



## **DATA SHARING AGREEMENT IN RELATION TO THE NATIONAL REGISTER OF HACKNEY AND PRIVATE HIRE VEHICLES (PHV) REVOCATIONS AND REFUSALS**

This Agreement details roles and responsibilities of NAFN and the signatory Licensing authorities who agree to share data in the form of the National Register of Hackney and PHV Revocations and Refusals (the Register) upon the terms stated herein. Each Licensing Authority through their SPoC is required to positively affirm through the Register the acceptance of the terms and conditions contained in this Agreement.

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**THIS AGREEMENT** is dated the date the SPoC affirms acceptance of its terms and conditions through the Register.

## PARTIES

- 1) TAMESIDE METROPOLITAN BOROUGH COUNCIL as Host Authority for NATIONAL ANTI FRAUD NETWORK (NAFN) Data and Intelligence Services whose principal office is at Tameside One, Market Place, Ashton-under-Lyne, Tameside OL6 6BH. ("The Council")
- 2) EACH LICENSING AUTHORITY LISTED HERE whose principal address is as stated thereon whose SPoC has positively affirmed on behalf of their Licensing Authority acceptance of this Agreement through the Register (each a "Licensing Authority").

## BACKGROUND

- (A) NAFN is a not for profit, unincorporated body formed by its members to provide services which support their work in the protection of the public interest. NAFN Personnel are employed by Tameside Metropolitan Borough Council. Where NAFN is referred to in this Agreement and is expressed to have rights and obligations under this Agreement, these are exercised via the Host Authority, as a party to this Agreement.
- (B) The Licensing of Hackneys and private hire vehicles, drivers and operators is an obligation of local authorities in England and Wales under the Local Government (Miscellaneous Provisions) Act 1976. The licensing of hackney and private hire vehicles, drivers and operators in London is an obligation of Transport for London (TfL) under the Greater London Authority Act 1999 and the Metropolitan Public Carriage Act 1869. Licensing authorities are required to operate a robust licensing regime which ensures that fare-paying members of the public are carried comfortably and safely in vehicles which are suitable and roadworthy by drivers who are trustworthy and responsible and whom a licensing authority is satisfied is a 'fit and proper person' to hold a hackney or PHV drivers' licence.
- (C) NAFN has agreed to host the Register on behalf of licensing authorities into which the licensing authority has agreed to supply information when undertaking activities under sections 51, 59 and 61 Local Government (Miscellaneous Provisions) Act 1976, sections 13, 16 and 17 Private Hire Vehicles (London) Act 1998, section 3 Private Hire Vehicles (London PHV Driver's Licences) Regulations 2003, sections 25 and 30 London Cab Order 1934, sections 9 and 19 of the Plymouth City Council Act 1975 and section 46 of the Town Police Clauses Act 1847.

- (D) The licensing authority in common with other licensing authorities to whom the aforementioned provisions apply have agreed to enter into the arrangement referred to in (c) above upon the following terms as a means of sharing information to assist in the granting of, revocation and/or refusal of a hackney or PHV drivers' licence.
- (E) This is a free-standing Agreement that does not incorporate commercial business terms established by the parties.

## **AGREED TERMS**

### **1. INTERPRETATION**

The following definitions and rules of interpretation apply in this agreement.

#### **1.1 Definitions:**

**Agreed Purpose:** has the meaning given to it in clause 2 of this Agreement.

**Agreement:** this Agreement, which is a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Commencement Date:** has the meaning given at the beginning of the Agreement (at the top of page 3).

**Data Security Breach:** a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.

**Data Subject Request:** a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Privacy and Data Protection Requirements including the right (i) to be informed, (ii) of access, (iii) to rectification, (iv) to erasure, (v) to restrict processing, (vi) to data portability, (vii) to object and (viii) to automated decision making including profiling.

**Deletion Procedure:** has the meaning given to it in clause 8.3 and Schedule 6 to this Agreement.

**DPA 2018:** Data Protection Act 2018

**GDPR:** the General Data Protection Regulation (Regulation (EU) 2016/679).

**Host Authority:** Tameside Metropolitan Borough Council;

**Licensing Authority:** Any Public Authority, including Transport for London (TfL) which is responsible for carrying out functions in its area relating to the determination of applications for Hackney and Private Hire drivers' licences (and the revocation of such licences.)

**NAFN Personnel:** means all officers, employees, agents, consultants and contractors of NAFN and/or of any Sub-processor engaged in the performance of its obligations under this Agreement.

**NR3:** the National Register of Refusals and Revocations of Taxis and Private Hire Vehicles Licences (the “Register”) hosted and maintained by NAFN on behalf of member authorities consisting of information relating to Refusals and Revocations of Taxis and Private Hire Vehicles Licences.

**Privacy and Data Protection Requirements:** (i) the GDPR and any applicable national implementing Laws as amended from time to time (ii) the 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;

**Shared Personal Data:** the Personal Data, Special Categories of Personal Data and Personal Data relating to refusals and revocations of Taxis and Private Hire Vehicles Licences to be shared between the parties under clause 4 of this Agreement.

**SPoC:** the person appointed by each party pursuant to clause 2.5.

**Sub-processor:** any third party appointed to process Personal Data on behalf of NAFN.

**Supervisory Authority:** the Information Commissioner’s Office or any successor public body with responsibility for the protection of personal data and privacy.

**Term:** the period commencing on the Commencement Date and ending on the fifth annual anniversary of the Commencement Date unless extended by the agreement of the parties or otherwise terminated in accordance with clause 12.

- 1.2 Controller, Processor, Data Subject, Personal Data, Special Category Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the Privacy and Data Protection Requirements.
- 1.3 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.4 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.
- 1.5 Unless the context otherwise, requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 1.7 A reference to a statute or statutory provision or other instrument shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.9 Any words following the terms **including**, **include**, **in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.
- 1.10 In the case of any ambiguity between any provision contained in the body of this agreement and any provision contained in the Schedules or appendices, the provision in the body of this agreement shall take precedence.

1.11 A reference to **writing** or **written** includes fax and email.

1.12 Unless the context otherwise requires the reference to one gender shall include a reference to the other genders.

## **2. PURPOSE**

2.1 This Agreement sets out the framework for the sharing of **Personal Data** between the parties. It defines the principles and procedures that the parties shall adhere to and the responsibilities the parties owe to each other. The Council, as host authority for NAFN will host the database and maintain the systems by which the Register is accessed. In undertaking this role, the Council will therefore be a **Processor**. The other parties, the Licensing Authorities, who determine the purposes and means of the processing of Personal Data will be **Controllers**. This relationship is provided for under the separate “Data Processing Agreement in Relation to National Register of Hackney and Private Hire Vehicles (PHV) Revocations And Refusals (NR3)”.

2.2 The Council acknowledges that it is also a Licensing Authority and therefore will also be subject to the provisions of this Data Sharing Agreement when acting in that capacity and accessing the Shared Personal Data for the purposes described in Clause 2.4.

2.3 The parties consider this data sharing initiative necessary:

- (a) when undertaking activities under sections 51, 59 and 61 Local Government (Miscellaneous Provisions) Act 1976, sections 13, 16 and 17 Private Hire Vehicles (London) Act 1998, section 3 Private Hire Vehicles (London PHV Driver's Licences) Regulations 2003, sections 25 and 30 London Cab Order 1934, sections 9 and 19 of the Plymouth City Council Act 1975 and section 46 of the Town Police Clauses Act 1847.

2.3 The Council, as Processor shall not engage another Processor without prior

specific or general written authorisation of the Licensing Authorities as Controllers. In the case of general written authorisation, the Council shall inform the Licensing Authorities of any intended changes concerning the addition or replacement of other Processors, thereby giving the Licensing Authorities the opportunity to object to such changes.

- 2.4 The aim of the data sharing initiative is to allow co-operation between the Licensing Authorities and enables them to share information in order to identify persons that have had a hackney or private hire drivers' licence revoked or refused by another Licensing Authority. This information will be used to assist in determining an application for a Hackney or PHV drivers' licence when a Licensing Authority is required to be satisfied that a person is fit and proper to hold such a licence. The parties agree to only process Shared Personal Data, as described in clause 4.1, for the following purpose:
- 2.4.1 when undertaking activities under sections 51, 59 and 61 Local Government (Miscellaneous Provisions) Act 1976, sections 13, 16 and 17 Private Hire Vehicles (London) Act 1998, section 3 Private Hire Vehicles (London PHV Driver's Licences) Regulations 2003, sections 25 and 30 London Cab Order 1934, sections 9 and 19 of the Plymouth City Council Act 1975 and section 46 of the Town Police Clauses Act 1847.

The parties shall not process Shared Personal Data in a way that is incompatible with the purposes described in this clause (the **Agreed Purpose**).

- 2.5 Each party shall appoint a single point of contact (SPoC) who will work together to reach an agreement with regards to any issues arising from the data sharing and to actively improve the effectiveness of the data sharing initiative. The points of contact for each of the parties are:
- 2.5.1 Mark Astley - Head of NAFN Data and Intelligence Services – Telephone Number: - 0161 342 3662 – Email: [mark.astley@nafn.gov.uk](mailto:mark.astley@nafn.gov.uk) on behalf of NAFN
- 2.5.2 The SPoC for each Licensing Authority as is listed at :- [HYPERLINK]

### **3 COMPLIANCE WITH NATIONAL DATA PROTECTION LAWS**

- 3.1 Each party must ensure compliance with Privacy and Data Protection Requirements at all times during the Term of this Agreement.
- 3.2 Each party shall, if required to do so by Data Protection Requirements, appoint a designated Data Protection Officer.

- 3.3 Each party has a valid registration with the Supervisory Authority which, by the time that the data sharing is expected to commence, covers the intended data sharing pursuant to this Agreement, unless an exemption applies.
- 3.4 For the avoidance of doubt, where a request for information is received by any party under the Freedom of Information Act 2000 (“the FOIA”), the receiving party is expected to respond to the request in accordance with the provisions of the FOIA (and any Codes of Practice issued under the FOIA) and to consult with NAFN and/or relevant Licensing Authorities as appropriate.
- 3.5 The receiving party is expected to respond to complaints or queries from members of the public in relation to this Agreement or the Shared Personal Data, consulting NAFN and/or other Licensing Authorities as appropriate.

#### **4 SHARED PERSONAL DATA**

- 4.1 The following types of Personal Data in relation to Hackney or private hire licensees will be shared between the parties during the Term of this Agreement:
  - a) Name;
  - b) Date of Birth;
  - c) Address
  - d) Driving Licence Number
  - e) National Insurance Number
  - f) Telephone Number
  - g) Email address
  - h) The Licensing Authority's identifier
- 4.2 The Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purposes.

#### **5 FAIR AND LAWFUL PROCESSING**

- 5.1 Each party shall ensure that there is a valid lawful basis for processing the Shared Personal Data, that such processing is done fairly and lawfully and in accordance with the Privacy and Data Protection Requirements only for the Agreed Purpose.
- 5.2 The Licensing Authorities shall implement the Guidance on adopting the National Register of Taxi Licence Revocations and Refusals (NR3) provided in Schedule 1 of this Agreement.

- 5.3 Each party shall ensure that it processes Shared Personal Data on the basis of the following grounds:
- a) the 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 (GDPR Article 6 (1)(e)).
- 5.4 Each time the Licensing Authority accesses NR3 to undertake a search, it will be required to complete a declaration. The declaration which accords with clause 5.3 above is set out in Schedule 2 of this Agreement.
- 5.5 Each Licensing Authority must have an appropriate Privacy Notice compliant with Articles 13 and 14 of GDPR and Section 44 of the DPA 2018 in relation to the processing they undertake under and pursuant to this Agreement.
- 5.6 Following any sharing of Shared Personal Data under this Agreement, it is recognised that a Licensing Authority may subsequently disclose further information to another Licensing Authority and this information may include, among other things, Special Category Personal Data or conviction data. While such disclosures between Licensing Authorities are outside the scope of this Agreement, the Licensing Authorities should ensure that any such disclosures are made in accordance with the NR3 Guidance in Schedule 1, their own appropriate policy document and are compliant with their obligations under Articles 9 and 10 respectively of the GDPR and Schedule 1 of the DPA.

## **6. DATA QUALITY**

- 6.1 The Licensing Authority shall ensure that before the Commencement Date, Shared Personal Data is accurate and that it has appropriate internal procedures in place for NAFN to sample Shared Personal Data prior to the Commencement Date and it will update the same if required prior to transferring the Shared Personal Data.
- 6.2 Each Licensing Authority will add records to the Register promptly when the relevant data becomes available as part of their statutory obligations in relation to the licensing of Hackneys and private hire vehicles. Each Licensing Authority will also ensure that its records are accurate and updated where appropriate.
- 6.3 Shared Personal Data must be limited to the Personal Data described in clause 4.1 and Schedule 3 of this Agreement.

## **7. DATA SUBJECTS' RIGHTS**

- 7.1 Data Subjects have the right to exercise certain information rights by making a Data Subject Request. These rights include the right to obtain copies of their own Personal Data, as well as rights in relation to the rectification, erasure and restriction of processing of their Personal Data.
- 7.2 The receiving party is expected to respond to any such request received from

- a Data Subject, consulting NAFN and/or other Licensing Authorities as appropriate.
- 7.3 Officers approved by the SPoC in each Licensing Authority shall be responsible for creating an individual case for each licensee whose licence refusal or revocation is being shared in the Register. NAFN is responsible for the processing of the individual case in the Register and maintaining a record of all amendments and/or searches undertaken against each case.
- 7.4 Should a Data Subject seek to enforce any right contained under the Privacy and Data Protection Requirements or a Data Subject Access Request is received by NAFN, it will be dealt with as per the Host Authority process.

## **8 DATA RETENTION AND DELETION**

- 8.1 NAFN shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purpose. Each party acknowledges that the standard retention period for Shared Personal Data in the National Register is 25 years as described in the 'Guidance on adopting the National Register of Government Association and NAFN.'
- 8.2 Notwithstanding clause 8.1, the parties shall continue to retain Shared Taxi Licence Revocations and Refusals (NR3)' published by the Local Personal Data in accordance with any statutory or professional retention periods applicable.
- 8.3 NAFN shall ensure that any Shared Personal Data is returned to the Licensing Authority or destroyed in accordance with the agreed Deletion Procedure set out in Schedule 5 in the following circumstances:
  - a) on termination of the Agreement;
  - b) once processing of the Shared Personal Data is no longer necessary for the purposes it was originally shared for, as set out in clause 2.4.
- 8.4 Following the deletion of Shared Personal Data in accordance with clause 8.3, NAFN shall notify the Licensing Authority that the Shared Personal Data in question has been deleted in accordance with the Deletion Procedure in Schedule 5 to this Agreement.

## **9 TRANSFERS**

- 9.1 NAFN shall not transfer Shared Personal Data outside the European Economic Area (EEA) without prior written consent from the Licensing Authority.

## **10 SECURITY AND TRAINING**

- 10.1 The Licensing Authority shall only provide the Shared Personal Data to NAFN by using secure electronic methods as agreed with NAFN pursuant to this Agreement.
- 10.2 Having regard to the state of technological development and the cost of implementing such measures, the parties have in place appropriate technical and organisational security measures as set out in Schedule 4 in order to:
  - a) prevent:
    - (i) unauthorised or unlawful processing of the Shared Personal Data; and
    - (ii) the accidental loss or destruction of, or damage to, the Shared Personal Data
  - b) ensure a level of security appropriate to:
    - (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
    - (ii) the nature of the Shared Personal Data to be protected.
- 10.3 It is the responsibility of each party to ensure that its staff members are appropriately trained to handle and process the Shared Personal Data in accordance with the technical and organisational security measures set out in Schedule 5 of this agreement together with any other applicable national data protection laws and guidance.
- 10.4 The level, content and regularity of training referred to in clause 10.3 shall be proportionate to the staff members' role, responsibility and frequency with respect to their handling and processing of the Shared Personal Data.

## **11 DATA SECURITY BREACHES AND REPORTING PROCEDURES**

- 11.1 Having considered the Privacy and Data Protection Requirements, the parties have in place their own guidance that must be followed in the event of a **Data Security Breach**.
- 11.2 Parties are under a strict obligation to notify any potential or actual losses of the Shared Personal Data to the relevant SPoC or each and every SPoC, where applicable, as soon as possible and, in any event, within 24 hours of identification of any potential or actual loss to enable the parties to consider what action is required in order to resolve the issue in accordance with the Privacy and Data Protection Requirements.
- 11.3 Clause 11.1 also applies to any breaches of security which may compromise the security of the Shared Personal Data.

11.4 The parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Data Security Breach in an expeditious and compliant manner.

## **12 REVIEW AND TERMINATION OF AGREEMENT**

12.1 Any additional Licensing Authority that wishes to be part of this data sharing initiative shall be required to affirm electronically via the Register acceptance of this Agreement.

12.2 This Agreement and participation in the data sharing initiative can be ended in the following circumstances:-

- a) by a Licensing Authority by giving 20 Business Days' notice in writing to NAFN that it no longer wishes to participate in this data sharing initiative.
- b) by NAFN giving notice to a Licensing Authority having immediate effect if the Licensing Authority commits a material breach of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period stated in such notice.
- c) by a Licensing Authority giving notice to NAFN having immediate effect if NAFN commits a material breach of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period stated in such notice.

12.3 In the event of termination under clause 12.2(b) NAFN shall disable access to the Register for that Licensing Authority.

12.4 In the event of termination under clause 12.2(c) NAFN shall within 20 Business Days notify all parties that a Licensing Authority has terminated the Agreement under that clause and immediately commence a review of the data sharing initiative as provided in clauses 12.5 and 12.6.

12.5 Parties shall review the effectiveness of this data sharing initiative not less than every 5 years and upon the addition and removal of a party, having consideration to the aims and purposes set out in clause 2.2 and clause 2.4. The parties shall continue, amend or terminate the Agreement depending on the outcome of this review.

12.6 The review of the effectiveness of the data sharing initiative will involve:

- a) Assessing whether the purposes for which the Shared Personal Data is being processed are still the ones listed in clause 2.4 of this Agreement;
- b) Assessing whether the Shared Personal Data is still as listed in clause 4 of this Agreement;

- c) Assessing whether the legal framework governing data quality, retention, and data subjects' rights are being complied with; and
  - d) Assessing whether any Data Security Breaches involving the Shared Personal Data have been handled in accordance with this Agreement and the applicable legal framework.
- 12.7 Each party reserves its rights to inspect the other party's arrangements for the processing of Shared Personal Data and to terminate the Agreement where it considers that another party is not processing the Shared Personal Data in accordance with this Agreement.

### **13 RESOLUTION OF DISPUTES WITH DATA SUBJECTS OR THE SUPERVISORY AUTHORITY**

- 13.1 In the event of a dispute or claim brought by a Data Subject or the Supervisory Authority concerning the processing of Shared Personal Data against any party, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion and following any local guidance which the Licensing Authority has in place.
- 13.2 The parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by the Supervisory Authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- 13.3 Each party shall abide by a decision of a competent court of the Local Authority's country of establishment or of the Supervisory Authority which is final and against which no further appeal is possible.

### **14 WARRANTIES**

- 14.1 Each party warrants and undertakes that it will:
  - a) Process the Shared Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments that apply to its personal data processing operations.
  - b) Respond within a reasonable time not exceeding 10 Business Days and as far as reasonably possible to enquiries from the relevant Supervisory Authority in relation to the Shared Personal Data.
  - c) Respond to Subject Access Requests in accordance with the Privacy and Data Protection Requirements.

- d) Where applicable, maintain registration with all relevant Data Protection Authorities to process all Shared Personal Data for the Agreed Purpose.
  - e) Take all appropriate steps to ensure compliance with the security measures set out in clause 10 above.
- 14.2 The Licensing Authority warrants and undertakes that it will ensure that any Shared Personal Data which originates from that Local Authority is accurate.
- 14.3 NAFN warrants and undertakes that it will not disclose or transfer Shared Personal Data outside the European Economic Area.
- 14.4 Except as expressly stated in this Agreement, all warranties, conditions and terms, whether expressed or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

## **15 INDEMNITY**

- 15.1 The Licensing Authority and NAFN undertake to indemnify each other and hold each other harmless from any cost, charge, damages, expense or loss which they cause each other as a result of their breach of any of the provisions of this Agreement, except to the extent that any such liability is excluded under clause 17.2.
- 15.2 Indemnification hereunder is contingent upon:
- a) the party(ies) to be indemnified (the **indemnified party(ies)**) promptly notifying the other party(ies) (the **indemnifying party(ies)**) of a claim,
  - b) the indemnifying party(ies) having sole control of the defence and settlement of any such claim, and
  - c) the indemnified party(ies) providing reasonable cooperation and assistance to the indemnifying party(ies) in defence of any such claim.

## **16 ALLOCATION OF COST**

Each party shall perform its obligations under this Agreement at its own cost.

## **17 LIMITATION OF LIABILITY**

- 17.1 Neither party excludes or limits liability to the other party for:
- a) fraud or fraudulent misrepresentation;
  - b) death or personal injury caused by negligence;
  - c) any matter for which it would be unlawful for the parties to exclude liability.

- 17.2 Subject to clause 17.1, neither party shall in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:
- a) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
  - b) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
  - c) any loss or liability (whether direct or indirect) under or in relation to any other contract.
- 17.3 Clause 17.2 shall not prevent claims, for:
- a) direct financial loss that are not excluded under any of the categories set out in clause 17.2(a); or
  - b) tangible property or physical damage.

## **18 THIRD PARTY RIGHTS**

- 18.1 Except as expressly provided in clause 7 (data subjects rights), a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 18.2 No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

## **19 VARIATION**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## **20 WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **21 SEVERANCE**

- 21.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification

to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

- 21.2 If one party gives notice to the other of the possibility that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **22 CHANGES TO THE APPLICABLE LAW**

In case the applicable data protection and ancillary laws change in a way that the Agreement is no longer adequate for the purpose of governing lawful data sharing exercises, the Parties agree that the SPoCs will negotiate in good faith to review the Agreement in light of the new legislation.

## **23 NO PARTNERSHIP OR AGENCY**

- 23.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 23.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## **24 ENTIRE AGREEMENT**

- 24.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 24.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 24.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in this Agreement.

## **25 RIGHTS AND REMEDIES**

Except as expressly provided in this agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## **26 NOTICE**

- 26.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing, addressed to the SPoCs and shall be:
- a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
  - b) sent by email to the SPoC.
- 26.2 Any notice or communication shall be deemed to have been received:
- a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
  - b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
  - c) if sent by email, at 9.00 am on the next Business Day after transmission.
- 26.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **27 GOVERNING LAW**

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

## **28 JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non- contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

## **Schedule 1: National Guidance on adopting NR3**

### **1. Background**

Licensing Authorities are required to satisfy themselves that those holding hackney carriage and Private Hire Vehicle (PHV) driver licences are ‘fit and proper’ to do so. This is done firstly during the determination of an application for a licence, and then at any time during the currency of a licence. For example when evidence is obtained that suggests that a licensed individual is not a fit and proper person the licensing authority is entitled to suspend, revoke or refuse to renew a licence.

The process of assessing whether an applicant or licensee is ‘fit and proper’ may vary between authorities but there is widespread consensus on the need to increase consistency and set national minimum standards for the fit and proper test at a suitably high level. This would help prevent individuals who have had a licence revoked by one authority from simply going to another area and securing a licence - assuming the second authority was aware of the earlier revocation.

At the moment, if drivers do not disclose information about a previous revocation or refusal of a licence, there is often no way for a licensing authority to find this information out. This means that vital intelligence about an applicant’s past behavior is being missed and an individual might be able to get a new licence in another area, despite having their licence revoked elsewhere. High profile instances of this happening have undermined public confidence in the safety of hackney carriages and PHVs, and left licensing authorities open to criticism for something that is currently very difficult for them to control.

In response to this issue, the Local Government Association (LGA) has commissioned the development of a national register of hackney carriage and PHV driver licence refusals and revocations, the ‘National Register of Refusals and Revocations’ or NR3. The new register will allow licensing authorities to record details of where a hackney carriage or PHV drivers’ licence has been refused or revoked, and allow licensing authorities to check new applicants against the register. This should help to prevent people found to be not fit and proper in one area from securing a licence somewhere else through deception and non-disclosure. For the avoidance of doubt, NR3 does not extend to vehicle or operator licensing decisions.

This guidance note provides information on the steps that licensing authorities should take to ensure that they have the necessary supporting procedures in place to make use of the register. Specific user guidance and training materials on using the register will be published separately.

**Important:**

**Licensing authorities will be data controllers in relation to their processing of personal data in connection with NR3, including in relation to uploading information to NR3, consulting NR3, and disclosing or receiving information about individuals who appear on NR3. Licensing authorities are therefore strongly advised to work closely with their information governance and legal teams to assure themselves that they are taking the necessary steps to comply with data protection and other laws in regard to NR3.**

## **2. Objective of NR3**

The simple objective of the national register is to ensure that authorities are able to take properly informed decisions on whether an applicant is fit and proper, in the knowledge that another authority has previously reached a negative view on the same applicant. This will be achieved by providing a mechanism for licensing authorities to be able to check whether an individual has had a licence refused or revoked. Whenever a licensing authority processes a new application for a hackney carriage/PHV driver's licence, or for a renewal, it should check the register at a suitably early stage of the process to confirm whether the applicant was subject to a previous licensing decision that they should be aware of.

Every application must always be considered on its own merits. A licensing authority must not fetter its decision-making, or appear to have simply relied upon the previous decision of another authority. The purpose of the register is not to mean that an applicant who has been refused a licence on one occasion will always be refused.

However, it will always be relevant for an authority to consider a previous refusal or revocation, and the reasons for that decision. That previous decision may in many cases warrant significant weight to be given to it. Licensing authorities will wish to think carefully about taking a different view to an earlier decision. Depending on the nature and context of the earlier decision, they may require strong and new evidence to support a different view, having regard to the representations of the applicant. Any authority will wish to have proper respect for the decision of a previous authority, having regard to the fact that a driver had the right of appeal to the Magistrates' Court against a decision which was wrong or flawed. Without this approach, the objectives of safeguarding and consistency – and the reputation of local government – will be undermined.

The register will not record suspensions of drivers' licences. This is for the following reasons:

- i. any suspension that was later lifted because the original information was false or unsubstantiated would have to be removed from the register, but any search during the period that the information remained in the register might prejudice a subsequent application.
- ii. suspension should not be used as an interim step pending revocation. If the matter is serious enough to warrant a driver being prevented from driving, revocation should be the action taken; and
- iii. where a suspension period is imposed as a short-term punishment for minor transgression, this should not influence a subsequent decision, as further serious non-compliance should lead to revocation . Accordingly any pattern of unacceptable behaviour should be identified by revocations or refusals to renew, rather than by a recurring pattern of suspensions.

For these reasons, no records of suspension should be included, including migration of historic records relating to suspension.

### **3. Voluntary disclosure of previous licensing history**

NR3 provides a mechanism for sharing information about an individual's previous licensing history if they have had a licence revoked or an application for one refused. Most licensing authorities already ask applicants to indicate on their application forms whether they have previously had a licence revoked or refused. With the introduction of NR3, authorities should ensure that the request for this information is clearly set out on the application form and accompanying guidance notes. Where an applicant fails to volunteer information that has been clearly requested but which is subsequently identified through NR3, this may in itself raise questions about the applicant's integrity and status as a fit and proper person.

## **4. NR3 - an overview**

### **4.1. Accessing the register**

The national register is hosted by the National Anti-Fraud Network (NAFN). Access to the register is only available to members of NAFN. Licensing authorities are encouraged to join up to NAFN and recover the cost of this through their taxi licence fees. NAFN can be contacted by email on [general@nafn.gov.uk](mailto:general@nafn.gov.uk).

NAFN members will need to sign up specifically to the NR3 element of the NAFN database, which will allow access to the dedicated portal. This is a relatively straightforward process and can be done by contacting NAFN.

A relevant officer will need to be designated as a single point of contact (SPOC) as part of the registration process. Authorities which already use the NAFN system will already have an existing SPOC in place (or potentially multiple SPOCs for different areas of functionality), so consideration will need to be given to the interaction between existing NAFN contacts and the new NR3 functionality.

Once set up on the register, other officers will be able to create user accounts which will allow them to submit data or search the register, but these accounts will need to be verified/ approved by the SPOC. Consideration should be given to the number of officers that need to be set up with user accounts to enable them to use the register to search / input information.

Subscribing to the national register will require local authorities to sign up to data sharing and data processing agreements with NAFN. These agreements outline the necessary steps the authority will need to take to ensure compliance and will cover requirements under both the General Data Protection Regulation (GDPR) and Data Protection Act 2018 (DPA).

## **4.2. Register functionality**

The register has two basic elements of functionality; it enables authorities to record details of relevant drivers, and it enables them to undertake searches of the data held in the register.

Licensing authorities will be responsible for adding basic details of drivers who have had a licence revoked or an application for one refused. The intention is that when a licensing authority receives an application for a licence or a renewal, the applicant's details will be checked on the register to confirm that there is no record of them having been revoked or refused elsewhere.

Details contained on the register will be limited to information that will help to identify an individual to a certain degree of accuracy, but will not give a reason or explanation of why an action was taken. It will be up to individual authorities to follow up on any searches which come back with a match with the appropriate licensing authority, whose contact details will be included in the search result.

Details will be kept on the register for a period of 25 years, and local authorities will therefore need to ensure that their own information governance policies reflect this. The register has been developed to support public safety through the potential sharing of information that is relevant to consideration of whether an individual is a fit and proper person to hold a taxi licence.

There will be instances where the basis for an individual's licence being revoked or refused is sufficiently serious as to remain relevant to a future taxi licence application however far in advance it is submitted; for example, where it concerns an issue of sexual misconduct in relation to a passenger.

The data retention period for the register has therefore been set to reflect the potential gravity of some revocations and refusals, and the need for this information to be shared. However, any information to be shared between authorities outside of the register must be shared on a proportionate and time limited basis, in accordance with the authority's policy for doing so. If an authority did not take a case specific approach but chose to share all data over the full retention period, this would be likely to be disproportionate and therefore unlawful.

Authorities will need to ensure that their information governance policies are updated to make reference to the NR3 retention period, the associated retention period for supporting taxi licence data, and the rationale for it.

## **4.3. Historic data migration**

The first step once subscription to the register has been completed is to populate the register with historic data of licence revocations and refusals. To do this, licensing authorities will need to submit historic data via CSV file to NAFN. NAFN have provided a standard template to use to submit data.

The majority of licensing authorities will use an electronic licensing system, and therefore will be able to obtain extracts from their licensing systems which can then be cut and pasted into the spreadsheet. However, if authorities use a manual system to issue licenses, they will need to manually fill out the spreadsheet.

In order to comply with data protection law, there must be a point beyond which historic data will not be uploaded. It is difficult to determine what that should be. However as the retention period for data on the register is 25 years, this appears to an appropriate period. Accordingly no historic data more than 25 years old should be uploaded to the register. It is important to note here that the 25-year data retention period begins at the point at which a licence was refused or revoked, rather than the date when the data was uploaded to the register.

Crucially, it is vital to ensure that any historic data which is uploaded by a licensing authority has not been retained in contravention of that authority's own retention policy. It is accepted that this may lead to differing ages of historic data being uploaded, but that is unavoidable to ensure compliance with data protection law.

Before any historic data is uploaded, the authority must write to those individuals who the data concerns stating that the data will be uploaded at a future date, which should be a period of not less than 28 days. Individuals should be informed about the purposes of the data processing, the legal basis for it, and their various rights to object in regard to this.

Although the letters do not specifically need to invite representations about the proposal, any representations that are made in that period should be considered by the authority and data should only be uploaded where the authority feels that it is fair and appropriate to do so. This will not prevent historic data being uploaded, but will ensure that where data is held which may be uploaded, there is an opportunity for the authority to reconsider whether that is the correct action to take.

Once historic data has been submitted, any new revocations or refusals will need to be entered onto the NAFN register portal by a licensing officer as and when decisions are taken.

## **5. Updating licensing processes and procedures**

Using the register will necessitate some key changes to the way applications and renewals are processed and information recorded.

### **5.1. Informing applicants of the NR3 register**

Applicants must be informed of the existence of the NR3 register and that it will be consulted in connection with their application (and subsequent applications to renew licences).

They must also be informed that their personal data will be placed on the register if at any time their licence is revoked or renewal is refused.

Licensing authorities in receipt of applications must ensure that applicants are given the contact details of the data protection officer for the licensing authority, contact details for NAFN, and are advised of the fact that the information can be retained for up to 25 years (which is the retention period) and the fact they have a right to lodge a complaint with the Information Commissioner, together with the contact details for the Information Commissioner. It is suggested that this information is included in the privacy information provided to individuals when they apply for a licence. This is discussed further in 6.1.

## **5.2. Adding details of a refusal or revocation**

When an application for a licence is refused, or an existing licence is revoked, authorities will need to enter this information onto NR3. It will be important to ensure that authorities only enter refusals that have genuinely been considered and refused; NR3 is not intended to capture details of incomplete applications which an authority does not process. The key point is that a decision has been taken because there is evidence that an individual is not a fit and proper person to hold a licence.

Entering this information will be a simple and quick step, as only a limited amount of information will be added to the register: the individual's details; the date of the decision; the date it takes effect; and the decision taken – but not the reason for the decision.

Several authorities have reported that individuals who have had a licence revoked have previously moved very quickly to try to gain a licence elsewhere. It will therefore be important that authorities are prompt in adding the details of refusals or revocations to the register, so that the information is available in the event that an individual does seek to secure a licence from another authority.

Authorities should ensure that they include the entries onto NR3 in their authority wide records of their data processing activities.

## **5.3. Checking the register as part of the application and renewal process**

The second process change will relate to applications for hackney carriage/ PHV driver licences. Licensing authorities will also wish to check the register when they undertake licence renewals; firstly to confirm any historic information that may have been added in respect of one of their licensees, but also because it is possible that some drivers may hold more than one licence, and could therefore have one revoked in another area.

This in itself is a two-stage process: stage one is the checking of the register; stage two is making a request to the authority that uploaded the information to the register for details of the revocation or refusal.

Once signed up to the register, licensing authorities will need to ensure that they check the details of new applicants on the register, to identify whether they have a previous

licensing history (which may or may not have been disclosed on an application). Individual authorities will need to determine the appropriate point in their application process at which to check the register; however, it is suggested that this is done at a very early stage so that the authority can process the application with the knowledge of any previous history, if the applicant has one.

Guidance on using the register will set out the search parameters that authorities can use. It has been recognised throughout the process that individuals may use different names or provide different details to different authorities - perhaps in an attempt to avoid association with any previous issues – and searches should therefore take this into account.

If a search of the register does not indicate that an applicant has any previous history the authority should be aware of, then the authority should continue to process the application as normal. A negative search result will not, of course, mean that the applicant is a fit and proper person; that will be for the authority to assess in the usual way.

If a search does indicate a possible match on the register, then the authority will need to move on to stage two and seek further information. The register will indicate which authority has entered a possible match, and provide contact details for that authority.

It is suggested that an authority seeking information from another authority about an entry on the register should make a request in writing for the information on which the decision recorded in the register was based. Authorities are encouraged to respond to such requests as soon as possible and ideally within 10 working days of receiving a request.

The sharing between licensing authorities of this more detailed data - which may often involve the processing of special category personal data - is not included within the data processing and data sharing agreements governing use of the register itself. Any authority which shares information in response to a request, and any authority which receives information having made a request, must have in place a clear and published policy which governs its approach to the circumstances in which it will share, receive and use information of this type. It must be recognised that information will not be shared following every request. The authority that receives the request must consider whether it is actually proportionate to share this information, and ensure that disclosures are not arbitrary. This must also be detailed in their policy document. Having such a policy is a requirement of data protection law, Article 8 of the European Convention on Human Rights and of public law.

If such a policy is in place which properly differentiates between circumstances, both authorities will be entitled to rely on processing conditions under Article 6(1)(e) and, in cases of special category data, Articles 9 and 10 GDPR . Licensing authorities will need to satisfy themselves that they have followed the appropriate processes in sharing this more detailed data.

The authority that receives the request must consider what information, if any, to reveal to the requesting authority. This is not intended to undermine the effects of the register: it is essential to ensure that disclosures are compatible with the Data Protection Act, the General Data Protection Regulations, and the Human Rights Act. In making its decision the authority must consider the nature and seriousness of the conduct which led to the revocation or refusal to renew, and the time that has elapsed since the decision was made.

This will require not only a clear published policy, but also a decision-maker who has sufficient training and knowledge of the requirements to enable him/her to make an informed decision regarding disclosure.

It is suggested that where the time that has elapsed since the revocation or failure to renew exceeds the time limits relating to the particular conduct that are contained in the Institute of Licensing's "Guidance on Determining the Suitability of Applicants and Licensees in the Hackney and Private Hire Trades", serious consideration should be given as to whether or not the information should be revealed.

To ensure compliance with article 30 of the GDPR, the authority must maintain a clear written record of every disclosure made following a search of the register. This should be a separate document, and it is not sufficient to simply mark an existing register of licences. The document must include the fact that disclosure was made, but not specify the contents of that disclosure.

#### **5.4. Acting on detailed disclosures**

The licensing authority that receives a disclosure under stage two must then act upon it. As detailed above, the information may warrant significant weight being attached to it, but it is vital authorities do not use evidence of a previous refusal or revocation as the sole basis for their current decision.

To ensure compliance with article 30 of the GDPR, the authority must maintain a clear written record of the action that is taken following the receipt of information from the register. This should be a separate document, and it is not sufficient to simply mark an existing register of licences.

#### **6. Complying with data protection requirements**

Licensing authorities will need to ensure that any individuals' whose data is uploaded or entered onto NR3 is made aware of this: it is a legal requirement that data subjects must be made aware of the collection, storage and use of their personal data via a privacy notice.

In relation to NR3, the following details must be included in a privacy notice:

- The name and contact details of the licensing authority.
- The contact details of the authority's data protection officer.

- The purpose of the processing.
- The lawful basis for the processing.
- The recipients or categories of recipients of the personal data.
- The retention periods for the personal data.
- The rights available to individuals in respect of the processing.
- The right to lodge a complaint with a supervisory authority.

For current licensees or applicants, authorities should ensure that information about NR3 is included in:

- licensing policies
- application forms
- correspondence to named individuals that confirms that a licence has been revoked, or that an application for a licence has been refused.

These should fulfil the requirements for privacy notices.

Authorities will also need to ensure that they inform individuals in respect of whom a historic decision has been entered onto the register. Again, this correspondence should fulfil the legal requirements for privacy notices.

Individuals whose details are contained on the register may submit a ‘subject access request’ (SAR) seeking copies of their details from the register at any point. Full details of the process, mechanism and suggested point of contact for submitting a SAR must therefore be included within each local authority’s policy, and also contained within application forms and supporting documentation when a licence is issued. Should a SAR be received by an individual licensing authority, it should be dealt with as per the relevant authority’s process. Licensing authorities, as the data controller, will need to liaise with NAFN, as the data processor, to fulfil SARs.

Licensing authorities will need to ensure that anyone whose details are included on NR3 is aware of their rights in relation to their data. In addition to the right to being informed, under the Data Protection Act, data subjects may have other rights in relation to the processing of their data. Various of these rights will apply in relation to the NR3, including: the right to object, the right to request access to data; the right to rectification or erasure of data, and the right to restrict processing of data.

It is important to note that although data subjects have the right to make these requests, the licensing authority does not have to agree to them. The fact that NR3 has been deemed necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller makes its very unlikely that an authority would agree to these rights, other than the rights to access individual data on the NR3 and the rectification of data where an error has been made. However, authorities will need to respond to these requests within thirty days, setting out their decision.

## **6.1. Updating the licensing policy, application forms and guidance**

Licensing authorities will therefore need to update their hackney carriage / PHV licensing policies to reflect the use of the register and the new processes arising from it, including that relevant information on the register will in future be part of the process for assessing licence applications and whether an individual is a fit and proper person.

Authorities will similarly need to update their application forms and related paperwork (such as guidance notes) to make it clear that:

- all applicants will have their details checked against the register, and any relevant information taken into account in assessing the application where an application is refused, or where a licence is granted but subsequently revoked, this information will be entered into the register. These statements should provide assurance that this information will be processed in accordance with the DPA and GDPR.

Where an authority decides to refuse or revoke a hackney carriage / PHV licence (the first authority), the decision notice should refer to the authority's earlier notification in guidance and on application forms that the decision will be entered onto NR3. It should also make clear that if the individual makes an application to another licensing authority (the second authority) for a drivers' licence at a later date, the second authority will check the register, and the details of the refusal or revocation may be provided to them by the first authority, in line with their policy for disclosing information.

## **6.2. Making existing licensees aware**

As well as new applicants, you will also need to make existing licensees aware of the fact that the authority has signed up to the register, and that if their licence is subsequently revoked or not renewed, this will be recorded.

## **Schedule 2: Access and processing restrictions**

To access NR3 users must be working for or on behalf of a Licensing Authority.

Access to NR3 is strictly controlled by NAFN Personnel and the managers and/or nominated Single Point of Contact (SPOC) of individual Licensing Authority users. In order for access to be authorised for an individual user, the Licensing Authority's Designated Person user must confirm that:

**I authorise this user to access The Register in order to facilitate the exercise of any function my Authority has under or by virtue of:**

- Sections 51, 59 and 61 Local Government (Miscellaneous Provisions) Act 1976**
- Sections 13, 16 and 17 Private Hire Vehicles (London) Act 1998**
- Section 3 Private Hire Vehicles (London PHV Driver's Licences) Regulations 2003**
- Sections 25 and 30 London Cab Order 1934**
- Sections 9 and 19 of the Plymouth City Council Act 1975**
- Section 46 of the Town Police Clauses Act 1847**

The system maintains a full audit trail of all creation(s) and amendment(s) conducted by users. All searches must be conducted for a permitted purpose:

- Pre-Licensing enquiry**
- Post-Licensing enquiry**

Users are required to confirm:

**I confirm that I am making enquiries and processing Personal Data held on the NAFN NR3 database on the following grounds:**

- the 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**

**I understand the decision to award a licence should not be made solely on the basis of the result provided by the NR3 Register.**

**I understand that enquiries will be monitored. Inappropriate use will be reported for misuse and may result in my account being suspended and/or access removed.**

### **Schedule 3: Data quality and compatible data sets**

Information will be input into set fields within NR3 to ensure compatibility with the each Licensing Authority's respective datasets The fields are as follows:-

#### **Legal Entity Details**

Name  
Date of Birth  
Address  
Driving Licence Number  
National Insurance Number;  
Telephone Number  
Email address

#### **Licensing Type**

Hackney  
Private  
Dual

#### **Licensing Action**

Refusal  
Revocation

#### **Schedule 4: Appropriate technical and organisational security measures**

The Council, when acting in its capacity as Processor, shall take appropriate technical and organisational measures against the unauthorised or unlawful processing of the Shared Personal Data and against the accidental loss or destruction of, or damage to, Shared Personal Data to ensure a level of security appropriate to:

- (a) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
- (b) the nature of the Data to be protected
- (c) take reasonable steps to ensure compliance with those measures; and
- (d) discharge its obligations under this agreement with all due skill, care and diligence.

Safeguards are in place restricting Licensing Authorities to inputting onto the Register data relevant to the Agreed Purpose. Searches of the Register are restricted to Licensing Authority users for the Agreed Purpose.

All users are verified and provided with access to the secure NAFN website. Each user must have the four elements in order to access the system:

- Unique User Name (provided by User)
- Unique password minimum combination of upper, lower case and numerical characters (provided by User)
- Unique Pin Code (automatic, randomly generated by the system)
- Unique Grid Card (automatic, randomly generated by the system)

All records submitted via the Register are stored on an internal case management system. Access is restricted to NAFN staff.

Each party shall take reasonable steps to ensure the reliability of their authorised staff who have access to the Shared Personal Data and that they:

- are informed of its confidential nature;
- are made subject to an explicit duty of confidence;
- understand and comply with any relevant obligations created by either this Contract or Data Protection Requirements; and
- receive adequate training in relation to the use, care, protection and handling of Personal Data .

### **Schedule 5: Deletion Procedure**

All records are removed from the system once it is no longer necessary to hold them for the Agreed Purpose, as agreed with the Licensing Authorities.

The data retention period for the Register is 25 years and will begin at the point at which a licence was refused or revoked. NAFN will remove records from the system once the agreed data retention period has elapsed.

The personal details of licensing authority officers will also be removed where necessary to ensure that data in the Register is accurate, relevant and up to date.

Individual records can only be removed via the NAFN case management system and can only be conducted by the NAFN system administrator. Any applications for deletion of records must be made in writing to [general@nafn.gov.uk](mailto:general@nafn.gov.uk).