



Driver & Vehicle Licensing Agency

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Dear Customer,

Letter of Agreement between DVLA and Cardiff Council (Devolved Powers Partner) for the purpose of identifying Vehicle Excise Duty (VED) offences for enforcement of untaxed vehicles.

The purpose of this Letter of Agreement (in conjunction with the Code of Practice issued with this agreement) is to set out the basis upon which DVLA agree to share the devolved powers with the Devolved Powers Partner (DPP).

DVLA agree to share the devolved powers with Cardiff Council (the DPP) to facilitate the identification of unlicensed vehicles and undertake enforcement action against offences under the Vehicle Excise Duty (Immobilisation, Removal and Disposal of Vehicles) Regulations 1997 (as amended), section 29 of the Vehicle Excise & Registration Act 1994 (as amended) and Regulation 27 of the Road Vehicles (Registration and Licensing) Regulations 2002 (as amended). The DPP, separately from the DVLA, shall be the Data Controller and is directly accountable for any actions it takes under those Regulations.

In order to pursue enforcement activity, Automatic Number Plate Recognition (ANPR) equipment is acknowledged as a means of identifying unlicensed vehicles to take enforcement action on. Where agreed, DVLA will provide the DPP with data of unlicensed vehicles in Great Britain via a CD-ROM and the data may be uploaded to in-vehicle ANPR equipment that is operated by the DPP for the purpose of identifying Vehicle Excise Duty offences under the Regulations. Information in relation to this service is contained in ANNEX B of the Letter of Agreement.

The parties agree that action taken under the DPP scheme is for the purpose of the DPP and the DPP is not a processor on DVLA's behalf.

The DPP shall be the Data Controller of each item of data received from the DVLA from the point of receipt of that data by the DPP or a Sub-Contractor acting on the DPP's behalf, and shall be responsible for complying with data protection principles in relation to its further Processing of that data. The DPP shall enter into a written contract with its Sub-Contractor and The DPP will retain Data Controller responsibilities while the Sub-Contractor is a Data Processor. The DPP shall be responsible for the acts and omissions of its Sub-Contractors as though they are its own.

DVLA can provide no guarantee that a vehicle is still unlicensed at the time of sighting. A secondary check for authorisation must always be made before taking physical enforcement action. The DPP must only use the Vehicle Enquiry Service (VES) or Web Enabled Enquiries (WEE) system to request data relating to enforcement action. If the DPP wishes to access the details required for enforcement action via the Web Enabled Enquires (WEE) system, the DPP must have a separate valid Data Contract with the DVLA to do so.

This Agreement is valid from the date when both Parties have signed, and will remain in force until terminated by either party in writing. Once signed by both parties, this agreement will supersede all prior contracts, representations, writings, negotiations or understandings between DVLA and Cardiff Council with respect to the devolved powers. DVLA reserve the right to review this agreement at any time.

This Agreement is opened ended and may be terminated by either party, giving 3 months written notice to the appropriate Point of Contact in Annex A.

This Letter of Agreement and associated Annexes form a legally binding agreement between the parties.

Signed on behalf of the
Agency (DVLA)

Signed on behalf of Cardiff Council

Signature.....

Signature.....

Name.....

Name.....

Position.....

Position.....

Date.....

Date.....

ANNEX A

Points of Contact

1. DVLA Point of Contact:

Name: Elaine Rees
Position: National Wheel clamping Manager

Contact Address: Enforcement Centre
D12/West
DVLA
Swansea
SA6 7JL

Telephone: (01792) 78 6475
Email: Elaine.rees@dvla.gsi.gov.uk

2. Devolved Power Partner's Point of Contact:

Cardiff Council

Name: Matthew Wakelam
Position:

Contact Address: Cardiff Council
County Hall
Atlantic Wharf
Cardiff
CF10 4UW

Telephone: 02922330106
Email: M.wakelam@cardiff.gov.uk

ANNEX B

ANPR DATA

Legal Basis

DVLA has the legal power to share the Data for the Purpose under the Vehicle Excise Duty (Immobilisation, Removal and Disposal of Vehicles) Regulations 1997 (as amended) and Regulation 27 of the Road Vehicles (Registration and Licensing) Regulations 2002

Description of the Data and Method of Sharing

DVLA agrees to share the data of unlicensed vehicles in Great Britain via a CD-ROM with the DPP to facilitate the identification of unlicensed vehicles and the undertaking of enforcement action.

The DPP, separately from the DVLA, shall be the Data Controller of the data it receives from DVLA and shall be responsible for complying with the principles of any relevant Data Protection Legislation in relation to its processing.

DVLA will regularly produce an updated copy of the Data file and despatch one physical copy of the file on an encrypted CD-ROM to the DPP PoC (as nominated in Annex A). An email will be sent to the DPP PoC with password information to access the encrypted CD-ROM. The encrypted CD-ROM will contain a file with details of vehicles, whose records at DVLA satisfied a specific set of criteria on the date from which the file was generated. This means that the file will normally contain details of vehicles which were either unlicensed or had a Statutory Off Road Notification ("SORN") when the file was generated.

The production and despatch of the data file will normally be fortnightly every other Friday, subject to availability of DVLA resource. Where this falls on a public holiday, it will normally occur on the next working day. DVLA reserves the right to amend this schedule at any time and with immediate effect.

The format, naming and content of the file is specified by DVLA, and DVLA makes no guarantee of compatibility with any specific form of ANPR equipment, nor is it liable for any issues arising from compatibility.

If the DPP experiences difficulties loading or reading the data, they should first follow their usual technical support route for their ANPR equipment. If this shows the equipment to be in order, the DPP should inform the DVLA Point of Contact who will then investigate.

DVLA will despatch the CD-ROM via an approved secure courier and DVLA will be responsible for the costs of despatch.

The DPP will ensure that the chain of responsibility for the data, from its receipt to its secure destruction is documented. The DPP will retain this document for at least 1 year, following destruction of the data, and make it available to DVLA upon request.

The DPP shall not use the data for any other purpose than the purpose described in the agreement.

Accuracy of the Data

DVLA will take reasonable steps to ensure that the data is accurate and up to date before it is transmitted to the DPP. However, DVLA does not warrant the accuracy of the records provided. DVLA does not accept liability for any inaccurate information supplied to it by the vehicle keeper or any other source beyond its control.

DVLA shall not be liable to the DPP for any claim for loss or damage, however caused, through possible inaccuracies in the records supplied.

In practice, the DPP should treat the sighting of a vehicle for which there is a match in the data file only as an indication that the vehicle is potentially unlicensed, as DVLA can provide no guarantee that the vehicle is still unlicensed at the time of sighting. A secondary check for authorisation must always be made before taking physical enforcement action. The relevant procedures are covered in the Devolved Powers training manual provided by DVLA.

Retention of the Data

The DPP shall retain the data only for as long as is necessary, in line with data protection legislation and the purpose for which the data was collected, and shall arrange for the secure destruction or deletion of data in line with data protection legislation.

Audit and Inspection

The DVLA, or an agents acting on DVLA's behalf, reserve the right to carry out a review of the DPP's compliance with the terms of this agreement and compliance with the data protection and processing provisions, contained within this agreement. The DPP shall cooperate fully with any such review and allow the DVLA or an agent acting on its behalf access to its premises, equipment, evidence and staff for the purposes of the inspection. DVLA will give at least 7 working days' notice of such inspection.

Charges

Whilst the current service will be free of charge, DVLA reserves the right to:

- levy a reasonable administration fee for this service; and
- pass on to the DPP any charges incurred in any future system development necessary for the continued provision of the service.

DVLA will give the DPP as much notice as is practically possible before a charge is made for this service.