FORS COLLISION MANAGER

Terms of Use

Contents

1. Definitions

FORS	Fleet Operator Recognition Scheme
WRRR	Work Related Road Risk
CLOCS	Construction Logistics and Community Safety
Incident	An accident or near miss
Portal	The FORS Manager website, database and all associated web based services and spreadsheets
Visitor	Anyone who accesses the portal who is not a registered user who has logged in
Registered company	A company registered and approved by the site administrator to use the restricted areas of the portal
Company administrator	A special registered user with the ability to add/remove/modify the registered users associated with their registered company
Registered user	A user approved to view a specific registered companies data set within the restricted areas of the portal
Subscribers	All registered users (regardless of their registered company)
Data set	All data submitted to the portal by subscribers, consisting of private data and shared data
Private data	All personal data is considered private
Shared data	All non-private data
Anonymised data	Shared data with references to the registered company and its assets removed
Company data	Additional data included in the portal by request of the registered company

2. Purpose of these Terms of Use

The purpose of these Terms of Use is to set out the conditions of use for **subscribers** to the FORS Collision Manager system.

FORS Collision Manager **subscribers** provide details of incidents from their company records for inclusion in the system.

Subscribers will be able to uploaded and submit information to the **portal** as and when the information becomes available.

The information will be categorised and analysed in order that the **portal** produces various outputs that will identify collision trends, causes and possible remedial action that can be implemented. It will also produce benchmarking information so that respective parts of industry can see how they are performing within their peer groups. The **portal** is designed so that company names and **private data** are not visible to anybody except the **registered users** associated with the **registered company** who provided the information.

3. How the data is stored and displayed

The **portal** will store and display **data sets** submitted by **subscribers** as well as additional information deemed useful by the **site administrator**.

The **data sets** submitted by **subscribers** are done so on a voluntary basis; there is no legal obligation for either party to share information.

A **registered company's data set** is submitted and maintained by its **registered users** and consists of **private data** and **shared data**.

All personal data is considered **private data** and will be <u>encrypted</u> by the system for added security. **Private data** includes names, dates of birth and contact details for drivers and members of the public involved in the **incident**. This data is <u>not mandatory</u> but is likely to assist the registered company in completing insurance claims should they be required. The only mandatory data required to enter/upload an **incident** is the **incident's** date.

When **shared data** is viewed by a **registered user** <u>from another company it is anonymised or hidden</u>.

Data sets are presented to **subscribers** in several forms:
- Summarised in tables
- Listed in detailed forms
- Plotted spatially on maps
- Within interactive graphs and reports
- As downloadable files

Appendix A identifies the data stored by the system and how this will be displayed to **registered users** not belonging to the **registered company**.

The **portal** provides a facility for a **registered company** to define and store a small amount of additional **company data**. This will be encrypted and hidden as identified in Appendix A.

A subscriber will become identifiable where they have referred to themselves by name within data that is not hidden/anonymised for example within the learning notes. You are strongly advised not to include your company's name where not explicitly requested for it.

4. Terms and conditions

4.1.   Means of transfer or access

The information will be shared via the **portal**, email or direct electronic transfer via software between FORS Collision Manager subscribers' named points of contact. The information being shared will be classified as 'Not Protectively Marked' as it will be sets of **anonymised data**.

4.2.   Permitted uses of the data

Who will have access to the information which is shared?

In addition to the sharing described in 'How the data is stored and displayed' authorised contractors working as TfL's agent will have full access to the **data sets** for the purpose of managing the **portal** and assisting in policy making.

For how long will the information be retained?

The **data set** will be held in the **portal** until such time as it is decommissioned. On decommissioning, the **data set** will be transferred to the **site administrator** (currently Sopra Steria Ltd), and will be held in accordance with its data management policies and procedures.

Subscribers are responsible for the accuracy of their **data set** and correction of any errors. The **site administrator** reserves the right to edit or remove erroneous data if it affects **portal** performance or is deemed inappropriate.

Registered users may delete **incidents** from their **registered company's data set**. These will be hidden but not removed from the **portal** in order to provide an audit trail and assist in recovering erroneously deleted **incidents.**

4.3. Privacy and sharing of your personal data

It is acknowledged that personal data will be processed and shared as set out in the FORS Privacy Statement, solely for the purposes of delivering the FORS Collision Manager system. The FORS Privacy Statement is the document of that name which is located at www.fors-online.org.uk/cms/privacy-statement and which sets out the minimum guidelines adopted by FORS for the collection, use, sharing, protection and other processing of personal data for the purposes of compliance with Data Protection Legislation. Data Protection Legislation" means:(a) 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 (the "General Data Protection Regulation"); (b) any other legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data; and (c) any statutory codes of practice issued by the Information Commissioner in relation to such legislation.

Reference is also made to other policies and procedures related to data protection which are located on the FORS website.

4.4.   Safety

Subscribers will not upload viruses or other malicious codes.

Subscribers warrant that they have relevant consents including, where required, the consent of any third parties prior to uploading the **data set** to the **portal**.

Subscribers will not post content or take any action that infringes or violates someone else's rights or otherwise violates the law.

When accessing the **portal** for **shared data** and information **subscribers** will not use it for any purpose other than the purpose intended. **Subscribers** will not sell or transfer the **shared data** outside their organisation.

The **site administrator** can limit **registered company's** access to the **shared data**. **Subscribers** will comply with all other restrictions notified by the **site administrator**.

The **site administrator** does not guarantee that access to the **portal** will always be free nor does it guarantee that the **portal** will be accessible 24/7.

4.5.   Termination

If **subscribers** breach the letter or spirit of this condition of use, or otherwise create risk or possible legal exposure, the **site administrator** can terminate access to **FORS Collision Manager** and deny the **subscriber** access to the **portal**. The **site administrator** will notify **subscribers** by email or at the next time the **subscriber** attempts to access their account.

4.6. Disputes

Subscribers will resolve any claim, cause of action or dispute (claim) arising out of or in connection with access to or use of the **portal** by arbitration. The forum of any such arbitration will be in London and the applicable law will be English law.

If anyone brings a claim against the **site administrator** related to the **subscriber's dataset**, actions, content or information on the **portal**, the **subscriber** will indemnify and hold the **site administrator** harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such a claim.

The **site administrator** is not responsible for the content or information other **subscribers** submit or share on the **portal**.

5. Disclaimer

The **site administrator** will try to keep the portal up, bug-free, and safe, but **subscribers** use it at their own risk. The **portal** is provided as it is without any express or implied warranties. The **site administrator** does not guarantee that the **portal** will always be safe, secure or error-free or that it will always function without disruptions, delays or imperfections. The **site administrator** is not responsible for the actions, content, information, or data of third parties, and the **subscribers** releases the **site administrator**, its directors, officers, employees, and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim **subscribers** have against any such third parties. All liabilities are excluded to the fullest extent permitted under the law of England and Wales.

6. Appendix A

When a **subscriber** provides data belonging to a **registered company** other than their own the data will be displayed as follows. Fields underlined are hidden from users not belonging to a subscriber's company and excluded from downloads. All shared data is presented in an anonymous format.

Private data: Encrypted	
Registered user	Phone number
Per Incident	Company Values 1 to 4, Vehicle Registration, Driver Name, Driver Date of Birth and 3 lots of Third Party data including Vehicle Registration, Name and Contact details 1-3
Shared data: Not encrypted	
Incident Details	Incident Ref No., Incident Date, Incident Time, Incident Type
Vehicle Details	Vehicle Registration No., Vehicle Foreign Registered, Vehicle Left Hand Drive, Vehicle Type, Vehicle Body Type, Vehicle Make, Vehicle Model, Registered Keeper of the vehicle, Accredited Quality Operation, No. Passengers
Vehicle Safety Features	Fitted and functioning correctly, Fitted and NOT functioning correctly, WRRR Compliant, Comments
Vehicle Movement	Vehicle Movement at Time of Collision/Near Miss, Vehicle Movement in Relation to Junction
Damage/Injury Details	Damage to Vehicle, Primary Area of Impact, Costs Incurred, Driver Injury
Driver Details	Licence Type, Licence Applicable, Other Licence Type, Eyesight, Seatbelt worn
Location	Location - Description, Latitude, Longitude, Prescribed route details
Road Details	Road Type, Road Features, Road Condition, Road Hazards, Road Speed Limit, Type Of Junction, Signage, Weather
Third Parties 1-3	Type, Injury, Movement, Location, Vehicle Make, Vehicle Model, Vehicle Colour, No. Passengers
Cause	Causality Description, Causality Category, Causality Sub Category, Party At Fault
Insurance	Claim Made, Claim Company, Claim Reference
Outcome	Remedial Action, Regulatory Activity, Regulatory Outcome