

This Contract is dated[*date of final signature*]

and is between HM Land Registry, (on behalf of the Chief Land Registrar) 32 Lincoln's Inn
Fields, London WC2A 3PH
Telephone: 020 7331 8328 Fax: 020 7917 5934

and [*Insert name and address of licensee*]

1 Introduction

- 1.1 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 Land Registry Information supplied by us under this Contract.
- 1.2 We reserve the right to exploit Land Registry Information ourselves by such means as we think fit, including, without limitation, by licensing.
- 1.3 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 copyrights.
- 1.4 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).
- 1.5 The Controller of Her Majesty's Stationery Office (HMSO) has been appointed by Her Majesty The Queen to control and administer Crown-owned copyrights and Crown database rights on Her behalf.
- 1.6 We operate under a Delegation of Authority from the Controller to license the Crown copyright material that we originate. The Controller has awarded us IFTS status in recognition of our policies of openness, transparency and even handed dealing.
- 1.7 The licence granted by this Contract applies only to information protected by Crown copyright that we supply to you.
- 1.8 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 defined in Schedule B.

2 Definitions

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

Contract This Contract including the annexes.

Crown copyright As defined in the Copyright Designs and Patents Act 1988, the Copyright Act 1956 and the Copyright Act 1911.

IFTS status	The Information Fair Trader Scheme, an accreditation scheme managed by HMSO, requiring those accredited to commit to fair trader principles with supporting verification and complaint processes
Information	Our information as defined in Schedule B attached whether in electronic format or hard copy.
Intellectual Property Rights	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.
Charges	The amount payable by you for the provision of the Information set out in Schedule A attached.
Permitted use	Set out in Schedule C attached
Services	The services that we provide to you comprising the provision of Information in the form set out in Schedule B attached.
Term	The period during which we agree to supply you the services set out in Schedule A attached.
[Website	The website created by you, the domain name of which is
Visitors	Users of the Internet who visit the Website.]
Product	Your product or products as set out in Schedule B attached.
[End-users	Users and subscribers who access electronic, hardcopy or digital versions of the Product.]
[End-user licence	A document which sets out how End-users may access the content of electronic or hardcopy versions of the Product.]
Our, us and we	HM Land Registry
Start date	As given in Schedule A attached.
[You, your]

3 The Services

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

3.2 Subject to clause 12, we reserve the right at any time, to suspend the Services

3.2.1 (subject to giving reasonable notice) for the purposes of repair, maintenance or support, or

3.2.2 immediately, in the event of any actual or suspected breach by you of any term of this Contract or if there is or we believe there to be, any fault in the Services or in any system used by you

3.3 You accept that it may be necessary to upgrade or change the format of delivery of the Services during the Term.

4 Warranties

4.1 We will use all 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.

4.2 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.

4.3 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 Period

This Contract is for the Term.

6 Grant of Licence and Proprietary rights

Under this Contract and in consideration of the payment by you of the Charges we grant you a non-exclusive, non-transferable, revocable licence for the Permitted Uses set out in Schedule C.

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.

“Land Registry” and its logos are registered trademarks of HM Land Registry. You do not have the right to use or reproduce them without our prior written authorisation.

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).

You will give us reasonable assistance, including unlimited 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.

You will 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 Services by anyone or of any actual or potential infringement of our Intellectual Property Rights in the Information and or 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 Your Obligations

- 7.1 Whenever and however you publish the Information, you will identify its source and feature the appropriate copyright statement, alternatives of which are set out in Schedule B;
- 7.2 You will ensure that you do not use Information in a way which is inconsistent with the provisions of the Data Protection Act 1998, the Human Rights Act 1998 or the Freedom of Information Act 2000;
- 7.3 You will not present out-of-date Information as being current;
- 7.4 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 or any of our existing services and any existing contractual commitments or generally in a manner which is likely to mislead others;

8. Charges

These are set out in Schedule A.

9. VAT

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

10. Invoice and payment arrangements

- 10.1 You may pay by cash, by card, by BACS or by cheque.
- 10.2 We will send you an invoice for the amount that you are due to pay to us.
- 10.3 All Information must be paid for in advance. No Information will be supplied until payment is received.
- 10.4 You must pay all invoices within 28 days of the invoice date.

10.5 Cheques should be made payable to 'HM Land Registry' and sent to:

The Chief Cashier
HM Land Registry
Lincoln's Inn Fields
London
WC2A 3PH

Telephone Enquiries
About payment: 020 7166 4470

Telephone Enquiries
About the service: 0151 473 6008
020 7166 4253

11 Forms and formats of delivery

We have the right to change the form or format in which the Services and/or any update of the Information is provided, but we will give at least one (1) month's notice of any proposed format change.

12 Termination

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

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

12.1.2 You commit any other 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.

12.1.3 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.

12.2 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.

12.3 If we terminate the Services you will remain liable to pay any portion of the Charges which remain unpaid relating to the remainder of the term, together with any expenses we have incurred or have agreed to incur in connection with any work done or to be done for you.

12.4 Termination or expiry of the Services for any reason will not entitle you to any refund of Charges 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.

- 12.5 You have no right to terminate this Contract or cancel the Services unless we agree to your request in writing and upon such terms as we may agree and any refund of Charges in these circumstances will be entirely at our discretion.
- 12.6 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 best endeavours to provide the Information in an alternative form acceptable both to either the Information Commissioner or other competent authority, and to you.
- 12.7 Upon termination however effected or upon expiry, you must immediately destroy all Information supplied to you by us and under the terms of this contract and supply us with a certificate verifying the destruction.

13 Liability

- 13.1 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.
- 13.2 Without prejudice to clauses 4.3 and 13.1, our liability for direct loss whether in contract, or tort, or arising in any other way, will not exceed 200% of the amount you have paid to us or which is payable to us for that part of the Services from which your claim for loss arises.
- 13.3 You will keep us fully and effectually indemnified against all actions, claims, proceedings, costs and/or damages together with all 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.
- 13.4 You will keep us fully informed of any changes to the contact point given in Schedule A or to your change of name or address.

14 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 arises from something reasonably beyond your or our control.

15 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.

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 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 General

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

- You at the address specified in Schedule A.
- Us at 32 Lincoln’s Inn Fields, London WC2A 3PH

18.2 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.

18.3 Time will not be of the essence in respect of the Services provided subject to this Contract.

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

Signed by Date

Name in block capitals ALISON DRAPER
On behalf of HM Land Registry

Signed by Date

Name in block capitals

Job title

for [insert name of Licensee]

Schedule A

Term

12 calendar months

Start date

.....[date of final signature]

End date

.....

Payment details

You will be charged an annual subscription of £2,750 plus vat. In addition you will be charged £0.0015 plus vat per address update supplied, for each product that incorporates the data (with a minimum payment of £50). Postage and packing will be extra.

Example

For an annual licence covering 4 products:

Subscription		£2,750
100,000 address updates	£ 150	£ 600

Point of contact:

[To be completed by licensee]

Initialled:

Initialled:

Schedule B

Copyright statement

You must acknowledge that the Information is Crown Copyright protected and shall ensure that the following notice is displayed wherever the Information appears:

Source acknowledgement : [Information] produced by Land Registry

© Crown copyright material is reproduced with the permission of Land Registry. This material was last updated on It covers the period from to .

- (a) **Permitted Use.** Viewers of this Information are granted permission to access this Crown copyright material and to download the Crown copyright material onto electronic, magnetic, optical or similar storage media provided that such activities are for private research, study or in-house use only. Any other use of the material requires the formal written permission of Land Registry which can be requested from Land Registry at Lincoln's Inn Fields, London, WC2A 3PH.
- (b) **Restricted Use.** Viewers must not copy, distribute, sell or publish any of the Crown copyright material.

Copyright statement for Product

You must acknowledge that the Information is Crown copyright protected and shall ensure that the following notice is displayed on the Product wherever the Information appears;

Source acknowledgement: [Information] produced by Land Registry.

© Crown copyright material reproduced with the permission of Land Registry. This material was last updated on It covers the period from to .

Restricted Use. Users of this product must not copy, distribute, sell or publish any of the Crown copyright material without the formal permission of Land Registry.

Additional information *Where appropriate*

Information

The following data:

price paid, deed date, postcode, property type, new build or not, tenure, PAON, SAON, street, Locality (if available), town, district, county, for residential property sales in England & Wales and lodged with Land Registry for registration.

Frequency of updates

Monthly throughout the term

Initialled:

Initialled:

LR Ref:

Product(s) *your product(s) details*

Initialed:

Initialed:

Schedule C

Grant

This licence grants you the following non-exclusive rights

- *To reproduce the Information in a computer-readable form on your Website;*
- *to link your Website to the Internet so that it may be accessed by your Visitors;*
- *to charge your customers for access to the Information*
- *to reproduce the Information in your Products, if any, listed in Schedule B;*
- *to sell any of your Products through resellers or agents;*
- *to publish the Information in your reports and your hardcopy publications.*

Users of your product are granted permission to access this Crown copyright material and to download it onto electronic, magnetic, optical or similar storage media provided that such activities are for private research, study or in-house use for non-commercial purpose only. Any commercial use of the material requires the formal written permission of Land Registry which can be requested from Land Registry at Lincoln's Inn Fields, London, WC2A 3PH.

Initialled:

Initialled: