

LICENCE AGREEMENT

This is an Agreement

BETWEEN **THE KEEPER OF THE REGISTERS OF SCOTLAND**
 Meadowbank House
 153 London Road
 EDINBURGH
 EH8 7AU (‘‘the Keeper’’)

AND

(‘‘the Licensee’’)

WHEREAS:

- (i) Her Majesty the Queen is the first owner of Crown copyright, as defined at section 163 of the Copyright, Designs and Patents Act 1988 and she has appointed the Controller of Her Majesty's Stationery Office to the office of Queen's Printer of Acts of Parliament to hold and exercise Crown copyright and other copyrights owned by Her Majesty as fully as if such copyrights were her own.
- (ii) Under section 92(5) of the Scotland Act 1998, the Queen's Printer of Acts of Parliament shall hold the office of Queen's Printer for Scotland and exercises those of her Majesty's rights and privileges in connection with those copyrights which are referred to in section 92(3) of that Act.
- (iii) The Keeper of the Registers of Scotland has received delegated authority from the Queen's Printer for Scotland, enabling him to authorise the reproduction of Crown copyright material produced by him or by the Registers of Scotland Executive Agency.

1. DEFINITIONS

- 1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

Authorised Dealers The parties with whom the Licensee contracts to distribute the Package to End-users on behalf of the Licensee. All Authorised Dealers shall be bound by the conditions that apply to the Licensee.

Commencement Date The date on which this Licence Agreement is signed by, or on behalf of, the Keeper.

- End-User** The Licensee's authorised users of the Package. This includes, where applicable, authorised users of the package supplied by Authorised Dealers.
- Forms** The Licensee's versions of the Official Forms.
- Keeper** The Keeper of the Registers of Scotland, being the holder of the post first established by section 1(2) of the Public Registers and Records (Scotland) Act 1948, having his main office at Meadowbank House, 153 London Road, Edinburgh, EH8 7AU, and his successors
- Official Forms** Forms produced by the Registers of Scotland Executive Agency including those forms prescribed in the text of primary and/or subordinate legislation.
- Package** This shall include all, or any, of the following:
- (i) The Licensee's electronic software package and updates which facilitates the printing of computer-generated Forms by End-Users;
 - (ii) downloads from the Licensee's online version of the Package; and/or
 - (iii) paper copies of the Forms produced by the Licensee.
- Registers of Scotland** The Registers of Scotland Executive Agency, being the Government Agency headed by the Keeper which originated the content and layout of the Official Forms.
- Standard Format** The design, layout, wording and typographical arrangement of the Official Forms.
- 1.2 Any reference to a clause or sub-clause shall be interpreted as a reference to the clause or sub-clause bearing that number in this Agreement.
- 1.3 Any reference to a statutory provision shall be interpreted as including a reference to any statutory modification or re-enactment thereof (whether before or after the date hereof) for the time being in force.
- 1.4 Unless the context otherwise requires, words importing the singular shall include the plural and *vice versa*, words importing the masculine gender shall import the feminine and neuter genders and *vice versa*.
- 1.5 Clause headings are for ease of reference only and do not form part of this agreement or affect interpretation.

2. GRANT

- 2.1 The Keeper hereby grants to the Licensee the following non-exclusive world rights:
- (a) to load the Official Forms listed at Schedule A onto the Package;
 - (b) to reproduce, publish and sell the Package;
 - (c) to allow End-Users to access and print the Forms from the Package;
 - (d) to allow Authorised Dealers to make available the Package.

3. SUB-LICENSING

- 3.1 The Licensee shall issue to each End-User a sub-licence specifying the terms and conditions of usage of the Package and the Licensee shall ensure that End-Users comply with such terms and conditions. Where a breach of any of the terms and conditions comes to the attention of the Licensee he shall take all reasonable steps to prevent further breach (including where necessary terminating any sub-licence). In the event that a sub-licence is terminated, the Licensee shall ensure that the End-User immediately ceases use of the Forms.
- 3.2 Each sub-licence shall stipulate the following obligations on the part of the End-Users:
- (a) that the Forms may be reproduced from the Package by End-Users only and shall be for the use of End-Users only;
 - (b) not to permit third parties to use the Package;
 - (c) that out of date Forms must not be used;
 - (d) not to transmit the Forms electronically except when transmitting the Forms for in-house use or when e-mailing completed versions of the Forms to clients or other agents so as to enable them to confirm that the details completed on the Forms are correct;
 - (e) not to sell the Forms;
 - (f) termination provisions equivalent to those imposed on the Licensee at clauses 12 and 13 in this Agreement.
- 3.3 If so requested by the Keeper, the Licensee shall provide the Keeper with a copy, free of charge, of any or every End-User licence issued by the Licensee, within 14 (fourteen) days of the date on which the request is made.

4. PERIOD

Subject to clause 12 (*Termination*), this Agreement shall have effect for 5 (five) years from the Commencement Date.

5. FEES AND EXPENSES

- 5.1 In consideration of the rights granted at clause 2 (*Grant*), the Licensee shall pay to the Keeper the sum of ONE HUNDRED AND TWENTY POUNDS (£120) STERLING inclusive of Value Added Tax, at the appropriate rate. The Keeper reserves the right to charge an additional fee in relation to time spent in connection with the examination and assessment of any proposed reproduction of the Official Forms. All invoices require to be paid in full within 28 days of the invoice date and cheques should be made payable to 'Registers of Scotland'.
- 5.2 Each party will be responsible for their own costs and outlays in respect of the preparation, execution, and implementation of this Agreement. One Extract copy of the executed Licence Agreement will be forwarded to the Licensee, without additional expense, following its Registration in the Books of Council and Session for Preservation.

6. CROWN COPYRIGHT

The Licensee acknowledges that the copyright in the Official Forms is the property of the Crown and agrees to ensure that:

- (a) the following acknowledgement shall appear in a prominent position each time the Package is accessed by End-Users:

"© Crown copyright. Forms are reproduced with the permission of the Keeper of the Registers of Scotland acting under delegated authority of the Queen's Printer for Scotland".

- (b) every printed Form carries the following acknowledgement:

"© Crown copyright. Reproduced by permission of the Keeper of the Registers of Scotland acting under delegated authority of the Queen's Printer for Scotland".

- (c) on each printed Form it should be made clear that it has been published by the Licensee.

7. DISCLAIMER

The Licensee shall ensure that a disclaimer, stating that no responsibility for the currency, accuracy or comprehensiveness of the Forms is accepted by the Keeper, shall be incorporated along with the Crown copyright acknowledgement:

- (a) in a prominent position each time the Package is accessed by the End-Users;
- (b) in the Licensee's catalogues and on any literature, website or other medium, describing the Forms or the Package.

8. RESPONSIBILITIES OF THE LICENSEE

The Licensee shall ensure that

- (a) the Forms comply with the Standard Format as set out in the Official Forms and with the requirements set out at Schedule B to this Agreement and with any subsequent amendments to Schedule B intimated to you by the Keeper;
- (b) the Forms featured on the Package are at all times current and incorporate any official amendments;
- (c) an update of the Package is produced as soon as practicable following replacement, amendments, withdrawal or revocation of any Official Form, in order that out of date Forms are not contained on the Package;
- (d) all official publishing and printing imprints which appear on the Official Forms are omitted from the Forms;
- (e) the Forms are versions of the Official Forms only and not versions of forms which have been produced by another company or person, unless first clearing any copyrights that they may hold in their versions of the Official Forms.

9. **APPROVAL OF FORMS BY THE KEEPER**

A list of the Official Forms which the Licensee may load onto the Package is given at Schedule A to this Agreement. Before the Licensee allows the Forms to be used by End-Users, all proposed Forms must receive prior written approval from the Keeper. The address to which the Licensee must submit Forms for such approval is given in Schedule A.

10. **REPRODUCTION OF REVISED AND ADDITIONAL FORMS**

The Keeper shall consider any application from the Licensee to use further Official Forms other than those detailed in Schedule A, provided that the application is made in writing. All applications shall be sent to the Keeper and shall include the reference number and title of each Official Form. If the Keeper consents to the use of further Official Forms, such Forms must be approved by the Keeper, in writing, prior to the Forms being used. Furthermore, the use of such Forms will immediately become subject to the terms and conditions of this Licence Agreement.

11. **ADVERTISING**

Any advertisement by the Licensee and its Authorised Dealers referring to the Keeper or the Registers of Scotland, other than in the form of the acknowledgement referred to at clause 6 (*Copyright*) and clause 7 (*Disclaimer*), shall be submitted to the Keeper for prior written approval. Such approval will not to be unreasonably withheld.

12. **TERMINATION**

This Licence Agreement will terminate on the happening of any of the following events:

- (a) the expiry of the 5 year period referred to at clause 4 (Period).
- (b) where the Licensee commits a material breach of any of the terms or conditions of this Agreement and in the case of a breach capable of being remedied, does not remedy the breach within 30 days of being requested to do so in writing by the Keeper;
- (c) where the Licensee goes into liquidation either compulsorily or voluntarily (except in the case of a winding up for the purpose of amalgamation or reconstruction where the resultant body agrees to be bound by this Agreement) or is adjudicated bankrupt or has a receiver appointed in respect of the whole or substantial part of its assets or enters into a composition with its creditors.

13. CONSEQUENCE OF TERMINATION

- 13.1 On termination of this Agreement under clause 12 (*Termination*), all rights granted to the Licensee shall automatically and immediately revert to the Keeper and the Licensee shall erase the Forms from the Package and cease distribution of the Forms and/or Package to Authorised Dealers and End-Users.
- 13.2 Termination shall not affect any claim which the Keeper may have against the Licensee for damages or otherwise.

14. RIGHT TO INSPECT THE PACKAGE

On giving 21 (twenty one) day prior written notice to the Licensee, an officer acting on behalf of the Keeper shall be entitled to view a demonstration of the Package at one of the Licensee's offices.

15. FORCE MAJEURE

In the event that any party is delayed in the performance of its obligations under this Agreement by *force majeure*, this Agreement shall remain in suspense until the cause thereof has ceased. *Force majeure* shall include, although not by way of a limitation, strikes, lock-outs, riots, sabotage, acts of war, piracy or terrorism, destruction of essential equipment by fire, explosion, storm, flood or earthquake, and delay caused by failure of power supplies or transport facilities.

16. ASSIGNATION

The Licensee shall not be entitled to assign this Licence Agreement.

17. CHANGE OF ADDRESS

The Licensee shall inform the Keeper of any change of name, address or any such details pertaining to this Licence Agreement, within 28 (twenty eight) days of such change.

18. NOTICES

Any notice or other communication in connection with this Licence Agreement shall be deemed to have been properly delivered if sent by first class post, document exchange or Legal Post to the addresses shown at the top of this Agreement, or to such new addresses as intimated in accordance with clause 17 (change of address).

19. CONFIDENTIALITY

Except in the proper performance of their respective duties, neither the Keeper nor the Licensee shall divulge any of the terms, conditions or provisions of this Licence Agreement to any third party.

20. ENTIRETY

This Agreement (which expression includes the Schedules annexed and executed as relative hereto, whether in original or amended form) constitutes the entire Agreement between the parties and no modification or amendments shall be binding on either party unless agreed in writing between both parties.

21. INTERPRETATION

This Agreement shall be governed by and interpreted in all respects with the laws of Scotland and shall be subject to the jurisdiction of the Courts of Scotland.

22. CONSENT TO REGISTRATION

The Keeper and the Licensee hereby consent to registration of these presents for preservation:

IN WITNESS WHEREOF these presents consisting of this and the seven preceding pages are together with the two Schedules annexed and executed as relative hereto subscribed as follows:

for and on behalf of the Licensee as follows:

	Authorised Signatory	Witness
Signature		
Name (BLOCK CAPITALS)		
Job Title		
Address		
Place (town) of Signing		
Date of Signing		

and for and on behalf of the Keeper as follows:

	Authorised Signatory	Witness
Signature		
Name (BLOCK CAPITALS)		
Job Title		
Address		
Place (town) of Signing		
Date of Signing		

Note: Signatories must also sign at the foot of the last page of each Schedule.

SCHEDULE A

Official Forms:

- Form 1 Application for First Registration
- Form 2 Application for Registration of a Dealing
- Form 3 Application for Registration of a Transfer of Part
- Form 4 Inventory of writs relevant to application for Registration
- Form 5 Application for noting or entering on the Register
- Form 8 Application for Land or Charge Certificate to be made to correspond with title sheet
- Form 9 Application for rectification of the Register
- Form 10 Application for a report prior to Registration of the subjects
- Form 11 Application for continuation of a report prior to Registration of the subjects
- Form 12 Application for a report for Registration subjects
- Form 13 Application for continuation of report over Registered subjects
- Form 14 Application for a report to ascertain whether or not subjects have been Registered
- Form 15 Application for an Office Copy
- Form P16 Application to compare a bounding description with the Ordnance Survey Map
- Form P17 Application to compare boundaries on certificate plan with the Ordnance Survey Map
- Form SAF Sasine Application Form
- Form C&S1 Application for Registration in the Register of Deeds in the Books of Council and Session

- Form RCIL (AT) Notice of Interest in Acquiring Land

In accordance with clause 9 the above Forms require approval of the layout and should be sent to the following address:-

**Crown Copyright Officer
 Legal Services
 Registers of Scotland
 Meadowbank House
 153 London Road
 EDINBURGH EH8 7AU**

This is Schedule B referred to in the foregoing Memorandum of Agreement between.....("the Licensee") and The Keeper of the Registers of Scotland ("The Keeper").

.....for and on behalf of the Licensee

.....for and on behalf of the Keeper

SCHEDULE B

In accordance with clause 8(a), Forms shall comply with these requirements:

- 1. Where the Licensee is unable to print the main land register application forms (Forms 1, 2 and 3) on A3 sheets of paper, the Licensee may print the Forms on A4 sheets, which in the case of Form 1 will comprise of four separate sheets or, in the case of Forms 2 and 3 comprise of three separate sheets of A4 paper.

Where the Forms are printed as separate A4 pages it is essential that each page can be identified as belonging to the same Form. The aim of this requirement is to ensure that a Form comprises pages printed at the same time, at the same location and from the same source. The means of achieving the requirement may be, for example, a date/time-related coding system or a security algorithm which causes a unique identifying code to be printed on each page of the Form.

The above requirement is essential as each of the Forms has to be signed by the ingiver whose signature acts as:-

- (a) the mandate to proceed with registration;
 - (b) confirmation of the validity of the responses made on every page of the form.
- 2. Where the Licensee is unable to print the main land register application forms on coloured paper (Form 1 is pink, Form 2 is blue and Form 3 is yellow), it is essential that alternative methods of distinguishing one type of Form from another are considered, as the colouring is used for identification purposes and is of significant use to staff at the Registers of Scotland.
 - 3. Outlining of boxes should be avoided, but input areas should be shown by using differing background and foreground.
 - 4. The input boxes on the forms must be spaced in 10 pitch.
 - 5. The paper must be in the weight range 60-90 g/m².
 - 6. The forms must be capable of being read by an OCR (Optical Character Reader) scanner.

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.....for and on behalf of the Licensee

.....for and on behalf of the Keeper