

Court e-filing service terms of use

By using this service and the e-Filing service (together, “the e-Filing service”) you (the User) agree to comply with and be bound by the following terms and conditions. Please read them carefully before you begin to use the e-Filing service.

General

These terms of use (together with any documents referred to in it) set out the terms for use of the e-Filing service.

In these terms of use the terms “user”, “you” and “your” mean users, including registered users, of the e-Filing service. Use of the e-Filing service includes (without limitation) accessing, browsing, uploading material and registering as a user.

If you disagree with these terms or any part of these terms, you must not access or use this e-Filing service.

These terms of use are limited to use of the e-Filing service and do not apply to other HM Courts & Tribunals Service (**HMCTS**) services, or to any other department or service, which may be linked to the e-Filing service.

Accessing the e-Filing service

Each user promises that they will not use the e-Filing service for any purpose that is unlawful or prohibited by these terms or in any way that causes, or may cause damage, interfere or impair the availability or accessibility of the e-Filing service by any other user. Each user undertakes that it will use the e-Filing service only for legitimate authorised purposes associated with the e-Filing service. Users will not use the e-Filing service to obtain or attempt to obtain any materials, information, data or documents through any means not intentionally made available or provided for through the e-Filing service.

If you do not agree to the terms set out in this document, you should not use this e-Filing service.

These terms of use may be amended at any time. Revised terms of use take effect immediately from the time they are published and continued use of the e-Filing service will be deemed acceptance of updated or amended terms.

No warranties

The e-Filing service is provided on an “AS IS” and “AS AVAILABLE” basis. To the fullest extent permitted by law, HMCTS excludes any representations or warranties (whether express or implied by law).

Without prejudice to the foregoing, HMCTS does not warrant that the:

- e-Filing service will be constantly available or available at all;
- information provided on this e-Filing service is complete, true and accurate;
- e-Filing service will be compatible with third party systems or secure;
- e-Filing service will not infringe the rights of third parties;
- e-Filing service will guarantee any specific results or outcome.

No part of the e-Filing service constitutes or is intended to constitute advice of any kind and the content of this site should not be relied upon when making any decisions or taking any action. Reliance placed on any content, statement or material contained or referred to on this site is at the user’s risk and to the extent permissible by law, HMCTS disclaims all

liabilities and responsibility arising from any reliance placed on such information by any user of the e-Filing service or by anyone who may be informed of such information.

If a user requires any advice in relation any matter, including without limitation, pertaining to its legal rights it should seek appropriate professional advice.

Limitation of liability

In no event shall HMCTS be liable to any party for loss or damage whatsoever and however incurred, whether direct, indirect, special or consequential (including whether such losses are foreseen, foreseeable, known or otherwise), arising from the use, operation or performance of the e-Filing service, reliance on any material provided or accessed through it (whether or not amended by third parties and regardless of form of action), websites linked to it or otherwise arising in connection with the e-Filing service, in respect of all claims whether arising in breach of contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise.

Nothing in these terms of use is intended to exclude HMCTS's liability for death or personal injury caused by HMCTS's proven negligence, fraud or fraudulent misrepresentation.

Reasonableness

By using this e-Filing service, each user agrees that the exclusions and limitations of liability set out in these terms of use are reasonable. If a User does not consider that the exclusions and limitations are reasonable, it must not use the e-Filing service.

How to use this e-Filing service responsibly

There are rules (see www.gov.uk/guidance/ce-file-system-information-and-support-advice) that apply to the creation and registration of case information that must be adhered to, as well as anything stated in materials relating to the e-Filing service and these terms of use.

The e-Filing service is only intended for use by parties filing cases in the Rolls Building or by solicitors acting on their behalf and only with their client's consent.

Setting up an account

You must provide a valid email address and choose a password to create an account to use this e-Filing service. It is your responsibility to keep your sign-in details safe. You should not share your password with any third party, or write it down. HMCTS is not responsible for any breach of information security due to password sharing. If a user knows or suspects that a third party knows that user's identification code or password, it must promptly notify HMCTS.

There are risks in using a shared computer, such as in an internet café, to use this e-Filing service. It is your responsibility to be aware of these risks and to avoid using any computer which may leave your personal information accessible to others. You are responsible if you choose to leave a computer unprotected while signed into the e-Filing service.

This system scans documents that are uploaded to it for viruses and may reject or quarantine any documentation where it suspects it may be affected. However, each user must take its own precautions to ensure that the way it accesses this e-Filing service does not expose to the risk of viruses, malicious computer code or other forms of interference that may damage the user's own computer system.

HMCTS has the right to disable any user identification code or password, whether chosen by a user or allocated to a user, at any time, if in our reasonable opinion, that user has failed to comply with any of the provisions of these terms of use.

Information provided by this e-Filing service

HMCTS works hard to ensure that information within the e-Filing service is accurate. However, we cannot guarantee the accuracy and completeness of any information at all times. Guidance contained within this e-Filing service must not be considered legal advice.

This e-Filing service provides generic information to support users in filing claims and subsequent claim related information with the court. However, HMCTS cannot give legal advice on individual cases.

HMCTS is not responsible for the content or reliability of any linked e-Filing services or websites, and does not necessarily endorse any views expressed within them.

While HMCTS makes every effort to ensure this e-Filing service is accessible at all times, we are not liable if the e-Filing service is unavailable for any period including planned down time and or unplanned down time of this e-Filing service.

Privacy policy

How we use your information

In order to use this e-Filing service, users will need to enter limited personal information in relation to account set up. Personal information of parties within the case will also be entered onto this system including names, addresses and other contact details. We use this information to provide case information and the management of court processes. HMCTS will use information entered onto this system for the purposes of statistical analysis and for other management information needs. Where information is available to the public as governed by the Civil Procedure Rules HMCTS may at times share this information with other organizations.

This e-Filing service contains several free-text fields in which users can enter certain types of information. You should not enter sensitive information into these free-text fields unless absolutely necessary for your case.

Separately from the information entered by those using this e-Filing service, HMCTS may also collect site-usage information from this e-Filing service, which allows us to see how the e-Filing service is being used in order to allow us to improve it. This information does not contain any personal data.

How we keep your information safe and the Data Protection Act 1998

This e-Filing service complies with all principles of the Data Protection Act 1998. MoJ is the 'data controller' for the purposes of the Act.

HMCTS takes data security very seriously and we take every step to ensure that your data remains private and secure.

All data collected by this e-Filing service is encrypted and held exclusively in our secure database within the European Economic Area (EEA).

Because of the global nature of the Internet infrastructure, however, we cannot guarantee that information emailed from us will be kept within the EEA. By submitting your information you consent to such transfers outside the EEA, for example, the registration email.

Where authorised users of this e-Filing service access and download documents for the purposes of forward transmission or for any other purpose, HMCTS is no longer responsible for the security of the information contained within those documents.

If a user wishes to delete its account it must notify the court as soon as possible. If a user is no longer acting on behalf of the individual or organisation that is using the e-Filing service then it is the responsibility of the user to file a notice of discontinuance in line with the Civil Procedure Rules or the organisation that user is working for must notify the court that the users are no longer an authorised user of the system.

All personnel who have access to the e-Filing service secure data have met the relevant security clearance requirements.

All subject access requests relating to personal data held in connection with the e-Filing service should be referred to:

London Regional Support Unit
Post Point 9.02, 9th Floor
DX 152380 Westminster 8

Cookie policy

We do not store any user data in cookies. However, your browser may store cookies while you are using the e-Filing service. You can manage cookie settings on your computer.

Online payment

By paying the appropriate fee online you are paying for your submission of a case or documents associated with that case that attract a fee to be processed by HMCTS. Details of fees are available at: www.gov.uk/court-fees-what-they-are

When you pay the submission fee online, you will be directed to our payment partner, Barclaycard ePDQ, for the payment to be processed. The details you give them will be encrypted, in line with the Payment Card Industry Data Security Standard (PCI-DSS). HMCTS will not store any of your payment card details. HMCTS is not liable for any information you enter into Barclaycards ePDQ pages, or for the availability of the Barclaycard ePDQ site.

How we manage sessions

This e-Filing service can be used to populate/submit case information, through a user account that you create. When you are signed in, personal information about you may be visible to anyone with access to your computer. You stay signed in until you sign out, or until your session is timed out. This is in order to keep the e-Filing service secure.

Intellectual Property

All intellectual property rights in and arising from the e-Filing service, including all material published on it (unless uploaded by users (**User Material**)), including but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software are owned by, and shall vest automatically on creation in, HMCTS or its third party licensors (**HMCTS Material**). By continuing to use the e-Filing service, users acknowledge that such HMCTS Material is protected by applicable United Kingdom and international intellectual property law and other laws. All such rights are reserved. Subject to these terms and conditions, users may not reproduce, copy, modify, distribute, store or in any other fashion re-use HMCTS Material from the e-Filing service unless otherwise permitted by authorised representatives of the e-Filing service or unless given express written permission to do so by HMCTS.

In submitting User Material to the e-Filing service each user:

- grants to HMCTS a world-wide, irrevocable, non-exclusive, royalty-free, licence to use, copy, reproduce, transmit, publish and display by all means all or part of the User Material for the entire period of copyright in your material and all renewals, extensions or revival thereof in accordance with the records retention policies in each relevant jurisdiction;
- warrants that its User Material does not infringe the copyright or other intellectual property rights of any person or organisation, including the user having obtained all necessary rights in the material.
- warrants that its User Material complies with the content standards set out in these terms.

If users print, copy or download any part of the e-Filing service in breach of these terms of use, your right to use the e-Filing service shall cease immediately and you must at the option of HMCTS return or destroy any copies of the HMCTS Material.

Nothing contained in the site or referred to in the e-Filing service shall be taken, construed or considered as a grant of licence or right to use the trademarks of HMCTS or that of any third party displayed on the site without the permission of the respective owner(s).

Provision of e-Filing services

If there are any problems or errors with a user order, users should contact us as soon as possible to inform us of the mistake. HMCTS will exercise reasonable endeavours to ensure that any necessary corrections to the e-Filing services provided are made within 7 working days.

General

Nothing in these terms is intended to nor shall it confer any benefit on a third party whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

HMCTS's failure or delay to exercise or enforce any right in these terms of use does not waive HMCTS's right to enforce that right.

If any of these terms of use should be determined to be illegal, invalid or otherwise unenforceable under applicable law, then to the extent that term of use is illegal, invalid or unenforceable, it shall be severed and deleted from these terms of use and the remaining terms of use shall survive and remain in full force and effect and continue to be binding and enforceable.

These terms of use constitute the entire agreement between you (the User) and HMCTS in relation to your use of the e-Filing service, and supersede all previous agreements in respect of your use of the e-Filing service.

Law and Jurisdiction

These terms and any contractual or non-contractual obligations arising from or connected with them or the e-Filing service generally shall be governed by and construed in accordance with the laws of England and each of the parties irrevocably submit to the exclusive jurisdiction of the English courts.