



April 1st, 2022

Chairman: Councillor A P Ewing

Vice-Chairman: Councillor C McCready

Aldermen: J Baird, M Henderson MBE and P Porter

Councillors: N Anderson, S Eastwood, A Givan, M Gregg, S Lee, H Legge, S Lowry, A McIntyre, R McLernon and S Skillen

Ex Officio:

The Right Worshipful the Mayor, Alderman S Martin

Deputy Mayor, Councillor T Mitchell

Notice Of Meeting

A meeting of the Environmental Services Committee will be held on **Wednesday, 6th April 2022 at 6:00 pm** for the transaction of the undernoted Agenda.

For those Members attending this meeting remotely, the Zoom details are included in the Outlook invitation that has been issued.

A light buffet will be available in Lighters Restaurant from 5.30pm.

David Burns
Chief Executive

Agenda

Covid-19 Safety Measures

When attending meetings in the Council Chamber you are asked to observe the following measures to ensure the safety of your Council colleagues and members of staff:

- Prior to meetings if you are experiencing symptoms of COVID-19 please do not attend. Book a test and self-isolate.
- Whilst not compulsory, you are encouraged to fulfil one of the three following measures before attending meetings:-
 - been fully vaccinated for more than two weeks; **or**
 - have had a negative PCR test or rapid lateral flow test taken within 48 hours of meetings (a lateral flow test taken at home will need to be reported into the public reporting system); **or**
 - evidence of a positive PCR test result for COVID-19 within the previous 180 days and following completion of the self-isolation period.

Please be reminded of the following recommendations:

- The wearing of face coverings are a personal choice but remain recommended.
- Good hand hygiene should continue to be observed and hand sanitiser is available in the ground floor foyer and the Council Chamber.
- Social distancing remains strongly advised. Desks will remain distanced at 1m apart and you should keep face-to-face contact to a minimum.

1.0 Apologies

2.0 Declaration of Interests

- (i) conflict of interest on any matter before the meeting (Members to confirm the specific item)
- (ii) pecuniary or non-pecuniary interest (Member to complete disclosure of interest form)

3.0 Report by the Head of Service (Building Control)

3.1 Street Naming - off Saintfield Road, Lisburn

 *Item 3.1 Street Naming Off Saintfield Road, Lisburn- Plantation View.pdf*

Page 1

 *Item 3.1 Appendix 1 BC - Site Layout Drawing.pdf*

Page 3

4.0 Report by the Head of Service (Environmental Health)

4.1 Application to Extend DfI Off Street Car Parking Contract

 *Item 4.1 Off Street Car parking enforcement contract.pdf*

Page 5

4.2 DVLA Web Enabled Enquiry System (WEE System) Contract	
📄 <i>Item 4.2 DVLA Web Enabled Enquiry System (WEE System) Contract.pdf</i>	<i>Page 7</i>
📄 <i>Item 4.2 Appendix 1 EH- unsigned copy of WEE Contract.pdf</i>	<i>Page 9</i>
4.3 Ruby's, Dundonald - Entertainment Licence Extension	
📄 <i>Item 4.3 Ruby's Entertainment Licence Review.pdf</i>	<i>Page 72</i>
📄 <i>Item 4.3 Appendix 2 EH - Entertainment Licence 2021.pdf</i>	<i>Page 75</i>
📄 <i>Item 4.3 Appendix 3 EH - Ongoing Service Requests.pdf</i>	<i>Page 76</i>
📄 <i>Item 4.3 Appendix 4 EH- Correspondence to Licensee.pdf</i>	<i>Page 77</i>

5.0 Report by the Head of Service (Waste Management and Operational Services)

5.1 Consultation on the Introduction of Mandatory Digital Waste Tracking	
📄 <i>Item 5.1 Consultation On Waste Tracking.pdf</i>	<i>Page 78</i>
📄 <i>Item 5.1 Appendix 1 WMO - Draft L&CCC Response, Council Waste Tracking Consultation.pdf</i>	<i>Page 81</i>

6.0 Confidential Report from the Director of Environmental Services

6.1 Extension to Contract for the Receipt, Processing, Treatment, Recycling and Disposal of Street Sweepings Waste (Lot 2)

Confidential due to containing information relating to the financial or business affairs of any particular person (including the Council holding that information)

6.2 Royal Hillsborough - Addressing Boundary

Confidential due to containing information (a) relating to any individual; and (b) which is likely to reveal the identity of an individual

7.0 Any Other Business



Environmental Services Committee

6th April 2022

Report from:

Head of Service - Building Control

Item for Decision

TITLE: Item 3.1 Street Naming – Off Saintfield Road, Lisburn

Background and Key Issues:

1. Viewpoint Developments Ltd has proposed the street name for a development of 27 dwellings off the Saintfield Road in Lisburn. The proposal for the street name is:
 - **PLANTATION VIEW** (1st preference)
 - **MILL LODGE** (2nd preference)
2. The development layout is attached in **Appendix 1 BC** for Members information. This request meets with the requirements of the Council's Street Naming Policy in that the name proposals are in keeping with existing approved street names in the vicinity and the topography of the site location.
3. The Building Control Service received no objections to the proposed names from the Elected Member of the relevant District Electoral Area and no objection from Royal Mail Address Management Team.
4. With regard to the Section 75 statutory duties (of the 1998 NI Act) this item has been subject to screening and 'screened out' by way of application of the (previously screened) Councils Street Naming & Numbering Policy, in order to follow due process.

Recommendation:

It is recommended that Members approve the street name PLANTATION VIEW be allocated to this proposed development of 27 dwellings off the Saintfield Road, Lisburn.

Finance and Resource Implications:

N/A

Screening:

Equality and Good Relations

Yes

Environmental Impact Assessment

No

Rural Impact Assessment

No

SUBJECT TO PLANNING APPROVAL:

No

If Yes, "This is a decision of this Committee only. Members of the Planning Committee are not bound by the decision of this Committee. Members of the Planning Committee shall consider any related planning application in accordance with the applicable legislation and with an open mind, taking into account all relevant matters and leaving out irrelevant consideration".

APPENDICES:

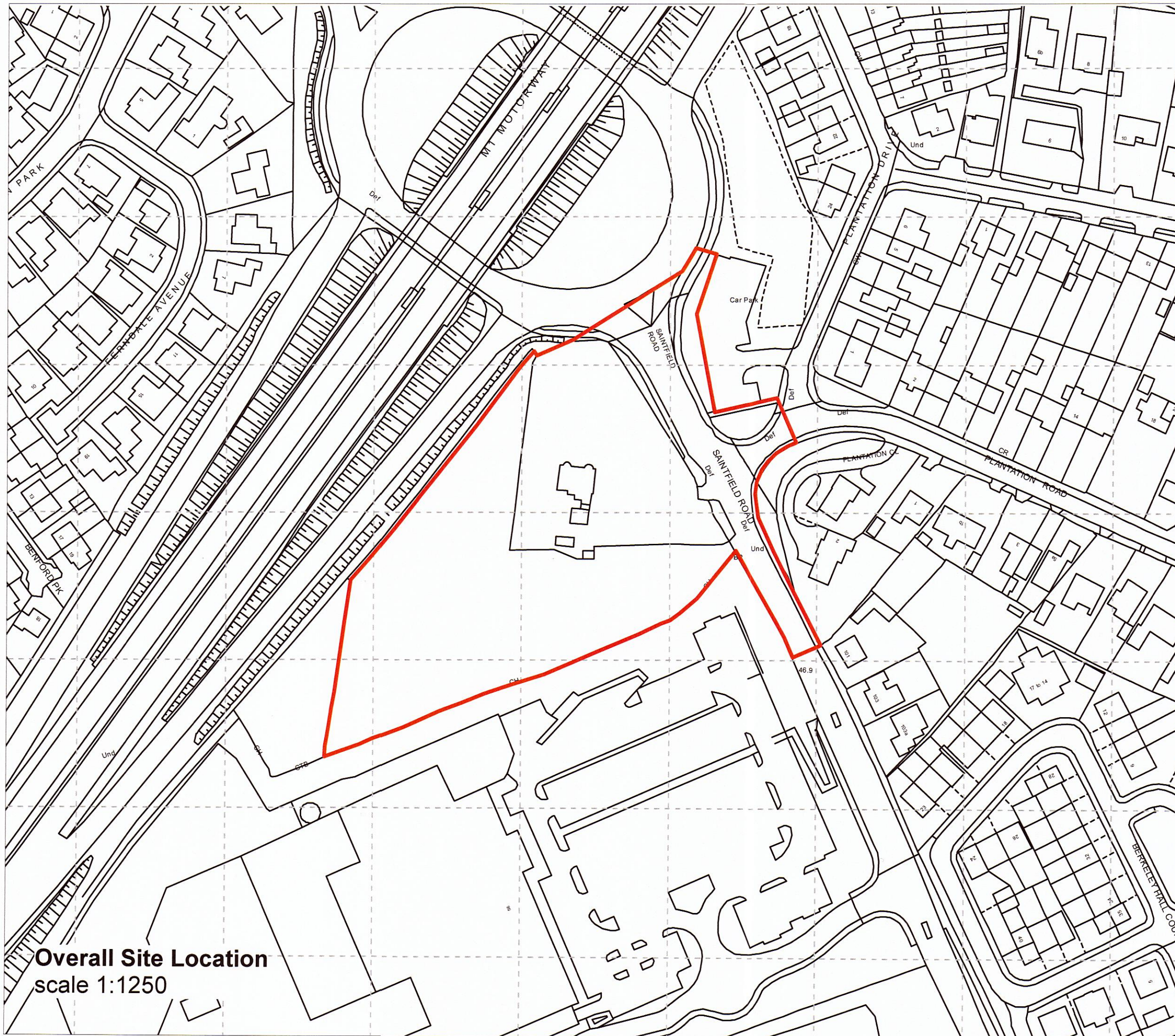
Development layout maps – **Appendix 1 BC**

HAS IT BEEN SUBJECT TO CALL IN TO DATE?

No

If Yes, please insert date:

APPENDIX 1 BC



363750

363700

363650

363600

Drawing No..... 01

Lisburn & Castlereagh City Council
 Area Planning Office
 RECEIVED
 05 AUG 2015
 File No. LAOS/2015/0166



PLANNING

363550

LETTER	DATE	TEXT

363500

JOB NO. 2314
 PROJECT
 Housing Development at Saintfield Rd for Fairbuild Ltd

DRAWING
 Site Location Map
 SHEET SIZE
 A3L

DRAWING NO. 2314-L01	SCALE(S) 1:1250	DATE DRAWN July 2015	DRAWN BY RS	CHECKED BY PMcG
-------------------------	--------------------	-------------------------	----------------	--------------------

155-157 DONEGALL PASS
 BELFAST
 BT7 1DT
 T 028 9024 5777 F 028 9024 6864
 71 CLARENDON ST
 LONDON
 E14 6TE
 T 028 7136 2782 F 028 7126 9829

363450

Overall Site Location
scale 1:1250





ACCOMMODATION SCHEDULE

TYPE A1* 5 person/3 bed 2 STOREY HOUSE ~ c.99.3 sq.m / 1,058sq.ft	18 No.
TYPE D* 5 person/3 bed 2 STOREY HOUSE ~ c.114.8 sq.m / 1,233sq.ft	8 No.
TYPE C* 7 person/4 bed 2 STOREY HOUSE ~ c.150.4 sq.m / 1,615sq.ft	1 No.
TOTAL	27 No.

Note: B denotes brick bay
R denotes rendered bay

Denotes elevations where all glazing incorporates acoustic mitigation measures

BOUNDARY WALL / FENCES KEY

	FENCE TYPE 1 1.5m high single boarded timber hit and miss fence & gate
	FENCE TYPE 2 1.2m high railing (painted galv. mesh)
	FENCE TYPE 3 2.1m high acoustic boarded fence
	FENCE TYPE 4 - OMITTED 2.1m high acoustic boarded fence
	FENCE TYPE 5 1.2m high post & wire fence
	WALL TYPE A 2m high brick wall & piers with brick coping
	WALL TYPE B Brick faced retaining wall & piers with brick coping & 1.2m railing (painted galv. mesh) above
	WALL TYPE C Low level brick retaining wall with brick coping & fencing or railing above (see fence types above)
	Denotes retaining kerb

LANDSCAPE KEY

	Existing tree		Proposed tree
	Grass		Planting
	Paving		Driveway

PLANNING

REV	DATE	TEXT
D	23/08/17	House types amended
C	06/09/17	Layout amended for LC&CC planning
B	17/10/16	Southern boundary fence changed from Type 4 to Type 1 & Fence Type 4 omitted
A	03/03/16	Levels amended, fencing & retaining walls adjusted

JOB NO. 2314
PROJECT
**Housing Development at Saintfield Rd
For Fairbuild Ltd**
DRAWING
Proposed Site Layout
SHEET SIZE
A1 L

DRAWN BY 2314-P03	SCALE 1:250	DATE DRAWN July 2015	DRAWN BY RS	CHECKED BY PMeG
----------------------	----------------	-------------------------	----------------	--------------------

155-157 DOWDALL PASS
B&P PART
BPT 001
T 038 9024 8777 F 038 9024 8864
71 CLARENCEON ST
LONDON
E8 4JF
T 020 7188 2162 F 020 7128 8928

RPP

REFER TO CIVIL ENGINEER'S DRAWINGS FOR REVISED ROAD LAYOUT

27 OCT 2017
Drawing No. *ae/s*
LCC
Lisburn & Castlereagh City Council
Area Planning Office
RECEIVED
File No.



Environmental Services Committee

6 April 2022

Report from:

Head of Service – Environmental Health

Item for Decision

TITLE: Item 4.1 – Application to extend Dfl Off Street car parking contract

Background and Key Issues

1. Off-Street Car Parking enforcement is being carried out through a contract with Transport NI of the Department of Infrastructure and being delivered on the ground by NSL.
2. Eight Councils are progressing with a collaborative enforcement and PCN processing tender led by Ards & North Down Borough Council.
3. However for a number of reasons including additional research and legal advice around the TUPE implications the progression of alternative service delivery will not be completed within the agreed timeframe.
4. Members may recall that there are 3 elements to the current tender:
 - Enforcement Services
 - PCN Processing and Contract Management
 - Computer services
5. As a result of this delay officers are seeking a 1 year extension to the existing Dfl agreement to allow the new tendering process to be concluded.

Recommendation:

It is recommended that Members approve a 1 year extension, (31 October 2023), to the existing Dfl contract to ensure all elements of the new contract tender are adequately addressed.

Finance and Resource Implications:

The present Contract runs until 31 October 2022 and budget is already in place within Environmental Health Off Street Car Parking to address this until 31 March 2023.

The extension until 31 October 2023 will be addressed as part of the Estimates process later this year.

Screening:

Equality and Good Relations

N/A

Environmental Impact Assessment

N/A

Rural Impact Assessment

N/A

SUBJECT TO PLANNING APPROVAL:

No

If Yes, "This is a decision of this Committee only. Members of the Planning Committee are not bound by the decision of this Committee. Members of the Planning Committee shall consider any related planning application in accordance with the applicable legislation and with an open mind, taking into account all relevant matters and leaving out irrelevant consideration".

APPENDICES:

None

HAS IT BEEN SUBJECT TO CALL IN TO DATE?

No

If Yes, please insert date:



Environmental Services Committee

6 April 2022

Report from:

Head of Service – Environmental Health

Item for Decision

TITLE: Item 4.2 DVLA Web Enabled Enquiry System (WEE System) Contract

Background and Key Issues

1. The Environmental Health Enforcement Section is responsible for investigating Environmental Crime. In order to instigate an investigation, Officers are sometimes required to obtain the details of the keeper of a vehicle which has been identified as being involved in an Environmental Crime. These “keepers” details are obtained by an Authorised Officer of the Council, who has been granted permission and access by the DVLA, to access the DVLA’s WEE System.
2. This service with DVLA, for which there is a Contractual Agreement, has been in place since 2014 and is now due for renewal.
3. Attached as **Appendix 1 EH** for Members’ information is a copy of the Driver and Vehicle Licensing Agency Web Enabled Enquiry System Contract.

Recommendation:

It is recommended that Members approve the signing of the Contractual Agreement between Lisburn and Castlereagh City Council and the Driver and Vehicle Licensing Agency.

Finance and Resource Implications:

This Contract is a partnership arrangement between the Council and the Driver and Vehicle Licensing Agency and there is no cost to the Council for the access of the Web Enabled Enquiry System for the purpose of investigating environmental crime.

Screening:

Equality and Good Relations

N/A

Environmental Impact Assessment

N/A

Rural Impact Assessment

N/A

SUBJECT TO PLANNING APPROVAL:

No

If Yes, "This is a decision of this Committee only. Members of the Planning Committee are not bound by the decision of this Committee. Members of the Planning Committee shall consider any related planning application in accordance with the applicable legislation and with an open mind, taking into account all relevant matters and leaving out irrelevant consideration".

APPENDICES:

Appendix 1 EH – Unsigned copy of WEE Contract

HAS IT BEEN SUBJECT TO CALL IN TO DATE?

No

If Yes, please insert date:



Driver & Vehicle
Licensing
Agency

Agreement between the Driver and Vehicle Licensing Agency and the Customer (as named in this agreement)

The following handling instructions apply to this document:

- Handle, use and transmit with care;
- Take basic precautions against accidental compromise, opportunist or deliberate attack;
- Dispose of sensibly by destroying in a manner to make reconstruction unlikely.



INVESTORS
IN PEOPLE

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PART A - GENERAL PROVISIONS

A1. Parties to this Contract

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

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

(2) Lisburn and Castlereagh City Council whose office address is at Lagan Valley Island, Lisburn, BT27 4RL (the “Customer”).

A2. Purpose of this Contract

A2.1. The purpose of this Contract is to set out the basis upon which the DVLA agrees to provide Information relevant to investigating offences, and/or contraventions, on request, using the Web Enabled Enquiry service (the WEE service). The WEE Link is located at Lisburn and Castlereagh City Council, Bradford Court, Upper Galwally, Belfast, BT8 6RB.

A3. Effective Date of the Contract

A3.1. This Contract shall commence upon dated signature by both Parties and will remain in force subject to termination or break in accordance with clauses I1 and I2. This will be known as the Effective Date of the Contract.

A4. The Customer’s Status

A4.1. At all times during the term of this Contract the Customer shall be an independent customer and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

A5. The DVLA’s Obligations

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

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

A6. Compliance with the Law and Industry Best Practice

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

A7. Notices

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

A7.2. Any notice or other communication which is to be given by either Party to the other shall be given by letter, sent by hand, first class post, recorded delivery or special delivery, by electronic mail or via the DfT Contract Management Portal. Such letters to the DVLA shall be written on the Customer's headed paper and addressed to the DVLA or via the DfT Contract Management Portal. Such letters to the Customer shall be addressed to the Commercial Manager listed in ANNEX A at the Customer's registered office or via the DfT Contract Management Portal. A7.3. If the Customer intends to change its registered office address, or intends to change its name, the Customer's Commercial Manager shall give the DVLA notice of the change in writing on the Customer's headed paper.

A8. Conflicts of Interest

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

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

A9. Definitions and Interpretation

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

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

“Controller”, “Processor”, “Processing”, “Data Protection Officer” (DPO), “Data Subject”, “Personal Data”, and “Personal Data Breach” and “Information Commissioner’s Office” (ICO) have the meanings prescribed under Data Protection Legislation.

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

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

- i) was public knowledge at the time of disclosure (otherwise than by breach of clause F1(Confidential Information))
- ii) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- iii) is received from a third party (who lawfully acquired it) without restriction as to its disclosure;
- iv) is independently developed without access to the Confidential Information;
- v) is agreed by the Parties in writing not to be confidential.

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

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

“Conviction” means, other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding-over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 (as amended) by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) (as amended) or any replacement or amendment to that Order, or being placed on a list kept pursuant to the safeguarding of Vulnerable Groups Act 2006 (as amended).

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

government ministers, government departments, government and particular bodies and government agencies.

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

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

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

“Data Protection Legislation” means;

- (i) the UK General Data Protection Regulation (UK GDPR) as amended from time to time;
- (ii) the Data Protection Act 2018 (DPA 2018) to the extent that it relates to Processing of Personal Data and privacy;
- (iii) all applicable Law about the Processing of Personal Data and privacy;
- (iv) the EU General Data Protection Regulation (EU GDPR) (Regulation (EU) 2016/679) where applicable to the Processing.

“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 to access their Personal Data.

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

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

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

“DfT Contract Management Portal” means the contract management system used by the DVLA to manage contracts.

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

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

“Effective Date” means the date this Contract becomes effective upon dated signature by both Parties.

“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.

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

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

“Force Majeure” means any cause affecting the performance by a Party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party. Such causes include fire; flood; violent storm; earthquake; pestilence; explosion; malicious damage; riots; war or armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made.

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

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

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

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

“Law” means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Processor 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 (including an anticipatory breach) which is not minimal or trivial in its consequences to the other Party. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

“Month” means calendar month.

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

“Permitted Purpose(s)” means the purpose for which the Data is provided by the DVLA to the Customer via the WEE service as stated in clause B2 and ANNEX B of this Contract.

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

“Regulatory Bodies” means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the DVLA and “Regulatory Body” shall be construed accordingly.

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

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

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

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

“Staff” means all persons employed by a Party to perform its obligations under the Contract together with the Party’s servants, agents, suppliers and [sub-contractors] used in the performance of its obligations under the 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 EU GDPR;

“Sub-Contracting” means the Customer appointing a third party to provide services on behalf of the Customer providing an appropriate Sub-Contracting agreement is in place. The Customer will retain Controller responsibilities while the Sub-Contractor is a Processor. The Customer shall be responsible for the acts and omissions of its Sub-Contractors as though they are its own.

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

“Variation” has the meaning given to it in clause G5 (Variation).

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

“WEE User(s)” means any individual person or department in the Customer’s control who assess or uses the WEE service in any way in accordance with the Contract.

“WEE Service” means the provision of Data regarding the keeper of a vehicle at the date of an event using the Web Enabled Enquiry service.

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

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

a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;

b) words importing the masculine include the feminine and the neuter;

c) reference to a clause is a reference to the whole of that clause unless stated otherwise;

d) reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;

e) reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;

f) the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”; and

g) any obligation on a Party to do any act or thing includes an obligation to procure that it be done and any obligation on a Party not to do any act or thing includes an obligation not to allow that act or thing to be done and to use its best endeavours to prevent such act or thing being done by a third party; and

h) headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract.

PART B - THE PROVISION OF DATA UNDER THE CONTRACT

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

B1.1. The DVLA discloses vehicle keeper details to local authorities and authorised organisations acting on their behalf under Regulation 27 (1) of the Road Vehicles (Registration and Licensing) Regulations 2002 (as amended).

B1.2 The lawful basis for processing is Article 6.1.e of the UK GDPR – processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller.

B2. Purpose for Which Data Is Provided

B2.1. The DVLA shall provide each requested item of Data to the Customer via the WEE Service solely for the Permitted Purposes defined in ANNEX B. The Customer must adhere to Data Protection Legislation when such information is exchanged.

B2.2. Enquiries to and responses from the DVLA for the Permitted Purpose will be made via online enquiries.

B2.3. The Customer shall use each item of the Data only:

a) for the Permitted Purpose (as defined in ANNEX B) for which it was provided and in accordance with its obligations under Data Protection Legislation; and

b) in relation to the particular date, event and purpose for which it was requested.

B2.4. Before making each enquiry for Data on the WEE system, the Customer shall gather evidence to ensure and demonstrate that it has a Permitted Purpose to request that Data. This evidence may include an eye witness report from an employee of the Customer, a signed written statement from a member of the public, CCTV footage, scans, images, photographs, correspondence and any other evidence that the Customer may rely on to show its compliance with the requirements of this Contract.

B2.5. The Customer shall hold the Data on only one database and shall not copy the Data nor link it to another database without the prior written permission of the DVLA. This requirement does not apply to the Data stored for backup or disaster recovery purposes.

B2.6. The requirements of clause D4 (Transfer of the Data outside the UK) apply to the Customer's backup or disaster recovery sites.

B2.7. The Customer will not sell the Data or permit it to be sold to any third party.

B3. The WEE Service

B3.1. The DVLA shall provide to the Customer a copy of the WEE system user guide, which describes the system requirements for the secure link through which the Data is accessed; and

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

B4. Technical Architecture

B4.1. DVLA will provide a database consisting of basic vehicle and vehicle keeper data. This will not be the main vehicle database itself, but a copy of the relevant information held within a replication database accessible by means of the WEE service provided by DVLA's IT Supplier. This data will be updated in near real-time utilising Sybase Technology.

B4.2. The physical connection between the Customer and the WEE service will be accessed using a standalone computer. If a laptop is used instead of a desktop PC, it must be secured to the desk during the day, locked in a cupboard overnight and never taken out of the office. Access to the WEE is via a dial-up network using the Microsoft Internet Explorer web browser. The dial-up link will use a Public Service Telephone Network (PSTN) (analogue) or Integrated Services Digital Network (ISDN) telephone line. Calling Line Identification (CLI) must be enabled. The telephone line must be a dedicated ISDN or analogue line with (CLI) enabled (the dial-up telephone number must be able to be authenticated by the DVLA server). The system cannot be accessed using Broadband, ASL or any other Internet connection.

B5. Time Limits for Data Requests

B5.1. The Customer may request Data using the WEE Service relating to events that occurred on or after the Commencement Date of the WEE Service.

B5.2. Enquires made on the WEE system must be made within 84 days of the reported offence and/or contraventions to receive the correct vehicle keeper details at the date of event.

B6. Requirements for Requests for Data

B6.1. In making each enquiry on the WEE system, the Customer shall correctly identify the registration mark or VIN number of the vehicle concerned and the date of the relevant event.

B6.2. The DVLA shall endeavour to provide the WEE service 24 hours per day. Where possible, the DVLA will notify the Customer in advance when the WEE service will be unavailable during maintenance.

B7. Accuracy of the Data

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

B7.2. The Customer shall ensure before relying on any item of Data that the Data provided matches the information in the request (for example, so that the model, type and colour of the vehicle match) and shall not seek to recover payment where the Data provided does not match the vehicle information in the request.

B7.3. If the Customer discovers an error in any data provided by DVLA, the Customer will inform DVLA of the error. The Customer should contact the WEE Helpdesk on telephone number 01792 788770.

B8. Geographical Extent of the Data

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

B9. Data That Is Not Available Via Any Electronic Service

B9.1. The WEE service does not provide access to Data from vehicle keeper records that are marked as unavailable for release through any electronic channel. DVLA cannot provide details of keeper records that are marked as unavailable, nor can it provide reasons why.

PART C - MANAGEMENT OF THE CONTRACT

C1. The Customer's Key Staff

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

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

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

b) the manager who is responsible for the management of the Data once in the hands of the Customer, to be referred to in this Contract as the Data Manager.

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

C2. Reviews and Meetings

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

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

C2.3. The DVLA reserve the right to review the Contract with the Customer at any time. Where required, DVLA and the Customer shall meet in person or via video or telephone conference to review:

a) the ongoing need for the WEE service as defined and any consequential variation to the terms of the Contract;

b) the Permitted Purpose for which the Data is provided;

c) the performance of the WEE service;

- d) the volume of Data which the DVLA is providing to the Customer;
- e) the security arrangements governing the Customer's safe receipt of the Data and the Customer's further use of the Data;
- f) the arrangements that the Customer has in place relating to the retention and secure destruction of the Data;
- g) any audits that have been carried out that have relevance to the way that the Customer is Processing the Data;
- h) any security incidents or Data Loss Events that have occurred with the Data;
- i) the training and experience of the Customer's Staff in their duties and responsibilities under Data Protection Legislation;
- j) other evidence that the Customer relies on to show its compliance with the requirements of this Contract and to support requests for Data made by the Customer.

PART D - DATA PROTECTION

D1. Data Protection Legislation

D1.1. The Parties shall comply with the requirements of Data Protection Legislation and subordinate legislation made under it, or any legislation which may supersede it, together with any relevant guidance and/or codes of practice issued by the Information Commissioner. All these requirements are referred to in this Contract as "Data Protection Legislation".

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

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

D1.4. The Customer shall (and shall ensure that each member of the Customer's Staff) comply with Data Protection Legislation and will duly observe all their obligations under Data Protection Legislation which arise in connection with the Contract.

D1.5. The DVLA is satisfied that providing the Data to the Customer for the Permitted Purpose is compliant with Data Protection Legislation.

D1.6. The Customer will answer any Data Subject Requests that it receives for the Data and for which it is the Controller.

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

D1.8. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. DVLA may, amend this agreement to ensure that it complies with any guidance issued by the Information Commissioners Office on no less than 30 Working Days' notice to the Customer.

D2. Data Security

D2.1. Both Parties shall ensure the safe transportation/transmission of the Data in accordance with the appropriate technical and organisational measures, the requirements of the Data Protection Legislation and Her Majesty's Government Security Policy Framework.

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

D2.3. The Customer shall comply with all the security requirements of the DVLA, including as a minimum those set out in SCHEDULE 1 (MINIMUM DATA SECURITY REQUIREMENTS) and any other requirements that the DVLA shall make from time to time.

D2.4. The Customer shall notify DVLA immediately, within a maximum of 24 hours of becoming aware, of any failure to comply with the requirements set out in SCHEDULE 1 of this Contract.

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

D3. Malicious Software

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

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

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

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

D4. Transfer of the Data outside the UK

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

- (i) the DVLA or the Customer has provided appropriate safeguards in relation to the transfer in accordance with Data Protection Legislation as determined by DVLA;
- (ii) the Data Subject has enforceable rights and effective legal remedies.

(iii) the Customer complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the DVLA in meeting its obligations);

(iv) the Customer complies with any reasonable instructions notified to it in advance by the DVLA with respect to the Processing of Personal Data; and

(v) ensure that transfers of Personal Data from the EEA to the UK comply with the EU GDPR and, where the transfer is safeguarded by Standard Contractual Clauses as issued by the European Commission, the conditions set down in those clauses are fully met;

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

D5. Restrictions on Disclosure of the Data

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

a) to a Sub-Contractor who acts as the Customer's Processor, with whom the Customer shall have entered into a written contract that requires the Processor to abide by requirements in SCHEDULE 1 and the terms for Sub-Contractors set out SCHEDULE 2;

b) to a Sub-Contractor who engages in debt collection, with whom the Customer shall have entered into a written contract which requires the Sub-Contractor to abide by the requirements in SCHEDULE 1 and SCHEDULE 2. For the avoidance of doubt, disclosure of Data to third parties as part of a Debt Assignment agreement is not permitted.

c) with the prior written agreement of the DVLA (which may be given or refused at the absolute discretion of the DVLA):

D5.1.c.1 Provided that the Customer shall have entered into a written contract which requires the Sub-Contractor to abide by the requirements in SCHEDULE 1, and the terms for Sub-Contractors set out in SCHEDULE 2; and

D5.1.c.2 In accordance with any other conditions attached to the giving of that approval; or

d) if required to do so by Law.

D5.4. If the Customer decides to outsource the activities of dealing with the Permitted Purposes, the Customer must retain access to and use of the WEE

system within the Local Authority and restricted access to Local Authority employees only. Third parties are not permitted to access the WEE system under any circumstances. The only exception is if the activity is carried out by a private company that is wholly owned by the Local Authority.

D5.5. The Customer should not act as an intermediary and obtain Data from the WEE Service for or on behalf of any third party organisation.

D6. Retention of Data and Evidence

D6.1. In accordance with Data Protection Legislation, the Customer shall retain each item of Data only for as long as is necessary with reference to the Permitted Purpose for which it was shared.

D6.2. The Customer shall arrange for the secure destruction or deletion of each item of Data, in accordance with the requirements of Data Protection Legislation, as soon as it is no longer necessary to retain it.

D6.3. The Customer shall retain for two years from the date of the enquiry, to allow inspection by the DVLA, the evidence that the Customer relies on to show its compliance with the requirements of this Contract. Such evidence shall include evidence relating to any mismatched or incorrect enquiries, which the Customer shall ensure are cross-referenced to the correct enquiry with a full audit trail also retained. There is no need, for DVLA's inspection purposes, for the Data to be retained as part of this requirement. The Data must be disposed of in accordance with the provision of clause D6.2 above.

D7. The Customer's Vetting and Disciplinary Policies

D7.1. The Customer shall maintain policies for vetting, hiring, training and disciplining the Customer's Staff and shall comply with these in respect of each person who has access to the WEE service. The minimum requirements for such vetting procedures are set out in SCHEDULE 1.

D8. The Customer's Internal Compliance Checks

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

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

D9. Audits and Reviews

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

D9.2. The Customer shall notify the DVLA immediately, within a maximum of 24 hours of becoming aware, of any audits that are being carried out by the Information Commissioner's Office under Data Protection Legislation, that are relevant to the Processing of the Data.

D10. Data Loss Event

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

D10.2 The Customer shall notify the 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. The Customer will notify the DVLA periodically of Data Loss Events that do not meet this criteria.

D10.3 The Customer understands that as the relevant Controller it shall 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 also for taking such action as is necessary to resolve the incident.

D11. Inspection by the DVLA

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

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

D11.3 The 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.

D11.4. The DVLA may at any time check the electronic trail relating to any activity made by the Customer and contact the person responsible for such activity.

D11.5. The DVLA may, by written notice to the Customer, forbid access to the Data, or withdraw permission for continued access to the Data, to:

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

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

D11.6. The decision of the DVLA as to whether any person is to be forbidden from accessing the Data and as to whether the Customer has failed to comply with this clause shall be final and conclusive.

D11.7. The DVLA will be entitled to be reimbursed by the Customer for all DVLA's reasonable costs incurred in the course of the inspection.

D12. Action on Complaint

D12.1. Where a complaint is received about the Customer or the manner in which its services have been supplied or work has been performed or procedures used or about any other matter connected with the performance of the Customer's obligations under the Contract or the use of Data, the DVLA may notify the Customer, and where considered appropriate by the DVLA, investigate the complaint. The Customer shall provide any information relating to the Customer's requests for and 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 PART I of the Contract.

PART E - STATUTORY OBLIGATIONS

E1. Prevention of Corruption

E1.1. The Customer shall not offer or give, or agree to give, to the DVLA or any other public body or person employed by or on behalf of the DVLA or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other contract with the DVLA or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such contract.

E1.2. If the Customer, its Staff or anyone acting on the Customer's behalf, engages in conduct prohibited by clause E1.1 or the Bribery Act 2010 (as amended), the DVLA may:

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

E2. Prevention of Fraud

E2.1. The Customer shall take all reasonable steps, in accordance with Industry Best Practice, to prevent Fraud by the Customer's Staff and the Customer (including its shareholder, members, and directors) in connection with the receipt of the WEE Service.

E2.2. The Customer shall notify the DVLA immediately, within a maximum of 24 hours of becoming aware, if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

E2.3. If the Customer or its Staff commits Fraud in relation to this or any other contract with the Crown (including the DVLA) the DVLA may:

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

E3. Discrimination

E3.1. The Customer must not unlawfully discriminate either directly or indirectly or by way of victimisation or harassment against a person on such grounds as age,

disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, colour, ethnic or national origin, sex or sexual orientation, and without prejudice to the generality of the foregoing the Customer must not unlawfully discriminate within the meaning and scope of the Equality Acts 2006 and 2010 (as amended), the Human Rights Act 1998 (as amended) or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.

E3.2. The Customer shall take all reasonable steps to secure the observance of clause E3.1 by all of its Staff.

E4. The Contracts (Rights of Third Parties) Act 1999

E4.1. A person who is not a party to the Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of both Parties. This clause does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999 (as amended) and does not apply to the Crown.

E5. Health & Safety

E5.1. The Customer shall promptly notify the DVLA of any health & safety hazards which may arise in connection with the performance of its obligations under the Contract, including but not limited to, on inspection by the DVLA.

E5.2. While on the Customer's Premises, the DVLA shall comply with any health and safety measures implemented by the Customer in respect of its Staff and other persons working there.

E5.3. The DVLA shall notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

E5.4. The Customer must comply with the requirements of the Health & Safety at Work etc. Act 1974 (as amended) and any other acts, orders, regulations and codes of practice relating to health & safety, which may apply to the Customer's Staff and other persons working on the Premises in the performance of its obligations under the Contract.

PART F - PROTECTION OF INFORMATION

F1. Confidential Information

F1.1. Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:

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

F1.2. Clause F1.1 shall not apply to the extent that:

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

F1.3. The Customer may only disclose the DVLA's Confidential Information to the Customer's Staff who are directly involved in the supply of the Data through the WEE Service and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.

F1.4. The Customer shall not, and shall ensure that the Customer's Staff do not, use any of the DVLA's Confidential Information received otherwise than for the purposes of this Contract.

F1.5. At the written request of the DVLA, the Customer shall procure that those members of its Staff identified in the DVLA's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.

F1.6. Nothing in this Contract shall prevent the DVLA from disclosing the Customer's Confidential Information (including audit and inspection reports):

a) to any Crown body or any other Contracting Authority. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown body or any Contracting Authority;

b) to any consultant, contractor or other person engaged by the DVLA or any person conducting an Office of Government Commerce gateway review;

c) for the purpose of the examination and certification of the DVLA's accounts;

d) for any examination pursuant to section 6(1) of the National Audit Act 1983 (as amended) of the economy, efficiency and effectiveness with which the DVLA has used its resources.

F1.7. The DVLA shall ensure that any government department, Contracting Authority, employee, third party or Sub-Contractor to whom the Customer's Confidential Information is disclosed pursuant to clause F1.6 is made aware of the DVLA's obligations of confidentiality.

F1.8. Nothing in this clause shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of Intellectual Property Rights.

F2. Publicity and Media

F2.1. The Customer shall notify the DVLA immediately if any circumstances arise which could result in publicity or media attention to the Customer which could adversely reflect on the DVLA or the WEE service.

F3. Intellectual Property Rights

F3.1. All Intellectual Property Rights in the Contract and any publications or data relating to the Contract, in any guidance, specifications, instructions, toolkits, plans, drawings, databases, software, patents, patterns, models, designs or other material furnished or made available to the Customer by or on behalf of the DVLA shall remain the property of the DVLA.

F3.2. The Customer shall not, and shall ensure that its Staff shall not, (except when necessary for the performance of the Contract) without the prior written approval of the DVLA, use or disclose any Intellectual Property Rights in any of the material listed in clause F3.1.

F4. Crown Copyright and Publication

F4.1. All copyright and rights in the nature of copyright, unregistered design rights, registered design rights, patent rights and all other rights of a like nature arising in relation to the Contract, shall vest in and be the absolute property of the DVLA. Nothing in the Contract shall in any way derogate from the rights of DVLA under any legislation relating to patents, copyrights, registered design rights or design rights.

F4.2. Under delegated powers of Crown Copyright, the DVLA shall be the proprietor of the copyright in respect of the Contract and any data or publications relating to this copyright.

PART G - CONTROL OF THE CONTRACT

G1. Transfer and Sub-Contracting

G1.1. The Customer may sub-contract its Processing of the Data to a Processor and may sub-contract to a debt collector for the recovery of charges related to the Permitted Purposes described in ANNEX B and in accordance with clause D5.1. The Customer shall not assign, sub-contract or in any other way dispose of the Contract or any part of it without the prior written permission of the DVLA.

G1.2. Sub-Contracting any part of the Contract shall not relieve the Customer of any of its obligations or duties under the Contract. The Customer shall be responsible for the acts and omissions of its Sub-Contractors as though they are its own. Where the DVLA has given approval to the placing of sub-contracts, copies of each sub-contract shall, at the request of the DVLA, be sent by the Customer to the DVLA as soon as reasonably practicable.

G1.3. Subject to clause G1.5, the DVLA may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

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

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

G1.4. Any change in the legal status of the DVLA such that it ceases to be a Contracting Authority shall not, subject to clause G1.3, affect the validity of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the DVLA.

G1.5. If there is a change in the legal status of the DVLA such that it ceases to be a Contracting Authority (in the remainder of this clause such body being referred to as the "Transferee"):

- a) the rights of termination of the DVLA in this Contract shall be available to the Customer in the event of respectively, the bankruptcy or insolvency, or Default of the Transferee; and

b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior agreement in writing of the Customer.

G1.6. The DVLA may disclose to any Transferee any Confidential Information of the Customer which relates to the performance of the Customer's obligations under the Contract. In such circumstances the DVLA shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Customer's obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

G1.7. Each Party shall at its own cost and expense carry out, to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the provisions of the Contract.

G2. Insolvency

G2.1. The Customer shall notify the DVLA immediately in writing where the Customer is a company and in respect of the Customer:

a) a proposal is made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 (as amended) or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or

b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or

c) a petition is presented for its winding-up (which is not dismissed within 14 Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986 (as amended); or

d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or

e) an application order is made either for the appointment of an administrator or for an administration order, and administrator is appointed, or notice of intention to appoint an administrator is given; or

f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986 (as amended); or

g) being a “small company” within the meaning of section 247(3) of the Companies Act 1985 (as amended), a moratorium comes into force pursuant to Schedule 1A of the Insolvency Act 1986 (as amended); or

h) any event similar to those listed in this clause occurs under the law of any other jurisdiction.

G2.2. The Customer shall notify the DVLA immediately in writing where the Customer is an individual and:

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

b) a petition is presented and not dismissed within 14 Days or order made for the Customer’s bankruptcy; or

c) a receiver, or similar officer is appointed over the whole or any part of the Customer’s assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or

d) the Customer is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986 (as amended); or

e) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer’s assets and such attachment or process is not discharged within 14 Days; or

f) suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.

G3. Change of Control

G3.1. The Customer shall seek the prior written agreement of the DVLA to any change of control within the meaning of section 450 of the Corporation Taxes Act 2010 (“Control”) (as amended). Where the DVLA has not given its written agreement before the Change of Control, the DVLA may terminate the Contract by notice in writing with immediate effect within 26 weeks of:

a) being notified that that change of control has occurred; or

b) where no notification has been made, the date that the DVLA becomes aware of that change of control.

G4. Waiver

G4.1. The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.

G4.2. No waiver shall be effective unless it is expressly stated to be a waiver and it is communicated to the other Party in writing in accordance with clause A7 (Notices).

G4.3. A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

G5. Variation

G5.1. No Variation of this Contract shall be effective unless it is in writing and signed by the Parties.

G5.2. If the Customer requests a Variation, it must give the DVLA sufficient information to assess the extent of the Variation and to consider whether any change to the fees is required in order to implement the Variation.

G5.3. If the DVLA accepts any Variation requested by the Customer, the DVLA shall notify the Customer of the date when the Variation shall take effect.

G5.4. If the DVLA requests a Variation, it may specify a period within which the Customer shall respond to the request for the Variation. Such period shall be reasonable having regard to the nature of the Variation. If the DVLA considers it appropriate to require the Customer to confirm its agreement to the Variation by signing any document detailing that Variation (including a version of the Contract amended to include the Variation), the Customer shall return a signed copy of that document to the DVLA within 28 Days pursuant to this clause.

G6. Severability

G6.1. If any court or competent authority finds that any provision of this Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted with the minimum modification necessary to make it legal, valid and enforceable and the validity and enforceability of the other provisions of this Contract shall not be affected.

G7. Remedies Cumulative

G7.1. Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be

exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

G8. Entire Agreement

G8.1. This Contract constitutes the entire agreement between the Parties in respect of the WEE Service between the DVLA and the Customer. This Contract supersedes all prior negotiations and contracts between the parties and all representations and undertakings made by one part to another, whether written or oral, except that this clause shall not exclude liability in respect of any Fraud or fraudulent misrepresentation.

G8.2. In the event of, and only to the extent of, any conflict between the clauses of the Contract, any document referred to in those clauses and the Schedules and Annexes , the conflict shall be resolved in accordance with the following order of precedence:

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

PART H - LIABILITY, INDEMNITY, MITIGATION AND INSURANCE

H1. Liability

H1.1. Neither Party excludes or limits liability to the other Party for:

- a) death or personal injury caused by its negligence; or
- b) fraud; or
- c) fraudulent misrepresentation.

H1.2. Subject always to clause H1.1 and separately from the indemnity in clause H2, the liability of each Party to the other arising in connection with this Contract (whether in respect of breach of contract, tort, negligence or any other Default) shall be limited to the sum of one million pounds (£1,000,000).

H1.3. The Customer's liability for direct loss or damage to the DVLA caused by the Customer's Default shall include liability for additional operational and administrative costs and wasted expenditure that arises as a direct consequence of the Default.

H1.4. The DVLA's liability for direct loss or damage to the Customer caused by the DVLA's Default shall include loss of profits, business revenue, and goodwill that arise as a direct consequence of the Default.

H1.5. All Equipment used by the Customer to access the WEE service shall be used at the Customer's own risk and the DVLA shall have no liability for any loss of or damage to any Equipment unless the Customer is able to demonstrate that such loss or damage was directly caused or contributed to by the DVLA's Default.

H1.6. Subject to clauses H1.1 and H2, in no event shall either Party be liable to the other for any loss of savings (whether anticipated or otherwise).

H1.7. Subject to clauses H1.1 and H2, in no event shall either Party be liable to the other for any indirect or consequential or special loss or damages.

H2. Indemnity

H2.1. Subject to clause H2.2, the Customer shall indemnify the DVLA in the sum of one million pounds (£1,000,000) for each and every event, and keep the DVLA indemnified fully for six years after the termination of the Contract against all claims, proceedings, actions, and any damages, costs, expenses and any other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by the DVLA that arise out of a claim relating to the performance or non-performance by the Customer of its obligations under the Contract. Such indemnity shall include losses in respect of any death or personal injury, loss of or damage to property, a Personal

Data Breach or any other loss which is caused directly or indirectly by any act or omission of the Customer.

H2.2. The Customer shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the DVLA or by breach by the DVLA of its obligations under the Contract.

H2.3. The DVLA shall notify the Customer in writing of any such claim and will not, without first consulting with the Customer, make an admission relating to the claim.

H3. Mitigation

H3.1. Each Party shall at all times take all reasonable steps to minimise and mitigate any loss for which that Party is entitled to bring a claim against the other Party under clause H2 or H1.

H4. Insurance

H4.1. The Customer shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all insurable risks which may be incurred by the Customer, arising out of the Customer's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss.

H4.2. The Customer shall ensure that the amount of such insurance cover will be adequate to enable the Customer to satisfy both the indemnities referred to in clause H2 and the liability referred to in clause H1.

H4.3. Such insurance shall be maintained for the duration of supply of the WEE service and for a minimum of 6 (six) years following the termination of the Contract.

H4.4. The Customer shall give the DVLA, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

H4.5. If, for whatever reason, the Customer fails to give effect to and maintain the insurances required by the provisions of the Contract the DVLA may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Customer.

H4.6. The provisions of any insurance or the amount of cover shall not relieve the Customer of any liabilities under the Contract.

H5. Warranties and Representations

H5.1. The Customer warrants and represents that:

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

PART I - DEFAULTS, DISRUPTION, SUSPENSION & TERMINATION

I1. Break

I1.1. Without prejudice to any other rights or remedies that the Parties may have, either Party may terminate the Contract by giving the other Party at least 28 Days' notice in writing.

I2. Termination for Material Breach

I2.1. A Party may terminate the Contract with immediate effect by written notice to the other Party on or at any time after the occurrence of an event specified in clause I2.2.

I2.2. The events are that:

a) The Customer commits three or more Defaults, whether simultaneously or singly at any time during the operation of the Contract, irrespective of whether any or all of such breaches is minimal or trivial in nature;

b) The Customer commits a Material Breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 26 weeks after being notified in writing to do so.

I2.3. For the purposes of clauses I2.2.a) and I2.2.b) , 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.

I3. Suspension of the WEE service

I3.1. If it comes to the attention of the DVLA that the Customer has committed any Default (including Material Breaches and all other Defaults), the DVLA may suspend access to the WEE service without further notice and with immediate effect and investigate the nature and effect of the breach. The length of the suspension period will be at DVLA's discretion.

I3.2. The DVLA may from time to time issue guidance on its principles on suspending access to the WEE service and terminating contracts to supply data using the WEE service. The guidance may include guidance concerning: types of Defaults which the DVLA may consider to be Material Breaches; guidance as to specific types of breach that the DVLA will consider to be remediable; how such breaches may be remedied; how long suspension may last; when following any period of suspension the Customer may resume making requests and in relation to

which dates of events such requests may be made; and guidance as to which types of breach the DVLA may consider to be irremediable.

I4. Effect of Suspension

I4.1. If the DVLA suspends access to the WEE service at any time, the Customer shall co-operate with any further investigation, audit or review that the DVLA requires to be carried out in relation to the Data provided to the Customer.

I4.2. The DVLA may refuse to resume access to the WEE service until the Customer provides assurances that the matter resulting in the suspension has been resolved to the satisfaction of the DVLA, and takes specified actions within a reasonable period set by the DVLA.

I4.3. The DVLA may require that an inspection is carried out after access to the WEE service is resumed, to check the Customer's compliance with the Contract and Data Protection Legislation.

I4.4. The DVLA reserves the right to recover costs from the Customer for any inspection and shall require the Customer to pay the reconnection fee before it will resume the WEE service. There will be a charge of £50 (plus VAT at the prevailing rate) to reconnect a suspended link and an additional £250 (plus VAT at the prevailing rate) if an inspection is necessary.

I4.5. During any suspension period, the DVLA shall not provide Data to the Customer either through the WEE service or through any paper service.

I4.6. The Customer shall reimburse the DVLA for all DVLA's costs and expenses incurred in relation to the DVLA's right under clause I4 to carry out an inspection, investigation, audit or review of the Customer.

I5. Insolvency

I5.1. Where the DVLA is notified in writing of any of the circumstances listed in clause I5 (Insolvency), the DVLA may suspend the WEE Service without further notice and with immediate effect and investigate further whether any of the Customer's directors or any liquidator, receiver, administrative receiver, administrator, or other officer is capable of ensuring that the provisions of this Contract and of the Data Protection Legislation are complied with. If the DVLA is not satisfied that any such person shall ensure such compliance, the DVLA may terminate the Contract by written notice with immediate effect.

I6. Other Termination Rights

I6.1. The DVLA may terminate the Contract by written notice with immediate effect if in the reasonable view of the DVLA, during any period of suspension of the WEE Service the Customer:

- a) fails to co-operate with any investigation, audit or review;
- b) fails to provide any assurances or take any actions within the reasonable period set by the DVLA under clause I4.2; or
- c) fails to provide assurances that satisfy the DVLA (acting reasonably) that the WEE Customer has complied and shall continue to comply with the requirements of this Contract and Data Protection Legislation.
- d) Causes reputational damage to DVLA through any act or Default committed by the Customer or its Staff.

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

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

17. Consequences of Suspension and Termination

17.1. After the WEE Service has been suspended or the Contract has been terminated or both, the Customer shall continue to comply with its obligations under this Contract and under Data Protection Legislation in relation to the Data which it holds, including as to the proper use of the Data, retention of the Data and secure destruction of the Data.

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

17.3. Save as otherwise expressly provided in the Contract:

- a) termination of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
- b) termination of the Contract shall not affect the continuing rights, remedies or obligations of the DVLA or the Customer under any provision of this Contract which expressly or by implication is intended to come into or to continue in force on or after termination of this Contract.

18. Supply of Data to Related Persons After Termination

18.1. If it comes to the attention of the DVLA that the Customer committed any Default in its obligations in relation to the Data prior to termination of the Contract, or if the DVLA has reason to believe that the Customer did not comply with its duties in relation to the Data under Data Protection Legislation, the DVLA shall reserve the right to refuse to provide any further Data by any means to the Customer, its directors or to any other Company with which those directors are associated, for up to 12 months, starting on the date of Termination of the Contract.

18.2. Where DVLA has terminated this Contract, the Customer will no longer be permitted to process or transfer the Data received, prior to termination.

19. Disruption

19.1. The DVLA shall immediately inform the Customer of any actual or potential industrial action, whether such action is taken by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.

19.2. The DVLA shall not be liable to the Customer for any additional expense or loss incurred by the Customer as a result of such disruption.

19.3. The Customer shall immediately inform the DVLA of any actual or potential industrial action, whether such action is taken by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.

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

19.5. If the Customer's proposals referred to in clause 19.4 are considered insufficient or unacceptable by the DVLA acting reasonably, then the Contract may be terminated with immediate effect by the DVLA by notice in writing.

110. Force Majeure

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

I10.2. Any failure or delay by either Party in performing its obligations under the Contract which results from any failure or delay by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Party.

I10.3. If either Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any failure or delay on its part as described in this clause it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period for which it is estimated that such failure or delay shall continue.

I10.4. If the Customer is unable to perform any of its Data protection obligations under the Contract as a result of Force Majeure, it shall ensure its Data protection obligations are fulfilled by alternative means and shall notify the DVLA immediately giving detailed information as to how it shall ensure that the Data is protected.

PART J - LAW AND DISPUTE RESOLUTION

J1. Governing Law and Jurisdiction

J1.1. Subject to the provisions of this Contract regarding Dispute Resolution, the DVLA and the Customer accept the exclusive jurisdiction of the courts of England and Wales and agree that the Contract and all non-contractual obligations and other matters arising from or connected with it are to be governed and construed according to English Law.

J2. Dispute Resolution

J2.1. The Parties shall attempt in good faith to negotiate a settlement to any Dispute between them arising out of or in connection with the Contract within 20 Working Days of either Party notifying the other of the Dispute and such efforts shall involve the escalation of the Dispute to those people nominated in ANNEX A and the DVLA and any other DVLA staff for that purpose.

J2.2. Nothing in this Dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

J2.3. If the Dispute cannot be resolved by the parties pursuant to clause J2.1, they shall refer it to mediation pursuant to the procedure set out in clause J2.5 unless (a) the DVLA considers that the Dispute is not suitable for resolution by mediation; or (b) the Customer does not agree to mediation.

J2.4. If a Dispute is referred to mediation or arbitration, the obligations of the Parties under the Contract shall not otherwise cease, or be suspended or delayed by the reference of a Dispute to mediation (or arbitration) and the Customer and its Staff shall comply fully with the requirements of the Contract and of Data Protection Legislation at all times.

J2.5. The procedure for mediation and consequential provisions relating to mediation are as follows:

a) a mediator (the "Mediator") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator.

b) The Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution or other mediation provider to provide guidance on a suitable procedure.

c) Unless otherwise agreed, all negotiations connected with the Dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.

d) If the Parties reach agreement on the resolution of the Dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.

e) Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written agreement of both Parties.

f) If the Parties fail to reach agreement in the structured negotiations within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any Dispute or difference between them may be referred to the Courts, unless the Dispute is referred to the arbitration procedures set out in clause J2.7

J2.6. Subject to clause J2.2, the Parties shall not institute court proceedings until the procedures set out in clauses J2.1 and J2.3 have been completed save that:

a) the DVLA may at any time before court proceedings are commenced serve a notice on the Customer requiring the Dispute to be referred to and resolved by arbitration in accordance with clause J2.7.

b) if the Customer intends to commence court proceedings, it shall serve written notice on the DVLA of its intentions and the DVLA shall have 21 Days following receipt of such notice to serve a reply on the Customer requiring the Dispute to be referred to and resolved by arbitration in accordance with clause J2.7.

c) the Customer may request by notice in writing to the DVLA that any Dispute be referred and resolved by arbitration in accordance with clause J2.7, to which the DVLA may agree as it sees fit.

J2.7. In the event that any arbitration proceedings are commenced pursuant to clause J2.6:

a) the arbitration shall be governed by the provisions of the Arbitration Act 1996 (as amended);

b) the DVLA shall give a written notice of arbitration to the Customer (the "Arbitration Notice") stating:

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

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

c) the London Court of International Arbitration ("LCIA") procedural rules in force at the date that the Dispute was referred to arbitration in accordance with clause 36.7(b) shall be applied and are deemed to be incorporated by reference to the Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;

d) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;

e) if the Parties fail to agree the appointment of the arbitrator within 10 Days of the Arbitration Notice being issued by the DVLA under clause J2.7 or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;

f) the arbitration proceedings shall take place in London and in the English language; and

g) the arbitration proceedings shall be governed by, and interpreted in accordance with, English Law.

SCHEDULE 1 - MINIMUM DATA SECURITY REQUIREMENTS

1. Data Security Requirements

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

a) Data, including back-up data, must be retained in secure premises and locked away;

b) Data, including back-up data, must be protected from unauthorised access, release or loss;

c) A User ID and password must be required to enter all databases on which the Data is stored;

d) A unique User ID and password must be allocated to each person with access to the Data or the WEE Service;

e) User IDs must not be shared between the Customer's Staff;

f) Access to the Data must be minimised so that only where necessary are individuals given the following levels of access:

- ability to view material from single identifiable records;
- ability to view material from many identifiable records;
- functional access, including: searching, amendment, deletion, printing, downloading or transferring information;
- Third Parties are not permitted to access the WEE system under any circumstances.

g) An electronic trail relating to any activity involving the Data must be retained, identifying the User ID and individual involved in each activity;

h) The Data must not be accessed from, copied onto or stored on Removable Media. Laptops may be used but only if the device has full disk encryption installed in line with Industry Best Practice, and secured to a desk within the Customers Premises and is securely protected when not in use;

i) All manual and electronic enquiries must be logged centrally and stored by the Customer;

- j) Enquiries must be checked by senior staff of the Customer's Staff on a regular basis;
- k) Senior members of the Customer's Staff must conduct reconciliation checks between incoming and outgoing enquiry volumes on a regular basis;
- l) Data must be used only for the Permitted Purpose for which it was obtained;
- m) Data must be kept only for as long as necessary, as required by clause D6.1 of the Contract;
- n) Paper records must be destroyed so that reconstruction is unlikely;
- o) Electronic data must be securely destroyed or deleted in accordance with current guidance from the Information Commissioner's Office as soon as it is no longer needed;
- p) Data received by post must be available only to appropriately trained and experienced members of the Customer's Staff, who must abide by the requirements of this Contract and of Data Protection Legislation;
- q) All records containing personal information, including screen prints, reports or other data which have been supplied or derived from the DVLA's system in any format must be handled and retained in a secure manner;
- r) All premises and buildings in which the Data is stored must be secure;
- s) Information must not be passed to third parties except in accordance with clause D5.1 and with the prior written permission of the DVLA where applicable; and
- t) Any conditions required by the DVLA in giving permission for disclosure to third parties must be satisfied.

2. Inspection, Internal Compliance and Audit

2.1. The Data Governance Assessment form shall be completed upon DVLA request, and shall confirm whether or not the following requirements have been complied with:

- a) all of the Data Security requirements in paragraph 1 of this Schedule; and
- b) the required statements of the Permitted Purpose, the Customer's entitlement to seek payment for the offence, details of the DVLA's and the Office of the Information Commissioner's complaints procedures, were included in the first written communication with every vehicle keeper.

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

3.1. The minimum requirements for the Customer's Staff vetting procedures, which are required by clause D7 of this Contract, are as follows:

- a) The Customer shall confirm the identity of all of its new Staff.
- b) The Customer shall confirm the references and qualifications of all of its Staff.
- c) The Customer shall require all persons who are to have access to the WEE service or to the Data to complete and sign a written declaration of any unspent criminal Convictions.
- d) The Customer shall ensure that no person who discloses that he or she has a Relevant Conviction, or who is found by the Customer to have any Relevant Conviction (whether as a result of a police check or through the Criminal Records Bureau procedures or otherwise), is allowed access to the Data or to the WEE service without the prior written approval of the DVLA.
- e) The Customer shall not allow any person with unspent criminal convictions to have access to the WEE service or to the Data, except with the prior written permission of the DVLA.
- f) The Customer shall require all persons who are to have access to the WEE service or to the Data to complete and sign an agreement to use the WEE service and the Data only for the Permitted Purpose set out in this Contract and in accordance with the Customer's procedures.
- g) The Customer shall require that each person who has access to the Data shall sign a document confirming that the person shall use the Data and the WEE service only in accordance with the Customer's procedures and only for the Permitted Purpose as described in ANNEX B.
- h) The Customer shall ensure that each person who has access to the WEE service or the Data shall act with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper use of the WEE service and the Data.
- i) The Customer shall ensure that each person who is authorised to use the WEE service has been trained in the operation of the system and its associated procedures. The Customer shall keep documentary records of attendance on such training by each person.
- j) The Customer shall ensure that each person who has access to the Data is appropriately trained in and aware of his or her duties and responsibilities under Data Protection Legislation and this Contract.

k) The Customer shall maintain a procedure for authorising the creation of user accounts and for the prompt deletion of accounts that are no longer required.

l) The Customer's disciplinary policy shall state that misuse of the WEE service or the Data by any person shall constitute gross misconduct and may result in summary dismissal of that person. The Customer shall notify such misuse to the DVLA and the person involved shall be refused all future access to DVLA Data.

SCHEDULE 2 - REQUIRED TERMS FOR CONTRACTS WITH SUB-CONTRACTORS

In accordance with clause D5.1, the following terms must be included in the written contract between the Customer and any Sub-Contractor with access to the Data:

1. Data Protection

1.1. For the purposes of this contract, the terms “Controller”, “Processor”, “Data Subject”, “Information Commissioner”, “Information Commissioner’s Office”, “Personal Data”, “Process” and “Processing” shall have the meanings prescribed under Data Protection Legislation.

1.2. The Sub-Contractor shall comply (and shall ensure that every member of its Staff complies) with any notification requirements under Data Protection Legislation and both Parties will duly observe all their obligations under Data Protection Legislation which arise in connection with the Contract.

1.3. The Sub-Contractor acknowledges that the Data constitutes Personal Data to which Data Protection Legislation applies and that the Customer is the Controller of the Data.

1.4. The Sub-Contractor shall process the Data only in accordance with instructions from the Customer (which may be specific instructions or instructions of a general nature) as set out in this contract or otherwise notified by the Customer.

1.5. The Sub-Contractor shall comply with all applicable Laws, including Data Protection Legislation.

1.6. The Sub-Contractor shall process the Data only to the extent and in such manner as is necessary to achieve the Permitted Purpose or as is required by Law or any Regulatory Body.

1.7. The Sub-Contractor shall implement technical and organisational measures to protect the Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Data and having regard to the personal nature of the Data which is to be protected. These measures shall as a minimum satisfy the requirements in [paragraph 1 of SCHEDULE 1] to this contract.

1.8. The Sub-Contractor shall take reasonable steps to ensure the reliability of its Staff and agents who may have access to the Data.

1.9. The Sub-Contractor shall not transfer the Data to any sub-contractor except with the prior written permission of the Customer who shall have sought and received the prior written permission of the DVLA to that transfer, which shall include the requirement that the Sub-contractor has entered into a written contract with the sub-contractor which includes all of the provisions in this [SCHEDULE 2].

1.10. The Sub-Contractor shall not cause or permit any Personal Data to be transferred outside the UK unless the prior written approval of the Customer has been obtained, (who shall first have notified the DVLA) and the following conditions are fulfilled:

a) The Customer or the Sub-Contractor has provided the appropriate safeguards in relation to the transfer in accordance with Data Protection Legislation as determined by the Customer;

b) The Data Subject has enforceable rights and effective legal remedies;

c) The Sub-Contractor complies with its obligations under Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it not so bound, uses its best endeavours to assist the Customer in meeting its obligations);

d) The Sub-Contractor complies with any reasonable instructions notified to it in advance by the Customer with respect to the Processing of the Data; and

e) Ensure that transfers of Personal Data from the EEA to the UK comply with the EU GDPR and, where the transfer is safeguarded by Standard Contractual Clauses as issued by the European Commission, the conditions set down in those clauses are fully met.

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

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

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

1.14. The Sub-Contractor shall notify the Customer within 5 Working Days if it receives a request from a Data Subject to have access to that person's Personal Data, or a complaint or request relating to the Customer's obligations under Data Protection Legislation, or any communication from the Information Commissioner or

any other regulatory authority in connection with the Personal Data processed under this Contract.

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

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

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

(i) Receives a request to rectify, block or erase any Data

(ii) Becomes aware of any Data Loss Events.

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

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

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

2. Compliance and Inspection

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

2.2. The Customer reserves the right to carry out an inspection at any time of the Sub-Contractor's compliance with the terms of the contract. The Customer shall give the Sub-Contractor 7 Days' written notice of any such inspection.

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

2.4. The Sub-Contractor shall share with the Customer the outcome of any other checks, audits or reviews that have been carried out on its activities as a Sub-Contractor, to the extent that they have relevance to the Processing of the Data.

2.5. The Sub-Contractor shall notify the Customer immediately, within a maximum of 24 hours of becoming aware, any audits that are being carried out by the Information Commissioner's Office under Data Protection Legislation, to the extent that they have relevance to the Processing of the Data.

3. Termination

3.1. If at any time the Customer becomes aware that the Sub-contractor has breached the requirements of clause 1 or 1.19 of this contract, the Customer may terminate the contract immediately.

**ANNEX A - CUSTOMER'S KEY STAFF
WITH DIRECT RESPONSIBILITIES FOR THE DATA AND FOR THE OTHER
OBLIGATIONS UNDER THE CONTRACT**

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

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

Name:

Job Title:

Business Address:

Postcode:

Business telephone number:

Business mobile telephone number:

Business Email address:

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

Name:

Job Title:

Business Address:

Postcode:

Business telephone number:

Business mobile telephone number:

Business Email address:

1.3. The contact details of any other Key Staff, who are responsible for the Data or for supervision of the Customer's Staff with access to the Data, should be provided below.

Other Key Staff Details					
	Key Staff 1	Key Staff 2	Key Staff 3	Key Staff 4	Key Staff 5
Name					
Job Title					
Address					
Postcode					
Contact Number					
Email address					

ANNEX B - PERMITTED PURPOSES

Permitted Purpose	Code	Definition of the Permitted Purpose
Abandoned Vehicles	ABV	<p>An enquiry can be made to identify the registered vehicle keeper, at a date of event, when any motor vehicle is left without lawful authority on any road or other land.</p> <p>Before requesting vehicle keeper details in respect of a vehicle which is alleged to have been abandoned, you must obtain sufficient evidence that an offence has been committed. This may be through evidence provided by a member of the public, or evidence directly collected by a responsible public officer or authority.</p> <p>When the officer is satisfied that the vehicle is or appears to be abandoned an enquiry to get vehicle keeper details can be made.</p> <p>All local authorities can check to see if a vehicle is taxed by making an enquiry using the DVLA Vehicle Enquiry Service (VES) at www.gov.uk/check-vehicle-tax.</p> <p>An enquiry can be made to get vehicle keeper details for abandoned caravans and trailers.</p>
Bus Lanes	BUS	<p>An enquiry can be made to identify the registered vehicle keeper, at a date of event, where a bus lane contravention has occurred.</p>

Damage to Street Furniture	DSF	<p>An enquiry can be made to identify the registered vehicle keeper, at a date of event, where a vehicle is involved in an incident that causes damage to:</p> <ul style="list-style-type: none"> • Street furniture • Grass verges • Highways • Crown property • Recreational land <p>This includes the cleaning of the road or highway following a road traffic incident and sending an invoice to the vehicle keeper to retrieve costs incurred as a result.</p>
Dog Related Offences	DOG	<p>An enquiry can be made to identify the registered vehicle keeper, at a date of event, where a vehicle is sighted or witnessed transporting the individuals responsible for a dog or dogs that have been witnessed or seen to:</p> <ul style="list-style-type: none"> • failing to remove dog faeces • not keeping a dog on a lead • not putting, and keeping, a dog on a lead when directed to do so by an authorised officer • permitting a dog to enter land from which dogs are excluded • taking more than a specified number of dogs onto land with a restriction in place.
Fly Posting	FLP	<p>An enquiry can be made to identify the registered vehicle keeper, at a date of event, where a vehicle is sighted or witnessed transporting individuals who have displayed adverts and other promotional materials on buildings, posts, poles, litter bins and elsewhere in public without permission.</p>
Fly Tipping/ Littering and Carrying Controlled	FLT	<p>An enquiry can be made to identify the registered vehicle keeper, at a date of event, where waste or rubbish has been deposited in an open or public place which is not an authorised waste disposal site and the officer has reason</p>

Waste		<p>to believe an offence has been committed.</p> <p>An enquiry can also be made where an officer has reason to believe the waste is not being carried lawfully.</p>
Noise Nuisance	NON	<p>An enquiry can be made to identify the registered vehicle keeper, at a date of event, for vehicles that cause noise nuisance. Noise nuisance could be caused from a car alarm, loud music being played from a vehicle or ice cream van for example.</p>
Nuisance Vehicles	NVS	<p>An enquiry can be made to identify the registered vehicle keeper, at a date of event, for vehicles that are causing a nuisance.</p> <p>This includes vehicles that are:</p> <ul style="list-style-type: none"> • being repaired or sold on the public highway by a vehicle repairer or trader • left in a dangerous position or is causing an obstruction • poorly parked on land that has a planning order in force • involved in residential parking disputes • broken down • preventing road works • exhibiting excessive emissions • idling (engine is left running while vehicle is parked or not in use).

Nuisance Vehicles (Northern Ireland Only)	NVS	<p>An enquiry can be made to identify the registered vehicle keeper, at a date of event, for a vehicle in Northern Ireland that is linked or involved with:</p> <ul style="list-style-type: none"> • Dog attacks - where a person in charge of a dog in a public place that carries out a dog attack and is seen entering or exiting a vehicle. The dog must be seen attacking people, livestock or other animals. • Restrictive breeds of dogs –where a person is seen or witnessed in possession of a prescribed breed of dog in a public place and is seen entering or exiting a vehicle. • Animals trapped in vehicles – where an animal is found to be trapped in a vehicle during hot weather.
Nuisance Vehicles (Scotland Only)	NVS	<p>An enquiry can be made to identify the registered vehicle keeper, at a date of event, for a vehicle in Scotland that is linked or involved with a dog attack, where a dog has been seen attacking people, livestock or other animals in a public place. An enquiry can be made on the person in charge of the dog if they have been seen entering or exiting a vehicle.</p>
Untaxed Vehicles	CLP	<p>An enquiry can be made to check if the vehicle is taxed. Only local authorities with devolved powers for wheel clamping can use the WEE service to check to see if a vehicle is taxed.</p> <p>All local authorities can check to see if a vehicle is taxed by making an enquiry using the DVLA Vehicle Enquiry Service (VES) at www.gov.uk/check-vehicle-tax.</p> <p>If you cannot get these details you can send a VQ616 form to DVLA's Driver Vehicle Record Enquiry (DVRE) department who will confirm if the vehicle is taxed.</p>

For the avoidance of doubt, enquiries for any purposes other than listed in Annex B are strictly not permitted.

ANNEX C - DISPLAY OF INFORMATION PROVIDED

DISPLAY OF INFORMATION

The following Data will be provided as a standard response to each on-line enquiry:

- Vehicle Registration Mark e.g. ABC 123L
- VIN/Chassis number
- Enquirer Code will be automatically generated
- Enquiry Date – the date you requested this information

Date of Event – the system will only permit you to input a date of event up to a maximum of 84 days in the past

- The Permitted Purpose will be automatically generated
- Enquirers Reference - a field for your own comments or reference
- User Name/User ID – a unique code to identify the authorised organisation and User
- Make of vehicle e.g. Ford, Renault
- Model of vehicle e.g. Escort, Clio
- Colour of vehicle e.g. Red, Blue – only basic colours are given
- Body type description e.g. 2 door saloon
- Keeper title e.g. Mr, Mrs
- Keeper forename/Customer Name
- Keeper surname
- Fleet number (if the Customer) – this is a number used by DVLA for company vehicles.
- Keeper address
- Keeper post town
- Keeper post code

- Date of licence expiry – this will be the expiry date of the latest vehicle excise licence for which DVLA has a record. This may still be valid or have expired.

Date of SORN expiry – this will be the expiry date of the SORN declaration for which DVLA has a record. This may still be valid or have expired. When the registered keeper of a vehicle has notified DVLA of a SORN declaration, the SORN expiry field will display a date of 01/01/2050. Once a keeper re-licences the vehicle it will remove this date.

In addition to returning the above information, either in part or full, there may be instances where explanatory messages will be displayed (see below).

Where the information you input is incorrect or invalid, warning messages will be returned.

EXPLANATORY MESSAGES

If the details requested are not available or only partial information is returned, self explanatory messages will be displayed on the left-hand side of the screen.

See table below:

On Screen Message	Background
No details available	Cherished Mark Retention Certificate held by keeper but unassigned to vehicle. Records could be voided for a number of reasons e.g. new Vehicle Registration Mark allocated or voided on police request.
No keeper details available	DVLA have been unable to identify the keeper of the vehicle.
No keeper details available on-line	Investigation being carried out.
No keeper details at Date of Event	Vehicle not registered at DVLA at the time of event.
Keeper information for Date of Event is not available on line.	Keeper not identified where Date of Event is after previous keeper disposal date and before current mainfile keeper's date of acquisition.
The Date of Event is prior to	Cherished Mark allocated had not been updated on

a Cherished Transfer	the mainfile record before Date of Event. No keeper/vehicle details available.
This is not a standard record at DVLA. Limited information only available on line.	Record indicates a vehicle has been temporarily exported and consists of minimal details (no keeper details available).
Vehicle has been sold. No on line keeper details available.	Date of Event is equal to or after date of disposal notification.

NB. Screen messages are not included on the authenticated print of the enquiry result screen.

If any of the above screen messages are returned and further information is required, you will need to complete a VQ616 and forward to the address on the form.

PRINT FACILITY

A print icon on the Web Browser is available to produce a formatted print that contains the following:

a. Enquiry Details

- Vehicle Registration Mark (VRM)
- VIN/Chassis number
- Enquirer Code – Authorised Organisation Identification
- Enquiry Date
- Enquirer Name – Name of Authorised Organisation
- Date of Event
- Permitted Purpose
- Enquirers Reference
- User Name/User ID
- Enquirer Address – Authorised Organisation address

b. Vehicle Details

- Make
- Model
- Body Type
- Colour
- Vehicle Registration Mark (VRM)
- VIN/Chassis Number

c. Keeper Details

- Keeper Title
- Keeper First Names(s)/ Company Name
- Keeper Surname
- Fleet Number (if Company Name)
- Keeper Address
- Keeper Post Town
- Keeper Post Code
- Date of Event

d. Licensing Details

- Date of Licence Expiry or
- Date of SORN Expiry

e. Authentication

The standard DVLA authentication statement is printed on the hard copy

SIGNATURES

Signature Area

(The Signature Area will be formatted with signature placeholders automatically at the beginning of the signature process)



Environmental Services Committee

6 April 2022

Report from:

Head of Service - Environmental Health

Item for Decision

TITLE: Item 4.3 – Ruby's, Dundonald Entertainment Licence Extension (a further 6 month period)

Background and Key Issues:

1. The Environmental Health Service Unit received an application for the renewal of an Entertainments Licence from the proprietor of Ruby's, Dundonald on 21 July 2021.
2. Following a Public Notice advertisement placed in the Belfast Telegraph on 3 August 2021, a number of objections were received and the application was subsequently tabled to a meeting of the Environmental Services Committee on 6 October 2021 for consideration as required under the Council's Scheme of Delegation.
3. Under the legislation the Council has the power to grant a licence for a maximum 12 month period. In this case based on the number of objections received, it was recommended that the licence be issued for a period of 6 months to facilitate a review of the level of compliance with legislation and requirements set out by other statutory bodies prior to a licence being granted for a further 6 months.
4. At the meeting on 6 October 2021, the Committee granted an Entertainment Licence for 6 months for Ruby's (Hog & Goat), Dundonald, valid from 12 November 2021 to 11 May 2022 (**Appendix 2 EH**).
5. Following receipt of all the associated documentation, an indoor Public Entertainment Licence was issued by the Environmental Health Service Unit on 12 November 2021 and will expire on 11 May 2022. The only area licensed for Entertainment is the First Floor Function Room.

6. From the grant of licence, 9 noise complaints have been received by the Environmental Health Service Unit and 12 recordings have been provided by complainants. All 12 recordings are associated with Entertainment at Ruby's (Hog & Goat), Dundonald. See attached table (**Appendix 3 EH**). These 9 complaints are currently under investigation by Environmental Health.
7. The most recent complaint was received on 5 March 2022 and the complainant alleges that Entertainment was provided both indoors and outside the establishment. Entertainment being provided outside the premises is a direct non-compliance with the Entertainment Licence as the Licence issued is only for an indoor event space.
8. Subsequently, the Licensing Officer tried to contact the Licensees of Ruby's (Hog & Goat), Dundonald. Following no return, communication via a warning letter was issued on 11 March 2022 (**Appendix 4 EH**).
9. The Licensee contacted the Service Unit on 16 March 2022 and left a message for the Officer to return his call. The Officer's attempts to make contact with the Licensee are continuing, however, at the time of issuing this report, contact has been unsuccessful.
10. Under the Scheme of Delegation, the granting of an Entertainment Licence sits under the authority of the Head of Service unless the Licence is deemed to be controversial. Given the number of complaints received from the issue of the licence in November 2021, it is being brought before the Committee for Members to make a determination on the Licence application.

Recommendation:

It is recommended that Members consider the information as set out in this report when making the decision on the extension of the Entertainment Licence for Ruby's, Dundonald for an additional 6 months.

Finance and Resource Implications:

None.

Screening:

Equality and
Good Relations

N/A

Environmental
Impact
Assessment

N/A

Rural
Impact
Assessment

N/A

SUBJECT TO PLANNING APPROVAL:

N/A

If Yes, "This is a decision of this Committee only. Members of the Planning Committee are not bound by the decision of this Committee. Members of the Planning Committee shall consider any related planning application in accordance with the applicable legislation and with an open mind, taking into account all relevant matters and leaving out irrelevant consideration".

APPENDICES:

Appendix 2 EH – Entertainment Licence 2021
Appendix 3 EH – Ongoing Service Requests
Appendix 4 EH – Correspondence to Licensee

HAS IT BEEN SUBJECT TO CALL IN TO DATE?

N/A

If Yes, please insert date:

**LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) (NORTHERN IRELAND)
ORDER 1985**

Rubys Dundonald

ENTERTAINMENTS LICENCE - ANNUAL

The Lisburn & Castlereagh City Council, in pursuance of the provisions of Article 3 and Schedule 1 of the Local Government (Miscellaneous Provisions) (N.I.) Order 1985 hereby grants a Licence to: **Mr William Noble and Mr Keith Patterson**, hereinafter referred to the "Licensee" for the use of the place known as: **Ruby's Dundonald, 793 Upper Newtownards Road, Dundonald, BT16 2RE** in the said district (hereafter referred to as the licensed place) for the purpose of entertainment listed in the schedule hereunder from and including the **12th November 2021** up to and including the **11th May 2022** unless the same shall have been previously transferred, cancelled, varied, suspended or revoked by the Council. This Licence is granted upon and subject to the terms, conditions and the restrictions hereinafter contained, and shall be liable to be revoked in case of any breach or disregard of any of the provisions contained in the Licence or of the conditions upon or subject to which the Licence is granted.

The said Licensed Place shall not be opened for any entertainment except on the days and between the hours set out in the Schedule hereunder:-

SCHEDULE

Entertainment will be in line with the Liquor Licensing hours for Christmas Day, Easter Sunday and Good Friday (see condition 23).

TYPE OF ENTERTAINMENT	DAYS	HOURS
Dancing, singing or music or any other entertainment of a like kind	Monday - Saturday Sunday	12 Noon to 1a.m 12 Noon to 12 Midnight

OCCUPANCY

The Total Numbers of Persons Accommodated within these Premises **Must Not Exceed 200**

The Number of Persons Accommodated within any Room in the Licensed Place must not exceed the figures detailed below.

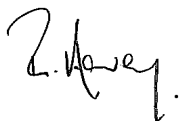
Room	Maximum Capacity
First Floor Function Room	200

ENTERTAINMENTS LICENCE ADDITIONAL CONDITIONS

Special Licensing Conditions

1. All windows and doors on the first floor of the premises including windows to toilets and kitchens are to be kept locked shut while entertainment is being provided on the premises.
2. The licensee shall ensure that an announcement is made at the end of each occasion when entertainment takes place asking patrons to disperse from the premises and car park area quietly when leaving the premises. Signs with a similar message are to be displayed in the foyer and car park exits.
3. The licensee shall provide sufficient stewards on duty at the exit door and car park area to minimise the noise created by patrons outside the premises and to ensure patrons remaining within the curtilage of the premises do not cause persons in the neighbourhood to be unreasonably disturbed by noise.
4. The premises to be compliant with the Fire and Rescue Service (Northern Ireland) Order 2006 and the Fire Safety Regulations (Northern Ireland) 2010.

Dated the 11th November 2021



Signed _____
Richard Harvey, Head of Service

These figures are based on the assumption that the means of escape will be provided as recommended by the Department.

Where a room is to be used occasionally by a seated audience, seats should be fixed together in groups of not less than four persons where more than 50 persons are accommodated, and where more than 250 persons are accommodated, rows of seating should be fixed to the floor or secured together with floor bars. Seating widths should be not less than 300mm and gangways should be not less than 1100mm unless in an assembly area with a capacity not exceeding 50 persons, in which case they should be not less than 900mm wide. The maximum number of seats in a row where gangways are provided on one side only is 7 where the width of a row is 300mm, up to a maximum of 12 where the width of the row is 500mm or more. Where a gangway is provided on two sides the maximum number of seats in a row is 14 where the width of a row is 300mm, up to a maximum of 28 where the width of a row is 500mm or more (limited by travel distance).

Appendix 3 EH

Type of Complaint	Date
General Noise Complaint	12.13 and 14 November 2021
Loud Music (Noise App Recording provided at 11.44pm)	19 November 2021
2 Complaints received. Loud Music (Noise App Recording provided at 11.18pm & 12.15am)	4 December 2021
Loud Music (Noise App Recording provided at 11.43pm and 11.51pm)	18 December 2021
Noise from patrons shouting, singing from inside and outside (Noise recording at 12.46am)	27 December 2021
2 Complaints received. Very loud music (Noise App recordings, recordings at 12.22am, 12.26am, 12.30am, 12.32am, and 12.49am)	21 February 2022
Entertainment provided inside and outside (non-compliance with Licence) (Noise app recordings at 19:48pm and 20.34pm)	5 March 2022



Our Ref: E-04/Licensing/AMC/ML

11 March 2022

Mr William Noble and Mr Keith Patterson
Ruby's (Hog & Goat)
793 Upper Newtownards Road
DUNDONALD
BT16 2RE

Dear Messrs Noble and Patterson

**Local Government (Miscellaneous Provisions) (NI) Order 1985
Ruby's Dundonald, 793 Upper Newtownards Road, Dundonald, BT16 2RE**

This Service Unit received a notification on 7 March 2022, relating to a ticketed event that took place at your establishment on 5 March 2022 where live entertainment was audible both indoors and outside the premises.

I tried to contact you by telephone on 8 March 2022, relating to this matter. However, to date I have had no response or contact from you.

As you are aware an Entertainment Licence was issued by this Service Unit on 12 November 2021, following a presentation by you at the Environmental Services Committee on 6 October 2021. This Entertainment Licence was issued for a period of 6 months with a review following this period. The current entertainment licence was issued for an indoor first floor event space only (maximum occupancy 200 people) and providing Entertainment outside the establishment without the appropriate licence is an offence under the above legislation.

A report will be tabled at the Environmental Services Committee on 6 April 2022 advising Members of incidents, including breaches of licence during this period to date. Consideration will be given to these matters by members of the Environmental Services Committee before a decision can be made as to whether to extend the Entertainment Licence for a further 6 months.

I hope that you will take whatever steps are necessary in order to prevent further issues. Officers from this Department may undertake unannounced inspections to determine compliance.

If you wish to discuss this letter further please do not hesitate to contact me.

Yours sincerely



Aine McCabe
Environmental Health Officer (Licensing)



Environmental Services Committee

6th April 2022

Report from:

Head of Waste Management & Operational Services

Item for Decision

TITLE: Item 5.1 Consultation on the Introduction of Mandatory Digital Waste Tracking

Background and Key Issues:

1. The April Environmental Services Committee has previously been granted delegated authority to consider and approve the draft response to a consultation on the 'Introduction of mandatory digital waste tracking'.
2. Responses must be submitted to the Department of Agriculture, Environment and Rural Affairs (DAERA) by 15th April 2022; a copy of the proposed draft response is attached at **Appendix 1 WMO**.
3. The potential benefits of the introduction of mandatory digital waste tracking includes helping to make better informed decisions about waste policy and waste infrastructure through having a complete picture of what waste is being generated and where it ends up as well as helping to tackle waste crime opportunities e.g. fly-tipping and illegal waste sites.
4. The consultation proposes that controlled wastes and extractive wastes are covered by information recording requirements for a digital waste tracking service with the aim of standardising requirements across waste types throughout the UK and ensuring a full picture is available of waste being produced and how it is managed.
5. With regards to local authorities, Councils will not need to track waste from individual household collections but waste will need to be recorded in the digital tracking service when it arrives at a receiving site and then further tracked as required from there. Councils providing paid-for collections for commercial businesses will need to record waste movements from the producers premises and waste site operators (in the case of Council we currently operate three Household

Recycling Centres (HRCs)) will need to record the details of waste received on site and then subsequently what is done with it.

6. There are some issues of potential concern as detailed below, which have been reflected in the draft consultation response:
 - While collections from domestic properties will be exempt, under the current proposals Councils could be required to individually record all commercial waste collections. This could require the introduction of bin chips and on-board weighing systems which would come with both an implementation cost for the hardware and software required as well as a staff resourcing cost for administering such a system. This could have both capital and on-going annual revenue cost implications.
 - Reference to a requirement to record details of the waste received at any site by the waste site operator could have significant impacts on the operation of HRCs. If all waste entering a site needs to have details recorded on the system then this could require the recording of each individual visit to a HRC by members of the public, possibly requiring the implementation and management of an automated booking system for use at HRCs that will interface with the digital tracking system.
7. Given Councils' recognised competence in relation to the collection and appropriate treatment/disposal of waste, we would contend that recording requirements for Councils should only commence from the point to which Councils deliver material for onward treatment and disposal to a receiving site (e.g. movements of materials removed from HRC's by the Council or its appointed contractor or deposit of materials collected from both household and commercial customers to a MRF/Transfer Station/Landfill or other treatment/disposal facility).
8. As part of the proposed response, opportunity has been taken to comment on potential additional cost implications to be borne by Councils with no envisaged offset savings.

Recommendation:

It is recommended that Members:

- note the potential implications for implementation of mandatory digital waste tracking on Council waste management operations;
- approve the draft response.

Finance and Resource Implications:

Implementation of digital waste tracking may have resource implications for the Council in relation to transitioning to a digital waste tracking system and any potential additional requirements associated with implementation and integration of software solutions to be compatible with a central digital system.

These implications could come in the form of both staffing resource needed to administer any software required to implement digital waste tracking as well as establishment and running costs of such software e.g. electronic booking systems, on-board weighing equipment for commercial bins etc. in capital and revenue budgets.

It will not be possible to quantify this until full proposals are available however the potential impact on Council has been referenced within the draft consultation response.

Screening:					
Equality and Good Relations	<input type="text" value="No"/>	Environmental Impact Assessment	<input type="text" value="No"/>	Rural Impact Assessment	<input type="text" value="No"/>

SUBJECT TO PLANNING APPROVAL:

If Yes, "This is a decision of this Committee only. Members of the Planning Committee are not bound by the decision of this Committee. Members of the Planning Committee shall consider any related planning application in accordance with the applicable legislation and with an open mind, taking into account all relevant matters and leaving out irrelevant consideration".

APPENDICES:

Appendix 1 WMO - Draft L&CCC Response to the Consultation on the introduction of mandatory digital waste tracking.

HAS IT BEEN SUBJECT TO CALL IN TO DATE?

If Yes, please insert date:

If you are responding from Northern Ireland, please ensure a copy of your response is sent by email to WastePolicyTeam@daera-ni.gov.uk.

Q1) Would you like your response to be confidential?

- yes
- no

If you answered 'Yes', please give your reason

Q2) What is your full name?

Lisburn & Castlereagh City Council

Q3) What is your email address?

Noeleen.omalley@lisburncastlereagh.gov.uk

Q4) Which of the following best describes who you are responding on behalf of? Select one option only, if multiple categories apply, please choose the one which best describes the organisation you are representing in your response.

- business representative organisation or trade body
- waste site operator
- waste broker or dealer
- waste transportation company or waste carrier
- waste producer
- product manufacturer
- local authority
- community group
- non-governmental organisation
- charity or social enterprise
- consultancy
- academic or research organisation
- member of the public
- other

If you answered 'other', please provide details

If you are responding on behalf of an organisation or business, please provide the name of the organisation or business and an approximate number of staff (where applicable).

Lisburn & Castlereagh City Council, Island Civic Centre, Lisburn, BT27 4RL

Q5) Considering who you are responding on behalf of, in what part of the UK would you say you are based or operate in? (tick all that apply)

- England

- Wales
- Scotland
- Northern Ireland

Q6) Would you be interested in joining our user panel? As part of the development of the digital waste tracking service we have formed a user panel of interested parties. Members of the panel are invited to participate in user research (for example, surveys, workshops, and interviews) or to test digital services as they are designed and built.

- yes
- no
- already signed up

Q7) Do you agree or disagree with the waste types we are proposing to be tracked?

- agree
- disagree
- no opinion

If you answered 'disagree', please tell us why

Lisburn & Castlereagh City Council recognises the aims of introduction of mandatory digital waste tracking to replace the existing fragmented systems for recording waste storage and movement and replacing paper-based record-keeping in order to make it easier and less time consuming for legitimate waste companies to comply with reporting requirements whilst making it more difficult for rogue operators to compete in the industry and commit waste crime including fly tipping, deliberate misclassification of waste, illegal waste exports and the operation of illegal waste sites.

We would however argue that controlled waste (encompassing hazardous and non-hazardous household and commercial wastes) managed by local authorities is already reported on in an intensive manner via the wastedataflow website. Council procurements are designed to ensure controlled wastes are only disposed of in appropriately licenced facilities. There is recognition that waste and recyclables that then move between brokers can be difficult to track and trace and a move to digital tracking will make this an easier exercise for regulators.

The proposals will however have potential implications for Councils that will be to the detriment of our operations, for example adding administrative burdens associated with operation of Household Recycling Centres and commercial waste collections. This will increase Council costs and therefore costs to the business we provide a service to whom are generally SME's with little experience of waste regulation and little to no resource to deal with the same. They may also fall into the digitally excluded category.

For example in the case of Council Household Recycling Centres, proposals within the consultation would indicate it is likely that for each waste stream every movement off site will have to be recorded on the system. Council operates 3 HRC facilities, 6 days a week however the current site operatives would not necessarily be best placed to take on board these reporting requirements. This will therefore likely require not just significant investment in technology but will also have a significant training implication as well as a possible requirement for dedicated site administrative support staff. Not all Household Recycling Centres are fitted with weighbridges, nor

does the space/layout of sites lend itself to their use. This again would have significant impacts on the seamless capture of data.

An additional issue associated with HRC's is any potential requirement to record incoming waste. While the consultation document references that there will be no requirement to track individual household collections, just a requirement to record it when it arrives at a receiving site, there is however reference to a requirement to record details of the waste you receive at any site, as a Waste Site Operator. It also states that if a householder gets waste collected from their house by someone other than the Council, then the person or business collecting the waste will need to create a digital record.

One potential interpretation of this is that anyone bringing waste to an HRC on behalf of another person will need to have a digital record created in order for Council to accept this waste. A more onerous interpretation would be that all waste entering the site would need a digital record, even if it is being brought by the householder themselves.

Either interpretation will have significant impacts on the operation of Household Recycling Centres, possibly requiring the implementation and management of an automated booking system for use at HRCs, that will interface with the digital tracking system as a minimum to comply with requirements for use by people such as commercial gardeners, 'man with a van' type house clearance contractors, etc. who visit Council HRCs on a frequent basis to dispose of household waste on behalf of local householders. If the requirement was further extended to individual householder use of the sites, HRC's as currently operated would have to have significant changes, likely resulting in a more difficult to access amenity for local householders, with fewer customers being able to access the sites and a potential knock on impact of an increase in illegal dumping or pressures on other services such as the Council bulky waste collection service.

Q8) Do you agree or disagree with our proposals for which waste activities will be recorded in the waste tracking service?

- agree
- disagree
- no opinion

If you answered 'disagree', please tell us why

Council currently operate three Household Recycling Centres and a collection service for commercial waste from predominately small to medium sized enterprises. The proposals as they stand would appear to require the Council to record details of each individual load of waste brought to these HRC's by site users as well as recording each individual collection from the commercial customer base.

Given Councils unique position within the waste management industry and recognised competency in relation to the collection and appropriate disposal of waste we would contend that recording requirements for local authorities only commence from the point to which Council delivers material for onward treatment and disposal e.g. movements of materials removed from HRC's by the

Council (or contractor working on behalf of the Council)/deposit of Council collected commercial waste at the first deposit facility.

Q9) Do you agree or disagree with our proposals for when waste tracking will not be required?

- agree
- disagree
- no opinion

If you answered 'disagree', please tell us why

Q10) Do you have any views about how we should incorporate waste activities conducted under Non-Waste Framework Directive exemptions, Low Risk Waste Positions and Regulatory Position Statements into the waste tracking service? Should we:

- a) require full details (as above in the 'Waste activities to be recorded in the waste tracking service' section),
- b) exempt them from the need to provide this further information, noting that this would present a gap in our overall waste picture,
- c) have a mixture of a) and b), with some specified activities coming with a requirement to record these details and others that do not
- d) do something else to incorporate them.

If you answered (d), please provide details.

Q11) Do you agree or disagree with our proposals to remove the requirement to submit information or waste data returns as listed, once the waste tracking service is live?

- agree
- disagree
- no opinion

If you answered 'disagree', please tell us why

While Council would welcome proposals that reduce the need for duplication of work around waste data returns it is recognised that analytical reports are currently available via the wastedataflow system. If the requirement to submit waste data returns was removed this could only be on the basis that similar analytical reports would still be available to scrutinise on an individual Council basis.

Q12) Do you agree or disagree with the information recording proposals in Table 1?

- a) A system-generated unique identifier
 - agree
 - disagree
 - no opinion

If you answered 'disagree', please tell us why

Council provides a collection service for commercial waste from predominately small to medium sized enterprises. The types and quantities of waste are largely similar from collection to collection. A system generated unique identifier would appear to require the inputting of large quantities of data on an ongoing basis to no additional benefit.

b) Details of the person who classified the waste

- agree
- disagree
- no opinion

If you answered 'disagree', please tell us why

c) Details about the destination for all waste movements, including the type of authorisation held

- agree
- disagree
- no opinion

If you answered 'disagree', please tell us why

d) Standard Industrial Classification (SIC) code

- agree
- disagree
- no opinion

If you answered 'disagree', please tell us why

The SIC code classification system is too complex and open to interpretation with similar waste types potentially falling under several codes. This will be impossible for some system users e.g. Council commercial waste collection customers to use to properly classify their wastes.

e) Details of rejected or quarantined loads

- agree
- disagree
- no opinion

If you answered 'disagree', please tell us why

f) Details of waste treatment

- agree
- disagree
- no opinion

If you answered 'disagree', please give your reasons

g) Persistent Organic Pollutants (POPs) identification

- agree

- disagree
- no opinion

If you answered 'disagree', please tell us why

POPs have been identified in a wide range of commonly disposed of household items such as soft furnishings, mattresses and certain WEEE items. Councils provide collection points for these waste items at their Household Recycling Centres and through bulky waste collection services.

Logistically the separation of these waste streams will be problematic and as there is a lack of suitable facilities in Northern Ireland to dispose of POPs (which require incineration) work needs to be done on both collection and disposal infrastructure before moving forward.

Given the forthcoming implementation of EPR regulations around packaging, consideration should also be given to EPR payments to offset any costs to Council for the collection and disposal of items containing POPs.

h) Details of end of waste products and materials produced

- agree
- disagree
- no opinion

If you answered 'disagree', please tell us why

i) Information about onward destination of end of waste products or materials

- agree
- disagree
- no opinion

If you answered 'disagree', please tell us why

j) Nation specific requirements for any existing or future requirements

- agree
- disagree
- no opinion

If you answered 'disagree', please tell us why

Q13) Persistent Organic Pollutants – how much information about POPs do you think should be recorded in the service?

- basic level - indication that waste contains POPs only
- enhanced level - additional details on the specific POPs contained in the waste and the content level of the POPs
- other
- no opinion

If you answered (c) please provide details

As referenced in our response to Q12g work needs to be done on both collection and disposal infrastructure before moving forward.

Q14) Is there any other information related to waste management that you think should be recorded in a new digital waste tracking service?

- yes
- no
- no opinion

If you answered 'yes', please provide details

Q15) Are you familiar with the existing D and R codes?

- yes
- no
- not applicable to you

Q16) Do you find D and R codes easy to apply?

- yes
- no
- not applicable to you

If you answered 'no', please tell us why you find them hard to apply

Q17) Do you have any suggestions as to how recovery or disposal activities should be recorded in the waste tracking service?

- yes
- no

If you answered 'yes', please provide details

Q18) End of waste products or materials - do you use any existing standard codes or descriptions to record end of waste products produced from waste?

- yes
- no

If you answered 'yes', please provide details

Q19) Do you transport hazardous waste?

- yes
- no

Q20) How do you currently record dangerous goods information?

- paper record
- digital record
- both
- not applicable

Q21) Where do you think information demonstrating compliance with the Dangerous Goods Regulations with regards to the movement of waste should be recorded?

- in the new waste tracking service
- somewhere else
- no opinion

If you answered, 'somewhere else', please provide details

Q22) If you produce, manage or handle waste in any way, were you aware of your duty to apply the waste hierarchy prior to reading this consultation?

- yes
- no
- not applicable

Q23) Do you think waste holders including producers should record their compliance with the application of the waste hierarchy in the Waste Tracking service?

- yes
- no
- no opinion

If you answered 'yes', please tell us how you think this should be done

If you answered 'no', please tell us how you think it should be demonstrated

Not in all cases - for example for a commercial waste 'season ticket' type collection this could be done by the waste producer via a simple confirmation tick box for the producer to confirm compliance. It must however be noted that many producers will be unaware of what their requirements are through a lack of awareness around the waste hierarchy.

However householders using HRC's could not be expected to provide this information and in fact pre-sorting policies on site lean towards an automatic application of the waste hierarchy whereby recyclable items must be disposed of in the appropriate container etc. This is another argument in support of why digital waste tracking should not be applied to incoming materials brought to Council Household Recycling Centres.

Q24) If you are likely to need to enter data into the waste tracking service, which of the options would you use for the majority of your data entries?

- a) manual entry
- b) data upload from existing spreadsheet records onto a waste tracking service standard spreadsheet
- c) data upload from existing waste tracking software onto a waste tracking service standard spreadsheet
- d) direct data upload via an application programming interface (API)
- e) something else
- f) no opinion

If you answered, 'something else', please provide details

While on the face of it option B above is likely to be most practical, in the absence of knowing what central system is to be used and if/how this will interact with local data capture arrangements, it is impossible to provide a fully informed response to this question.

Q25) When recording data in your current systems, do you use any form of data standard?

- yes
- no

If you answered 'yes', please tell us what these data standards are

Q26) Do you agree or disagree with our ambition for real time recording of waste movements and transfers?

- agree
- disagree
- no opinion

If you answered 'disagree', please tell us why

This could not be practically implemented either at Council Household Recycling Centres nor on Council operated commercial waste collections in their current operating model. The cost for software, infrastructure and staff resource required to implement real time recording of waste inputs to these systems would limit availability, increase costs to the customer/ratepayer and ultimately provide little benefit with regards to waste tracking. Given Councils unique position within the waste management industry an exemption should be in place in relation to tracking of commercial waste collected by Councils and incoming materials to HRC's with tracking starting at the first point of consolidation.

Q27) For the following types of waste movements or transfers, how long do you think you would need to transition to real time recording?

Table 2 – time needed to transition to real time recording

Movements or transfers of...	Less than 1 year	1 to 3 years	More than 3 years	Not applicable
Hazardous Waste		x		
Non-hazardous waste		x		
Green List Waste imports or exports				x

Q28) What are the main barriers or motivators that will influence the time it takes you to transition to real time reporting?

The financial and staff resource required to upload data across multiple sites and collection operations as well as the necessary hardware and software to facilitate the data capture and upload.

Potential unsuitability of Household Recycling Centres to be retrofitted with hardware/software needed to facilitate data capture.

Q29) Do you agree or disagree with the overall proposed process set out in:

Annex A for hazardous and non-hazardous waste movements?

- agree
- disagree
- no opinion

If you answered 'disagree', please tell us why

See comments in Q26 regarding collection of commercial waste and incoming wastes to Council operated Household Recycling Centres.

Annex B for Green List Waste exports?

- agree
- disagree
- no opinion

If you answered 'disagree', please tell us why

Annex C for Green List Waste imports?

- agree
- disagree
- no opinion

If you answered 'disagree', please tell us why

Q30) How far in advance of a waste movement should the information listed under Step 1 in each of the processes be entered onto the waste tracking service?

Annex A hazardous and non-hazardous waste movements

- any time before the waste movement
- at least 1 day before
- at least 3 days before
- other (please provide details)

See comments in Q26 regarding collection of commercial waste and incoming wastes to Council operated Household Recycling Centres.

Annex B Green List Waste exports

- any time before the waste movement
- at least 1 day before
- at least 3 days before
- other (please provide details)

No opinion

Annex C Green List Waste imports

- any time before the waste movement

- at least 1 day before
- at least 3 days before
- other (please provide details)

No opinion

Q31) Who should be responsible for entering the information listed under Step 1 in Annex A in advance of the movement of hazardous or non-hazardous waste?

- waste producer
- waste carrier
- waste broker or dealers
- any of the above
- other

If you answered 'other', please provide details

See comments in Q26 regarding collection of commercial waste and incoming wastes to Council operated Household Recycling Centres.

Q32) Within what time frame should waste carriers enter the information as required in Step 2 Annex A and Step 4 for Annex B?

Annex A hazardous and non-hazardous waste movements

- 24 hours
- 48 hours
- 3 working days
- 1 week
- other

If you answered 'other', please provide details

No opinion

Annex B Green List Waste exports

- 24 hours
- 48 hours
- 3 working days
- 1 week
- other

If you answered 'other', please provide details

No opinion

Q33) Do you think there should be any difference in the requirements depending on whether hazardous or non-hazardous waste is being handled?

- yes
- no
- no opinion

If you answered 'yes', please provide details

Q34) Within what time frame should waste receiving sites be required to provide this information?

- a) information about the waste received at their sites:
- 24 hours
 - 48 hours
 - 3 working days
 - 1 week
 - other
 - no opinion

If you answered 'other', please provide details

- b) information about the disposal, recovery, preparation for re-use or treatment of waste, including information about any end of waste products or materials:
- 24 hours
 - 48 hours
 - 3 working days
 - 1 week
 - other
 - no opinion

If you answered 'other', please provide details

Q35) Do you have any comments to make about this proposal or how you would like to see these movements incorporated in the waste tracking service?

- yes
- no

If you answered 'Yes', please provide details

Council provides a collection service for commercial waste from predominately small to medium sized enterprises. The types and quantities of waste are largely similar from collection to collection. A system generated unique identifier would appear to require the inputting of large quantities of data on an ongoing basis to no additional benefit. A season ticket type system would remove this unnecessary burden with waste first tracked from the treatment/disposal facility to which the Councils collection vehicle deposits it.

Q36) Do you agree or disagree with the proposed requirements for each of the roles in Table 3?

- a) Requirements common to all
- agree
 - disagree
 - no opinion

If you answered 'disagree', please tell us why

- b) Requirements common to waste producers, carriers, brokers, or dealers
- agree
 - disagree
 - no opinion

If you answered 'disagree', please tell us why

- c) Requirements applicable to waste producers only
 - agree
 - disagree
 - no opinion

If you answered 'disagree', please tell us why

- d) Requirements applicable to waste carriers only
 - agree
 - disagree
 - no opinion

If you answered 'disagree', please tell us why

- e) Requirements applicable to brokers or dealers only
 - agree
 - disagree
 - no opinion

If you answered 'disagree', please tell us why

- f) Requirements applicable to operators of waste receiving sites only
 - agree
 - disagree
 - no opinion

If you answered 'disagree', please tell us why

Q37) How should waste producers be required to confirm the information recorded for their waste movements?

- option 1 within the waste tracking service
- option 2 through an emailed summary
- option 3 by exception
- another way
- no opinion

If you answered, 'another way', please provide details

Q38) Do you agree or disagree with the general principles as set out above regarding digitally excluded individuals subject to waste tracking requirements?

- agree
- disagree
- no opinion

If you answered, 'Disagree', please tell us why

There is a concern that some of the SME's serviced by a Council commercial waste collection service could fall into the digitally excluded category. Applying the requirement for unique digital identifiers to each individual commercial collection, coupled with additional administrative burdens associated with how digitally excluded individuals would be subject to waste tracking requirements, will lead to increased administration requirements and therefore costs to the customer. This could perversely lead to customers moving away from legitimate operators such as Councils for their waste management needs given difficulties with understanding and accessing the system and

potential increased costs being passed on to customers to cover the additional resource requirements associated with implementation of digital tracking.

Q39) Do you agree or disagree with the proposed alternative methods for digitally excluded individuals to provide the required information?

- agree
- disagree
- no opinion

If you answered, 'Disagree', please tell us why

See answer to Q38.

Q40) How long should digitally excluded users be given to provide the information required via the postal service element of these provisions? For example, updated waste movement information or details of waste treatment or production of materials from waste.

- 7 Days
- 14 days
- 1 month
- other
- no opinion

If you answered 'other', please provide details

Q41) Do you agree or disagree with the proposed level of access to information for each of the different types of users as set out in Table 4?

- a) Relevant Government officers & environmental regulators
- agree
 - disagree
 - no opinion

If you answered 'disagree', please tell us why

- b) Tax authorities
- agree
 - disagree
 - no opinion

If you answered 'disagree', please tell us why

- c) Waste scheme administrators
- agree
 - disagree
 - no opinion

If you answered 'disagree', please tell us why

- d) Local Authorities
- agree
 - disagree
 - no opinion

If you answered 'disagree', please tell us why

e) Businesses involved in waste movements

- agree
- disagree
- no opinion

If you answered 'disagree', please tell us why

f) Producers and carriers

- agree
- disagree
- no opinion

If you answered 'disagree', please tell us why

g) Waste receiving sites

- agree
- disagree
- no opinion

If you answered 'disagree', please tell us why

h) Household waste producers

- agree
- disagree
- no opinion

If you answered 'disagree', please tell us why

i) Wider public and interested parties

- agree
- disagree
- no opinion

If you answered 'disagree', please tell us why

Q42) Do you agree or disagree that waste producers should be able to see information about the end fate of their waste?

- agree
- disagree
- no opinion

If you answered 'agree', please provide details of what you think this should include

If you answered 'disagree', please tell us why

Q43) Do you agree or disagree with our proposals on UK GDPR?

- agree
- disagree
- no opinion

If you answered 'disagree', please tell us why

Further clarity needs to be provided on who is responsible for the secure handling and processing of personal data, the proportionality of what data is collected and how long it is retained and if a data breach occurs who is responsible.

It is also unclear how information fed in from local data collection systems would be kept secure when moving to the centralised system.

Q44) Do you agree or disagree with our proposals on managing sensitive information?

- agree
- disagree
- no opinion

If you answered 'disagree', please tell us why

Q45) Do you have any comments about our proposals (or your needs) for data retention?

- yes
- no

If you answered 'yes', please provide details

Q46) Do you agree or disagree with the proposed offences and associated enforcement options as set out in Table 5?

- agree
- disagree
- no opinion

If you answered 'disagree', please tell us why

While in broad agreement with the offences as listed, what will be critical will be how these regulations come into force, how businesses and individuals are supported regarding knowing what is expected of them and how to comply etc. As this will depend on a new central electronic system there needs to be some recognition that all stakeholders may not seamlessly transition with a pragmatic approach to enforcement particularly in the initial implementation phase.

Q47) Do you think there should be a maximum limit for variable monetary penalties set out in legislation?

- yes
- no
- no opinion

If you answered 'yes', please provide details of what you think this limit should be

Q48) Do you agree or disagree with our proposed functions for environmental regulators?

- agree
- disagree
- no opinion

If you answered 'disagree', please tell us why

Q49) Do you think costs relating to the investigation of, and enforcement action taken against, those not complying with the requirements of waste tracking should be recoverable through the

fees and charges for users of the waste tracking service? (please provide more information to support your answer if you wish)

- yes
- no
- no opinion

Costs should be levied on those against which successful enforcement action has been taken.

Q50) What is your preferred option for who should pay the IT service operation and maintenance costs?

- option A – the person or business who enters the preliminary waste tracking information
- option B – a specific user group
- option C – existing waste related fee payers
- other
- no opinion

If you selected 'Option B- a specific user group', please tell us what user group(s) this should be. If you selected 'Other', please provide further details

Waste producers

Q51) What is your preferred option for what type of cost it should be?

- option 1 – a per record fee
- option 2 – a flat annual fee
- option 3 – an increase to existing fees
- other
- no opinion

If you selected 'Other', please provide further details

Q52) What is your preferred option for how the costs should be collected?

- option X – on-submission payment facility
- option Y – credit system
- option Z – environmental regulators recover service costs through existing fees and charges
- other
- no opinion

If you selected 'Other', please provide further details

Q53) Which approach to getting all users onto the waste tracking service do you think we should adopt?

- option 1 – everyone must use the service from the day it goes live
- option 2 – voluntary use for a specified length of time, then mandatory for all
- option 3 – mandating some waste holders use the service or certain types of waste movement must be recorded on the service first then on-boarding others over time
- something else
- no opinion

If you answered, 'Option 3, which users or waste types do you think should be mandated first and why?

If you answered, 'Something else', please provide details

While generally supportive of Option 2 – voluntary use for a specified length of time, then mandatory for all, consideration should be given for exempting certain functions currently provided by Councils from the requirement to issue a unique digital record for all waste movements i.e. collection of commercial waste and incoming waste to Council operated Household Recycling Centres.

Q54) Considering your answer to question 24 in the '[Ways to enter information](#)' section, how much do you think it will cost your organisation to transition to this way of working?

Please provide costs in pounds for the first year only and only include new additional costs associated specifically with the waste tracking service, not costs for staff and infrastructure that would be incurred in the absence of the new waste tracking service.

- staff training (cost for the total number of hours across all necessary staff)
- familiarisation time (cost for the initial time spent getting to understand the system-cost of the total number of hours across all necessary staff)
- requirements familiarisation (time to understand new legal requirements - cost of the total number of hours across all necessary staff)
- customer engagement (for example, communications to customers around any new processes you will be adopting to comply with the new system, or what they need to do to comply)
- changes to current IT systems (this could include, for example, the cost of the total hours spent updating your current spreadsheet to align with a standardised template, or decommissioning any current IT you have)
- provision of any on-site technology (such as the cost of tablets or smartphones for waste collection operatives to record waste transactions on-site in real-time)
- other (please describe)

Without clear detail on which elements of Council operations could be impacted it is not possible for us to qualify these costs. However as set out in previous answers there are likely to be significant additional costs for staff, IT hardware and software.

Q55) Do you think your organisation would make any savings by transitioning to this way of working? Such as from:

- a reduction in data storage costs
- a reduction in time spent checking data quality
- savings in not having to complete and submit waste returns to regulators
- a reduction in time spent obtaining and providing waste information from or to customers
- other (please describe)

Please provide a savings figure for each of the following potential savings' items, if relevant, and any other potential savings you think you would make. Provide savings for the first year only.

No – we see this as being an additional cost burden to the Council especially if season ticket considerations are not applied to commercial collections and if a dispensation is not provided for incoming waste to council HRC's.

Q56) Alongside this consultation we have published an impact assessment setting out the costs and benefits we foresee from the introduction of a mandatory digital waste tracking service, based on assumptions made from the evidence currently available.

Have we made any assumptions that you disagree with?

- yes
- no
- **no opinion**

If you answered 'yes', please tell us why you disagree and if possible, provide details of better information we could use to inform our assumptions.

Q57) Overall, how satisfied are you with our online consultation tool?

- Very satisfied
- Satisfied
- **Neither satisfied nor dissatisfied**
- Dis-satisfied
- Very dissatisfied
- Don't know

Please give us any comments you have on the tool, including suggestions on how we could improve it.

Environmental Services Committee

Confidential

6th April 2022

Confidential Report from:

Director of Environmental Services

Local Government Act (Northern Ireland) 2014
Schedule 6 - Access to Information: Exemption Information

1. Information relating to any individual.
2. Information which is likely to reveal the identity of an individual.

When will the report become unrestricted:

Specify when
report will
become available

Once ratified by
Council

Redacted
report
available

Never

Item for Decision

TITLE: **Item 6.2 Royal Hillsborough – Addressing Boundary**

Background and Key Issues:

1. Hillsborough Village was granted the honour of Royal status with issue of letters patent in October 2021. As part of the change to Royal status an update to property addressing within the village limits is required.
2. To progress this matter and to allow Land & Property Services (LPS) to update the addressing on 'Pointer' the address database for Northern Ireland, the council must provide details of where the village limits for addressing are. The 2015 Belfast Metropolitan Area Plan (BMAP) details the village settlement limits and for Members referral, the map is attached in **Appendix 1 confidential**.

3. Members will also note that a number of properties sit just outside this BMAP settlement limit which are accessed from a roadway that is within the limit and have a physical connection to the limits and village itself.
4. It is the proposal that the 'Royal Hillsborough' address be applied to the additional properties highlighted within the red boundary in Appendix 1 together with the properties within the 2015 BMAP village settlement limit (in blue) and forwarded to LPS to update the Pointer address management system.
5. It was agreed at Full Council on 22nd March 2022 that delegated powers be granted to this Committee meeting to agree the recommendation. This is to expedite the address 'Royal Hillsborough' being included on Rates Bills and Poll Cards that will be issued shortly.
6. The proposals as attached in Appendix 1 have been presented and are supported through the Royal Hillsborough Working Group and consultation with Members of the Downshire East and Downshire West DEA's.
7. This report and recommendation is solely concerned with addressing responsibilities of the council and has no other influence or relevance in relation to the application of other policies or policy development.

Recommendation:

It is recommended that Members agree that the 'Royal Hillsborough' address be applied to the additional properties highlighted within the red boundary in Appendix 1 together with the properties within the 2015 draft BMAP village settlement limit (in blue) and forwarded to LPS to update the Pointer address management system.

Finance and Resource Implications:

Nil

Screening and Impact Assessment

1. Equality and Good Relations

Has an equality and good relations screening been carried out on the proposal/project/policy?

No

If no, please provide explanation/rationale

This proposal is based on an existing, agreed and publicly available mapping from 2015, used within the Belfast Metropolitan Area Plan. Screening of BMAP document along with public consultation was carried out at that time.

A pragmatic view has been adopted to include properties with 'boundary conditions' such as a geographical connection by attached roadway within the limits of the BMAP. Note: this is for addressing purposes only. All occupants/owners of these properties are treated equally for this addressing matter which is concerned with the property address only.

This proposal is NOT considering the name change, simply applying the agreed name change to an already agreed map with additional consideration of 'one-off' inclusions.

If yes, what was the outcome?:

Option 1 Screen out without mitigation	N/A	Option 2 Screen out with mitigation	N/A	Option 3 Screen in for a full EQIA	N/A
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Rationale for outcome/decision (give a brief explanation of any issues identified including mitigation and/or plans for full EQIA or further consultation)

Insert link to completed Equality and Good Relations report:

2. Rural Needs Impact Assessment:

Has consideration been given to Rural Needs?	No	Has a Rural Needs Impact Assessment (RNIA) template been completed?	Yes/No
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If no, please given explanation/rationale for why it was not considered necessary:

This proposal is based on an existing, agreed and publicly available mapping from 2015, used within the Belfast Metropolitan Area Plan. Screening of this document along with public consultation was carried out at that time.

A pragmatic view has been adopted to include properties with 'boundary conditions' such as a geographical connection by attached roadway within the limits of the BMAP. Note: this is for addressing purposes only. All occupants/owners of these properties are treated equally for this addressing matter which is concerned with the property address only.

This proposal is NOT considering the name change, simply applying the agreed name change to an already agreed map with additional consideration of 'one-off' inclusions.

If yes, give brief summary of the key rural issues identified, any proposed actions to address or mitigate and include the link to the completed RNIA template:

SUBJECT TO PLANNING APPROVAL: No

If Yes, "This is a decision of this Committee only. Members of the Planning Committee are not bound by the decision of this Committee. Members of the Planning Committee shall consider any related planning application in accordance with the applicable legislation and with an open mind, taking into account all relevant matters and leaving out irrelevant consideration".

APPENDICES:

Appendix 1 confidential – Proposed limits for Royal Hillsborough addressing

HAS IT BEEN SUBJECT TO CALL IN TO DATE?

No

If Yes, please insert date:

Royal Hillsborough Addressing Map Proposal

