



This agreement/supplementary agreement is between Paragus Limited trading as CheckedSafe of 10 Hargreaves Street, Burnley, Lancashire BB11 1ED (Company number 09159129) (the Company and or Supplier- interchangeable terms)

and

[name of company] of [insert address](Company number [insert company number])(the Customer)

CheckedSafe Supplementary Terms & Conditions for the Driving Licence Checking Service.

These supplementary terms and conditions are in addition to CheckedSafe's standard T&C's and shall apply to the use of CheckedSafe's driving Licence Checking Service. Use of the Driving Licence Checking Service is subject to these terms.

1. INTERPRETATION

1.1. The definitions in the general T&C's already executed between the parties shall apply and the further following definitions will also apply:

"Account" means the Customer specific facility that will be set up within the CheckedSafe system by the Company as part of the Customer sign up process which allows the Customer access to the Driving Licence Checking Service.

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

"Additional Terms" means additional contract terms governing the use of third party or External Agency products and/or services which we are required to publish to Customers as a requirement of providing those product/services.

"Approval" means that the Data Subject has signified by use of the authorisation template, signature or other act of assent their agreement to the driving licence check against their DVLA record.

"Affiliate" means any subsidiary or holding company of a Party.

"Authorisation template" means the template that the user will complete via the CheckedSafe App to authorise the checking of their driving licence.

"Business Day" means Monday to Friday (excluding public and bank holidays in England).

"Charges" means the charges for the Service as detailed on the Order Form and or quote/email or otherwise notified to you by the Company on the CheckedSafe system or in the form of a written quotation. Charges will include any fees payable to External Agencies for the services provided by them and any professional and/or consultancy fees.

"CheckedSafe System" means the cloud based hosted system accessed by the Customer via their Account. The system may be used by the Customer and individual drivers to submit Driver Information and to manage and view results and reports subject to having the relevant login credentials and access privileges.

"Company" and/or "Supplier" means Paragus Limited T/A CheckedSafe of 1st Floor, 8-10 Hargreaves Street, Burnley, Lancashire BB11 1ED. It will also include any sub-contractors and agents that we appoint to deliver the Service to the Customer.

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

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

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

"Customer Driver" means a Data Subject who is registered in the CheckedSafe system and is associated with or linked to a Customer Account as a Permitted User.

"Customer Information" means information supplied by or on behalf of a Customer for the purposes of accessing the Service including but not limited to Personal Data relating to employees, employee dependents and contracted personnel who are required to drive on behalf of the Customer, information about working patterns and times, personal attributes, driving entitlement and history, contact information and Vehicle Data.

"Data Controller/Data Processor" shall have the meaning given to the term in in the Data Protection Act 2018 and UK GDPR (as amended).

"Data Processing Declaration/DPD" means the D906/ADD Data Processing Declaration form issued in approved format or equivalent, naming the Customer and the Company, setting out the legal basis for the request being made and with the relevant details completed by the driver and signed by them indicating acceptance to searches against their driver record held by the DVLA. The DPD lasts for 3 years from the date of issue unless (i) it is withdrawn by the Licence Holder, or (ii) the Licence Holder ceases to work for the Customer named in the DPD or (iii) the Licence Holder ceases to drive in connection with their employment with the Customer. It is intended that the Customer's users and or drivers will grant such authorisation using the template provided by the CheckedSafe App

"Data Subject" means the individual employee, potential employee, dependent driver, hirer, lessor or contractor whose Driver Information is provided by the Customer or by the Customer Driver at the request or instruction of the Customer and whose Customer authorisation, information and output data will be processed through the Service. Reference to the CheckedSafe system means the combination of the CheckedSafe App wherein Customers and Customers users grant permission for driving licence checking and the back office management system wherein the results and records are stored.

"DLC" Means the CheckedSafe Driving Licence Checking System

"Document Image Checking" means the process for the scanning and automated checking of uploaded images of source documents in order to test the layout, content and authenticity of the uploaded image against official templates for the document type(s).

"DQ3/Nil 3 Result" means a record returned with 'licence holder suppressed record' status following a Request to the DVLA against that licence holder's record. This means that the record is not available electronically from the DVLA and a manual



submission will need to be made to obtain the details in the licence holder record. There are a number of reasons for which a record may be marked. A full list is available on request from the Company. Such a request will still incur a fee as set out below.

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

“Driver/User Information” means data, including Personal Data about a Data Subject and their users and or vehicle(s) that is provided to the Company either directly by the Data Subject or by the Customer in accordance with this Agreement.

“Event of Force Majeure” means any one or more acts, events, omissions or accidents beyond the reasonable control of a Party, including (but not limited to) strikes, lock-outs or other industrial disputes, failure of a utility service, or transport network or information technology or telecommunications service, act of God (including without limitation fire, flood, earthquake, storm or other natural disaster), war, threat of war, riot, civil commotion, terrorist attack, malicious damage (including without limitation the acts of hackers), epidemic, compliance with any law or governmental order, rule, regulation or direction, accidental damage, failure of plant or machinery, or default, non-performance or late performance of suppliers or sub-contractors.

“External Agency” means any third-party organisation that provides services to the Customer through the Portal. It will include (but is not limited to) the provision of services or information by the Driver Vehicle and Licensing Agency (DVLA), the provision of information by Driver and Vehicle Standards Agency (DVSA) and the provision of electronic identify verification information and document checking services by third party suppliers.

“GDPR” means the Data Protection Act 2018 and the UK General Data Protection Regulation as amended from time to time (and the EU GDPR for such period as it continues to have legal applicability in the UK (EU 2016/679)) and any data protection laws or regulations made thereunder or supplemental thereto. In the event that the legislation referred to is amended and or updated following BREXIT then the new laws shall apply so far as is possible.

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

“Licence Holder” is the individual who is the subject of the driver record enquiry to the DVLA ADD system using the DLC and in respect of whom information regarding the validity of their driving licence, entitlement, status and history is sought by the Customer.

“Order Form” means the order form and or email quote which may or may not be annexed to or relating to this Agreement. Once the supplementary T&C’s have been executed these take precedence.

“Output Data” means all information and data provided to a Customer by the Company including the results of any enquiry or search, reports, certificates or management information relating to the Customer’s Account or the use of the Portal. Such output data all includes negative responses to searches.

“Party” means a party to this Agreement and “Parties” shall be construed accordingly.

“Personal Data” means any information relating to an identified or identifiable natural person who can be identified directly or indirectly by information requested, retrieved and stored within CheckedSafe to include, but is not limited to identifiers such as name, location, online identifier, identification numbers and any physical information or factors specific to an individual.

“Permitted User” means anyone who has been given access to the Service by the Customer.

“Service” means the CheckedSafe system that is offered or made available to Customers including any optional modules provided by the Company. Access to certain parts of the Service may be subject to restriction or additional controls and licence terms so are provided to Customers at the Company’s discretion.

“Subscription Fee” means the Charge payable for use of CheckedSafe’s Driving Licence Checking solution.

“Solution Administrator” means the individual(s) named by the Customer or their replacement(s) as notified to the Company.

“Support” means the support facility provided by the Company to on-board new Customers, handle Customer enquiries pre and post sales and general administration and training for the Service.

“Tacho Data” means the driver card number and expiry date(s).

“User ID” means the User login credentials required to access the Customer’s Account.

1.2. The headings in this Agreement do not affect its interpretation and are provided for ease of reading. References to clauses, sections and appendices are to paragraphs, sections and appendices of this Agreement. Words in the singular include the plural and vice versa. A reference to “writing” or “written” includes electronic mail or facsimiles.

1.3 COMMENCEMENT AND DURATION

1.3.1 This Agreement will commence on the Contract Start Date and unless terminated earlier in accordance with clause 11, will continue for a period of 12 months (Initial Period).

1.3.2 The Agreement shall automatically renew for further periods of 12 months (Renewal Period(s)) at the end of the Initial Period and each subsequent Renewal Period unless either party gives a minimum of 90 days written notice to the other to terminate this Agreement at the end of the Initial Period or the relevant Renewal Period.

2. RIGHTS AND DUTIES

2.1. The Customer must have a demonstrable business requirement or justification for accessing the DVLA IEP database using the Company’s DLC and any driver records and data requested and provided through the Service must be used only for the specific purpose for which the enquiry was made.

2.2. Any Licence Holder data provided to the Customer under this agreement cannot be obtained or further processed for reasons incompatible with the lawful purpose for which it was obtained and for which the data subject (the Licence Holder) gave their Approval.



2.3. Under the terms of the GDPR and under our contract with the DVLA allowing access to the records, the Company is required to obtain Approval to a Driving Licence Check from the Licence Holder before releasing the information through the Company's Service to the Customer. It is the absolute responsibility of the Customer to ensure that this Approval is provided prior to requesting the Service. Such approval will be obtained via completion of a Template on the CheckedSafe App.

2.4. The Customer shall appoint a suitable Administrator to manage their DLC service and account. The Company shall provide suitable training for the nominated Administrator to ensure that they are familiar with the day-to-day management and administration of the Service. An online manual is also available.

2.5. The Customer will not use or attempt to use the DLC without proper Approval from the Licence Holder, this Approval to be effective at the date of any initial DLC enquiry and remaining effective thereafter during the 3-year term of the DPD or E-Approval. Retrospective Approval or no Approval will be unacceptable and will constitute a material and irremediable breach of this Agreement.

2.6. The Customer shall put in place a procedure to allow a Licence Holder to withdraw their Approval and for the Company to be notified of this withdrawal within a reasonable time thereafter. It is the responsibility of the customer to manage the same.

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

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

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

3. PROVISION OF THE SERVICE

3.1. The use of the CheckedSafe system to manage driver information and obtain Output Data is subject to the terms and conditions of this Agreement.

3.2. On receipt of all required information from the Customer, completion of an Order Form, and subject to satisfactory reference checks and the acceptance of the CheckedSafe commercial terms, the Company shall set up a Customer Account and register the Solution Administrator(s).

3.3. The Customer will be responsible for:

(a) ensuring that it has a minimum of 1 Solution Administrator

who will be familiar with the use of the Service and will be the first point of contact for all Permitted Users of the Service;

(b) letting the Company have details of any changes to the Customer's Solution Administrator's contact details without undue delay; and

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

3.4. Subject to payment of the Charges by the Customer, the Company shall provide the Customer with those parts of the Service that are selected on the Order Form in accordance with the terms and conditions of this Agreement.

3.5. Access to External Agencies in order to obtain Output Data about Data Subjects will be subject to the Additional Terms as set out in the Schedules to this Agreement, if relevant.

3.6. Occasionally the Company may:

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

(b) give the Customer instructions which it reasonably believes are necessary for reasons of health, safety or the quality of any service provided by the Company to the Customer or any other customer and the Customer shall comply with such instructions; and/or

(c) suspend the Service for operational reasons such as repair, maintenance or improvement or because of an emergency and the Company will give the Customer as much on-line, written or oral notice as possible and the Service will be restored as soon as possible.

3.7. Although the Company aims to provide an uninterrupted Service, due to the Company's reliance on third party suppliers, government agencies and telecommunication services over whom the Company has no direct control, from time to time faults or interruptions in the Service may occur. In the event that such a fault does occur, the Company will endeavour to procure repairs to the fault in accordance with any service levels as soon as circumstances allow.

3.8 Suspension of Service

3.8.1 The DVLA have an independent right to suspend access to ADD where there has been a breach of security or an audit finds that the Customer's Permitted Users have not granted proper authorisation. In this event the Customer will immediately lose access to the services for any new driving licence enquiries or scheduled rechecks until access is restored.

3.8.2 In the event of any termination of the CheckedSafe Driver Licence Checking Service without any fault or breach on their part, the Customer will be entitled to a refund of any advance fees paid for Applicants under the on-going driver monitoring facility on a pro-rata basis. Where fees are due for any checks that have been completed, these will continue to be due to the Company.

4. USE OF THE SERVICE

4.1. The Customer warrants, represents and undertakes that:

(a) It will only use the Service in pursuance of its duty of care obligations and specifically in relation to Customer Driver management for screening and employee management purposes. Output Data (Including any Personal Data) will only be used for the purposes for which the enquiry was originally made and will not be used or re-used or processed for other purposes



incompatible with this original purpose or in breach of the terms of this Agreement. Use of the Service for personal reasons or for other non-specified purposes by officers, employees or agents is strictly prohibited.

- (b) It will not try to circumvent the system security of the CheckedSafe system at any time.
- (c) It will not resell or license, or try to resell or license, all or part of the Service or any Permitted User/ Driver Information/ Output Data to any third party.
- (d) It will not store, adapt, modify, transmit, reverse engineer or decompile the whole or any part of the Service or distribute the Service except to Permitted Users and will not allow anyone else to do so.
- (e) It will comply with all legislation, instructions or guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to it, including without limitation those which relate to the provision of Customer Information to the Company, in each country where the Service is used.
- (f) It will be responsible for the creation, maintenance and design of all Customer Information.
- (g) It will be responsible for the acts and omissions of all Permitted Users and Solution Administrators who use the Service, including any failure on that part to perform or observe the terms and conditions of this Agreement, including any instructions issued under the Order Form or in the relevant exhibits, appendices and Schedules to this Agreement.
- (h) It will not make any recruitment or other decisions relating to its personnel in terms of promotion or appointments based solely upon the Output Data provided by the Service.
- (i) It will comply with the data protection requirements in clause 20 of this Agreement.

4.2. Where Document Image Checking is selected on the Order Form the Customer acknowledges and agrees that the Service:

- (a) May not cover every type of document and that the Customer shall be solely responsible for enquiring as to whether a document can be checked before making such request from the Service; and
- (b) Requires an image in the agreed format and of a minimum standard in terms of clarity and quality to be uploaded in order to function; and
- (c) Is not intended to replace any legal requirement that might exist to physically inspect the original document and subject it to counterfeit testing inspections or processes.

4.3. The Customer accepts full responsibility for the accuracy of all information supplied either using the authorisation template or inputted manually into the CheckedSafe system.

4.4. The Customer agrees to procure Approval from the Licence Holder via the authorisation template as a pre-condition to its submission to Company and DVLA.

4.5. The Company may at any time without notifying Customer, update or change the authorisation template so as to comply any changes to rules, regulations or contractual obligations. Wherever possible the Company will notify the Customer in advance of such changes and the reasons for introducing them and where it is practical to do so and will provide a reasonable period of notice in advance of their introduction. For the avoidance of doubt the authorisation template can only be edited and or amended by the Company.

4.6. The Company may request the Customer to grant access to the DVLA Representative or the Department to their premises for the purposes of making enquiries in relation to any suspected serious breach of data security or the abuse of Personal Data. In such circumstances, the Customer will cooperate fully with the DVLA or Department Representative.

5. SECURITY

5.1. The Customer warrants that it shall comply with all rules, instructions and guidelines published by the Company relating to the prevention of unauthorised access to its Account.

5.2. The Customer shall be responsible for the security and proper use of all User IDs and passwords used in connection with the Service (including changing passwords on a regular basis) and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people. For the avoidance of doubt the Customer will be responsible for all Charges for the Service where the User ID has been used to access the Service. No refunds can be given under any circumstances as once the enquiry has been made, even if made with incorrect data a charge is levied by DVLA.

5.3. The Customer must immediately inform the Company if there is any reason to believe that a User ID or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.

5.4. If at any time the Company reasonably considers that there is or is likely to be a breach of security or misuse of the Service the Company may require the Customer to change any or all of the passwords used by the Customer in connection with the Service and/or suspend User ID and password access to the Service.

5.5. The Customer must inform the Company of any changes to the information the Customer supplied within the Order Form without undue delay.

6. INTELLECTUAL PROPERTY RIGHTS

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

6.2. All Intellectual Property Rights in and/or relating to the CheckedSafe system and the Service provided and the Output Data shall remain the property of the Company. The Customer shall acquire no rights in the Service, the CheckedSafe system or the Output Data or to the documentation or the Service (or any software or other application, data or information comprising or forming part of the same) other than the right to use the CheckedSafe system and Service, any Output Data and documentation in accordance with the terms of this Agreement. This Agreement shall not operate as an assignment of any Intellectual Property Rights.

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

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



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

- (a) suspend any part or aspect of the Service that is subject to the infringement claim made by the third party;
- (b) modify the Service, or item provided as part of the Service, so as to avoid any alleged infringement, provided that the modification does not materially affect the performance of the Service;
- (c) terminate the Agreement upon written notice to the Customer.

6.6. Brand and Trade mark

(a) The Company does not grant the Customer any licence to use the DVLA or the Department's brand, logo or trademark in connection with any advertising or promotional purposes whatsoever, although the Customer may make known the fact that the Service provided through the Company uses data derived from the DVLA Licence Holders records database but may not represent explicitly or otherwise that the relationship extends beyond that of data owner/supplier and customer via an intermediary (the Company). The Customer may not imply or suggest that they have a direct link to the DVLA the IEP database where no such direct link exists.

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

(c) Any linked reference(s) to the DVLA or the Department that are included on the Customer's website or any associated documentation issued or made available by the Customer to their users should link to the DVLA or the Department's website and ideally to the relevant page within that website.

(d) This Clause applies to the use of "DVLA" and "Department" and all variations of the same in any electronic or physical media, whether featuring as hidden or visible text.

7. INTELLECTUAL PROPERTY RIGHT WARRANTY AND INDEMNITY

7.1. The Company warrants that it has the right to supply the Service under the terms of this Agreement.

7.2. The Company will indemnify the Customer against all liabilities, costs, expenses, damages and losses incurred by the Customer as a direct result of any third party making or threatening to make a claim against the Customer that its use of the CheckedSafe system and/or Output

Data in accordance with the terms of this Agreement infringes that third party's Intellectual Property Rights (a "Claim") provided that the Customer:

- (a) notifies the Company promptly in writing of any Claim;
- (b) makes no admission or compromise relating to the Claim or otherwise prejudices the Company's defence of such Claim; and

(c) allows the Company to conduct all negotiations and proceedings in relation to the Claim and gives the Company all reasonable assistance in doing so and the Company will pay the Customer's reasonable expenses for such assistance.

7.3. The indemnity in clause 7.2 does not apply to any Claim arising as a result of the use of the Service, Portal and/or Output Data in conjunction with software, materials, equipment and/or services which the Company has not supplied pursuant to this Agreement or to Claims caused by designs, modifications, changes or specifications made by the Customer, or on the Customer's behalf.

7.4. The Customer agrees to indemnify the Company against all liabilities, costs, expenses, damages and losses incurred by the Company arising out of or in connection with:

(a) any third party making or threatening to make a claim against the Company that the Customer's use of the Output Data and/or Service in conjunction with other software, equipment, materials and/or services not supplied by the Company pursuant to this Agreement infringes that third party's IPR; and

(b) any third party making or threatening to make a claim against the Company that any designs or specifications made to the Data and/or Service by the Customer, or on the Customer's behalf infringes that third party's IPR.

7.5. The Company will notify the Customer of any claims or proceedings and will keep the Customer informed as to the progress of claims or proceedings that relate to the indemnity in clause 7.2.

8. CONFIDENTIALITY

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

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

- (a) its officers, employees, advisors and External Agencies where there is a need to disclose such information in order to perform this Agreement, but only to the extent that it is necessary to do so and the fact that the information is confidential must be made known to the person receiving the information; or
- (b) where this is required in legal proceedings or under government instructions but only to the extent required to comply; or
- (c) where the person receiving the information already knows or is aware of the information being disclosed from another legitimate source; or
- (d) the information has become generally public from another source and not through a breach of this Agreement.

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



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

9. CHARGES AND PAYMENT – NON REFUND POLICY

9.1. The Charges for the Driving Licence Check Service are set out as follows. NO REFUNDS are given under any circumstances.

(a) The price for each Driving Licence check for the Customers users is £1.60 plus VAT per check.

(b) The fee is incurred immediately the user submits his authorisation for a licence check via the CheckedSafe App or if details are entered manually via the CheckedSafe back office system. There is no free trial period.

(c) No refunds can be provided for any checks completed as a result of such authorisation irrespective of whether any Licence data is or is not found.

(d) In the event that the Customer enters data manually, as opposed to doing so via the CheckedSafe App, then the Customer is responsible for all charges incurred, again whether or not any licence data is found or not. Such charges are incurred even if the Customer makes a mistake or has a typographical error with the input of driving licence data. The DVLA charge the Company for ALL enquiries made and accordingly no refunds can be given under any circumstances.

(e) Even if no data is returned by the DVLA following the driving licence check then a charge is levied. The charge is made for making the check irrespective of the results of the check. It is for that reason that no refunds can be given.

(f) The system will auto check all drivers and or users who have authorised the same via the authorisation template or whose details have been entered manually by the customer. Accordingly if the driver and or user is identified as a live user in the system then a charge will be made. For that reason it is the customers responsibility to ensure that all drivers and or users who are either no longer employed by the customer or who do not require to have further checks are disabled on their user profile to prevent charges accruing. The customer is reminded that no refunds can be provided under any circumstances.

9.2 The following matrix sets out the default charging position for each user based upon the number of points that a driving licence check reveals.

(a) If the user has 0-3 points then the Company will allocate the user to its "low risk" category and perform, by default, 2 checks per year.

(b) if the user has 3-9 points then the Company will allocate the user to its "medium risk" category and perform by default 4 checks per year

(c) if the user has 9 points or more then the company will allocate the user to its "high risk" category and perform, by default, a check each month.

(d) It is the current recommendation of the regulatory bodies that Customers and or organisations undertake at least 4 driving licence checks per annum for their users.

9.3. The settings at 9.2 above are the CheckedSafe default system settings. However, the Customer can request a change to these default settings and the Company will make such changes whilst providing a disclaimer in relation to the same. For the avoidance of doubt the Company advises all of its Customers to adhere to the CheckedSafe default system settings.

9.4. All Charges will be payable in pounds sterling. Value Added Tax will be payable on your invoice at the appropriate rate. Payment terms are strictly 14 days after the invoice date.

9.5. Unless otherwise agreed, the Customer shall pay all Charges due under this Agreement to the Company by Direct Debit and shall provide the Company with a signed Direct Debit mandate to effect payment as part of the Customer on-boarding and Account setup process. In the event that the Customer does not pay by way of direct debit then any invoice issued is due within 14 days.

9.6. Invoices will be issued by the Company monthly in arrears to the Customer. All Charges shall be payable by the Customer without any deduction, set-off or withholding. In the event that the Customer fails to pay any invoice when due or the Direct Debit mandate fails for any reason then the Company will immediately, and without notice, suspend the Customers access to the CheckedSafe driving licence checking system. The Company can also suspend, at its absolute discretion, access to the main CheckedSafe system that the Customer subscribes to. Access will not be reinstated until all outstanding charges have been paid in full. Further if non-direct debit paying customer does not pay an invoice as and when due then access to the service will be suspended and not reinstated until all outstanding charges have been paid and the Customer completes and returns a direct debit mandate for payment of future invoices.

9.7. The Customer acknowledges that the Customer may be subject to the Company's credit vetting procedures and that the Company may, at any time, require the Customer to pay a deposit or provide a guarantee as security for payment of future bills.

9.8. If the Customer fails to pay any part of the Charges when due in accordance with this Agreement:

(a) It shall be liable to the Company to pay interest on such part of the Charges from the due date for payment at a monthly rate of 5% above the base lending rate of Barclays Bank plc on all overdue amounts until payment is received in full; and

(b) Without notice, the Company may suspend all or any part of the Service.

9.9. If the Customer has received preferential pricing or payment terms under this Agreement or if the standard pricing or payment terms that applied on the Contract Start Date have changed during the Initial Period then unless otherwise expressly agreed in writing between the Parties, the Company's standard pricing and payment terms will prevail in respect of the Customer's continued use of the Service after the Initial Period.

9.10. After the expiry of the Initial Period the Company shall be entitled to increase its Charges by giving the Customer not less than 30 days' notice of the change. For the avoidance of doubt, save as set out in clause 9.3, the Company will not revise the Charges before the end of the Initial Period.



10. LIABILITY AND LIMITATIONS

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

10.2 Neither Party excludes or limits its liability for the indemnities in this Agreement for infringement of intellectual property rights, breaches of the General Data Protection Regulation and any associated legislation or regulations, and losses or damages for breaches of the confidentiality undertakings.

10.3 Subject to clauses 10.1 and 10.2, the Parties agree to limit their liability for negligence, breaches of contract or in the event of any non-fraudulent misrepresentation or other action as follows:

- (a) neither Party will be liable for any loss of profits, business, anticipated savings, loss of reputation, destruction or deletion of any data or any other special indirect or consequential loss or damage;
- (b) in the case of any other losses or damages, each Party's liability to each other in any 12-month period arising out of or in connection with this Agreement is limited to the amount of the aggregated Charges paid or payable to Company for the Service in the 12 months immediately preceding the date that the cause of action arose or a maximum of £50,000 whichever is the greater.

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

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

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

11. TERMINATION AND EFFECTS OF TERMINATION

11.1 The Company may suspend all or part of the Service immediately and without notice upon the Customer's breach of any term of this Agreement including without limitation its breach of any of the provisions under clause 9 (Charges and Payments).

11.2 Either Party may terminate this Agreement by giving notice in writing at least 90 days before the end of the Initial Period or Renewal Period in line with clause 2.2.

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

- (a) the other Party commits a material or persistent breach of this Agreement which can be remedied, but fails to remedy the breach within 20 Business Days of a written notice to do so;
- (b) the other Party commits a material or persistent breach of this Agreement which cannot be remedied.
- (c) any meeting of creditors of the other Party is held or any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) is proposed or entered into by or in relation to the other Party (other than for the purpose of a bona fide solvent re-construction, re-organisation or amalgamation);
- (d) the other Party ceases or threatens to cease carrying on business or is or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
- (e) a nominee, supervisor, receiver, administrator, administrative receiver or liquidator is appointed in respect of the other Party or any encumbrancer takes possession of, or any distress, lien, execution or other process is levied or enforced (and is not discharged within seven days) upon, the assets of the other Party;
- (f) an order is made for the bankruptcy or winding-up of the other Party or a resolution for its winding up is passed;
- (g) a notice of intention to appoint an administrator is filed with the court or served on any creditor of the other Party;
- (h) an application for an administration order is issued at court in respect of the other Party;
- (i) a meeting is convened for the purpose of considering a resolution for the winding up of the other Party or the making of an application for an administration order or the dissolution of the other Party;
- (j) any event analogous to any of clause (c) to (i) above occurs in any jurisdiction;
- (k) the other Party, being an individual, dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation;
- (l) the other Party is prevented by an Event of Force Majeure from performing any of its responsibilities under this Agreement for a period of three consecutive calendar months or more.

11.4 When this Agreement terminates the Customer will:

- (a) cease using the Service or in the case where access to specific parts of the Service has been terminated cease to use the specific parts;
- (b) return or destroy (at the Company's option and request) any confidential information belonging to the Company in its possession or control;
- (c) immediately pay any outstanding invoices submitted to the Customer for any Charges due for the Service provided



whether the invoice was submitted before or after the termination of this Agreement.

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

12. SUPPORT

12.1. The Company will provide support to Customer in accordance with the provisions of its general Service Level Agreement and Standard Terms & Conditions.

13. MODIFICATIONS TO THE AGREEMENT

13.1. The Company reserves the right to modify this Agreement at any time and incorporate new terms and conditions or make changes to this Agreement at any time where such changes are required:

- a) by changes or modifications to the terms by or under which External Agencies will supply Output Data or provide services to the Company and/or Customers, but only to the extent necessary to incorporate these changes; or
- b) In order to accommodate changes in the law; or
- c) where such change or modification is necessary for clarity, provided this does not substantively change or alter the nature of the provision or term so modified.

13.2. Customers will be notified of any modification by the Company publishing the additions or changes on the CheckedSafe system. These additions or changes will be effective immediately and incorporated into this Agreement and any further use by the Customer of the CheckedSafe system and Output Data will be treated as being subject to these revised terms and conditions.

13.3. Where any change or modification to this Agreement under clause 13.1(a) amounts to a material change or modification the Customer may terminate this Agreement under clause 11.3.

14. EVENTS BEYOND EITHER PARTY'S CONTROL

14.1. Neither Party will be in breach of this Agreement nor liable to the other for any failure or delay in the performance of any obligations under this Agreement arising from or attributable to an Event of Force Majeure.

15. DISPUTE RESOLUTION

15.1. This clause 15 is without prejudice to the right to suspend the Service and/or terminate the Agreement pursuant to any rights to do so under this Agreement. The Parties shall negotiate in good faith and use reasonable endeavours to settle amicably any dispute between the Parties that may arise out of or relate to this Agreement or a breach thereof.

15.2. If any such dispute cannot be settled amicably through ordinary negotiations by appropriate representatives of the Parties within 10 Business Days of one Party giving written notice to the other of the existence of the dispute (a "Dispute Notice"), the dispute shall be referred to the respective Divisional Managing Director (or equivalent) of the Parties who shall meet without undue delay in order to attempt to resolve the dispute. If a dispute has not been resolved within 40 Business Days of the Dispute Notice, then the other Party may initiate any legal proceedings it deems appropriate.

16. ASSIGNMENT

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

17. ENTIRE AGREEMENT

17.1. This Agreement constitutes the entire agreement between the Parties and replaces and supersedes all previous written or oral agreements relating to its subject matter.

17.2. The Parties agree that:

- (a) neither Party has been induced to enter into this Agreement by any representation, warranty or other assurance not expressly incorporated into it; and
- (b) in connection with this Agreement its only rights and remedies in relation to any representation, warranty or other assurance are for breach of contract and that all other rights and remedies are excluded, except in the case of fraud.

18. THIRD PARTY RIGHTS

18.1. A person who is not party to this Agreement has no rights to enforce any part of this Agreement under the Contract (Rights of Third Parties) Act 1999.

19. NOTICES

19.1. Notices required to be given under this Agreement must be in writing and may be delivered by hand or by courier, or sent by first class post to the following addresses:

- (a) to the Company at its registered office address and marked for the attention of the Company Secretary,
- (b) to the Customer at the address to which the Customer asks the Company to send invoices to or the Customer's registered office address (in the case of a corporate body).
- (c) in addition by sending a copy by email to info@checkedsafe.com and darran.harris@checkedsafe.com

19.2. Any notice shall be deemed to have been duly received:

- (a) if delivered by hand or by courier, when left at the address referred to in this clause 19.1;
- (b) if sent by first class post, two Business Days after the date of posting.

20. DATA PROTECTION

20.1. Both Parties warrant that they will comply with their respective obligations under the Data Protection Act 2018 (DPA) and GDPR and/or any other corresponding or applicable regulations, legislation or other local or international laws covering the use, processing and/or dissemination of Personal Data of individuals.

20.2. The Parties acknowledge that for the purposes of the DPA and GDPR, the Customer will be the Data Controller and the Company will be the Data Processor.

20.3. Where the Company processes Personal Data on the Customer's behalf, the Company acting as Data Processor will: -



- (a) provide the Customer with features, utilities and capability within the Service to manage the Personal Data in their Account, including the means to archive, correct, update and delete information and records; and
- (b) not engage another processor to perform the Services or any part thereof without specific written authorisation from the Customer permitting the same; and
- (c) shall process Personal Data for the performance of the Service and not for any other purpose only to the extent and in such a manner as is necessary for provision of the Service; and
- (d) shall not process the data outside the United Kingdom without the prior written consent of the Data Controller; and
- (e) shall process the Personal Data only on express documented instructions from the Customer as set out in the order form and these terms, unless required to do otherwise by EU or other national law to which the Company is subject. In such cases the Company shall inform the Customer of such requirement prior to processing unless this is prohibited by law. Instructions may be specific or of a more general nature; and
- (f) shall ensure that all Company personnel processing the Personal Data on behalf of the Customer are subject to a binding written contractual obligation to keep the Customer's Personal Data confidential and not to disclose the same except where disclosure is required by law in which case the Company shall advise the Customer of this prior to disclosure unless prohibited by law; and
- (g) shall ensure that Company personnel with access to Personal Data are reliable and have received adequate training in the Company's responsibilities in compliance with the GDPR and the rights of Data Subjects; and
- (h) at its own expense and cost take appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to Personal Data. Such measures shall take into account the currently available technology and industry best practices and shall have due regard to the context and purpose of processing and the risk and severity to the rights and freedoms of the Data Subject when determining the appropriate level of security for the risk; and
- (i) With due regard to the nature of the processing will assist the Customer by appropriate technical and organisational measures insofar as this is practicable and possible in fulfilling the Customer's obligations as Data Controller to respond to requests from the Data Subjects; and
- (j) Upon termination of this agreement The Company will delete or return all of the Customer's Personal Data at the Customer's election and upon their instructions. This erasure obligation will not apply where the Company is obliged by law to store a copy of the data.
- (k) the Company will co-operate with the Customer to the extent permitted by its security policies and procedures to enable it to monitor compliance with the obligations pursuant to the GDPR.
- (l) At no cost to the Customer, shall pass any Data Subject requests received by the Company to the Customer within 3 (three) business days of the receipt of such request. The Company shall not respond to such requests unless authorised by the Customer in writing and shall use reasonable endeavours to assist and co-operate with the Customer in responding to such requests.
- (m) Where a Data Subject wishes to invoke the right to restrict processing of their driver record and advises the DVLA of the same, the DVLA will inform the Company in writing of this request. The Company upon receipt of this notification is obliged under contract with the DVLA to immediately ensure that no further enquiries in respect of the Data Subject take place. The Company will advise the Customer that this action has been taken within three working days.

20.4. The Customer acknowledges and agrees that it is responsible for:

- (a) obtaining the Approval of the relevant Permitted Users/Data Subjects prior to use of the Service; and
- (b) providing an audit trail of all Approvals received from each individual Data Subject under clause 20.4(a) above.

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

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

- (a) any non-compliance by the Customer with the GDPR or other applicable legislation; or
- (b) any Personal Data processing carried out by the Company in accordance with instructions given by the Customer where those instructions infringe the GDPR or other applicable legislation; or
- (c) any breach by the Customer of its data protection obligations under this Agreement except to the extent that the Company is liable under clause 20.7 below.

20.7. The Company shall be liable for and shall indemnify (and keep indemnified) the Customer in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees) or demand suffered or incurred by, awarded against, or agreed to be paid by the Customer arising directly or in connection with the Company's processing activities that are subject to this Agreement:

- (a) only to the extent that the same results from or is contributed to by the Company's breach of this Agreement or their obligations under the GDPR or other applicable legislation; and
- (b) not to the extent that the same results from or is contributed to by any breach of this Agreement or their GDPR obligations by the Customer.

20.8. No Party shall be entitled to claim back from the other any sums paid by way of compensation in respect of any damages or losses for which they are liable to indemnify the other under clauses 20.6 or 20.7 above.

20.9. Nothing in this Agreement shall relieve either Party of, or otherwise affect, the liability of either Party to any data subject



or for any other breach of that Party's direct obligations under the GDPR. Each Party acknowledges that they shall remain subject to the authority of the Information Commissioners Office ("ICO") or any replacement or successor and shall cooperate fully with the ICO and that their failure to comply with the GDPR may make them liable to fines, penalties and compensation requirements under the data protection legislation.

21. AUDIT & INSPECTION RIGHTS

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

- (a) the name(s) and contact details for each Customer including the name(s) and user approvals of Customer personnel; and
- (b) the Services and categories of processing undertaken by the Company and
- (c) a general description of the technical and organisational security measures applied to the Services; and
- (d) this information will be made available to the Customer upon written request within 3 business days of the receipt of such request.

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

- (a) any auditor mandated by the Customer is subject to a written confidentiality agreement that protects the Parties; and
- (b) any physical audit shall take place during office hours subject to reasonable advance notice to the Company; and
- (c) any audit is limited to records, data, personnel and equipment that is directly concerned with or connected with the provision of Services to the Customer; and
- (d) the audit is proportionate to the Services provided to the Customer and the risk presented by unauthorised release or accidental destruction or loss of the Personal Data and does not materially disrupt the Company's ability to support and deliver services to other customers; and
- (e) subject to clause 21.3 such audit it at the cost and expense of the Customer.

21.3. Where a Customer audit reveals a material non-compliance by the Company with its obligations under the GDPR, the Company will immediately remedy such issues.

21.4. The Company is under certain pre-existing obligations with its third-party suppliers (and/or regulatory bodies) that require the Company to include a right of audit in all of its Customer Agreements. The following clauses 21.5 – 21.10 are intended to give effect to that requirement.

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

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

- (a) Allegations of misuse by the Data Subject whose personal information has been accessed;
- (b) Serious concerns about the use, storage or security of Output Data or Driver Information or the use of the Service.
- (c) A referral of a serious concern by an external authority or organisation (for example the DVLA or Information Commissioner).

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

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

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

21.10. Where an audit identifies any material failures or non-adherence to the terms of this Agreement the Company may terminate in accordance with clause 11.

22. NON-SOLICITATION OF EMPLOYEES

22.1. The Customer shall not directly or indirectly (whether alone or in conjunction with or on behalf of any other person, business or organisation) solicit or entice away (or attempt to solicit or entice away) any person employed or engaged by the Company or the Company's Affiliates in the provision of the Data and/or Service at any time during this Agreement or for a further period of 12 months after the termination of this Agreement other than by means of an advertising campaign open to all comers and not specifically targeted at any of the Company or the Company's Affiliates' staff.

22.2. If the Customer breaches clause 22.1 it shall, on demand, pay to the Company a sum equal to one year's basic salary or the annual fee that was payable by the Company to that employee, worker or independent contractor plus the recruitment/sourcing costs incurred by the Company in replacing such person.

23. MISCELLANEOUS

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

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

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



single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other remedy.
23.4. Unless otherwise stated herein, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any other rights or remedies provided by law.

24. GENERAL UNDERTAKING AND LAW

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

24.2. This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed and construed in accordance with the laws of England and both Parties submit to the exclusive jurisdiction of the English Courts.

This agreement has been entered into on the _____ day of _____ 20____

The Customer agrees to the terms above and the Terms & Conditions attached.

Date of contract start date [INSERT DATE]

Signed:[signatory of company]

Name: [Insert name of signatory]

Position: Director/Owner/Company Secretary/Official signatory [highlight as appropriate]

Date of signing:.....

Please identify the person responsible as the Driving Licence Checking Administrator.

Name: [Insert name of signatory]

Position: Director/Owner/Company Secretary/Official signatory [highlight as appropriate]

Signed on behalf of Paragus Ltd (Checkedsafe)

Name: Darran J Harris (Director)

Date of signing [INSERT DATE]