



July 2009

Version 2 05/07/2009

1 Definitions

1.1 The following terms shall have the following meanings:

- 1.1.1 'Act' – the Land Registration Act 2002 as amended from time to time.
- 1.1.2 'Authorised person' – a person who has been authorised by You to use the Services on Your behalf.
- 1.1.3 'Conditions of Use' – are the terms and conditions set out here.
- 1.1.4 'Data' – the data and information used in connection with the Services and held as part of the Database (including data added to the Database by using the Services).
- 1.1.5 'Database' – the Registrar's database on which is stored the Data, together with other data which You are not entitled to access.
- 1.1.6 'Equipment and or Software' – the equipment and or software which You are required to have in order to access the Services and which is capable of communicating with the System.
- 1.1.7 'Fees and charges' – means fees due under the current Fee Order and charges (including Value Added Tax) due under section 105 of the Act.
- 1.1.8 'Registrar' – the Chief Land Registrar of Her Majesty's Land Registry or any other member of Land Registry who is authorised for the purpose by him.
- 1.1.9 'Land Registry' – is Her Majesty's Land Registry.
- 1.1.10 'Network Access Agreement' – an agreement for the purposes of paragraph 1(1) of Schedule 5 to the Act.
- 1.1.11 'Rules' – any subordinate legislation made under the Act.
- 1.1.12 'Services' –
 - 1.1.12.1 those services available to a person through his or her remote terminal from the System in accordance with:
 - (a) the provisions of the Act and Rules,
 - (b) any other services made available under section 105 of the Act,
 - (c) the Land Charges Act 1972 and the Land Charges Rules 1974and any provisions which may directly or indirectly replace them, with or without amendment, and
 - 1.1.12.2 any other services which the Registrar may from time to time provide to You from the System under the Act, Rules or the Land Charges Act 1972 and rules made under that Act, and
 - 1.1.12.3 any services other than those listed above which the Registrar may from time to time provide to You from the System including but not limited to Guide to services, list of services and fees, list of completed services.
- 1.1.13 'System' – the Registrar's computer system and website which is a gateway to the Services.

- 1.1.14 'UserID'– a UserID, UserIDs, logon names, PIN, passwords or other measures allocated to You from time to time by the Registrar to enable access to and use of the Services.
 - 1.1.15 'You, Your' – the company, firm, partnership, or private citizen who uses the System to access the Services and Data.
- 1.2 References to specific enactments or rules include reference to those enactments or rules as amended, re-enacted or replaced from time to time.

2 Connection and use of Equipment and Software to access the Data

- 2.1 You shall ensure that you have the Equipment and or Software to obtain access to the System so that You are able to use the Services. For the avoidance of doubt, the Registrar shall not have obligations or liability in respect of any defect or failure of the Equipment and or Software or access to the System.
- 2.2 Access to the System shall be effected via the internet or such other electronic means of access or communication as may be reasonably required by the Registrar from time to time.
- 2.3 The Registrar may at any time require You to disconnect the Equipment and or Software or any part or parts thereof from accessing the System if in the opinion of the Registrar the Equipment and or Software is or has been the cause or contributory factor or is likely to be the cause of failures, interruptions, errors or defects in the System or the Database.
- 2.4 You shall ensure that:
- 2.4.1 the Equipment and or Software is used in such a manner as will not adversely affect or corrupt the System software or any other software which may be used by the Registrar or used in the System or any information on the Database and
 - 2.4.2 the Equipment and or Software is not used to access or retrieve any part of the Database which is not part of the Data.

3 Your Obligations

- 3.1 Where the Data are supplied within the meaning of section 67 of, and Schedule 8 to, the Act any manipulation of the Data by You or any Authorised person howsoever caused may render the protection given by section 67 of, and Schedule 8 to, the Act inoperable.
- 3.2 You shall not:
- 3.2.1 use the System in any way that causes the System or access to it to be interrupted, damaged or impaired in any way
 - 3.2.2 use or attempt to use any automated software agents (including without limitation, any screen scraper, spider or other web crawler) to access the System or to search, copy, monitor, display or obtain links to any part of the System
 - 3.2.3 use the System to copy the Data and information for display on any other website

- 3.2.4 attempt to rectify or permit any person (not authorised by the Registrar) to rectify any fault or inaccuracy in the Data, System or Database
 - 3.2.5 otherwise tamper with or attempt to make any deletions, additions, notifications, adjustments or alterations to any of the Data, System, Services or Database
 - 3.2.6 allow any unauthorised person to have access to the System and or use the Services via Your Equipment and or Software
 - 3.2.7 use the Data and information to represent to the public that You have an arrangement or official partnership with Land Registry in relation to either the use of the Data and or information or the supply of it
 - 3.2.8 use the System for any fraudulent or other unlawful activity, or
 - 3.2.9 infringe the Crown's copyright or other intellectual property rights or those of any other person in the Data, System or Database.
- 3.3 You 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 under these Conditions of Use.

4 UserID and access to the System

- 4.1 You shall ensure that each Authorised person:
- 4.1.1 has and uses their individual UserID, and
 - 4.1.2 has been properly trained to use the Equipment and/or Software to obtain the Services.
- 4.2 You shall not allow:
- 4.2.1 simultaneous access to the System using the same login,
 - 4.2.2 the transfer or sharing of a UserID, or
 - 4.2.3 another person to access the Services via a UserID of an Authorised person who has left You.
- 4.3 You shall notify Land Registry immediately:
- 4.3.1 if a UserID, and/or password—
 - 4.3.1.1 becomes known to an unauthorised person, or
 - 4.3.1.2 is no longer to be used by the person to whom it was allocated.
- 4.4 You shall monitor compliance with these Conditions of Use by each Authorised person and on becoming aware of any unauthorised use of or access to the System or use of the Services or other breach take reasonable steps to ensure that such person ceases such activity and prevent a recurrence of it.
- 4.5 If a UserID has not been used to gain access to the System for a period of one year, the Registrar may cancel that UserID without giving prior notice to You.

5 Fees and charges

- 5.1 You shall pay all Fees and charges when they are due by the methods authorised by Land Registry for the Services used by You and each Authorised person or by any other person via Your Equipment and or Software.
- 5.2 You agree that Regulation 9 and 11 (certain information to be supplied by the service provider where an order is placed for

electronic services) of the Electronic Commerce (EC Directive) Regulations 2002 as amended from time to time will not apply.

6 Remedies

- 6.1 If You or any authorised person do not comply with these Conditions of Use or any of them, the Registrar may, at any time take such action as is necessary including suspending and or cancelling one or more including all the UserIDs. The Registrar reserves the right to cancel your UserID at any time if he has reason to suspect use of the system for fraudulent or other unlawful activity.
- 6.2 The Registrar and Land Registry may monitor Your use of the Services to verify that You are not accessing and using the Data and information for the purposes described and prohibited by clause 3.

7 Exclusion and limitation of liability

- 7.1 Neither the Registrar nor any third party shall be liable for any loss or damage, direct, indirect or consequential, arising from any interruption temporary or otherwise in the availability of the System or accessibility of the Services or Data.
- 7.2 This condition shall not affect Your entitlement to indemnity under the provisions of section 103 of, and Schedule 8 to, the Act.

8 Use of information

The Registrar may collect information about You and each Authorised person:

- 8.1 to allow him to check Your financial standing
- 8.2 to enable him to ensure that You are using the System in an appropriate manner
- 8.3 to be used for reporting and statistical purposes, and
- 8.4 for any other appropriate purpose or use including sharing information with other government departments and agencies or enforcement agencies.

9 General

- 9.1.1 The Services referred to in clause 1.1.12.1 (a) may only be available through the System during the currency of a notice given by the Registrar under the relevant Rules and are subject to the provisions of the relevant notice, Rules and any direction given under section 100(4) of the Act.
- 9.1.2 The other Services referred to in clause 1.1.12 will be available through the System on such additional terms as may be provided from time to time by the Registrar.
- 9.2 The Registrar reserves the right to change any or all of the Conditions of Use or the specification for the Equipment and/or Software on reasonable notice.
- 9.3 For the avoidance of doubt, these Conditions of Use do not apply to a Network Access Agreement.

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

Issued by Land Registry
Corporate Marketing Services
July 2009

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