

STANDARD TERMS AND CONDITIONS FOR REGISTERS OF SCOTLAND DATA MATCHING SERVICES

These Standard Terms and Conditions will apply to each Contract for Data Matching Reports unless otherwise specified or varied by the Contract.

1 Definitions

Completion Date means the date of delivery of the Report

Contract means these Standard Terms and Conditions and the Schedule

Customer means the customer specified in the Schedule

Data File means the list (in a format specified by Registers of Scotland) of names and/or addresses and/or title numbers and/or UPRNs provided by the Customer to Registers of Scotland for data matching purposes.

Data Matching Service means the data matching services provided to the Customer by Registers of Scotland as described in more detail in the Schedule

Data Protection Legislation means (i) unless and until it is no longer directly applicable in the UK, the General Data Protection Regulation (Regulation (EU) 2016/679 (GDPR) and any applicable national implementing laws as amended from time to time (ii) the Data Protection Act 2018; and (iii) any applicable laws relating to processing of personal data and privacy

Lender, if applicable, means the lender specified in the Schedule (where the Customer is acting on behalf of a lender) who is a creditor in relation to standard securities registered in the Land and Sasine Registers

Price means the price payable for the Data Matching Service as set out in the Schedule

Report means the data matching report(s), as described in more detail in the Schedule, to be provided to the Customer as part of the Data Matching Service

The Registers means the Land Register, the Registers of Sasines and the Books of Council and Session

Registers of Scotland means the Keeper of the Registers of Scotland

Schedule means the Registers of Scotland Data Matching Services Schedule signed by both parties which, together with these Standard Terms and Conditions, constitutes the Contract

Standard Terms and Conditions means the Standard Terms and Conditions for Registers of Scotland Data Matching Services set out here, as the same may be amended from time to time

- 1.1 We reserve the right to change any or all of or vary these Standard Terms and Conditions on reasonable written notice to the Customer and by publication of updated terms on the Registers of Scotland [website](#).

2 Services

- 2.1 The Data Matching Service is provided by Registers of Scotland to Customers who require to undertake large volume searches of the Registers in excess of 20 names and /or addresses or who are looking to identify the interests in the Registers of a particular lender, company or group of companies.
- 2.2 The Customer shall provide the Data File to Registers of Scotland and Registers of Scotland shall undertake a data matching search of the Registers as agreed with the Customer and in accordance with the available data matching options.
- 2.3 Registers of Scotland shall deliver the Report to the Customer in accordance with the delivery timescale set out in the Schedule.
- 2.4 Registers of Scotland reserve the right at any time to suspend or delay the delivery of the Service in order to undertake repair or maintenance of its systems or for the purpose of compliance with any statutory obligations. 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.
- 2.5 The [Bespoke data services](#) section of the Registers of Scotland website provides further information about the available data matching options.

3 Service Limitations

- 3.1 The Customer acknowledges and agrees that the Data Matching Service is subject to the following limitations:
 - Non-matches 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 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
 - 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 Data matching Service is dependent on the quality of the Data File provided by the Customer
- 3.2 Registers of Scotland will use reasonable endeavours to assist the Customer in maximising the number of data matches. 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 outwith the scope of the Contract.

4 Price and Payment Arrangements

- 4.1 In consideration for the provision of the Service the Customer shall pay the Price to Registers of Scotland.

- 4.2 Registers of Scotland shall invoice the Customer in advance and payment of the Price is due prior to delivery of the Report.

5 Copyright

- 5.1 Material produced by officers or servants of the Crown in the course of their duties is protected by Crown copyright. The Keeper of the Registers of Scotland has received delegated authority from the Keeper of Public Records, enabling her to authorise the reproduction of Crown copyright material produced by Registers of Scotland.
- 5.2 On behalf of the Keeper of Public Records, Registers of Scotland grants to the Customer a non-exclusive, non-transferable, revocable licence to reproduce material which is protected by Crown Copyright supplied under this Contract in accordance with the terms of this Contract on condition that the Customer:
- reproduces it accurately;
 - does not use it in a misleading context;
 - identifies the source of the Data the Customer is re-using and its copyright and/or Crown database right status by ensuring that the following acknowledgement appears in a prominent position on the reproduced material:

"The Registers of Scotland Data 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"

- 5.3 Where space is restricted or where the Data provided under the Contract is used by the Customer to create products or services, 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."

6 Data Protection

- 6.1 For the purposes of this clause 6, the terms "Data Controller", "Data Processor" and "Personal Data" shall have the meaning prescribed under Data Protection Legislation.
- 6.2 Both parties acknowledge that the Data File and Report may contain Personal Data. The parties acknowledge that they are both acting as Data Controllers in respect of Personal Data contained in the Report. The Customer is the Data Controller in respect of Personal Data contained in the Data File and Registers of Scotland is the Data Processor.
- 6.3 Each Party must ensure compliance with the Data Protection Legislation at all times and that it processes the Personal Data fairly and lawfully.

- 6.4 Registers of Scotland shall, in relation to any Personal Data contained in the Data File and processed by Registers of Scotland in connection with the Service:
- Process that Personal Data only as necessary and in accordance with the Customer's documented instructions;
 - Ensure it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the Personal Data;
 - Notify any Personal Data breach to the Customer without undue delay;
 - Not transfer the Personal Data outwith the European Economic Area; and
 - On completion of the Service, delete or return to the Customer the Data File and delete any existing copies.

7 Liability

- 7.1 Registers of Scotland does not warrant that the Report will be fit for the Customer's particular purpose.
- 7.2 Whilst Registers of Scotland will use reasonable skill and care in the provision of the Service, Registers of Scotland does not warrant the completeness, accuracy or error-free nature of the Report.
- 7.3 Neither party excludes liability for fraud, or death or personal injury caused by its negligence or the negligence of its employees or agents.
- 7.4 Subject to clause 7.3 and to the extent not prohibited by law, Registers of Scotland shall not be liable for any claims, losses or damages (whether direct or indirect) incurred by the Customer or any third party arising from the provision of the Service and any reliance on the Report.
- 7.5 In any event, the aggregate liability of Registers of Scotland under this Contract shall be limited to the amount of the Price paid by the Customer.
- 7.6 For the avoidance of doubt, nothing in this clause 7 shall affect any entitlement the Customer may have to any statutory compensation under the Land Registration (Scotland) Act 2012.

8 Termination

- 8.1 The Customer may terminate the Contract in respect of all or part of the Service by giving reasonable notice in writing to Registers of Scotland prior to the Completion Date without incurring any liability to Registers of Scotland other than to pay such proportion of the Price as Registers of Scotland consider to be reasonable for Services already performed at the time of such notice.
- 8.2 Either party may terminate the Contract immediately if the other party commits any material breach of the Contract and, in the case of a breach which is ongoing and capable of being remedied, has failed to remedy the breach within 14 days of a written request to do so.
- 8.3 Registers of Scotland may terminate the Contract immediately if the Customer has a receiver or administrative receiver or liquidator or trustee in bankruptcy appointed over any part of its undertaking or assets, or a resolution for the winding up of the



Customer 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 enters into any voluntary arrangement with creditors, or ceases or intends to cease to carry on business.

8.4 In the event that the Customer terminates the Contract in accordance with clause 2.4 or 8.2 then Registers of Scotland shall refund any Price (or part thereof) paid by the Customer as soon as reasonably practicable.

8.5 Clauses 5, 6 and 7 shall survive the termination or expiry of this Contract.

9 No Partnership or Agency

9.1 Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party

10 Waiver

10.1 Any failure of either party to insist upon strict performance of any provision of this Contract, or the failure of either party to exercise, or any delay in exercising, any right or remedy does not constitute a waiver of that right or remedy and does not cause a diminution of the obligations established by this Contract.

11 Severance

11.1 If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision is severed and the remainder of the provisions of this Contract continue in full force and effect as if this Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

12 Variation

12.1 Other than as expressly set out in this Contract, this Contract shall not be varied or amended unless such variation or amendment is in writing and signed by both parties.

13 Jurisdiction

13.1 This Contract shall be governed by and interpreted in accordance with Scots Law and the parties hereby submit to the exclusive jurisdiction of the Scottish Courts.