

21 MAY

2019

**Memorandum of Understanding**

**H M Land Registry**

**and**

**The Council for Licensed Conveyancers**

## **Introduction**

### **1. Document purpose and scope**

1.1 This Memorandum of Understanding ("Memorandum") is made between HM Land Registry (HMLR) and the Council for Licensed Conveyancers (CLC) and describes the terms and framework under which information will be shared between HMLR and the CLC.

1.2 This Memorandum documents the arrangements and obligations between HMLR and the CLC in relation to the supply of the data described in Annex 1 ("HMLR data").

1.3 HMLR and the CLC recognise and respect their differing statutory duties, operational priorities and constraints, and confidentiality requirements.

1.4 This Memorandum does not cover or affect any other memoranda or agreements or arrangements, which may exist between HMLR and the CLC.

### **2. Duration and Termination**

This Memorandum shall take effect from the date hereof and will remain in force until terminated by either party or replaced by a new Memorandum agreed between the parties. Either party may terminate this Memorandum on reasonable written notice of not less than 3 months to the other at any time during its duration. On expiry of the notice the Memorandum will become null and void. The Memorandum will be reviewed every 12 months or earlier at the written request of either party.

### **3. Departmental Responsibilities**

#### **4. H M Land Registry**

4.1 HMLR was created by statute. The Land Registration Act 2002 and Land Registration Rules 2003 provide the legislative framework for the services and information provided by HMLR.

4.2 HMLR is a non-ministerial executive agency and trading fund.

4.3 HMLR is responsible:

- 4.3.1 for the maintenance and development of a stable and effective land registration system throughout England and Wales as the cornerstone for the creation and free movement of interests in land;
- 4.3.2 on behalf of the Crown to guarantee title to registered estates and interests in land for England and Wales and in administering the state indemnity under Schedule 8 of the Land Registration Act 2002.
- 4.3.3 for the provision of ready access to up to date land information relating to registered land
- 4.3.4 for providing a Land Charges and Agricultural Credits service
- 4.3.5 for the provision of services under section 105 of the Land Registration Act 2002.

### **5. Council for Licensed Conveyancers**

5.1 The CLC was established under the Administration of Justice Act 1985 and is bound by statutory regulatory objectives under the Legal Services Act 2007 which describe what they must aspire to achieve for the public, consumers and the regulated community. As set out in Section 28 of the Legal Services Act 2007 the CLC must, so far as is reasonably practicable, act in a way:

which is compatible with the following regulatory objectives:

- protecting and promoting the public interest
- promoting competition in the provision of services by 'authorised persons' as defined in the Act
- encouraging an independent, strong, diverse and effective legal profession
- promoting and maintaining adherence to the professional principles

5.2 Further, the CLC must have regard to:

The principles under which regulatory activities should be transparent, accountable, proportionate, consistent and targeted only at cases in which action is needed, and any other principle appearing to it to represent the best regulatory practice.

## **6. Charging**

6.1 The data is provided to the CLC free of charge and HMLR excludes, to the fullest extent permissible by law, all warranties, conditions, representations or terms, whether express or implied including, but not limited to, any regarding the accuracy, compatibility, fitness for purpose, performance, satisfactory quality or use of the HMLR data.

6.2 HMLR reserves the right to review costs and recover its cost for supplying any additional data or updates to the HMLR data.

## **7. Process**

7.1 HMLR will supply the data to the CLC by way of a secure method of transmission.

7.2 HMLR reserves the right to change the method of transmission. HMLR will inform the CLC in such event and prior to the exchange of data. It is acknowledged between HMLR and the CLC that the method of transmission will be dependent on the size of the data file.

## **8. Use of HMLR data**

8.1 The HMLR data as described in this Memorandum is to be used for the following purposes:

- to inform the decision-making process as to which of their members should be reviewed. It will not be used as the sole factor in deciding which of their members should be subject to review.

For the avoidance of doubt, it is agreed that the HMLR data will not be used by the CLC in connection with any disciplinary or other legal proceedings without prior written notice of HMLR.

8.2 Subject to clause 9.1, in the event that the CLC reproduces any of the HMLR data it will ensure that it adds an attribution statement to show the source of the data in a format agreed with HMLR.

8.3 If the CLC becomes aware of any unauthorised copying, disclosure or use of the HMLR data it will notify HMLR immediately and if requested take such reasonable steps as may be necessary to prevent further unauthorised copying, disclosure or use.

8.4 All intellectual property rights in the HMLR data shall remain at all times the property of the Crown and its suppliers. The CLC shall have no right in the HMLR data other than set out in this Memorandum.

8.5 CLC undertakes to share in advance any material intended for publication which is informed by the data shared under this memorandum or draws on HMLR data.

## **9. Restrictions on Use**

9.1 The CLC is not permitted to:

9.1.1 publish any of the HMLR data, or any work containing such data, without the prior written consent of HMLR;

9.1.2 commercially exploit any of the HMLR data;

9.1.3 sub-license any of the HMLR data to any person;

9.1.4 incorporate the HMLR data into any third-party software (whether held on a carrier or otherwise), or

9.1.5 distribute the HMLR data or any copies of it, or extracts from it, except to those staff within the CLC who are working on general regulatory activities.

## **10. Storage and Destruction**

10.1 The data will be shared with a specified person at the CLC and this person will be named in advance of any data sharing activity

10.2 Appropriate measures must be taken to keep the HMLR data and files in a secure environment and prevent access by unauthorised persons and against accidental loss and/or destruction. Only those with a need to access the HMLR data will be given access to it.

10.2 The HMLR data and files must be destroyed on the expiry or termination of this Memorandum. The CLC will provide HMLR with confirmation that the HMLR data and files have been destroyed.

## **11. Dispute Resolution Procedure**

11.1 Any dispute relating directly to this Memorandum should be sent to the following Points of Contact:

HMLR: David Linn

CLC: Stephen Ward

11.2 If any dispute cannot be resolved by the Points of Contact referred to above then the dispute shall be referred to the following representatives:

HMLR: Andrew Robertson

CLC: Sheila Kumar

11.3 The respective representatives will try to resolve any dispute within 14 days of referral. In the event that the dispute is not resolved then the parties will attempt to settle it by a mediator to be agreed by the parties and in default of agreement to be appointed by the Information Commissioner.

## **12. Confidentiality**

12.1 The CLC will treat the HMLR data and any other information and/or data received from HMLR as confidential and will not permit its disclosure to any other party without the prior written consent of HMLR.

12.2 The obligations in this Memorandum regarding confidentiality shall continue in full force and effect for a period of 5 years following termination or expiration of the Memorandum.

## **13. Release to third parties**

13.1 No information or data provided by HMLR will be released to any third party (including press or media) except with the prior permission of HMLR.

## **14. Procedure for sharing information**

14.1 The CLC shall ensure that procedures are in place relating to information: -

14.1.1 to make accidental compromise or damage to the HMLR data unlikely during storage, handling, use, processing, transmission or transport

14.1.2 to deter deliberate compromise or opportunist attack

14.1.3 to dispose of or destroy in a manner as to make reconstruction unlikely.

14.2 On request the CLC will supply to HMLR its procedures for handling, processing, disposal and retention of information which shall comply with the Information Commissioner's code of practice for sharing personal information (if applicable).

## 15. Data Protection

15.1 Each party shall ensure that it complies with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including, without limitation, the Data Protection Act 2018 together with any replacement or equivalent legislation (including the General Data Protection Regulation) relating to the processing of personal data.

15.2 It is acknowledged and agreed that there must be no unauthorised access, loss, misuse, modification or disclosure of data. Both parties agree that they will not do or omit to do any act which would place either party in breach of the requirements of the relevant data protection legislation.

## 16. Information Requirements

16.1 Each party shall notify the other immediately if they become aware of any actual, threatened or potential breach of security of data. Each Party shall, if a breach of security occurs, immediately take all reasonable steps necessary to:

16.1.1 remedy such breach or protect the data against any breach or threat;

16.1.2 and prevent an equivalent breach in the future.

16.2 As soon as reasonably practicable each party shall provide to the other party full details (using such reporting mechanisms as may be specified from time to time) of any actual, potential or threatened breach and the steps taken in respect of such breach.

## 17. Freedom of Information Act 2000

17.1 HMLR is under a duty to comply with the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. It is acknowledged that HMLR may disclose any information in order to comply with any legislation including the Freedom of Information Act 2000 and Environmental Information Regulations 2004 or order of court without obtaining the CLC's consent. The CLC will assist and cooperate with HMLR to enable HMLR to comply with these information disclosure requirements.

17.2 The CLC operates its own Transparency Code similar to the provisions of the Freedom of Information Act 2000. The CLC can refuse to disclose data or information sent to it in confidence where disclosure of it is contrary to the public interest.

**For and on behalf of HM Land Registry**

<b>Name</b>	ANDREW ROBERTSON	<b>Title</b>	HEAD OF CUSTOMER POLICY AND SERVICE PERFORMANCE
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Signature \_\_\_\_\_

Date

21.5.19

For and on behalf of the Council for Licensed Conveyancers

Name

STEPHEN WARD

Title

DIRECTOR, STRATEGY & EXTERNAL RELATIONS

Signature

[Redacted Signature]

Date

16.5.19

## **Annex 1 HMLR Data**

HMLR agrees to make the following data available to the CLC:

*On a quarterly basis in March, June, September and December the requests for information rates of the firms regulated by the CLC with the highest rates. This data will reflect the previous three months activity and will include by firm the number of applications completed in that period, the number of requests for information raised by HMLR on those applications and that number reflected as a percentage by application type.*

*The customer workbook data of a maximum of 50 firms per quarter identified by the CLC from the above rates.*