

ELTO Additional Terms of Use for Registered Users

These policies set out the additional Terms of Use of the ELTO Website and searches on the Enquiry Portal.

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1 Terms of Use for Registered Users

This page tells you the additional terms and conditions on which we supply the services set out below to you. These should be read in conjunction with the ELTO Terms of Use which set out general terms and include our privacy and cookies policies.

Please read these terms and conditions carefully before registering for any services from our website.

You should print a copy of these terms and conditions for future reference. By registering for an account you are confirming that you have read, understood and accepted them. Please understand that if you refuse to accept these terms and conditions, you will not be able to use our website.

By submitting any enquiry (as defined below) relating to the ELTO Enquiry Portal; you agree to be bound by the following Terms and Conditions.

Only a User (as defined below) is permitted to use the ELTO Enquiry Portal and/or process the information (as defined below). Please ensure you read these Terms and Conditions carefully and use the ELTO Enquiry Portal (as defined below) ONLY for the purposes permitted by and in accordance with the provisions hereunder.

Without limitation to the provisions of these Terms and Conditions below unless otherwise agreed in writing between the User and ELTO, the ELTO Enquiry Portal shall NOT be used in any way by the User or any User Third Party (as defined below) for the purposes and or provision of commercial services in relation to deciding whether to provide or offer to provide any goods or services to any firm, company, undertaking or Individual).

www.elto.org.uk and ELTO (as defined below) are operated and managed by Tracing Services Ltd (**TSL**) (registered in England and Wales under company number 6978725), a wholly owned subsidiary of the Motor Insurers' Bureau (**MIB**) (registered in England and Wales under company number 00412787) the registered office of both being Linford Wood House, 6-12 Capital Drive, Linford Wood, Milton Keynes, MK14 6XT. Our VAT number is GB 871 6671 95. ELTO reserves the right in its absolute discretion, without reason and without liability to suspend the services (including without limitation your organisation's ELTO account) with immediate effect without notice.

The ELTO Enquiry Portal is the means by which a User may have on-line access to some of the information held on the Employers Liability Database (ELD).

ELTO is willing to grant a User access to the ELD by way of ELTO for the Permitted Purpose (as defined below) in order to try to assist Claimants by facilitating the quicker identification of the insurer of the relevant employer providing cover in respect of a Relevant Liability.

2 Other Applicable Terms

These Terms of Use refer to the following additional terms, which also apply to your use of this Website:

- [ELTO's Terms of Use](#)

3 Definitions

In these Terms and Conditions, the following capitalised terms shall have the meaning ascribed to them as follows:

Business Day means a day (other than Saturday or Sunday) on which banks are open for general business in London;

Claim means a claim by an Individual or the employer of the Individual against a third party in respect of a Relevant Liability;

Claimant means an Individual or the employer of the Individual who is considering the commencement of or has commenced Relevant Proceedings;

Commencement Date means the date upon which the User's account was established in

accordance with clause 1;

Declaration means the relevant declaration to be made by each User for each enquiry on the ELTO Enquiry Portal; (as specified by ELTO from time to time)

ELTO means Employers' Liability Tracing Office a company limited by guarantee (registered in England and Wales under company number 6964651) whose registered office is at Linford Wood House, 6-12 Capital Drive, Milton Keynes MK14 6XT (which for the purposes of these Terms and Conditions shall include its sub-contractors, agents and servants (including TSL));

ELTO Enquiry Portal means the uniform resource locator (url): www.elto.org.uk or such other url as prescribed by ELTO from time to time;

Enquiry means, for the Permitted Purpose: the electronic submission of information to ELTO in the manner and format prescribed by the relevant section of the ELTO Enquiry Portal;

Information means the information (or any part of it) provided to the User (or to any authorised representative of the User) by ELTO (or on its behalf) by way of ELTO Enquiry Portal or otherwise in response to or in relation to an enquiry (limited to policy number, identity, and telephone number of the relevant insurer of the employer);

Key Account User means a User who has established a User ELTO account in accordance with these Terms and Conditions

Permitted Purpose means, only in respect of a Claim and/or only in so far as it is permitted pursuant to the Employers' Liability (Compulsory Insurance) Act 1969 and or reasonably required to give legal advice in relation to a Claim. The purpose of the service is identifying the insurer of the employer of the Claimant who provided cover in respect of the Relevant Liability relating to the Claim at the time of employment;

Relevant Liability means a liability that is covered by the contract of insurance of a third party (not being the Claimant) that (at least) satisfies the compulsory insurance requirements pursuant to the Employers' Liability (Compulsory Insurance) Act 1969;

Relevant Proceedings means proceedings in respect of a Relevant Liability only (and not in respect of any other liability or any other contract of insurance);

User means any firm, company, undertaking and or Individual using the ELTO Enquiry Portal being a Key Account User to make any Enquiry;

User Information means information relating to any User's use of the ELTO Enquiry Portal, including but not limited to any information provided by the User for or relating to any Enquiry and or the results of any Enquiry or any information relating to or derived from the results of any Enquiry made by a User or any information relating to any User Third Party;

User Third Party means any third party to whom the User has disclosed the Information and/or any third party who makes any Enquiry or processes any Information by way of the User's access to ELTO or any third party instructed by the User to make any Enquiry and/or process the Information on the User's behalf;

4 Key Account User

4.1 Access to ELTO will be granted to a Key Account User only upon ELTO establishing the relevant User ELTO account in accordance with clauses 1.2 and 1.3 below and completing to ELTO's satisfaction such vetting of the User as ELTO, at its absolute discretion, requires (including but not limited to the User answering the questionnaire stipulated by ELTO from time to time and making the relevant Declaration). In any event, save to the extent not permitted by law, ELTO shall have the absolute right to limit or withdraw, without liability, any User's access to ELTO at any time without reason and retrieve information from any equipment used to make an enquiry as ELTO deems necessary to comply with any relevant laws and or regulations, recommendations or orders; to protect its security and or enforce the provisions of these Terms and Conditions. Any relevant User will be notified by ELTO before or at the time it withdraws the User's access to ELTO.

4.2 To access ELD a User must register with ELTO and open an account with ELTO following the instructions and completing the relevant application form on www.elto.org.uk.

4.3 After Registration the User will be presented with a screen from ELTO acknowledging that it has received the User's request to open an account. Such communication does not confirm that the User's Registration has been accepted. Registration constitutes an offer from the User to ELTO to open an account. All Registrations are subject to acceptance by ELTO and ELTO will confirm such acceptance (if appropriate) by sending to the User an e-mail (upon successful completion of the vetting procedures referred to in clause 1.1) that confirms that its offer has been accepted by ELTO and setting out account information (including any logon or password details) (the "Services Confirmation"). The contract between the User and ELTO will only be formed when ELTO sends to the User the Services Confirmation (the "Contract").

4.4 The Contract will relate only to those services which ELTO has confirmed in the Services Confirmation.

4.5 No withdrawal right or "cooling off" period shall apply to the services provided by ELTO under these Terms and Conditions.

5 ELTO availability and the Provision of Information

5.1 Without creating any obligation so to do, upon ELTO being satisfied that the Information may be legally disclosed to the User (by way of the completion by the User of a questionnaire in relation to each Enquiry or as otherwise stipulated by ELTO from time to time) ELTO shall endeavour to make access to the ELTO Enquiry Portal reasonably available to Users. However, ELTO does not warrant the availability of access to the ELTO Enquiry Portal and, without prejudice to any other right or remedy ELTO may have, it reserves the right to withdraw the ELTO Enquiry Portal without notice in order to undertake maintenance of the website (including but not limited to emergency maintenance) and or in the event of network failure. ELTO cannot control the timing or length of such downtimes and as a result ELTO does not guarantee access to the ELTO Enquiry Portal at any particular time.

5.2 Whilst ELTO shall take reasonable security precautions for the ELTO Enquiry Portal, the User acknowledges that the internet is not a 100% secure communications medium and the User uses the ELTO Enquiry Portal in the knowledge that this is the case and as such ELTO

shall not be liable for any lack of security resulting from the User's use of the ELTO Enquiry Portal.

5.3 ELTO shall use reasonable endeavours (which shall not include incurring costs or acting against its own commercial interests) to provide the Information from the Commencement Date for the term of this agreement, in accordance with these Terms and Conditions using all reasonable skill and care.

5.4 ELTO reserves the right to alter or modify the provision to the User of access to the ELTO Enquiry Portal and or the Information in order to comply with any regulatory requirements or reflect changes in support requirements or to improve, amend or extend ELTO's existing services.

6 The Obligations of the User

Upon making each Enquiry, the User covenants, undertakes and represents that:

6.1 it has the capacity to enter into binding contracts;

6.2 being an individual, it is at least 18 years old and has obtained the age of majority in the state or country in which it lives;

6.3 it has full legal authority to receive the Information and that the answers provided by the User to ELTO in relation to any questions asked by ELTO were, and the relevant Declaration it has made was, full, true and accurate in all respects;

6.4 any act or failure to act by a User Third Party in relation to the User Third Party's use of the ELTO Enquiry Portal or processing of the Information shall be deemed to be an act or failure to act by the User and the User shall be under these Terms and Conditions accordingly;

6.5 it is a private legal practice or a solicitor registered with the relevant Law Society for solicitors in England, Wales, Scotland or Northern Ireland;

6.6 any information provided by it to ELTO (or any representative of ELTO) in relation to making any Enquiry or receiving the Information or in relation to the decision by ELTO to grant the User access to or to maintain its access to the ELTO Enquiry Portal is true, accurate and not misleading and the User hereby undertakes to notify ELTO in writing promptly (and in any event within 14 days) of any information of which it is aware that would render the information previously supplied by the User untrue, inaccurate or misleading;

6.7 it shall make each Enquiry for the Permitted Purpose only;

6.8 it shall process and shall procure that a User Third Party shall process the Information for the Permitted Purpose only;

6.9 the Information shall be stored only for as long as reasonably required for the Permitted Purpose or for the Claim to which the Information relates;

6.10 it shall not process and shall procure that any User Third Party shall not process the Information for any marketing, research, analysis or profiling activity and it shall not and shall procure that any User Third Party shall not re-sell the Information or otherwise seek to receive consideration for the Information;

6.11 it has established and/or procured that there is established and shall procure that any User Third Party establishes, prior to any relevant Enquiry being made, appropriate software, hardware, physical, technical and organisational measures to prevent accidental or unauthorised access to ELTO or disclosure of the Information, and that such shall remain in place and shall be operated properly to ensure that the User's and/or the User Third Party's

access to ELTO and/or use of the Information does not breach these Terms and Conditions and is restricted to such employees of the User and/or the User Third Party as are required for the Permitted Purpose;

6.12 it shall procure that each of its employees (if any) that is authorised to have access to the ELTO Enquiry Portal or process the Information on behalf of the User shall keep confidential his/her user name and password from all other employees of the User and from other third parties and shall not allow anyone else use of his/her user name and password;

6.13 it shall procure that all enquiries from ELTO to the User relating to its access to the ELTO Enquiry Portal or the processing of the Information (including in relation to any relevant processing by any User Third Party) are dealt with promptly and properly and that all reasonable co-operation and copy documentation shall be provided to ELTO in the course of all its enquiries in such regard;

6.14 that its means of access to the ELTO Enquiry Portal (including, for example, its access codes) and the Information is kept confidential and is used only for the Permitted Purpose;

6.15 it shall process and procure that any User Third Party shall process the Information only as is wholly and necessarily required for the Permitted Purpose;

6.16 it shall not and shall procure that no User Third Party shall create or facilitate (directly or indirectly) the creation of any database containing any of the Information, save as is wholly and necessarily required to investigate a Claim;

6.17 it shall retain and shall procure that any User or User Third Party retains the Information in confidence at all times save to the extent:

- required for the Permitted Purpose; or
- that any disclosure is made in accordance with the General Data Protection Regulations, Data Protection Act 2018 or related legislation; or
- that it is required to disclose the Information pursuant to any statutory or regulatory authority;

6.18 it has granted access to the ELTO Enquiry Portal only to employees of the User (if any) and only to the extent required by such employees for the Permitted Purpose;

6.19 will notify ELTO promptly (and in any event within 7 days) of:

- any disclosure that is in breach of these Terms and Conditions of any of the Information made by any of its employees, officers, contractors, agents or consultants together with a description all the relevant circumstances regarding such disclosure;
- any circumstances it is aware of or reasonably suspects relating to any processing of the Information other than for the Permitted Purpose (this would include, for example, notifying ELTO of an instance where an employee of the User has been disciplined or sacked for reasons relating to use of the ELTO Enquiry Portal or the Information that is in breach of these Terms and Conditions);
- any changes to the details of those employees of the User who are authorised by the User to use the ELTO Enquiry Portal or process the Information on behalf of the User and/or the email addresses of such employees;

6.20 it shall process and procure that any User Third Party shall process the Information in accordance with the requirements and relevant provisions of the data protection laws and all other relevant laws applicable in the United Kingdom;

6.21 it does not have any rights of ownership or interest in (including any intellectual property rights in) any of the Information and that if any such rights do arise in favour of the User or any User Third Party, it shall promptly on written instruction of ELTO assign or

procure the assignment irrevocably and for no consideration of all such rights by the User Third Party to ELTO (or such party or parties nominated by ELTO);

6.22 it shall not process and shall procure that any User Third Party shall not process for any purpose and delete irretrievably and promptly: any Information received that was submitted to ELTO erroneously; or any Information received that does not relate to the subject matter of the Enquiry; or (where the Enquiry was made for the Permitted Purpose) any Information received that does not relate to the Claim that corresponds to the Enquiry and shall, in any such instance, notify ELTO promptly by email that such error has occurred;

6.23 it shall and shall procure that any User Third Party shall delete irretrievably copies of any part of the Information in its possession, custody, power or control that are not necessarily required for the Permitted Purpose, and in any event, unless otherwise agreed in writing, shall delete irretrievably all copies of such Information within 6 months of such Information ceasing to be necessarily required for the Permitted Purpose;

6.24 it shall notify ELTO where the User reasonably believes that the ELD appears to contain an error.

7 Indemnity from User in favour of ELTO and ELTO's right to audit

7.1 To the fullest extent permitted by law and without prejudice to any other rights available to ELTO, the User hereby agrees to indemnify ELTO fully and without limit for:

- any losses, costs, expenses or damages (including amounts paid in settlement, out of pocket expenses, interest, penalties, sanctions and all legal and other professional costs and expenses) incurred by or suffered by ELTO in relation to or as a result of any breach of any of these Terms and Conditions by the User or by any User Third Party; and/or
- any costs, expenses (including out of pocket expenses, interest, and all legal, audit and other professional costs and expenses) incurred in relation to any audit ELTO conducts pursuant to clause 6 below where such audit reveals a breach of these Terms and Conditions by the User; and/or
- the time spent by any ELTO employees in dealing with any investigations into the User's use of ELTO or the Information, which time shall be charged at a rate of £100 per hour (excluding any applicable VAT).

7.2 For the purpose only of ELTO satisfying itself that a User and/or a User Third Party is not and/or has not been in breach of these Terms and Conditions, upon reasonable notice given by ELTO, a User shall procure that ELTO is provided with all information, co-operation, assistance and access to its premises and records and/or those of any relevant User Third Party for such purpose and shall give all reasonable assistance to ELTO and/or its third party (representative(s) in relation to such audit. This obligation shall survive termination of these Terms and Conditions or the User otherwise ceasing to process the information or have access to the ELTO Enquiry Portal.

8 ELTO's exclusion of liability

8.1 Whilst ELTO endeavours to ensure the accuracy of the Information provided to the User hereunder, such Information is provided 'as is' and is processed by the User and/or any User Third Party entirely at the User's own risk and responsibility. ELTO excludes, to the fullest extent permitted by law, on behalf of itself and any and all of its contractors, employees and

agents, any and all warranties, express or implied, relating to: the Information or the service it provides to User and/or any User Third Party in relation to these Terms and Conditions; the results obtained from the processing of such Information or service; and any computer media, used in connection with the access to ELTO.

8.2 The User acknowledges that the Information is provided to ELTO by third parties and that ELTO makes no warranty, whether express or implied, as to the accuracy, completeness or fitness for the Permitted Purpose of the Information or that the Information is up-to-date. To the fullest extent permitted by law, ELTO, including any of its contractors, employees and agents, shall not be liable for any direct, indirect, incidental, special or consequential damages of any nature whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of programs or information) relating to: any Information; or the results obtained by any User's processing of such Information; or the User's use or inability to use any programs, network, CD-ROMs or other media through which the Information is made available; or any claim attributable to any error, omission, or inaccuracy contained in the Information or by any delay or interruption to the ELTO Enquiry Portal.

8.3 ELTO's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall be limited to the sum of £50,000.

9 Term and Termination

9.1 This agreement shall commence on the Commencement Date and continue subject to earlier termination, until terminated in accordance with these Terms and Conditions.

9.2 Either party may terminate this agreement at any time by giving to the other one month's written notice.

9.3 Either party may terminate this agreement at any time by giving written notice to the other party if the other party:

- commits a material breach of any of these Terms and Conditions and, where such a breach is capable of remedy, fails to remedy the same within 14 days after receipt of a written notice from the other requiring it to be remedied;
- is unable to pay its debts when they fall due;
- Without prejudice to the foregoing, on termination of this agreement for any reason the accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

10 Force Majeure

ELTO have no liability to the User under this agreement if it is prevented from or delayed in performing its obligations under this agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of ELTO or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

11 Changes to Terms of Use

ELTO reserves the right to amend these Terms of Use from time to time by publishing any amended terms and conditions which shall take effect from the time they are published. By using the ELTO Enquiry Portal, the User acknowledges and agrees that ELTO may amend, alter or delete any of the terms and conditions by publication of such changes at the ELTO Enquiry Portal and agrees to be bound by any such changes from the date of publication.

12 How to contact ELTO

You may contact ELTO about the ELTO Enquiry Portal at the following address: Employers Liability Tracing Office, Linford Wood House, 6-12 Capital Drive, Linford Wood, Milton Keynes, MK14 6XT: tel: 0845 1652805, fax: 01908 671681 or at enquiries@elto.org.uk.

13 General

13.1 These Terms and Conditions represent the entire agreement between ELTO and each User for use of the ELTO Enquiry Portal and processing of the Information and supersede all prior agreements, arrangements and letters of intent with regard to the same subject matter between ELTO and the User both written and oral.

13.2 For the avoidance of doubt, Regulations 9(1), 9(2) and 11(1) of The Electronic Commerce (EC Directive) Regulations 2002 SI 2013 shall be excluded from these Terms and Conditions.

13.3 These Terms and Conditions shall be governed and construed according to the laws of England and any User and ELTO submits to the exclusive jurisdiction of the English Courts in the event of dispute.

13.4 The failure to exercise or delay in exercising a right or remedy provided by these Terms and Conditions or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

13.5 Each User shall use all reasonable endeavours to do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as may be from time to time required for the purpose of giving full effect to the provisions of these Terms and Conditions.

13.6 If any provision of these Terms and Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions that shall remain in full force and effect.

13.7 No provision of these Terms and Conditions shall be enforceable by any third party, save for the ELTO Members, pursuant to the Contracts (Rights of Third Parties) Act 1999.

13.8 The User shall not, without the prior written consent of ELTO assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

13.9 ELTO may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

13.10 Nothing in this agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in

any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

14 Notices

Any notice required to be given under these Terms and Conditions shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party and for the attention of the person specified below:

14.1 ELTO

Employers Liability Tracing Office, Linford Wood House, 6-12 Capital Drive, Linford Wood, Milton Keynes MK14 6XT; for the attention of: Head of Data Services

14.2 the User:

address: as specified in the Registration;

for the attention of: as specified in the Registration.

or as otherwise specified by the relevant party by notice in writing to the other party.

14.3 Any notice shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to in clause 12.1.1 or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

14.4 This clause 12.1 shall not apply to the service of any documents in any proceedings or other legal action.

14.5 A notice required to be given under or in connection with this agreement shall not be validly served if sent by e-mail.