



## **Business Gateway Connection Terms and Conditions**

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## **Business Gateway Connection Terms and Conditions**

By making the Connection You are entering into an Agreement with the Registrar and agree to be bound by these Terms and Conditions.

The Agreement is personal to You and You may not assign it nor sub-contract or sub-license any of the rights granted in these Terms and Conditions.

The Registrar reserves the right to change any or all of these Terms and Conditions upon reasonable notice being given.

### **1 Definitions**

1.1 The following terms shall have the following meanings:

1.1.1 'Act' – the Land Registration Act 2002.

1.1.2 'Agreement' – the agreement between You and the Registrar under these Business Gateway Connection Terms and Conditions.

1.1.3 'Business Gateway Connection Terms & Conditions' – the terms and conditions set out here.

1.1.4 'Business Gateway' – Land Registry's XML machine to machine interface linking You to Land Registry Services.

1.1.5 'Conditions of Use' – Conditions of Use relating to access to Services as published on the Website.

1.1.6 'Connection' – Your connection to the Business Gateway using a mutual certificate-based SSL (Secure Sockets Layer) security protocol.

1.1.7 'Connection Charge' – an annual charge payable quarterly in advance together with VAT.

1.1.8 'Connection Date' – the date on which the SSL connection is established between Your system and the Land Registry's System.

1.1.9 'Equipment and or Software' – the equipment and or software which you are required to have in order to make the Connection and to obtain the Services.



1.1.10 'Fees and charges' – fees due under the Fee Order (current at the date of the request for the Service) and charges (including VAT) due under section 105 of the Act.

1.1.11 'Force Majeure' – any cause affecting the performance by a party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control.

1.1.12 'Land Charges Act and Rules' – the Land Charges Act 1972 and the Land Charges Rules 1974.

1.1.13 'Land Registry' – Her Majesty's Land Registry.

1.1.14 'Network' – the electronic communications network provided in accordance with section 92 of the Act.

1.1.15 'Network Access Agreement' – an agreement for the purposes of paragraph 1(1) of Schedule 5 to the Act.

1.1.16 'Registrar' – the Chief Land Registrar of Her Majesty's Land Registry or any other member of Land Registry who is authorised for the purpose by him.

1.1.17 'Rules' – any subordinate legislation made under the Act.

1.1.18 'Parties' – You and the Registrar.

1.1.19 'Security' – Land Registry's security requirements.

1.1.20 'SSL Certificate' – Secure Sockets Layer Authentication Certificate.

1.1.21 'Services' –

1.1.21.1 those services available to You through Your Connection in accordance with:

(a) the provision of the Act and Rules;

(b) any other services made available under section 105 of the Act,

(c) the Land Charges Act 1972 and the Land Charges Rules 1974 and

any provision which may directly or indirectly replace them, with or without amendment, and



- 1.1.21.2 any other services which the Registrar may from time to time provide to You from the Connection under the Act, Rules or the Land Charges Act and Rules made under that Act.
- 1.1.22 'System' – the Registrar's computer system which is used to access the Services.
- 1.1.23 'Technical Contact' – the person You have nominated to be Your Technical Contact who will be the sole point of communication for the Registrar for security purposes for the Connection.
- 1.1.24 'VAT' – Value Added Tax as the rate prescribed from time to time.
- 1.1.25 'Website' – The Land Registry Website.
- 1.1.26 'Working Day' – any Monday to Friday which is not Christmas Day, Good Friday or a day specified as or proclaimed to be a bank holiday in England and Wales in or under section 1 of the Banking and Financial Dealings Act 1971.
- 1.1.27 'You, Your' – the company, firm, partnership or sole trader who has entered into this Agreement to connect to Business Gateway.
- 1.2 References to specific enactments or rules include reference to those enactments or rules as amended, re-enacted or replaced from time to time.

## **2 Connection**

- 2.1 The Registrar will provide the Connection to Business Gateway to You provided You have complied with its requirements leading to the issue of an SSL Certificate and continue to comply with these Terms and Conditions.
- 2.2. The Connection Charge will be payable by You to the Registrar from the Connection Date.
- 2.3 You shall ensure that You have the Equipment and or Software to make the Connection. For the avoidance of doubt, the Registrar shall not have obligations or liability in respect of any defect or failure of Your Equipment and or Software on Connection.



2.4 Connection to Business Gateway shall be effected via the internet or such other electronic means of connection as may be reasonably required by the Registrar from time to time.

2.5 You shall ensure that the Equipment and or Software are used in such a manner as will not adversely affect or corrupt the Connection or the System.

2.6 You shall not:

2.6.1 use the Connection in any way that causes the Connection or the System to be interrupted, damaged or impaired in any way.

2.6.2 use or attempt to use any automated programme (including, without limitation, any spider or other web crawler) through the Connection to access the System, or to search, copy, monitor, display or obtain links to any part of the System provided through it, other than for obtaining individual services in connection with transactions.

2.6.3 use the Connection or permit it be used for any fraudulent or other unlawful purposes.

2.7 You will retain full and accurate records relating to Services requested through the Connection for a period of at least seven (7) years and shall permit the Registrar access to the records for the purpose of investigating individual Service requests and the terms of the Conditions of Use or Network Access Agreement under which they are provided, and compliance with this Agreement.

### **3 Connection Charge and Fees**

3.1 You shall pay the Connection Charge by the methods authorised by Land Registry [plus any interest (if demanded) accrued as a result of late payment] quarterly in advance on the following payment days:

1 January, 1 April, 1 July and 1 October of each year.

3.1.1 The first payment will become payable and will be apportioned from the Connection Date.

3.1.2 You shall pay interest (if demanded) at the rate of 4% above the Bank of England base rate from time to time on any Connection Charge not paid on the quarterly payment date.



3.2 The Registrar will provide You with quarterly statements of the Connection Charge payments made by You.

3.3 The Registrar may change the Connection Charge and will give You not less than two month's notice in writing of any such change.

3.4 You shall pay the Fees and charges for each Service requested through Your Connection payable in the manner prescribed by the Registrar.

3.5 If any payment of the Connection Charge or Fees and charges due to the Registrar is not paid on the date specified by the Registrar, then the Registrar may give written notice to You requiring the payment to be made within five (5) working days.

## **4 Security**

4.1 You will comply with the security requirements contained in the Network Access Agreement or the Conditions of Use whichever of these documents apply to You.

4.2 The SSL Certificate shall be considered a security measure. You will ensure it is handled so that no unauthorised connection to Business Gateway is permitted.

4.3 For the purposes of security, Land Registry will only communicate with the person You have identified as your Technical Contact in your Application Form for Connection to Business Gateway. Any request to change Your Technical Contact must be made to the Registrar in writing to Land Registry's point of contact as specified on Your application form for Business Gateway.

4.4 In the event that Your Technical Contact is a person representing You who is not part of Your organisation, You will ensure that in Your contract with them You require them to comply with condition 4.2.

## **5 Connection Suspension**

5.1 The Connection may be suspended temporarily and without notice in the case of system failure, urgent maintenance or repair or for reasons reasonably beyond the Registrar's control.



## **6 Exclusion and Limitation of Liability**

6.1 Nothing in these Terms and Conditions shall exclude or limit liability of the Registrar or You for:

6.1.1 for death or personal injury caused by its negligence or the negligence of its employees or agents; or

6.1.2 for fraud or fraudulent misrepresentations.

6.2 Subject to condition 6.1 the Registrar will not be liable to You or any other person for:

6.2.1 any loss or damage, direct, indirect or consequential, arising from any temporary interruption or suspension of the Connection;

6.2.2 any loss of actual or anticipated profits or savings, loss of business, loss of opportunity, loss or corruption of information, loss of contracts, or for any indirect or consequential loss, whether arising from negligence or breach of contract, or in any other way, even if he/she were notified of, or knew of the likelihood of, that loss or type of loss arising;

6.3 Without prejudice to conditions 6.1 and 6.2, the Registrar's liability in any one year for direct loss whether in contract, or tort, or arising in any other way, will not exceed the amount of the Connection Charge over the preceding three months.

6.4 You must give the Registrar written notification of any claim within one month of the incident to which the claim relates being first identified.

## **7 Force Majeure**

7.1 Neither You nor the Registrar shall be liable to the other for any loss caused or incurred by reason of any Force Majeure event. Notwithstanding the foregoing, You and the Registrar shall use reasonable endeavours to continue to perform, or resume performance of these Terms and Conditions for the duration of such Force Majeure event.



## **8 Disconnection**

8.1 The Registrar may at any time require You to disconnect the Equipment and or Software or any part or parts of it from the Connection if in the opinion of the Registrar, the Equipment and or Software is, or has been, the cause or contributory factor, or is likely to be the cause of failures, interruptions, errors or defects to the System.

8.2 The Registrar may disconnect Your Connection immediately in the following circumstances:

8.2.1 without notice, if a serious breach of security occurs. For this purpose a serious breach of security includes but is not limited to an act or failure to act which, in the opinion of the Registrar damages or threatens the security or integrity of the Connection.

8.2.2 without notice, if Your Equipment and or Software is or has been the cause of failures, interruptions, errors, or defects to the System.

8.2.3 where the Registrar is satisfied that urgent essential maintenance or repairs are necessary to the System.

8.2.4 if termination is applicable under Your Network Access Agreement. For the avoidance of doubt the Connection will not be disconnected during any suspension of services or termination pending appeal under Your Network Access Agreement.

## **9 Termination**

9.1 Either Party may end this Agreement by giving not less than three (3) written month's notice to the other.

9.2 The Registrar may end this Agreement at any time by written notice to You:

9.2.1 if You are in default of your obligations under these Terms and Conditions and, following written request, the default is not remedied within 30 days;

9.2.2 immediately if You are in material default of Your obligations and that default cannot be remedied.



- 9.3 The Registrar may end this Agreement immediately at any time by giving written notice to You if any of the following events occur:
- 9.3.1 You fail to pay the Connection Charge or Fees and charges to the Registrar within five (5) working days of written notice given under these Terms and Conditions;
  - 9.3.2 the presentation of any petition or the making of an application for the bankruptcy or winding-up of You or for the appointment of a receiver or an administrator;
  - 9.3.3 the taking of any step with a view to the voluntary winding-up of You;
  - 9.3.4 the appointment or purported appointment of a receiver, administrative receiver, administrator or similar person in respect of You;
  - 9.3.5 the service or filing of any notice by any person of intention to appoint an administrative receiver or administrator in respect of You;
  - 9.3.6 You becoming unable to pay Your debts within the meaning of section 123 Insolvency Act 1986 (company insolvency) (but as if in subsections (1)(e) and (2) of that section the words “it is proved to the satisfaction of the court that” did not appear);
  - 9.3.7 You being unable to pay Your debts within the meaning of sections 222 and 223 Insolvency Act 1986 as modified by the Insolvent Partnerships Order 1994 (insolvent partnerships);
  - 9.3.8 You appearing to be unable to pay or to have no reasonable prospect of being able to pay any debt as those expressions are defined in section 268 Insolvency Act 1986 (individual insolvency);
  - 9.3.9 the proposal for a voluntary arrangement in respect of You under Part I or Part VIII of the Insolvency Act 1986;
  - 9.3.10 the approval of a voluntary arrangement in respect of You under Part I or Part VIII of the Insolvency Act 1986;
  - 9.3.11 in the case of a sole trader, the making of any application in respect of You for an interim order under section 253 Insolvency Act 1986;
  - 9.3.12 the making of an application for a moratorium in respect of You under Part 1 and Schedule A1 of the Insolvency Act 1986;



9.3.13 Your dissolution or the publication in the London Gazette of a notice of prospective striking off pursuant to section 652 Companies Act 1985 (or section 1000 Companies Act 2006) or the making of an application by You for Your striking off pursuant to section 652A Companies Act 1985 (or section 1003 Companies Act 2006);

9.3.14 for the avoidance of doubt any of the events listed within this condition include any insolvency proceedings as defined in the Insolvent Partnerships Order 1994 or any order that amends or replaces it;

9.3.15 for the avoidance of doubt any event occurring in another jurisdiction which is similar to any of those mentioned here.

9.4 On the termination or ending of this Agreement the Registrar shall disconnect the Connection.

9.5 The termination or ending of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to You or the Registrar.

9.6 Upon termination of this Agreement for whatever reason You shall not have any right to a refund of the Connection Charge paid or due to be paid for any period.

## **10 Use of Information**

10.1 The Registrar may collect information about You:

10.1.1 to allow him to check Your financial standing;

10.1.2 to enable him to ensure that You are using the Connection in an appropriate manner and in compliance with these Terms and Conditions;

10.1.3 to be used for reporting and statistical purposes, and

10.1.4 for any other appropriate purpose or use including sharing information with other government departments and agencies or enforcement agencies.



## **11 Publicity**

11.1 You may not issue press releases or publicity expressly, or by implication, referring to Business Gateway without the written consent of the Registrar (such consent not to be unreasonably withheld).

## **12 Dispute Resolution**

12.1 Any disputes between You and the Registrar relating to these Terms and Conditions (including but not limited to either their interpretation or the performance of the services under them) will be initially dealt with by the respective operational points of contact elected by the Registrar and You.

12.2 In the case of any dispute remaining unresolved after discussions between and dealing by the respective points of contact for a period of five (5) working days it will be referred to the Commercial and Customer Strategy Director at Land Registry who shall be supported as necessary by advisors, for consideration and discussion. Should the matter remain unresolved for a further period of ten (10) working days the matter will be referred to the Director of Legal Services of Land Registry who shall have a further fifteen (15) working days to resolve the matter and if the matter is still unresolved then it may be referred to an expert to be agreed between the Parties.

## **13 Governing Law**

13.1 These Terms and Conditions are made under the Laws of England and Wales and come under the exclusive jurisdiction of the courts of England and Wales.

## **14 Notices**

14.1 Except as otherwise expressly provided within these Terms and Conditions all notices to be given under these Terms and Conditions shall be in writing and shall either be delivered personally or sent by first class prepaid post or by facsimile transmission or electronic mail and shall be deemed duly served:

14.1.1 In the case of notice delivered personally at the time of delivery.



14.1.2 In the case of a notice sent by first class prepaid post two (2) clear working days after the date of dispatch.

14.1.3 In the case of a facsimile transmission or electronic mail if sent during normal working hours then at the time of transmission and if sent outside normal working hours then on the next following working day.

14.2 Notices shall be sent to the addresses confirmed by the Parties when entering into these Terms and Conditions. Either party may change its address for service by serving a notice in accordance with this condition.

## **15 Waiver**

15.1 No failure or delay by either Party to exercise any right power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right, power or remedy under these Terms and Conditions.

15.2 Any waiver by either Party of any breach of any of the obligations of the other Party under these Terms and Conditions or otherwise shall not be a waiver of any continuing breach or of any other breach of any of those obligations.

15.3 A waiver of any right arising from a breach of these Terms and Conditions shall not constitute a waiver of any right or remedy arising from any other breach of these Terms and Conditions.

## **16 General**

16.1 The headings in these Terms and Conditions are for ease of reference only, and do not affect the interpretation or construction of these Terms and Conditions.

16.2 If any term or provision in these Terms and Conditions shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision to the extent required be severed from and deemed not to form part of these Terms and Conditions and the enforceability of the remainder of these Terms and Conditions shall not be affected.

16.3 The minimum period the Connection will be available will be the operating hours published by the Registrar, from time to time, for Business Gateway.



16.4 For the avoidance of doubt these Business Gateway Connection Terms and Conditions relate only to the Connection and not the Network or the Services obtained through the Connection. The Network Access Agreement applies to access to the Network and services obtained through the Network. The Conditions of Use and additional terms and conditions apply to access and use of Services obtained outside the Network.