

- 3.8** The Storage Facilities must be manned during normal business hours (9am – 5pm Mon – Fri minimum) to facilitate returning vehicles to the public and subject to requirements, additional access may be sought, in urgent or unforeseen circumstances. The Storage Facilities must have a provision to allow access for Garda Members outside of normal business hours.
- 3.9** Tenderers should confirm that they hold appropriate planning permission for the storage of vehicles for all proposed facilities that they intend to store vehicles on behalf of An Garda Síochána and carry out the business proposed. Tenderers must be able to provide documentary evidence (relevant planning permission) if requested to do so prior to the execution of a Contract.
- 3.10** A separate secure internal Storage Facility must be available in one or more of the proposed Storage Facility (ies) for the storage and examination of vehicles seized for Technical Examination or PSV examination.
- 3.11** The Technical Examination area must be a minimum of 15 metres by 20 metres and have:
- (i) A hydraulic vehicle lift for sole use by An Garda Síochána to conduct proper examination of vehicles.
 - (ii) Access to a Forklift
 - (iii) High quality lighting for photographs. Natural light if possible.
 - (iv) Proper heating.
 - (v) A desk and seating area for writing up notes and exhibits
 - (vi) Toilet and washroom facility.
- 3.12** In addition it would be beneficial if the Technical Examination area also had
- (i) Access to a pit lane (for large vehicles buses and lorries that can't be lifted)
 - (ii) Access to rolling brake equipment for testing
- 3.13** Technical Examination area must be free from any other items which may cause contamination. The Tenderer must detail in their proposal how they can facilitate and control the access to this area only to authorised personnel of An Garda Síochána when a vehicle/s is placed for Technical Examination.

4. WASTE MANAGEMENT & END OF LIFE VEHICLES (ELVs)

- 4.1** Tenderers must dispose of vehicles in compliance with Waste Management Legislation, (when instructed to do so by An Garda Síochána's nominated liaison person. The Tenderer's proposal must illustrate in detail how the Waste Management Act (Waste Management Legislation), will be complied with.

4.2 In the event of any lawful owner being notified to collect their vehicle, and they fail to do so, this vehicle may become waste, in line with procedures as provided in the Legislation. This vehicle must then be removed immediately, as hazardous waste, to an Authorised Treatment Facility (ATF) which must issue a Certificate of Destruction for the vehicle. This facility must have the appropriate Waste License or Permit under the Waste Management Legislation.

The company engaged to bring the End of Life Vehicles (ELVs) to the ATF must hold a Waste Collection Permit (WCP) under the Waste Management (Collection Permit) Regulations S.I No 820 of 2007, as amended for each region in which they wish to collect the ELVs.

For clarity,

- Section 41 vehicles are not crashed or immobilized vehicles (please see detail at section 2.3 above) and are not waste at time of collection. Tenderer should note that in general only a small percentage of these vehicles become waste when they remain unclaimed when An Garda Síochána deems these unclaimed vehicles to be waste.
- Vehicles involved in traffic collision or crime are not waste and are held in long-term storage for evidential reasons. An Garda Síochána are legally required to retain these vehicles.

4.3 A Certificate of Destruction will be required in respect of the service provided under this Contract, indicating that each vehicle was destroyed in accordance with Waste Management Legislation. **Copies of the certificate of destruction must be forwarded (hard or soft copy) to the Lot Area (Garda Division) administrative office for the proposed Contract.**

Lot	Divisional Towing Office
Lot 6: Eastern - Wexford	Wexford_DV@garda.ie

4.4 The compound proposed for the storage of crashed or immobilized vehicles must have one of the following for the duration of the proposed Contract:

A Certificate of Registration under the Waste Management (Facility Permit and Registration) Regulation 2007 as amended (“Waste Management Regulations”) from the local authority for the storage of up to **six (6) crashed or immobilized vehicles** (other than ELVs) at any one location at any time even if it is not ultimately decided to dispose of the vehicles as waste.

A Waste Facility Permit (under the Waste Management Regulations) for the reception, storage (including temporary storage) and recovery of **more than six (6) crashed or immobilized vehicles** (other than ELVs) in accordance with the provisions of articles 14 and 15 of the Waste Management (End-of-Life Vehicles) Regulations 2006 (S.I. No. 282 of 2006).

A designation as an Authorised Treatment Facility (ATF) under the (ELVs Regulations SI No. 281/2014) - the collection and storage (including the temporary storage) and the appropriate treatment and recovery of end-of-life vehicles in accordance with the provisions of articles 4(1) and 14(1)(a) of the Waste Management (End-of-Life Vehicles) Regulations 2006 (S.I. No. 282 of 2006) and permitted by the Local Authority or licensed by the Environment Protection Agency (EPA) as a facility at which the collection, storage and appropriate treatment and recovery of ELVs and the storage of components containing fluids, recoverable components and spare parts.

Once a decision is made by An Garda Síochána that a vehicle is to be discarded it becomes an ELV vehicle and must be immediately removed to an ATF by the Contractor.

5. CONTRACT MANAGEMENT

- 5.2 The Proposed IT System must be accessible remotely for An Garda Síochána Members and must provide real-time information pertaining to vehicles in storage.**

The Successful Tenderer must have appropriate policies and robust ICT security measures in place to ensure security of data. The Contractor will be required to provide a high level of security to safeguard personal data and information, preserve the integrity of customer data and prevent the corruption or loss of data. The Contract contains strict obligations to ensure that personal data is protected, including confidentiality obligations (Appendix 6 of this RFT) and Section 7 of the Terms and Conditions of Contract (Appendix 5 of this RFT).

- 5.3 Tenderers must comply with all data protection laws and contractual requirements. Data protection laws (“Data Protection Laws”) means all applicable national and EU data protection law, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of the natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commissioner or other supervisory authority for data protection in Ireland.**

The Successful Tenderer must be registered with the Data Protection Commissioner in this regard. The Successful Tenderer will have to be in a position to comply with any future data protection legislation that may be enacted during the term of the proposed Contract.

- 5.4 Tenderers must demonstrate they have the overall qualified manpower to meet the needs of the Contract.**

Tenderers must provide details of all drivers, operational staff and other key personnel, and those of Sub-Contractors where relevant. Information should include details of any relevant training courses completed by drivers, including the name of accredited bodies and level of relevant training achieved and ongoing continuous professional development.

Tenderers must be in a position to demonstrate that all recovery operators’ personnel have the required technical expertise and experience to facilitate the provision of the

service requested. Administrative staff, Drivers/Operators, including those of Sub-Contractors where relevant. Drivers/Operators while engaged in providing the Recovery Service, at all times must:

- Hold a valid and correct driving licence for the recovery vehicle.
- Be in possession of and wear, if necessary a safety helmet or hard hat (British/European standard or equivalent).
- Wear suitable protective gloves and footwear, reflective jacket and protective eye wear when necessary.
- Wear other suitable PPE as may be required.

Where personnel become unavailable, the Successful Tenderer must provide alternate staff of equal qualifications, experience and expertise for approval by the Contracting Authority. Staff/personnel must comply with advice and instructions of An Garda Síochána in relation to proper handling of vehicles requiring Technical Examination and adhere to all instructions given by An Garda Síochána at the scene of a recovery site.

- 5.5** Tenderers must comply with all relevant legislation such as, all sections of the Road Transport Act 2011 and any amendments thereto, Road Safety Authority (Commercial Vehicle Roadworthiness) Act 2012, as amended, and Road Traffic Acts, 1961-2014, as amended, including but not limited to vehicle insurance policies, vehicle taxation, a certificate of vehicle roadworthiness, appropriate driving licence for each driver.

The Successful Tenderer must have in place all relevant permits, licences, certificates or any other relevant documentation before the award of any Contract on foot of this RFT. The validity of said documentation must be maintained for the duration of the Contract. Tenderers must be able to provide copies of any documentation when requested to do so during tender evaluation stage or prior to the execution of a Contract and during the term of the Contract.

All types of recovery vehicles will be considered as part of this RFT. All recovery vehicles utilised shall be conspicuous in colour and have sufficient reflective markings displayed and warning beacons fitted so as to be able to provide the services sought in a safe and efficient manner. Additionally, vehicles must be readily identifiable with company name/company logo.

It is of paramount importance that recovery vehicles and equipment reflect the professionalism that is required to affect a safe, prompt and effective towing and recovery service.

The Successful Tenderer will be required to provide all vehicles and equipment in operational and good working order for the purpose of satisfying all conditions of the proposed contract.

- 5.6** The reporting method and structure of reports are of paramount importance to An Garda Síochána. The Successful Tenderer must demonstrate how they will ensure that An Garda Síochána will be made fully aware of the current status of each vehicle for each stage from detention, storage, movement, claim or disposal as relevant in each instance. In this regard, the types of reports, means of communication, format of the

reports to be provided, and methods of payment are essential for the efficient operations within An Garda Síochána.

Therefore, Tenderers must demonstrate how they will provide tailored management reports for the Contracting Authority, contents of which must include *inter alia*:

- number of recoveries carried out under each category
- number of vehicles currently held in storage and length of time vehicles are held,
- number of vehicles released,
- details of any fees collected, monies recouped from owners/insurance companies
- Invoicing details and any and all pertinent information relating to the running and management of the contract.

The details required in the Management reports must be agreed with the Contracting Authority prior to commencement of Contract. Reporting should be provided regularly (monthly or as otherwise requested by the Contracting Authority) to ensure information is up to date, in both soft and hard copy, if required. Monthly reporting documentation should include cars in long-term storage, Section 41 vehicles, HGVs, PSVs and all other vehicles for An Garda Síochána (this does not refer to monthly invoicing which is a separate requirement).

5.7 As a prerequisite for involvement with any Garda Síochána Contract, advance identification of personnel will be required together with personal details. The Successful Tenderer and all personnel plus Sub-Contractors working on the Contract will be required to complete a Vetting Invitation Form (currently this is form NVB 1a) (this form will be made available to the Successful Tenderer on identification of personnel that will be servicing the Contract) for vetting before a Contract is signed.

5.7.1. This requirement will apply on an on-going basis to reflect changes in the status of personnel performing duties (as specified from time to time by the Commissioner for An Garda Síochána) under any Contract awarded.

5.7.2. The Commissioner shall reserve the right to carry out at any time a full Garda security review in respect of any or all personnel allocated to provide the services.

5.7.3. The Commissioner reserves the right to refuse entry by any person, in the employment of the Contractor (or Sub-Contractor), to any, or all of its sites, without explanation and to require removal of any personnel from the provision of services. In the event that any person (or Sub-Contractor) fails to achieve such security clearance or security clearance status alters (which matter will be determined by the Commissioner), the Contractor shall propose alternative employees or agents of equal or higher ability. Tenderers shall not draw any inference for the invocation of this right by the Commissioner and Tenderers must confirm acceptance of this as part of their Tender.

5.8 The Contractor shall assist at no additional cost or charge, to the Contracting Authority with the transition from the Contractor to any new Contractor upon Contract

termination or expiration for whatever reason, in order to effect the orderly and efficient handover of all vehicles in storage to progress and reduce to a minimum any interruption in the provision of services to An Garda Síochána.

6. QUALITY ASSURANCE

- 6.1** Your proposal must include all relevant information in order to permit the Contracting Authority to be satisfied with the Tenderer's ability to provide an efficient and effective service, provide a full audit of the process and to enable the Contracting Authority to evaluate the proposed Services to be provided. Tenderers must describe their approach to quality management during the proposed Contract.
- 6.1.1** Tenderers must demonstrate how they will provide a fully auditable process. The Successful Tenderer must retain records of all transactions for a period of seven years.
- 6.1.2** The following are the key performance indicators that will be used to monitor the running of the Contract:
- Satisfactory level of service and remedial action if and when required.
 - Efficiency/accuracy of invoicing or other relevant documentation.
 - Timely and accurate production of reports to An Garda Síochána.
 - Tenderers implementation of fully auditable process and maintenance of the processes (including quality and environmental assurance).
 - The Successful Tenderer's ability to retain records of all transactions for a specified period (to be agreed with the Contracting Authority)
- 6.2** The Successful Tenderer will be required to have a comprehensive Risk Management Procedure in place prior to Contract, but must be able to demonstrate at tendering stage the categorisation of risk specific to proposed Contract, with examples of risk for all stages of the process and the mitigation in each of the risks specified. The Tenderer should provide a sample risk register in table format with their proposal
- 6.3** Where use of formal quality standards is envisaged and/or where the Tenderers has obtained formal quality assurance accreditation, details of same should be provided by reference to the appropriate standards.
- 6.4** The Successful Tenderer will be required to have a comprehensive complaints handling procedure which should address, but not be limited to the following:
- Complaints made by members of the public in respect of any work carried out under this Contract.
 - Complaints made by a member of An Garda Síochána in respect of the service provided by the Tenderer in respect of this Contract.

The final details of the complaints procedure should be agreed with the Contracting Authority prior to Contract.

SCHEDULE E: DATA PROTECTION

Processing, Personal Data and Data Subjects

1. Processing by the Contractor

- 1.1. Subject matter of processing – processing of information related to the provision of Towing and Recovery Services.**
- 1.2. Nature of processing – processing of owner and vehicle details related to the provision of Towing and Recovery Services.**
- 1.3. Purpose of processing – to allow the Contractor to provide the services under the Agreement.**
- 1.4. Duration of the processing – for the initial term of the Services Contract and any extensions.**

2. Types of personal data – pertinent details relating to the service. Vehicle Owner's identification and contact details.

3. Categories of data subject – Owners of vehicles that have been towed or recovered by the service provider.

APPENDIX 6: CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on Monday 5th September 2022 BETWEEN:

Commissioner of An Garda Síochána, whose principal place of business is at Garda Headquarters, Phoenix Park, Dublin 8 (hereinafter "the Contracting Authority") of the one part;

and

Donohoe Motor Salvage Ltd t/a Motor Salvage Irl of Drumgoold, Enniscorthy, Co. Wexford (Hereinafter called "the Contractor") of the other part.

WHEREAS

By Request for Tenders dated 27th November 2022 entitled Tender for the Recovery/Towing and Management Service Contract In An Garda Síochána Eastern Region (the "RFT") the Contracting Authority invited tenders ("Tenders") for the provision of the Goods/Services described in Appendix 1 to the RFT (the "Goods" "Services") ("the Competition"). The Contractor submitted a response to the RFT dated the 4/2/2022.

The Contractor has been identified as the preferred bidder in the Competition.

For the purposes of the Competition and any subsequent contract awarded thereunder (if any) ("the Contract"), certain confidential information as defined at clause 2 of this Agreement, will be furnished to the Contractor. The Confidential Information is confidential to the Client.

NOW IT IS HEREBY AGREED in consideration of the sum of €2.00 (the receipt of which is hereby acknowledged by the Contractor) as follows:

1. The Contractor acknowledges that Confidential Information may be provided to them by the Contracting Authority and that each item of Confidential Information shall be governed by the terms of this Agreement.
2. For the purposes of this Agreement "Confidential Information" means:
 - (i) Contracting Authority unless specified in writing to the contrary by the Contracting Authority, any and all information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Contracting Authority, the supply of Goods/Services under the Contract and all and any information supplied or made available to the Contractor (to include employees, agents, Sub-Contractors and other suppliers) for the purposes of the Contract(s) including personal data within the meaning of the Data Protection Laws; and
 - (ii) any and all information which has been derived or obtained from information described in sub-paragraph 2.1.
3. For the purposes of this Agreement "Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines, including but not

limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time

4. Save as may be required by law, the Contractor agrees in respect of the Confidential Information:

4.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;

4.2 not, without the prior written consent of the Contracting Authority, to communicate or disclose any part of such Confidential Information to any person except:

(i) to those employees, agents, Sub-Contractors and other suppliers on a need to know basis; and/or

(ii) to the Contractor's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor

PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Contracting Authority; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.

5. The obligations in this Agreement will not apply to any Confidential Information:

(i) in the Contractor's possession (with full right to disclose) before receiving it from the Contracting Authority; or

(ii) which is or becomes public knowledge other than by breach of this clause; or

(iii) is independently developed by the Contractor without access to or use of the Confidential Information; or

(iv) is lawfully received from a third party (with full right to disclose).

6. The Contractor undertakes:

6.1 to comply with all directions of the Contracting Authority with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Laws);

6.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Contracting Authority including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities;

6.3 upon termination of the Competition (or the Contract) for whatever reason to furnish to the Contracting Authority all Confidential Information or at the written

direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Contracting Authority so request in writing. For the avoidance of doubt "document" includes documents stored on a computer storage medium and data in digital form whether legible or not.

7. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Contracting Authority and the Contractor so acknowledges and confirms.
8. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Contracting Authority as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Contracting Authority and in the manner agreed in writing between the Parties.
9. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Contract (if awarded) for any reason.
10. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
- 11.A. In this Agreement, the following terms shall have the meanings respectively ascribed to them:
 - "Data Controller" has the meaning given under the Data Protection Laws;
 - "Data Processor" has the meaning given under the Data Protection Laws; "Data Subject" has the meaning given under the Data Protection Laws;
 - "Data Subject Access Request" means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;
 - "Personal Data" has the meaning given under Data Protection Laws; "Processing" has the meaning given under the Data Protection Laws;
- B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.
- C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is the Data Controller and the Contractor is the Data Processor in respect of Confidential Information which is Personal Data. Schedule A sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.
- D. Without prejudice to the generality of clause 11(B), the Contractor shall, in relation to any Confidential Information which is Personal Data:-


- (1) process that Personal Data only on the written instructions of the Client;
 - (2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it
 - (3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - (4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled;
 - (i) appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) The Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- E.** The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- F.** The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G.** The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- H.** The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement

unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.

- I. The Contractor shall permit the Client, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and / or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.
- J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Client from time to time.
- K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.
- L. The Contractor shall:-
 - 1. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
 - 2. ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
 - 3. in such an event and if attributable to any default by the Contractor or any Sub-Contractor, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.
- M. The Client does not consent to the Contractor appointing any third party processor of Personal Data under this agreement
- N. Save for clauses 11B, 11C, 11D(4) and 11E, all the obligations on the Contractor in this clause 11 relating to the processing of Personal Data shall apply to the processing of all Confidential Information.

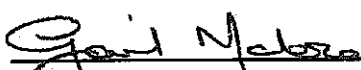
SIGNED for and behalf of the Client

SIGNED for and behalf of the Contractor



(being a duly authorised officer)





(Witness)



Date 01/11/2022

Date 1/11/22

Schedule A to the Confidentiality Agreement: Data Protection

Processing, Personal Data and Data Subjects

1. Processing by the Contractor

1.1. Subject matter of processing – processing of information related to the provision of Towing and Recovery Services.

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1.3. Purpose of processing – to allow the Contractor to provide the services under the Agreement.

1.4. Duration of the processing – for the initial term of the Services Contract and any extensions.

2. Types of personal data – pertinent details relating to the service. Vehicle Owner's identification and contact details.

3. Categories of data subject – Owners of vehicles that have been towed or recovered by the service provider.

