

ORDER FORM

I would like to subscribe to RISC Online for 2013:

COMPANY DETAILS:

BVRLA Membership No: _____
Company Name: _____
Company Address: _____

Main Contact Name: _____
Contact Email Address: _____
Telephone No: _____

RISC Online is a searchable database containing the details of problem hirers reported by BVRLA members, which may inform your decision whether to rent or the terms under which you do so. It's simple to use, allows instant updates and if you refuse the rental, you can give the hirer the BVRLA's contact information, so we have the difficult conversation.

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The RISC database can also be fully integrated via in-house and proprietary counter systems. This means that all renters can be qualified against risk information without the need for re-keying data or exiting from a rental software application.

RISC is registered under the Data Protection Act 1998 and is strictly regulated by the BVRLA, which RISC is currently a free benefit to corporate members of the BVRLA. No licence fee is payable.

I understand that in using RISC Online, I am bound by the terms of the Licence Agreement (see attached). I agree to share information about individuals and companies regarding their rental history, credit worthiness, commercial solvency and default with other BVRLA Members for the purposes of preventing and detecting crime.

I am responsible under the Data Protection Act 1998, for ensuring that all notifications of personal data are carried out with the explicit consent of the data subject and will act fairly, lawfully, honestly and without improper motive in notifying, retrieving, accessing, and disclosing risk information.

Signature: _____

Print name: _____

Date: _____

Please send page 1 of this form back to the RISC administrator either by email: (risc@bvrla.co.uk), post: BVRLA, River Lodge, Badminton Court, Amersham, Bucks, HP7 0DD or fax: 01494 434499.

**VEHICLE RENTAL INDUSTRY SECURE CUSTOMER (RISC Online) SYSTEM LICENCE AGREEMENT
BETWEEN
Licensee
And**

BVRLA Services Ltd., of River Lodge, Badminton Court, Amersham, Buckinghamshire, HP7 0DD
(hereinafter called Licensor, which expression shall, where the context admits, include
Licensor's assigns or successors in business as the case may be) It is hereby agreed as follows:

DEFINITIONS

Product Definitions

- 1.1 The **Licensed Material** means any content provided by Licensor to Licensee pursuant to this Agreement together with any enhancements by way of tagging, coding or conversion, including but not limited to-
 - a) any ancillary, Help or documentation files provided
 - b) any Online Material, meaning any updating or ancillary material held online which relates to the Product and to which access may be provided by Licensor to Licensee pursuant to this Agreement.
- 1.2 The **Software** means the programmes and ancillary files provided by Licensor for the purpose of accessing, searching, displaying, printing or otherwise manipulating the Licensed Material, including software licensed from third parties.
- 1.3 The **Product** means the RISC Online Licensed Material and the RISC Online Software.
- 1.4 The **Update** means any new or deleted notification, or change or modification to the Licensed Material.

Networking Definitions

- 1.5 The **Site** means the physical location(s) or address(es) at which the Product will be used as agreed between the Parties, or in default of such agreement shall be Licensee's principal place of business.
- 1.6 Remote access means any system that allows access to the Product or any part thereof or a Network on which the Product is installed via any form of remote telephone access via modem or similar device.

Licensing Definitions

- 1.7 Where applicable the **Order Form** means Licensor's standard order form as supplied, from time to time, by Licensor on which any order for the Product or any part thereof is made by Licensee including details of the Start Date, the Licence Fee (if applicable), the Renewal, the Sites and any other relevant information in relation to the licensing of the Product and which is incorporated into this Agreement.
- 1.8 The **Start Date** means the date on which this Agreement takes effect.
- 1.9 The **Renewal Date** means an anniversary of the Start Date.
- 1.10 The **Licence Fee** means any fee payable by Licensee for networked and non-networked use of the Licensed Material. Networked use of the Licensed Material means the Material is sent to the Licensee's Head Office (or other central office) by licensor and the Licensee is responsible for supplying the Licensed Material to its own branches.

GRANT OF LICENCE

- 2.1 From the Start Date Licensor hereby grants to Licensee, a non-exclusive, non-transferable licence to use the Product at the Site in accordance with the terms and conditions of this Agreement.
- 2.2 Where the Product is supplied for evaluation purposes, Licensee may use the material in accordance with the terms and conditions of this Agreement during the evaluation period.

PERIOD OF LICENCE

- 3.1 This agreement shall remain in force for 12 months from the Start Date and expire automatically thereafter, unless where the Licensee has paid any Licence Fee to Licensor within 30 days of the renewal notice which shall have been sent to Licensee not less than 30 days before the Renewal Date.
- 3.2 In the event of expiry of this Agreement under this Clause, Licensee shall cease to have access to or any rights or licence to access or use RISC Online.

4. PAYMENT OBLIGATIONS

- 4.2 Licensee undertakes to pay the Licensor any Licence Fee at the commencement of this agreement thereafter prior to each Renewal Date as described in clause 3.1.
- 4.3 Prices quoted by Licensor are unless otherwise stated, exclusive of VAT.
- 4.4 Licensor reserves the right to withhold delivery of the Product and any Updates thereof and to prohibit access to RISC ONLINE until all outstanding fees are paid in full.

5. TERMINATION

- 5.1 Licensor may terminate this Licence at any time immediately by written notice to Licensee if:
 - a) Licensee has committed an irredeemable breach of this Agreement; or
 - b) after Licensee, in Licensor's reasonable opinion, has failed to remedy a remediable breach of these terms and conditions within 14 days of being given notice to do so, or
 - c) Licensee is made bankrupt or enters into liquidation or any arrangement with creditors or has a receiver or administrative receiver appointed such termination being without notice and without prejudice to any claim which Licensor may have either for moneys due and/or damages and/or otherwise.
- 5.2 In the event of termination of this Agreement under clause 5.1 Licensee will cease using any of the Licensed Product and remove it from any computer on which it is installed, including attempting to access product's online services.
- 5.3 The Licensor reserves the right not to refund any part of any Licence Fee paid in the event of the termination of this Licence
- 5.4 Licensor shall have the right to appoint an auditor to verify such actions and Licensee shall co-operate with such auditor.

6. OWNERSHIP AND PERMITTED COPYING

- 6.1 The Product is not sold to the Licensee who shall not acquire any right, title or interest (including without limitation copyright or other right in the nature of copyright or any other intellectual property right whatsoever) in:

- a) the Product or any part thereof or any update to the Product or part thereof,
 - b) the media upon which the Product is supplied.
 - c) any documentation or material printed or otherwise transmitted under this Agreement which shall remain the property of Licensor or Software owner as may be the case.
 - d) any information published on any domains on which RISC ONLINE is displayed.
- 6.2 All rights in the Product whether which exist or may come into existence which are not specifically granted to Licensee by this Agreement are expressly reserved to Licensor or to such other rights holders as stated on the Product.
- 6.3 The Licensee shall not sub-license any part thereof the Product to others and Licensee warrants that access will not be given to the Product to any person not being an employee or partner of Licensee, firm, company, Organisation, or other entity, without prior written approval from the licensor.
- 6.4 Except as permitted by law, by installation instructions supplied by Licensor to Licensee and by this Agreement, Licensee shall not itself nor allow any third party to duplicate or otherwise reproduce the Product or any part thereof.
- 6.5 The Licensee may download reports as permitted under this Agreement, which must be kept in Licensee's control and possession and shall use its best endeavours to ensure that the report does not fall into the hands of third parties whether as a result of theft or otherwise.
- 6.6 The Licensee shall be responsible for the provision of Internet access to ensure it can access the Product and any related services.

7. PERMITTED AND PROHIBITED USE

- 7.1 Licensee shall use the Product and shall take all reasonable steps to ensure that its employees and partners use the Product:
- a) only for its own business purposes
 - b) on the system and at the Site(s) for which any appropriate Licence Fee is paid by Licensee
 - c) only for the permitted purposes set out in this Agreement.
- 7.2 Licensee shall not use the Product nor authorise the Product to be used for the purpose of operating a bureau or similar service or any online service whatsoever.
- 7.3 Licensee does not acquire any rights whatsoever to distribute or share data with rental branches within its own network or other associated companies, except insofar as in circumstances where any such branches have been specifically nominated on the Order Form.
- 7.4 Licensee, its employees or partners on its behalf, during the normal course of Licensee's business, bona fide on-site users may view the Product on screen but NOT copy or reproduce any aspect of the Product. In no circumstances, without the express written permission of the Licensor, may the Product or any part thereof be used in connection with any system of remote access.
- 7.5 The Licensee shall not do or omit to do or authorise any other person to do or omit to do any act which:
- a) would or might invalidate or be inconsistent with any Intellectual Property of Licensor and/or Software owner in the Product and/or Software
 - b) would be in breach of or otherwise inconsistent with the moral rights of the authors of the items comprising the Product.
- 7.6 Licensee shall not erase remove deface or cover any trademark, trade names, numbers, copyright or other proprietary notices, guarantee, designation of origin, means of identification, disclaimer or other statement used on any media containing the Product or used in relation to it, nor shall Licensee, authorise another person to do so.
- 7.7 Licensee shall promptly inform Licensor if Licensee becomes aware of:
- a) any unauthorised use of the Product
 - b) any actual, threatened, or suspected infringement of any intellectual property of Licensor in the Product which comes to Licensee's notice, and
 - c) any claim by any third party coming to its notice that the Product infringes the intellectual property or other rights of any other Person.
- 7.8 Licensee shall at the request and where appropriate at the expense of Licensor do all such things as may be reasonably required to assist Licensor in taking or resisting proceedings in relation to any infringement or claim referred to in this Clause and in maintaining the validity and enforceability of the intellectual property of Licensor in the Product.
- 7.9 Except insofar as it is permitted by law, Licensee shall not modify, reverse assemble, decompile or reverse engineer the Product or any part thereof, or permit any third party to do so.
- 7.10 Licensee shall not, except to the extent necessary to exercise the Rights granted under this Agreement without the prior written consent of Licensor:
- a) make any alterations, additions or amendments to the Product;
 - b) combine the whole or any part of the Product with any other software, data or material
 - c) create derivative works from the whole or any part of the Product.

8. SUPPLY

- 8.1 The Licensor will supply to the Licensee the Product following receipt of a signed Order/Renewal Form and full payment for any Licence or Renewal Fee (if required), all the required details to access the Product.
- 8.2 Licensor reserves the right to levy a licence fee for the Product and will endeavour to give Licensees 90 days' written notice of the introduction of such a fee.
- 8.3 Licensor may from time to time make modifications or improvements to the Product.
- 8.4 Licensor may at any time withdraw from the Product any material included in it:
- a) if Licensor ceases, for whatever reason, to publish the publication from which such material is taken or otherwise no longer retains the right to publish such material;
 - b) if in Licensor's reasonable opinion Licensor believes that such material contains any matter, which infringes copyright or is defamatory, anti-competitive, or otherwise unlawful.

LICENSEE'S OBLIGATIONS

- 9.1 The Licensee agrees to be bound by the terms of this Agreement on using the Product.
- 9.2 The Licensee will give information on individuals and companies to the BVRLA and, through supply of the Product, the Members of the Licensor's Rental Industry Secure Customer (RISC ONLINE) System, the Police, the DVLA, HM Revenue & Customs, credit

reference agencies, debt collectors and any other relevant agency or organisation, regarding their rental history, credit worthiness, commercial solvency or default of any Renter or Firm with whom it has had business dealings for the purposes of preventing and detecting crime and protecting mutual trading interests.

- 9.3 Licensee shall satisfy itself prior to entering this Licence Agreement that the Product will meet Licensee's individual requirements and be compatible with Licensee's hardware/software configuration and no failure of any part or the whole of the Product to be suitable for those requirements will give rise to any right or claim against Licensor
- 9.4 The Licensee, as data processor under the Data Protection Act 1998, is responsible for ensuring that all notifications of personal data are carried out with the explicit consent of the data subject and that the licensee acknowledges full responsibility of ensuring that this has been obtained prior to submitting any personal data to the licensor, who for the purposes of the Data Protection Act, will be acting as the data controller.
- 9.5 The Licensee undertakes to put in place technical and organisational measures, including staff training, to address the risk of unauthorised or unlawful processing or accidental loss, destruction or damage to personal data on Licensor's Rental Industry Secure Customer (RISC ONLINE) system.
- 9.6 The Licensee and its employees shall act fairly, lawfully, honestly and without improper motive such as private gain or malice in notifying, retrieving, accessing, and disclosing risk information.
- 9.7 The Licensee and its employees shall not disclose, divulge or publish any information about any Renter or Firm except to those members of the Licensor's Rental Industry Secure Customer (RISC Online) System, the Police, the DVLA, HM Revenue & Customs, credit reference agencies, debt collectors and any other relevant agency or organisation.
- 9.8 The Licensee agrees to indemnify the Licensor in respect of any claims arising as a direct or indirect use of the information which it has submitted or filed on the RISC Online System and any claims for damages resulting from any breach of statutory duty or any common law claims in connection with the usage of RISC ONLINE by its any users or other third parties.

10. ONLINE SERVICE

- 10.1 The Licensee understands and agrees that no representation or warranty is made with respect to the functionality or availability of the Product, and that all or any portion(s) of the Product may for a variety of reasons be unavailable for use either temporarily or permanently without notice.
- 10.2 The Licensee agrees that the Licensor will not have any liability due to the Licensee's inability to access the Product, or any related services, or any portion thereof or any related data or information, and will not have any liability in connection with the loss or destruction of any such data or information.
- 10.3 The Licensee understands and acknowledges that no website or network is immune from unauthorised access. Accordingly, the Licensor will not have any liability or responsibility in connection with any unauthorised access to the Product or related services.
- 10.4 The Licensee understands and agrees that the Product may be unavailable due to scheduled maintenance.
- 10.5 The Licensor reserves the right to prevent or limit access to the Product or its related services for security, upgrades or other reasonable purposes.
- 10.6 The Licensor:-
 - a) shall use all reasonable endeavours to provide the Licensee with an uninterrupted service,
 - b) may suspend temporarily and without notice any functionality of the products, including any services provided online; and
 - c) shall use all reasonable endeavours to restore access to the Product as soon as possible in the event of an interruption or suspension of the service.
- 10.7 The Licensee shall pay any third party charges incurred by the Licensee in order to access the Product and any related online services.

11. LICENSOR WARRANTIES

- 11.1 Licensor warrants that it has obtained all necessary rights to grant this licence.
- 11.2 In the event of any material inherent defects in the Product or other physical media on which the Product is supplied, other than caused by accident abuse or misuse by Licensee, Licensor's sole liability to Licensee is to replace defective original Product free of charge.
- 11.3 Whilst reasonable care is taken to ensure the accuracy and completeness of the Product supplied, Licensor makes no representations or warranties whatsoever, express or implied, that the Product is free from errors or omissions.
- 11.4 Whilst reasonable care has been taken to exclude computer viruses, no warranty is made that the Product is virus free. Licensee shall be responsible to ensure that no virus is introduced to any computer or network and shall not hold Licensor responsible.
- 11.5 The Licensee shall satisfy itself prior to entering this Licence Agreement that the Product will meet the Licensee's individual requirements and be compatible with the Licensee's hardware/software configuration and no failure of any part or the whole Product to be suitable for those requirements will give rise to any right or claim against Licensor.
- 11.6 The warranties set out in this clause are exclusive of and in lieu of all other warranties, conditions, terms, undertakings, and obligations implied by statute, common law, custom, trade usage, course of dealing, or otherwise, which relate to the condition and fitness for any purpose of the Product.
- 11.7 Licensor shall not be liable for any loss of whatsoever kind or for any indirect or consequential loss whatsoever, howsoever suffered by Licensee or for any liability of Licensee to any third party in connection with the Product (whether or not caused by the negligence of Licensor).
- 11.8 The aggregate maximum liability of Licensor in respect of any direct loss or any other loss (to the extent that such loss is not excluded by this Agreement or otherwise) whether such a claim arises in contract or tort shall not exceed a sum equal to that paid as the Licence Fee or Network Licence Fee for the Product.
- 11.9 None of the terms of this license shall operate to exclude or restrict liability for death or personal injury resulting from the negligence of the Licensor or the Licensor's appointed agents or employees whilst acting in the course of their employment.
- 11.10 The Licensor shall not be liable for the use of the Product by Licensee, its agents and employees and the Licensee shall keep the Licensor fully indemnified against any claims, costs, damages, loss and liabilities arising out of any such use.

12. COMMERCIAL CONFIDENTIALITY

- 12.1 Each party undertakes to keep confidential and not to disclose to any third party any information supplied under this Agreement designated by the disclosing party as confidential information without the prior written approval of the other party.

12.2 The parties' obligations under this Clause shall not extend to information which is publicly available or can be shown by the receiving party to have been known by it prior to disclosure or is received by the receiving party from a third party without breach of a duty to the disclosing party.

12.3 The parties' obligations under this Clause shall survive the termination of this Agreement for a period of one year from that date.

13. MISCELLANEOUS

13.1 Where two or more legal entities constitute Licensor and/or Licensee their liability shall be joint and severable.

13.2 Where Licensee is a body other than an individual the person signing or otherwise concluding this Agreement represents that s/he is authorised by Licensee to sign it for and on behalf of Licensee and to bind Licensee thereby.

13.3 Nothing in this Agreement shall create or be deemed to create a partnership or the relationship of principal and agent between the parties and Licensee shall have no authority to bind or to make any representation or warranty on the Licensor's behalf.

13.4 This agreement together with the Order/Renewal Form where appropriate constitutes the entire Agreement between the parties hereto which may only be varied in writing signed by both parties.

13.5 If any provision of this Agreement or Order/Renewal Form or part thereof shall be void for whatever reason it shall be deemed deleted and the remaining provisions shall continue in full force and effect.

13.6 Neither this Agreement nor any of the rights and obligations of Licensee hereunder may be assigned, transferred, charged, delegated, sublicensed, or otherwise disposed of in whole or in part on a temporary or permanent basis unless Licensee has obtained the prior written consent of Licensor.

13.7 No delay or forbearance by Licensor in enforcing any provisions of this Agreement shall be construed as a waiver of such provision or an agreement thereafter not to enforce the said provision on that or any other occasion or another provision on another occasion.

13.8 This Agreement, including where applicable the Order Form, shall be governed by the laws of England and Wales

13.9 Any notice given by one party pursuant to this Agreement may be served at the address of the other and such notice shall be deemed to have been duly received by the addressee three days after posting by correctly addressed and pre-paid first class post or immediately if delivered personally.

13.10 Headings used in this Agreement are for ease of reference only and shall not affect its interpretation.

14. ENTIRE AGREEMENT

14.1 These Terms and Conditions, together with those incorporated herein or referred to herein constitute the entire agreement between the parties relating to the subject matter hereof, and supersede any prior understandings or agreements (whether oral or written) regarding the subject matter. The Licensor warrants that it has obtained all necessary rights to grant this licence.