4 (REQUIREMENTS IN RELATION TO INTERMEDIARIES AND THIRD PARTY CUSTOMERS)**, the Customer shall:

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

5. Conditions on the Use of VRN as Search Criteria

5.1. Disclosure of the Data (or any extract from it) relating a specific vehicle upon entry of a VRN by a Requestor, an Intermediary or a Third Party Customer are only permitted in the following cases:

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

- Has sold, repaired, modified, or serviced that vehicle;
- Is providing an insurance quotation or vehicle finance for that vehicle;
- Is involved in reducing crime for that vehicle.

6. Restrictions on Free Disclosure of The Data

6.1. In order to restrict excessive amounts of Data from being disclosed to Third Party Customers, Intermediaries or Requestors, the Customer is only permitted to disclose the following Data fields free of charge and free of any conditions:

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