



Driver & Vehicle  
Licensing  
Agency

**DVLA**

## **Bulk Vehicle Enquiry Service**

### **Terms and Conditions**

# Terms and Conditions

By using this service you the customer indicate that you accept these terms and conditions and agree to abide by them.

The service is owned and operated by the Driver and Vehicle Licensing Agency (DVLA), an Executive Agency of the Department for Transport.

## Conditions of use

You the customer will assume data protection responsibility, if any data received from DVLA is combined with additional data to identify a living individual. If this occurs, you the customer will comply with all applicable Data Protection Legislation.

You the customer shall also provide any information requested by DVLA with respect to the use of the data.

## Use of Voice Recognition Technology

DVLA will also provide Vehicle Excise Duty and MOT information when the Vehicle Enquiry Service is accessed via voice recognition technology. The DVLA does not have access to the personal information of the users of the voice recognition service. The DVLA does not share information provided by users of this service with any third party, or link voice recognition data with any customer information we may hold.

Please refer to the terms and conditions of your voice recognition service provider for further information on how your data is processed.

## Accuracy of data

The DVLA shall take all reasonable steps to ensure that the data provided is accurate and up to date before it is transmitted, 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.

## Audits and reviews

DVLA reserves the right to carry out audits and reviews of your compliance with the terms of this service, and you the customer shall agree to co-operate fully with any such audit or review.

# General Enquiries

For general enquiries for this service, Digital Service Support Team can be contacted between the hours of 08:00 and 16:30 Monday to Thursday, and 08:00 and 16:00 on Friday (excluding bank holidays)

**By telephone:** Digital Services Support Team (DSST) - tel: 0300 083 0091

**By e-mail:** [DvlaAPIAccess@dvla.gov.uk](mailto:DvlaAPIAccess@dvla.gov.uk)

## Data Incidents

You the customer shall notify the DVLA immediately, within a maximum of 24 hours of becoming aware, of any loss, misuse or compromise of the data.

You the customer shall be responsible for taking any action necessary to resolve any such incident keeping the DVLA informed and will take all necessary steps to ensure the incident is not repeated.

## Suspension and Termination

Where DVLA considers the service to have been misused by the customer it reserves the right to suspend the service offering immediately until appropriate evidence is supplied to allay concerns.

DVLA reserves the right to terminate access to the service with immediate effect if you the customer do not comply with the terms and conditions of the Bulk Vehicle Enquiry Service.

DVLA reserves the right to withdraw the service at any point and will provide you the customer with 7 working days' notice.

## Disabling and Deactivation

Should your API account remain unused for a period of 90 days, this will result in the disablement of your API key. If we do not receive contact from you within 120 days from the start of the unused period, your API account will be deleted. You will receive electronic notifications to give you notice of the above.

## Continuity of service

Where possible, DVLA will use reasonable endeavours to ensure that there is no break in the continuity of service and will only make changes when required. Outages may be required on occasions where essential upgrades to the service need to be implemented.

DVLA will endeavour when possible to contact you with advance notice of any planned outages or maintenance. We will use the contact details you provided, therefore it is important that these are kept up to date by you. Should contact details change you must inform the Digital Service Support Team using the general contact details above.

DVLA will limit the rate of requests made to the API service to ensure full functionality is maintained. We reserve the right to monitor usage of the service and to amend rate plans where necessary.

## Service Incidents

**DVLA Office hours Support** - 08:00 and 16:30 Monday to Thursday, and 08:00 and 16:00 on Friday (excluding bank holidays):

Please contact Digital Service Support Team, details below:

**By telephone:** Digital Services Support Team (DSST) - Tel: 0300 083 0091

**By e-mail:** [DvlaAPIAccess@dvla.gov.uk](mailto:DvlaAPIAccess@dvla.gov.uk)

**DVLA Out of hours Major Incident Support** – outside of the Office hours stated above, **for Priority 1 (P1) and Priority 2 (P2) incidents only** (definitions below):

Please contact DVLA Operations Centre, details below:

**By telephone:** DVLA Operations Centre - Tel: 0300 123 2403

**By e-mail:** [operations.centre@dvla.gov.uk](mailto:operations.centre@dvla.gov.uk)

**Note:** Lower priority incidents/queries/issues out of hours should be emailed through to [DvlaAPIAccess@dvla.gov.uk](mailto:DvlaAPIAccess@dvla.gov.uk) to be picked up by the DSST team in Office hours.

### **P1 & P2 incident definitions:**

Priority	Title	Definition
1	Critical	Severe Business Disruption - Business Unit or User Group is unable to operate. Critical system component failed or severely impaired for on-line systems.
2	High	Major Business Disruption - A critical User or number of Users unable to operate. Business Unit experiencing significant reduction in system performance.

# Disclaimer

DVLA does not accept liability for loss or damage incurred by users of this service, whether direct, indirect or consequential, whether caused by tort, breach of contract or otherwise, in connection with our service, its use, the inability to use, or results of the use of our service, any websites linked to it and any materials posted on it.

This includes loss of:

- income or revenue
- business
- profits or contracts
- anticipated savings
- data
- goodwill
- tangible property
- wasted management or office time

Websites or web pages to which this service is linked are for information purposes only. DVLA does not control, endorse, sponsor or approve of content on such websites or pages, except where it is otherwise expressly stated. DVLA does not accept responsibility or liability for any losses or penalties incurred as a result of your use of any links or reliance on the content of any website or web pages to which this service is linked.

## Virus protection

DVLA will make every effort to check and test material at all stages of production. However, you must take your own precautions to ensure that the process you employ for accessing this service does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system.

DVLA does not accept responsibility for any loss, disruption or damage to your data or your computer system which may occur whilst using material derived from this service.

## Viruses, hacking and other offences

You the customer will not misuse the service by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You will not attempt to gain unauthorised access to the service or any server, computer or database connected to DVLA. You will not attack our service via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement

authorities and we will co-operate with those authorities by disclosing your identity to them.

# Open Government Licence

You are encouraged to use and re-use the Information that is available under this licence freely and flexibly, with only a few conditions.

## **Using Information under this licence**

Use of copyright and database right material expressly made available under this licence (the 'Information') indicates your acceptance of the terms of Open Government Licence.

The Licensor grants you a worldwide, royalty-free, perpetual, non-exclusive licence to use the Information subject to the conditions below.

This licence does not affect your freedom under fair dealing or fair use or any other copyright or database right exceptions and limitations.

### **You are free to:**

- copy, publish, distribute and transmit the Information;
- adapt the Information;
- exploit the Information commercially and non-commercially for example, by combining it with other Information, or by including it in your own product or application.

### **You must (where you do any of the above):**

Acknowledge the source of the Information in your product or application by stating;

## **Contains public sector information licensed under the Open Government Licence v3.0.**

These are important conditions of this licence and if you the customer fail to comply with them the rights granted to you under this licence, or any similar licence granted by the Licensor, will end automatically.

## **Exemptions**

This licence does not cover:

- Personal Data (as defined in Data Protection Legislation);
- Information that has not been accessed by way of publication or disclosure under information access legislation (including the Freedom of Information Acts for the UK and Scotland) by or with the approval of the Information Provider;

- Departmental or public sector organisation logos, crests and the Royal Arms except where they form an integral part of a document or dataset;
- Third party right the Information Provider is not authorised to license;
- Other intellectual property rights, including patents, trademarks, and design rights.
- Identity documents

### **Non-endorsement**

This licence does not grant you the customer any right to use the information in a way that suggests any official status or that the Information Provider and/or Licensor endorse you or your use of the Information.

For further information in relation to the full terms of Open Government Licence please refer to <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/>

### **About the Open Government Licence**

The National Archives has developed this licence as a tool to enable Information Providers in the public sector to licence the use and re-use of their Information under a common open licence. The National Archives invites public sector bodies owning their copyright and database rights to permit the use of their Information under this licence.

The Keeper of the Public Records has authority to license Information subject to copyright and database owned by the Crown. The extent of the offer to license this Information under the terms of this licence is set out in the UK Government Licensing Framework.

<http://www.nationalarchives.gov.uk/information-management/re-using-public-sector-information/uk-government-licensing-framework/open-government-licence/>

The National Archives may from time to time issue new versions of the Open Government Licence. If you are already using Information under a previous version of the Open Government Licence, the terms of that licence will continue to apply.

These terms are compatible with the Creative Commons Attribution Licence 4.0 and the Open Data Commons Attribution Licence, both of which licence copyright and database rights. This means that when the Information is adapted and licensed under either of those licences, you automatically satisfy the conditions of the Open Government Licence when you comply with the other licence.

Further context, best practice and guidance can be found in the UK Government Licensing Framework on the National Archives website.

# Use of DVLA's logo

The names, images and logos identifying DVLA are proprietary marks of DVLA. Copying our logos and/or any other third party logos is not permitted without prior approval from the relevant copyright owner.

## Changes

DVLA reserves the right, at its discretion, to make changes to any part of this service, the information, or these terms. Should DVLA change these terms and conditions, an updated copy will be provided to you the customer for signature. Any changes will take effect from the date of signature.

## Severability

If any of these terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions shall nevertheless continue in full force.

If DVLA waives any rights available to it under these terms and conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

## Events beyond DVLA control

DVLA accept no liability for any failure to comply with these terms and conditions where such failure is due to circumstance beyond our reasonable control.

## Governing law

These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising under these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.



# Signature

Company \_\_\_\_\_

Signature \_\_\_\_\_

Name(print) \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

**SIGNED for and on behalf of the Secretary of State for Transport acting through the Driving and Vehicle Licensing Agency.**

Signature \_\_\_\_\_

Name(print) \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_