

Land Registry



Version 2 02/02/2009

Full Network Access Agreement

Foreword

This network access agreement may be updated in accordance with the “Code of Practice: Changes to the Network Access Agreement and Technical Manual; Changes to the Signature Network Access Agreement”, as provided in clause 10.

Parties to this agreement

- 1 This agreement is made between
- (1) the Chief Land Registrar (“Registrar”)
- of: Service Access Team, Land Registry Customer Contact Centre, PO Box 569, Swansea, SA7 9FQ
- DX: DX 82805, Swansea 2
- Email: customersupport@landregistry.gsi.gov.uk
- and
- (2) _____ (“Subscriber”)
- of: _____
- DX: _____
- Email: _____

Particulars

- 2 Number of this agreement: _____
- 3 Date: _____

Definitions

- 4 Except as provided in clause 5, and unless the contrary intention appears in this agreement, expressions used shall have the meaning they bear in the Act and Rules.
- 5 In this agreement:
- Access Level**
means the category of role based access to the Network (as defined in the Technical Manual) that is allowed to each User
- the Act**
means the Land Registration Act 2002 as amended from time to time

Address for Service

has the meaning given by clause 118

Administrator

means the person nominated as Administrator from time to time pursuant to clause 28

Data Protection Legislation

means the Privacy and Electronic Communications (EC Directive) Regulations 2003 and the Data Protection Act 1998, and any subordinate legislation made, and codes of practice issued, under them

Date of commencement

has the meaning given by clause 7

Default notice

has the meaning given by clause 77

Fees and charges

means fees prescribed by an order made under section 102 of the Act, and charges due under section 92 and Schedule 5, paragraph 2, and section 105 of the Act

FOIA

means the Freedom of Information Act 2000 and any subordinate legislation made or codes of practice or guidance issued by the Information Commissioner pursuant to it

Land Registry Portal

means a web infrastructure providing a single point of access to all Land Registry services and information

Network

means the electronic communications network provided in accordance with section 92 of the Act

POCA

means the Proceeds of Crime Act 2002 or any statutory provision that replaces it

Rules

means any subordinate legislation made under the Act

Security Measures

means logon names, passwords, private keys used in relation to digital signatures and certificates, software, tokens or other measures provided by the Registrar from time to time to enable access to and use of the Network and services provided through the Network

Technical Manual

means the document (which forms part of this agreement) detailing system and security requirements and other technical aspects of the Network and services provided through the Network published from time to time by the Registrar. References to the Technical Manual mean the version as updated from time to time

Unfit Person

means a person whose behaviour, competence or qualifications are such that, in the opinion of the Registrar, it is inappropriate for him to have access to or use of the Network

User

means an individual who has been nominated by the Subscriber in accordance with clause 40 to use the Network on its behalf and the Administrator and any Deputy Administrator appointed pursuant to clauses 28 and 39 respectively.

Grant of right of access to the Network

- 6 The Registrar grants to the Subscriber and its Users the right of access to and use of the Network within their respective Access Levels on the terms of this agreement, during the hours of access published from time to time under clause 19, from and including the date of commencement on the terms of this agreement.
- 7 In this agreement, “date of commencement” means the date on which the Administrator is granted access to the Network pursuant to clause 31 or the date on which the Network is first made available by the Registrar to the Subscriber in accordance with the Registrar’s plan for the phased introduction of the Network, whichever is later.
- 8 The Technical Manual is incorporated into and forms part of this agreement as though fully set out in it.
- 9 It is a condition of this agreement that the Subscriber must comply with any rules for the time being in force under paragraph 5 of Schedule 5 to the Act (rules on how to go about network transactions).

Right to change the terms

- 10 The Registrar reserves the right (except to the extent that they may be prescribed by the Act or Rules) to change all or any of the terms of this agreement including the Technical Manual, provided that no changes will be made which are not also made to all other agreements in the same form as this one.
- 11 In making such changes, the Registrar will:
 - 11.1 abide by the Code of Practice: Changes to the Network Access Agreement and Technical Manual; Changes to the Signature Network Access Agreement, in force from time to time (“the Code of Practice”)
 - 11.2 except in cases of emergency, give not less than 15 business days notice of changes to be made, as provided in the Code of Practice
 - 11.3 publicise notice of the change by a bulletin on the Land Registry website and, where appropriate to the importance of the change, by other means such as those referred to in the Code of Practice.

In this clause, cases of emergency include, but may not be limited to, times when the Registrar is satisfied that changes

without notice are necessary to protect the security or integrity of the register, the Network, Land Registry Portal, or any other services offered by the Registrar. Other cases of emergency, while not being defined, must be of equal urgency and significance.

Term

- 12 This agreement comes into force on the date given in clause 3.
- 13 This agreement will automatically terminate on any of the following events:
 - 13.1 when the Subscriber, being an individual, dies or is adjudged bankrupt
 - 13.2 when the Subscriber is a partnership other than a limited liability partnership, on dissolution unless the dissolution is caused by a person ceasing to be a member of the partnership and the business of the partnership is continued by one or more of the partners, whether or not with a new partner
 - 13.3 when the Subscriber is neither an individual nor a partnership within clause 13.2, on dissolution
 - 13.4 when there has been no use of the Network pursuant to this agreement for a continuous period of one year at any time after the date of commencement.
- 14 This agreement can be terminated:
 - 14.1 by the Registrar under the provisions of the Act and Rules
 - 14.2 by the Subscriber at any time by notice to the Registrar in accordance with paragraph 3(1) of Schedule 5 to the Act.
- 15 The right of access to the Network ends on termination of this agreement.
- 16 On termination of this agreement, the Subscriber must return all articles constituting or containing Security Measures supplied under this agreement, if so required by the Technical Manual.

Registrar's obligations

- 17 The Registrar will provide the Subscriber with technical information and instructions to enable the Subscriber to gain access to and to use the Network and services provided through the Network, by means of the Technical Manual. The Technical Manual may include (but is not limited to) requirements relating to:
 - 17.1 minimum standards of electronic equipment
 - 17.2 minimum standards of security relating to the electronic equipment and the use of the Network
 - 17.3 procedures and systems to minimise the possibility of unauthorised access to the Network

- 17.4 procedures and systems to minimise the possibility of fraud and forgery in connection with the use of the Network and the use of electronic signatures
 - 17.5 the maintenance of adequate records of transactions effected electronically by means of the Network
 - 17.6 adequate arrangements for sending and receiving electronic messages and documents to ensure efficient processing of transactions using the Network
 - 17.7 arrangements for ensuring that messages and documents sent through the Network can be attributed to the sender
 - 17.8 the provision of information held by a Subscriber that the registrar may require to meet his obligations under the Rules and to monitor the use of the Network by the Subscriber.
- 18 The Registrar will:
- 18.1 keep the Technical Manual up to date and notify Subscribers of changes to it
 - 18.2 provide a help desk to assist the Subscriber and Users to understand the operational requirements adopted from time to time for the use of the Network and services provided through the Network
 - 18.3 comply with all statutory and regulatory requirements imposed on the Registrar regarding the implementation and functionality of the Network
 - 18.4 make available to the Subscriber such services relating to education and training in the use of the Network as he may think appropriate, and he may make reasonable charges for providing this service.

Availability of the Network

- 19 The Registrar may determine the hours of access to the Network and will publish these from time to time by notice.
- 20 The Registrar does not warrant that the Network will always be available to the Subscriber during the hours of access published under clause 19.
- 21 The Network will be available for reasonable continuous periods during the published hours of access.
- 22 The Registrar will use all reasonable endeavours to maintain the Network with the intention of making it available during the published hours of access.
- 23 The Registrar will use best endeavours to restore access to the Network as soon as possible in the event of an interruption or suspension in the availability of the Network.
- 24 Access to the Network may be denied, prevented or interrupted through circumstances beyond the control of the Registrar.

- 25 The Registrar may suspend without liability to any Subscriber the Network or any part of the Network:
- 25.1 where he is satisfied that this may be necessary to protect the Network, other users of the Network or the Registrar
 - 25.2 where he is satisfied that urgent essential maintenance or repairs are necessary which cannot reasonably be performed outside business hours
 - 25.3 on giving not less than one calendar month's written notice, where the Network cannot be provided due to events which include, but are not limited to reprogramming or office relocation, the suspension not to last longer than one week, or
 - 25.4 in the event of any occasion of Force Majeure including events of a type referred to in clause 27 which in the opinion of the Registrar renders the operation of all or part of the Network impossible or makes such operation impracticable or unsafe.
- 26 Where all or part of the Network has been suspended on any of the grounds in clause 25 the Registrar will send a notice of suspension by email or any other available means to all Administrators as soon as reasonably possible.

Force Majeure

- 27 Neither party will be liable for any delay in performing or failure to perform any of its obligations under this agreement caused by events beyond its reasonable control such as, but not limited to, any technical failure of all or part of the Network outside of the control of the Registrar and not caused by any default or negligence of the Registrar or the Subscriber in the operation of the Network, fire, flood, lockout, strike, industrial action, national calamity or riot, act of God, the enactment of any statute, regulation or rule in England and Wales or any other legally constituted authority, war or terrorist activity, civil commotion or malicious damage.

Administrator

- 28 The Subscriber will nominate an individual as Administrator to act on its behalf in relation to this agreement.
- 29 The Subscriber will notify the Registrar of the nomination of the Administrator and provide his name and contact details within two business days of the appointment.
- 30 The Registrar reserves the right to reject the nomination of a person as Administrator if the Administrator is an Unfit Person.
- 31 The Registrar will undertake any identity and security checks he deems necessary on the Administrator before granting the Administrator access to the Network.

- 32 The Administrator will undertake any competence training in the use of the Network and the role of Administrator as may be provided by the Registrar before making use of the Network.
- 33 The Registrar may terminate the access of the Administrator to the Network at any time if the Administrator is an Unfit Person or if, in the opinion of the Registrar, the Administrator is failing to carry out his responsibilities under this agreement.
- 34 If the Registrar rejects the nomination of a person as Administrator or terminates the access of the Administrator to the Network under clauses 30 and 33 respectively, the person concerned ceases forthwith to be the Administrator.
- 35 If any person ceases to be the Administrator in relation to the Subscriber, the Subscriber will nominate a new Administrator as soon as is practical, and notify the Registrar of the appointment within two business days.
- 36 The Administrator will be the first point of contact for the Registrar in relation to the obligations of the Subscriber under this agreement, but the Registrar may contact any partner, member, officer or employee of the Subscriber in addition to or instead of the Administrator if he thinks fit.
- 37 The Subscriber will ensure that the duties of the Administrator referred to in this agreement and the Technical Manual are properly performed.
- 38 The Administrator will:
 - 38.1 use the Network to notify the Registrar of the name and contact details and allocated Access Level of each User from time to time
 - 38.2 allocate the appropriate Security Measures to each User (except where such measures are allocated by Land Registry)
 - 38.3 use the Network to notify the Registrar forthwith if any person ceases to be a User, and
 - 38.4 perform the other duties of the Administrator as referred to in the Technical Manual.
- 39 The Subscriber may nominate a Deputy Administrator to assist or to act in place of the Administrator when the Administrator is not available or able to carry out his responsibilities and whenever a Deputy Administrator is so nominated clauses 29-34 inclusive and 38 of this agreement will apply to that nomination as if the words "Deputy Administrator" were substituted for "Administrator".

Users

- 40 Subject to clause 41, the Subscriber may nominate himself if the Subscriber is an individual and in any case such of its partners, members, officers, employees and such locums or consultants as are working for the Subscriber as it chooses to use the Network on behalf of the Subscriber and will allocate each of those so authorised an Access Level.

- 41 The Subscriber must not authorise anyone to use the Network on its behalf until such person has undergone a course of training on the use of the Network provided by or approved by the Registrar, if any, at the level of competence required. Such training will be at the expense of the Subscriber.
- 42 The Registrar reserves the right to refuse to allow access to the Network to any person notified to him as a User if the person concerned is an Unfit Person.
- 43 The Subscriber must not permit anyone to use the Network on its behalf until it has notified the Registrar that such person is a User and has supplied the details of such person as required by the Technical Manual.
- 44 The Subscriber must keep full and up-to-date records of each Administrator and User and the level of access they have to the Network and provide to the Registrar an up-to date list showing additions, deletions or other alterations of such records in the format reasonably required by the Registrar when so requested.
- 45 The use of the Network and services provided through the Network by all Users must be supervised by a qualified person (as defined in Schedule 1 of the Land Registration (Network Access) Rules 2008).
- 46 The Subscriber is responsible for the competence of Users in their use of the Network and services provided through the Network.
- 47 The Subscriber will ensure that Users use the Network and services provided through the Network in accordance with the terms of this agreement.
- 48 Access to the Network by a User using the Security Measures provided to the Subscriber is considered to be access by the Subscriber.
- 49 The Subscriber will ensure that Users undertake such further training at the expense of the Subscriber as may from time to time reasonably be required by the Registrar.

Fees and Charges

- 50 The Subscriber will pay all fees and charges incurred as a result of using the Network and services provided through the Network when they are due.

Security

- 51 The Subscriber and all Users will not disclose and will keep secure the Security Measures.
- 52 The Subscriber will not allow the Network to be used in such manner that an unauthorised person may gain access to it.

- 53 The Subscriber or Administrator may request revocation of any of the Security Measures.
- 54 Users may request revocation of their own Security Measures.
- 55 The Registrar reserves the right at any time to revoke the Security Measures being used by any User in order to protect the Network, other users of the Network, or Land Registry.
- 56 The Subscriber will:
 - 56.1 monitor compliance by each User with the terms of this agreement and immediately on becoming aware of any unauthorised use of or access to the Network or other breach of this agreement take all reasonable steps both to ensure that such person ceases such activity and to prevent any recurrence of it including where necessary by terminating a User's access to the Network
 - 56.2 notify the Registrar, as soon as practical, of any suspected infringement, breach or misuse of the Security Measures or any fault or defect in the Network or its services and take such reasonable action as the Registrar directs in relation to such infringement, breach, misuse, fault or defect
 - 56.3 co-operate fully with the Registrar in the diagnosis and cure of any such infringement, breach, misuse, fault or defect, and
 - 56.4 notify the Registrar of any information concerning a User that the Subscriber considers might cause the Registrar to vary Security Measures in relation to that person or to revoke their access to the Network.

Use of Network

- 57 The Subscriber agrees that when using the Network to conduct a transaction it will:
 - 57.1 comply with the system and security requirements and all other terms of the Technical Manual
 - 57.2 use any component provided within the Network for the electronic lodgement of Stamp Duty Land Tax returns and self-certificates when conducting transactions by means of the Network.
- 58 Users must not transmit across or submit to the Network any material, data or information that:
 - 58.1 infringes the intellectual property rights of any person
 - 58.2 is obscene, offensive, defamatory or
 - 58.3 breaches any statute, regulation or rule of law.
- 59 The Subscriber will observe and comply with:
 - 59.1 the rules for the time being in force in relation to money laundering under Part 7 of POCA, the Money Laundering Regulations 2007 or any statutory provisions that replace them

- 59.2 in the case of a transaction involving a charge, the requirements set out in the Lenders' Handbook of the Council of Mortgage Lenders, or the lender's mortgage instructions if different, in particular in relation to identification of signatories
- 59.3 any direction prepared and published by the registrar under section 100(4) of the Act.

If, prior to the conclusion of the transaction, the Subscriber becomes aware of any matters which would reasonably cause him to question the identity of the client or signatory of an electronic document established in accordance with any such rules, requirements and directions, the Subscriber will take such additional steps to verify the identity of the client or signatory as are reasonable in the circumstances before allowing the transaction to proceed.

- 60 The Subscriber will:
 - 60.1 use only a channel authorised by the Registrar to gain access to the Network
 - 60.2 not use or attempt to use any automated programme (including, without limitation, any spider or other web crawler) to access the Network or services provided through the Network, or to search, copy, monitor, display or obtain links to any part of the Network or services provided through it, other than an automated programme within a channel or case management system authorised by the Registrar.
- 61 The Subscriber will exercise all due skill and care and use reasonable endeavours to ensure that all information submitted by it to the Registrar at any stage of a network transaction is accurate and complete.
- 62 The Subscriber agrees that any use of the Network and services provided through the Network by a person using the Security Measures provided to the Subscriber, where such use is authorised by or is due to negligence or breach of this agreement by the Subscriber or a member of the Subscriber's staff, constitutes sufficient authority for the Registrar:
 - 62.1 to act on any enquiries, provide such information, update the register or to otherwise transact such dealings, with or under the instruction of that person and
 - 62.2 to charge for the use of the products and services associated with that use of the Network.
- 63 The Subscriber acknowledges that the Registrar has the right to monitor its use of the Network:
 - 63.1 for activities that may breach or have breached the Security Measures, this agreement, the Act and Rules, and other statutory provisions
 - 63.2 for the prevention and detection of fraud and forgery
 - 63.3 for the purpose of devising and providing education and training in relation to the Network
 - 63.4 for the purpose of managing Network transactions

- 63.5 for the purpose of analysis, development, testing and improving the operation of the Network and for developing, offering, arranging, managing and providing new products and services or undertakings by Land Registry.
- 64 The Subscriber acknowledges that:
 - 64.1 while this agreement subsists it prevails over the Land Registry Portal Conditions of Use, and any use by the Subscriber of Land Registry electronic services which would otherwise be subject to those Conditions of Use is carried out under the terms of this agreement, save where otherwise provided by statute or rules
 - 64.2 the provisions of Schedule 2 to the Land Registration Rules 2003 apply to applications made through the Network if so stated in a Notice made under that Schedule.
- 65 The Subscriber and any User will observe and comply with the terms of and any limitation contained in any current notice given by the Registrar under Schedule 2 to the Land Registration Rules 2003 relating to any service made available to the Subscriber or User through the Network including the facility to make certain applications by electronic means.

Electronic signatures

- 66 The Subscriber will apply or cause or allow to be applied only an electronic signature of a kind specified in the Technical Manual from time to time.
- 67 The Subscriber acknowledges that the validation by the Registrar of an electronic signature in an electronic document does not validate the contents of the document.

Retention of Records

- 68 In relation to transactions and applications for registration conducted through the Network the Subscriber must:
 - 68.1 retain the original or sufficient copy of any document on which the Subscriber relied when giving the Registrar a certificate for not less than 6 years from the date of the registration of a disposition or interest, except where the document is a document of public record of a kind specified in the Technical Manual
 - 68.2 retain the original or sufficient copy of any form of authority authorising a User to act as agent or attorney for a client for the purpose of electronically signing documents on their behalf for a period of not less than 6 years from the date of registration of a disposition or interest
 - 68.3 retain the original or sufficient copy of all evidence of identity of all clients or signatories of documents obtained in relation to a transaction in which the Subscriber acts for not less than 6 years from the date of registration of a disposition or interest

- 68.4 maintain an auditable system for the retention and retrieval of the documents and evidence retained pursuant to this clause and produce such documents and evidence to the Registrar if so requested during the time they are retained
- 68.5 make available to the Registrar such information as the Registrar may reasonably request for the purpose of carrying out his function as provider of the Network in accordance with the Act and Rules so far as it relates to the Subscriber's access to the Network or any transactions carried out by means of the Network.

Change in status of Subscriber

- 69 The Subscriber will notify the Registrar in writing as soon as practical if it ceases to meet any of the criteria to be met by an applicant for entry into a full network access agreement and of any changes in the information supplied to the Registrar as part of its application for a network access agreement.
- 70 The Subscriber must immediately notify the Registrar of the insolvency of the Subscriber, or any action to wind up the Subscriber, and in particular upon becoming aware of the occurrence of any of the following events (and for the purposes of this clause references to any of the events listed below includes any insolvency proceedings as defined in the Insolvent Partnerships Order 1994 or any order that amends or replaces it):
 - 70.1 the presentation of any petition or the making of an application for the bankruptcy or winding-up of the Subscriber or for the appointment of a receiver or an administrator
 - 70.2 the taking of any step with a view to the voluntary winding-up of the Subscriber
 - 70.3 the appointment or purported appointment of a receiver, administrative receiver, administrator or similar person in respect of the Subscriber
 - 70.4 the service or filing of any notice by any person of intention to appoint an administrative receiver or administrator in respect of the Subscriber
 - 70.5 the Subscriber becoming unable to pay its 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)
 - 70.6 the Subscriber being unable to pay its debts within the meaning of sections 222 and 223 Insolvency Act 1986 as modified by the Insolvent Partnerships Order 1994 (insolvent partnerships)
 - 70.7 the Subscriber 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)
 - 70.8 the proposal for a voluntary arrangement in respect of the Subscriber under Part I or Part VIII of the Insolvency Act 1986

- 70.9 the approval of a voluntary arrangement in respect of the Subscriber under Part I or Part VIII of the Insolvency Act 1986
- 70.10 in the case on a sole practitioner, the making of any application in respect of the Subscriber for an interim order under section 253 Insolvency Act 1986
- 70.11 the making of an application for a moratorium in respect of the Subscriber under Part 1 and Schedule A1 of the Insolvency Act 1986
- 70.12 the dissolution of the Subscriber or the publication in the 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 the Subscriber for its striking off pursuant to section 652A Companies Act 1985 (or section 1003 Companies Act 2006)
- 70.13 any event occurring in another jurisdiction which is similar to any of those mentioned in this clause.

Suspension of access

- 71 Subject to clause 72, the Registrar may suspend access to the Network by the Subscriber for so long as any fees or charges incurred under this agreement remain unpaid after having fallen due. The Registrar will end the suspension within two business days of payment of all sums due.
- 72 On or before the expiry of ten business days after the day on which access to the Network is suspended under clause 71, or, if earlier, before the expiry of five business days after the day he receives a written request from the Subscriber so to do, the Registrar must either end the suspension, or terminate this agreement or give notice of termination under rule 6(1)(a) or 6(1)(b) respectively of the Land Registration (Network Access) Rules 2008.
- 73 At any time before the ten business days referred to in clause 72 have expired the Registrar may at his discretion and with the agreement of the Subscriber extend the period of suspension to a specified date, on or before which the registrar must end the suspension, terminate this agreement or give the Subscriber notice of termination.
- 74 If the Registrar gives the Subscriber notice of termination pursuant to clause 72 or 73 the period of suspension will continue, if any fees or charges due from the Subscriber remain unpaid, until the expiry or withdrawal of the notice of termination, and for any period during which termination of this agreement is suspended under the Rules.
- 75 Subject to clause 76 the Registrar may suspend access to the Network by any User where:
 - 75.1 he is satisfied that this may be necessary to protect the Network, other users of the Network, applicants to Land Registry, or Land Registry, or

75.2 the User has not used the Network at any time within any continuous period of at least one year beginning not earlier than the date of commencement.

76 Where access to the Network by a User has been suspended in any of the circumstances set out in clause 75 and the Subscriber requests the Registrar in writing to end the suspension, terminate this agreement or give notice of termination under rule 6(1)(a) or 6(1)(b) respectively of the Land Registration (Network Access) Rules 2008, the Registrar must do one of those things before the expiry of five business days after the day the request is received by the Registrar.

Default notices

77 In the event of a breach by the Subscriber of any of the provisions of this agreement, the Registrar may give to the Subscriber a notice (a “default notice”):

77.1 requiring the breach to be remedied, or the Subscriber to take specified steps to avoid a further breach, or both, where the Registrar deems the breach can be remedied or

77.2 requiring the Subscriber to take specified steps to avoid a further breach where the Registrar deems the breach to be incapable of being remedied.

78 A default notice must be given to a Subscriber in accordance with the provisions for the giving of notice in Rule 9 of the Land Registration (Network Access) Rules 2008 or any statutory provision that replaces it.

79 The default notice must stipulate a time within which the breach is to be remedied or the specified steps are to be taken, being not less than 10 business days after the notice is given.

80 The Registrar may at his discretion and with the agreement of the Subscriber extend the time stipulated in the default notice at any time before the period specified in the default notice has expired.

81 Nothing in this clause requires the Registrar to give a default notice before taking action in respect of a breach.

82 Failure to comply with a default notice will allow the Registrar to terminate this agreement under the Rules.

Serious breach

83 A serious breach will allow the Registrar to terminate this agreement under the Rules.

84 A serious breach of this agreement includes but is not limited to:

84.1 an act or failure to act which, in the opinion of the Registrar, damages or threatens the security or integrity of the Network, information on the Network, the

- register, or other information kept by the Registrar in electronic form, or
- 84.2 the Subscriber giving a materially incorrect certificate to the Registrar in connection with a contract, disposition or application which has been or is being made using the Network.
- 85 An act or failure falling within clause 84.1 may be reported by the Registrar to the Information Commissioner's Office.

Data Protection

- 86 The Registrar may collect information about the Subscriber, Users or proposed Users:
- 86.1 to allow him to check the financial standing of the Subscriber
- 86.2 to facilitate access and use of the Network (if the Subscriber is approved as a Subscriber)
- 86.3 to enable him to ensure that any User is granted the appropriate Access Level
- 86.4 to be used by the Registrar for reporting and statistical purposes.
- 87 Such information may be collected:
- 87.1 directly from the Subscriber, User or proposed Users
- 87.2 from the Subscriber's staff
- 87.3 from credit reference agencies, or
- 87.4 from regulatory authorities.
- 88 Each party warrants that when using the Network:
- 88.1 it will fulfil and will continue to fulfil all of its obligations under applicable Data Protection Legislation in respect of the management and processing of personal data, and
- 88.2 it will not divulge the whole or any part of any personal data received by it to any person, except to the extent necessary for the proper performance of its obligations under this agreement or to comply with any legislation.
- 89 The Subscriber consents to the inclusion and publication of its name, address and contact details in any register of subscribers kept for purposes relating to the use of the Network.

Freedom of Information

- 90 In this clause "Information" has the meaning given to it under section 84 of the FOIA:

- 90.1 the Subscriber acknowledges that Land Registry is subject to the requirements of the FOIA and where appropriate will assist and cooperate with Land Registry to enable Land Registry to comply with its disclosure obligations
- 90.2 the Subscriber acknowledges that Land Registry may, acting in accordance with the code of practice made pursuant to section 45 of the FOIA, be obliged under the FOIA to disclose information
 - 90.2.1 without consulting the other party, or
 - 90.2.2 following consultation with the other party and having taken its views into account.

Rights of third parties

- 91 Apart from the Controller of the Office of Public Sector Information, a person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any terms of this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Intellectual Property Rights

- 92 The Subscriber will not infringe the Crown's copyright or other intellectual property rights or those of any other person in the Network.
- 93 The Subscriber must obtain the Registrar's written consent before reproducing and/or distributing any reproduction of any Land Registry documentation unless such reproduction and distribution is permitted by this agreement or is necessary for the progression and completion of a network transaction.

Limitation of liability

- 94 Subject to clauses 97 and 98, no member of Land Registry other than the Registrar and no agent of the Registrar will be liable for any loss or damage whatsoever or howsoever arising out of or in connection with this agreement or the use or availability of the Network.
- 95 By entering into this agreement with the Subscriber and making the Network available to the Subscriber the Registrar has not either directly or indirectly assumed any duty of care or contractual obligation to the clients or customers of the Subscriber or any other third party.
- 96 Nothing in this agreement affects the operation of any indemnity provisions set out in the Act or excludes or limits the Registrar's liability under the Act to provide statutory indemnity on any of the grounds set out therein in relation to the registration of land.

- 97 Nothing in this agreement excludes or limits any liability on the part of the Registrar, any other member of Land Registry or any agent of the Registrar for acts or omissions in bad faith.
- 98 Nothing in this agreement excludes or limits any liability on the part of the Registrar, any other member of Land Registry or any agent of the Registrar for death or personal injury caused by that person's negligent acts or omissions.
- 99 The Registrar will not be liable for:
- 99.1 any loss or damage resulting from the exercise of any right, remedy or discretion which the Registrar is entitled to exercise either under the terms of this agreement, the general law or any statutory provision
 - 99.2 loss or corruption of data or records held on the Subscriber's computing resources, computer hardware, software, and other information technology infrastructure
 - 99.3 the unauthorised alteration or modification of the whole or any part of the Network or the unauthorised combination of the Network with any other material or software by the Subscriber or any third party, including in particular but without limitation, any loss or damage of whatsoever nature caused by the introduction of a computer virus, worm or software to similar effect into the Network.
- 100 The Registrar will not be liable for any loss or damage caused by any failure by the Subscriber to comply with this agreement or with any legal or professional obligation except to the extent that the failure is caused by a breach of this agreement or breach of duty by the Registrar.
- 101 The Registrar will not be liable for any loss or damage caused to the Subscriber's system by any failure on the part of the Subscriber:
- 101.1 to provide and maintain effective up-to-date anti-computer virus measures
 - 101.2 to cease using any software or copies or components of the Network that have been withdrawn by the Registrar
 - 101.3 to use any modified version or new release of the software or copies or components of the Network issued by the Registrar to replace an earlier version or release.
- 102 In any case where the Registrar is liable for loss or damage arising out of or in connection with this agreement or the availability of the Network, then:
- 102.1 the Registrar will not be liable for any indirect, incidental or consequential loss or damage or special damages (including, without limitation, damages for harm to business, lost revenues or loss of profits) howsoever and whensoever arising, regardless of the cause of action, whether or not the Registrar had reason to know of or foresee such loss or damage and whether or not any breach of this agreement by the Registrar was sufficiently serious to discharge the Subscriber from his contractual obligations

102.2 the liability of the Registrar for loss and damage will be limited to costs and expenses arising directly from the breach of contract or duty

102.3 in any event:

102.3.1 the maximum amount recoverable from the Registrar in respect of loss or damage caused by a breach of this agreement and/or any actionable breach of duty by the Registrar will be £250. This limit will apply to the aggregate of recoverable direct losses incurred by reason of the breach of contract or duty in respect of all transactions affected by the breach

102.3.2 if the aggregate loss incurred by reason of a breach of this agreement and/or any actionable breach of duty by the Registrar in respect of all transactions affected by the breach is no more than £120 the Registrar will be under no liability in respect of that loss.

103 In no case will a claim for loss or damage be made by a Subscriber unless the Subscriber's aggregate loss incurred by reason of a breach of this agreement and/or actionable breach of duty by the Registrar exceeds a minimum of £120.

104 This agreement does not give rise to any liability which is excluded by paragraph 4 of Schedule 7 to the Act.

105 The Registrar is not liable for inaccurate information supplied through the Network except to the extent provided by Schedule 8 to the Act.

Liability of Subscriber

106 Subject to clauses 107 and 108 no User, other than a User who is the Subscriber or, where the Subscriber is a partnership other than a limited liability partnership, a member of that partnership, will be liable to the Registrar for loss or damage arising out of or in connection with this agreement or the use of the Network.

107 Nothing in this agreement excludes or limits any liability on the part of the Subscriber, any User, or any employee or agent of the Subscriber for acts or omissions in bad faith.

108 Nothing in this agreement excludes or limits any liability on the part of the Subscriber, any User or any employee or agent of the Subscriber for death or personal injury caused by that person's negligent acts or omissions.

109 Subject to clauses 111 to 113 the Subscriber will be liable for loss, damage, costs (including legal costs) and expenses suffered by the Registrar, and will be liable to indemnify the Registrar in respect of any liability to a third party incurred by the Registrar in consequence of:

109.1 the intentional, reckless or negligent misuse of the Network by the Subscriber, his agents or employees or

109.2 breach of this agreement by the Subscriber or

- 109.3 negligent acts, errors or omissions by the Subscriber, his agents or employees or
- 109.4 failure by the Subscriber to establish the true identity of his client or the signatory to an electronic document

except to the extent that the Registrar has contributed to the said loss, damage, costs or expenses or liability to a third party by his own breach of the agreement or negligent act or omission. In such event, the liability will be apportioned fairly between the Registrar and the Subscriber, having regard to their respective share in the responsibility for the loss.

- 110 The Subscriber is not liable for the misuse of electronic signatures issued by the Registrar unless any loss or damage arising from such use is attributable in whole or in part to any of the matters referred to in sub-clauses 109.1 to 109.4.
- 111 The Subscriber will not be liable to the Registrar for any loss or damage arising in consequence of any failure to establish the true identity of his client or the signatory to an electronic document provided that the following steps are taken by the Subscriber to satisfy himself as to the client's or signatory's identity, namely:
 - 111.1 the Subscriber has applied customer due diligence measures as required by the Money Laundering Regulations 2007 or any statutory provision that replaces or is made under them, and,
 - 111.2 in the case of a transaction involving a charge, the requirements set out in the Lenders' Handbook of the Council of Mortgage Lenders, or the lender's mortgage instructions, if different, and
 - 111.3 the Subscriber has complied with any direction prepared and published by the Registrar under section 100(4) of the Act, and
 - 111.4 if, prior to the conclusion of the transaction, the Subscriber becomes aware of any matters which would reasonably cause him to question the identity of the client or signatory established in accordance with those procedures, the Subscriber has taken such additional steps to verify the identity of the client or signatory as are reasonable in the circumstances before allowing the transaction to proceed.

This exclusion of liability will apply whether or not the client has signed an electronic document personally.

- 112 Where the Subscriber has enabled a third party to access a network transaction under a read-only network access agreement or a signature network access agreement, the Subscriber will not be liable for any loss or damage suffered by the Registrar or by any other third party resulting from that person's use of the Network pursuant to his own network access agreement, save to the extent that such loss or damage is attributable to negligence or breach of this agreement by the Subscriber.
- 113 In any case where the Subscriber is liable for loss or damage arising out of or in connection with this agreement or the use of the Network, then:

- 113.1 the Subscriber will not be liable for any indirect, incidental or consequential loss or damage or special damages (including, without limitation, damages for harm to business, lost revenues or loss of profits) howsoever and whensoever arising, regardless of the cause of action, whether or not the Subscriber had reason to know of or foresee such loss or damage and whether or not any breach of this agreement by the Subscriber was sufficiently serious to discharge the Registrar from his contractual obligations, and
- 113.2 the liability of the Subscriber for loss and damage will be limited to loss and damage arising directly from the matters set out in sub-clauses 109.1 to 109.4.

Waiver

- 114 Failure on the part of either party to enforce any of the terms of this agreement will not be construed as a waiver of such terms or a waiver of the right to enforce any of the terms of this agreement at a later time.
- 115 The termination of this agreement does not relieve either of the parties of their prior respective obligations or impair or prejudice their respective rights against the other if such obligations or rights arose prior to termination.

No Assignment

- 116 The Subscriber agrees:
- 116.1 not to grant any sub-license relating to the use of the Network under this agreement or any part of it
- 116.2 not to assign or charge or otherwise deal with this agreement in any way
- 116.3 not to delegate any duties or obligations arising under this agreement otherwise than as are expressly permitted under its terms.

Joint and several liability

- 117 Where the Subscriber is a partnership, the liability of the Subscriber is joint and several.

Address for Service

- 118 The addresses for service of the Registrar and the Subscriber are the postal address, box number at a United Kingdom document exchange or electronic address specified in clause 1 or (subject to clause 119) such other postal address, box number at a United Kingdom document exchange or electronic address of which they respectively notify each other from time to time.
- 119 Neither the Registrar nor the Subscriber may have more than three addresses for service at a time.

120 A document exchange address for service must be with a United Kingdom document exchange with which arrangements exist between Land Registry and a service provider, and an electronic address must be of a type specified in the Technical Manual.

Relevant Law

121 This agreement is to be governed by English law. All disputes arising under it will be subject to the jurisdiction of the courts of England and Wales.

122 If any provision in this agreement is held to be unenforceable for any reason it will not affect the enforceability of the rest of the agreement.

123 It is agreed and declared that neither the Subscriber, nor Users, are agents or representatives of Land Registry.

124 This agreement and the Technical Manual form the entire agreement between the parties.

Signed (1) _____

Print name _____
(on behalf of the Registrar)

Signed (2) _____

Print name _____

Position _____

(duly authorised to sign on behalf of the Subscriber)

For alternative formats please contact
the customer contact centre on
0844 892 1111

Issued by Land Registry Corporate
Marketing Services July 2008

© Crown copyright 2008 Land Registry