

Contract is dated [redacted] [date of final signature]

and is between HM Land Registry (LR), (acting by the Chief Land Registrar)  
32 Lincoln's Inn Fields, London WC2A 3PH

and [redacted] If customer is a company should also include company registration  
number [redacted] ("Customer")

## Introduction

This Contract is for the provision of Commercial Services, including Information, ("Services") by HM Land Registry ("Land Registry") as set out in Schedule 1. Such Services are supplied on an arms length commercial basis.

The purpose of this Contract is to set out your and our obligations and to provide the framework both for the payment by you and for the delivery and use of the Information and for Services supplied by us under this Contract.

We reserve the right to exploit our Information (which is Crown copyright or other right of the Crown) ourselves by such means as we think fit, including, without limitation, by licensing.

## Definitions

In this Contract, the terms below have the following meanings:

Contract	This Contract including the schedules.
Parties	Land Registry and Customer
Crown copyright	As defined in the Copyright Designs and Patents Act 1988, the Copyright Act 1956 and the Copyright Act 1911.
Confidential Information	Confidential Information means the terms of this Contract together with all information in respect of a Party including, without limitation, any ideas; business methods; finances; prices; business; financial; marketing development of manpower plans; customer lists or details; computer systems or software; products or services; relationships with actual or potential clients or suppliers and any other information which, if disclosed, would be liable to cause harm to a Party.
Information	Our information as defined in the appropriate part(s) of Schedule 1 whether in electronic format or hard copy.
Intellectual Property Rights	Copyright, patent, trade mark, design right, database rights, know how, broadcast rights, and

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all other similar rights anywhere in the world, whether or not registered, including applications for registration of any of them.

Price	The amount payable by you for the provision of the Information set out in Schedule 1.
Permitted use	Set out in Schedule 1.
Services	The services that we supply to you indicated as “yes” in Schedule 1.
Term	The period during which we agree to provide each of the services set out in Schedule 1. Unless otherwise specified in a Service Specific Schedule the term of each service shall be continuous unless terminated sooner by either party under clause 10.1. Where more than one service is provided under this contract, then for the avoidance of doubt this Contract will continue in full force and effect in relation to each service which is ongoing notwithstanding that our obligation to provide any specific service may be terminated earlier as provided in the Service Specific Schedule subject to clause 10.1.
Our, us and we	HM Land Registry
Register	The register of title kept by us
Start date	Date of contract unless otherwise specified in Schedule 1.
You, your	Customer
Service Specific Schedule	The specific service or services set out in Schedule 1.
Spatial and Non Spatial data Services	The services defined in Schedule 1.

## 1. The Service

1.1 In consideration of you paying to us the Price, we will provide you with the Information and/or Services for the Term.

1.2 Subject to clause 10, we reserve the right at any time, to suspend the Services for the purposes of repair, maintenance or support, or if there is or

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we believe there to be, any fault in the Services or in any system used by you.

- 1.3 You accept that it may be necessary to upgrade or change the format of delivery of the Services during the Term. We will endeavour to provide at least one (1) months notice of any proposed format change.

## **2. Change Control**

- 2.1 Either party may request a change to the Service(s) which must be effected by notice in writing to the other party who shall advise whether they agree to the request.
- 2.2 If agreement is reached by both Parties, an addendum to the Contract shall be raised and signed by both Parties.

## **3. Service Levels**

- 3.1 All Services are provided on a reasonable endeavours basis.
- 3.2 Customer acknowledges that our primary function is to deliver our statutory services and that there may be occasions when the Services which are the subject of this Contract have to be suspended in order for us to meet our statutory obligations. No compensation or damages shall be due to Customer under such circumstances. Should such circumstances occur we will make reasonable endeavours to keep Service disruption to a minimum. No payment shall be due from Customer to us for Services suspended during such a period.

## **4. Service Delivery**

- 4.1 Data Files supplied by Land Registry will, unless specifically detailed in the Service Specific Schedule, be encrypted using 128-bit (or higher) AES encryption whether sent by e-mail, disk or other means. The specific implementation of this encryption will be a 128 or 256-bit AES encrypted WinZip 9.0 or later compatible file.
- 4.2 Passwords to allow decryption will be issued only to an identified person at an organisation via plain text e-mail, separate to any files that are being issued. These e-mails will contain no indication as to what service or encryption standard the password relates.
- 4.3 The identified person for Customer is:  
  
Name:  
Email address:  
Telephone:

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- 4.4 A request from a customer to change any of the following elements of the e-mail security system
  - 4.4.1 a) e-mail address to which the file will be delivered
  - 4.4.1 b) new encryption password to be issued
  - 4.4.1 c) change of identified person for passwords (name and/or e-mail address)must be submitted in writing by the customer representative signing this contract
- 4.5 We will use reasonable endeavours to change the relevant details as soon as possible within 5 days from receipt of the notification.
- 4.6 If Land Registry change the e-mail security system to protect either data or systems we will notify you as soon as possible but cannot be held liable for any disruption to the service while this occurs.
- 4.7 All documentation relating to a change requests will be stored by Land Registry

**5. Warranties**

- 5.1 We will use reasonable skill and care in the provision of the Services, but we do not warrant that the Information will be fit for your particular purpose nor do we warrant the completeness or accuracy or error free nature of any Information.
- 5.2 We do not represent or warrant that you will have uninterrupted access to the Services nor that errors in the Information will or can be rectified.
- 5.3 We exclude all other warranties whether express or implied by statute or otherwise, so far as the law allows. However nothing in these conditions affects the statutory rights of a consumer.
- 5.4 Both Parties warrant that for the duration of this Contract, that they shall comply with all applicable laws, rules, policies and procedures when performing their obligations under this Contract.

**6. Period**

This Contract is for the Term.

**7. Grant of Licence and Proprietary rights**

- 7.1 Material produced by officers or servants of the Crown in the course of their duties is protected by Crown copyright. Copyright can also be assigned or transferred to the Crown. Her Majesty The Queen is the first owner of all Crown copyright.

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- 7.2 Her Majesty The Queen also owns the database rights in Crown-produced databases under the Copyright and Rights in Databases Regulations 1997 (SI 1997/3032).
- 7.3 The Controller, head of Her Majesty's Stationery Office (HMSO), has been appointed by Her Majesty The Queen to control and administer Crown-owned copyright and Crown database rights on Her behalf.
- 7.4 We operate under a Delegation of Authority from the Controller for issuing licences for Crown copyright material produced by us.
- 7.5 Any licence granted by this Contract applies only to Information protected by Crown copyright and supplied by us.
- 7.6 For the avoidance of doubt, this Contract confers or grants, to you or any third party user of the Information, no Intellectual Property Rights in the Information.
- 7.7 Under this Contract and in consideration of the payment by you of the Price we grant you a non-exclusive, non-transferable, revocable licence in the form set out in Schedule 1 and for the Permitted use set out in Schedule 1.
- 7.8 All proprietary rights in the Information and Services are subject to Crown copyright protection. You will not acquire nor will you attempt to register any Intellectual Property Rights in the Information. You may view, print and use the Information we provide solely for the Permitted Use, but any other proposed use of the Information requires a separate copyright licence from us the grant of which shall be at our sole discretion.
- 7.9 "Land Registry" and its associated logos are registered trademarks of HM Land Registry. You do not have the right to use or reproduce these without our prior written authorisation.
- 7.10 Nothing in this Contract operates to grant or transfer the copyright or any other Intellectual Property Rights in the Information, or in any software, software tools, design concepts, know how, techniques or systems which we use in producing the Information and providing the Services the ownership of which remains absolutely with us (on behalf of the Crown).
- 7.11 You will give us all reasonable assistance, including access to all relevant records and files to enable us to obtain, defend and enforce the proprietary and Intellectual Property Rights in the Information and the Services.
- 7.12 You will use reasonable endeavours to ensure that you have in place adequate security measures to safeguard the Information and Services from unauthorised access to the Services or use of the Information by any person. You must notify us immediately if you learn of any unauthorised use of the Information and or Services by anyone or of any actual or potential infringement of our Intellectual Property Rights in the Information and or

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Services. You will permit us to check at any time that the access and use of the Information or Services is in accordance with these conditions.

- 7.13 You must require any contractor or agent doing work for you that involves access to the Information to delete it from their records on termination of their contract with you.

## **8. Restrictions on use**

- 8.1 Publication (or other disclosure) of the Information provided under this Contract is not permitted unless expressly specified as a Permitted Use in Schedule 1. Where publication is authorised under this Contract then whenever and however you publish the Information, you will identify its source and feature the appropriate copyright statement set out in Schedule 1;
- 8.2 You will ensure that you do not use the Information in a way which is inconsistent with English or European Union Law including without restriction the provisions of the Data Protection Act 1998, the Human Rights Act 1998 or the Freedom of Information Act 2000;
- 8.3 You will not present out-of-date Information as being current nor will you present Information in any manner which might mislead the reader;
- 8.4 You will not use the Information for the purpose of direct marketing, advertising or promoting a particular product or service, or in a way which could imply endorsement by us or any government department, or in any possible way which could affect the integrity of the Register kept by us or our reputation of any of our existing services and any existing contractual commitment or generally in a manner which is likely to mislead others.

## **9. Prices, Invoice and Payment Arrangements**

These are set out in Schedule 1. All prices will be reviewed in September of each year for implementation from the following 1<sup>st</sup> January. Customers have the right to terminate in accordance with clause 10.1 should the revised prices not be acceptable. Where services involve a subscription the invoice for this element shall be raised on the signature of this Contract. Otherwise invoices shall be raised on delivery of the Services. All prices are subject to VAT. Payment is strictly 30 days net. Spatial and Non Spatial Data and Requisition Report Services will not be provided until payment for the said Services is received.

Payment may be made by credit card, cheque or BACS.

Land Registry reserves the right to introduce alternative methods of payment.

Any cheques must be made payable to HM Land Registry and sent to Accounts Receivable, Land Registry, 32 Lincoln Inn Fields, London WC2A 3PH.

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You shall be liable to pay interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 on any payment or amount overdue.

**10. VAT**

All payments will be subject to VAT at the appropriate rate.

**11. Suspension and Termination**

11.1 Either party may terminate this Contract by giving three months notice in writing to the other party.

11.2 Notwithstanding anything else contained in this Contract we may, at our option, either suspend or terminate the Services immediately if:

10.2.1 You fail to pay any amount which is due for payment under this Contract.

10.2.2 You commit any other material breach of this Contract and, in the case of a breach which is ongoing and capable of being remedied, have failed within 7 days after a written request by us, to remedy the breach.

10.2.3 You have a receiver or administrative receiver or liquidator or trustee in bankruptcy appointed over you or any part of your undertaking or assets, or a resolution for your winding up is passed, if a court of competent jurisdiction makes an order to that effect, or if you become insolvent or subject to an administration order, or if you enter into any voluntary arrangement with your creditors, or if you cease or intend to cease to carry on business.

10.3 Any suspension of the Services on our part will not prejudice our right to terminate the Services later for the same or a different reason.

10.4 In the event of termination of this Contract for whatever reason you will remain liable to pay any portion of the Price that remains unpaid relating to the Information or Services delivered, together with any expenses we have reasonably incurred or have agreed to incur in connection with any work done or to be done for you.

10.5 Termination or expiry of the Services for any reason will not entitle you to any refund of Price nor will it affect any accrued rights or liabilities of either party nor will it affect the coming into force or the continuance in force of any of these conditions which is expressly, or by implication, intended to come into or to continue in force on or after termination or expiry.

10.6 We reserve the right to terminate this Contract at any time by giving you 28 days notice in writing if the Information Commissioner or other competent authority notifies us that the Information should not be provided in its current form. In that event, we will use our reasonable endeavours to provide the

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Information in an alternative form acceptable both to either the Information Commissioner or other competent authority, and to you.

- 10.7 Unless provided for otherwise in Schedule 1 upon termination however effected or upon expiry, you must immediately destroy all Information supplied to you by us under the terms of this Contract and supply us with a certificate verifying the destruction.

## **11. Liability**

- 11.1 Neither party's liability is excluded or limited by this Contract:

11.1.1 For death or personal injury caused by its negligence or the negligence of its employees or agents; or

11.1.2 For fraud or fraudulent misrepresentations; or

11.1.3 For breach of clause 14

- 11.2 We do not accept any liability for any losses incurred by you or any third party as a result of your or their reliance on the Information provided to you. We will not be liable for 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 we were notified of, or knew of the likelihood of, that loss or type of loss arising.

- 11.3 Without prejudice to clauses 4.3, 11.1 and 11.2, our liability for direct loss whether in contract, or tort, or arising in any other way, will not exceed 100% of the amount you have paid to us over the preceding three months or which is payable to us for that part of the Services or Information from which your claim for loss arises, whichever is the lesser.

- 11.4 You will keep us fully and effectually indemnified against all actions, claims, proceedings, costs and/or damages together with all reasonable legal costs or expenses that we incur as a result of contracting with you, including any claims made by third parties against you or us or paid by you to compromise or settle any claim made by a third party based on your use of the Information.

- 11.5 You will keep us fully informed of any changes to the contact point set out in clause 20.2 or to your name or address.

- 11.6 Any claim under clause 11.1, 11.2 or 11.3 must be notified to us within one month of the incident to which the claim relates being first identified.

## **12. Force Majeure**

No failure or omission by either you or us to comply with the terms of this Contract shall give rise to any claim as a breach of this Contract if such failure or omission

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arises from something reasonably beyond your or our control. Notwithstanding the foregoing, each party shall use reasonable endeavours to continue to perform its obligations under this Contract for the duration of such force majeure event.

### **13. Assignment and sublicensing**

You may not assign this Contract nor the licence granted by it nor sub-contract or sub-license any of the rights granted in it.

### **14. Confidentiality**

14.1 Each party agrees to maintain as confidential and not to use or disclose to any third party any Confidential Information derived from the other party without the consent of the other party except where such use is strictly necessary for the proper performance of this Contract.

14.2 The obligations as to confidentiality in this Contract will not apply to any information which:

14.2.1 is available to the public other than because of any breach of this Contract; or

14.2.2 is, when it is supplied, already known to whomever it is disclosed in circumstances in which they are not prevented from disclosing it to others; or

14.2.3 is independently obtained by the recipient in circumstances in which they are not prevented from disclosing it to others; or

14.2.4 is required to be disclosed by law or by any court or tribunal with proper authority to order its disclosure or by any of Customer's or Land Registry's regulators or equivalent body.

14.3 The obligations under clause 14.1 shall survive for a period of 5 years from the expiration or termination of this Contract.

### **15. Dispute resolution**

15.1 Subject always to clause 10, disputes between the Parties relating to this Contract (including but limited to either its interpretation or the performance of services under it) will initially be dealt with by the respective operational points of contact.

15.1.1 In the case of any dispute remaining unresolved after discussions between and dealings by the respective points of contact for a period of five (5) working days it will be referred to the Head of Commercial Services at the 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 Deputy Chief Executive of the

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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.

15.1.2 If the Parties cannot agree on an expert to act within ten (10) working days of the date of a written request to appoint an expert (Resolution Notice) such independent expert will be appointed by the President for the time being of The Law Society in the application of either party. Any person to whom a reference is made under this procedure will act as an expert and not as an arbitrator. The Parties agree that the decision of the expert will be final and binding on the Parties.

15.1.3 In this regard, should the Parties at any stage of the proceedings wish to consider the possibility of resolving the dispute, or certain issues, by alternative procedures (including but not limited to mediation) they may request the expert to adjourn or stay the proceedings and to give appropriate directions if required. The expert will enquire at the first management meeting and any subsequent management meeting afterwards whether any possibilities exist for the settlement of the dispute, or some part of it, or whether the Parties wish to consider resolving the dispute, or certain issues, by alternative procedures.

15.2 The time limits on reaching conclusions for each of the above stages may be extended by mutual agreement to be evidenced in writing. Such extension will not prejudice the right of either party to proceed to the next stage of the dispute procedure.

## **16. Governing law**

This Contract is made under the Laws of England and Wales and comes under the exclusive jurisdiction of the courts of England and Wales.

## **17. Third Party Rights**

Except as expressly stated in this Contract, nothing in this Contract shall confer on any third party other than the Controller of Her Majesty's Stationery Office any:

17.1 benefit or right to enforce any term of this Contract;

17.2 third party rights nor Intellectual Property Rights in the Information;

## **18. Notices**

Except as otherwise expressly provided within this Contract all notices to be given under this Contract 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 :

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

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

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.

## 19. Waiver

- 19.1 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 this Contract.
- 19.2 Any waiver by either party of any breach of any of the obligations of the other party under this Contract or otherwise shall not be a waiver of any continuing breach or of any other breach of any of those obligations.
- 19.3 A waiver of any right arising from a breach of this Contract shall not constitute a waiver of any right or remedy arising from any other breach of this Contract.

## 20. General

- 20.1 Except where otherwise provided, notices under this Contract shall be sent to:

you at [REDACTED]  
Telephone: [REDACTED] Fax: [REDACTED] e-mail: [REDACTED]

us for the attention of:  
The Commercial Services Team, Land Registry, Birkenhead (Old Market) Office, Hamilton Street, Birkenhead, Merseyside, CH41 5FL.  
Telephone: 0151 473 6137 Fax: 0151 471 0151  
e-mail: Commercial.Services@landregistry.gsi.gov.uk

Points of Contact: us: Account Manager [REDACTED]  
you: (Job title) [REDACTED]

- 20.3 This Contract supersedes any prior correspondence, arrangements and understandings between you and us and constitutes the entire Contract between you and us relating to the Information and the Services. This Contract prevails over any terms or conditions that you seek to introduce that are not expressly contained here.
- 20.4 Time will not be of the essence in respect of the Information and Services provided under this Contract.

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20.5 The headings in this Contract are for ease of reference only, and do not affect the interpretation or construction of this Contract.

20.6 If any term or provision in this Contract 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 this Contract and the enforceability of the remainder of this Contract shall not be affected.

On behalf of [REDACTED]

Signed by [REDACTED]

Date [REDACTED]

Name in block capitals [REDACTED]

Position / Job title [REDACTED]

On behalf of HM Land Registry

Signed by [REDACTED]

Date [REDACTED]

Name in block capitals [REDACTED]

Job title [REDACTED]

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