

## PART B – STANDARD TERMS

### 1. The Grant

- 1.1. This Contract shall commence on the Signing Date and shall continue for the Term.
- 1.2. In consideration of the mutual promises described in the Contract, RoS grants to the Customer a non-exclusive, non-transferable licence to the Rights (revocable pursuant to the terms of the Rights).
- 1.3. The use of the Delivered Data is limited specifically to the Rights and subject to the obligations on the Customer set out in the remainder of the Contract. All rights not expressly granted with respect to the Delivered Data are otherwise reserved to RoS, and if applicable, any Interested Party.
- 1.4. The Contract allows the Customer personally (not any affiliated body or group) to use the Delivered Data in accordance with the Rights granted.
- 1.5. From the Signing Date, the Contract also applies to Previous Data and supersedes the Previous Contract. For the avoidance of doubt, from the Signing Date, this Contract applies to Previous Data (if there is any) and Delivered Data.

### 2. The Service

- 2.1. Registers of Scotland shall provide the Service to the Customer during the Service Period in exchange for payment of the Price. The Customer acknowledges and agrees that the Service is subject to the Limitations.
- 2.2. RoS will deliver the Report to the Customer on the Delivery Date in accordance with the Delivery Method provided that the Customer has paid the Price on the relevant Payment Date and complied with any other terms of the Contract.
- 2.3. The Customer accepts that RoS's primary function is to perform statutory duties to maintain a public register and that RoS reserves the right to:
  - 2.3.1. suspend the Service for the purposes of repair, maintenance or support in RoS systems;
  - 2.3.2. review, update and revise the Service;
  - 2.3.3. upgrade or change the format of delivery of the Service.

No compensation or damages shall be due to the Customer under such circumstances and RoS will endeavour, where practicable, to provide at least one (1) month's notice of any proposed format change. If any such suspension or delay exceeds 5 days then the Customer may at its option terminate the Contract by notice in writing to that effect.

### 3. Prices and Payment Arrangement

- 3.1. The Customer will pay the Administration Fee, if any, to RoS on or prior to the Start Date.

- 3.2. The Customer will pay the Price, in advance, to RoS by the Payment Date. If the Contract is a Regular Contract RoS will calculate the Balancing Payment on each Payment Date. The Customer and RoS agree that the Balancing Payment, if any, (and whether a negative or positive value) will be added to the Price due on the same Payment Date that the Balancing Payment was calculated on, subject to Clause 5.3 (Suspension and Termination).
- 3.3. Registers of Scotland will issue the Customer the invoice for the Price prior to the Payment Date.
- 3.4. If the Contract is a Regular Contract, during the Service Period the Rate may change (increase or decrease). If the Rate changes RoS will issue a Rate Amendment Notice. In the event that the Customer does not want to pay the Price calculated on the basis of the Rate (Amended) after the Rate Amendment Date, the Customer's only remedy will be to end the Contract in accordance with Clause 5.3 (Suspension and Termination – Either Party). If the Customer does not serve notice to end the Contract within 30 days of the date of the Rate Amendment Notice, the Customer will be deemed to have accepted the Rate has been amended from the relevant Rate Amendment Date.
- 3.5. Payment will be made in accordance with the payment method requested on the invoice issued by RoS.
- 3.6. The Customer shall be liable to pay interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 on any payment or amount overdue.

#### **4. Customer Obligations**

##### **4.1. The Customer shall**

- 4.1.1. use the Delivered Data exclusively in accordance with the Permitted Use and for no other use without the agreement of RoS and any Interested Party, subject always to the Customer's other obligations in the Contract;
- 4.1.2. use best endeavours to ensure there are adequate technology and security measures in place that RoS may reasonably recommend from time to time to safeguard the Delivered Data and Service from unauthorised access to the Service or unauthorised use of the Delivered Data by any person;
- 4.1.3. notify RoS as soon as it suspects or learns of any unauthorised use of the Delivered Data and/or Service by anyone, or of any actual or potential infringement of the Intellectual Property Rights in the Delivered Data and/or Service;
- 4.1.4. give all reasonable assistance, including access to all relevant records and files to enable RoS and any Interested Party to obtain, defend and enforce the proprietary and Intellectual Property Rights in the Delivered Data and the Service; and
- 4.1.5. keep RoS fully informed of any changes to the Approved Party Contact Details or Customer Contact Details.

#### 4.2. The Customer shall not

- 4.2.1. present out-of-date Delivered Data as being current nor present Delivered Data in any manner which might mislead the reader;
- 4.2.2. use the Delivered Data for any illegal, deceptive, misleading or unethical purpose or otherwise in any manner which may be detrimental to the reputation of the Delivered Data or any person;
- 4.2.3. except as expressly set out in the Contract, use the Delivered Data for the purpose of direct marketing, advertising or promoting a particular product or service;
- 4.2.4. use the Delivered Data in a way which could imply endorsement by RoS or any government department, or to represent to the public that the Customer has an arrangement or official partnership with RoS in relation to the Service or the Delivered Data or supply of it;
- 4.2.5. use the Delivered Data in any possible way which could affect the integrity of the Registers kept by RoS or RoS's reputation or any of RoS's existing services and any existing contractual commitment or generally in a manner which is likely to mislead others;
- 4.2.6. alter or remove any of the copyright/database right notices, watermarks and/or licence numbers which are shown on the Delivered Data;
- 4.2.7. use the Delivered Data in any way which infringes RoS's or any Interested Party's Intellectual Property Rights;
- 4.2.8. use the Delivered Data to reproduce or provide the Service or a similar service to it comprising Delivered Data extracted from the Report;
- 4.2.9. publish the Report or, save where expressly permitted, any part of it externally; or
- 4.2.10. sell the Report or, save where expressly permitted, any part of it to a third party.

### **5. Suspension and Termination**

#### 5.1. Suspension and Termination – Automatic

- 5.1.1. If the Customer uses the Restricted Data otherwise than for the Purpose and in accordance with the Permitted Use the Contract will end automatically without notice.
- 5.1.2. Unless otherwise terminated, the Contract will end automatically without notice on the date the Purpose is fulfilled.

#### 5.2. Suspension and Termination – RoS

- 5.2.1. Notwithstanding anything else contained in the Contract RoS may, at their option, either suspend or terminate the Service immediately if

- 5.2.1.1. the Customer:
  - 5.2.1.1.1. fails to pay any amount which is due for payment under the Contract;
  - 5.2.1.1.2. commits any other breach of the Contract and in RoS's opinion such breach is not capable of remedy;
  - 5.2.1.1.3. is in breach of the Contract (and where in RoS's opinion it is capable of remedy), this breach has not been put right within 14 days of RoS requesting this;
  - 5.2.1.1.4. in respect of a Regular Contract, suffers an Insolvency Event;
- 5.2.1.2. in respect of a Regular Contract, the Information Commissioner or other competent authority notifies RoS that the Delivered Data should not be provided in its current form. In that event, RoS will use reasonable endeavours to provide the Delivered Data in an alternative form acceptable to either the Information Commissioner or other competent authority;
- 5.2.1.3. RoS no longer holds any necessary licence or delegation from an Interested Party to enable RoS to supply the Delivered Data to the Customer.

5.2.2. Any suspension of the Service will not prejudice RoS's right to terminate the Service for the same or different reasons.

### 5.3. Suspension and Termination – Either Party

5.3.1. In respect of a Regular Contract, either party may terminate the Contract on the Service Termination (Standard) Date by giving at least 30 days' notice in writing to the other party. Both RoS and the Customer agree that any Balancing Payment calculated at the Service Termination (Standard) Date

- 5.3.1.1. if a negative value will be due and payable by RoS to the Customer;
- 5.3.1.2. if a positive value will be due and payable by the Customer to RoS;
- 5.3.1.3. is payable by either party to the other within 30 days of the Service Termination (Standard) Date; and
- 5.3.1.4. is only payable if each Party has also complied with all other payment obligations in terms of this Contract

### 5.4. Suspension and Termination – Automatic, RoS or Either Party

5.4.1. In the event of termination of the Contract for whatever reason the Customer will remain liable to pay any portion of the Price that remains unpaid, together with any expenses RoS has reasonably incurred or has agreed to incur in connection with any work requested by the Customer. Save where expressly stated, termination or expiry of the Service for any reason will not entitle the Customer to any refund of the Price.

5.4.2. The Customer must destroy all Restricted Data in any media which it holds or for which it is responsible (including but not limited to any Restricted Data embedded in any other material) on or prior to the Destruction Date and provide at RoS's request a sworn statement by a duly authorised person (such person to be approved by RoS at its absolute discretion) that it no longer holds any Restricted Data.

5.4.3. The clauses intended to survive the End Date shall continue in full force and effect, including without limitation clauses:- 4.1.3 and 4.1.4 (Customer Obligations); 5.3.1, 5.4.1, 5.4.2 and 5.4.3 (Suspension and Termination); 6 (Data Quality); 9.2 and 9.3 (Legislative Compliance); 10 (Auditing); 11 (Liability); 14.2 (Third Party Rights); 16 (Waiver) and 18 (Governing Law). Part C (Definitions).

## **6. Data Quality**

6.1. RoS and any Interested Party do not represent or warrant that the Delivered Data will be fit for the Customer's particular purpose nor do RoS nor any Interested Party warrant the completeness or accuracy or error free nature of any Delivered Data, or the continued supply of the Delivered Data.

6.2. The Customer accepts that RoS and any Interested Party, excludes to the fullest extent permissible by law all express or implied warranties.

## **7. Proprietary rights**

7.1. No Intellectual Property Right in the Delivered Data is conferred or granted to the Customer or to any third party users of the Delivered Data. The Customer acknowledges that the Delivered Data may include Intellectual Property Rights which are owned and licenced to RoS by an Interested Party.

## **8. Crown Copyright**

8.1. The Customer will add the following attribution statement when using or (if permitted in terms of the Contract) publishing the Delivered Data

"The [*insert details of material being used by the Customer*] is Crown copyright [and/or Crown database material] reproduced with the permission of the Registers of Scotland and Chief Executive under delegated authority from the Keeper of Public Records"

8.2. Where space is restricted the following source acknowledgement should appear on or within the product or service:

"© Crown copyright. Registers of Scotland"

and/or

"Crown database rights Registers of Scotland"

For further information, please contact [data@ros.gov.uk](mailto:data@ros.gov.uk).”

## **9. Legislative Compliance**

- 9.1. In addition to any specific provisions in the Contract, the Customer will only use the Delivered Data in a way which is compliant with Scottish Law including, without restriction, the provisions of the Data Protection Legislation and the Human Rights Act 1998.
- 9.2. The Customer acknowledges and accepts that RoS may require to disclose information in relation to the Contract without the Customer’s consent to comply with statutory obligations, including but not limited to the Freedom of Information (Scotland) Act 2002.
- 9.3. The Customer accepts and acknowledges that any processing of Delivered Data which the Customer carries out is their own and is not carried out under the instruction or on behalf of RoS.

## **10. Auditing**

- 10.1. The Customer will permit RoS, or any Interested Party, to check on reasonable notice that the access and use of the Delivered Data or Service is in accordance with the Contract.
- 10.2. The Customer will, if requested, provide RoS, or any Interested Party, with examples of, or specifications of the Customer’s products or services which utilise the Delivered Data and a user name and password to allow access to the Customer’s website(s) at no charge. This access will only be used for the purpose of checking compliance with the Contract.
- 10.3. The Customer shall for the Term and for a period of seven (7) years following expiry or termination of the Contract:-
  - 10.3.1. maintain accurate and complete records of its use of the Delivered Data;
  - 10.3.2. allow RoS, or any Interested Party, or their nominated representative the right on reasonable notice during business hours to enter the Customer’s premises and to inspect and audit its systems and operation and all supporting documentation to ensure the Customer’s compliance with the Contract, and to take copies of any necessary records and the Customer shall at its expense make appropriate employees and facilities available to provide RoS, or any Interested Party, or their nominated representative with all reasonable assistance to enable such inspection, auditing and copying to take place:  
and
  - 10.3.3. comply with reasonable measures stipulated by RoS or any Interested Party, as a result of any audit.

## **11. Liability**

- 11.1. Nothing in this Licence shall exclude or limit liability of either party to this Contract for death or personal injury resulting from the negligence of that party or for fraud or fraudulent misrepresentation.
- 11.2. Subject to Clause 11.1 above, RoS do not accept any liability of any losses incurred by the Customer or any third party as a result of their reliance on the Delivered Data including (and without limitation), RoS will not be liable in contract, delict or otherwise for any losses arising out of or in connection with the Contract for:-
- 11.2.1. any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings);
  - 11.2.2. any loss of goodwill or reputation;
  - 11.2.3. any loss of or corruption of Delivered Data or information; or
  - 11.2.4. any special, indirect or consequential losses,
- in all cases whether or not such losses were within the contemplation of the parties at the date of the Contract and whether or not RoS were notified of or knew of the likelihood of that loss or type of loss arising.
- 11.3. The Customer shall indemnify and keep indemnified RoS and/or any Interested Party against all their liabilities and losses and all demands, liabilities, claims made, or proceedings brought, against RoS and/or any Interested Party in respect of any loss or damage and against all costs and expenses reasonably incurred in dealing with or in settling such demands, liabilities, claims or proceedings arising from the acts, omissions or defaults of the Customer relating to this Contract or from the breach of any provision of this Contract by the Customer, except to the extent that any such liability is directly attributable to any negligent act of RoS.

## **12. Assignment and sublicensing**

- 12.1. Except in accordance with the Sharing Rights (where these specifically allow sharing of the Delivered Data) the Customer may not assign, license, transfer, novate or sub-licence in any way the Contract nor the Rights granted in it.
- 12.2. RoS shall be entitled to assign, transfer or novate the benefits and obligations of the Contract or any part thereof
- 12.2.1. to any government body or any other body established by the Crown or under statute;
  - 12.2.2. in the event of the transfer of all or any of RoS's activities or function to any other entity to the entity to which RoS's functions have been transferred; or
  - 12.2.3. to any private sector body which substantially performs the function of RoS.

### 13. Privacy

13.1. RoS may collect and use information about the Customer;

13.1.1. to allow RoS to check the Customer's financial standing;

13.1.2. to enable RoS to ensure that the Customer uses the Delivered Data in an appropriate manner;

13.1.3. for reporting and statistical purposes; and

13.1.4. for any other appropriate purpose or use including sharing, checking and verifying the information with other government departments and agencies, law enforcement agencies or other relevant organisations and bodies.

For further details please see the privacy notice on the RoS Website.

### 13.2 Data Protection

13.2.1 This clause 13.2 is applicable only for Contract designated a **Personal Data Contract** and any definitions within this clause will be within either the Contract or the Data Protection Legislation.

13.2.2 The Customer and Registers of Scotland both acknowledge that the Delivered Data, and any Request may contain Personal Data. The parties acknowledge that they are both acting as Data Controllers in respect of Personal Data contained in the Delivered Data. The Customer is the Data Controller in respect of Personal Data contained in the Request and Registers of Scotland is the Data Processor.

13.2.2.1 The Customer and Registers of Scotland must both ensure compliance with the Data Protection Legislation at all times and that it processes the Personal Data fairly and lawfully.

13.2.2.2 Registers of Scotland shall, in relation to any Personal Data contained in the Request and processed by Registers of Scotland in connection with the Service, comply with the following Processing Obligations:-

13.2.2.2.1 Process Personal Data only as necessary and in accordance with the Customer's documented instructions;

13.2.2.2.2 Ensure appropriate technical and organisational measures are in place to protect against unauthorised or unlawful processing of the Personal Data;

13.2.2.2.3 Not transfer the Personal Data outside the UK unless (i) to the EEA; or (ii) the processing will take place in a territory which is subject to adequacy regulations under the Data Protection Legislation; or (iii) the processing is done under Standard Contractual Clauses that comply with the Data Protection Legislation;



- 13.2.2.2.4 Notify any Personal Data breach to the Customer without undue delay; and
- 13.2.2.2.5 On completion of the Service, delete or return to the Customer the Request and delete any existing copies.

## 14. Third Party Rights

- 14.1. Except as expressly stated in the Contract, nothing in the Contract shall confer on any third party any:
  - 14.1.1. benefit or right to enforce any of the terms;
  - 14.1.2. third party rights nor Intellectual Property Right in the Delivered Data.
- 14.2. Notwithstanding clause 14.1 above an Interested Party shall be entitled to the benefit of the terms of the Contract and the rights to enforce such terms under the Contracts (Third Party Rights) (Scotland) Act 2017.

## 15. Notices

- 15.1. Except as otherwise expressly provided within the Contract all notices to be given under the Contract shall be in writing and shall either be delivered personally or sent by first class prepaid post or electronic mail and shall be deemed duly served:-
  - 15.1.1. In the case of notice delivered personally at the time of delivery;
  - 15.1.2. In the case of a notice sent by first class prepaid post 2 clear working days after the date of dispatch;
  - 15.1.3. In the case of electronic mail containing the notice, if sent during normal working hours, then at the time of transmission and if sent outside normal working hours then on the next following working day.
- 15.2. For the purposes of notification by email RoS will use the email address provided by the Customer Contact Details. It will be the responsibility of the Customer to (i) ensure the correct email address is provided to RoS for this purpose and (ii) update RoS of any changes to this during the Contract.
- 15.3. Except where otherwise provided, notices to RoS should be sent for the attention of:

Land & Property Data Team, Registers of Scotland, Meadowbank House, 153 London Road, EDINBURGH, EH8 7AU

Or by email to: [data@ros.gov.uk](mailto:data@ros.gov.uk)

## **16. Waiver**

- 16.1. RoS's failure to exercise or enforce any rights under the provisions of the Contract shall not be deemed to be a waiver of such rights at any time or times thereafter.

## **17. Variation**

- 17.1. RoS reserves the right to vary the Contract by giving 30 days' notice to the Customer. If the Customer does not wish to be bound by the Contract as so varied the Customer must serve notice to terminate the Contract prior to the expiry of such 30 days' notice period, failing which, the Customer will be deemed to have accepted the Contract as varied and be bound by its terms.
- 17.2. RoS may notify the Customer of the variation by posting the details on the RoS Website. For Regular Contracts only RoS will email the Customer during the Service Period, using the Customer Contact Details, of the posting of such variations on the RoS Website.
- 17.3. It will be the responsibility of the Customer to (a) ensure the correct Customer Contact Details are provided to RoS for this purpose and (b) regularly check the RoS website for updates.

## **18. Governing law**

- 18.1. The Contract is made under the Laws of Scotland and comes under the exclusive jurisdiction of the courts of Scotland.

## PART C DEFINITIONS

### SECTION 1 – SPECIFIC DEFINITIONS FOR THE SERVICE

Expression	Meaning
<b>Access</b>	means access granted to the Customer by RoS to the Delivered Data by way of a data portal and allocated Customer user name and password
<b>Additional Obligations</b>	<p>means that the Customer shall</p> <ul style="list-style-type: none"> <li>(i) Use the Delivered Data on the Website and no other website;</li> <li>(ii) provide Registers of Scotland with access to the Website for monitoring purposes;</li> <li>(iii) ensure there is no downloading of Non Download Data from the Website;</li> <li>(iv) ensure only Licenced End Users are permitted to use the Limited Download Permission;</li> <li>(v) not use the Address Data in any other way other than in accordance with the Permitted Use, without first obtaining express consent from Royal Mail: <a href="mailto:address.management@royalmail.com">address.management@royalmail.com</a></li> <li>(vi) the Customer must use the Update Report, if any, to correct the Delivered Data held by the Customer as soon as possible but at least by the date falling 10 days after the Delivery Date</li> </ul>
<b>Additional Uses</b>	<p>means use</p> <ul style="list-style-type: none"> <li>(i) for personal, non-commercial use</li> <li>(ii) to publish Statistical Analysis</li> <li>(iii) for feeding into reports and publications provided no Delivered Data is used in those reports and publications;</li> <li>(iv) for display on the Website for the purposes of providing property price information;</li> <li>(v) to facilitate the operation of the Restricted Website as a property website which enables the Licenced End Users to view information on property sales in Scotland and use the Limited Download Permission;</li> <li>(vi) to facilitate the operation of an Information Service on the Restricted Website which enables the Licenced End User to use the Limited Download Permission;</li> </ul>
<b>Address Data</b>	<p>Delivered Data, under the exclusion of (i) RoS Data and (ii) OGL Data, and which</p> <ul style="list-style-type: none"> <li>• contains both RoS and the Interested Parties Intellectual Property Rights</li> <li>• has been processed against Ordnance Survey's AddressBase Premium product</li> <li>• incorporates Royal Mail's PAF© database</li> </ul>

- is shown indicatively as the data identifiers coloured red in Part D (Delivered Data Summary) of the Contract;

**Applications**

means all market value residential sales applications (where identified) to the Land Register of Scotland to request registration of a transfer of ownership of heritable property;

**Balancing Payment**

- (i) does not apply for a One Off Contract
- (ii) means for a Regular Contract the sum calculated on each Payment Date falling after the Start Date;

**X – Y**

X = the Price for the immediately preceding Fee Cycle recalculated to include any increase in the Rate from a Rate Amendment Date

Y = the sum paid (in advance) on the immediately preceding Payment Date

**Continuing Report Delivery Date**

the date falling no later than one week after the 1<sup>st</sup> day of the second calendar month following the end of the relevant Data Period all as indicatively set out in the Date Schedule;

**Data Period**

means

- (i) For a One Off Contract the Agreed Data Period set out in the Request
- (ii) For a Regular Contract (a) any Agreed Data Period set out in the Request, (b) the First Data Period, and (c) each full calendar month (after the First Data Period) during the Service Period, beginning on 1<sup>st</sup> day of that month

**Date Schedule**

means the date schedule on RoS Website using the following link [Date Schedule](#)

**Delivered Data**

means data provided in the supply of the Service, in response to the Request, whether in electronic format or hard copy as summarised in Part D (Delivered Data Summary)

**Delivered Data Permitted Use**

means for the Purpose and in accordance with (i) the Customer Obligations set out in Part B (Standard Terms), (ii) the Additional Obligations and (iii) the Additional Uses

**Delivered Data Rights**

means a (i) revocable right to use the Delivered Data for the Delivered Data Permitted Use in accordance with the Contract during the Term and (ii) the OGL Rights which for the avoidance of doubt are not limited to the Term;

<b>Delivery Date</b>	<p>means</p> <ul style="list-style-type: none"> <li>(i) For a One Off Contract - the date no later than one week after the Payment Date;</li> <li>(ii) For a Regular Contract - in respect of the Report the Continuing Report Delivery Date and in respect of the Update Report the Intimation Date</li> </ul>
<b>Delivery Method</b>	<p>means that the Report will be delivered as a CSV file to the Customer by way of the Access on the Delivery Date, and will be available for download by the Customer for the Download Period. In respect of a Regular Contract, as soon as practicable, prior to the Intimation Date, RoS will email the Customer to advise of the Intimation Date, and the Update Report will be available for the Customer to download from that Intimation Date until the last day of the Download Period corresponding to the last occurring Delivery Date</p>
<b>Download Period</b>	<p>means from the Delivery Date of the Report to the date falling two months thereafter all as indicatively set out in the Date Schedule</p>
<b>End of Service Provisions</b>	<p>means that either</p> <ul style="list-style-type: none"> <li>(i) from the Service Termination (Standard) Date RoS will deliver at least two weeks prior to the end of the Extended Period any Report relating to a Data Period falling within the Service Period;</li> <li>(ii) from either the Contract Termination (Automatic) Date or the Contract Termination (Fault) Date, RoS will not be under any obligation to provide any Service, Report or Delivered Data to the Customer notwithstanding any other term of this Contract</li> </ul>
<b>End User</b>	<p>means the Customer's customer who uses the Website;</p>
<b>EU Agreement</b>	<p>means an Agreement between the Customer and the End User which complies with the obligations on the Customer to Registers of Scotland set out in this Contract;</p>
<b>Extended Period</b>	<p>means from the Service Termination (Standard) Date to the last day of the Download Period relating to the Report for the last Data Period to be delivered under the Contract</p>
<b>First Data Period</b>	<ul style="list-style-type: none"> <li>(i) does not apply to a One Off Contract</li> <li>(ii) for a Regular Contract means the period set out in the Request;</li> </ul>
<b>Fee Cycle</b>	<ul style="list-style-type: none"> <li>(i) does not apply for a One Off Contract</li> <li>(ii) for a Regular Contract means the number of months between each consecutive Fee Cycle Date or, once</li> </ul>

the Service Termination Date is established, the Last Fee Cycle

<b>Individual Result</b>	means information obtained by the Licenced End User from the Restricted Website by following the Process and obtaining a result at Step 3 of that Process
<b>Information Service</b>	means a service provided on the Website by the Customer, where the End User requests information from the Customer and the Customer provides information in response to that request (but not the Delivered Data) by using an automated algorithm model which extracts the Delivered Data from the Report and further processes it
<b>Intimation Date</b>	means the date RoS intimates to the Customer that the Update Report is available by way of the Access being within 14 days of each Delivery Date;
<b>Last Fee Cycle</b>	<ul style="list-style-type: none"><li>(i) does not apply for a One Off Contract</li><li>(ii) for a Regular Contract means the period from the Service Termination Date back to the last occurring Payment Date;</li></ul>
<b>Licensed End User</b>	means an End User with whom the Customer has entered into an EU Agreement for use of the Restricted Website
<b>Limitations</b>	means that reasonable endeavours are undertaken to ensure that the sales in the Report are market value sales only but this is not guaranteed and, in respect of the Update Report, where there is a data correction in relation to an address update, RoS will only provide update information for the most recent Application affecting that Title Number
<b>Limited Download Permission</b>	means permission for the Customer to permit the Licenced End User to download the Individual Result provided that the EU Agreement obliges the Licensed End User to only use the Individual Result for the Purpose in accordance with the uses set out at points (iii) and (iv) of Additional Uses as defined
<b>Non Download Data</b>	means any Delivered Data that is not an Individual Result
<b>OGL Data</b>	means the Delivered Data under exclusion of the Address Data and the RoS Data shown indicatively as the identifiers coloured green in Part D (Delivered Data Summary) of the Contract provided they have been amended to remove and exclude any Address Data and RoS Data;
<b>OGL Data Permitted Use</b>	means in accordance with the terms of the Open Government Licence V3.0;

<b>OGL Rights</b>	means the right to use as set out in Open Government Licence V3.0
<b>Payment Date</b>	means <ul style="list-style-type: none"> <li>(i) for a One Off Contract - the Start Date</li> <li>(ii) for a Regular Contract – (a) the Start Date for the Upfront Price and (b) thereafter each Fee Cycle Date falling within the Service Period and (c) the Service Termination Date;</li> </ul>
<b>Permitted Use</b>	means (i) in respect of the Delivered Data the Delivered Data Permitted Use and (ii) in respect of the OGL Data the OGL Data Permitted Use.
<b>Price</b>	means <ul style="list-style-type: none"> <li>(i) for a One Off Contract the Upfront Price</li> <li>(ii) for a Regular Contract the Upfront Price due on the Start Date and after the Start Date either the Price (Initial) or, after a Rate Amendment Date, the Price (Amended);</li> </ul>
<b>Price (Amended)</b>	means the sum calculated in accordance with the Price Formula using the last occurring Rate (Amended)
<b>Price (Initial)</b>	<ul style="list-style-type: none"> <li>(i) Does not apply to a One Off Contract</li> <li>(ii) for a Regular Contract means the sum calculated in accordance with the Price Formula using the Rates (Initial)</li> </ul>
<b>Price Formula</b>	means $A \times B$ Where A = number of months in each Fee Cycle B = the Rate
<b>Process</b>	<ul style="list-style-type: none"> <li>(a) <u>Step 1</u>: Authentication of the Licensed End User to access the Restricted Website.</li> <li>(b) <u>Step 2</u> – End User inputs into the Restricted Website a Single Request</li> <li>(c) <u>Step 3</u> – the Restricted Website produces a result for the search against a Single Request inputted at Step 2;</li> <li>(d) <u>Step 4</u> – The Licensed End User is permitted to download the Result provided at Step 3 in accordance with the Limited Download Permission.</li> </ul>
<b>Purpose</b>	means to enable the Customer to conduct analysis on the property market and/or provide the Information Service using the Delivered Data;

<b>Rate</b>	means the Rate (Initial) or after a Rate Amendment Date the Rate (Amended)
<b>Rate (Amended)</b>	means the new Rate notified to the Customer by service of a Rate Amendment Notice;
<b>Rate Amendment Date</b>	means the date stated in the Rate Amendment Notice that the Rate change will start from, which will be at least 30 days from the date of that notice
<b>Rate Amendment Notice</b>	means a notice issued by RoS to the Customer advising of a change to the Rate used to calculate the Price
<b>Report</b>	means <ul style="list-style-type: none"><li>(i) For a One Off Contract - the report issued by Registers of Scotland to the Customer containing the Delivered Data ordered in the Request</li><li>(ii) For a Regular Contract the report issued by Registers of Scotland to the Customer containing the Delivered Data ordered in the Request and the Update Report;</li></ul>
<b>Restricted Data</b>	means the Delivered Data, but not OGL Data
<b>Restricted Website</b>	means any part of the Website which allows downloading of the Delivered Data in any way
<b>RoS Data</b>	means the Delivered Data under exclusion of (i) the Address Data and (ii) the OGL Data which contains RoS Intellectual Property Rights shown indicatively as the data identifiers coloured blue in Part D (Delivered Data Summary)
<b>Service</b>	means <ul style="list-style-type: none"><li>(i) for a One Off Contract - The Registers of Scotland Sales for Consideration data service providing, in exchange for payment of the Price, the Report ordered in the Request, on the Delivery Date, detailing the Delivered Data available from Registers of Scotland's systems for the Agreed Data Period</li><li>(ii) for a Regular Contract - the Registers of Scotland Sales for Consideration data service providing (FIRST) during the Service Period, (a) in exchange for payment of the Price, the Report ordered in the Request, on the Delivery Date for each Data Period, detailing the Delivered Data available from Registers of Scotland's systems for the relevant Data Period and (b) the Update Report on the Intimation Date and (SECOND) after the Service Period, the relevant End of Service Provisions</li></ul>



<b>Single Request</b>	means a request to search against either (i) a single address or (ii) a single postcode
<b>Sharing Rights</b>	means <ul style="list-style-type: none"><li>(i) the right to share in accordance with the Limited Download Permission</li><li>(ii) the right to share the OGL Data under the terms of the Open Government Licence V3.0;</li></ul>
<b>Statistical Analysis</b>	means a statistical report using the Delivered Data which provides analysis and comment on the Delivered Data and (ONE) does not directly display any more than 100 data identifiers forming part of the Delivered Data (as set out in Part D (Delivered Data Summary) in any one analysis report and (TWO) is in either (i) a hard copy or PDF format, or (ii) displayed to an End User on a website
<b>Update Report</b>	<ul style="list-style-type: none"><li>(i) does not apply for a One Off Contract</li><li>(ii) for a Regular Contract means a report providing replacement lines of data making cancellations and corrections of Delivered Data provided to the Customer</li></ul>

## SECTION 2 – STANDARD TERMS DEFINITIONS

Expression	Meaning
<b>Contract</b>	means Part A (Principal Terms), Part B (Standard Terms), Part C (Definitions) and Part D (Delivered Data Summary) which together form the contract
<b>Contract Termination (Automatic) Date</b>	means the date the contract ends under Clause 5.1.1 (Suspension and Termination – Automatic in (Part B) Standard Terms)
<b>Contract Termination (Fault) Date</b>	means the day following the date of the Service Termination (Fault) Notice
<b>Contract Termination (Purpose) Date</b>	means the date the contract ends under Clause 5.1.2 (Suspension and Termination – Automatic) in (Part B) Standard Terms
<b>Data Protection Legislation</b>	means all applicable laws, regulations and statutes relating to processing of personal data and privacy in force from time to time in the UK including without limitation the UK GDPR and the Data Protection Act 2018
<b>Destruction Date</b>	means either (i) the Contract Termination (Automatic) Date (ii) the Contract Termination (Fault) Date or (iii) 30 days from the Contract Termination (Purpose) Date
<b>End Date</b>	means the earlier of (i) the Contract Termination (Automatic) Date (ii) the Contract Termination (Fault) Date (iii) Contract Termination (Purpose) Date
<b>Insolvency Event</b>	means appointment of a receiver or administrative receiver or liquidator or trustee in bankruptcy over the Customer or any part of its undertaking or assets, or a resolution for its winding up is passed, if a court of competent jurisdiction makes an order to that effect, or if the Customer becomes insolvent or subject to an administration order, or if the Customer enters into any voluntary arrangement with creditors, or if the Customer ceases or intend to cease to carry on business

<b>Intellectual Property Rights</b>	means Intellectual Property Rights including but not limited to copyright, patent, trademark, design right, database rights, trade secrets, knowhow, rights of confidence, broadcast rights, and all other similar rights anywhere in the world, whether or not registered, including but not limited to applications for registration for any of them
<b>Interested Party</b>	means any third party from whom RoS obtains the Delivered Data under licence or delegation (as the case may be), including without limitation Royal Mail and Ordnance Survey Limited
<b>Part</b>	means the relevant part of this Contract meaning Part A, Part B, Part C or Part D as specified
<b>Previous Data</b>	means any data delivered under the Previous Contract which is still held or used by the Customer at the Signing Date
<b>Registers</b>	means the Land Register of Scotland, the Sasine Register and The Books of Council and Session
<b>Rights</b>	means the Delivered Data Rights and the Sharing Rights
<b>RoS Website</b>	means the Registers of Scotland <a href="#">website</a>
<b>RoS/Registers of Scotland</b>	means the Keeper of the Registers of Scotland, Meadowbank House, 153 London Road, Edinburgh, EH8 7AU
<b>Signing Date</b>	means the last date of signature of the Contract
<b>Term</b>	means the period from and including the Signing Date to the End Date
<b>Service Period</b>	means the period from the Start Date to the Service Termination Date

<b>Service Termination (Fault) Notice</b>	means a notice to terminate the Service issued by RoS in accordance with Clause 5.2 (Suspension and Termination – Fault) in (Part B) Standard Terms
<b>Service Termination (Standard) Notice</b>	means a notice to terminate the Service issued by either party in accordance with Clause 5.3 (Suspension and Termination – Either Party) in (Part B) Standard Terms
<b>Service Termination (Standard) Date</b>	means the last date of the month which falls immediately after expiry of the notice period under the Service Termination (Standard) Notice
<b>Service Termination Date</b>	means the earlier of either (a) the Service Termination (Standard) Date or (b) the date of the Service Termination (Fault) Notice
<b>UK GDPR</b>	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018

- 1.2 The headings are for ease of reference only, and do not affect the interpretation or construction of the Contract.
- 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 If any provision in the Contract shall in whole or in part be held to be illegal or unenforceable that term or provision to the extent required may be severed from and deemed not to form part of the Contract and the enforceability of the remainder of the Contract shall not be affected.



## PART D – DELIVERED DATA SUMMARY

This Part D sets out a summary of the Delivered Data for information purposes only and should be read with the remainder of the Contract to understand its context

DATA IDENTIFIER ADDED FOR REFERENCE BUT NOT ISSUED ON REPORT																			
1	2	3	4	5	6	7	8	9	25	26	27	28	29	29	30	31	32	24	36
data provided																			
Application_ ID	Application_ Type	Title_ Number	Application_ Date	County	Land_ Class	Deed_ _Type	Consideration	Date of Entry	Sub_ Building	Building_ _Name	Building_ _Number	Street	District	Post_ Town	Postcode	X_Coord	Y_Coord	Subjects in Full	House _Type



Data Description	Data ID	Delivered Data	OGL Data
Application Number / Application ID	1	RoS Data	No
Application Type	2	RoS Data	No
Title Number	3	RoS Data	No
Application Date	4	RoS Data	No
County (RoS Registration County)	5	RoS Data	No
Land Classification	6	RoS Data	No
Deed Type	7	RoS Data	No
Consideration	8	RoS Data	No
Date of Entry	9	RoS Data	No
Subjects in Full - This is Subject in Brief plus Subject Description - created and verified by RoS and including full Title Description submitted by the applicant	24	Address Data	No
Sub Building	25	Address Data	No
Building Name	26	Address Data	No
Building/Property Number	27	Address Data	No
Street/Thoroughfare	28	Address Data	No
Locality/District and Post Town	29	Address Data	No
Post Code	30	Address Data	No
X Coordinate	31	RoS Data	Yes if used on its own independent of other RoS Data or Address Data
Y Coordinate	32	RoS Data	Yes if used on its own independent of other RoS Data or Address Data
*House Type	36	RoS Data	No

*\*Optional*

**IN WITNESS WHEREOF** this Contract consisting of this and the preceding INSERT NO=total minus 1 pages forming Part A (Principal Terms); Part B (Standard Terms); Part C (Definitions) and Part D (Delivered Data Summary) is signed by the Parties hereto as follows:-

Signed on behalf of Registers of Scotland by: .....

Full Name (In Capitals): [            ]

Title: [    ]

Date: [    ]

Signed on behalf of [Company Name] by: .....

Full Name (In Capitals): [            ]

Title/Authorisation: [    ], [Delete as applicable] Director/Company Secretary/Authorised Signatory

Date: [    ]