



Customer reference number
(office use only)

Version 2.0 08/07/08

Access to cancel registered charges

(Lender only)

1. Parties

This document constitutes an arrangement between the Chief Land Registrar (“the registrar”)

of 32 Lincoln’s Inn Fields, London WC2A 3PH

and (“the lender”)

of [address details]

It is not a contract nor is it legally binding. However, nothing contained in this document shall replace or detract from the statutory duties of either party.

2. Purpose

This Memorandum of Understanding (MOU) establishes an arrangement between the registrar and the lender which is effective when signed by the parties. Its purpose is to form a common approach and a basis for establishing an efficient working relationship between the two parties to deal with electronic cancellation of entries relating to registered charges at the earliest date following redemption. It is evolutionary in nature and therefore subject to change and amendment as working practices and agreements develop between the parties.

3. Service

The registrar will provide a service enabling the lender to create electronic applications (known as e-DS1 applications) to cancel entries relating to registered charges from the register.

The lender will identify the charge to be removed from the register before confirming completion of the application.

The registrar will, if required, provide information from the system in order to help the customer identify the correct charge.

4. Registrar responsibilities

4.1 The registrar has already received and accepted an application for portal services from the lender and will be responsible for providing the service referred to above as an additional service required by the lender. If portal access ends for any reason, this service will automatically cease.

4.2 The registrar will provide the lender with a business role with authority for e-DS1 applications.

4.3 The registrar will provide a customer contact centre to support this service.

The registrar will promptly act upon information supplied by the lender under paragraph 5.2.4 by updating the system.

5. Lender responsibilities

The lender:

5.1 Acknowledges that it has read the portal *conditions of use* and will comply with them. They are incorporated into and form part of this MOU as though fully set out in it and a full copy is available on Land Registry's website at www.landregistry.gsi.gov.uk

5.2 Undertakes and agrees:

5.2.1 to provide clear and accurate information when making applications

5.2.2 to make e-DS1 applications no later than [three] working days after receipt of all moneys required to redeem registered charges

5.2.3 not to abuse the system in any way and to use it solely in connection with e-DS1 applications

5.2.4 to supply information to the registrar about any name change required to update the system to enable the registrar to provide the service at least 15 working days before the change takes effect. This will ensure that Land Registry is able to make the required changes so that its system can identify the current and former names of the lender immediately after a change has taken place.

6. Security

The parties recognise that security is vitally important, as under this arrangement the lender will be able to authorise the cancellation of registered charges from the register. The lender will ensure that its UserID security arrangements giving access to the system are secure at all times. In the event that the registrar or the lender discovers, is made aware of or suspects any breach of security, they will immediately notify the other party. The registrar may suspend the service until both parties are fully satisfied that there is no risk to the system.

7. Joint review/termination

7.1 The parties will work together to resolve any problems that may arise. However, either party may terminate this MOU. The parties will use their best endeavours to give reasonable notice to the other of such termination.

7.2 The principles of this document may be reviewed and reconfirmed from time to time by agreement between the parties.

Signed by

Date

Signed by

Date