Draft rules laid before Parliament under section 128(5) of the Land Registration Act 2002, for approval by resolution of each House of Parliament.

DRAFT STATUTORY INSTRUMENTS

2008 No.

LAND REGISTRATION, ENGLAND AND WALES

The Land Registration (Network Access) Rules 2008

Made - - - - Date

Coming into force in accordance with rule 1

These rules are made in exercise of the powers conferred by sections 92(2) and 128(1) of, and paragraphs 1(4), 2, 3 and 11 of Schedule 5 to, the Land Registration Act 2002(**1**).

The Lord Chancellor has consulted such persons as he considered appropriate, in accordance with paragraph 11(2) of Schedule 5 to that Act.

The Lord Chancellor in making rules under paragraphs 1(4) and 3(2)(a) of Schedule 5 to that Act has had regard, in particular, to the matters set out in paragraph 11(3) of Schedule 5 to that Act.

In accordance with section 128(5) of that Act, a draft of this instrument has been laid before Parliament and approved by a resolution of each House of Parliament.

Accordingly, the Lord Chancellor makes the following rules:

PART 1

GENERAL

Citation and commencement

1. These rules may be cited as the Land Registration (Network Access) Rules 2008 and shall come into force on the day after the day on which they are made.

Interpretation

2.—(1) In these rules unless the context otherwise requires—

"the Act" means the Land Registration Act 2002,

"address for service" means an address for service for the purposes of a network access agreement, pursuant to paragraph 1 of Schedule 2,

(**1**) 2002 c.9.

"business day" is a day when the land registry is open to the public under rule 216 of the principal rules,

"full network access agreement" has the meaning given in rule 3(1),

"intervention" means an intervention—

(a) by the Law Society under section 35 of, and Schedule 1 to, the Solicitors Act 1974(**2**), section 9 of, and Schedule 2 to, the Administration of Justice Act 1985(**3**), or section 89 of, and Schedule 14 to, the Courts and Legal Services Act 1990(**4**), or

(b) by the Council for Licensed Conveyancers under section 31 of, and Schedule 5 to, or section 32 of, and Schedule 6 to, the Administration of Justice Act 1985,

"notice of termination" means a notice of the kind described in rule 8(2),

"the principal rules" means the Land Registration Rules 2003(**5**),

"read-only network access agreement" has the meaning given in rule 3(2),

"signature network access agreement" has the meaning given in rule 3(3),

"Subscriber" means the person who is a party to a network access agreement with the registrar, and

"subsequent appeal" does not include an appeal out of time with permission.

(2) References to an electronic signature are to be read in accordance with section 7(2) of the Electronic Communications Act 2000(**6**).

(3) In rules 7, 8, 9 and 10 and Schedules 1 and 3, a reference to an agreement is to a full network access agreement.

PART 2

TYPES OF NETWORK ACCESS AGREEMENT

Types of network access agreement

3.—(1) A "full network access agreement" is a network access agreement which permits the Subscriber to carry out network transactions.

(2) A "read-only network access agreement" is a network access agreement which only permits the Subscriber to retrieve information on the land registry network.

(3) A "signature network access agreement" is a network access agreement, other than a full network access agreement, which permits the Subscriber to apply an electronic signature to a document and to retrieve information on the land registry network.

(**2**) 1974 c.47.
(**3**) 1985 c.61.
(**4**) 1990 c.41.
(**5**) S.I. 2003/1417; no relevant amending instruments.
(**6**) 2000 c.7.

PART 3

CRITERIA TO BE MET BY AN APPLICANT FOR ENTRY INTO A NETWORK ACCESS AGREEMENT

The criteria referred to in paragraph 1(4) of Schedule 5 to the Act

4. The criteria referred to in paragraph 1(4) of Schedule 5 to the Act (which provides that the registrar must on application enter into a network access agreement with the applicant if the applicant meets such criteria as rules may provide) are—

(a) in relation to a full network access agreement, those set out in Schedule 1,

(b) in relation to a read-only network access agreement or a signature network access agreement, that the applicant has—

(i) informed the registrar that he will accept the terms of the agreement, and

(ii) if an individual, attained the age of eighteen years.

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.

PART 5

TERMINATION OF ACCESS BY THE REGISTRAR

Termination of a full network access agreement by the registrar

6.—(1) Where a ground set out in Schedule 3 exists in relation to a full network access agreement, the registrar may—

(a) terminate the full network access agreement with immediate effect, in which case rule 7 applies, or

(b) give the Subscriber a notice of termination, in which case rule 8 applies.

(2) An agreement may be terminated under paragraph (1)(a) even if—

(a) a notice of termination based on different facts has been given and has not expired, or

(b) termination of the agreement has been suspended under rule 10 in respect of a notice of termination based on different facts.

Immediate termination

7.—(1) This rule applies when the registrar has terminated an agreement with immediate effect under rule 6(1)(a).

(2) The registrar must as soon as practicable give notice to the Subscriber that the agreement has terminated.

(3) A notice under this rule must—

(a) be in writing,

(b) specify each ground of termination on which the registrar relies,

(c) specify the facts which, in the opinion of the registrar, justify each ground of termination on which the registrar relies,

(d) state why the registrar considers that termination with immediate effect was justified, and

(e) state the effect of paragraph 4 of Schedule 5 to the Act.

Termination after notice

8.—(1) This rule applies when the registrar has decided under rule 6(1)(b) to give the Subscriber a notice of termination.

(2) A notice of termination must—

(a) be in writing,

(b) state the date and time when the notice will expire in accordance with paragraph (3),

(c) specify each ground of termination on which the registrar relies,

(d) specify the facts which, in the opinion of the registrar, justify each ground of termination on which the registrar relies,

(e) state the effect of paragraphs (4), (5), (6), (7) and (8) of this rule,

(f) state the effect of paragraph 4 of Schedule 5 to the Act, and

(g) state the effect of rule 10.

(3) A notice of termination expires at 12 noon on the expiry date.

(4) If the registrar is satisfied that it is no longer appropriate to terminate the agreement, he may withdraw a notice of termination (even if it has expired) at any time before the agreement has terminated.

(5) The registrar withdraws a notice of termination by sending the Subscriber notification to that effect.

(6) If the registrar withdraws a notice of termination where the termination has been suspended and an appeal in relation to the notice of termination is pending before the adjudicator, he must also inform the adjudicator of the withdrawal.

(7) Subject to paragraph (8), the agreement will terminate—

(a) where termination has not been suspended, on the expiry of the notice of termination, or

(b) where termination has been suspended, on the expiry of the notice of termination or on the determination of the appeal and of any subsequent appeal, whichever occurs later.

(8) Paragraph (7) does not apply where—

(a) the notice of termination has been withdrawn under paragraph (4),

(b) the agreement has been terminated by the Subscriber under paragraph 3(1) of Schedule 5 to the Act,

(c) the agreement has terminated automatically in accordance with its terms,

(d) the agreement has been terminated under rule 6(1)(a) or rule 11, or

(e) the adjudicator or the High Court orders otherwise.

(9) An agreement may be terminated in accordance with this rule even if termination under this rule has been suspended in respect of a notice of termination based on different facts.

(10) In this rule—

(a) "expiry date" means—

(i) where the notice of termination is issued before the date specified in any notice given pursuant to rule 216(2) of the principal rules, the thirty-fifth business day after the date of issue of the notice of termination, and

(ii) where the notice of termination is issued on or after the date specified in any notice given pursuant to rule 216(2) of the principal rules, the forty-second business day after the date of issue of the notice of termination, and

(b) references to the suspension of termination are to suspension under rule 10.

Giving of notice

9.—(1) A notice under rule 7 or 8 may be given—

(a) by post, to any postal address specified in accordance with the agreement as the Subscriber's address for service,

(b) by directing the notice to the relevant box number at any document exchange specified in accordance with the agreement as the Subscriber's address for service, or

(c) by electronic transmission to any electronic address specified in accordance with the agreement as the Subscriber's address for service.

(2) Notice given in accordance with this rule shall be treated as given at the time shown in the table below—

Manner of giving notice	*Time given*
Post to an address in the United Kingdom	The second working day after posting