



CONTRACT FOR SUPPLY OF DATA MATCHING INFORMATION – ONE OFF CONTRACT

Registers of Scotland grants to the Customer and the Customer accepts the rights and obligations outlined in this Contract, which is formed from the PART A (Principal Terms), PART B (Standard Terms), PART C (Definitions) and PART D (Delivered Data Summary) and the Request. Unless otherwise stated any definition in any part of the Contract will apply to all parts of the Contract and this Contract will be deemed to be a **One Off Contract** and a **Personal Data Contract** as specified in the Contract.

PART A - PRINCIPAL TERMS

Administration Fee	COMPLETE AS APPROPRIATE [] HUNDRED [AND FIFTY] POUNDS STERLING (£[]0.00) exclusive of VAT (such VAT being payable in addition) OR [NOT APPLICABLE]
Approved Party	INSERT COMPANY NAME IN CAPITALS, Registered under the Companies Acts (Company Number [INSERT CO NUMBER FROM COMPANIES HOUSE]) and having their Registered Office at [INSERT CO ADDRESS FROM COMPANIES HOUSE] or [NOT APPLICABLE]
Approved Party Contact Details	Name: [Insert details of Contact] or [NOT APPLICABLE] Position/Department: [Insert details] or [NOT APPLICABLE] Email: [insert details] or [NOT APPLICABLE] Contact Tel Number: [insert details] or [NOT APPLICABLE]
Customer	INSERT COMPANY NAME IN BOLD CAPITALS , Registered under the Companies Acts (Company Number [INSERT CO NUMBER FROM COMPANIES HOUSE]) and having their Registered Office at [INSERT CO ADDRESS FROM COMPANIES HOUSE]
Customer Contact Details	Name: Insert details of Contact Position/Department: Insert details Email: insert details Contact Tel Number: insert details
Data File	means the data file submitted by the Customer providing instructions to RoS on the information against which the Service is to be carried out dated []
Match Rate	[£3.00 (THREE POUNDS)] [£1.50 (ONE POUND FIFTY PENCE) exclusive of VAT (which VAT is payable in addition)]
Purpose	DELETE AS APPROPRIATE [To enable the Customer, as part of their core business, to conduct analysis on the Delivered Data in order to provide support to the Approved Party in relation to identifying subsisting ownership and other interests] OR [To enable the Customer, as part of their core business and with the assistance of the Approved Party, to conduct analysis on the Delivered Data in order to identify



subsisting ownership and other interests] **OR** [To enable the Customer to conduct analysis on the Delivered Data to identify subsisting ownership and other interests for personal and private records or as part of the Customer's core business]

Start Date

means INSERT START DATE - ROS TO RUN REPORT WITHIN 5 WORKING DAYS OF THIS START DATE

Start Price

COMPLETE AS APPROPRIATE [] HUNDRED [AND FIFTY] POUNDS STERLING (£[]0.00) exclusive of VAT (such VAT being payable in addition)

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 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."

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

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. For Regular Contracts only, RoS may notify the Customer of the variation by posting the details on the RoS Website. 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
Access	means access granted to the Customer by RoS by way of a data portal and allocated Customer user name and password
Additional Obligations	means that the Customer shall <ol style="list-style-type: none"> (i) only use the Delivered Data for internal business management purposes (ii) 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: address.management@royalmail.com (iii) not use the Delivered Data for exploitation in any way or form for commercial purposes
Additional Uses	means use <ol style="list-style-type: none"> (i) for personal, non-commercial use (ii) to publish Statistical Analysis (iii) for feeding into reports and publications provided no Restricted Data is used in those reports and publications
Address Data	Delivered Data (if any), which <ul style="list-style-type: none"> • is not RoS Data • contains both RoS and the Interested Parties Intellectual Property Rights • has been processed against Ordnance Survey's AddressBase Premium product • incorporates Royal Mail's PAF© database • is categorised as a data identifier coloured red in the Request - Part 2)
Balancing Payment	not applicable for this Contract
Delivered Data	means any Match Information and/or the Title Sheet PDF delivered to the Customer as part of the Service
Delivered Data Rights	means (i) a revocable right to use the Delivered Data for the Permitted Use in accordance with the Contract during the Term (ii) the Title Sheet PDF Rights which for the avoidance of doubt are not limited to the Term
Delivery Date	means the date RoS must deliver the Report to the Customer, as set out at Step 4 in the Request Process



Delivery Method	means that the Report will be delivered 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
Download Period	means from the Delivery Date to the date falling two months thereafter
Extraction Date	means the date falling on Step 1 of the Request Process, which date will be stated on the Report
Limitations	<ul style="list-style-type: none">• The Service will only be provided by RoS in accordance with the Request Process and provided the Customer complies with the obligations on the Customer as outlined in the Request Process• Non-matches against the Data File may occur due to the differential spelling of, or other differences occurring in relation to elements of, names and addresses• Land Register titles may be subject to pending applications that will appear in the application record – a Service which requests a Land Register search may include matches on the application record but these matches cannot be confirmed until registration is complete since applications may be subject to rejection• Match Information from the Land register will not include any removals from the matched title. For example, land register titles containing a Schedule of Exceptions will reflect the full address including the exceptions. A flag to highlight any such schedules can be provided for land register titles if required• Searches of the Sasines Register are only available post-1997. A manual search of the Sasine register is required for matches prior to 1997• Ranking information is not available for securities recorded in the Sasines Register, this will require a manual search• The accuracy of the Service is dependent on the quality of the Request provided by the Customer and you should satisfy yourself that all the information you require is as set out in the Request• Registers of Scotland will use reasonable endeavours to assist the Customer in maximising the Match Information. However, the Customer is recommended to carry out a manual search in relation to non-matches and pre-1997 and ranking information from the Sasine Register (if required). Manual searching is out with the scope of the Service• In the Land Register there will be a separate per match cost for pending and registered titles, i.e. if one title number appears in both the registered title sheet and pending application record searches then the per match cost will be charged twice

Match Information	means, whether in electronic format or hard copy, the information identified as a match against the Data File by RoS when carrying out the Service
Payment Date	means the date falling 30 days after the date of the invoice issued at Step 2 of the Request Process
PDF Rate	means TWENTY FIVE POUNDS (£25.00) exclusive of VAT (which VAT is payable in addition)
Permitted Use	means <ul style="list-style-type: none"> (i) in respect of the Match Information for the Purpose and in accordance with (a) the Customer Obligations set out in Part B (Standard Terms) (b) the Additional Obligations and (c) the Additional Uses (ii) in respect of the Title Sheet PDF the Title Sheet PDF Permitted Use
Previous Contract	not applicable for this Contract
Price	means $A + B + C + D$ where <p>A = the Start Price B = Match Rate x each piece of Match Information that is provided from each of the Search Registers in the Service C = PDF Rate x each Title Sheet PDF provided in the Service D = the Administration Fee</p>
Report	means the report issued by RoS to the Customer following completion of the Service which details the Match Information (if any) available from the Search Register for the Request as at the Extraction Date
Request Process	<p>Step 1 - RoS will produce (but not issue) the Report for the Request within 5 days of the Start Date</p> <p>Step 2 – within 3 days of the date of producing the Report at Step 1, RoS will issue an invoice to the Customer for the Price</p> <p>Step 3 –the Customer will pay the Price within 10 days of receipt of the invoice issued at Step 2</p> <p>Step 4 –RoS will deliver the Delivered Data to the Customer within 3 days of payment of the invoice issued at Step 2</p>
Restricted Data	means Match Information which is not Unrestricted Match information
Request	means the request at annexed to the Contract
RoS Data	Delivered Data that is not Address Data or Unrestricted Match Information



Search Register	means the registers on which RoS carry out the Service as specified in Part 3 of the Request
Service	the Service specified in Part 1 of the Request providing in exchange for payment of the Price the Report on the Delivery Date, and if requested any corresponding Title Sheet PDF
Sharing Rights	<p>means that the Customer shall be entitled</p> <p>(ONE) during the Term, to share the Match Information with the Approved Party for use by the Approved Party strictly on the terms and conditions of the Contract, provided that (i) the Customer obtains a formal self-proving signed acceptance (“Acceptance”) from the Approved Party that (a) they accept and are bound by the terms of the Contract amended to specify that as Approved Party they will have no Sharing Rights (ii) the Customer provides within 7 days of request the Acceptance to Registers of Scotland; and</p> <p>(TWO) to provide a copy of the Title Sheet PDF to any other person provided the Customer has an acknowledgement in writing from such other person that they will not use the Title Sheet PDF in any way which infringes RoS or any other party’s Intellectual Property Rights</p>
Statistical Analysis	a statistical report using the Restricted Data which provides analysis and comment on the Restricted Data and (ONE) does not directly display any more than 100 data identifiers forming part of the Restricted Data (as set out in Part 2 of the Request 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
Title Sheet PDF Permitted Use	use for the Customer’s purposes provided the following clauses set out in Part B (Standard Terms) are complied with (i) Clause 4.2 (Customer Obligations) and (ii) Clause 8 (Crown Copyright)
Title Sheet PDF	the Land Register Title Sheet PDF including the Title Plan, for any Title Number that is reported in the Match Information and requested as part of the Service
Title Sheet PDF Rights	an irrevocable right to use the Title Sheet PDF provided this is done in accordance with the Title Sheet PDF Permitted Use and the Sharing Rights
Unrestricted Match Information	is “partial/yes/no” response provided in a Basic Search as set out in the Request (excluding any Additional information)



SECTION 2 – STANDARD TERMS DEFINITIONS

Expression	Meaning
Contract	means Part A (Principal Terms), Part B (Standard Terms), Part C (Definitions) and Part D (Delivered Data Summary) which together form the contract
Contract Termination (Automatic) Date	means the date the contract ends under Clause 5.1.1 (Suspension and Termination – Automatic) in (Part B) Standard Terms
Contract Termination (Fault) Date	means the day following the date of the Service Termination (Fault) Notice
Contract Termination (Purpose) Date	means the date the contract ends under Clause 5.1.2 (Suspension and Termination – Automatic in (Part B) Standard Terms)
Data Protection Legislation	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
Destruction Date	means either (i) the Contract Termination (Automatic) Date (ii) the Contract Termination (Fault) Date or (iii) 30 days from the Contract Termination (Purpose) Date
End Date	means the earlier of (i) the Contract Termination (Automatic) Date (ii) the Contract Termination (Fault) Date (iii) Contract Termination (Purpose) Date
Insolvency Event	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
Intellectual Property Rights	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

Interested Party	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
Part	means the relevant part of this Contract meaning Part A, Part B, Part C or Part D as specified
Previous Data	means any data delivered under the Previous Contract which is still held or used by the Customer at the Signing Date
Registers	means the Land Register of Scotland, the Sasine Register and The Books of Council and Session
Rights	means the Delivered Data Rights and the Sharing Rights
RoS Website	means the Registers of Scotland website
RoS/Registers of Scotland	means the Keeper of the Registers of Scotland, Meadowbank House, 153 London Road, Edinburgh, EH8 7AU
Signing Date	means the last date of signature of the Contract
Term	means the period from and including the Signing Date to the End Date
Service Period	means the period from the Start Date to the Service Termination Date
Service Termination (Fault) Notice	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
Service Termination (Standard) Notice	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
Service Termination (Standard) Date	means the last date of the notice period under the Service Termination (Standard) Notice



Service Termination Date means the earlier of either (a) the Service Termination (Standard) Date or (b) the date of the Service Termination (Fault) Notice

UK GDPR 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

The Data identifiers set out in the Request (Part 2) are categorised as RoS Data or Address Data. Only those data identifiers marked with an “x” have been instructed as part of the Service.

If the Service finds Match Information, the corresponding data identifier for the Match Information should be applied to clarify the applicable Contract terms.

IN WITNESS WHEREOF this Contract consisting of this and the preceding INSERT NO=total at bottom of this page minus 1 pages forming Part A (Principal Terms); Part B (Standard Terms); Part C (Definitions) and Part D (Delivered Data Summary) together with the Request annexed and signed as relative to the Contract are executed 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:

This is the Request referred to in the foregoing Contract for supply of Data Matching Information between Registers of Scotland and INSERT COMPANY NAME

PART 1 - THE SERVICE

A report containing data as at [the Extraction Date] **OR** [from [INSERT DATE] to [INSERT DATE] *IF CUSTOMER HAS A SET PERIOD THAT THEY WISH THIS SEARCH CARRIED OUT FROM INSERT HERE*]

Report Options	Service summary	Information provided (where it has been possible to identify a match)	Additional information	Report requested
A. Basic Search	An examination of the Search Register for each line of data in the Data File	A “partial / yes / no” response only to indicate whether a match to the Data File exists	[insert additional info to be provided, e.g. Title Number] OR [Not Applicable]	<input type="checkbox"/>
B. Bulk ownership search (Land Register)	A Land Register bulk ownership search report based on the Data File	<ul style="list-style-type: none"> • Proprietor Name (where available) • Proprietor Address (where available) • Applicant Name (where there are pending applications which have not yet been completed or cancelled) • Applicant Address (where there are pending applications which have not yet been completed or cancelled) • Title Number • Property Address 	[insert additional info to be provided] OR [Not Applicable]	<input type="checkbox"/>
C. Bulk ownership search (Sasines Register)	For non matches in the Land Register following a report requested under B above, a post-1997 ¹ Sasine Register bulk ownership search report based on the Data File	<ul style="list-style-type: none"> • Details of the Sasines minute, including: <ul style="list-style-type: none"> • Date of recording • County • Yearly running number • Applicant or Granter flag 	[insert additional info to be provided] OR [Not Applicable]	<input type="checkbox"/>

¹ The Computerised Sasine Register was introduced between 1993 and 1997. Searches for current proprietors prior to 1997 need to be done manually on our ScotLIS system.



Report Options	Service summary	Information provided (where it has been possible to identify a match)	Additional information	Report requested
D. Mortgage Book report	A search of the Search Register for the lenders named in the Data File (the "Lenders")	<ul style="list-style-type: none"> • Details of titles with a subsisting Standard Security in favour of the Lenders • Details of all pending applications containing a Standard Security in favour of the Lenders which have not yet been completed or cancelled (Land Register only) 	[insert additional info to be provided] OR [Not Applicable]	<input type="checkbox"/>
E. Company report	A search of the Search Register for the company/companies named in the Data File (the "Companies")	<ul style="list-style-type: none"> • Details of titles over which the Companies are registered proprietors or tenants • Details of all pending applications in which the Companies are showing as the applicant (Land Register only) • Details of titles with a subsisting Standard Security in favour of the Companies • Details of all pending applications containing a Standard Security which have not yet been completed or cancelled (Land Register only) • Note: Any search of the post-1997 Sasine Register will also provide details of sasine titles over which the Companies appear to have a subsisting interest. The Sasine Register search will identify relevant deeds but additional checks may be required on the RoS ScotLIS system to verify these interests – these additional checks do not fall within the remit of this Data Matching service. 	[insert additional info to be provided, e.g. <ul style="list-style-type: none"> • A Books of Council and Session report containing details of all deeds recorded in that register since 1 April 1993 in which the Companies were a party] OR [Not Applicable]	<input type="checkbox"/>



PART 2 – DATA IDENTIFIERS CATEGORISATION

Data Description – Land Register	Data ID	Data Processing Method	Information Searched Against
Application Number / Application ID	1	RoS Data	<input type="checkbox"/>
Application Type	2	RoS Data	<input type="checkbox"/>
Title Number	3	RoS Data	<input type="checkbox"/>
Application Date	4	RoS Data	<input type="checkbox"/>
County (RoS Registration County)	5	RoS Data	<input type="checkbox"/>
Land Classification	6	RoS Data	<input type="checkbox"/>
Deed Type	7	RoS Data	<input type="checkbox"/>
Consideration	8	RoS Data	<input type="checkbox"/>
Date of Entry	9	RoS Data	<input type="checkbox"/>
Sequence	10	RoS Data	<input type="checkbox"/>
Subjects Prefix	11	RoS Data	<input type="checkbox"/>
Value	12	RoS Data	<input type="checkbox"/>
Deed Codes	13	RoS Data	<input type="checkbox"/>
Parent Title Number	14	RoS Data	<input type="checkbox"/>
Subject Description (ownership extent information not including address)	15	RoS Data	<input type="checkbox"/>
Country (relates to owner's address only)	16	RoS Data	<input type="checkbox"/>
Full Owner Information	18	RoS Data	<input type="checkbox"/>
Interest (Ownership or Tenancy)	19	RoS Data	<input type="checkbox"/>
Registration Date	20	RoS Data	<input type="checkbox"/>
Pending Transfer over all or part	21	RoS Data	<input type="checkbox"/>
County (i.e. local authority or council area – relates to owner's address only)	22	RoS Data	<input type="checkbox"/>
Subjects in Brief (property address only)	23	Address Data	<input type="checkbox"/>
Subjects in Full (Subjects in Brief plus Subject Description)	24	Address Data	<input type="checkbox"/>
Sub Building	25	Address Data	<input type="checkbox"/>
Building Name	26	Address Data	<input type="checkbox"/>
Building/Property Number	27	Address Data	<input type="checkbox"/>
Street/Thoroughfare	28	Address Data	<input type="checkbox"/>
Locality/District and Post Town	29	Address Data	<input type="checkbox"/>
Post Code	30	Address Data	<input type="checkbox"/>
Extent	33	RoS Data	<input type="checkbox"/>
Agent Name	42	RoS Data	<input type="checkbox"/>
Applicant/Grantor/Current Proprietor/Creditor (names not available to all customers)	45	RoS Data	<input type="checkbox"/>

Data Description - Register of Sasines	Data ID	Indicative Ownership	Information Searched Against
ALL SASINES DATA	N/A	RoS Data	<input type="checkbox"/>

PART 3 – SEARCH REGISTER

Land Register of Scotland [and post-1997 General Register of Sasines [and/or the Books of Council & Session]].