
DRAFT STATUTORY INSTRUMENTS

2008 No.

The Land Registration (Network Access) Rules 2008

PART 4

TERMS OF ACCESS

Terms which must be included in network access agreements

5.—(1) The same terms must, at any given time, apply to all network access agreements of the same type, being a type described in rule 3.

(2) A full network access agreement must include the terms referred to in Schedule 2.

(3) A signature network access agreement must include—

- (a) provision limiting the duration of the agreement,
- (b) the provisions referred to in paragraphs 4, 5, 8, 9 and 11 to 16 (except paragraphs 4(d) and 12(1)(b)) of Schedule 2, and
- (c) provision as to the extent to which the Subscriber will be liable to the registrar for loss and damage arising out of or in connection with the agreement and the use of the land registry network, which must include, in particular, provision that the Subscriber shall be liable for loss and damage suffered by the registrar, and liable to indemnify the registrar in respect of any liability to a third party incurred by the registrar, arising directly from—
 - (i) the intentional, reckless or negligent misuse of the land registry network by the Subscriber,
 - (ii) breach of the agreement by the Subscriber,
 - (iii) negligent acts, errors or omissions by the Subscriber, or
 - (iv) any misrepresentation by the Subscriber as to the Subscriber's identity,except to the extent that the registrar has contributed to his own or the third party's loss.

(4) A read-only network access agreement must include—

- (a) provision limiting the duration of the agreement, and
- (b) the provisions referred to in paragraphs 5, 8, 11 to 16 and 19 of Schedule 2.