

(April 2011)

Standard Terms and Conditions for Land Registry Add Value Services and products.

These terms and conditions will apply to each contract for Add Value products and services unless otherwise specified or varied by the contract.

1. Definitions

The following terms shall have the meanings set out below unless the contrary intention appears:

Contract Schedule[s]	The Contract Schedule[s] for the Service[s] which incorporates these terms and conditions (as may be varied by the Contract Schedule) forms the contract.
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; blueprints, 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 Contract Schedule whether in electronic format or hard copy.
Intellectual Property Right	Copyright, patent, trade mark, design right, database rights, know how, broadcast rights, and all other similar rights anywhere in the world, whether or not registered, including applications for registration of any of them.
Parties	Land Registry and the customer as specified in the Contract Schedule.

Price[s]	The amount payable by you for the provision of the Information supplied under the Service[s] set out in relevant Contract Schedule[s] for the Service[s]
Permitted use	As specified (if applicable) in the Contract Schedule[s].
Service[s]	The service or services that we supply to you as set out in the Contract Schedule or Schedules or any additional services required by you from time to time.
Term	The period during which we agree to provide each Service. Unless otherwise specified to the contrary in the Contract Schedule[s] the term of each Service shall be ongoing unless terminated sooner by either party in accordance with these Terms and conditions. Where more than one Service is provided then for the avoidance of doubt the Contract Schedule[s] for the remaining ongoing Services will continue in full force and effect unless terminated as set out here.
Terms and conditions	The terms and conditions set out here (as amended from time to time) are deemed to be incorporated and form part of the Contract Schedule[s]
Land Registry, our, us and we	HM Land Registry
Start date	Date specified in the Contract Schedule[s]
You, your	The customer specified in the contract Schedule[s]

We reserve the right to change any or all of or vary these Terms and conditions on reasonable notice.

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

2.The Service

2.1 Subject to the rights to terminate set out here, we reserve the right at any time to:

2.1.1 suspend the Service[s] for the purposes of repair, maintenance or support in our systems, or if there is or we believe there to be, any fault in the Service[s] or in any system used by you;

2.1.2 review and revise the Service[s].

2.2 You accept that it may be necessary for us to upgrade or change the format of delivery of the Service[s] during the Term. We will endeavour to provide at least one (1) month's notice of any proposed format change.

3.Variation / Addition of Services

3.1.1 In the event that You want us to supply additional services to those agreed to be provided as at the date of the Contract Schedule[s], You may request a change by giving notice in writing to us of your request defining the additional service. We will use reasonable endeavours to address your request and agree supplemental terms for the supply of the additional services.

3.1.2 If agreement is reached the Parties will enter into a further Contract Schedule for the additional service which shall be signed by both Parties.

3.2 For the avoidance of doubt, these Terms and conditions (subject to any variation provided by the Contract Schedule) will apply to any subsisting Service[s] from time to time supplied by us.

4. Service Levels

4.1 Service[s] is provided on a reasonable endeavours basis and we will use reasonable skill and care in the provision of the Service[s].

4.2 You acknowledge that our primary function is to deliver our statutory services and that there may be very rare occasions when the Service[s] has to be suspended or delayed or modified in order for us to meet our statutory obligations. No compensation or damages shall be due to You 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 You to us for any Service[s] suspended during such a period.

4.3 You accept that the Information supplied by us may be encrypted depending on the nature of the Information and Service[s]. The Contract Schedules[s] sets out the details if applicable.

5. Operating hours and response times.

5.1 These are set out in the Contract Schedule[s] if applicable

6. Warranties

6.1 We do not represent or warrant that:

6.1.1 the Information will be fit for your particular purpose nor do we warrant the completeness or accuracy or error free nature of any Information.

6.1.2 all relevant Information in which You are interested in will be reported or supplied in the Information.

6.1.3 You will have uninterrupted access to the Service[s] nor that errors in the Information will or can be rectified.

6.2 We exclude all other warranties whether express or implied by statute or otherwise, so far as the law allows.

6.3 It is agreed that for the duration of the Contract Schedule[s] each party will shall comply with all applicable laws, rules, policies and procedures when performing their respective obligations under the Contract Schedule[s].

7. Proprietary rights

7.1 For the avoidance of doubt, no Intellectual Property Right in the Information is conferred or granted to You or any third party users of the Information.

7.2 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 Service[s].

7.3 You will use reasonable endeavours to ensure that you have in place adequate security measures to safeguard the Information and Service[s] from unauthorised access to the Service[s] 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 Service[s] by anyone or of any actual or potential infringement of our Intellectual Property Rights in the Information and or Service[s]. You will permit us to check on reasonable notice that the access and use of the Information or Service[s] is in accordance with these conditions.

8. Restrictions on use

8.1 In addition to any specific provisions in the Contract Schedule[s], 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. You acknowledge and accept that we may disclose

information in relation to the Contract Schedule[s] to comply with our obligations under the legalisation stated with out your consent

8.2 You will not present out-of-date Information as being current nor will You present Information in any manner which might mislead the reader;

8.3 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 to represent to the public that You have an arrangement or official partnership with us in relation to the Service[s] or the Information or supply of it 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 and Payment Arrangements

9.1 You will pay the Price for the Service[s] as set out in the respective Contract Schedule[s]. All prices will be regularly reviewed each year. We will give three months notice in writing of the revised prices to You. You have the right to terminate in accordance with these Terms and conditions should the revised prices not be acceptable.

9.2 Payment will be made by credit card, cheque or BACS. We reserve the right to introduce alternative methods of payment including payment by variable direct debit. All prices are subject to Value Added Tax and payment is strictly 30 days net of the date of the invoice unless otherwise specified in the Contract Schedule[s].

9.3 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. Suspension and Termination

10.1 Either party may terminate the Contract Schedule[s] by giving three months notice in writing to the other party.

10.2 Notwithstanding anything else contained in the Contract Schedule[s] we may, at our option, either suspend or terminate the Service[s] immediately if:

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

10.2.2 You commit any other material breach of the Contract Schedule[s] 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.

10.2.4 Your use of the Information or potential use is outside Permitted Use specified.

10.3 Any suspension of the Service[s] on our part will not prejudice our right to terminate the Service[s] or any of them for the same or different reasons.

10.4 In the event of termination of the Contract Schedule[s] for whatever reason You will remain liable to pay any portion of the Price that remains unpaid relating to the Information or Service[s] 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 Service[s] 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 the Contract Schedule[s] or any of them if there is more than one Service at any time by giving you 14 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 Information in an alternative form acceptable both to either the Information Commissioner or other competent authority, and to You.

10.7 Upon termination however effected or upon expiry, You must immediately destroy all Information supplied to You by us (including any contractor) and supply us with a certificate verifying the destruction.

11. Liability

11.1 Neither party's liability is excluded or limited:

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 misrepresentation; or

11.1.3 For breach of confidentiality set out here.

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 our rights under the Contract Schedule[s] or these Terms and conditions 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 Service[s] or Information from which your claim for loss arises, whichever is the lesser.

11.4 Unless specifically mentioned otherwise in the Contract Schedule 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, or to your name or address as specified in the set out in Contract Schedule[s].

11.6 Any claim under this clause must be notified to us within one month of the incident to which the claim relates being first identified.

12. Force Majeure

12.1 No failure or omission by either You or us to comply with these Terms and conditions or Contract Schedule[s] shall give rise to any claim as a breach of contract if such failure or omission arises from something reasonably beyond your or our control. Notwithstanding the foregoing, the Parties shall use reasonable endeavours to continue to perform their respective obligations under these Terms and conditions and the Contract Schedule[s] for the duration of such force majeure event.

13. Assignment and sublicensing

13.1 You may not assign the Contract Schedule[s] 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 the Contract Schedule[s].

14.2 The obligations as to confidentiality will not apply to any information which is:

14.2.1 available to the public other than because of any breach of these Terms and Conditions and Contract schedule; or

14.2.2 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 independently obtained by the recipient in circumstances in which they are not prevented from disclosing it to others; or
14.2.4 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 this provisions shall survive for a period of 5 years from the expiration or termination of the Contract Schedule[s] or each of them.

15. Freedom of Information Act 2000

15.1 We are under a duty to comply with the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. It is acknowledged that we may disclose any information in order to comply with any legislation including the Freedom of Information Act 2000 and Environmental Information Regulations 2004 or order of court without obtaining your consent. You will assist and cooperate with us to enable us to comply with these information disclosure requirements.

16 Privacy Statement

16.1 We may collect and use the information about you
16.1.2 to allow us to check your financial standing
16.1.3 to enable us to ensure that you use the Information in an appropriate manner
16.1.4 for reporting and statistical purposes and
16.1.5 for any other appropriate purpose or use including sharing, checking and verifying the information with other government departments and agencies, law enforcement agencies or other relevant organisations and bodies. By providing the information you will be indicating your agreement to us processing your information in this way.

17. Third Party Rights

17.1 Except as expressly stated in this Contract Schedule[s] nothing in these Terms and conditions or the Contract Schedule[s] shall confer on any third party other than the Controller of Her Majesty's Stationery Office any:

17.1.1 benefit or right to enforce any of the terms;
17.1.2 third party rights nor Intellectual Property Right in the Information;

18. Notices

18.1 Except as otherwise expressly provided within the Contract Schedule[s] all notices to be given under the Contract Schedule[s] 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 :

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

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

18.4 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.

18.5 Except where otherwise provided, notices to us should be sent for the attention of:

The Business Development Fulfillment Team, Land Registry,
Birkenhead, Rosebrae Court, Woodside Ferry Approach, Birkenhead,
Merseyside, CH41 6DU.

Telephone: 0151 473 6137 Fax: 0151 471 0151

e-mail: Commercial.Services@landregistry.gsi.gov.uk

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 Schedule[s].

19.2 Any waiver by either party of any breach of any of the obligations of the other party under this Contract Schedule[s] 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 contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract Schedule[s].

19.4 Time will not be of the essence in respect of the Information and Service[s] provided under the Contract Schedule[s].

19.5 If any term or provision in these Terms and Conditions and Contract Schedule[s] 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 Schedule[s] and the enforceability of the remainder of this Contract Schedule[s] shall not be affected.

20. Governing law

The Contract Schedule[s] is made under the Laws of England and Wales and comes under the exclusive jurisdiction of the courts of England and Wales.